

**MEMORANDUM OF AGREEMENT**  
**Between Nassau County**  
**And**  
**Northeast Florida Public Employee's Local 630**

The purpose of this Memorandum of Agreement is to set forth the understanding reached between Nassau County and the Northeast Florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO ("Local 630") concerning the following matters:

1. Nassau County and Local 630 entered into a collective bargaining agreement (CBA) for a term commencing on October 1, 2003 and ending September 30, 2006. The CBA was amended effective October 1, 2004. The CBA shall be reopened for negotiations with an effective date of October 1, 2005.
2. Article 14 (Wages) governs employee compensation; Article 24.2 (Seniority) governs layoffs and Article 24.3 (Seniority) governs seniority rights of employees transferred from one department to another, inclusive of employees who bump another employee during a layoff.
3. Nassau County and Local 630 hereby agree that pending negotiations on the October 1, 2005 amendment to the existing CBA, it is the intent of both parties to this MOA that the provisions contained herein shall be followed until such time as the CBA is amended to reflect such changes as approved by both parties.

14.2 (B) (B) A permanent employee, when demoted for cause, shall have his rate of pay in the lower class set by the Employer. His adjusted rate of pay shall be no lower than his pay status in that class prior to promotion. A permanent employee, who is demoted as the result of a layoff and not for cause, shall have his rate of pay in the lower class set at a step within the salary range which provides either no decrease in pay or the smallest decrease in pay possible.

24.2 In the event of layoff or reduction in force, employees shall be laid off in the inverse order of seniority within job classes. Employees laid off shall have the right to bump or replace an employee with less seniority in a lower classification for which the employee qualifies. After a layoff has taken place, and in the event the Employer decides to hire employees to fill positions which were vacated by employees laid off of the job, such employees shall be recalled for up to six (6) months after layoff to the classification and department from which they were laid off in the order which they were laid off (first employee laid-off, first employee called back) if possible.

24.3 If an employee is involuntarily transferred from one department to another, he shall carry with him the county and job seniority that he has already acquired.

For the purpose of clarifying this section, employees who are transferred from one department to another as the result of a layoff or abolishment of their position with the County, shall carry with them both county seniority (total length of

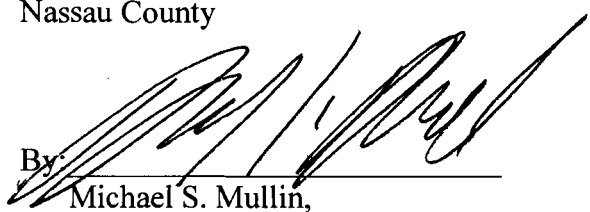
service with the Employer) and job seniority (total length of service in the classification from which they were transferred for purposes of promotion). Employees transferred for the reasons stated above, shall not have to serve a new probationary period provided they satisfactorily completed their probationary period in the position form which they were transferred.

Employees who request a voluntary transfer to another department, shall carry with him county seniority for purposes of leave accrual, longevity and retirement only.

This Memorandum of Agreement shall take effect upon the date of last signature and it shall continue in effect until it is superseded by a successor agreement or superseded or terminated at the conclusion of subsequent contract negotiations pursuant to section 447.403, Florida Statutes, whichever occurs earliest.

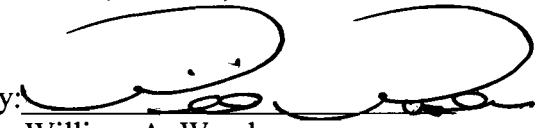
Nassau County

By:

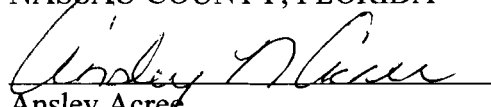
  
\_\_\_\_\_  
Michael S. Mullin,  
County Attorney  
On behalf of the County  
Subject of approval of  
The Board of County Commissioners

Northeast Florida Public Employees  
Local 630, LIUNA, AFL-CIO

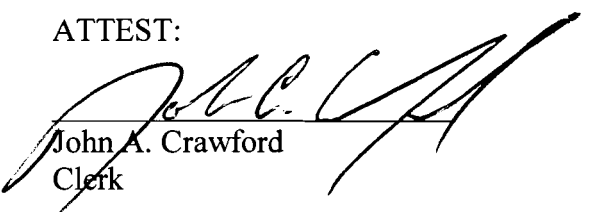
By:

  
\_\_\_\_\_  
William A. Worsham,  
Business Manager  
On behalf of Union

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
Ansley Acres  
Chairwomen

ATTEST:

  
\_\_\_\_\_  
John A. Crawford  
Clerk

Approved as to form by the  
Nassau County Attorney

  
\_\_\_\_\_  
MICHAEL S. MULLIN



NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS  
P.O. Box 1010  
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham  
Ansley Acree  
Tom Branan  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

JOHN A. CRAWFORD  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

MIKE MAHANEY  
County Administrator

March 22, 2005

Mr. William A. (Beau) Worsham  
Business Manager  
Northeast Florida Public Employees Local 630  
550 Balmoral Circle North, Suite 101  
Jacksonville, FL 32218

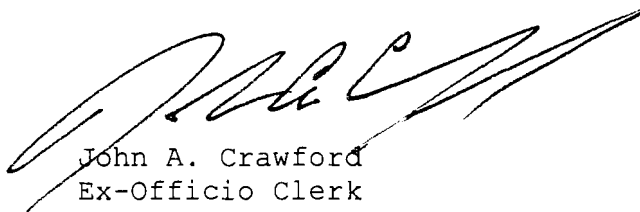
Dear Mr. Worsham:

Enclosed please find the original Memorandum of Agreement between the Board of County Commissioners and Local 630, as approved in Special Session of the Board of County Commissioners on March 21, 2005.

Please execute the original Memorandum of Agreement where indicated and return same to my office in the enclosed self-addressed envelope. We will provide you with a fully executed certified copy for your files.

Thank you for your prompt attention in this matter.

Sincerely yours,



John A. Crawford  
Ex-Officio Clerk

JAC:jb

Enclosure

CC: Michael S. Mullin, County Attorney

(904) 548- 4660, 379-1029, (800) 958- 3496

*An Affirmative Action / Equal Opportunity Employer*



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
 P.O. Box 1010  
 Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham  
 Ansley Acree  
 Tom Branan  
 Floyd L. Vanzant  
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 Dist. No. 5 Callahan

JOHN A. CRAWFORD  
 Ex-Officio Clerk

MICHAEL S. MULLIN  
 County Attorney

MIKE MAHANEY  
 County Administrator

**M E M O R A N D U M**

**TO: BOARD OF COUNTY COMMISSIONERS**  
**MICHAEL MAHANEY**

**FROM: MICHAEL S. MULLIN**

**SUBJECT: MEMORANDUM OF AGREEMENT**

**DATE: March 18, 2005**

*Dictated but not proof read by  
 Mr. Mullin. - Mailed in his  
 absence to avoid delay.*

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In light of the Memo of Agreement, the Board by Motion voted to not lay off County employees.

It is clear that the County Administrator has the authority to hire and fire personnel, subject to County policies. Included in that authority would naturally be the ability to abolish positions no longer deemed necessary for financial or other reasons.

The Memo of Agreement addresses positions within the bargaining unit that are abolished, and the manner in which those individuals whose positions are abolished are afforded a remedy. This is not, in my opinion, a derogation of the Board's policy that indicates there will be no lay offs. However, there may be an instance where a bargaining unit position is abolished and the person holding that position may not, pursuant to the Union Contract, be able to fill another position; therefore, that person would obviously be "laid off".

I recommend that the Board rescind the provisions of the motion, and consider a new motion that states that the County Administrator, pursuant to his authority regarding hiring and firing of personnel and management of County affairs, may take whatever action is deemed

*3/21/05*

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County Attorney

MIKE MAHANEY  
County Administrator

necessary regarding positions in the County, Union or non-union, and if he deems it necessary that positions be abolished that he have that authority, subject to the provisions of the Memo of Agreement.

/am

e12/lay-off-memo-mar-18-2005

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**2. Consideration of the Memorandum of Agreement  
between the County and the Northeast Florida Public  
Employees Local 630.**