

Meeting Date
August 4, 2015



AGENDA	
Section	Consent
Item No.	II.C.3

**AGENDA REPORT**  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Labor Agreement with Laborer's International Union, Local 678
DEPT/OFFICE:	Office of Human Resources

Requested Action:  
 It is requested that the Board of County Commissioners ratify the tentatively agreed upon modifications to two articles in the collective bargaining agreement presented herewith and authorize the County Manager to execute said labor agreement as provided for by Section 447.309, Florida Statutes.

Summary Explanation & Background:

In accordance with Article 35 of the Collective Bargaining Agreement between the Laborers' International Union of North America (LIUNA), Local 678 and the Brevard County Board of County Commissioners, Representatives of the LIUNA and the County Manager conducted wage reopener negotiations as requested by LIUNA.

After conducting several negotiating sessions, the County and Union negotiating teams tentatively agreed to modifications of two (2) articles. On July 16, 2015, the members of the LIUNA, Local 678 voted to ratify the modified Articles. The tentatively agreed upon articles remain subject to review and approval by this Board.

In summary, Article 15 – Wages: Adds language that effective the first pay period beginning in October 2015 the minimum and maximum salaries in established pay grades will be raised by 3%. Employees who earn \$30,000 or less will receive a 3% increase as a Cost of Living Adjustment (COLA) and an additional 1% Special Pay Adjustment. Employees who earn more than \$30,000 will receive a 3% Cost of Living Adjustment (COLA) or a minimum salary adjustment of \$1,200 whichever is greater.

The modified Article removes language directing that if the Board implements a COLA or Merit Increase for non-bargaining unit members or IAFF Rank & File bargaining unit members during FY 2015/16, either the Union or the County may re-open Article 15, Wages.

In summary, Article 35 – Entire Agreement: removed language regarding reopening the Agreement for the purpose of negotiating an amendment of Article 15, Wages, during fiscal year 2015/16.

Contact: Jerry Visco, Human Resources Director  
 Phone/e-mail: 633-2031 [gerard.visco@brevardcounty.us](mailto:gerard.visco@brevardcounty.us)

Clerk to the Board Instructions:

Exhibits Attached: Tentatively Agreed upon Articles with strikeouts and underlining.

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager	Frank Abbate		Department Director / Extension		Jerry Visco, Office of Human Resources Director	
Stockton Whitten	Assistant County Manager	Venetta Valdengo					



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972

August 5, 2015

MEMORANDUM

TO: Gerard Visco, Human Resources Office Director

RE: Item II.C.3., Approval of Labor Agreement with Laborer's International Union, Local 678

The Board of County Commissioners, in regular session on August 4, 2015, approved ratifying the tentatively agreed upon modifications of two Articles in the Collective Bargaining Agreement presented herewith; and authorized the County Manager to execute the Agreement as provided for by Section 447.309, Florida Statutes. Enclosed is the executed Collective Bargaining Agreement for your action.

**Upon execution by the Laborer's International Union, Local 678, please provide this office with the fully-executed Agreement.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

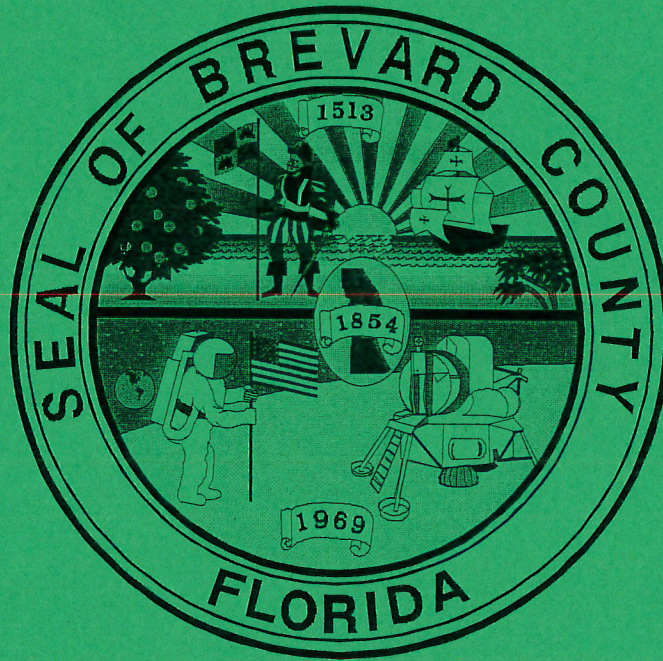
Tammy Etheridge, Deputy Clerk

/ds

Encl. (1)

cc: Finance  
Budget

**LABOR AGREEMENT**



**BREVARD COUNTY**

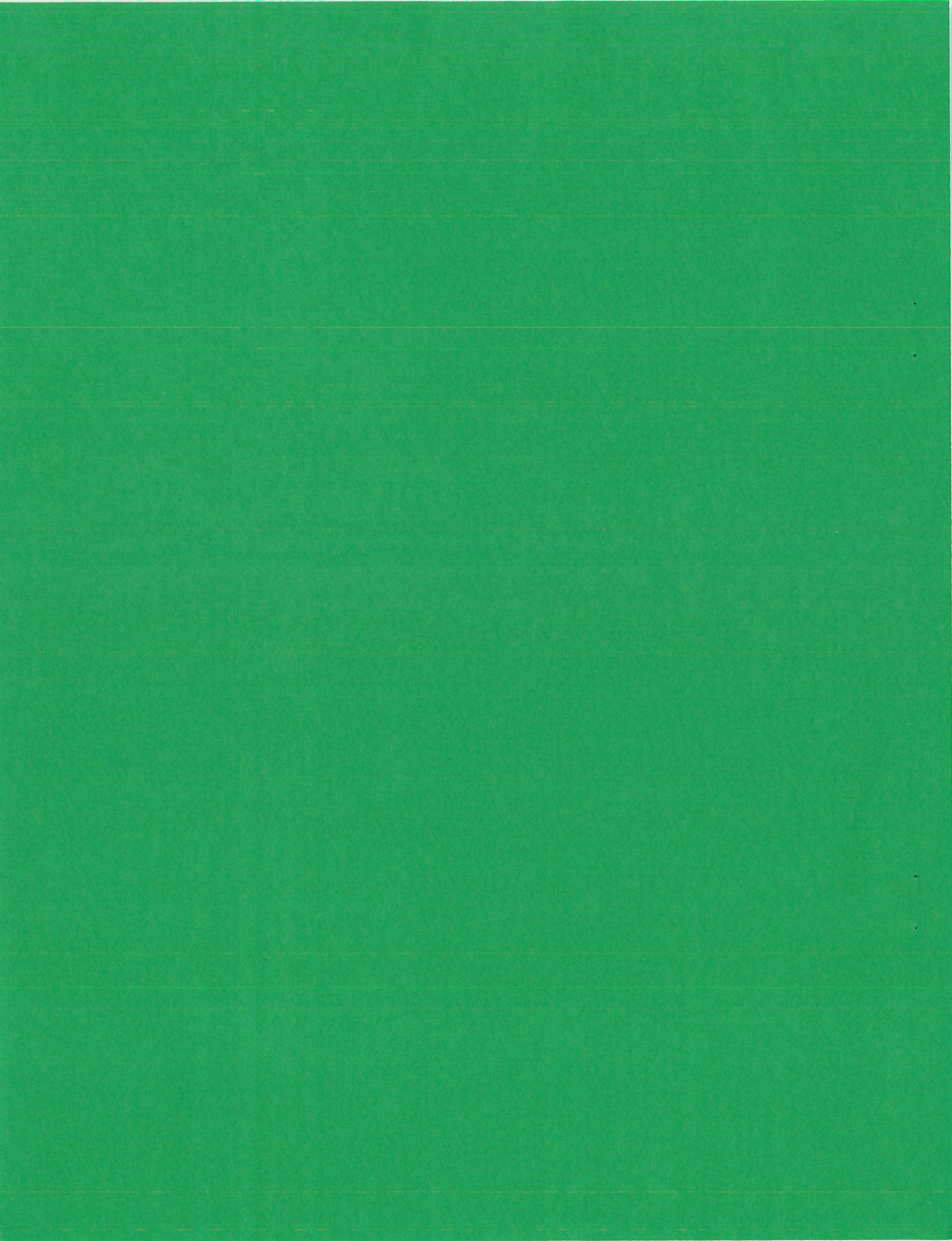
**BOARD OF COUNTY COMMISSIONERS**

**AND**

**LABORERS' INTERNATIONAL UNION**

**LOCAL 678**

*Effective August 4, 2015*



**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
1	INTENT OF AGREEMENT.....	1
2	UNION RECOGNITION .....	2
3	DUES .....	4
4	PROHIBITION OF STRIKES .....	5
5	MANAGEMENT'S RIGHTS .....	6
6	SPECIAL MEETINGS .....	8
7	UNION STEWARDS AND REPRESENTATIVES .....	9
8	UNION ACTIVITIES .....	10
9	GRIEVANCES AND ARBITRATION PROCEDURES .....	12
10	DISCIPLINE AND DISCHARGES.....	16
11	ANNUAL LEAVE .....	18
12	HOLIDAYS.....	20
13	SICK LEAVE .....	22
14	HOURS OF WORK, OVERTIME, AND SPECIAL PAY.....	25
15	WAGES.....	28
16	HEALTH AND WELFARE.....	31
17	EMERGENCY LEAVE .....	32
18	SAFETY AND HEALTH .....	33
19	BULLETIN BOARDS .....	34
20	JURY DUTY.....	35
21	VOTING.....	36
22	SEVERABILITY.....	37
23	EDUC., PROF. LICENSING & COMM. DRIVER'S LICENSE .....	38
24	PROBATIONARY PERIOD .....	39
25	SENIORITY .....	40
26	PROMOTIONAL VACANCIES .....	43
27	SAVINGS CLAUSE.....	44
28	RETIREMENT.....	45
29	JOB SECURITY .....	46
30	MERIT SYSTEM.....	47
31	DISCRIMINATION.....	48
32	DRUG TESTING .....	49
33	EMPLOYEE RIGHTS.....	50
34	PERFORMANCE EVALUATIONS.....	51
35	ENTIRE AGREEMENT .....	52



**ARTICLE 1**  
**INTENT OF AGREEMENT**

- 1.1 This agreement entered into by and between the County of Brevard hereinafter referred to as the "County" or "Employer" and Public Employees Local 678, Laborers' International Union of North America (AFL-CIO) hereinafter referred to as the "Union."
- 1.2 It is the intent and purpose of the parties hereto that this agreement constitutes an implementation of appropriate Florida State Statute 447 provisions for the purpose of promoting harmonious relationships between the County and Union members and to promote the rights, morale and well-being of County employees and provides for orderly and constructive employment relations in the public interest, in the interests of the County and the interest of the employees represented by L.I.U.N.A.
- 1.3 It is the intent and purpose of the agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto; to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise and to set forth herein a basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. Either party hereto shall be entitled to require specific performance of the provisions of the agreement. It is understood that the County is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well-being of the public, and both parties recognize the need for continuous and reliable service to the public.
- 1.4 Nothing in this agreement shall require either party to act in violation of any federal, state or local legislation or regulations. In the event that any of the provisions of this agreement are determined to be in violation of any federal, state or local legislation or regulations, then those provisions shall be considered null and void and of no further force and effect. Such determination, however, shall not in any way affect the remaining valid provisions of this agreement.
- 1.5 The Union agrees to encourage all members of its organization to render loyal and efficient service to the Brevard County Commission. The Union recognizes that is of great importance for Brevard County to have good public relations and the Union will encourage and influence its members to make themselves available for public service and emergency work. The Union and its members, in all matters pertaining to this agreement, shall take into consideration that one of the important missions of the Brevard County Commission is to serve the public and that the safety, protection, and good will of the general public are of primary importance.



**ARTICLE 2**  
**UNION RECOGNITION**

- 2.1 Recognition: In accordance with the Public Employees Relations Commission certification of June 12, 1975, the Public Employer recognizes the Union as the exclusive bargaining agent to represent the public employees who are described in Exhibit "A", which is incorporated herein by this reference, for the purpose of collective bargaining in the determination of the wages, hours, terms and conditions of employment of the public employees within the bargaining unit.
- 2.2 Union Representative: The Public Employer understands and agrees that the Business Agent of LIUNA, Public Employees Local 678, AFL-CIO, or his/her duly authorized representative, shall be the official spokesperson for said Union in any collective bargaining negotiations, grievance or matters of contract interpretation between the Union and the Public Employer. A duly authorized representative may be designated by the Business Manager in writing. The written designation shall be delivered to the Public Employer prior to the person acting in his representative capacity. The designation shall include the time period within which such person shall be authorized to act in the representative capacity. Any Union official shall limit their contacts with employees to non-work hours or lunch period unless written approval has been obtained from the appropriate supervisor, or next in line supervisor, or the supervisor's designee, provided that said approval shall not be granted by a member of the bargaining unit.
- 2.3 The accredited Business Representative may call the Human Resources Director or his designee prior to entering County property during work hours. He/she shall be provided assistance in obtaining reasonable access during regular working hours to the place of business of establishments covered by this Agreement on official Union business in connection with this Agreement and for the purpose of investigating or processing grievances arising hereunder, provided that the Business Representative does not unduly interfere with work.
- 2.4 Union official for the purpose of this contract shall mean the Business Agent of the Union, or his/her duly authorized representative or the Area Stewards.

The Appropriate Collective Bargaining Unit: INCLUDED: All career service employees of the laborer, maintenance service and trades classifications in the employ of the Board of County Commissioners of Brevard County. Including specifically, (and limited to those persons in the position of):

**Mechanic I**..... L290  
 Auto Mechanic I  
 Parks Equipment Mechanic  
 Utility Mechanic I

**Mechanic II** ..... L300  
 Auto Mechanic II  
 Heavy Equipment Mechanic I  
 Paint & Body Mechanic  
 Treatment Plant Mechanic  
 Water Resources Equipment Mechanic

**Mechanic III**..... L310  
 Auto Mechanic III  
 Heavy Equipment Mechanic II

**Mechanic IV**..... L320  
 Auto Mechanic IV  
 Heavy Equipment Mechanic III  
 Utility Mechanic II

**Mechanic V** ..... L330  
 Aircraft Mechanic I

**Mechanic VI**..... L340  
 Aircraft Mechanic II

**Service Worker I**..... L210  
 Custodial Worker

**Service Worker II** ..... L220  
 Bridge Tender

**Service Worker III**..... L230  
 Maintenance Worker  
 Rod and Chain Worker  
 Utility Service Worker I

**Service Worker IV**..... L240  
 Aquatic Weed Inspector/Sprayer  
 Assistant Roofer  
 EEL Sanctuary Maintenance Technician  
 Laboratory Assistant  
 Meter Reader  
 Mosquito Control Inspector/Sprayer  
 Park Ranger I  
 Parks Maintenance Technician  
 Small Engine Repair Mechanic  
 Solid Waste Floor Handler  
 Traffic Signs & Marking Technician

**Service Worker V** ..... L250  
 EEL Land Management Technician  
 General Repair Technician  
 Heavy Equipment Service Technician  
 Parks Repair Technician  
 Reuse Technician  
 Scale House Attendant  
 Solid Waste Plant Operator  
 Utility Service Worker II  
 Utility System Specialist I

**Service Worker VI**..... L280  
 Golf Operations Repair Technician  
 Heavy Equipment Tire Repair Technician  
 Utility Locator Technician

**Skilled Tradesworker I**..... L280

Mason  
 Painter  
 Traffic Sign Fabricator I

**Skilled Tradesworker II**..... L290  
 Carpenter  
 Laboratory Technician I  
 Machinist  
 Plumber I  
 Solid Waste Service Technician  
 Utility Service Worker III  
 Utility System Specialist II  
 Welder

**Skilled Tradesworker III**..... L300  
 Air Conditioning Mechanic I  
 Aquatic Weed Technician  
 Country Acres Operations Technician  
 Electrician I  
 Landscape Technician  
 Mosquito Control Technician I  
 Traffic Sign Fabricator II

**Skilled Tradesworker IV**..... L310  
 Laboratory Technician II  
 Mosquito Control Technician II  
 Plumber II  
 Treatment Plant Operator  
 Utility System Specialist III

**Skilled Tradesworker V**..... L320  
 Chief Treatment Plant Operator "C"  
 Electrician II  
 Finish Grader Operator  
 Journeyman Electrician  
 Mosquito Control Impoundment Technician  
 Solid Waste Mechanic I  
 Treatment Plant Operator/Mechanic  
 Utility Maintenance Foreman

**Skilled Tradesworker VI**..... L330  
 Air Conditioning Mechanic II  
 Aircraft Welder  
 Chief Treatment Plant Operator "B"  
 Food Service Equipment Technician  
 Master Electrician  
 Solid Waste Mechanic II

**Skilled Tradesworker VII** ..... L340  
 Chief Treatment Plant Operator/Mechanic  
 Roofer  
 Solid Waste Mechanic III

**Vehicle Operator I**..... L230  
 Automotive Equipment Operator I

**Vehicle Operator II** ..... L240  
 Automotive Equipment Operator II

**Vehicle Operator III** ..... L250  
 Automotive Equipment Operator III  
 SCAT Vehicle Operator

**Vehicle Operator IV**..... L280  
 Heavy Equipment Operator I  
 Utility Service Operator

**Vehicle Operator V** ..... L300  
 Heavy Equipment Operator II

**Vehicle Operator VI**..... L310  
 Heavy Equipment Operator III - R&B  
 Heavy Equipment Operator III - SW

EXCLUDED: Elected officials, supervisors, and management personnel with the authority to hire, fire or discipline employees; excluding also employees of police and fire department; excluding also confidential employees, white collar clerical, technical and professional employees.

## ARTICLE 3

### DUES

- 3.1 Monthly Deductions - The County agrees to deduct every two weeks (26 pay periods) the Union dues for each employee covered by this agreement who individually and voluntarily certifies in writing on an authorization form that such deductions are authorized. A signed dues deduction form received by the Office of Human Resources will be processed within thirty (30) days of receipt.

No authorization shall be allowed for payment of initiation fee, assessments or fines. If the amount of dues to be deducted is to be changed, the Union shall officially notify the Human Resources Director in writing of the proposed change. There must be at least a thirty (30) day notice of the effective date of any change in the amount of the Union dues to allow the County to make the necessary technical and administrative changes.

The County remittance of dues will be deemed correct if the Union does not give written objection to the County within thirty (30) days after the remittance is sent. Such notice of objection must state the amount the remittance is incorrect.

- 3.2 Deduction Exemption: No dues shall be deducted in the payroll period of a termination, retirement or death of an employee. No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.
- 3.3 Authorization Form: The Authorization Form shall contain the employee's name, date of preparation, a declaratory statement requesting the deduction, and the employee's signature.
- 3.4 Revocation: Any Union member may revoke his/her authorization to deduct Union dues by submitting the prescribed deduction revocation form to the Office of Human Resources. Human Resources will stop the deduction within thirty (30) days of receipt of the revocation authorization.
- 3.5 Indemnification: The Union agrees that it shall hold the Public Employer safe and harmless against any claims made and against any suits instituted against the Public Employer on account of payroll deductions of Union dues.

**ARTICLE 4**  
**PROHIBITION OF STRIKES**

- 4.1 Union Activity: The Union agrees that it will not under any circumstances or for any reason, including alleged or actual breach of this Agreement by or in sympathy for or support of the employees or Union, call, encourage, authorize, ratify or engage in any strike, slowdown, boycott or picket line which could interrupt work, or call, encourage, authorize, ratify or condone other interruptions of work such as a concerted, organized abuse of sick leave or other leave. Informational picketing which does not cause interference with, interrupt or cause a slowdown of the work of any County employee shall be permissible.
- 4.2 Employee Activity: Each and every employee in the bargaining unit covered by this Agreement agrees that he/she will not under any circumstances or for any reason, including alleged or actual breach of this Agreement by the County, engage in a strike, slowdown, boycott, illegal picket line which could interrupt work, or other interruption of work. It is agreed that any violation of this section shall be grounds for immediate discharge and such discharge or other disciplinary action will not be reviewable under the Grievance Procedure except to determine if violation, in fact, occurred.
- 4.3 Union Response: The Union agrees that in the event of any strike, work stoppage or interference with the operation of the County, a responsible official of the Union shall promptly and publicly disavow such strikes and work stoppage and forward written orders to the employees engaged in such activities to return to work immediately. The Union agrees to post on those bulletin boards referenced in Article 19 notices which order the prohibited activities to cease immediately. These Union responses shall occur immediately upon receipt of a written notice from the office of the County Manager or from the office of the Human Resources Director that such prohibited activities have taken or are taking place within specific department(s).

**ARTICLE 5**  
**MANAGEMENT'S RIGHTS**

- 5.1 Rights of Management: Except to the extent explicitly abridged by specific provision of this Agreement, the County reserves and retains solely and exclusively all of its common law, statutory and inherent rights to manage its own affairs as such rights existed prior to the execution of this or any previous agreement with the Union or any other Union. The sole and exclusive rights of Management which are not abridged by this Agreement shall include, but are not limited to, its right to determine the existence or nonexistence of facts which are the basis of a Management decision, to determine the quality and quantity of services to be offered by the County, without regard to any obligation imposed by this Agreement to establish or continue policies, practices and procedures, the right to determine and from time to time re-determine the types of operations, methods and processes to be employed, to discontinue processes or operations or to determine the number and types of employees required, to assign work and work duties to employees in accordance with the requirements determined by the employer, to establish and change work schedules and assignments, to contract and subcontract work, to determine and to administer budgets, to hire, to classify and re-classify positions and employees, to determine or modify the nature and scope of work within any classification, to transfer, promote or demote employees, or lay off, terminate or otherwise relieve employees from lack of work or other reasons, to determine the fact of lack of work, to suspend, discharge, discipline, to determine the level of supervision necessary for the efficient and effective accomplishment of work, and otherwise to take such measures as the County may determine to be necessary for orderly and efficient operation of the public service; provided, however, the public employee shall have the right to file a grievance as provided by Florida Statutes. The Union shall retain its right to impact bargain over the effects of these management decisions as provided under Florida Statute 447, provided the Union identifies such effects in its bargaining request.
- 5.2 Emergency: If in the sole discretion of the County Manager, or his/her designee, it is determined that emergency conditions exist, and employees in all Departments/Offices performing non-essential functions on a County-wide basis are granted paid administrative leave by the County Manager to return home because of the emergency conditions, including but not limited to riots, civil disorders, hurricane conditions, mandatory evacuations, or other similar catastrophes, the provisions of this Agreement, reasonably necessary to meet the circumstances of the emergency, may be suspended by the Public Employer during the time of the declared emergency, provided employees shall be paid in lieu of any unpaid administrative leave which may be authorized, receive compensatory time for all normally scheduled hours worked in which non-essential employees are granted paid administrative leave and in addition shall receive time and one-half pay for all hours actually worked including all employees who are required by their appointing authority or supervisor to stay at any County facility, including rest periods. Employees who are required to work at special needs shelters shall receive double time for all hours worked at the special needs shelters. During all hours worked at special needs shelters, such employees shall be classified as Special Needs Shelter Workers, Pay Grade 814. The hourly rate shall be the minimum hourly rate for Pay Grade 814 for all hours they are required to work at

special needs shelters. After the emergency conditions have ended, all employees covered by this Agreement shall have a right to file a grievance concerning those rights alleged to have been violated within the purview of this Agreement and without just cause during the emergency suspension.

**ARTICLE 6**  
**SPECIAL MEETINGS**

- 6.1 The Union shall retain its right to impact bargain over the effects of any changes to terms or conditions of employment as provided for under Florida Statute 447, provided the Union identifies such effects in its bargaining request under the Meet and Confer provisions of this article.
- 6.2 Meet & Confer: The Public Employer and the Union agree to meet and confer on matters of contract interpretation and coverage or any career service provisions of the Merit System Policies and Procedures upon written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to re-negotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to both parties. Informal meetings may be held at any time upon verbal agreement of the Union and Public Employer.
- 6.3 Notice: Notice for any meeting requested under paragraph 6.1 shall be served on the Office of Human Resources Director for the Public Employer and the Business Agent for the Union.
- 6.4 Modification: This agreement may not be altered, modified or amended in any respect except in writing and signed by the authorized representative of the County and the Union.

**ARTICLE 7**  
**UNION STEWARDS AND REPRESENTATIVES**

- 7.1 The Public Employer recognizes the right of the Union to be represented in matters pertaining to this agreement by the Business Agent, or his/her duly appointed area Steward, or other representative described in Article 2.2 and 2.3.
- 7.2 The employees covered by this Agreement shall be represented by thirteen (13) Area Stewards and one (1) Chief Steward. Stewards shall be assigned by the Union's Business Agent by geographic area and/or work site. The County shall allow stewards outside geographic and work site designations when a union member requests representation and there is no Shop or Area Steward available on a case by case basis, subject to the Union's obtaining verbal consent for each case from the Human Resources Director or his designee.
- 7.3 A complete list of Union Stewards and Representatives shall be furnished to the Public Employer's Office of Human Resources Director prior to the effective date of their assuming official duties. The Union shall notify the Office of Human Resources Director promptly of any changes of such Stewards or Representatives.
- 7.4 Each Union Steward shall be an employee of the bargaining unit who has satisfactorily completed his/her probationary period.
- 7.5 In the event the shop steward is laid off, the Local Union Business Representative may investigate the reason for such layoff. If, in his/her opinion, the layoff was in violation of this Article, the matter may be referred directly to Step (2) of the grievance procedure.
- 7.6 Union Stewards are subject to all rules and regulations pertaining to the conduct of County employees of the Public Employer.
- 7.7 The Shop Steward shall have the right to reasonable access to use the telephone of the employer to call the Union or accredited Representative of the Union regarding grievances and disputes arising under this Agreement.

**ARTICLE 8**  
**UNION ACTIVITIES**

- 8.1 The following sections outline the duties and responsibilities of Stewards in performing their functions as recognized Union representatives. In those cases which cannot be resolved otherwise, Union Stewards will be granted reasonable time off with pay during working hours to investigate and settle grievances on the job site within their area of jurisdiction.
- 8.2 Prior to any proposed grievance activity, the Union Steward shall obtain permission from his supervisor and the grievant's supervisor. If permission cannot be immediately granted, the County will arrange to allow investigation of the grievance at the earliest possible time. When approval is granted to investigate or present a grievance during working hours it is mutually understood that such activity will least interfere or interrupt the normal work schedule of the department or the work duties of any employee.
- 8.3 It is agreed and mutually understood that all Union Stewards are first and foremost employees of the County and have productive work to perform and that productivity losses must be kept to absolute minimums. Union Stewards shall not investigate, present, or adjust grievances or disputes during overtime hours, nor shall Union Stewards be compensated for grievance meetings or other union meetings held during their non-working hours. Solicitation of any and all kinds by the Union, including the solicitation of grievances, membership and collection of union monies shall not be engaged in during working hours. No union meetings shall be held on County time.
- 8.4 Activities of Union Stewards shall be limited to their areas of assignment except when such area Steward is not available.
- 8.5 Any allegations by representatives of the County which indicate that a Union Steward or Representative is spending an unreasonable amount of time in handling grievances or disputes, performing unauthorized activities for the Union, or interfering with the operations of any department shall be referred to the Office of Human Resources Director for discussion with the Union Business Agent. Continuation of the unauthorized activity shall be cause for disciplinary action against the offending employee.
- 8.6 Union Stewards shall be employees of the bargaining unit who have satisfactorily completed their probationary period.
- 8.7 Meetings and Arbitration: It is mutually understood and agreed that the Public Employer shall not compensate the representatives of the Union and employees in the bargaining unit for time spent in meetings to arbitrate any disputes or for meetings with respect to a dispute which may be referred to an impartial neutral.

- 8.8 In connection with collective bargaining negotiations of an agreement, the Union may designate in writing, up to five (5) bargaining unit employees to participate in collective bargaining negotiations. Those employees so designated will be compensated for all regular work hours in which they are involved in actual contract negotiations with the County. The County reserves the right to schedule all, or part of, each negotiation session during non-work hours (in which event, no payment would occur).
- 8.9 Union Stewards or other designees of the union, shall, upon approval of the Human Resources Director, be granted time off with pay to attend County or Union sponsored training or conventions. No more than three (3) employees shall be off at one time and no employee will be off more than five (5) days in any one calendar year. Total time allocated for these training purposes will not exceed fifteen (15) man days per calendar year.

**ARTICLE 9**  
**GRIEVANCES AND ARBITRATION PROCEDURES**

9.1 Definition: A grievance within the meaning of this contract shall consist of disputes about interpretations and applications of particular clauses of this Agreement and about alleged violations of this Agreement.

9.2 Rules of Grievance Processing:

- A. A grievance, including the facts, article and section of the agreement allegedly violated, shall be presented to the immediate supervisor within ten (10) working days from the date the employee could reasonably be expected to have knowledge of the existence of the acts constituting the grievance.
- B. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.
- C. A written grievance shall be dated and signed by the aggrieved employee and presented by the employee or Union Representative. A written decision shall be forwarded to the aggrieved employee and shall be dated and signed by the appropriate Public Employer's representative.
- D. When a written grievance is presented, the Public Employer shall acknowledge receipt by signing and dating same.
- E. A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the Public Employer's representative to render a decision within the time limit set forth in any step shall entitle the employee to proceed to the next step no later than seven (7) working days from the date the last reply was due.
- F. Computation of Time: In computing any period of time prescribed or allowed by the rules of this Article, the day of the act, or that from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Day shall mean work day Monday through Friday, excluding Saturday, Sunday, and/or legal holiday. The date of the incident shall not be counted as a day during the time limit if employee is on shift and works Saturday, Sunday, and/or legal holiday the time limit starts the first normal work day for the grievant.
- G. When a grievance is reduced to writing there shall be set forth:
  - 1. A complete statement of the grievance and facts upon which it is based.
  - 2. The remedy or correction requested.

3. The article and section or sections of this agreement claimed to have been violated.
  4. In the event the written grievance does not contain the above information, the Public Employer has the right to return it to the grievant or his/her representative and then the grievant or the representative shall have seven (7) working days to return it to the appropriate representative of the Public Employer with the additional information. Failure to furnish the requested information shall be cause for the grievance to be declared null and void.
- H. At any step of the grievance procedure past the first step, the aggrieved employee may be accompanied by an attorney or, a Union Steward or Union Representative as provided for in Article 7 of this agreement.
  - I. At any step of the grievance procedure a Department Director, Program Manager, Human Resources Director or County Manager, if absent, may appoint a person to act on his/her behalf.
  - J. Any management grievance shall be filed with the Union Business Agent at step 4 in the procedure found in 9.3.
  - K. In the event a grievance involves more than one (1) employee under identical facts or circumstances and where identical relief is requested, a class action grievance may be filed where each individual affected signs the grievance. The resolution of that one (1) grievance will bind all of the listed grievants.
  - L. Witnesses necessary in connection with a grievance shall be permitted to be called to testify at a grievance meeting without loss of pay, provided that whenever possible, their names are submitted to the Employer at least one working day in advance of the meeting.
  - M. Any grievance taken past the first step: The employee will have the right to request one Union representative to attend the meeting.

9.3 Procedure:

In the event a grievance arises, the employee must submit a verbal grievance, including the facts, the Article and Section(s) of the Agreement allegedly violated, to his/her immediate supervisor within ten (10) working days after he/she had knowledge of his/her grievance. At the time of submitting the grievance, and to ensure that grievances are settled at the first opportunity, the aggrieved employee should request an informal meeting with his/her immediate supervisor prior to a Step 1 hearing to discuss the circumstance giving rise to the grievance. In the event the issue in dispute cannot be resolved between the supervisor and the grievant, the grievance would be advanced by the grievant to Step 1 of the grievance procedure within ten (10) working days. Such grievance must indicate that the matter had been reviewed with the immediate supervisor.

Step 1: If the grievance is not settled in the above process, the aggrieved employee, shall reduce the grievance to writing, sign it and present it to the Program Manager within ten (10) working days. The Program Manager shall investigate the alleged grievance and have a meeting with the aggrieved employee within ten (10) working days of receipt of the written grievance. The Program Manager shall notify the aggrieved employee of his decision, in writing, not later than ten (10) working days following the meeting date.

Step 2: If the grievance is not settled at the first step, the aggrieved employee shall present the written grievance to the Department Director, within ten (10) working days of receipt of the Program Manager's decision. The Department Director shall investigate the alleged grievance and have a meeting with the aggrieved employee, within ten (10) working days following receipt of the written grievance. The Department Director shall notify the aggrieved employee of his/her decision, in writing, not later than ten (10) working days following the meeting date.

Step 3: If the grievance is not settled at the second step, the Union shall present the written grievance, including a detailed outline of the Grievant/Union's position, stating all relevant facts and arguments supporting its position, to the Human Resources Director within fifteen (15) working days of the decision of the Department Director. The Human Resources Director shall investigate the alleged grievance and submit his/her findings within ten (10) working days to the County Manager. The County Manager shall make a decision in writing within seven (7) working days of receipt of the report of the Human Resources Director.

Step 4: If the grievance is not satisfactorily settled in Step 3, it may be submitted to arbitration by the Union Business Agent or the County Human Resources Director no later than thirty (30) calendar days from the date the last grievance step was concluded. If either party intends to submit the grievance to arbitration that party shall give written notification of such decision to the other party within the ten (10) days specified. Prior to formal submission to arbitrate, the parties shall meet to define and narrow the issues to be arbitrated. The arbitrator shall be selected by mutual agreement of the parties. If the parties fail to agree in the first instance on an appointment, the Federal Mediation and Conciliation Service shall be requested to provide a panel of arbitrators from the National Academy of Arbitrators from which a selection shall be made. Hearings before the arbitrator under the preceding sentence shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. Expenses for the arbitrator's services shall be shared equally by the parties. The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, amend, add to, or detract from the terms of this contract.

- 9.4
- A. Discharge of an employee subject to the agreement shall permit such employee to initiate a grievance beginning at the third step as provided herein.
  - B. Awards or settlements of grievances by the impartial neutral may or may not be retroactive as the equities of each case may demand. In no event shall any award be retroactive beyond ten (10) days preceding the date on which the grievance was first orally presented. If the issue concerns wages,

the arbitrator shall limit the award of wages, if any, to wages actually lost by the employee, taking into consideration any Workers' Compensation benefits and Unemployment Compensation benefits as well as any wages earned by the employee at another position or employment.

- C. Either party to the arbitration proceedings may compensate its witnesses or personnel used in the proceedings at their own discretion.
- D. In any arbitration proceeding, the arbitrator shall sustain or uphold the decision of the Employer if the Employer establishes that the Employer's decision regarding the Employee is supported by a preponderance of the evidence.

**ARTICLE 10**  
**DISCIPLINE AND DISCHARGE**

- 10.1 No permanent employee shall be disciplined or discharged, except for just cause, and in no event until he/she has been furnished with a written statement of charges and reasons for such action. Upon an Appointing Authority (Department/Office Director) becoming aware of an incident warranting possible disciplinary action, the Department/Office must within ten (10) employee workdays (annual and sick leave days excluded) advise the affected employee in writing of potential disciplinary action or provide notice of a pre-disciplinary hearing - this pertains to minor, major and dismissal offenses. (Non-substantiated allegations excluded). It shall be the responsibility of the employee's immediate supervisor to advise, within ten (10) working days (annual and sick leave days excluded), his/her appointing authority of incidents warranting possible disciplinary action. Under the normal course of business, upon becoming aware of non-substantiated allegations, the appointing authority shall complete his/her investigation within 60 days..
- 10.2 The Public Employer shall have the right to immediately suspend an employee without notice when it is determined by the Public Employer that his/her continued presence constitutes a threat or hazard. However, the employee must be notified within three (3) working days of charges.
- 10.3 No Bargaining Unit employee should have any expectation of privacy while on duty or utilizing County resources as to his or her Internet usage. County Internet activity will be reviewed to assure that County Internet resources are used only for their intended purposes.
- 10.4 Employees placed on disciplinary probation shall receive written notice that they are not entitled to use the bargaining unit or Merit System grievance processes if terminated while on disciplinary probation.
- 10.5 Prior offenses will not be held against an employee provided there have been no further offenses during the time specified below, except that in dismissal actions the employee's permanent personnel record and other appropriate documentation will be considered.

Dismissal Offenses (where lesser penalty was imposed).....	3 years
Major Offenses.....	2 years
Minor Offenses .....	1 year

Major and minor offenses shall be determined from Policy XII of the Brevard County Merit System.

- 10.6 Employees shall receive a copy of any disciplinary or performance related documentation placed in his/her official personnel file maintained by the Office of Human Resources.

Upon an employee filing a timely grievance under this agreement, no disciplinary action (excluding termination) shall be served, nor shall be placed in the employee's department or official Human Resources personnel files until all steps of the grievance procedure have been completed. Upon completion of the grievance process only such disciplinary action which has been upheld or modified shall be placed in the employee's departmental and/or official Human Resources' personnel files.

When a fulltime permanent employee is given time off without pay as a result of disciplinary action, the day off shall equate to an eight (8) hour day. Part time employee disciplinary time off without pay will be on a pro rata basis.

**ARTICLE 11**  
**ANNUAL LEAVE**

11.1 Annual Leave: Employees other than temporary, and any other non-permanent personnel, shall earn annual leave in accordance with the following formulas:

Full time permanent employees:

YEARS OF PERMANENT SVC	PAY PERIOD (24/YEAR)	WORKDAYS PER YEAR	HOURS PER MONTH
1 thru 5	4	12	8
6 thru 10	5	15	10
11 thru 15	6	18	12
16 thru 19	7	21	14
20 and OVER	8	24	16

Part time permanent employees:

Annual leave for part time permanent employees shall be earned based on actual number of paid hours for the pay period. This shall only include actual hours worked, paid absence hours and paid holiday hours; it shall not include hours that are paid at an overtime rate.

- Bi-weekly leave accruals shall be based on the part-time employee's number of hours worked each pay period, not to exceed full-time leave accrual amounts.
- Leave shall accrue over 26 pay periods. The formula to be applied for each bi-weekly period shall be: (number of actual hours worked + paid absence hours + paid holiday hours) ÷ (80 hours x full-time leave accrual hours based on years of service).

No employee shall accumulate any annual leave except as authorized in these paragraphs.

11.2 New Employees: New employees shall begin to earn annual leave as of the first full pay period of employment. Employees whose first full pay period of employment is one of the two non-accrual periods in each year, will begin accrual the next following pay period. Employees will be entitled to use their annual leave after completing six (6) months of service.

11.3 Accrual of Annual Leave: Annual leave earned in excess of 240 hours must be used in the calendar year that it is earned. Any excess above 240 hours shall be paid during the first pay period of the new calendar year where the employer has prevented the employee from utilizing such leave.

11.4 Unpaid Status: Annual leave shall not be earned while an employee is in an unpaid status of thirty (30) days or longer.

- 11.5 Leave Purposes: Annual leave may be used for any purpose.
- 11.6 Prior Approval: All requests for annual leave require approval in advance of use. A written request for annual leave for vacation purposes must be submitted by the employee to the employee's supervisor at least one week in advance of the requested vacation period. The employer shall notify the employee requesting the annual leave within one (1) week after the requested vacation period has been submitted as to whether approval is granted for the leave. In unusual circumstances the supervisor may waive the one week advance notice requirement.
- 11.7 Annual Leave: The County shall make every effort to meet the request of the employee, however, it reserves the right to deny any leave when such absence would interfere with the effective operation or work schedule of the operation. If leave which has been pre-approved must later be revoked, such revocation shall require approval of the Department Director in writing with justification as to the reason for the leave being revoked. Annual leave may be taken on the basis of work unit seniority, first requested, first granted. Annual leave shall not be requested more than twelve (12) months before the start of the requested vacation. Should two (2) or more employees request the same period for time for vacation at the same time the employee with the most work unit seniority shall be granted the requested period.
- 11.8 Employees who resign or are separated in good standing shall receive pay for their accrued annual leave in their final pay checks not to exceed 240 hours accrued leave carried over from the prior year plus any leave earned and accrued during the calendar year of resignation or separation in good standing. Only full pay periods of employment will be used in computing said annual leave and pay shall be at the employee's regular range of pay at separation. Employees who are terminated prior to completion of their probationary period shall not be eligible for annual leave pay.
- An employee who submits written notice of his/her intention to enter the Florida Retirement System (FRS) Deferred Retirement Option Program (DROP) during the two year period prior to his/her entering the DROP program or who submits written notice of his/her retirement during the two year period prior to his/her retirement date, will be allowed to continue to accrue annual leave in excess of the limits outlined above up to the FRS maximum accrual limit of 500 hours.
- 11.9 Employees covered by this Agreement shall be given advance payment for vacation leave provided the employee makes such a request in writing at least two (2) calendar weeks prior to the start of his/her annual leave and provided he/she has sufficient annual leave accumulated. Such advance payment shall be limited to ten (10) days provided said days are in the same payroll period.
- 11.10 Leave Units: No leave shall be granted in units of less than one-quarter ( $\frac{1}{4}$ ) hour.

**ARTICLE 12**  
**HOLIDAYS**

12.1 The following days shall be observed as holidays for all employees subject to this Agreement.

1. New Years Day ..... January 1
2. Martin Luther King Day ..... Third Monday in January
3. Memorial Day ..... Last Monday in May
4. Independence Day ..... July 4
5. Labor Day ..... First Monday in September
6. Veterans Day ..... November 11
7. Thanksgiving Day ..... Fourth Thursday in November
8. Friday After Thanksgiving .....
9. Christmas Eve ..... December 24
10. Christmas Day ..... December 25
11. Personal Day.....

12.2 Whenever any of the established holidays fall on an employee's regularly scheduled day off, the Public Employer shall give to the employee a day off within the pay period in which the holiday falls or within thirty (30) days of said holiday (eight hours off for employees working eight hour days, ten hours off for employees working ten hour days), or current holiday pay (eight hours pay for an employee working a forty hour week).

The County will make an effort to accommodate the wishes of the employee. However, the final decision, based on operational needs, remains with the employer.

12.3 Employees absent from regular duty on any paid leave when a holiday occurs shall be accorded the holiday on the appropriate date and said holiday shall not be charged against such accrued leave balance.

12.4 Any employee having been scheduled to work on a holiday who fails to report to work without a justifiable reason, shall not be eligible for holiday pay.

12.5 Any day authorized by the Board of County Commissioners, shall be observed as a holiday or a day of mourning.

12.6 Any employee who is on an unpaid status when an official holiday occurs shall not be eligible for holiday pay.

12.7 Any permanent employee of the bargaining unit who shall be required to perform work or to render services on one of the holidays listed in 12.1 or 12.5 shall be compensated at the rate of time and one-half for hours actually worked plus holiday pay in accordance with employee's normally scheduled work day. (Eight hours holiday pay for employees working eight hour days, ten hours pay for employees working ten hour days.)

12.8 All full time permanent employees are eligible to receive holiday pay for designated holidays. All part time permanent employees shall be eligible for holiday pay on a pro rata basis or to receive an alternate time off on a pro rata basis in lieu of holiday pay. Part time employee holiday pay will be calculated prorating the employee's regularly scheduled hours for a work week against a forty hour work week with the employee receiving prorated holiday pay (i.e. twenty (20) hour work week, four (4) hours holiday pay; thirty (30) hour work week, six (6) hours holiday pay).

12.9 The Personal Day holiday shall be awarded the first pay period ending in January of each year and must be used during the calendar year in which it is awarded.

**ARTICLE 13**  
**SICK LEAVE**

13.1 Sick Leave Definition: Sick leave shall be defined as paid leave provided to compensate an employee who is incapacitated and unable to come to work due to an actual, legitimate illness or injury to himself or herself, for medical appointments, for illness or injury of a non-critical nature of a member of the employee's immediate family which requires the personal care and attention of the employee, or as provided in Article 17 (Article 17 deals with Emergency Leave).

For the purposes of this paragraph, immediate family means only members of the employee's household and natural or adopted children of non-custodial parents or an employee's non-household parents. In the case of such non-household immediate family members, a maximum of forty (40) hours of sick leave may be utilized under this provision annually.

13.2 Schedule: Employees subject to the Agreement shall accrue sick leave as set forth below, however, no sick leave shall accrue when an employee is in an unpaid status for a period in excess of thirty (30) calendar days. Employees other than temporary and any other non-permanent personnel, shall earn sick leave in accordance with the following formulas:

Full time permanent employees:

YEARS OF PERMANENT SVC.	HOURS PER PAY PERIOD (24)	WORKDAYS PER YEAR	HOURS PER MONTH
1 thru 10	4	12	8
over 10	5	15	10

Part time permanent employees:

Sick leave for part time permanent employees shall be earned based on actual number of paid hours for the pay period. This shall only include actual hours worked, paid absence hours and paid holiday hours; it shall not include hours that are paid at an overtime rate.

- Bi-weekly leave accruals shall be based on the part-time employee's number of hours worked each pay period, not to exceed full-time leave accrual amounts:
- Leave shall accrue over 26 pay periods. The formula to be applied for each bi-weekly period shall be: (number of actual hours worked + paid absence hours + paid holiday hours) ÷ (80 hours x full-time leave accrual hours based on years of service)

No employee shall accumulate any sick leave except as authorized in these paragraphs.

- 13.3 New Employees: New employees shall begin to earn sick leave as of the first full pay period of employment. Employees whose first full pay period of employment is one of the two non-accrual periods in each year, will begin accrual the next following pay period. New employees may not use any accrued sick leave until satisfactory completion of six (6) months service, unless the necessity for the absence has been verified by a physician's statement.
- 13.4 Sick leave may be accumulated by the employees covered by this Agreement with no limit.
- 13.5 Notification: An employee who is sick and unable to report to work, shall notify the immediate supervisor or other designated person, if reasonably possible, prior to the employee's scheduled reporting time, of the nature of the illness and expected period of absence. The employee, his/her spouse or designee can make this notification; however, the employee remains ultimately responsible for this notification. Failure to provide proper notification shall be cause for denial of paid sick leave and subject the employee to disciplinary action.
- 13.6 Overtime & Holidays: Sick leave shall be charged only against an employee's regular workday and shall not be charged for absences on prearranged overtime workdays, unscheduled call in overtime workdays, or holidays.
- 13.7 Sick Leave Restrictions: An employee may be placed on sick leave restriction where use of sick leave is for an extended period of time or appears to be abused by either, (A) an employee being absent due to illness of four or more consecutive days, (B) the taking of sick leave as soon as it is earned, (C) by repeated absences the day before or the day after a holiday or the employee's scheduled day off, (D) when an employee who has had at least six periods of leave usage in the preceding twelve months is absent for one or more days, (E) where an employee requested and was denied annual leave and thereafter takes sick leave on the day, or days in question.

Sick leave usage for which competent proof of necessity is provided or where the Supervisor has actual knowledge that the employee was injured or sick will not be considered in the accumulation of six periods. A period of sick leave usage shall be defined as any continuous period in which an employee is in either paid sick leave status or leave without pay status.

Prior to placing an employee on sick leave restriction, the supervisor will advise the employee in writing that he/she will be placed on restriction, stating the reason(s) for the restriction and providing a history of the employee's sick leave utilization. An employee may be required to furnish competent proof of the necessity of such absence and/or may, at the County's expense, be required to be examined by a County designated physician or nurse practitioner. If an employee fails to provide competent proof when requested, or fails to submit to an examination when requested, the employee may be charged leave without pay and may be disciplined.

Sick leave restriction will be no more than one hundred and eighty (180) days and that the restriction will end at that time, if there were no unexcused absences during that time.

- 13.8 Career service employees who resign, or are otherwise separated in good standing shall be paid twenty (20) percent of any unused sick leave, not to exceed 230 hours pay. Employees who resign from the County in good standing and are vested under the Florida Retirement System shall be paid thirty percent of any unused sick leave, not to exceed 346 hours pay. Employees who leave the County in good standing to retire and collect an immediate benefit under the Florida Retirement System shall receive pay for fifty (50) percent of their unused sick leave. In the event an employee who is vested in the retirement system should die, his/her beneficiary or estate shall receive fifty (50) percent of any unused sick leave.

For employees hired after October 1, 2011:

Employees who meet the requirements for retirement under the Florida Retirement System and who retire from the County in good standing, shall receive thirty percent (30%) of their unused sick leave balance.

Career service employees on the first pay period in January may "Trade Back" up to eighty (80) hours of sick leave for additional annual leave on a pro rata basis as follows, as long as the employee keeps a minimum of two hundred (200) hours of sick leave on his/her sick leave balance.

<b>Sick Leave</b>	<b>Annual Leave</b>
<b>1 hour</b>	<b>.5 hour</b>

- 13.9 Sick Leave Units: No sick leave shall be granted in units of less than one-quarter (¼) hour.
- 13.10 Sick Leave Incentive Program: An employee who does not use any sick leave during any twelve consecutive month period, except for the employee's own hospitalization or for physician's appointments which are pre-approved by the employee's supervisor at least one week in advance, will be awarded eight (8) hours of annual leave. It is the employee's responsibility to notify his/her supervisor of eligibility within sixty (60) days of becoming eligible for the award to receive this incentive. Award for part-time employees shall be on a pro-rata basis. Newly hired employees and employees taking a leave of absence during the period shall not be eligible.
- 13.11 Administrative Order AO-10 (On the Job Injuries and Worker's Compensation) will be applicable to all LIUNA bargaining unit employees.

**ARTICLE 14**  
**HOURS OF WORK, OVERTIME, AND SPECIAL PAY**

- 14.1 Definition: Employees subject to this Agreement shall have scheduled hours of work and such hours shall be as outlined in 14.2.
- 14.2 Work Determination: The employee's normal workday and workweek shall consist of the following:
- A. The employee's normal workday shall consist of eight (8) or ten (10) consecutive hours exclusive of a meal period except that the Public Employer may authorize the inclusion of the meal period as actual work time for shift positions.
  - B. The employee's normal workweek shall consist of five (5) eight (8) hour normal workdays or four (4) ten (10) hour workdays in a seven (7) day workweek.
  - C. Where the operational and service needs of the County require a group work schedule different from a normal workday or normal workweek as described in 14.2 (A) and (B), the Public Employer has the right to adjust and change any work schedule with the specific approval of the County Manager with a two (2) week written notice to all employees affected before the new schedule takes place.
  - D. The above sections do not guarantee or place a limitation on the number of hours to be worked in any one day, the number of days per week.
  - E. It is mutually understood and agreed that nothing contained in this Article shall be construed as placing the employees covered by this contract at a disadvantage with respect to rights enjoyed by other County employees covered by the County's Merit System Policies and Procedures.
  - F. Meal periods are to be scheduled in a manner to best serve the public. Reasonable efforts will be made to schedule meal periods within one (1) hour before or one (1) hour after the middle of the scheduled work shift.
  - G. Non-exempt employees shall be eligible to accrue and carry up to eighty (80) hours of compensatory time in accordance with the provisions of the FLSA, to be used at the employee's discretion, subject to supervisory approval.
  - H. Employees who are required to attend mandatory meetings or training sessions on their normal day off shall be paid for the actual hours worked (mandatory meeting or training session) with a minimum guarantee of three hours straight time pay.
  - I. Employees who have been scheduled to work on their normal day off and report to work and is told he/she is not needed for the day will be paid a minimum guarantee of three hours straight time pay.

- 14.3 Overtime: All authorized and approved work performed in excess of forty (40) hours in any one (1) payroll week shall be considered overtime and be paid at the rate of one and one-half (1½) times the employee's normal hourly wage, unless the Public Employer finds it is in the public interest to establish a work cycle which exceeds forty (40) hours per week. In the event the Public Employer establishes a work cycle which exceeds forty (40) hours per week, the Public Employer shall compensate the employee at the rate of one and one-half (1½) times the employee's normal hourly wage.
- 14.4 Overtime Payment: Overtime will be paid at the rate of time and one half (1½) for all hours worked in excess of forty (40) hours in any one (1) payroll week. For purposes of computing overtime, holidays shall be counted as hours worked provided the employee completes his/her regular workweek. Annual leave, sick leave, emergency leave, jury duty and other absences from work will not be counted as time worked for overtime computations, except annual leave and excused sick leave, which has been approved at least one week in advance, shall be counted as time worked for the purposes of computations of overtime, provided the employee works his/her regular work schedule for the remainder of that week.
- 14.5 Overtime Assignments: Overtime work shall be authorized and assigned at the sole discretion of the Department Director or his/her written designee; however, each Department Director shall make a reasonable effort to distribute overtime equally among employees in the department based on the work the employee customarily and ordinarily performs. Lists maintained by the County for the distribution of overtime will be subject to inspection by the Union Stewards. No employee may refuse an overtime assignment unless excused by the appropriate supervisor for good cause. No employee may authorize overtime for themselves. The Union reserves the right to meet and discuss how overtime is distributed on a departmental basis.

The Department Director or his/her written designee may ask for volunteers to work a schedule different from the normal workweek. If no volunteers are found, an employee who is involuntarily assigned to work an extra shift shall not have his/her regular work hours adjusted for the purpose of avoiding overtime, unless the employee receives written notice of the schedule change a minimum of seven (7) calendar days prior to the commencement of the affected workweek.

Qualified permanent bargaining unit employees in a work unit shall be offered time and one half overtime before a qualified temporary employee in the same classification is offered time and one half overtime.

- 14.6 Call Back Pay: An employee who is off duty and required to return to work on an unscheduled basis shall be eligible for call back pay. Such employees shall be paid for the actual hours worked with a minimum guarantee of three (3) hours pay. Employees assigned to standby duty shall not be entitled to call back pay.

14.7 Standby Duty:

- A. In order to provide coverage for services and to handle emergencies during off duty hours, it may be necessary to assign and schedule employees for standby duties. Employees shall be required to be on standby duty when assigned unless excused by supervision. In the event an employee is on standby duty assignment and fails to respond to call, said employee will be subject to disciplinary action.
- B. Employees assigned to standby duty will be paid two (2) hours pay at their regular straight time rate for each workday, or normal days off while on standby assignment.
- C. Employees responding to calls while on standby assignment will be paid for the hours actually worked, plus the standby time pay for that day.
- D. Pay for standby duty shall not count as hours worked for overtime purposes.
- E. Employees called back for unscheduled overtime purposes shall not be eligible for standby pay.

14.8 Working Out Of Classification:

- A. It is understood that every incidental duty connected with operations enumerated in class descriptions is not always specifically described and that employees may be required to perform duties not within these class descriptions.
  - B. An employee who is specifically assigned to and temporarily performs work in a higher classification than his/her normally assigned tasks shall be paid the minimum of the higher classification or 5% above his/her current salary, whichever is greater.
  - C. Any such temporary assignments shall not exceed six (6) months unless further extension is justified by the appointing authority and approved by the Human Resources Director.
  - D. Upon completion of the temporary assignment the employee's pay shall be reduced to the rate the employee would normally have obtained without the temporary assignment.
  - E. This provision shall not apply if the employee is in training or if the assignment is the result of another employee's vacation.
- 14.9 In Golf Operations, dependent upon weather conditions, the appointing authority or supervisor has the discretion and ability to send unneeded staff home giving them the option to work alternative hours/days at the managers discretion, or allow them to use annual leave in lieu of leave without pay.

**ARTICLE 15**

**WAGES**

15.1 Effective the first pay period beginning in October 2015, the minimum and maximum of the established pay grades will be increased by 3%. Employees who earn \$30,000 or less will receive the 3% Cost of Living Adjustment (COLA) and an additional 1% Special Pay Adjustment. Employees who earn more than \$30,000 will receive a 3% Cost of Living Adjustment (COLA) or a minimum salary adjustment of \$1,200.00, whichever is greater.

15.2 Any and all increases provided for under this Article shall be subject to availability of funds and the County's ability to pay for such increases.

15.3 A. Employees in classifications who are assigned to permanent full time "night shifts" shall receive a night differential payment. Sixty cents (\$.60) per hour for hours worked from 11:00 p.m. to 7:00 a.m., known as midnight shift. Forty-five cents (\$.45) per hour for hours worked from 3:00 p.m. to 11:00 p.m. known as evening shift.

B. Employees, who are assigned to permanent partial "night shifts" shall receive such differential for hours worked described below:

C. EIGHT (8) HOUR SHIFTS

	EVENING	MIDNIGHT
FOUR (4) PER WEEK	\$.36	\$.48
THREE (3) PER WEEK	\$.27	\$.36
TWO (2) PER WEEK	\$.18	\$.24
ONE (1) PER WEEK	\$.09	\$.12

TEN (10) HOUR SHIFTS

THREE (3) PER WEEK	\$.33	\$.45
TWO (2) PER WEEK	\$.22	\$.30
ONE (1) PER WEEK	\$.11	\$.15

An evening shift is defined as a regularly scheduled shift, in which the majority of the scheduled, regular hours fall between 3:00 p.m. and 11:00 p.m.

A midnight shift is defined as a regularly scheduled shift, in which the majority of the scheduled, regular hours fall between 11:00 p.m. and 7:00 a.m.

Part time permanent employees whose shifts consist of less than 8 hours shall not be entitled to evening shift differential unless the shift extends beyond 10:00 pm, and shall not be entitled to midnight shift differential unless the shift extends beyond 3:00 am.

15.4 Incentive Pay:

- A. Any bargaining unit employee in the Utility Services Department who obtains and maintains a Treatment Plant Operator's license shall receive the following incentive:

Treatment Plant Operator's "A" License - \$1.25 per hour total incentive  
Treatment Plant Operator's "B" License - \$0.75 per hour total incentive  
Treatment Plant Operator's "C" License - \$0.25 per hour total incentive

- B. The Utility Services Department will provide an incentive for each level of certification obtained in the Florida Water & Pollution Control Operators Association (FWPCOA) Collection certification programs. This incentive shall apply to any bargaining unit employees in the Utility Services Department.

"A" Level Certification - \$0.50 per hour total incentive  
"B" Level Certification - \$0.25 per hour total incentive  
"C" Level Certification - \$0.15 per hour total incentive

The Utility Services Department will provide an incentive for each level of licensing obtained in the Florida Department of Environmental Regulation (FDEP) Water Distribution System Operator License Program. This incentive shall apply to any bargaining unit employees in the Utility Services Department.

Level "1" License - \$0.75 per hour total incentive  
Level "2" License - \$0.50 per hour total incentive  
Level "3" License - \$0.40 per hour total incentive

Unless an employee is exempted (grandfathered), which must be agreed upon by the parties in writing, all bargaining unit employees assigned to work at a County Water Treatment facility, who are not employed as a Plant Operator/Trainee, shall at a minimum obtain and maintain a Level "3" or "C" level certification by May 31, 2014.

Back Flow Prevention certification \$.25 per hour total incentive

The Facilities Department will also provide incentive to employees for the Back Flow Prevention certification outlined above.

- C. Solid Waste Management Department employees who become Landfill Certified and/or Transfer Station Certified shall receive \$.25 per hour total incentive pay added to their base salary.
- D. Any Treatment Plant Operator, Operator/Mechanic or Chief Operator possessing a dual Operator's license for both water and wastewater shall receive incentive pay. If currently employed at a Wastewater plant the incentive would apply to the Water license and if employed at a Water Plant the incentive would apply to the Wastewater License. The incentive pay shall be:

C License	\$ .15 per hour
B License	\$ .25 per hour
A License	\$ .50 per hour

The employee receiving this incentive will be required to work under this license as needed by Utility Services.

- E. Incentive pays shall become effective at the beginning of the first pay period following presentation of the license or certificate. Employees who already possess the license or certificate will receive the incentive effective the beginning of the first pay period following adoption of this agreement.
- F. Incentive pay is not to be a stipend in lieu of reimbursement of licensing fee.

**ARTICLE 16**  
**HEALTH AND WELFARE**

- 16.1 Group Health Insurance: The County shall furnish employees such group health insurance as is authorized by the Board of County Commissioners of Brevard County. Deductibles and copayments shall be established annually by the Board of County Commissioners. Dependent coverage shall be made available at rates determined annually by the Board of County Commissioners. Optional vision, dental, life, long-term disability, and medical/child care savings plan benefits and premiums for employees and dependents shall be established annually by the Board of County Commissioners and paid by participants.
- 16.2 Retirement: Upon retirement of an employee, said retired employee shall be entitled to convert to an individual group insurance policy in accordance with the terms and conditions of the policy then in existence.
- 16.3 Appeals: If an employee is temporarily suspended for ninety (90) days or less or terminated, and that employee files a grievance or appeal with the Merit System, or follows the grievance procedure as set forth in this contract, the Public Employer shall continue that employee's health and life insurance coverage until final disposition of the case. After ninety (90) days the employee may maintain coverage by paying the entire premium costs until he/she is either reinstated or the termination is upheld.
- 16.4 Life Insurance: The Public Employer shall maintain such life insurance policies for all employees covered by this contract as is authorized by the Board of County Commissioners of Brevard County.
- 16.5 Benefits: In the event of the death of an employee who has completed his probationary period, the Public Employer shall send to his estate any accrued pay, annual leave, and unused sick leave determined in accordance with Article 13.8.
- 16.6 Committee Participation during the review period whereby the County is evaluating/negotiating premiums, deductibles, co-payments and/or benefits with a provider(s), the Union may, at its option, appoint one (1) person to participate as a member of the Employee Benefits Advisory Committee or other relevant committee(s). If the committee meets during working hours, the Union's appointee will receive pay for all scheduled hours while participating on the advisory committee.

**ARTICLE 17**  
**EMERGENCY LEAVE**

- 17.1 Death in Immediate Family: In the event of a death or critical illness to a member of an employee's immediate family, up to three (3) days emergency leave shall be granted to the employee upon request. In case of the death of the employee's spouse, parent or child, up to five (5) days emergency leave may be granted. Permanent employees may be authorized four (4) additional days to be charged against the employee's accrued sick leave balance, if needed to cope with the emergency. If additional time is needed, sick leave may be granted on a case by case basis.

For the purposes of the above segment the term "parent, grandparent or child" includes parents, grandparents or children who raised or were raised with the employee.

- 17.2 Immediate Family is defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren and legal guardians and wards of both the employee and spouse.
- 17.3 Critical Illness is defined as a dire emergency or desperately urgent situation where the life of the individual is endangered and normally requiring immediate hospitalization and the attention of a physician. Such illness or emergency shall not include scheduled surgery.
- 17.4 Each employee requesting and receiving paid emergency leave shall provide evidence as to the nature of the emergency leave, and the name and relationship of the member of his/her immediate family who is involved. Such evidence might include a physician's statement, death certificate, or newspaper report.
- 17.5 Emergency leave shall not be accrued, carried over, or paid to an employee upon termination.

**ARTICLE 18**  
**SAFETY AND HEALTH**

- 18.1 Safety: The Public Employer and the employees, subject to this agreement, agree that they will conform to and comply with all laws pertaining to the safety and health of employees. The Public Employer and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. To this end the Union will encourage the employees to work in a safe manner.
- 18.2 Equipment and Devices: The Public Employer shall provide safety equipment, safety shoes, uniforms and devices for employees engaged in work where the Public Employer finds OSHA or State and Federal Government mandates that such special equipment, safety shoes, uniforms and devices are needed. Uniforms shall be provided by the employer when the County requires the employees to wear uniforms for safety purposes. In the event such equipment, devices, or uniforms are provided the employee must use such equipment, devices, or uniforms. Failure by employees to utilize provided equipment, devices, or uniforms or neglect or failure by an employee to obey or observe safety regulations shall be cause for disciplinary action.
- 18.3 Self Defense Training: Self defense training will be made available to those employees who have to work at a detention center/jail, Animal Enforcement Officers and Park Rangers interested in participating in such training. This training will be offered annually.
- 18.4 Safety Hazards: Employees who have to work at a detention center/jail shall be compensated one dollar (\$1.00) per hour above his/her normal hourly rate of pay for any time spent working at the detention center/jail.
- 18.5 The County may require employees to only wear County issued or approved hats. In its discretion, the County can authorize the use of straw hats, fishing hats or similar type hats that provide additional protection from the sun. If the County allows hats with emblems (outside of County issued hats), then hats with LIU emblems may be utilized. A pre-approved Union logo pin is an acceptable accessory to wear on a County issued hat.

**ARTICLE 19**  
**BULLETIN BOARDS**

19.1 Union Use: The union shall be authorized partial use of suitable bulletin boards, at locations designated by the Public Employer. The Union may, at its expense, provide a bulletin board of standard size for its own exclusive use in keeping with the decor of the working location.

19.2 Limitation of Use: The Union agrees that it shall only use space on the bulletin boards described in Article 19.1, for the following purposes:

1. Notices of Union meetings
2. Union elections
3. Reports of Union committees
4. Recreational and social affairs of the Union
5. Notice of public meetings
6. Orders to cease prohibited activities
7. Providing notices that educate or inform if they are not derogatory to the County.

The County, through the Human Resources Director, retains the exclusive right to determine when such notice is derogatory to the County.

All notices described above will be signed by the Union Business Agent, his designee, Chief Steward, Area Steward or the Union Bulletin Board Committee.

19.3 Cancellation of Use: The posting of any material, notices or announcements which violate the provisions of this Section shall entitle the Public Employer to remove the material immediately. Provisions of 19.1 of this section may be canceled if further violations occur.

19.4 Costs: All costs incidental to preparation and posting of union materials shall be at the expense of the Union. The Union is responsible for posting and removing approved material on bulletin boards and for maintaining such bulletin boards in an orderly fashion.

**ARTICLE 20**  
**JURY DUTY**

- 20.1 Employees filling permanent positions who are called for jury duty on a regularly scheduled workday, shall be granted time off with pay upon the presentation of a summons. Any fees received for jury duty shall be retained by the employee. The employee shall not be eligible for reimbursement by the County for any meals, lodging, travel, or other expenses incurred while serving as a juror.
- 20.2 An employee, filling a permanent position, who is subpoenaed as a witness on a regularly scheduled workday, not involving the employee's personal litigation, shall be granted time off with pay and any witness fees awarded shall be retained by the employee. The employee shall not be eligible for reimbursement by the County for any meals, lodging, travel, or other expenses which may be incurred while serving as a witness.
- 20.3 An employee subpoenaed as a witness or defendant on behalf of the County shall be considered to be on duty and be entitled to be paid per diem and/or travel expenses in accordance with the provisions of the County's travel policy and procedure. Any fees awarded shall be returned to the County. Whenever applicable, the following will apply to administrative leave taken under this Article.
- a. If a required court appearance interrupts the employee's normal sleep period, the appointing authority shall grant the employee administrative leave equal to the loss but not to exceed eight (8) hours. Any such leave must be taken immediately after the employee is released by the Court.
  - b. Employees required to attend Court while on scheduled vacation leave may be allowed to substitute administrative leave for that Court time upon presentation of required documentation.
  - c. In the event a holiday occurs during a required Court appearance, administrative leave shall be charged and the employee granted a substitute holiday at the nearest possible date. If a substitute holiday cannot be granted, the employee shall receive holiday pay in addition to administrative leave pay.
- 20.4 An employee who appears in Court as a witness, plaintiff or defendant due to personal litigation or criminal charges or whose appearance is voluntary shall be required to use annual leave or leave without pay for any such absence from work.
- 20.5 Employees required to attend Court on their day off shall not receive an extra day off.
- 20.6 Employees who attend Court for only a portion of a regularly scheduled work day are expected to report to their supervisor after being excused or released by the Court.

**ARTICLE 21**  
**VOTING**

- 21.1 Time Off: During a primary, general, or special election, an employee who is registered to vote whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before or two (2) hours after the regular scheduled work period, it shall be considered sufficient time for voting.

**ARTICLE 22**  
**SEVERABILITY**

Severability: In the event a court of competent jurisdiction renders a final decision finding any practice or any provision of this Agreement unlawful, only such practice or provision shall be null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect. Upon any such judicial determination, the County and the Union will promptly negotiate and endeavor to reach an agreement on a substitute for the practice or provision found to be unlawful.

## ARTICLE 23

### EDUCATION, PROFESSIONAL LICENSING AND COMMERCIAL DRIVER'S LICENSE

- 23.1 When the best interests of the Public Employer is served by schooling, seminars, or classes for employees covered by this Agreement, and approved by the Appointing Authority, actual costs incurred shall be borne by the Public Employer.
- 23.2 All LIUNA bargaining unit members are included in the County's "Education Assistance Program and Licensing Fee Reimbursement/ Payment Program", BCC-8. The procedure to be followed is addressed in AO-8, "Education Assistance Program" for tuition reimbursement and in AO-9, "Licensing Fee Reimbursement/Payment Program" for licensing fee reimbursement. Additionally, the following applies for individuals who are required to have A.S.E certification as a condition of employment: All full time permanent and part-time permanent employees (including those with less than one (1) year of service) shall be eligible for A.S.E. certification reimbursement where such certification is a requirement for his/her position. Employees receiving certification reimbursement shall reimburse the County on a pro-rata basis if he/she leaves County employment or utilizes his/her certification for employment or other for-profit purpose other than County employment during the period of time for which the certification is applicable.
- 23.3 All employees in bargaining unit classifications which will require an A, B or C Commercial driver's license shall be required to obtain the license and appropriate endorsement(s) as required by state laws. The Public Employer agrees to pay the difference between the cost of said license and appropriate endorsement(s) and the cost of a driver's (operator's) license.

Should an employee, whose job position requires an A, B or C commercial driver's license, fail to obtain or maintain the appropriate license and endorsement, the Public Employer shall make every reasonable effort to assist the employee in transitioning to another position. The employee, however, remains finally responsible for obtaining and maintaining the license or transitioning to other employment.

No employee shall be allowed to operate equipment on a public thoroughfare unless he/she has the appropriate license/ endorsement. Failure to advise supervision of the lack of the required license/endorsement shall be cause for disciplinary action, up to and including dismissal.

**ARTICLE 24**  
**PROBATIONARY PERIOD**

- 24.1 The County shall require a nine (9) month probationary period for all newly hired employees and a three (3) month probationary period for promoted and voluntarily transferred employees.
- 24.2 All probationary employees will be evaluated in writing before the end of the six (6) or nine (9) month probationary period. An unfavorable rating will make the employee subject to further review, not to exceed sixty (60) days, or demotion or discharge.
- 24.3 Newly hired, promoted, or voluntarily transferred employees in training shall have their probationary period begin effective with the date the training is completed, or they otherwise become fully qualified for the position, up to a period of six (6) months.
- 24.4 Employees covered by this agreement shall be allowed check off of Union dues during their probationary period, provided the employee requests such deduction in writing as per Article 3.
- 24.5 It is agreed and understood that original and new hire probationary employees are not covered by the grievance procedure during the first ninety (90) days of the probationary period. After this ninety (90) day period, the grievance procedure may be used except for grievance of performance evaluations, major discipline or termination.
- 24.6 Permanent part-time employees who gain full time status with the County shall be placed on a six-month probationary period.
- 24.7 Employees placed on Disciplinary Probation shall not be entitled to use the Bargaining Agreement or Merit System grievance procedures if they are terminated during their disciplinary probationary period.

**ARTICLE 25**  
**SENIORITY**

25.1 Definitions:

Countywide Seniority: Countywide seniority is defined as the length of employment with the Board of County Commissioners. Such seniority shall be acquired by a permanent employee after completion of a probationary period, at which time seniority shall be retroactive to the first (1st) day of employment. Countywide seniority shall apply to accrual of all benefits and to promotional vacancies. Countywide seniority shall also apply in cases of termination by force reductions (layoffs).

Work Unit Seniority: Work unit seniority is defined as the length of employment within the employee's current program. Work unit seniority shall accrue as of the first (1st) day of employment or transfer into a new program. Work unit seniority shall apply in the cases of scheduling of annual leave. Employees working in a work unit that has shifts but does not meet a twenty-four (24) hour per day shift operation will be allowed to bid for the shift of their choice. Shift bids for Work Unit Seniority will be restricted to the specific work location in which the employee works or is assigned.

Plant Seniority: Plant seniority is for plants that have more than eight (8) hours per day shift operations. This seniority shall be utilized when assigning shifts or work schedules for a plant.

Plant seniority shall accrue as of the first (1st) day of employment as a licensed operator at an assigned plant. When selecting shift assignments by plant seniority the following will be considered:

1. Reallocation of existing positions from one plant to another. This may be required by permit condition or management decision.
  - a. Reallocation of a position to another plant with the existing incumbent will allow the incumbent to retain plant seniority.
  - b. Reallocation of a vacant position to another plant will be treated as a new position. Any transfers will lose plant seniority.
2. Any transfers to open positions at other plants which result in the vacated position being deleted or reclassified, the transferee shall retain plant seniority.
3. Temporary reassignment due to temporary vacancy (medical leave, family leave, approved leave without pay, etc.). Assigned employee retains plant seniority and accrues plant seniority at the temporary assignment. Temporary assignments will replace shift positions that are vacant and shall not impact existing plant schedules.
4. When another new position is created at a plant and the position is filled from another plant, the transferee will lose plant seniority.

5. When a vacant position is filled by an employee from another plant and this transfer results in a vacancy at the other plant, then the transferee will lose plant seniority.
  6. Lead worker assignments shall not be subject to work unit seniority provisions.
- 25.2 Cumulation: Seniority shall accumulate during absence because of illness, injury, vacations or other authorized leave.
- 25.3 Break in Seniority: Seniority shall be broken when an employee:
- a. Terminates voluntarily;
  - b. Is discharged for a just cause;
  - c. Is laid off for a period of 360 consecutive calendar days or more.
- 25.4 Leave Without Pay: For unpaid leaves of absence of over thirty (30) consecutive days, such time shall not accumulate as seniority.
- 25.5 Space Coast Area Transit Route Assignments: Space Coast Area Transit Vehicle Operator III's route assignments (routes numbered 1-90) shall be bid on a departmental seniority basis every six (6) months.
- a. The six (6) month limit on route assignments may be extended upon written mutual agreement by Space Coast Area Transit Director and the Union Business Agent.
- 25.6 Layoff Procedure:
- a. Notification:  

Management will notify the Union at least thirty (30) days in advance of a pending layoff action of employees covered by this agreement. Bargaining unit employees not on an initial probationary period who are laid-off will receive a minimum of two (2) weeks' severance pay.
  - b. Order of Layoff:  

When any department in the County determines it necessary to lay off employees in any classification covered by this agreement, the following order of layoff shall apply:

    1. Temporary employees performing the same duties as LIU members.
    2. Original LIU probationary employees within departments affected by layoffs.
    3. Permanent employees.

Permanent employees will be laid off in the order of their length of Countywide service. In the event two or more employees affected have the exact same amount of Countywide seniority, the employee with the highest score on his or her last evaluation will be deemed to be the senior employee.

25.7 Recalls:

- a. Employees laid-off or who are working in a lower classification shall retain recall rights for twelve (12) months to the classification from which they were originally laid off or reassigned. Laid off employees recalled within these twelve (12) months shall have seniority restored based on date of hire.

When employees are recalled from layoff, those with the greatest County Seniority for the vacant classification shall be recalled first.

Recall to laid-off employees will be made by certified mail to the last address as shown in the Employer's records.

- b. Within ten (10) calendar days of the certified receipt date, laid-off employees must convey their intention of accepting the job and returning to work to the Human Resources Department or forfeit their seniority and recall rights.
  1. Recall will be offered to laid-off employees provided they are qualified to perform the essential functions of and meet the qualifications for the job. A recalled employee must be available to return to work within two (2) weeks of receipt of notification of recall. If the member is unable to return, due to a documented physical or mental condition, the County will proceed to the next person in line per seniority, or post the position if no one else is on the recall list. A recalled person unable to return to work due to a documented physical or mental condition will be removed from the recall list until the individual notifies the County and provides documentation that he is able to perform the essential functions of the position. This process is only available during the recall period. Once the person provides the County appropriate notice and documentation of ability to return to work they will be placed back on the recall list based on order of seniority.
  2. Upon recall to fill vacancies in their laid-off classification, employees shall receive the same hourly rate they held at the time of layoff and, in addition, any negotiated increase that may be applicable.
  3. No probationary period will be required for recall to the position currently held at the time of the layoff.
  4. Any employee that takes another position with the County will be removed from the recall list.

**ARTICLE 26**  
**PROMOTIONAL VACANCIES**

- 26.1 Applications for Promotion: An employee may apply for a promotion to a different job classification in County employment at any time.
- 26.2 Eligibility List: An employee who applies and qualifies for promotion shall be automatically included on the certificate of eligibles when a vacancy occurs within one (1) year of the date the application was filed, unless the employee has requested otherwise.
- 26.3 Duration of Eligibility: An employee who has applied and qualified for promotion to a job class will remain on the eligibility list for that class for a period of one year, provided he/she does not withdraw his/her application and possesses the required minimum qualifications for the position vacancy.
- 26.4 Filling Vacancies: Promotional vacancies shall be filled on the basis of ability and qualifications. Where ability and qualifications are substantially equal, as determined by the appointing authority, seniority shall be the determining factor.
- 26.5 Posting: All advertised County promotional announcements shall be posted for five business days on all bulletin boards authorized for Union use.
- 26.6 Applicability: The provisions of this article shall be applicable only to bargaining unit promotional opportunities.
- 26.7 Part-time Employees: When a full time vacant position is posted to be filled, part-time permanent employees will be given the same consideration as full-time permanent employees where qualifications are concerned to fill the full-time position.

**ARTICLE 27**  
**SAVINGS CLAUSE**

- 27.1 The Public Employer agrees that during the term of this Agreement economic fringe benefits other than wages, such as a pension plan, insurance or holidays, which were authorized in writing by the County Manager of the Public Employer, and known to him and which were uniformly enjoyed by all public employees in the bargaining unit who are similarly situated, shall not be abolished.
- 27.2 The Union and the County agree to reopen Article 15 of this Agreement when there is Federal or State Legislation or Constitutional amendments enacted that have an adverse impact on Public Employer's ability to pay benefits contained in the Agreement. The proof of such an inability to pay these benefits lies strictly on the County and must be shown to have a similar impact on all other Ad Valorem funded County agencies. To invoke this article, the Board of County Commissioners must pass a resolution to declare a state of 'financial emergency' necessitating the re-opening of Article 15. The union and County further agree that any modification of the wage article shall be no more than the burden shared by the balance of all other County employees.

**ARTICLE 28**  
**RETIREMENT**

Retirement Program: During the term of this Agreement the Public Employer shall make appropriate contributions to the State of Florida Retirement System for eligible bargaining unit employees who are under such System or come under such System during the term of this Agreement. The employee's eligibility for participation in the System, the amount of the Public Employer's contribution, and the benefits the employee may receive shall be governed by the appropriate provision of Chapter 121 and 122, Florida Statutes, as amended from time to time, and the administrative regulations adopted under said Statutes.

**ARTICLE 29**  
**JOB SECURITY**

- 29.1 It is the intent of the Public Employer that management or non-bargaining unit employees shall not be assigned to take the place of or perform the work of bargaining unit employees available to do the work except as provided below:
- (1) For purposes of instruction.
  - (2) In emergency situations as provided by Article 5.2.
  - (3) During meal or rest periods.
  - (4) After a reasonable effort to secure a qualified employee has failed.
  - (5) When performing such work will not exceed one (1) hour duration and does not result in a reassignment of any bargaining unit member.

Employees shall not be required to work below their job classifications without legitimate reason or cause for periods in excess of two (2) consecutive weeks.

For the purposes of this Article to "take the place of" does not mean to fire or terminate.

- 29.2 Privatization: The Public Employer expressly agrees not to contract or subcontract to any firm, company, organization, or business, work currently performed by County employees in the Bargaining Unit which would result in the layoff of such employees without a minimum of three (3) months notice with a cost analysis provided. Additionally, the County will make reasonable efforts to place layoff candidates in alternate County positions.
- 29.3 The employer shall, whenever possible, give the Union 30 days notice prior to laying off a shop steward.

**ARTICLE 30**  
**MERIT SYSTEM**

- 30.1 Merit System: All members of the bargaining unit shall be subject to the Brevard County Merit System Ordinance and all the policies and procedures adopted under such Ordinance unless an article of this Agreement is in express and direct conflict with such Ordinance, policy or procedure. In the event of an express and direct conflict the provisions of this Agreement shall prevail. The Union Business Agent may represent a Bargaining Unit member in the Merit System grievance procedure.
- 30.2 The County shall provide notice to the Union Business Agent at least one (1) week prior to any public hearing for additions or modifications of Merit System Policies.
- 30.3 Equal Employment Opportunity: The Union and Public Employer understand and agree any promotions of personnel to achieve the purposes of an equal employment opportunity program under the Merit System shall not be subject to the provisions of Article 26 on promotions.

**ARTICLE 31**  
**DISCRIMINATION**

- 31.1 Discrimination Against Union: The County agrees that there will be no discrimination against any employee or employees on account of membership or non-membership in the Union.
- 31.2 Union Discrimination: Neither the Union nor its members shall intimidate, coerce or otherwise interfere with any employee in the exercise of his/her right to work or right to refrain from Union activity of membership.
- 31.3 Discrimination Practices Prohibited: The County shall not discriminate in employment, promotion or training on the basis of but not limited to political opinion or affiliation, race, color, national origin, ancestry, gender, age, marital status, or physical or mental disability, if such disability does not preclude the performance of the essential functions of the job. The Union shall not discriminate in its membership or practices on the basis but not limited to political opinion or affiliation, race, color, national origin, gender, ancestry, marital status, physical or mental disability, or age.

**ARTICLE 32**  
**DRUG TESTING**

The County and the Union mutually agree that employee substance abuse constitutes a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment is placed in jeopardy if any employee is under the influence of a controlled substance, narcotic, drug, or alcohol. To allay public concerns regarding substance abuse by Public Safety employees, and to mitigate the danger to other employees in the workplace, the County and the Union mutually agree to abide by BCC-7 "Drug and Alcohol Testing of Applicants and Employees" (May 20, 2008 revisions, as revised), for all LIU bargaining unit drug testing. Testing of Transit Services employees shall be done in accordance with BCC-14, Drug & Alcohol Testing of Space Coast Area Transit Applicants and Employees (October 12, 2010 revisions, as revised consistent with D.O.T. mandates).

The County shall retain the right to develop and implement a specialized drug testing program consistent with the requirements of 105 Statute 962, 49 U.S.C. 1618(a) and any regulations issued by the Secretary of Transportation, establishing a program requiring mass transportation operations which are recipients of Federal financial assistance to conduct pre-employment, reasonable suspicion, random and post-accident testing of mass transportation employees responsible for safety sensitive functions for use, in violation of law of Federal Regulation, of alcohol or a controlled substance.

**ARTICLE 33**  
**EMPLOYEE RIGHTS**

- 33.1 An employee covered by this Agreement shall have the right to join in or refuse to join in Union activity without interference, coercion or intimidation by management or any other employee of the Public Employer/or the Union.
- 33.2 All employees have the right to representation in meetings with management when they feel that disciplinary action could or will result in their determination of grievances, and on all terms and conditions of their employment. Union members have the right to request Union representation at all meetings with management when the questioning relates to an investigation where the employee reasonably believes he or she may be disciplined or discharged as a result of the questioning.
- 33.3 Every employee has the right to be notified in accordance with the Florida Right to Know Act of any hazardous waste, toxic chemicals or substances in his/her employment which may endanger or cause death to the employee or members of his/her immediate family.
- 33.4 All employees have the right to a fair hearing and resolution of grievances without fear of discharge, threat of reprisal, or discrimination because the employee has filed an appeal, charges, or given testimony against the employer or another employee, regardless of status.
- 33.5 All employees have the right to file valid claims for compensation or attempt to claim compensation under the Workers' Compensation law without fear of threats, intimidation, or coercion by reason of such claim.
- 33.6 In all pre-disciplinary notices, employees shall be advised of their right to have a Union Representative present at his/her pre-disciplinary hearing.

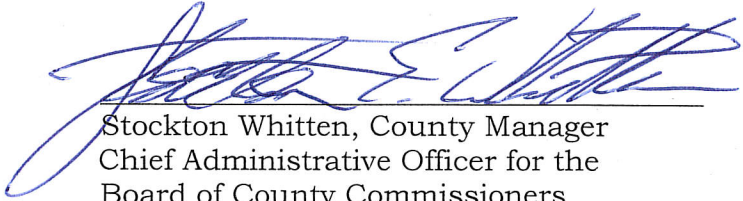
**ARTICLE 34**  
**PERFORMANCE EVALUATIONS**

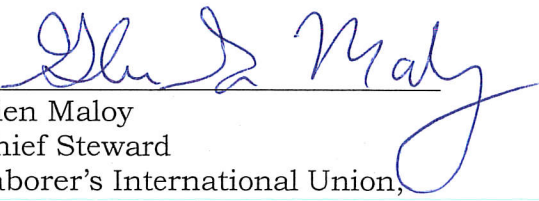
- 34.1 Employees shall receive an annual performance evaluation that shall become a permanent part of the employees' official personnel file. Upon an employee filing a timely grievance under this agreement, no performance evaluation shall be placed in the employee's department or official Human Resources personnel file until all steps of the grievance procedure have been completed. Upon completion of the grievance process the final performance evaluation shall be placed in the employee's department and/or official Human Resources personnel files. Additionally, an employee shall be entitled to a six (6) month informal performance evaluation, which shall not become a permanent part of the employee's permanent personnel file.
- 34.2 Where an employee's supervisor changes, the employee shall have the right to request that no performance evaluation be conducted until the supervisor has actually supervised the employee for a minimum of three (3) months. In such cases, the employee's latest annual performance evaluation shall remain in full force and effect until a new evaluation is completed.
- 34.3 In those cases where an employee receives a performance evaluation which is below his most recent performance evaluation (formal or informal), the employee shall have the right to appeal the evaluation as follows:
- (a) An employee who disagrees with the content of his/her annual formal performance evaluation may appeal by providing the evaluator and reviewer a written statement, on the designated appeal form, citing the reasons why the employee believes the evaluation of performance is inaccurate. Such appeal must be provided to the evaluator within five (5) working days of the date the evaluator initially presented the evaluation to the employee. The evaluator and reviewer will consider the employee's comments and provide a written response, on the designated form, within five (5) working days of the receipt of the appeal.
  - (b) In the event the evaluator/reviewer do not find sufficient justification to modify the evaluation, the employee may appeal the decision on the designated form to the Department Director within five (5) working days of receiving the evaluator/reviewer's decision. The Department Director will consider the employee's comments and provide a written response, on the designated form, within five (5) working days of receipt of the appeal.
  - (c) In the event the Department Director does not find sufficient justification to modify the evaluation, the employee may appeal this decision on the designated form to the Human Resources Director or his/her designee within five (5) working days of receiving the Department Director's decision. The Human Resources Director or his/her designee will consider the employee's comments and provide a written response, on the designated form, within five (5) working days of receipt of the appeal. This step in the appeal process shall be final and not appealable.

**ARTICLE 35**  
**ENTIRE AGREEMENT**

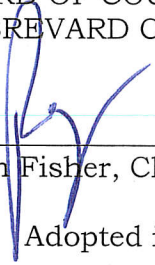
- 35.1 This Agreement shall take effect upon its adoption and shall remain in full force up to and including September 30, 2017.
- 35.2 **Fiscal Hardship:** In the event the Board of County Commissioners, in their sole discretion, declares by resolution a fiscal hardship anticipating possible bargaining unit layoffs, the County and the Union agree to meet within fourteen (14) days thereafter for the purpose of negotiating changes to the collective bargaining agreement to prevent or minimize layoffs. In the event negotiations are unsuccessful, either party may declare impasse and proceed directly to resolution of the impasse at a public hearing before the Board of County Commissioners in accordance with Florida Statute 447.403(2)(a) and (d).
- 35.3 The County shall be responsible for the reproduction of this agreement and agrees to provide copies to all bargaining unit employees.
- 35.4 If either the Public Employer or the Union desires to modify, amend or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing not less than ninety (90) days prior to the termination date of this Agreement. Following receipt of such notice, unless there is mutual agreement to the contrary, the Public Employer and the Union shall commence negotiations.

  
\_\_\_\_\_  
Ben Basora  
Business Manager  
Laborer's International Union,  
North America - Local 678

  
\_\_\_\_\_  
Stockton Whitten, County Manager  
Chief Administrative Officer for the  
Board of County Commissioners  
of Brevard County, Florida

  
\_\_\_\_\_  
Glen Maloy  
Chief Steward  
Laborer's International Union,  
North America - Local 678

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY

by:   
\_\_\_\_\_  
Robin Fisher, Chairman

Adopted in Open Session this

4th day of August, 2015

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk

(SEAL)

