SUMMARY OF AGREEMENT PROVISION CHANGES

Government Supervisors Association of Florida – Supervisory Unit For Fiscal Years 2017/2018, 2018/2019, & 2019/2020

Three-year agreement

ARTICLE 11 – WAGES:

A. Fiscal Year 2017/2018:

- 1. For Fiscal Year 2017/2018, effective the first full pay period in October of 2017 (October 8, 2017), eligible bargaining unit employees, who on their most recent annual Leadership Performance Review (LPR) or other performance-based evaluation program received a rating of "Meets Overall Expectations" or "Exceeds Overall Expectations" will receive 3% base salary increase (within the salary range). Those current employees recently hired and who have yet to receive their annual performance review for their current position as of October 7, 2017, shall also receive the 3% base salary increase. To be eligible, employees must be employed in a Bargaining Unit position as of the effective date, and be employed by the County as of the date of Commission approval of this Agreement.
- 2. Eligible employees below the maximum of the pay range, and limited to an increase of less than 3% to their base hourly pay due to the maximum of the pay range, shall receive a one-time, gross lump sum amount equal to the difference between 3% and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar).
- 3. Eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 7, 2017, will not be eligible for a base hourly adjustment as provided in Section A.1. above. Those employees will receive a one-time, gross lump sum amount equal to 3% of the employee's base annual salary.
- 4. All current employees who on their most recent annual performance evaluation received a rating of "Does Not Meet Overall Expectations" will not be eligible to receive the annually determined percentage increase at this time. However, in accordance with County Policy, such employees should be placed on a formal Performance Improvement Plan with a time duration of 90 days and receive a "Special Performance Evaluation" at the conclusion of the Performance Improvement Plan time frame. Those employees with a performance rating that at least "Meets Overall Expectations" will receive the 3% base salary increase prospectively.
- 5. Notwithstanding the above, in the event that the County agrees to a non-concessionary across the board, salary/wage increase greater than 5% combined over Fiscal Years 2017/2018 and 2018/2019 with the Blue Collar

Bargaining Agreement, White Collar Agreement, or unrepresented employees, either party may request in writing its desire to meet to explore alternatives to the agreed upon salary/wage provisions of this Article. Any such request is an informal request that does not trigger the opening of the parties' Collective Bargaining Agreement or the impasse provisions of Chapter 447, Florida Statutes. Further, the request must be received within 30 days of County approval of such salary decrease/increase.

- 6. For Fiscal Year 2017/2018, effective on the first full pay period in April of 2018 (April 8, 2018), eligible bargaining unit employees who have five or more years of continuous service experience in their current County job classifications as of April 7, 2018, and who are below the 25th percentile of their pay grade, shall have their salary adjusted upward to the 25th percentile of their pay grade.
- 7. The parties agree that it is the County's intent to develop a process to collect data for the purpose of creating a skills inventory for all bargaining unit employees. This process will include data on the employee's education, certificates/licenses and critical/unique skills. The Union agrees to support the data collection process, which may include obtaining information from employees.

B. Fiscal Year 2018/2019:

- 1. For Fiscal Year 2018/2019, effective on the first full pay period in October of 2018 (October 7, 2018), eligible bargaining unit employees, who on their most recent annual Leadership Performance Review (LPR) or other performance-based evaluation program received a rating of "Meets Overall Expectations" or "Exceeds Overall Expectations" will receive a 2% base salary increase (within the salary range). Those current employees recently hired and who have yet to receive their annual performance review for their current position as of October 6, 2018, shall also receive the 2% base salary increase. To be eligible, employees must be employed in a Bargaining Unit position as of the effective date, and be employed by the County as of the date of Commission approval of this Agreement.
- 2. Eligible employees below the maximum of the pay range, and limited to an increase of less than 2% to their base hourly pay due to the maximum of the pay range, shall receive a one-time, gross lump sum amount equal to the difference between 2% and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar).
- 3. Eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 6, 2018, will not be eligible for a base hourly adjustment as provided in Section B.1. above. Those employees will receive a one-time, gross lump sum amount equal to 2% of the employee's base annual salary.

- 4. All current employees who on their most recent annual performance evaluation received a rating of "Does Not Meet Overall Expectations" will not be eligible to receive the annually determined percentage increase at this time. However, in accordance with County Policy, such employees should be placed on a formal Performance Improvement Plan with a time duration of 90 days and receive a "Special Performance Evaluation" at the conclusion of the Performance Improvement Plan time frame. Those employees with a performance rating that at least "Meets Overall Expectations" will receive the 2% base salary increase prospectively.
- 5. Notwithstanding the above, in the event that the County agrees to a non-concessionary, across the board salary/wage increase greater than 5% combined over Fiscal Years 2017/2018 and 2018/2019 with the Blue Collar Bargaining Agreement, White Collar Agreement, or unrepresented employees, either party may request in writing its desire to meet to explore alternatives to the agreed upon salary/wage provisions of this Article. Any such request is an informal request that does not trigger the opening of the parties' Collective Bargaining Agreement or the impasse provisions of Chapter 447, Florida Statutes. Further, the request must be received within 30 days of County approval of such salary decrease/increase.
- 6. For Fiscal Year 2018/2019, effective on the first full pay period in April of 2019 (April 7, 2019), eligible bargaining unit employees who have three or more years of continuous service experience in their current County job classifications as of April 6, 2019, and who are below the 25th percentile of their pay grade, shall have their salary adjusted upward to the 25th percentile of their pay grade.

C. Fiscal Year 2019/2020:

- For Fiscal Year 2019/2020, either party, upon written request, can reopen Article 11, Wages and three Articles each. Thereafter, this Agreement shall remain in effect, except for any provisions which specifically expire or are date specific, until a successor agreement is approved by the Board of Broward County Commissioners.
 - F. <u>Salary Adjustment Authority</u>: The County Administrator has the authority to increase the salary of bargaining unit employees within the range of the employee's applicable salary range after the applicable agency advises the Association and offers an opportunity to "meet and confer" about the decision. In the event the Association disagrees with the Administrator's decision, the County may still implement the adjustment and such decision shall not be grievable. The County Administrator also has the authority to adjust the pay grades upward outside of the bargaining process based on a market review conducted by the County. Prior to implementing any pay grade adjustments, the Association will be advised and offered an opportunity to "meet and confer" about the decision. In the event the Association disagrees with the County Administrator's decision, the County may still implement the pay grade adjustment and such decision shall not be grievable.

ARTICLE 10 – DISCIPLINARY ACTION:

<u>New Section I</u>: In the case of an investigation by the County's Office of Intergovernmental Affairs and Professional Standards, the above stated 60 day period will begin on the date the affected County agency was notified of the investigation results.

ARTICLE 15 – INSURANCE BENEFITS:

Section C: Strike section

<u>ARTICLE 16 - SENIORITY, LAYOFFS, RECALL, AND REEMPLOYMENT RIGHTS:</u>

Section E: Amend to include seniority preference for veterans.

ARTICLE 17 - PROMOTION POLICY:

Section A: Amend to include new promotional increase language.

ARTICLE 27 – OVERTIME:

<u>Section C</u>: Add hours worked during a declared emergency as counting towards the computation of overtime.

ARTICLE 29 - CONTINUING EDUCATION AND TRAINING:

<u>Section C:</u> Amend to change title of Educational Reimbursement program to Employee Education Benefits Program.

NEW ARTICLE 30 - PARENTAL LEAVE:

In the event that the Commission approves a Parental Leave policy for unrepresented employees, such policy will apply to bargaining unit members under the same terms and conditions as it applies to unrepresented employees.

LETTERS OF UNDERSTANDING:

- Labor Management Committee Sick Leave Monitoring Policy
- Thereafter Step Adjustment Transit Skilled Trades Supervisors and Transit Supervisors