

COLLECTIVE BARGAINING AGREEMENT

between

THE BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

and

LOCAL 1591, AMALGAMATED TRANSIT
UNION, AFL-CIO-CLC

Effective FY
2017/2018, 2018/2019, 2019/2020

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PREAMBLE

It is the purpose of this Agreement to promote harmonious relations between the County and its employees and to establish an orderly and peaceful procedure in the settlement of differences, which might arise, and to provide for joint collective bargaining in the determination of wages, hours, promotions and other conditions of employment of employees covered by this Agreement. It is recognized that it is the responsibility of the County government to provide services affecting the health and welfare of the citizens of the County and that this Agreement between the County and the ATU will serve that end.

ARTICLE 1

RECOGNITION

In accordance with Certification No. 531 which was issued by the Public Employees Relations Commission on March 27, 1981, (Case No. RC-80-057) and as amended by Orders dated July 18, 1985, (Case No. MS-85-014), and May 11, 1998 (Case No. UC-98-012), the County hereby recognizes Amalgamated Transit Union, Local 1591 as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, promotions, and conditions of employment for those employees of the County working within the following bargaining unit certified pursuant to the aforementioned case numbers.

INCLUDED: All full-time and permanent part-time employees of the Broward County Board of County Commissioners in the classifications set forth in Attachment I.

EXCLUDED: All other employees including temporary, "will call" employees, supervisory employees with the level or position of section head, assistant directors and division and department heads, employees presently represented by a certified bargaining representative, managerial and confidential employees as defined by Chapter 447, Part II, Florida Statutes, and professional employees.

Whenever the County seeks to establish a new or modify existing, job classifications and/or pay ranges it shall be done in accordance with the procedures outlined below.

- A. The County shall notify the Union following the establishment or modification of a job classification and/or pay range when:
 1. The modified job classification and/or pay range exists outside the bargaining unit or the County believes the new job classification is appropriately excluded from the bargaining unit;

2. If the Union disagrees with the placement of the new or modified job classification, the matter may be referred to the Public Employees Relations Commission (PERC);
 3. If PERC determines the job classification is more appropriately included in the bargaining unit, the County and the Union shall meet to negotiate the pay range;
- B. When the County proposes the creation or modification of a job classification and/or pay range which is included or believed by the County to be appropriately included in the bargaining unit the County shall:
1. Notify the Union, in writing, prior to implementation;
 2. The Union will respond within ten (10) calendar days if it wishes to request to negotiate the pay range with negotiations to immediately ensue;
 3. In the event that the County believes it has a legitimate unforeseen business reason to require the immediate implementation of the job classification and/or pay range without notification to the Union, the County may waive the requirement for prior notification; however, the County shall immediately notify the Union as soon as possible thereafter with negotiations to immediately ensue.
 4. If the Union and the County agree with the inclusion of a new classification in the bargaining unit, a joint unit clarification petition will be filed with the Public Employees Relations Commission no later than the next subsequent January 1, (or within ninety (90) days after implementation in the event implementation occurs after October 1).

5. If the Union disagrees with the inclusion of the classification in the bargaining unit, that classification will not be included in the unit and either party may refer this issue to the Public Employees Relations Commission.

ARTICLE 2

MANAGEMENT RIGHTS

It is understood that the County has the right to operate County Government. In order to accomplish the mission of Broward County Government, management will necessarily accomplish the following, subject to provisions of this Agreement; or any written regulation, written rule, written order or written procedure of the County:

- A. discipline, demote, suspend, or discharge an employee or class of employee for just cause;
- B. hire, promote, retain, and evaluate employees;
- C. layoff employees because of lack of work or other legitimate reasons;
- D. determine what reasonable work activities are performed;
- E. supervise and direct its employees consistent with the mission of Broward County Divisions of County Government;
- F. determine unilaterally the purpose of the Divisions;
- G. exercise control and discretion over the organization and operation of Broward County Divisions of County Government;
- H. exercise those rights, powers, and authorities which the County legitimately exercised prior to this Agreement;
- I. fulfill its legal responsibilities wherever such is not inconsistent with the terms of the Agreement or any written regulation, written rule, written order or written procedure of the County;
- J. set standards of service to be provided to the public, including the right to subcontract.

The County has the right to formulate, change, or modify reasonable rules, regulations, and procedures related to operations, except that no rule, regulation, or procedure shall be formulated, changed, or modified in a manner contrary to the provisions of this Agreement. It is understood that the written regulations, written rules, written orders or written procedures of the County referred to in the first paragraph of this Article and in sub-paragraph I of this Article, are not to be deemed a part of the Agreement for the purpose of the exercise of management's rights stated in this Article. Notwithstanding the above, the provisions of Article 27 remain undiminished and supersede any apparent conflicts with this Article.

ARTICLE 3

EMPLOYEE RIGHTS

Section 1: The parties agree not to interfere with the right of any employee to become or not become a member of the ATU.

Section 2: There shall be no discrimination against any employee covered by this Agreement by reason of race, creed, color, national origin, gender, age, disability, sexual orientation, religious belief, political affiliation or belief, ATU membership or activity, or lack of ATU membership or activity.

Section 3: The parties specifically agree that neither they nor any of their official representatives will intimidate or coerce any employee or group of employees to refrain from joining or becoming a member of the ATU, Local 1591.

In the event that the County receives written notice from the ATU that any official representatives of the County are intimidating or coercing any employee or group of employees to refrain from joining or becoming a member of the ATU, Local 1591, the County shall investigate such allegation and, if true, the County shall make every effort to prevent and eliminate all such actions.

Section 4: When a conflict exists between the language of the terms and conditions of the Agreement and the Broward County Chapter 14 of the Administrative Code, the Agreement shall prevail.

Section 5: The County agrees to abide by Florida Law, relating to polygraph of employees of the bargaining unit.

Section 6: The parties agree that the Office of Intergovernmental Affairs and Professional Standards (OIAPS/OEO) shall be available to unit employees who allege

in writing that they have been discriminated against by reason of race, creed, color, national origin, gender, age, religious belief, disability or political affiliation or belief. The OIAPS/OEO Office, which may request the assistance of the ATU, shall investigate such allegations and take whatever corrective action if necessary. Employees filing under this section shall not be entitled to simultaneously file a grievance through the process in Article 4. Said employees shall have the right to file a grievance only after the completion of the investigation or after the County has reviewed the status of the investigation with the affected employee, whichever comes first. Notwithstanding the aforesaid, employee shall have the right to file grievances any time after 45 calendar days has elapsed, commencing from the time the original complaint was filed.

Section 7: The parties agree that the Division of Human Resources, Employee/Labor Relations section shall be available to unit employees who allege in writing that harassment, coercion, or improper punitive action not alleged to be based on protected categories in Section 6 above by the County exists; which, shall investigate such allegations and take corrective action if necessary. Employees filing under this section shall not be entitled to simultaneously file a grievance through the process in Article 4. Said employees shall have the right to file a grievance only after the completion of the investigation or after the County has reviewed the status of the investigation with the affected employee, whichever comes first. Notwithstanding the aforesaid, employee shall have the right to file grievances any time after 45 calendar days has elapsed, commencing from the time the original complaint was filed.

ARTICLE 4

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1: Any claim by an employee, group of employees, or the Union at the request of a group of employees, that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement, or any written rule, written order, written regulation, or written procedure of the County may be processed as a grievance as is hereinafter provided. All employees shall have the right to a fair and equitable grievance procedure, administered without regard to membership or non-membership. The Union shall not be required to process grievances for employees who are not members of the Union. In the event the Union refuses to initiate an employee's grievance for reasons of non-membership at Step 1 of the grievance procedure, the employee may advance his/her grievance and may utilize these procedures up through and including arbitration. Any grievance not accepted by the Union for reasons other than non-membership shall not be processed.

Performance evaluations shall not be subject to the grievance procedure with the exception of those annual evaluations in which overall performance rating results in a Quality Point Average (QPA) less than 3.2. If an employee disagrees with any statement in a performance evaluation regardless of the QPA, the employee may submit a written statement of rebuttal setting forth the basis of the disagreement to the Director of HR for inclusion in his/her official personnel file. Separations due to reduction in force, complaints involving appeals from examination ratings, and classification decisions shall not be subject to review through this grievance procedure. The provisions of this Article shall not add to or subtract from the provisions of Article 2

"Management Rights" and/or Article 27 "Prevailing Rights".

Section 2: In the event that an employee believes there is a basis for a grievance, he/she shall first discuss promptly the alleged grievance with the immediate supervisor either personally or if he/she prefers, accompanied by a Union representative, within ten (10) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.

Section 3: If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may be invoked within ten (10) working days of the informal discussion, on the form set forth in Appendix "B", signed and dated by the Union, indicating acceptance or denial to process the grievance. The form shall contain all known facts supporting the alleged grievance. In the event that the Union does not accept the grievance for reasons of non-membership, the County shall thereafter conduct all official communications directly with the employee(s), with a simultaneous copy to the Union.

Step 1: Within the time frames set forth in Sections 1, 2, and 3 above, the grievance form contained in Appendix "B" must be submitted to the appropriate Division Director. Within ten (10) working days of receipt of the grievance, the Division Director and/or his/her designee shall contact the Union to mutually schedule a meeting with the Union in an effort to resolve the grievance. The Division Director and/or his/her designee shall indicate the disposition of the grievance in writing within ten (10) working days after such meeting and shall furnish a copy thereof to the Union, provided that when the Union is satisfied with the response, processing of the grievance will automatically terminate.

In those grievances arising from discharge or suspension in excess of one (1) day the formal grievance procedure shall be initiated at Step 2 within ten (10) working days of the date on which the employee could reasonably have known of the disciplinary action giving rise to the alleged grievance.

Step 2: If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the Department Director and/or his/her designee within ten (10) working days of the disposition or expiration of the time limit. Within ten (10) working days the Department Director or his/her designee shall contact the Union to mutually schedule a meeting with the Union and shall indicate the disposition of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy thereof to the Union, provided that when the Union is satisfied with the response, processing of the grievance will automatically terminate.

Step 3: If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the County Administrator or his/her designee within ten (10) working days of the disposition or expiration of the time limit. Within ten (10) working days the County Administrator or his/her designee shall contact the Union to mutually schedule a meeting with the Union and shall indicate the disposition of the grievance in writing within ten (10) working days after the meeting occurs and shall furnish a copy thereof to the Union.

Step 4: If the Union is not satisfied with the disposition of the grievance by

the County Administrator or his/her designee, or if no disposition has been made within the specified time limit, the grievance may be submitted by the Union (or by an individual grievant, but only if the grievant is a non-member and the Union at Step 1 of the grievance procedure declined to process the grievance on that basis alone), to arbitration by filing a Request for Arbitration Panel with the Federal Mediation and Conciliation Service within ten (10) working days of the date of disposition at Step 3, or the expiration of the time limit, with a copy furnished simultaneously to the County. The arbitrator shall be selected from a list provided by the Federal Mediation and Conciliation Service in accordance with its rules, which rules shall likewise govern the arbitration proceedings. The parties agree that the award of the arbitrator shall be final and binding.

Section 4: The parties in arbitration will pay equally the expenses of the arbitrator. Each party shall be responsible for any additional expense it chooses to incur.

Section 5: The time limits provided in this Article shall be strictly observed, unless extended by written agreement of the parties. Time limits set forth in this Article shall exclude Saturdays, Sundays and designated holidays. If a grievance meeting is re-scheduled at the written request and mutual agreement of the parties, the time frames will be automatically extended the same number of days, which resulted in the delay, to allow for re-scheduling of the grievance meeting.

Section 6: Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

Section 7: The arbitrator shall be prohibited from modifying, changing, adding to or subtracting from the terms of this Agreement or any supplementary written approved

amendment entered into mutually by the parties.

Section 8: The parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated nor shall such settlement constitute a precedent for the interpretation or application of the provisions of this Agreement.

Section 9: Nothing in this Article shall require the Union to process grievances for employees who are not members of the Union.

Section 10: The County's Civil Service grievance procedure shall not be available to unit members for processing grievances arising under this Agreement.

Section 11: Neither the Union nor the individual grievant may partially accept or partially reject a disposition of the grievance. The Union, or the individual grievant in cases where the Union declined to process the grievance for reasons of non-membership, must either accept or reject the disposition of the grievance, in its entirety. Thus, for example, if the Union grieves a termination, and the employee is ordered reinstated without back pay at one of the steps of the grievance procedure, the Union may not accept the reinstatement and continue to grieve the loss of back pay. The only choices would be to accept the disposition of the grievance, or remain discharged and pursue the grievance further.

Section 12: Probationary employees shall have no right to utilize this grievance/arbitration procedure for any matter concerning discharge or other discipline.

ARTICLE 5

DISCIPLINARY ACTION

Section 1: The parties recognize the County's right to place notices of all disciplinary action into employee's personnel files, and to use such notices as evidence in support of future disciplinary action(s). However, the Division of Human Resources, Employee/Labor Relations section will not cause a formal written reprimand to be placed in an employee's official personnel file, if the Union notifies the Employee/ Labor Relations Manager that a grievance has been filed on that reprimand, until the contractual grievance procedure has concluded for that grievance. County agrees that disciplinary notices or documentation evidencing an oral or written warning/reprimand for which there has been no recurrences of the same nature in twenty (20) months, shall not be used to support further disciplinary action.

Section 2: Discipline of an employee shall be imposed only for just cause. Discipline under this Article means counseling/ informal written reprimand, official written reprimand, suspension without pay, demotion for cause, or dismissal from service.

All disciplinary actions must be issued to the employee with a copy simultaneously provided to the Union no more than thirty (30) calendar days after the incident, or after the date on which management became aware of, or reasonably should have become aware of, the incident. In the event that the pre-disciplinary meeting or disciplinary meeting is re-scheduled at the request of either party, the time frames for issuing any discipline will be automatically extended the same number of days, which resulted in the delay, to allow for re-scheduling of the pre-disciplinary or disciplinary meeting. In the case of vehicle accidents, the above stated thirty (30) day period will begin on the date the

affected Division or Office is notified of the Accident Review Board's determination. If management receives new information or the nature of the incident requires a lengthy investigation, management must so advise the employee or the Union of the need to extend the thirty (30) day period and the length of the needed extension, in which case the thirty (30) day period shall be extended but not more than an additional thirty (30) days without the written approval by the Union. The above mentioned time frames shall not apply when the possible disciplinary action is reasonably related to a criminal or OIAPS/OEO investigation. In cases of disciplinary action reasonably related to a criminal or OIAPS/OEO investigation, disciplinary action must be issued no more than 30 days after the completed investigative report is received by the Division, unless extended as provided above.

Section 3: In accordance with Section 1, a copy of all reprimands shall be submitted for filing in the employee's personnel file. The employee shall be given the original copy by the issuing individual and a copy provided to the Union. An employee must be provided a copy, as "fair notice", of any written corrective action that is to be placed in his/her file.

Section 4: All bargaining unit employees shall be reprimanded in a private manner so as to avoid embarrassment before other employees or the public.

Section 5: Bargaining unit members have the right to representation when questioned regarding events that may lead to disciplinary action. If an employee requests representation and the County fails to permit such representation and continues its "inquiry", any discipline resulting from this inquiry will become null and void. The County will also give advance notice to an employee and the Union of any meeting wherein the

County anticipates that some disciplinary action will be taken at such meeting.

ARTICLE 6

WORK WEEK/OVERTIME

Section 1:

A. The work week for full-time County employees shall not exceed forty (40) hours in a seven (7) day period beginning each Sunday at 12:01 a.m. through the following Saturday at 12:00 a.m., exclusive of unpaid lunch breaks. Where operationally feasible, the County shall make every effort to schedule consecutive days off.

B. Any unit employee who has completed the probationary period and whose regularly scheduled work week consists of twenty (20) or more hours but less than forty (40) shall be considered a permanent part-time employee.

C. The starting and ending time for each work location shall be established by the appropriate supervisor in order to meet the varying needs of the work location. Permanent shift assignments shall not be changed except after two (2) weeks notice and where feasible three (3) weeks notice, to the affected employee except in emergency situations.

D. Shift schedules are assigned at the discretion of the County. If a County agency decides to make shift assignments using a bidding process, criteria for bid assignments shall be made based on bargaining unit seniority, senior employee selecting first. The choice to bid shifts does not preclude the County from not using a bid process for future shift assignments.

Section 2: Overtime

A. All hours authorized and worked in excess of forty (40) hours in a seven

(7) day work week shall be compensated at one and one-half (1 1/2) times the employee's regular rate of pay consistent with the provisions of the Fair Labor Standards Act (FLSA)."

B. Assignment of Prescheduled Overtime: The County agrees to prepare one (1) bargaining unit seniority list at each job site within a division. The purpose of such list is to coordinate and distribute equally prescheduled overtime. In the event that an employee is needed to work prescheduled overtime, the most senior qualified bargaining unit employee on the job site who has performed work of the type and character of the needed overtime work will be given the opportunity to accept or reject the prescheduled overtime. The County agrees to give at least four (4) hours notice for all prescheduled overtime assignments. That employee will thereafter be placed at the bottom of the list and he/she shall not be offered prescheduled overtime until all qualified bargaining unit employees at the job site who have performed the required duties have been asked to work prescheduled overtime. In the event that all qualified bargaining unit employees who have performed work of the type and character of the needed overtime work decline to work prescheduled overtime, the least senior qualified bargaining unit employee may be required to perform the overtime work, unless emergency conditions prevent the employee from working the overtime. In that event, the next least senior qualified employee may be required to work the overtime.

C. Assignment of Emergency Overtime: If the County needs an employee to work emergency overtime, the County will follow the procedure outlined in Section 2B above, if sufficient time exists to allow compliance with the procedure. If sufficient time does not exist, the County may "hold over" employees to perform the needed emergency

overtime. In those cases where it is necessary for involuntary hold over of employees, the County will continue to make every effort to find replacements to relieve the held over employees in compliance with Section 2B above. In the event that the County is unable to secure a replacement within two (2) hours of the shift change, the held over employee shall complete the shift. Employees involuntarily held over shall retain their position on the prescheduled overtime seniority list.

D. The following hours shall be computed as hours worked for the sole purpose of computing eligibility for the overtime rate:

1. Holiday pay, as defined in Article 22, in a work week shall be computed as hours worked when computing eligibility for the overtime rate when the designated holiday is an employee's normally scheduled workday and the employee is given the day off in observance of the holiday;
2. Bereavement Leave Hours;
3. Annual leave hours shall be computed only when such leave is prescheduled and approved according to the vacation schedule provisions of Article 20; or when annual leave hours are requested and approved prior to the employee's knowledge that overtime has been scheduled during the week the annual leave is requested/approved.
4. Emergency working condition hours, as defined in Section 5 of this Article, shall count as hours worked for the purpose of computing eligibility for the overtime rate.

5. Jury duty shall count as hours worked for the purpose of computing overtime pay;
6. Workers compensation hours shall count as hours worked for the purpose of computing overtime pay;

E. Compensatory hours at one-and-one-half (1.5), or hour for hour between 37.5 and 40 hours, may be substituted for the cash payment of overtime upon the mutual agreement of the County and the employee affected. In the event of a disagreement between the County and the employee affected regarding comp-time substitution, the employee shall be paid for the hours worked.

Compensatory time earned by the employee for all hours authorized and actually worked in excess of forty (40) hours in a seven (7) day standard work schedule cannot exceed two-hundred forty (240) compensatory hours, or one-hundred sixty (160) hours of actual overtime worked, in a calendar year. Once this limit is met, all overtime actually worked in excess of forty (40) hours in a seven (7) day standard work schedule must be paid.

Note that the amount of hour-for-hour compensatory time earned between 37.5 and 40 hours is not affected by this limit. Any approved compensatory hours must be used within ninety (90) days of accrual. The division must maintain records of compensatory time for each employee involved.

F. Neither the scheduled work week nor the lunch break of an employee shall be altered for the purpose of avoiding paying overtime rates. However, the above would not preclude the employee from requesting such alteration.

G. When an employee is scheduled to report to work outside of their regularly

scheduled time and is sent home for lack of work, the employee shall be entitled to five (5) hours pay at straight time base rate as “show up” time, or actual time worked if more than five (5) hours. This “show up” time does not apply to employees held over, called to work immediately prior to their regularly scheduled shift, or if the scheduled time is less than five (5) hours.

Section 3: Breaks

Each full-time employee working between eight (8) hours and ten (10) hours per day shall be entitled to two (2) paid fifteen (15) minute breaks; one in the first half and one in the last half of the shift. Employees working ten (10) hours or more per day including the thirteen and one-half (13 1/2) hour shift schedule shall be entitled to two (2) paid twenty (20) minute breaks. For each additional four (4) hours consecutively worked following a regular scheduled shift each full-time employee shall be entitled to take one (1) paid fifteen (15) minute break. Each part-time employee working a four (4) hour shift shall be entitled to take one (1) paid fifteen (15) minute break or working a six (6) to eight (8) hour shift will entitle the part-time employee to two (2) paid fifteen (15) minute breaks. Break schedules shall be established by the County.

Section 4: Standby

A. In order to provide coverage for services during off duty-hours, it may be necessary to assign and schedule employees to standby duty. A standby duty assignment authorized by a supervisor requires an employee to be available for work due to an urgent situation on the employee's off-duty time which may include nights; weekends, or holidays. Employees shall be required to be on standby duty when assigned unless excused by supervision.

B. Employees assigned to standby duty by their supervisor are guaranteed two (2) hours standby duty pay at their straight time base rate for each regular work day of standby duty assigned and scheduled; and three (3) hours pay at their straight time base rate for regular days off, with day defined as a 24-hour time period.

C. Employees while on standby duty when called to work will, in addition to the standby duty pay, be paid for the actual time worked. For pay purposes, actual time worked starts at the time of notice and ends when he/she would reasonably be expected to return home.

D. Where operationally feasible, employees assigned standby duty assignments may be furnished a beeper. Feasibility shall be determined by management.

Section 5: Emergency Working Conditions

Due to conditions beyond the control of the County, such as hurricanes, windstorms and tornados, in the event of a declared emergency in Broward County and if the County Administrator directs the closing of normal County operations, bargaining unit members shall be compensated as described below:

A. Any employee regularly scheduled to work during the declared emergency who is ordered by the County's management not to report or to go home prior to the completion of their shift will suffer no loss of pay.

B. Any employee who is ordered, or assigned as a result of volunteering, by the County's management to work during the declared emergency shall be compensated at double their straight time base hourly rate for all hours actually worked or its equivalent compensatory time, as described in Section 2E of this Article. This compensation is in lieu of any other compensation.

C. If the County determines that an employee is needed to work during the declared emergency, the most senior qualified bargaining unit employee regularly assigned to the job site who has performed work of the type and character of the needed emergency work will be given the first opportunity to accept the emergency work, provided that sufficient time to contact and respond to the emergency-related assignment exists given the nature of the emergency circumstances. If sufficient time does not exist given the nature of the emergency circumstances, then the County may “hold over” employee(s) or assign any available employee(s) to perform the needed emergency work, until such time as the most senior qualified bargaining unit employee can be contacted and respond to the emergency assignment, if accepted.

ARTICLE 7

PROBATIONARY STATUS

Section 1: All initial (new hire) appointments to permanent or continuing full or part-time positions in the unit shall be subject to the satisfactory completion of one hundred eighty (180) calendar days probationary period. The probationary period may be extended for up to an additional ninety (90) calendar days upon the written request of the Division Director and the approval of the Director of Human Resources. Copies of an extension approval will be provided to the employee and the Union but is not required to effectuate the extension. No probationary period shall be required of permanent employees making lateral transfers within the same job class. In accordance with Article 11, the promotional probationary (qualifying) period for unit employees shall not exceed one hundred and thirty five (135) calendar days. The promotional probationary period may be extended for up to an additional ninety (90) calendar days upon the written request of the Division Director and the approval of the Director of Human Resources. Copies of an extension approval will be provided to the employee and the Union but is not required to effectuate the extension.

Section 2: Any decision involving assignments, discipline, layoff, or dismissal of probationary employees is entirely within the discretion of the County provided they are within the scope of the Contract and no grievances may be filed through the grievance article contesting said decision(s).

ARTICLE 8

[reserved]

ARTICLE 9

EDUCATIONAL BENEFITS

Section 1: County Sponsored Training: It shall be the responsibility of the Director of Human Resources to cooperate with the division/office directors, unit employees and others to foster and promote programs of training for County service and in-service training of employees for the purpose of improving the quality of personal service rendered to the public and of aiding employees to equip themselves for advancement in the County service. Division/Office directors will make every effort to grant an employee's request to attend County sponsored training, based on the operational needs of the division or office.

Section 2: Tuition Reimbursement: Employees covered by this Agreement may participate in the County's Employee Education Benefits Program as described in the Human Resources Internal Control Handbook. The eligibility requirements and the amount, type and condition precedent to obtaining reimbursement will be established by the County.

Section 3: Educational Leave: To improve the quality of personal service rendered to the public and to aid employees in equipping themselves for advancement, any permanent full-time and part-time 20 employee may request Educational Leave for the purpose of taking occupationally related courses or training not otherwise sponsored by the County which are only available during working hours and which provide education directly related and clearly needed on the job in accordance with the procedures outlined in the Human Resources Internal Control Handbook.

ARTICLE 10

SENIORITY - LAYOFF & RECALL

Section 1: Bargaining unit seniority is understood to mean an employee's most recent date of continuous pro-rated full-time service in a bargaining unit position, so long as the employee is being carried for payroll purposes as a permanent employee. (Note: due to the elimination of the "Grant" classification, service in Grant funded bargaining unit positions prior to July 5, 1992 shall be counted toward bargaining unit seniority as described in this Article.) Bargaining unit seniority will continue to accrue during all types of County approved leave including leave of absence without pay or layoff, up to one (1) year. Approved leave for Union business shall not cause the seniority date to be adjusted.

Section 2: Bargaining Unit seniority will be used for the purpose of vacation selection as provided in Article 20, shift bidding as provided in Article 6, layoff and recall as provided for in this Article.

Section 3: Layoff

A. In the event that the County reduces the work force and/or abolishes a Department, Division, job classification or position, all affected employees shall be laid-off/displaced according to reverse order of bargaining unit seniority, junior employee first, except those preference eligible employees, as defined by section 55A-7.015, Florida Administrative Code, shall be credited the amount of time served on active duty in the U.S. Armed Forces as years of seniority for purposes of this Article.

B. Divisional Displacement: An employee affected by a reduction in force shall have the right to displace any of the five (5) most junior (least senior) employees with less seniority in the same classification in his/her Division, for which the employee is qualified

according to the County's established minimum qualifications. If the affected employee cannot replace any employee in the same classification in the Division as described above, then the affected employee shall have the right to displace any of the five (5) most junior (least senior) employees with less seniority in any equal classification in his/her Division for which the employee is qualified according to the County's established minimum qualifications. For purposes of this section, equal classification is defined as any classification with the same pay grade.

If the employee does not exercise the right to displace any of the five (5) most junior employees, as described above, or is the most junior employee in the Division, and a vacancy exists in the same or equal classification in the County and a job offer has been made, the employee must accept the job offer prior to displacing an employee in a lower classification.

If the affected employee is the least senior employee in the applicable affected job classification and no right to displace exists or no vacancy exists for which a job offer has been made, the affected employee shall have the right to displace any of the five (5) most junior (least senior) employees with less seniority in a lower classification within classification series in his/her Division, for which the employee is qualified according to the County's established minimum qualifications. If there is no lower classification in classification series available, then the affected employee shall displace the most junior (least senior) employee with less seniority in any lower classification, in his/her Division, for which the employee is qualified according to the County's established minimum qualifications.

C. Departmental Displacement

If the affected employee did not have the right to displace an employee in the Division as described above, then the affected employee shall have the right to displace the most junior (least senior) employee in his/her Department in the same classification, provided the affected employee has more seniority than the least senior employee in the Department to be displaced.

If the affected employee cannot displace any employee in the same classification in the Department as described above, then the affected employee shall have the right to displace the most junior (least senior) employee with less seniority in any equal classification in his/her Department for which the employee is qualified according to the County's established minimum qualifications. For purposes of this section, equal classification is defined as any classification with the same pay grade.

If the affected employee is the least senior employee in the applicable affected job classification and no right to displace exists, the affected employee shall have the right to displace the most junior (least senior) employee in a lower classification within classification series in his/her Department, if available, provided the affected employee has more seniority than the most junior (least senior) employee in the Department to be displaced. If there is no lower classification in classification series available, then the affected employee shall displace the most junior (least senior) in any lower classification in his/her Department, for which the employee is qualified according to the County's established minimum qualifications, provided the affected employee has more seniority than the most junior (least senior) employee in the Department to be displaced.

If the displaced employee cannot displace an employee in the Department, then

every effort will be made to place the affected employee in a vacant position in the unit. In cases where a full-time or part-time 20+ employee is to be laid off and one or more part-time 19 employees are working in the same job classification in the same Division, the employees being laid off shall be offered, at a minimum, the part-time 19 work. When such a layoff is determined, the Director of Human Resources will meet with the Union and explore possible mitigation which would accomplish operational or financial goals which initiated the need for the layoff - such mitigation may include the use of part-time 20+ positions.

D. In cases of layoff/reduction in force as described in paragraph 3.A above where the affected employee cannot displace an employee in his/her Division/Department as described above or the affected employee elects not to displace, the County agrees to give priority in placing laid off employees in a vacant bargaining unit position by bargaining unit seniority and shall also use its best efforts to place affected employees in vacant positions by bargaining unit seniority throughout the County by specifically:

(1) providing career counseling for possible placement in vacant County positions; and; (2) referring qualified employees, by bargaining unit seniority, for interviews in vacant County positions.

E. In cases of layoff/reduction in force as described in paragraph 3.A, the County shall review job qualifications for affected employees on a case-by-case basis and provide technical and on the job training where available, feasible, and reasonable as objectively determined by the County.

Employees affected by a layoff/reduction in force, abolishment of a Department, Division, job classification or position as set forth in Section 3 of this Article and who obtain

new or different bargaining unit positions pursuant to this Article shall not serve a probationary period for any new or different position with the exception of a position which is obtained pursuant to Article 10, Section 3D. Employees who obtain new or different positions pursuant to Article 10, Section 3D shall serve a 135 day probationary period. In the event that the employee does not satisfactorily complete the probationary period, he/she shall be laid off from the position held prior to his/her placement in a new or different position and he/she shall be entitled to the recall provisions of this Article.

Section 4: An employee who accepts a lower paid bargaining unit position shall retain his/her rate of pay unless it exceeds the highest rate for the new class. An employee who in the course of a layoff action, accepts a demotion to a lower paid position in the bargaining unit (i.e. a position with a lower maximum rate of the range) and his/her salary immediately prior to the demotion exceeds the maximum rate of the range of the lower paid position to which he/she have been demoted, shall have their salary red-lined until the maximum rate of the range meets the employees current rate of pay.

Section 5: In the event of a layoff or displacement, the County will make every effort to give as much notice as possible. In no case will employees receive less than a four (4) week notice of layoff, or, in lieu of notice, up to four (4) weeks pay at his/her regular rate of pay due to wages based upon the prorata number of weeks notice provided, together with pay for annual leave and sick leave as provided for in other Articles of this contract. The Union shall be furnished copies of all layoff notices at the same time as the laid off employee receives notice. The payment in lieu of notice provision of this section shall apply solely to employees who have been laid-off and who are removed from the County payroll.

Section 6: Recall

Employees who have been laid off and are no longer on the County payroll will have recall rights not to exceed eighteen (18) months and recall shall be by seniority order. When a vacancy occurs in a job classification within the bargaining unit, and there are one or more employees who have been laid off with recall rights, then the most senior of those employees, if qualified, will be offered that job. The Division of Human Resources will send a certified letter of notice to the employee at the last address he/she filed with the Division of Human Resources with a copy to the Union. If the employee refuses to return to work or if there is no response within twenty (20) working days after the notice is sent, such employee's recall rights under the Agreement are lost. Such employee would still be eligible for County employment as a new employee but not on a preferential basis.

Employees who have been displaced as a result of a reduction in force, but who remain on the County payroll shall have their right to return to the same job classification in the prior Division from which they were displaced not to exceed eighteen (18) months. The County will notice the affected employee through memorandum, electronic mail, or other acceptable internal communication when a vacancy occurs in the same classification in the same Division and the most senior of these employees, if qualified, will be offered that job. If the employee rejects the offer or if there is no response within ten (10) working days after the notice is sent, such employee's return rights under the Agreement are lost.

Section 7: A vacancy is deemed to exist when the County is seeking to fill a full-time budgeted position within the job classification.

Section 8: The acceptance of temporary work within the County by laid-off employees shall not affect recall rights provided in Section 6 of this Article.

Section 9: The layoff/recall provisions of this Article shall also be applicable to employees affected by a downward reclassification of the budget position number (BPN).

Section 10: When an employee is recalled to a job classification where the job requirements (i.e., licenses, certifications) have changed, during the period of layoff, the appointing authority, in consultation with the Director of Human Resources, shall rehire the employee and provide him or her with the opportunity to obtain the necessary job requirements. A fair and reasonable period of time to obtain these requirements will be defined to the employee in writing and a copy provided to the Union. An employee recalled as provided in this Section may be assigned any other duties he/she is qualified and capable of performing until providing proof of necessary job requirements or the expiration of the time period. Should the employee fail to obtain the necessary job requirements during the time provided he or she shall be separated from employment and return to the recall list.

Section 11: Employees recalled to a job classification in the bargaining unit within the eighteen (18) month time period shall accrue bargaining unit seniority for the first 12 months of layoff in accordance with Section 1. Thereafter, the recalled employee shall not accrue, but maintain bargaining unit seniority. If an employee is recalled pursuant to the provisions of this contract, the employee shall return to the same salary he/she had at the time of the layoff plus any wage increases he/she would have received, vacation and sick leave accrual rates as if he/she had not been laid off.

If an employee is recalled within one (1) year, the employee's anniversary date, as

of the date of the layoff, will be adjusted for the equivalent period of the layoff. If an employee is recalled after one (1) year, the employee's anniversary date will reflect the date the employee returned to work.

Section 12: Employees affected by a layoff/reduction in force, abolishment of a Department, Division, job classification or position as set forth in Section 3 of this Article and who either are no longer on the payroll and/or who remain on the payroll in a new or different position shall not serve a probationary period in the event that they are recalled to the job classification in the bargaining unit from which they were laid-off, provided that the employee had satisfactorily completed a probationary period in the job classification from which they were laid-off.

Section 13: When such a vacancy occurs and is filled by a person who had been laid off, the County will permit that person to pay back to the County, the leave time cash-out monies (annual, sick) paid to him/her at the time of layoff. Upon such a pay-back, the employee will have restored to his or her accrual balance the same number of hours as had been removed from the record at the time the layoff occurred. The County will work with affected individuals, if necessary, to permit reasonable pay-back methods of these monies through the payroll office.

ARTICLE 11

PROMOTION/TRANSFER POLICY

Section 1: Employees who are interested in promotional and other opportunities may file an application with the Division of Human Resources Staffing Services Section. It shall be the objective of the County to encourage promotion from within, free of political considerations, nepotism or other forms of favoritism or unlawful discrimination.

Section 2: Promotional Increase

The amount of salary pay increase granted upon promotion shall be 7.5% more than the employee's current pay rate within the pay range of the new job classification or the minimum of the pay range for that new job classification, whichever is greater. However, an employee may receive a promotional increase greater than 7.5% consistent with the County's compensation methodology.

Section 3: Positions Outside the Unit

Employees who accept positions outside the bargaining unit may accumulate unit seniority for a period not to exceed ninety (90) calendar days after the date of leaving the unit. If during this ninety (90) calendar day period the employee is laid off or desires voluntarily to return to his/her former position and prevailing pay rate, the employee shall have the right to the former position, if the former position is vacant.

Section 4: Promotional Qualifying Period

If a promoted employee fails to perform satisfactorily the duties of the higher position during the qualifying period in that position the employee shall be returned to the position held prior to the promotion or a substantially equivalent position, and retain seniority as provided for in Article 10. The qualifying period shall not exceed one hundred

and thirty-five (135) calendar days, unless extended as provided for in Article 7. The question of satisfactory performance is within the sole discretion of the County.

Section 5: Lateral Transfers

The Division of Human Resources will make available a process by which permanent employees may request to be notified when a Division initiates the procedure to fill a vacancy in the employee's current job classification. After receiving notice from the Division of Human Resources of an available vacancy, the employee is responsible to contact the hiring Division for an interview. The process described in this section will be determined and maintained by the Division of Human Resources.

Section 6: Involuntary Transfers

- a. Between Divisions - In those cases where it is necessary to transfer an employee involuntarily from one Division to another Division due to organizational restructuring, the County will select the least senior qualified employee in the classification.
- b. Within a Division - In those cases where it is necessary to transfer an employee involuntarily from one location to another location within a Division which is significantly geographically separated, the County will consider volunteers. If there are no volunteers, the County will consider significant employee hardships. If an involuntary transfer becomes necessary, the County will not be arbitrary or capricious and will base the involuntary transfer on reasonable operational needs.

ARTICLE 12

MEDICAL EXAMINATION

A. Where the County requires a medical examination of a unit employee, the examination will be at no cost to the employee and will be scheduled during the employee's regular hours. If the examination cannot be scheduled during the employee's normal scheduled workday, the employee shall be compensated at the straight time base rate for time required to undergo the medical examination or at the overtime rate if applicable.

B. Should a unit employee request a medical examination where it is claimed a condition exists which is duty connected, the Division Director may authorize such examination on the same terms and conditions described above.

C. Drug and Alcohol Testing

Section 1: In consideration of the legitimate concerns and interest the Employer and the Union both have in workplace safety and job performance and that both parties recognize that drug and alcohol abuse may have an adverse impact on County government, the image of County employees, and the general health, welfare and safety of the employees and the general public at large; and in consideration of the fact that both parties also recognize that drug and alcohol abuse are treatable illnesses that will be treated, where feasible, with emphasis on rehabilitation and education, the Employer and the Union hereby agree:

A. The Employer will not take action against an employee based on his/her off-duty conduct unless the employer can demonstrate that the employee's off-duty conduct is impairing the employee's on-the-job performance.

B. That cooperation with the employees and their representatives offers the best solution to ensuring workplace safety and job performance, while at the same time assisting those individuals suffering from drug and alcohol addiction.

C. All aspects of this substance abuse program will be fully explained to all employees to whom it will apply to and any dispute evolving from this program will be subject to the grievance arbitration procedures. Employees covered by the Agreement will have the right to union representation through all stages of the procedures defined in this Article. However, in no event will the test be delayed by more than two (2) hours.

Section 2: The County may require any employee to submit to a blood and/or urine analysis when it has a reasonable belief that an employee is impaired in the performance of his/her duties because he/she is under the influence of alcohol, drugs or narcotics. To permit testing, the County must have reasonable belief based upon the observations of two (2) or more supervisors, if possible, establishing reasonable belief to believe that an employee is impaired by illegal drugs or alcohol. The employee shall be provided, upon request, with a separate container for a portion of the sample which is collected.

Section 3: Random substance tests will be strictly prohibited except as provided in Section 5 and 7 below.

Section 4: All tests shall be conducted in a reputable hospital or laboratory selected by the County. The laboratory must follow guidelines for procedures and standards as established by Health & Human Services (HHS) and the National Institute of Drug Abuse (NIDA) at a minimum. There shall be a two step initial screening process run concurrently, i.e., consisting of TLC (Thin Layer Chromatography) and EMIT (Enzyme

Multiplied Immunoassay Technique). The confirmation step of all samples testing positive during initial screening shall consist of a GC/MS (Gas Chromatography/Mass Spectrometry) test.

Section 5:

A. At the conclusion of the drug and/or alcohol testing, the County may discipline an employee subject to the just cause standard of this Agreement. However, in the case of an employee who has not previously tested positive, and except in cases involving moderate or major property damage, personal injury or gross misconduct by the employee, the employee shall be permitted to enter a County approved chemical dependency program.

B. Upon successful completion of rehabilitation (as determined by the County physician) the employee shall be returned to his/her regular duty assignment or the equivalent thereof. If follow-up care is prescribed after treatment, such may be imposed by the County as a condition of continued employment. Moreover, the parties agree that entry into such a chemical dependency program shall be deemed to constitute reasonable belief that the employee is under the influence of or using drugs, narcotics, or alcohol, and that, accordingly, the employee may be subject to unlimited drug and/or alcohol testing procedures as outlined in Section 4 of this Article as required by management for a period not to exceed one (1) year from the date that the employee successfully completes the prescribed treatment plan. Should an employee refuse to submit to drug or alcohol testing in accordance with the provisions of this Section, to voluntarily enter a County approved chemical dependency program, to successfully complete or to otherwise comply with the requirements of such program, to comply with the requirements

of any follow-up care, or should the employee test positive for drugs, narcotics or alcohol during the aforesaid one (1) year period, the employee shall be immediately dismissed.

Section 6: An employee's refusal to submit to drug or alcohol testing in accordance with the provisions of this Article may result in disciplinary action being taken against the employee up to and including dismissal subject to the just cause standard of this Agreement.

Section 7:

A. An employee will be allowed to voluntarily enter a County approved chemical dependency program, assuming that the employee has had no history of substance influence or use. This does not preclude the County from taking any disciplinary action for any infraction other than the chemical dependency for which he/she is seeking assistance.

B. Upon successful completion of rehabilitation (as determined by the County physician) the employee shall be returned to his/her regular duty assignment or the equivalent thereof. If follow-up care is prescribed after treatment, such may be imposed by the County as a condition of continued employment.

Moreover, the parties agree that entry into such a chemical dependency program shall be deemed to constitute reasonable belief that the employee is under the influence of or using drugs, narcotics, or alcohol, and that, accordingly, the employee may be subject to unlimited drug and/or alcohol testing procedures as outlined in Section 4 of this Article as required by management for a period not to exceed one (1) year from the date that the employee successfully completes the prescribed treatment plan. Should an employee refuse to submit to drug or alcohol testing in accordance with the provisions of

this Section, to voluntarily enter a County approved chemical dependency program, to successfully complete or to otherwise comply with the requirements of such program, to comply with the requirements of any follow-up care, or should the employee test positive for drugs, narcotics or alcohol during the aforesaid one (1) year period, the employee shall be immediately dismissed.

C. Two (2) years after treatment is completed, the records of such treatment and positive drug test results shall be retired to a closed medical record. The employee shall be given a fresh start with a clean administrative record and the retired records shall not be used against the employee in any proceeding.

Section 8: The Union, upon request, shall have the right to observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results only if the release of such information is authorized by the employee involved.

Section 9: NO WAIVER OF LEGAL RIGHTS: The Employer and the Union agree that this program shall not diminish the rights of individual employees under State and/or Federal laws relating to drug and/or alcohol testing.

ARTICLE 13

PERSONAL VEHICLE COMPENSATION

A. The County, subject to its authorization and in compliance with its rules covering the use of private vehicles, including the insurance coverage set forth below, agrees to compensate employees for the use of the individual's vehicle while traveling on County business. To be compensated, employees are required to maintain auto liability and property damage insurance coverage in the following required minimum limits: \$25,000/\$50,000 bodily injury and \$10,000 in property damage.

B. The County's current rate per mile shall be reimbursed to the employee for such authorized vehicle's use. In the event the State of Florida raises its rate, employees covered by this agreement shall be entitled to the same increase.

C. In the event that the County requires an employee to drive a vehicle for County business, he/she may use a County vehicle, if available.

ARTICLE 14

PARKING FOR EMPLOYEES

In areas where employees parking is available on County property, parking for unit employees shall be available on the same basis as is available for other represented employees.

ARTICLE 15

INSURANCE BENEFITS

A. The County agrees to continue in effect the insurance programs for unit employees on the same terms and conditions available to other County employees. However, any increased benefits added to the present policy during the effective period of this Agreement will be available to all unit employees. The Amalgamated Transit Union reserves the right to submit recommendations to the County in reference to insurance benefit plans for unit employees. The parties recognize that there may be changes in the present health care program. The County and Local 1591, ATU, will work together on the exploration and implementation of new health care insurance concepts and monetary provisions.

B. In accordance with Chapter 14 of the Administrative Code, the County will continue to provide insurance benefit funding for a bargaining unit member for the first seven (7) full pay periods when the employee is placed on an approved leave without pay status. During any additional approved leave without pay, the employee may elect to maintain his/her current insurance coverage at no cost to the County. Failure to pay for any excess premium applicable for the employee's coverage and/or the premium for dependent coverage may result in termination of insurance coverage during the leave.

C. Bargaining unit employees who are disabled, as defined by the Florida Workers Compensation Act, because of an injury arising out of, and in the course of their employment with the County, will receive workers' compensation benefits, in accordance with the Florida Workers' Compensation Act. Bargaining unit employees will be able to supplement workers' compensation benefits by utilizing all accrued leaves to keep their salaries whole.

ARTICLE 16

COMMUNICATIONS

Section 1: The County shall provide the ATU with existing reasonable bulletin board space in those Divisions where members of the Unit are employed and the County shall not unreasonably deny requests to erect bulletin boards where none exist. All notices or bulletins of the Union that are posted are subject to review by the County Administrator, or his/her duly authorized representative.

The bulletin boards, authorized by the County for use by the ATU, may be used by the Union, under the terms of this Article.

Any intentional disregard for this provision by the ATU may result in removal of bulletin board space by the County.

Section 2: The County agrees to provide to the ATU, upon request, a quarterly print-out of address labels, of all new hires within the bargaining unit. This information shall be provided at no cost to the ATU.

Section 3: The County agrees to provide an “electronic link” to the Union’s designated website in each edition of the County’s monthly publication of news in Broward County distributed to its employees.

Additionally, the County agrees to post a link to a “Notice of Ratification” prepared and provided by the Union when Collective Bargaining Agreements are scheduled for a vote of the bargaining unit as contemplated by Chapter 447, Florida Statutes. The language in the announcement shall state as follows: “*Notice of Ratification of Proposed Collective Bargaining Agreement for the ATU, Local 1591 White Collar Bargaining Unit.* Click link for a complete Notice of Ratification.”

ARTICLE 17

SAFETY

Section 1: In accordance with County policy, the County will have a Countywide Safety Board. The purpose of the Board shall be to monitor the overall performance of the County's Safety and Loss Control programs and make recommendations to improve same. ATU Local 1591 bargaining unit will be entitled to two (2) members on this Board.

Section 2: Meetings of the Safety Board shall be held quarterly and the Union shall receive prior written notification of such meetings.

Section 3: When there is an ATU vacancy on the Safety Board, the Union President shall submit names to the Safety Coordinator of bargaining unit employees with good safety records, including no discipline based on safety violations within eighteen (18) months, to serve on the Board. The ATU's representative(s) shall serve on the Safety Board with no loss of compensation.

Section 4: The employee shall be notified and be entitled to appear with a representative before the County Safety Review Board to present his/her case regarding appeal of an accident/injury which was determined to be preventable.

Section 5: Employees in classifications/positions where it is warranted will receive one pair of safety shoes per year. The County Safety Coordinator will be responsible for deciding which positions receive safety shoes and his/her decision will be based on the Safety Coordinator's interpretation of OSHA requirements. Management shall determine the type and quality of such shoes.

Those employees designated to receive shoes shall be reimbursed one hundred

percent of the price of a pair of safety shoes up to \$100.00 per year.

Such employees may purchase the shoes anywhere they wish so long as they meet OSHA standards and they submit a receipt for proof and amount of purchase. Employees in positions designated to receive safety shoes are obligated to report to work each day in safety shoes.

ARTICLE 18

CIVIL LEAVE

Section 1: Employees shall be granted Civil Leave with pay when performing jury duty, when subpoenaed to appear before any public body or commission to represent the County, or when performing emergency civilian duty in connection with national defense. When requesting Civil Leave employees may be required to provide confirmation of their attendance by the Courts. Any employees released early from Jury Duty prior to the end of the scheduled work day will be required to contact their supervisor for instructions regarding the return to work. An employee subpoenaed to represent the County shall also be paid per diem and/or travel expenses by the County.

Section 2: Employees shall be granted up to one hour off for voting on election days when not feasible to vote before or after working hours. Employees requesting the time off must be registered voters.

ARTICLE 19

BEREAVEMENT LEAVE

Section 1: An employee who suffers the death of an immediate family member shall be granted bereavement leave of up to three (3) regularly scheduled working days to attend the funeral in the state of Florida. To attend funeral outside the state of Florida, the employee shall be granted five (5) regularly scheduled working days for bargaining unit employees who are scheduled to work a five (5) day work week or four (4) regularly scheduled working days for bargaining unit employees who are scheduled to work a four (4) day work week (for a total of forty (40) hours). This shall be with full pay and shall not be deducted from the employee's accrued leave. For the purposes of bereavement leave, immediate family shall be defined as: parents of employee, grandparents of employee, spouse, sister, sister-in-law, brother, brother-in-law, son, son-in-law or daughter, daughter-in-law, grandchildren of employee, mother-in-law, father-in-law, step-child, step-parent, registered domestic partners, and persons determined in loco parentis (in the place of the parent) by the Director of Human Resources. Immediate family shall also include other relatives domiciled in the employee's household.

Section 2: The parties agree that an employee can request and may be approved for additional leave which may be taken from sick leave or annual leave at the employee's option, if accrued.

Section 3: The employee shall provide his/her supervisor with proof of death in his/her family if requested.

Section 4: Time off under this Article shall not affect the employee's attendance rating on a performance evaluation, or accrual for earning a Bonus day.

ARTICLE 20
ANNUAL LEAVE

Section 1: Full-time and part-time employees who are members of the bargaining unit are eligible to take annual leave that has been accrued pursuant to the accrual rate set forth in this Agreement.

Annual leave shall be accrued with reference to completed months of continuous service and is earned as of an employee's most recent date of continuous employment with the County. Any approved leaves of absence without pay will not be included in the computation or accrual of annual leave.

Section 2: The following vacation accrual shall be observed by the parties for full-time employees:

<u>Completed Months of Continuous Service</u>	<u>Accrual Rate Per Bi-weekly Pay Period</u>
Less than 60 months	3.08 hrs.
At least 60 months but less than 180 months	4.62 hrs.
180 months	6.15 hrs.

Regular part-time employees shall receive a pro rata vacation based on the above schedule.

Section 3:

A. All vacation requests must be submitted in writing to the appropriate supervisor. The employee with the greatest bargaining unit seniority shall be granted vacation preference subject to the operational needs of the Division and the employee's accrued annual leave balance at the time of the request. Vacation requests shall not be unreasonably withheld.

B. For purposes of scheduling annual leave, employees may at their option

submit vacation preference(s) to the Division Director or designee, on or before March 1st annually with the final adjustments submitted by March 15th annually. The employee with the greatest bargaining unit seniority shall be granted vacation preference subject to the reasonable operational needs of the Division and the employee's accrued annual leave balance at time of the request. Employees will be notified of their approved vacation schedule by April 15th.

C. Any leave request submitted at other times of the year will be approved or denied with reference to the reasonable operational needs of the Department/Division and the existing vacation schedule.

Section 4: If a holiday occurs during a period of time when a member of the bargaining unit is on approved annual leave, that employee shall receive holiday pay for such holiday, instead of charging annual leave.

Section 5: The maximum of unused annual leave that may be carried over from one calendar year to the next shall not exceed a total of two hundred and eighty (280) accrued annual leave hours. The date for computation of excess leave for each year shall be the end of the last pay period which began in that calendar year. Any deviation from the authorized maximum accumulation must be documented and must be approved by the County Administrator.

Section 6: Accrued annual leave may be used to cover a continuing absence due to illness when all accrued sick leave has been exhausted.

Section 7: Any non-probationary employee in the bargaining unit who is separated in good standing from service with the County shall be compensated for all unused accrued annual leave at the employee's base rate of pay at the time of separation.

Section 8: An employee may take leave of absence without pay for personal reasons, provided that such request does not interfere with the operational needs of the County and receives the approval of the appropriate Division Director.

Section 9: Employees covered by this Agreement may participate in the County's Compassionate Annual Leave Donation Program.

ARTICLE 21

SICK LEAVE

Section 1: Employees shall accrue sick leave at the rate of eight (8) hours per month if full-time, and a proportionate amount if permanent part-time, to a maximum of 960 hours.

Section 2: Employees shall earn a Sick Leave Bonus in the form of Annual Leave (8 hours for full-time employees assigned to a five (5) day workweek or 10 hours for full-time employees assigned to a four (4) day workweek, 4 hours for permanent part-time) credited to his/her Annual Leave balance for each thirteen pay periods in which no sick leave is used. The period begins with the last instance of sick leave. Use of Annual Leave earned in this manner is subject to the same Annual Leave provisions contained in Article 20 of this Agreement.

Section 3: When permanent employees resign or are laid off from the County service, they will be paid twenty-five percent (25%) of their accumulated sick leave as of the effective date of such action. Employees who separate from County service by retirement under the Florida Retirement System, or death will be paid fifty percent (50%) of their accumulated sick leave as of the effective date of their separation.

Section 4: Sick Leave is defined as approved absence from work due to personal illness, medical, dental or optical appointments necessarily arranged during work hours, pregnancy, injury, disability, or if required to be absent because of exposure to a contagious disease which would endanger others (as determined by County Physician and the employee's personal physician, if submitted). In the event, the County physician and the individual's personal physician disagree as to the seriousness

of the contagious disease, the County Physician will consult with the employee's physician to resolve the disagreement. Should the physicians fail to come to an agreement they shall mutually select a third physician to make a final determination. The cost of the third physician shall be shared by the employee and the County.

All eligible employees shall begin to accrue sick leave immediately upon employment. Full-time employees accrue sick leave at the rate of eight (8) hours per full month of work time. Employees assigned to positions scheduled on a part-time basis of twenty (20) hours or more a week or irregular or non-standard work schedules shall earn sick leave and their sick leave balances will be charged in proportion to the total number of hours worked per month. The following procedures shall apply in reference to sick leave usage.

1. A doctor's excuse may be required after the employee has taken three (3) consecutive sick days, and shall be required after five (5) consecutive sick days.
2. After five (5) occurrences in any continuing twelve (12) month period (an occurrence means a separate incident of at least one full workday in duration), the employee shall present a doctor's excuse for the next occurrence and the employee must be informed of this requirement by written memo after the fifth occurrence. The following example is provided to assist in calculating occurrences in a continuing twelve (12) month period.

Occurrence #1	Tues. & Wed., May 4 and May 5, 1982	16
hours Occurrence #2	Wed., June 16, 1982	8
hours Occurrence #3	Mon. & Tues., August 9 and 10, 1982	16

hours Occurrence #4 Fri., October 29, 1982	8
hours Occurrence #5 Thurs., December 4, 1982	8
hours	

Employee informed that next occurrence before May 4, 1983 would require a doctor's note.

In the above example, occurrence #1 of May 4 and 5, 1982, would "burnoff" (no longer be counted) after twelve (12) months, May 4, 1983; the first of the next five occurrences would then be calculated with June 16, 1982, becoming occurrence #1.

3. If the supervisor suspects abuse of sick leave because of unusual circumstances or a developing pattern, i.e., Fridays/Mondays, before/after a holiday, employee denied annual leave and subsequently claims illness, etc., the supervisor may inform the employee when he/she calls in "sick" that a doctor's excuse will be required in order for the supervisor to "approve" the use of sick leave.

4. If the supervisor has reason to question the doctor's excuse, employee may be required to be examined by a County Physician. If required, the exam will be scheduled within five (5) working days or the employee will suffer no loss in pay (or usage of sick or annual leave) until the employee returns to work.

5. Failure to provide the doctor's excuse as required above will constitute an "offense", and the employee will be disciplined in the following manner.

1st offense - written reprimand (Form 102-111 Employee Notice) and denial of sick leave. The absence is processed as Leave Without Pay.

2nd offense - three (3) days suspension (Form 102-111 Employee

Notice) and denial of sick leave. The absence is processed as Leave Without Pay.

3rd offense – termination

6. If it is established that an employee has taken sick leave under false pretenses, the time off shall be processed as Leave without Pay. The employee may also be subject to disciplinary action.

7. To receive leave, the employee shall notify his or her immediate supervisor or department, division, or office director prior to or within one hour after time in which employee normally begins work. Except in unusual circumstances, which shall require approval by the department director, failure to notify the supervisor or department, division, or office director as required will result in the denial of sick leave. An employee in a department, division, or office operating on a twenty-four hour basis must notify his or her department, division, or office director within ninety (90) minutes prior to the beginning of his or her shift. These provisions may be waived by the appointing authority if the employee submits evidence that it was impossible to give such notification. Sick leave may not be granted for a period in excess of the amount of leave the employee has accumulated. In the case of an extended illness when an employee has exhausted his/her sick leave, annual leave must be used until it is exhausted and/or in accordance with Article 30. The employee may then be placed on leave of absence without pay.

Section 5: Employees covered by this Agreement may participate in the County's Donated Leave Programs subject to the same guidelines and eligibility requirements as non-represented employees.

Section 6: Except where amended in this Agreement, the sick leave provisions of Chapter 14 of the Administrative Code shall apply to bargaining unit employees.

Section 7: Employees whose sick leave accrual balance exceeds 500 hours as of the end of the first pay period in November of a given year are eligible to participate in the Sick Leave Conversion Plan. Only those hours beyond 500 total hours of accrued sick leave are eligible for conversion. Accrued sick leave hours considered eligible for conversion may be converted to Annual Leave at a ratio of two (2) sick leave hours to one (1) annual leave hour for accrued sick leave hours up to 960 total hours or one (1) sick leave hour to one (1) annual leave hour for accrued sick leave hours beyond 960 total hours for a maximum of forty (40) hours annual leave. The converted hours shall be credited to the employee's annual leave bank during January of the following calendar year.

Employees interested in converting sick leave subject to the conditions of this section must follow the procedures as provided by the Division of Human Resources.

Usage of sick leave converted to annual leave is subject to the provisions of Article 20 (Annual Leave) of this agreement.

ARTICLE 22

HOLIDAYS

Section 1:

The following days will be observed on the day designated by the County as a paid holiday:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Two (2) personal days (in the form of Annual Leave, as described in Section 8 below)

Section 2: **Holidays Falling on Sunday.** When an authorized holiday falls on Sunday, the following Monday shall be recognized and observed as the holiday, when authorized by the Commission.

Section 3: **Holidays Falling on Saturday.** As to employees not normally subject to Saturday scheduling, if the holiday falls on Saturday the preceding Friday will be observed, when authorized by the Commission.

Section 4: All full-time bargaining unit employees shall receive eight (8) hours pay if assigned to a five (5) day workweek or ten (10) hours if assigned to a four (4) day work week, computed at their straight time base rate of pay, for each of the above-designated holidays, except as provided in Section 8 governing personal days. Permanent part-time employees will receive four (4) hours of paid leave for the holiday regardless of their work schedule.

Section 5:

A. Employees who are given the day off in observance of the holiday shall receive holiday pay.

B. Employees who work on a designated holiday shall receive one and one-half (1 1/2) their base rate of pay for actual hours worked on such holiday plus the holiday pay. If the employer gives an employee who works the designated holiday another day off, such day off will be in lieu of the holiday pay and shall be taken within 60 days.

C. If the observed holiday falls on the employee's regular scheduled day off, the employee will be given holiday pay in addition to the normal scheduled work week at straight time rate of pay. If the employer gives an employee whose regular day off is the designated holiday another day off, such day off will be in lieu of the holiday pay and shall be taken within 60 days.

Section 6: In the event the Board of County Commissioners for Broward County, Florida designates a paid holiday, other than those listed in Section 1, above, for employees of other bargaining units, the parties agree that the employees covered by this Agreement will likewise enjoy said holidays, on the same terms and conditions set forth in this Article.

Section 7: Holiday pay will be considered as time worked when computing overtime.

Section 8: All full-time and part-time 20+ employees shall receive two (2) personal days in the form of Annual Leave, credited to the employee's annual leave accrual balance effective on the first full pay period in January. A full-time employee assigned to a five (5) day workweek shall receive sixteen (16) hours and a full-time

employee assigned to a four (4) day workweek shall receive twenty (20) hours. Part- time employees shall receive eight (8) hours.

ARTICLE 23

FAMILY ILLNESS LEAVE

Section 1: Family Illness Leave may be granted to an eligible employee as defined in Section 2 below in the case of actual sickness or disability of an immediate family member. Immediate family shall be defined as: the employee's spouse, father, mother, son, daughter, grandparents, registered domestic partners and persons determined "in loco parentis" (in place of the parent) by the Director of Human Resources. Immediate family shall also include step-children if domiciled in the employee's household.

Section 2: Employees who are eligible to earn and use sick and annual leave may be allowed to use up to a maximum of forty (40) hours of their accrued sick leave in any one calendar year to care for an ill immediate family member.

Section 3: Use of accrued sick leave for Family Illness is subject to the Procedures specified in Article 21, Section 4: 1-7 governing the use of Sick Leave and shall be treated as any other usage of an employee's sick leave for the purposes of documentation and approval.

Section 4: Leave in excess of the forty (40) hours specified in Section 2 above may be granted in accordance with the provisions specified in Article 20, Annual Leave.

ARTICLE 24

UNION REPRESENTATIVES

Section 1: The County agrees to recognize one Shop Steward for each Department/Office as selected by the ATU as exclusive spokesperson for that Department/Office, and the ATU President (or President's designee which must be one of the four other Executive Board Members) as an alternate in an at-large capacity, for the purpose of contract administration. The names of the Shop Stewards shall be furnished to the County Division of Human Resources and appropriate Department/Office Director by the Union. In the event of a change in the designated Department/Office Shop Steward or the Executive Board, the same parties will be notified forthwith.

Section 2: In the event an employee receives a written disciplinary warning or notice and requests the presence of a Shop Steward for the interview with his/her supervisor relative to said written warning or if a grievance is being processed, during the Steward's regular working hours, the County agrees to compensate the Steward during the time his/her presence is necessary and the County agrees to compensate the Steward at the Steward's regular rate of pay.

Section 3: The County agrees that a duly designated officer or representative of the ATU shall be permitted, during the employees' lunch period or any other time authorized by the appropriate Division Director, to enter upon the County's premises and in those areas which are not devoted to the performance of employees' duties, for the limited purpose of conferring and consulting with members of the ATU who are County employees; provided, however, that such officer or representative of the ATU

shall, on arrival and departure at the County Division or premises, report to the division director or supervisor in charge.

The ATU shall agree that all such visits by its officers or representatives shall not cause any work stoppage, work disruption, or interfere in any manner with County business or departmental operations.

Section 4: Leave of absence without pay will be granted to one employee by the County to accept a position with Local Union 1591 of the ATU provided the Union will give the County thirty (30) days notice before the commencement of said leave. One (1) employee may be designated as an alternate to the employee who is on leave of absence.

A. During such leave, the employee shall accumulate unit seniority.

B. During such leave, the employee shall be permitted to participate in the Florida Retirement System Plan as provided by the Florida Retirement Systems Rules and Regulations.

C. During such leave, the employee shall be permitted to contribute to and participate in the County's Hospitalization Insurance Program, the same as other County employees, subject to any changes in the program. Total premium will be paid for by the employee and/or Union.

D. During contract negotiations, not more than five (5) County employees will be released from duty, with appropriate notice, at no cost to the County, to participate in scheduled collective bargaining sessions, provided the requested hours will not be unreasonably withheld. The accrual of sick and annual leaves will not be interrupted because of such services under this section.

Section 5: In the event that the President of Local 1591 of the ATU does not

accept a full-time position with Local 1591, subject to operational needs, the President will be permitted to take up to four (4) hours per week, without pay, in order to attend to Union business, unless additional time off without pay is mutually agreed upon by the Union and the County.

Section 6: Upon one week's notice, members of the Executive Board shall be permitted time off for "Union business" subject to the approval of the ATU President, the employee's Division and the Division of Human Resources. In the event of an emergency, the one week notice may be waived by the Director of Human Resources. The employee shall receive her/his regular pay for the period of absence; however, County divisions or offices in which these employees work will invoice Local 1591 for the employee costs, including retirement and social security for said absence, payable to the County within ten (10) working days after invoice notice. The checks should be made payable to the "Board of County Commissioners, Broward County" and remitted to the issuer of the invoice.

ARTICLE 25

CHECK-OFF

Section 1: The County, where so authorized and directed in writing by an individual employee covered under this Agreement on the Authorization and Direction Form properly executed by the individual employee, will deduct that individual's membership dues in the Union. Uniform assessments, defined as an across-the-board assessment levied uniformly on all Union members, will be deducted from the wages of employees as soon as possible following written authorization from ATU Local 1591. These deductions are subject to the following terms and conditions:

A. The County shall deduct from employee wages on each and every pay period, one twenty-sixth (1/26) of the employee's annual membership dues or defined uniform assessments in the Union.

B. The County shall not, under any circumstances, deduct from the employee's wages any fines, penalties, or special assessments.

C. The Union shall issue to the County its official receipt for each dues remittance.

D. The Union shall indemnify and hold harmless the County including its agents and employees from any and all claims, demands, suits (including any and all court costs), or expenses and costs in connection therewith based upon the County's participation in dues deduction or the deduction of uniform assessments under this Article.

E. It shall be the responsibility of the Union to notify the County in writing of changes in the dues structure at least thirty (30) days before said assessment or

change is to take place.

F. The County will provide two (2) check-off blocks (i.e. in addition to dues deductions) on its form which the Union may utilize for uniform assessments and/or voluntary deductions.

G. The County will wire the deducted Union membership dues or defined uniformed assessments within ten (10) working days after each pay day.

ARTICLE 26

NO STRIKES OR LOCKOUTS

The parties agree to comply with the provisions of Florida Statutes, Chapter 447, as amended, relating to strikes and lockouts.

ARTICLE 27

SAVINGS/PREVAILING RIGHTS CLAUSE

Section 1: If any provisions of this Agreement or the application of any such provisions should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations between both parties.

Section 2: All rights and working conditions enjoyed throughout the County by unit employees at the present time and authorized by County Ordinance, Resolution, written directive of the County Administrator, or by the Division of Human Resources which are not specifically referred to in this Agreement shall not be changed by the County unless said rights and working conditions interfere with the reasonable operational needs of the County, in which case the County and the Union shall negotiate over the impact of such changes.

ARTICLE 28

WAGES AND COMPENSATION

Section 1:

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 performance review or other performance-based evaluation program received a rating of “Meets Overall Expectations” or higher will receive a three percent (3.0%) 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 three percent (3.0%) 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 three percent (3.0%) 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 three percent (3.0%) 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 three percent (3.0%) of the employee’s base annual salary.

4. All current employees who on their most recent annual performance review

received a rating of “Does Not Meet Expectations” or below 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 ninety (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 three percent (3.0%) 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 five percent (5%) combined over Fiscal Years 2017/2018 and 2018/2019 with the Blue Collar Bargaining Agreement, Government Supervisors Association-Professional, and/or Government Supervisors Association-Supervisory Bargaining Units, and/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 thirty (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 (5) 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 performance review or other performance-based evaluation program received a rating of "Meets Overall Expectations" or "Exceeds Overall Expectations" will receive a two percent (2.0%) 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 two percent (2.0%) 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 two percent (2.0%) 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 two percent (2.0%) 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 two percent (2.0%) 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 ninety (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 two percent (2.0%) 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 five percent (5%) combined over Fiscal Years 2017/2018 and 2018/2019 with the Blue Collar Bargaining Agreement, Government Supervisors Association-Professional, and/or Government Supervisors Association-Supervisory Bargaining Units, and/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 thirty (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 (3) years 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:

1. For Fiscal Year 2019/2020, either party, upon written request, can reopen Article 28, Wages and Compensation and three (3) 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.

D. Performance Excellence Award:

Employees in the bargaining unit are eligible to participate in the County Administrator's Performance Excellence Award Program.

E. Salary Adjustment Authority:

The County Administrator has the authority to increase the salary of the bargaining unit employees within the range of the employee's applicable salary range after the applicable agency advises the Union and offers an opportunity to "meet and confer" about the decision. In the event the Union 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 Union will be advised and offered an opportunity to "meet and confer" about the decision. In the event the Union disagrees with the Administrator's decision, the County may still implement the pay grade adjustment and such decision shall not be grievable.

Section 2: Assignment of an employee to work in excess of sixteen (16) consecutive hours, performing the substantial portion of the duties of a higher rate

classification must be authorized in writing. When an employee is so authorized, and performs the duties of the higher rated classification for any period of time over sixteen (16) consecutive hours, that employee shall receive the compensation he or she would have received if promoted to the position for all hours beyond the initial (16). To be assigned to work in the higher classification, and be eligible for the higher rate of pay, the employee must meet at least the minimum qualifications, for the higher rated classification as set forth in the job specification for that classification. This Section does not preclude a supervisor from “verbally” assigning an employee for a period of less than sixteen hours, however, it is not intended that the County rotate different employees into an assignment to avoid compensating an employee for an out of classification assignment.

Section 3: In addition to the straight time base hourly rate, full-time employees will be paid a shift differential as follows:

\$.70/hr Second Shift and Weekend Shift

\$1.10/hr Third Shift

Permanent Part-time employees will receive the shift differential if they work four (4) or more hours on the second or third shift.

For employees whose regular shift begins between 4:00 a.m. and 5:59 a.m., the employees shall be paid the third shift differential rate of pay for actual hours worked between 4:00 a.m. and 5:59 a.m.

For employees whose regular shift begins between 10:00 a.m. and 11:59 a.m., the employees shall be paid the second shift differential rate of pay actual hours worked between 6:00 p.m. and 7:59 p.m.

For purposes of this article, shifts shall be defined as:

First shift: All work shifts which begin between
4:00 a.m. and 11:59 a.m.

Second shift: All work shifts which begin between
12:00 noon and 7:59 p.m.

Third shift: All work shifts which begin between
8:00 p.m. and 3:59 a.m.

For divisional personnel operating on shift schedules, those employees completing their scheduled shift and authorized to work one (1) or more hours into the next consecutively scheduled shift, shall be paid the shift differential for those hours worked in that additional consecutive shift. Further, employees required to report to work prior to the start of their regularly scheduled shift, in addition to working their regularly scheduled shift, shall not lose any shift differential they may have otherwise been entitled to under this section. Employees may request a shift change to a vacant position on another shift within their division by notifying the Division Director in writing and, where operationally feasible, seniority will be considered in reviewing such request. Employees who are regularly assigned to work on Saturday and/or Sunday shall receive an additional weekend pay differential described above for each hour worked on Saturday and/or Sunday. This will include those Library employees and others assigned to work a periodic Saturday and/or Sunday schedule. Employees who work on a Saturday and/or Sunday who are not regularly assigned to such work will receive the appropriate overtime rate if applicable, or the weekend differential for such work, whichever is greater, but not both.

ARTICLE 29

LEAVE OF ABSENCE WITHOUT PAY

Section 1: At the sole discretion of the County, a Department, Division or Office Director, may grant a permanent employee a leave of absence without pay for a period not to exceed three (3) months, subject to operational needs. However, a leave may be approved by the Director of Human Resources in accordance with the Family and Medical Leave Act (FMLA) for a period not to exceed four (4) months. Leave of absence without pay exceeding the periods described above may be granted with the approval of the County Administrator; however, in no case shall the total period of a leave of absence without pay exceed one year.

Section 2: The provisions of FMLA, as amended, shall apply to members of the Bargaining Unit. Further, any leave policies affecting Bargaining Unit Members will at least equal the requirements set forth in FMLA; however, leave policies affecting Bargaining Unit Members shall not be construed as extending the length of leave to which a bargaining unit member may be entitled under the Act.

A bargaining unit member who is approved for a leave in accordance with the FMLA must utilize the applicable accrued paid leave (i.e., sick or annual leave) consistent with the provisions of this agreement and County policies prior to going to leave without pay, except that employees shall have the option to retain up to forty (40) hours of accrued annual leave (unless the employee is approved to participate in the County's Donated Leave Program which requires exhaustion of all applicable paid leave). Further, the bargaining unit member shall have the option to utilize Family Illness Leave consistent with the provisions of this agreement for an approved leave in accordance with FMLA.

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.

ARTICLE 31

SUBCONTRACTING

A. In the event that the County considers subcontracting/contracting out of bargaining unit work to non bargaining unit persons and/or another entity which results in any employee being involuntarily removed from his/her job position, the County (1) shall notify the Union and (2) provide the Union the opportunity to submit alternative proposals to retain the work. In doing so, the County shall notify the Union no later than 60 days prior to the County making the final decision to award a contract.

B. Upon request, the County shall provide the Union with all financial data material to the decision to subcontract.

C. In no event, shall the Union's submission or failure to submit alternative proposals delay the County's award of a contract through the competitive bidding process.

D. Except as specifically set forth in this Article, nothing herein shall limit or restrict the County from its management right to subcontract/contract work as set forth in Article 2 (Management Rights).

ARTICLE 32

LETTERS OF UNDERSTANDING

The attached letters of understanding described below are part of the agreement and will continue in effect throughout the term of this Agreement.

- 1) November 18, 1994 - re: Overtime
- 2) November 18, 1994 - re: Accident Review Committee
- 3) November 20, 1997 - re: Pay plan and PERC certification
- 4) January 5, 2000 - re: Library Specialist IIs – Overtime Eligibility
- 5) June 25, 2001 - re: DROP/Annual Leave Cash Out
- 6) June 25, 2001 - re: Emergency Working Conditions
- 7) September 30, 2003 - re: Holiday Pay at Broward County Parks & Recreation Division
- 8) December 23, 2008 - re: Participation in Health Insurance Provider Bid Process
- 9) February 5, 2010 - re: Application of Recall Rights
- 10) April 20, 2011 - re: Rights of Full time Employees Displaced into Part Time County Positions in the Same Job Classification.
- 11) November 15, 2012 - re: *EasyPay* (Time and Attendance, Pay Card Program and Enterprise Resource Project)
- 12) October 6, 2014 re: Job Classification and Pay Study

ARTICLE 33

TERM OF AGREEMENT

Section 1: This Agreement, except as otherwise specifically provided in the agreement, shall be effective for the Fiscal Years 2017/2018, 2018/2019, and 2019/2020, upon ratification of the bargaining unit and approval of the Board of County Commissioners for Broward County, Florida, and shall continue thereafter, through September 30, 2020. For Fiscal Year 2019/2020, the parties, upon written request by July 1, 2019, can reopen Article 28, Wages and Compensation and any three (3) 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.

Section 2: For Fiscal Year 2020/2021, either party may notify the other by submitting a written intent to bargain, on or before June 1, 2020, that it desires to reopen the agreement for negotiation.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives, as of this ____ day of _____, 2018.

FOR AMALGAMATED TRANSIT UNION,
LOCAL 1591

FOR BOARD OF BROWARD
COUNTY COMMISSIONERS

BY _____
PRESIDENT

BY _____
MAYOR

BY _____
VICE PRESIDENT

BY _____
COUNTY ADMINISTRATOR

BY _____
BARGAINING TEAM MEMBER

BY _____
HUMAN RESOURCES DIRECTOR

BY _____
BARGAINING TEAM MEMBER

BY _____
LABOR RELATIONS MANAGER

BY _____
BARGAINING TEAM MEMBER

BY _____
BARGAINING TEAM MEMBER

BY _____
BARGAINING TEAM MEMBER

BY _____
BARGAINING TEAM MEMBER

APPENDIX A1

**BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
MINIMUM AND MAXIMUM HOURLY RATES
EFFECTIVE OCTOBER 1, 2017**

A Living Wage Ordinance has been adopted by the Broward County Board of County Commissioners, which provides that part-time and full-time benefit-eligible County employees (under the County pay plan) shall not be paid less than \$12.38 effective January 1, 2018.

CLASS CODE	CLASSIFICATION TITLE	FLSA CODE	PAY GRADE	HOURLY MINIMUM	HOURLY MAXIMUM	ANNUAL MINIMUM	ANNUAL MAXIMUM
WA027	ACCOUNT CLERK	N	PG108	\$15.0618	\$24.0386	\$31,328.48	\$50,000.32
WA013	ACCOUNTING SPECIALIST	N	PG110	\$17.4055	\$27.7793	\$36,203.47	\$57,780.94
WA006	AUDIO-VIDEO PRODUCTION SPECIALIST	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
WA014	BEHAVIORAL HEALTH SPECIALIST	N	PG110	\$17.4055	\$27.7793	\$36,203.47	\$57,780.94
WA007	CAD TECHNICIAN	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
WA015	CALL CENTER SPECIALIST	N	PG110	\$17.4055	\$27.7793	\$36,203.47	\$57,780.94
WA019	CUSTOMER SERVICE REPRESENTATIVE	N	PG109	\$16.1913	\$25.8416	\$33,677.91	\$53,750.55
WA031	DATA AIDE	N	PG107	\$14.0110	\$22.3614	\$29,142.82	\$46,511.71
WA020	DATA ENTRY OPERATOR	N	PG109	\$16.1913	\$25.8416	\$33,677.91	\$53,750.55
WA033	DRIVER	N	PG106	\$13.0335	\$20.8015	\$27,109.60	\$43,267.21
WA002	ENGINEERING INSPECTOR	N	PG113	\$21.6231	\$34.5104	\$44,975.98	\$71,781.73
WA008	ENGINEERING TECHNICIAN	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
WA016	ENVIRONMENTAL LABORATORY TECHNICIAN	N	PG110	\$17.4055	\$27.7793	\$36,203.47	\$57,780.94
WA009	GRAPHICS DESIGNER	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
WA034 *	LIBRARY AIDE	N	PG104	\$11.2780	\$18.0003	\$23,458.24	\$37,440.62
WA021	LIBRARY SPECIALIST	N	PG109	\$16.1913	\$25.8416	\$33,677.91	\$53,750.55
WA036	LIBRARY SPECIALIST, SENIOR	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
WA003	LICENSED PRACTICAL NURSE	N	PG113	\$21.6231	\$34.5104	\$44,975.98	\$71,781.73
WA022	MEDICAL TRANSCRIBER	N	PG109	\$16.1913	\$25.8416	\$33,677.91	\$53,750.55
WA004	MEDICAL-LEGAL INVESTIGATOR	N	PG113	\$21.6231	\$34.5104	\$44,975.98	\$71,781.73
WA028	MENTAL HEALTH SPECIALIST	N	PG108	\$15.0618	\$24.0386	\$31,328.48	\$50,000.32
WA029	OFFICE SUPPORT SPECIALIST	N	PG108	\$15.0618	\$24.0386	\$31,328.48	\$50,000.32
WA017	PERMIT/ LICENSING CUSTOMER SPECIALIST	N	PG110	\$17.4055	\$27.7793	\$36,203.47	\$57,780.94
WA001	PROPERTY AGENT	N	PG115	\$24.9879	\$39.8813	\$51,974.83	\$82,953.11
WA005	REAL-TIME REPORTER	N	PG112	\$20.1142	\$32.1028	\$41,837.57	\$66,773.87
WA023	RECORDS MANAGEMENT TECHNICIAN	N	PG109	\$16.1913	\$25.8416	\$33,677.91	\$53,750.55
WA030	RECORDS, TAXES AND TREASURY SPECIALIST	N	PG108	\$15.0618	\$24.0386	\$31,328.48	\$50,000.32
WA018	RECORDS, TAXES AND TREASURY SPECIALIST, SENIOR	N	PG110	\$17.4055	\$27.7793	\$36,203.47	\$57,780.94
WA035 *	RECREATION AIDE	N	PG104	\$11.2780	\$18.0003	\$23,458.24	\$37,440.62
WA024	RECREATION COORDINATOR	N	PG109	\$16.1913	\$25.8416	\$33,677.91	\$53,750.55
WA025	SECRETARY	N	PG109	\$16.1913	\$25.8416	\$33,677.91	\$53,750.55
WA037	SUBSTANCE ABUSE CASE WORKER	N	PG112	\$20.1142	\$32.1028	\$41,837.57	\$66,773.87

APPENDIX A1

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
MINIMUM AND MAXIMUM HOURLY RATES
EFFECTIVE OCTOBER 1, 2017

A Living Wage Ordinance has been adopted by the Broward County Board of County Commissioners, which provides that part-time and full-time benefit-eligible County employees (under the County pay plan) shall not be paid less than \$12.38 effective January 1, 2018.

CLASS		FLSA	PAY	HOURLY	HOURLY	ANNUAL	ANNUAL
CODE	CLASSIFICATION TITLE	CODE	GRADE	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
WA010	SURVEY PARTY CHIEF	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
WA032	SURVEY TECHNICIAN	N	PG107	\$14.0110	\$22.3614	\$29,142.82	\$46,511.71
WA026	TAX APPEAL SPECIALIST	N	PG109	\$16.1913	\$25.8416	\$33,677.91	\$53,750.55
WA011	USER SUPPORT TECHNICIAN	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
WA012	VETERINARY TECHNICIAN	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18