

SUMMARY OF AGREEMENT PROVISION CHANGES

Federation of Public Employees (Port Supervisory)
For Fiscal Years 2017/2018 through 2019/2020

Three-year Agreement – October 1, 2017 through September 30, 2020

ARTICLE 2 – EMPLOYEE RIGHTS

The language was revised regarding the length of time the County is able to use previous disciplinary notices or documentation evidencing an oral or written warning/reprimand of the same nature to support further discipline from 18 months to 20 months.

ARTICLE 13 – OVERTIME

Add a new Section 4: Standby provision

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 hours standby duty pay at their straight time base rate for each regular work day of standby duty assigned and scheduled; and three hours pay at their straight time base rate for regular days off, with day defined as a 24-hour time period. Compensated hours of standby referred to in this paragraph shall count as hours worked for the purpose of computing overtime pay as defined in Article 13, Section 1.

C. Employees, while on standby duty when called to work, will, in addition to the standby duty pay provided in Paragraph B above, be paid as follows: For the initial call for each regular work day or regular day off of standby duty, the employee will be paid for actual time worked with a minimum guarantee of two hours pay. For all other calls during standby duty, the employee will be paid for actual time worked. For pay purposes, actual time worked starts at the time of notice, and ends when the employee would reasonably be expected to return home. The employee is expected to respond to the call in a reasonable amount of time following notice. In the event any employee who is on standby duty fails to respond to a call to work, the employee will forfeit the standby duty pay and may be subject to possible disciplinary measures.

D. Employees will not be assigned and scheduled to standby duty if excused in advance by a supervisor outside the bargaining unit. However, in the event the supervisor cannot schedule the required number of employees for standby duty, any previously excused employees will be required to serve the necessary standby duty.

E. Where operationally feasible, standby duty assignments will be made on a weekly basis. Feasibility shall be determined by management.

ARTICLE 14 – WAGES AND PAY PLAN

Section 2

When an employee is promoted to a position assigned to a higher grade, the amount of the salary increase granted upon promotion shall be 7.5% within range or the minimum of the salary 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 not to exceed the maximum of the pay grade.

Section 4

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 Expectations" or higher, will receive a 3% base salary increase (within the salary range). Those current employees recently hired and who have yet to receive their annual performance review for their current position as of October 7, 2017, shall also receive the 3% base salary increase. To be eligible, employees must be employed in a Bargaining Unit position as of the effective date, and be employed by the County as of the date of Board approval of this Agreement.

2. Eligible employees below the maximum of the pay range, and limited to an increase of less than 3% to their base hourly pay due to the maximum of the pay range, shall receive a one-time, gross lump sum amount equal to the difference between 3% and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar).

3. Eligible employees, whose base hourly rate is at or above the maximum rate of their pay range as of October 7, 2017, will not be eligible for a base hourly adjustment as provided in Section A.1. above. Those employees will receive a one-time, gross lump sum amount equal to 3% of the employee's base annual salary.

4. All current employees, who on their most recent annual performance 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 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 Expectations" will receive the 3% base salary increase prospectively.

5. Notwithstanding the above, in the event that the County agrees to a non-concessionary across the board, salary/wage increase greater than 5% combined over Fiscal Years 2017/2018 and 2018/2019 with the Blue Collar bargaining unit, White Collar bargaining unit, Government Supervisors Association-Professional and Government Supervisors Association-Supervisory bargaining units, AFSCME Port Maintenance, and/or the unrepresented employees, either party may request in writing its desire to meet to explore alternatives to the agreed-upon salary/wage provisions of this Article. Any such request is an informal request that does not trigger the opening of the parties' Collective Bargaining Agreement or the impasse provisions of Chapter 447, Florida Statutes. Further, the request must be received within 30 days of County approval of such salary decrease/increase.

6. For Fiscal Year 2017/2018, effective on the first full pay period in April of 2018 (April 8, 2018), eligible bargaining unit employees, who have five or more years of continuous service experience in their current County job classifications as of April 7, 2018, and who are below the 25th percentile of their pay grade, shall have their salary adjusted upward to the 25th percentile of their pay grade.

7. The parties agree that it is the County's intent to develop a process to collect data for the purpose of creating a skills inventory for all bargaining unit employees. This process will include data on the employee's education, certificates/licenses and critical/unique skills. The Union agrees to support the data collection process, which may include obtaining information from employees.

B. Fiscal Year 2018/2019:

1. For Fiscal Year 2018/2019, effective on the first full pay period in October of 2018 (October 7, 2018), eligible bargaining unit employees, who on their most recent annual performance review or other performance-based evaluation program received a rating of "Meets Expectations" or "Exceeds Expectations", will receive a 2% base salary increase (within the salary range). Those current employees, recently hired and who have yet to receive their annual performance review for their current position as of October 6, 2018, shall also receive the 2.0% base salary increase. To be eligible, employees must be employed in a Bargaining Unit position as of October 6, 2018.

2. Eligible employees below the maximum of the pay range, and limited to an increase of less than 2% to their base hourly pay due to the maximum of the pay range, shall receive a one-time, gross lump sum amount equal to the difference between 2% and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar).

3. Eligible employees, whose base hourly rate is at or above the maximum rate of their pay range as of October 6, 2018, will not be eligible for a base hourly adjustment as provided in Section B.1. above. Those employees will receive a one-time, gross lump sum amount equal to 2% of the employee's base annual salary.

4. All current employees who on their most recent annual performance evaluation received a rating of "Does Not Meet Expectations" will not be eligible to receive the annually determined percentage increase at this time. However, in accordance with County policy, such employees should be placed on a formal Performance Improvement Plan with a time duration of 90 days and receive a "Special Performance Evaluation". At the conclusion of the Performance Improvement Plan time frame, those employees with a performance rating that at least "Meets Overall Expectations" will receive the 2% base salary increase prospectively.

5. Notwithstanding the above, in the event that the County agrees to a non-concessionary across the board, salary/wage increase greater than 5% combined over Fiscal Years 2017/2018 and 2018/2019 with the Blue Collar bargaining unit, White Collar bargaining unit, Government Supervisors Association-Professional and Government Supervisors Association-Supervisory bargaining units, AFSCME Port Maintenance, and/or the unrepresented employees, either party may request in writing its desire to meet to explore alternatives to the agreed-upon salary/wage provisions of this Article. Any such request is an informal request that does not trigger the opening of the parties' Collective Bargaining Agreement or the impasse provisions of Chapter 447, Florida Statutes. Further, the request must be received within 30 days of County approval of such salary decrease/increase.

6. For Fiscal Year 2018/2019, effective on the first full pay period in April of 2019 (April 7, 2019), eligible bargaining unit employees, who have three or more years of continuous service experience in their current County job classifications as of April 6, 2019, and who are below the 25th percentile of their pay grade, shall have their salary adjusted upward to the 25th percentile of their pay grade.

C. Fiscal Year 2019/2020:

1. For Fiscal Year 2019/2020, either party, upon written request, can reopen Article 14, Wages and Pay Plan and three Articles each. Thereafter, this Agreement shall remain in effect, except for any provisions which specifically expire or are date specific, until a successor agreement is approved by the Board of Broward County Commissioners.

Section 6

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.

New Section 7

Incentive Pay Supplements - Eligible Bargaining Unit members shall receive incentive pay supplements for receipt and maintenance of certain skill-based certificates and/or licenses in the same manner as eligible employees under their supervision. To be eligible, Bargaining Unit members must be in the supervisory chain of command of employees eligible for incentive pay and the certification or license must be in addition to the established minimum qualification requirements of the Bargaining Unit position.

ARTICLE 15 – HOLIDAYS

Amend Sections 3 and 5.

Section 3

If the observed holiday falls on the employee's regular scheduled day off, the employee will be given holiday pay as defined in Section 6 in addition to the normal scheduled work week at straight time rate of pay; or the employee may elect to have the applicable number of hours of holiday pay added to the employee’s annual leave bank in lieu of holiday pay.

An employee required to work on a holiday as described in Section 6 may elect to have the applicable number of hours of holiday pay added to the employee’s annual leave bank in lieu of holiday pay.

Section 5

Whenever a holiday listed in this Article falls on a Saturday or Sunday, and the County designates a Friday or Monday as the designated holiday, that designated day will apply to all bargaining unit employees, regardless of schedule.

ARTICLE 16 – ANNUAL LEAVE

Section 3: Requests for Leave

A request for annual leave shall be submitted to the employee's immediate supervisor through the County’s time and attendance system.

ARTICLE 22 – LAYOFF AND RECALL

In the event of a reduction in force, furlough, layoff, or abolishment of the Department of Port Everglades, division or job classification, except that 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, the bargaining unit employee with the least seniority as defined in Article 23 shall be the first to be affected and said reduction in force, furlough, layoff, or abolishment of the Department of Port Everglades, division or job classification shall continue in the same order thereafter. Any employee, who is affected by the above, shall have the option of displacing any junior employee in an equal or lower job classification employed by the Department of Port Everglades, provided the employee is able to perform the duties of that job classification. Any employee whose employment is affected by any of the circumstances contained above, shall, for a one-year period, have the right to fill any subsequent vacancy in the work force, provided the employee has the ability to perform the duties of that position. The County shall notify, by certified mail, any affected employee of any vacancy.

ARTICLE 31 – EDUCATIONAL REIMBURSEMENT/LEAVE

Section 1

Amend to change the title of Educational Reimbursement Program to Employee Educational Benefits Program.

NEW ARTICLE 41 - PARENTAL LEAVE

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

NEW ARTICLE 42 - TERM OF AGREEMENT

The provisions of this agreement are for the Fiscal Years 2017/2018, 2018/2019 and 2019/2020.