

AGREEMENT

-Between-

**THE BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA**

-And-

**FEDERATION OF PUBLIC EMPLOYEES,
A DIVISION OF THE NATIONAL FEDERATION
OF PUBLIC AND PRIVATE EMPLOYEES (AFL - CIO)
SUPERVISORY UNIT**

Effective FY 2018, 2019, 2020

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ARTICLE 1

RECOGNITION

Broward County recognizes the Federation of Public Employees, a Division of the National Federation of Public and Private Employees AFL-CIO, as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment in the following designated unit:

Included:

All regular full and part-time non-professional non-exempt employees employed by the Broward County Board of County Commissioners at its Department of Port Everglades in the classifications set forth in Appendix A-1.

Excluded:

All other County employees not set forth in Appendix A-1 except those employees employed in any job classification mutually agreed to by the parties.

Whenever used in this Agreement, the word "Employee" or "Employees" shall mean any person or persons employed in the afore-described unit as defined by the Florida Public Employees Relations Commission, Case No. RC-81-002, Certification #556, as amended, Certification of Exclusive Bargaining Representative.

ARTICLE
DEFINITIONS

Terms in this Agreement shall be defined as follows:

- A. Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO) which has been granted the right to represent exclusively the members of the bargaining unit is synonymous with "Union" when referred to herein.
- B. "Agreement" - - That document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.
- C. "Bargaining Unit" - - That group of employees determined by the County of Broward, Florida and FPE and approved by the Florida Public Employees Relations Commission to be appropriate for the purpose of collective bargaining.
- D. "Collective Bargaining" - - The performance of mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract with respect to agreements reached concerning wages, hours, and conditions of employment.
- E. "PERC" - - Public Employees Relations Commission, a regulatory state agency created under CH. 447 (F.S.).
- F. "PERA" - - Public Employees Relations Act, CH. 447 (F.S.) governing collective bargaining with public employees.
- G. "Seniority" - - Shall be defined as the length of continuous service with the County of Broward, Florida or the former Port Everglades Authority as a member of the bargaining unit. "Continuous Service" means uninterrupted employment with the

County of Broward, Florida or the former Port Everglades Authority as a member of the bargaining unit.

- H. "Immediate Supervisor" - - That person in an administrative or supervisory position directly responsible for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor who is a unit member shall be excluded from responding to grievances pursuant to Article 4.
- I. "Employee" - - That person in the bargaining unit as described in Paragraph C, above.
- J. "Termination" - - The act of separation from employment through retirement, discharge for just cause, discharge during the probationary period, voluntary or involuntary resignation, or death.
- K. "Probationary Employee" - - A newly hired employee whether full-time or part-time who has completed less than one hundred eighty (180) calendar days of County employment. 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. Probationary employees shall be covered by the provisions of this Agreement except that no grievance may be filed on their behalf relating to discipline or discharge from employment.
- L. "Permanent Employee" - - An employee who has satisfactorily completed no less than one hundred eighty (180) calendar days of employment in a position which has no predetermined termination date and calls for the employee to work the basic work period or the normal work week as defined in Article 12 of this Agreement.
- M. "Regular Part-Time Employee" - - An employee who has satisfactorily completed no less than one hundred eighty (180) calendar days of employment in a position which

calls for the employee to work less than the normal work week but at least twenty (20) hours per week.

- N. "Temporary or Temporary Part-Time Employees" - - Employees who have a predetermined termination date. Temporary employees shall not be covered by any of the provisions of this Agreement.
- O. "The Parties" - - County of Broward, Florida, and FPE.
- P. "Transfer" - - Change in work location within the same job class. Bargaining unit employees may request a transfer to another vacant position within their division by notifying the Division Director in writing. All written requests for transfer shall be considered before a vacancy is filled by the Division. A notice of request to fill a vacancy will be posted in each Division. Employees will be made aware of the location for such posting.

ARTICLE 2

EMPLOYEE RIGHTS

The County and the Federation agree that the basic intent of this Agreement is to provide a harmonious working relationship between the County and the Federation. The County and the Federation agree that all provisions of this Agreement shall be applied to all employees covered by it and that the County and the Federation affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public law and public interest require no discrimination on account of race, color, creed, handicap, national origin, age or sex.

Employees shall have the right to join the Federation to engage in lawful concerted activities for the purpose of collective bargaining, to express and communicate any view, grievance, complaint or opinion relative to conditions or compensation of public employment or its betterment, all free of any restraint, coercion, intimidation or reprisal against any employee because of that employee's membership or lack of membership in the Federation or by virtue of any employee-member holding office in the Federation. This provision shall be applied to all employees employed by the County and represented by the Federation.

Disciplinary notices or documentation of disciplinary action in any employee's file for which there have been no recurrence of the same or similar nature in twenty (20) months shall be void and without effect in that they will not be used to support further disciplinary action, except in the case where an employee has received a last chance warning and less severe disciplinary action in lieu of termination. In these instances, the above time-frame language will not apply and the applicable time-frame shall be specified within the last chance warning.

ARTICLE 3

MANAGEMENT RIGHTS

It is understood that the County has the right to operate the department and divisions of Port Everglades and this Agreement shall not be construed to limit in any way the right of the County to manage and operate its business.

In order to fulfill this commitment and responsibility, management shall have the right, subject to the terms and conditions of this agreement, to:

1. Hire, promote and evaluate employees.
2. Discipline, demote, suspend or discharge employees for just cause.
3. Determine unilaterally the purpose of each department, division or operation.
4. Determine what reasonable work activities are performed.
5. Exercise control and discretion over the organization and operation of the County.
6. Cause reductions in work force for legitimate reasons.
7. Set standards of service to be provided.
8. To formulate, change or modify rules, regulations and procedures provided it is not contrary to the provisions of this Agreement.

ARTICLE 4
GRIEVANCE PROCEDURE

Section 1

A grievance shall be defined as any controversy or dispute arising between the parties involving questions of interpretation or application of the terms and provisions of this Agreement and other conditions of employment. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of the terms and provisions of this Agreement and other conditions of employment. A class action grievance is a grievance that involves more than three (3) specifically named employees. Class action grievances may be initially filed at Step 2 of the grievance procedure.

Section 2

Thus, should differences or disputes arise between the parties to this Agreement or between the employees covered herein and the County, other than cases of discharge and/or suspension, the aggrieved party to this Agreement or employee, or employees, as the case may be, shall use the following procedures:

- Step 1.** In the event that an employee believes there is a basis for a grievance, said employee and/or a Union representative shall present a formal grievance in writing to the employee's division head within five (5) working days of the date of the occurrence of the event giving rise to the grievance. The formal grievance shall be presented on the designated form, signed by both the grievant (s) and a representative of the Federation, which shall contain all known facts supporting the

alleged grievance and the specific Article(s) and Section(s) which is alleged to be violated. Upon presentation of this written grievance to the division head, and within five (5) working days thereafter, the division head, the employee and the Union's representative shall attempt to resolve the same dispute and, within five (5) working days thereafter, the division head shall render a decision in writing to both the employee and to the Union.

Step 2. In the event the aggrieved employee and/or the Union is not satisfied with the written answer to Step 1 above, the said grievance shall be presented within five (5) working days after the written answer above to the Port Director, or his/her designee, who will, within five (5) working days of the receipt of same, meet with a representative of the Federation in an attempt to resolve the said grievance. At this meeting, the employee and/or the on-site Federation representative may also be present. Within five (5) working days after this meeting, the Port Director or his/her designee shall render a decision in writing.

Step 3. If the grievant is not satisfied with the disposition of the grievance by the Department Director or a designee, or if no disposition has been made within the specified time limit, the grievance may be submitted by the Federation with the consent of the grievant, (or by an individual grievant, but only if the grievant is a non-member and the Federation declines to process the grievance on that basis alone) to arbitration before an impartial arbitrator, by filing a Request for Arbitration Panel

with the Federal Mediation and Conciliation Services (FMCS) within the time-frames outlined in Article 5 ARBITRATION, Section 1.

Section 3

In the event that an employee is discharged and/or suspended by the County, the aggrieved party to this Agreement or employee or employees shall, within five (5) working days of written notice of discharge and/or suspension grieve his/her discharge and/or suspension to the Port Director, or his/her designee who shall, within five (5) working days of the receipt of the same, meet with a representative of the Federation in an attempt to resolve the grievance. At this meeting the employee and/or the on-site Federation representative shall also be present. Within five (5) working days after this meeting, the Port Director shall render his/her decision in writing.

Section 4

With respect to discharge and/or suspension, the County shall notify the affected employee no later than ten (10) working days from the date the County fixes the responsibility for the incident upon which the discharge and/or suspension is based. The County's failure to comply with the ten (10) working day period shall constitute a waiver of its rights to take any disciplinary action against the employee or employees, including, but not limited to, oral reprimand, written reprimand, suspensions or discharges, for the incident.

Section 5

The time limitations provided in this Article shall be strictly observed and shall be extended only by written agreement of the parties. In the event that the County fails to comply with any of the aforesaid time limitations in Steps 1 and 2 of the grievance procedure or Sections 3 and/or 4 of this Article, the grievant may file to the next level in the grievance procedure, prior to arbitration. In the event that the Federation fails to comply with any of

the aforesaid time limitations in Steps 1 and 2 of the grievance procedure or Sections 3 and/or 4 of this Article, the grievance shall be deemed denied and no relief granted. If a grievance meeting is re-scheduled at the request of either of the parties, the time-frames will be automatically extended to allow for re-scheduling of the grievance meeting.

Section 6

Application to this procedure shall foreclose the grievant from appealing to any other available County procedure or vice-versa.

Section 7

Nothing in this Article shall require the Federation to process grievances for employees who are not members of the Federation, in conformity with Florida law.

Section 8

Separations due to reduction in force (layoffs), complaints involving appeals from examination ratings, and classification decisions are not subject to review through this grievance procedure. Performance evaluations shall not be subject to the grievance procedure with the exception of those annual evaluations in which overall performance results in a Quality Point Average (QPA) less than 2.5. However, annual evaluations in which the overall performance rating results in a QPA less than 3.5 may be subject to the grievance procedure only in the event that an employee is in a block-budgeted eligible position and the evaluation impacts the employee's eligibility to be considered for block-budgeting purposes. Such performance evaluation grievances may not proceed to arbitration as provided in this Article.

ARTICLE 5
ARBITRATION

Section 1

In the event any disputes and/or differences, including discharges and suspensions, have been properly processed through the grievance procedure without resolution, the Federation may demand arbitration and this demand, in writing, shall be presented to the Port Director, or his/her designee, within ten (10) working days from the receipt of the decision of the previous step.

The Arbitrator shall be appointed by mutual consideration of the parties. Either party may petition the Federal Mediation and Conciliation Service (FMCS) and request a list of five (5) qualified arbitrators and from said list the parties shall alternately strike and select a single arbitrator to preside as a neutral at the hearing involving the grievance. Such written petition to FMCS must be mailed (certified, return-receipt requested) or sent via facsimile, with a copy simultaneously sent to the other party, within twenty (20) working days after arbitration is demanded.

The decision of said arbitrator shall be final and binding upon both parties. The arbitrator shall not be empowered to alter, amend, add to, or eliminate any provisions of this Collective Bargaining Agreement. The losing party in an arbitration will pay the expenses of the Arbitrator. Each party shall be responsible for any additional expenses (included but not limited to representatives, attorneys, transcripts, witnesses) it chooses to incur.

Section 2

In the event that any employee has been suspended and that suspension is upheld, that employee, upon the expiration of that suspension, shall be fully reinstated to

his or her former position with no loss or impairment of any of his or her rights under this Collective Bargaining Agreement or other rules and regulations of the County.

ARTICLE 6

IMPASSE RESOLUTION

In the event that there is an impasse in negotiations concerning the negotiation of a new collective bargaining agreement or the mutual amendment of an existing collective bargaining agreement, the parties agree that the resolution of any impasse issues shall be governed by the provisions of Florida Statutes Chapter 447, as amended.

ARTICLE 7

ON-SITE REPRESENTATIVE

Section 1

The Federation shall have one (1) on-site representative and one (1) alternate, and shall notify the County of the individuals by mail.

Section 2

The on-site representative will be given up to fifteen (15) minutes with pay to discuss any grievance with a unit member. If a grievance is filed and processed, the on-site representative will be permitted to attend any grievance meeting called by the County without loss of pay.

Section 3

The on-site representative will be permitted two (2) days off per year and the alternate one (1) day off per year without loss of pay to attend an officially sanctioned Federation seminar, meeting or convention.

Section 4

For purposes of reduction in work force, the on-site representative shall be entitled to super seniority.

ARTICLE 8

BULLETIN BOARDS

The County shall provide the Federation with reasonable space and access to existing Port Everglades Department bulletin boards in those Divisions where members of the Federation are employed, and the Federation may erect bulletin boards where none exist. Space designated for the Federation shall not be used for County notices or bulletins. All notices or bulletins of the Federation that are to be posted must be submitted to the Port Director or his/her designee for approval prior to posting with a copy for the County. There shall be no other general distribution or posting by employees of pamphlets, advertising or political matter, notices, or any kind of literature upon County property other than as herein provided. The bulletin boards, authorized by the County for use by the Federation, may be used by the Federation, under terms of this Article, only for the purpose of posting the following notices and announcements:

- A. Notice of Federation meetings and minutes of meetings;
- B. Notices of Federation elections;
- C. Notices of Federation appointments to office;
- D. Notices of Federation recreational, social affairs, benefits, and other Federation activities.

Approval of the above-enumerated notices shall be granted by the Port Director or his/her designee unless the material violates the provisions of this Agreement or is harmful to employee labor relations.

Any document that is posted without prior approval as required in this Article shall be removed and repeated posting of non-approved documents may result in the privilege of such use of the bulletin boards being withdrawn.

ARTICLE 9

PROMOTIONS AND VACANCIES

Section 1

It shall be the policy of Broward County to encourage promotion from within, whenever feasible, consistent with qualified staffing and affirmative action goals. A promotional system will be maintained encompassing merit principles which will recognize County service, including related experience with Port Everglades as a major factor in promotions along with qualifications and work records. 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. Promotional appointments shall not be grievable except in cases where the party (s) can substantiate that one of the above considerations resulted in such appointment.

Section 2

There shall also be a probationary period served when an employee is promoted. The term of this period shall be 135 calendar days. Prior to the expiration of this period (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. If an employee is removed during the probationary period following a promotion for failure to perform satisfactorily the duties of the higher position, the employee shall be returned to the position held prior to the promotion or to a similar position. Should an appropriate vacancy not exist, the employee shall be restored to the position held prior to the promotion and the provisions governing reduction in force shall apply. A probationary promotional appointment does not affect an employee's earned permanent status and rights in the County system acquired in another position. The

promoted employee retains the right to bring a grievance under any term or condition of employment specified in this Agreement except that no grievance may be filed on the employee's behalf relating to a management decision to return the employee to their former or substantially equivalent position during the first 135 calendar days following promotion. During the probationary period the said employee will be paid the appropriate higher classification wage rate and will continue to receive said wage after completing their probationary period.

ARTICLE 10

WORKING OUT OF CLASS

Section 1

Whenever an employee is requested to perform the tasks of a higher graded position, that employee shall receive the rate of pay of that higher graded position, or five percent (5%) above his/her regular rate of pay, if the rate of pay for the higher graded position is less than five percent (5%) over and above that employee's regular rate of pay and his/her regular position, whichever is greater, for each and every hour worked in any higher grade during that contract year.

Section 2

An employee temporarily assigned to a lower graded position shall be compensated at the rate of pay received in his/her regularly assigned job grade.

ARTICLE 11

SAFETY

Section 1

The County agrees that the Port Director shall establish a Safety Board which shall convene monthly during normal business hours. The County further agrees that one representative from this bargaining unit shall serve on the Board at no loss of pay and/or other fringe benefits. The business of the Board shall consist of periodic review of occupational and safety standards at the Department of Port Everglades and review of all safety complaints made by employees. Any resolution and/or recommended action by the Board shall be directed, in writing, to the Port Director or his/her designee to be acted upon immediately.

Section 2

Employees in classifications/positions where it is warranted, will receive one pair of safety shoes per fiscal year. The County Safety Coordinator will be responsible for deciding what positions receive safety shoes and the Safety Coordinator's decision will be based on the recommendation of the Division Safety Committee representative and the Safety Coordinator's interpretation of OSHA requirements. Management shall determine the type and quality of such shoes.

Those employees designated to receive shoes will be reimbursed one hundred percent of the price of safety shoes up to \$ 100.00 annually.

ARTICLE 12

WORK WEEK

The work week of all employees shall be five (5) consecutive days followed by two (2) consecutive days off, not to 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 P.M., exclusive of scheduled unpaid lunch breaks. In the event that there is any change in any of the employee's work schedule, the County shall give notice to both the employee and the Federation, in writing, two (2) weeks prior to any change. When an emergency exists, the two (2) week notice requirement may be waived.

ARTICLE 13

OVERTIME

Section 1

All hours authorized and worked in excess of forty (40) hours in a seven (7) day work period shall be compensated at one and one-half (1½) times the employee's regular rate of pay consistent with the provisions of the Fair Labor Standards Act (FLSA). Additional hours worked under forty (40) hours in a week to make up for time adjustment or other non-worked hours will be paid at straight overtime (not time and a half). There shall be no compensatory time in lieu of overtime pay. Overtime will be paid in fifteen (15) minute increments. The following hours shall be computed as hours worked for the sole purpose of computing eligibility for the overtime rate:

- A. Hours off for workers' compensation;
- B. Sick leave bonus hours;
- C. Call back pay as defined in Section 2, shall only be computed as time worked for determining overtime eligibility, the intent being to help toward making the work week whole, in either of two cases:
 - 1. Where an employee has utilized authorized sick leave during the scheduled work week; or
 - 2. Where an employee receives a time adjustment of up to 2.5 hours per week (for example, the adjustment between the normal work week of 37.5 hours to 40 hours), however, not more than 2.5 hours of call back pay per week shall cause the time adjustment to be considered hours worked.

- D. Holiday pay, as defined in Article 15, shall be computed when the designated holiday is an employee's normally scheduled workday and the employee is given the day off in observance of the holiday;
- E. Annual leave hours shall be computed only when such leave is prescheduled and approved according to the vacation schedule provisions of Article 16; 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.
- F. Bereavement Leave Hours;
- G. Jury Duty Leave hours paid;
- H. Emergency Working Condition Hours as described in Section 3 of this Article.

All other hours paid but not worked shall not be computed as hours worked.

Section 2: Call Back Pay

Any employee who is called back to work at a time other than his/her regularly scheduled hours of work/shift shall be granted a minimum of four (4) hours compensation at his/her straight time base rate of pay regardless of time actually worked.

Any employee pre-scheduled to report to work within two (2) hours of regularly scheduled starting time shall be ineligible for call back pay but eligible for compensation for actual hours worked (at the overtime rate of pay, if applicable).

Section 3: Emergency Working Conditions

Due to conditions beyond the control of the Employer, including but not limited to things such as hurricanes, windstorms and tornados, if the County Administrator declares an emergency and directs the County to begin Emergency 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 Employer's management not to report or to go home prior to the completion of their shift will suffer no loss of pay. Any employee who is on pre-approved sick leave, annual leave or personal day before the declared emergency will suffer no loss of pay and the applicable leave bank shall not be deducted. Such hours paid but not worked will not count as hours worked for computing premium (time and one-half) overtime eligibility.
- B. Any employee who is ordered, or assigned as a result of volunteering, by the Employer's management to work during the declared emergency shall be compensated at double their straight time base hourly rate for all hours actually worked. This compensation is in lieu of any other compensation.

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. 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 (2) 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 to 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, then 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 1

The County and the Federation recognize and agree that the wage and pay plan provided in Appendix A-1, shall constitute the official pay plan governing all persons employed in classifications included in this bargaining unit.

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 seven and one half percent (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 seven and one half percent (7.5%) consistent with the County's compensation methodology, not to exceed the maximum of the pay grade.

Section 3

When an employee is demoted to a position assigned to a lower grade, the amount of the salary decrease granted upon demotion shall be the highest of: the minimum of the new pay range or seven and one half percent (7.5%) less than the employee's current pay rate, not to exceed the maximum of the new class.

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 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 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 unit, White Collar bargaining unit, Government Supervisors Association-Professional, Government Supervisors Association-Supervisory bargaining units, AFSCME Port Maintenance, and/or the unrepresented employees 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 Expectations” or “Exceeds 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 October 6, 2018.

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 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 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 unit, White Collar bargaining unit, Government Supervisors Association-Professional, 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 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) 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 (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 5

In addition to the straight time base hourly rate, effective the first full pay period in October 2006 (October 8, 2006), bargaining unit employees will be paid a shift differential

of seventy cents (\$0.70) per hour for hours actually worked on the second shift and one dollar and ten cents (\$1.10) per hour for hours worked on the third shift.

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.

Section 6

Salary Adjustment Authority – The County Administrator has the authority to increase the salary of bargaining unit employees within 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 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.

APPENDIX A-1

EFFECTIVE OCTOBER 1, 2016

CLASS CODE	CLASSIFICATION	FLSA CODE	SALARY GRADE	HOURLY MIN	HOURLY MAX	ANNUAL MIN	ANNUAL MAX
QA003	ACCOUNTANT	E	PG115	\$24.9879	\$39.8813	\$51,974.83	\$82,953.11
QA001	ACCOUNTANT SENIOR	E	PG116	\$26.8622	\$42.8723	\$55,873.38	\$89,174.31
QA002	ASSISTANT HARBORMASTER	N	PG116	\$26.8622	\$42.8723	\$55,873.38	\$89,174.31
QA004	SKILLED TRADES SUPERVISOR	N	PG115	\$24.9879	\$39.8813	\$51,974.83	\$82,953.11
QA005	SURVEY PARTY CHIEF	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18

ARTICLE 15

HOLIDAYS

Section 1

The following holidays will be observed as holidays for County employees of this bargaining unit:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

Any holiday adopted by the Board of County Commissioners shall be incorporated by reference as a holiday with respect to the employees covered by this Agreement.

Section 2

In the event that any of the aforementioned holidays fall within an employee's regular work week, the employee shall be compensated at his/her regular rate of pay and shall receive the day off.

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 their 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 their annual leave bank in lieu of holiday pay.

Section 4

If a holiday(s) falls on a weekend for employees who are regularly scheduled to work Monday through Friday, said employee shall receive the Monday following the weekend or the last working day prior to the holiday to replace that holiday. The County shall designate the day to be taken off in lieu of said holiday.

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.

Section 6

Any employee who works on a designated holiday shall receive eight (8) hours holiday pay at the employee's regular rate of pay plus one and one-half (1 1/2) times his regular rate of pay for all hours worked on the holiday.

Section 7

The employee shall not be entitled to pay for any holiday falling during a layoff or unpaid leave of absence. If a holiday falls during an employee's vacation, the employee will be entitled to extend his/her paid vacation by one day for each holiday observed during the vacation provided the employee's supervisor is advised in writing and approves such vacation extension before the employee begins his/her vacation leave.

Section 8

In order to receive holiday pay, an employee must have worked the scheduled shift on the day preceding and the day following the holiday.

Absence from work on the day preceding or following the holiday will not deprive an employee of holiday pay only if due to previously scheduled vacation, death in the

employee's immediate family, illness substantiated by physician's certificate, or job related injuries. However, if an employee is not on approved paid leave and does not work their scheduled shift on the day before and the day after a holiday, he/she will not be paid for the holiday.

Section 9

An employee who fails to work his/her scheduled work day on the holiday forfeits the holiday pay for that holiday unless the employee provides a physician's certificate as to his/her physical condition being incapacitated on the actual day missed. If, however, an employee provides a physician's certificate, the employee shall receive holiday pay plus sick leave pay for that day. An employee who does not provide a physician's certificate and is otherwise eligible to use sick leave, will be compensated for the sick leave only.

Section 10

Employees will be granted sixteen (16) hours paid leave per calendar year to be utilized for personal business. Personal days shall be in the form of Annual Leave, credited to the employee's annual leave accrual balance effective on the first full pay period in January.

Section 11

In the event the Board of County Commissioners for Broward County, Florida designates a paid holiday, other than those listed in Section 1, 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.

ARTICLE 16
ANNUAL LEAVE

Section 1: General

Annual leave may be requested for personal or emergency reasons or for vacation. Vacations are for the purpose of rejuvenating both physical and mental faculties and all employees are urged to avail themselves of vacation periods. No employee shall receive pay in lieu of annual leave unless recommendation is made by the Division Director and specific approval is given by the Port Director, and such payment is in accord with the provisions of this collective bargaining Agreement.

Section 2: Eligibility and Rate of Leave Accrual

All employees in the bargaining unit shall be entitled to earn and accrue annual leave. Employees begin to accrue leave immediately upon employment. Annual leave shall be earned as follows:

<u>YEARS OF EMPLOYMENT</u>	<u>HOURS EARNED PER YEAR</u>
Less than five (5) years	Eighty (80) hours
Five (5) through nine (9) years	One hundred twenty (120) hours
Ten (10) years and over	One hundred sixty (160) hours

An employee's annual leave pay will be based on the employee's bi-weekly pay rate in effect at the end of the pay roll period completed just prior to the beginning of 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. Leave may be taken only

after approved by the employee's division director so that the department/division can function smoothly and efficiently. Annual leave will be granted, when practicable, in line of department/division seniority and in accordance with employee preference, but it is understood that the efficient operation of the Department shall be the first consideration.

Leave may only be used as earned and annual leave with pay shall not be allowed in advance of being earned. If an employee has insufficient leave credits to cover a period of absence, no allowance for leave shall be granted in advance or in anticipation of future leave credits. In such cases, payroll deductions for the time lost shall be made for the period during which the absence occurred.

Employees may request annual leave after six months of full-time regular employment with the County.

In the event that an employee's scheduled annual leave must be canceled due to operational needs of the Department, the employee shall be given at least thirty (30) days' notice, except in the case of emergencies.

Employees must submit a written request for annual leave dates prior to March 1 of each calendar year on a form that will be distributed to all employees no later than January 2 of each calendar year. Once approved, any changes in an employee's annual leave schedule must be approved by his/her division director. No such change shall be unreasonably denied.

Section 4: Minimum Charge

A half (1/2) hour is the minimum charge for either annual or sick leave, and additional leave is charged in half hour multiples. Absences on separate days are not combined.

Section 5: Use of Annual Leave

Annual leave shall be granted in accordance with Section 3 for the following

purposes:

- (a) Vacation.
- (b) Absences due to illness of members of employee's family.
- (c) Absences for transaction of personal business which cannot be conducted during off-duty hours.
- (d) Religious holidays other than those designated by this collective bargaining Agreement as official holidays or designated by the County as holidays.
- (e) For uncovered portions of sick leave, once such leave has been exhausted through illness. However, employees may not use sick leave for annual leave.
- (f) Any absences from work not covered by other types of leave provisions established by this collective bargaining Agreement.

Section 6: Accumulation of Annual Leave

The maximum annual leave that may be carried over from one calendar year to the next shall not exceed a total of 280 hours accrued leave. The date for computation of excess leave for each year shall be the end of the last pay period in December.

It is the intent of this Agreement that employees take their annual leave yearly for the period in which it was earned. Employees carrying excess annual leave should be given the opportunity to use the excess leave. Any deviation from the authorized maximum accumulation must be documented and must be approved by the County Administrator.

If for extraordinary circumstances, an employee is unable to use sufficient accrued annual leave to reduce his/her annual leave balance to below the maximum level by the last pay period in December of any calendar year, the County Administrator may allow the

employee to take the excess annual leave by March 31 of the following calendar year. In such cases, excess leave not used by March 31 shall be forfeited.

Section 7: Payment of Unused Annual Leave Upon Separation

When an employee is separated in good standing from service with the County, he/she shall be paid for all accrued and unused annual leave on a one hour pay for each hour accrued leave basis.

Section 8: Compassionate Annual Leave

Employees covered by this Agreement may participate in the County's Compassionate Annual Leave Donation Program and are subject to the same guidelines and eligibility requirements as non-represented employees.

ARTICLE 17

SICK LEAVE

Section 1

Employees, including probationary employees, will earn credit of eight (8) hours of sick leave for each month of service. Such credit will be accumulated from the date of employment and shall be unlimited. An employee who does not use sick leave for a period of thirteen (13) pay periods will have one (1) bonus day added to his/her annual leave.

In order to qualify for sick leave, employees must notify their job site of their illness as soon as practicable, but not later than one (1) hour after the start of their scheduled shift, except in cases of emergency such notification shall not exceed two (2) hours after the shift starts.

Section 2

Employees who have successfully completed an initial probationary period and who are otherwise 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. Immediate family shall be defined as the employee's spouse, registered domestic partner, father, mother, son, daughter, stepson/daughter if domiciled in the employee's household, and persons determined "in loco parentis" (in the place of the parent) by the Human Resources Director.

Section 3

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.

Section 4

Employees covered by this Agreement may participate in the County's Sick Leave Donation Program subject to the same guidelines and eligibility requirements as non-represented employees.

Section 5

Accrued sick leave credits can be used during the probationary period. A permanent employee who is absent from work and disabled because of a job related injury or a job related illness will continue to accrue sick leave hours during such period of paid leave of absence.

Section 6

All employees hired or transferred into a bargaining unit position prior to January 1, 2005, and who have continuously served in said position, will be paid thirty percent (30%) of the value of the sick leave accumulated to his/her credit at the time of separation, provided the employee leaves employment in good standing. If an employee retires under the provisions of the Florida Retirement System he/she will be paid one hundred percent (100%) of the value of the sick leave accumulated to his/her credit at time of separation. Upon death of employee one hundred percent (100%) of the value of accumulated sick leave will be paid to the employee's beneficiary as named on the employee's group insurance policy. The maximum pay out for employees hired or transferred into the bargaining unit prior to January 1, 2005, shall be one hundred forty (140) days of sick leave credit.

All employees hired or transferred into a bargaining unit position on or after January

1, 2005, shall be paid twenty-five percent (25%) of the value of their sick leave accumulated to his/her credit at the time of separation, provided the employee leaves employment in good standing. If an employee retires under the provisions of the Florida Retirement System he/she will be paid fifty percent (50%) of the value of the sick leave accumulated to his/her credit at time of separation. Upon death of employee, fifty percent (50%) of the value of accumulated sick leave will be paid to the employee's beneficiary as named on the employee's group insurance policy. The maximum pay out for employees hired or transferred into the bargaining unit after January 1, 2005, shall be nine hundred sixty (960) hours of sick leave credit.

Section 7

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

ARTICLE 18

LEAVE OF ABSENCE WITHOUT PAY

Section 1

Leaves of absence without pay may be granted only when the employee has exhausted all applicable paid leave at the sole discretion of the Port Director or his/her designee. Leave of absence without pay shall be granted only when it will not adversely affect the interests of, or the efficient operations of the County and the Department of Port Everglades. The term of the leave of absence shall be in writing and the leave will not be for more than three (3) months. However, a leave may be approved by the Director of Human Resources in accordance with the Family and Medical Leave Act 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

No seniority, as stipulated in Article 23, will be earned by an employee during the time that the employee is on leave without pay. When the employee returns from leave without pay, the employee shall be credited with all seniority earned prior to their leave of absence. If an employee fails to return to work within the term of leave, the employee's continuous service shall be broken and employment shall be terminated.

Section 3

At the end of the leave of absence, an employee will be entitled to employment at a rate of pay not less than that which he/she received immediately prior to his/her leave of absence. The employee, upon return, shall return to his/her old job or the equivalent.

An employee granted leave of absence without pay and who wishes to return before the leave period has expired, shall be required to give his/her division head at least two (2) weeks' notice. Upon receipt of such written notice, the employee must be permitted to return to work.

Section 4

During the leave of absence without pay, the employee will not be entitled to accumulate any sick leave or annual leave (vacation). In addition, the employee will not be eligible for any holiday pay during such leave.

Section 5

No leave of absence, with or without pay, will be granted to permit an employee to work at another job or conduct a business.

Section 6

An employee who is granted an unpaid leave of absence may maintain the insurance coverage on himself/herself and his/her dependents in effect and in accordance with the Broward County Benefit Program.

ARTICLE 19

PROBATION

Section 1

When an employee is hired by the County, said employee shall be on probationary status for the first one hundred eighty (180) calendar days of employment. After completion of said period the employee shall attain a permanent employee status.

During an employee's probationary status, the County may terminate said employee for any reason. Said action shall not be subject to appeal by the employee and/or the Union.

Section 2

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. Probationary employees shall be covered by the provisions of this Agreement except that no grievance may be filed on their behalf relating to discipline or discharge from employment.

ARTICLE 20

RULES AND REGULATIONS

The Federation recognizes the right of the County to establish reasonable rules and regulations, including rules and regulations regarding drug and alcohol abuse, for the safe and efficient conduct of County business and reasonable penalties for violation of such rules provided said rules and regulations do not conflict with any provisions of the Collective Bargaining Agreement or any terms and conditions of employment. Established rules, regulations and penalties shall be posted within the department/division. Changes in present rules shall not become effective until they have been posted for seven (7) calendar days at the time of posting and a copy has been directed to the Federation by mail.

ARTICLE 21

TERMINATION

An employee who is terminated for any reason shall receive all pay due for work performed to the effective date and hour of termination. Said employee shall also be paid for any unused vacation and accrued vacation earned, if applicable.

The County agrees that simultaneous with the termination of any employee, a copy of the written notice of termination shall be directed by mail to the Federation.

When in its sole judgment, the County decides to issue an invitation for contractors to bid to provide a function presently performed by bargaining unit employees, and that action could displace bargaining unit employees, management shall notify the Union at least thirty (30) days prior to the date that the invitation to bid is issued. The Union shall be provided with all pertinent material provided to outside contractors. The Union shall have the right to meet with management to discuss the proposed action, and the Union shall have the right to submit alternate proposals for management review. Through the meetings, the parties shall attempt to limit the adverse impact that any possible contracting of services might cause. The meetings shall not preclude the County from proceeding with the process of issuing invitations to bid or awarding of bids, nor shall the meetings cause delay in the issuance of invitations to bid, or the awarding of bids.

In the event that an employee no longer is employed by the County or any other government entity due to abolishment of the Department of Port Everglades, a division or, and/or job classification and/or an employee who is laid off in excess of twelve (12) months and is no longer subject to being recalled by the County, said employee, in addition to any other benefits to which that employee may be entitled under the Collective Bargaining

Agreement and Rules and Regulations of the County, shall receive termination pay according to the following schedule.

- (a) 1 to 2 years' service - 2 weeks
- 3 to 5 years' service - 4 weeks
- 6 to 10 years' service - 6 weeks
- In excess of 10 years' service - 10 weeks

Employees with service in excess of ten years who are entitled to benefits under this Article shall receive one (1) additional week of salary for each five (5) years of completed service.

- (b) One (1) week's pay shall be calculated by multiplying the employee's regular rate of pay at the time of termination by forty (40) hours.
- (c) Payment will be made in a lump sum.
- (d) Payment will not duplicate any similar benefit provided by any municipality or any Federal, State, or other governmental agency except that such payment will not bar payment of unemployment compensation.
- (e) Payment will not be made to anyone who retires under the Florida Retirement System.

ARTICLE 22

LAYOFF AND RECALL

Prior to any proposed reduction in work force, furlough, layoff, abolishment of the Department of Port Everglades, division or job classification the County shall, as soon as practicable, notify the Union and the parties shall meet in order to explore alternatives.

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 (1) year period, have the right to fill any subsequent vacancy in the work force provided he/she has the ability to perform the duties of that position. The County shall notify, by certified mail, any affected employee of any vacancy.

ARTICLE 23

SENIORITY

Seniority shall be defined as continuous length of service with the Department. However, nothing herein shall affect an employee's original date of hire in the event that the employee leaves employment with the Department and returns to employment within a period of six (6) months.

ARTICLE 24

UNIFORMS AND EQUIPMENT

Section 1

The County shall provide uniforms for those employees whose job assignments require them to be in uniform. The employees shall wear the uniform when on duty and shall maintain a suitable appearance at all times.

Section 2

The County agrees to provide all tools and equipment that are necessary for an employee to fulfill all his/her work assignments. Employees are responsible for tools and equipment provided to them by the County. Tools and equipment shall be returned to the County prior to leaving employment.

Section 3

The County shall compensate all employees who are provided uniforms a clothing allowance in the amount of \$300.00 per year commencing 1/1/90.

ARTICLE 25

UNION DEDUCTIONS

Union deductions shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. There shall be no charge made by the County for these deductions. The exact amount of monies to be deducted for each employee shall be provided by the Federation to the County. Any changes in the amounts to be deducted shall be given to the County thirty (30) days in advance. These monies, along with a list of each employee's name and monthly base wage, shall be transmitted to the Federation within thirty (30) days after the monthly deductions.

The Federation shall indemnify the Authority and hold the County harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by the County to comply or attempt to comply with the provisions of this Article.

ARTICLE 26

USE OF PAYROLL UNIT FOR DISTRIBUTION OF UNION MATERIAL

Section 1

The County agrees to permit the Federation to use the Finance Division of Port Everglades for distribution of written material, provided that such material will only be disseminated on the normal payday. All written material of the Federation that is to be distributed must be submitted to the Port Director or his/her designee for approval prior to being distributed. The Federation shall notify and provide the written material to be distributed to the Port Director no later than 11:00 a.m., two (2) days preceding the normal payday for prior approval for distribution. There shall be no other general distribution by employees of pamphlets, advertising or political matter, notices, or any kind of literature other than as herein provided. Written material for distribution will be permitted only for the purpose of distributing only the following notices and announcements:

- A. Notice of Federation meetings and minutes of meetings;
- B. Notices of Federation elections;
- C. Notices of Federation appointments to office;
- D. Notices of Federation recreational, social affairs, benefits, and other Federation activities.

Approval of the above–enumerated notices shall be granted by Port Director, or his/her designee unless the material violates the provisions of this Agreement or is harmful to employee labor relations.

Any document that is submitted for distribution without prior approval as required in this Article shall not be distributed and repeated submission of non-approved documents may result in the privilege of distribution being withdrawn.

Section 2

It is understood by both parties that the County shall incur no liability with respect to any action that may or may not be taken by any individual, group or corporation as a result of the distribution of such material.

ARTICLE 27

CIVIL LEAVE

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 shall, upon submission of proper proof, be paid straight time compensation for such time as they are actually detained from their regular shift. 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 their scheduled work day will be required to contact their supervisor for instructions regarding their return to work.

ARTICLE 28

MILITARY LEAVE

The County recognizes the right and duty of its employees to serve in units of the U.S. Armed Forces, reserves, and the Florida National Guard. As such, military leave will be granted in accordance with applicable Federal and/or State Statutes.

ARTICLE 29

BEREAVEMENT LEAVE

Section 1

Any employee who suffers the death of an immediate family member shall be granted bereavement leave to attend the funeral in the following manner:

- (a) If the death occurs within the State of Florida - three (3) compensated working days.
- (b) If the death occurs outside the State of Florida - five (5) compensated working days.

The bereavement leave shall be with full pay and shall not be deducted from the employee's accrued leave. If additional time is needed, the employee may use annual leave.

Section 2

For purposes of this section an immediate family member shall be mother; father; sister; brother; grandmother; grandfather; spouse; son; daughter; grandchildren; mother-in-law; father-in-law; daughter-in-law; son-in-law; brother-in-law; sister-in-law; any other relative residing in the employee's household, and registered domestic partner.

Section 3

Proof of death must be furnished by the employee if considered necessary in the opinion of the employee's division director.

Section 4

The parties agree that in the event a death occurs pursuant to the standards set forth in Section 1, above, for a family member outside the state of Florida, an employee, upon request, shall be granted an additional two (2) days' leave which shall be deducted

from the employee's earned sick leave. The use of said sick leave for this purpose shall not affect the Bonus Day computation provided for in Article 17, Section 1.

ARTICLE 30

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 the employee's 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 representative 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 their duties because the employee 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 TLD (Thin Layer Chromatography) and EMOT (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/or acknowledges a substance abuse problem, 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 their 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. Should the employee be shown to have a history of substance influence or use, during his/her employment with the County, the County will be under no obligation to offer a second chance to enter a County-approved chemical dependency program. However, nothing herein shall be construed to prevent the County from offering a second chance to enter a County-approved chemical dependency program, should the County deem it warranted. This does not preclude the County from taking any disciplinary action for any infraction other than the chemical dependency for which the employee is seeking assistance.
- B.** Upon successful completion of rehabilitation (as determined by the County physician) the employee shall be returned to their 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. Retired records shall not be used against the employee for the purposes of progressive discipline, but may be used to show that the employee has a history of substance influence or use during his/her employment with the County.

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 31

EDUCATIONAL REIMBURSEMENTS/LEAVE

Section 1

Employees covered by this Agreement may participate in the County's Employee Educational Benefits Program as established by Section 26-3 of the Broward County Code of Ordinances. The eligibility requirements and the amount, type and condition precedent to obtaining reimbursement, will be established by the County.

Section 2

To improve the quality of personal service rendered to the public and to aid employees in equipping themselves for advancement, any permanent full-time employee may request Educational Leave for the purpose of taking occupationally related courses or training. The following procedures shall apply:

- A.** The immediate supervisor shall determine the feasibility of excusing the employee from work by examining the work schedule and arranging for adequate coverage and/or redistribution of work assignments during the employee's absence.
- B.** The Division Director or designated Section Head shall then determine whether the courses or training are occupationally related and whether leave shall be granted with full pay subject to review by the Human Resources Director, if denied.
- C.** Request for educational leave must have final approval in advance by the Human Resources Director and shall not exceed a total of twenty (20) working days or one hundred sixty (160) work hours in any one (1) calendar year per employee, except as may be approved by the County Administrator.

- D.** An employee will be advised as whether his/her request is approved or denied within thirty (30) calendar days of the date on which the employee's written request is received by the Human Resources Division. Such requests shall not be unreasonably denied.

ARTICLE 32

PERSONAL PROPERTY DAMAGE

Section 1

Employees whose personal property is damaged under certain conditions while working are to be reimbursed for the cost of repairing the damages or for replacement if repairs cannot be made.

Section 2

The County will reimburse the employee if:

- A.** The damage occurred while in the performance of County business on County property or elsewhere if under the direction of the employee's supervisor.
- B.** The damage occurred during the employee's working hours.
- C.** The damage was caused by an object, piece of equipment, material or another employee where all persons involved were legitimately carrying out the duties of their jobs.
- D.** The employee was wearing protective equipment where prescribed for a given job.

Section 3

The County will not reimburse the employee if:

- A.** During lunch, break and refreshment period.
- B.** While breaking normal rules of conduct expected in a business environment or violating safety rules.

Section 4

The claim must be presented on a prescribed form to the Director of Administration at Port Everglades. The form must be approved by the employee's supervisor and

department head and submitted within two (2) working days after damage occurs. A witness to the accident should be included whenever possible.

Section 5

The County reserves the right to require documented proof of loss, including proof of ownership, and to conduct investigations of any claim made against the County under the terms and conditions of this Article.

Fraudulent claims made by an employee(s) shall constitute just cause for disciplinary action up to and including termination of employment.

ARTICLE 33

POLITICAL ACTIVITY

There shall be no restrictions placed on employees with regard to political activity. Employees may hold membership in or support any political party, run for political office, vote as they choose, express their opinions and wishes on political issues and candidates, maintain partisan neutrality and attend political functions as long as these activities do not take place during the employees working hours.

ARTICLE 34

STRIKES, SLOWDOWNS

The Federation agrees that there shall be no strikes or slowdowns of any kind whatsoever by employees of this bargaining unit.

The County agrees that there shall be no lockout of the employees for any reason.

ARTICLE 35

VOTING TIME

Employees who provide proof they are registered voters will be granted reasonable time up to one hour (1) voting time on election day for any County, State or Federal election.

ARTICLE 36

SUCCESSOR CLAUSE

The terms of this Agreement shall be binding on any and all successors without modification or alteration in any respect in the event of annexation, change of management, consolidation, merger or sale.

ARTICLE 37

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. In the event of the foregoing, the parties agree to renegotiate a replacement provision.

Any benefit which accrued to any employee prior to the effective date of this Agreement, which has been approved by the Port Director and which is not specifically mentioned in this Agreement shall continue.

ARTICLE 38

TOTALITY OF AGREEMENT

The County and the Federation recognize and agree that the provisions contained herein represent the totality of the agreement between the parties. It is understood and agreed, however, that the parties may by voluntary mutual consent, modify or add to this Agreement at any time during its term.

ARTICLE 39

GROUP INSURANCE

All employees covered by this Agreement shall receive the same group insurance benefits as provided to other County employees in accordance with the County Benefit Program.

ARTICLE 40

LONG TERM DISABILITY PLAN

The County shall continue to provide a long-term disability plan for employees covered by this Agreement.

Pending availability and cost, the plan or a successor plan shall be continued throughout the duration of this collective bargaining Agreement. Prior to any discontinuation of the plan, the parties shall meet to discuss the impact upon bargaining unit employees.

ARTICLE 41

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 42

TERM OF AGREEMENT

The provisions of this Agreement are for the Fiscal Years 2017/2018, 2018/2019 and 2019/2020 and shall be effective upon ratification of the Union membership and approval of the Board of County Commissioners for Broward County, Florida except as otherwise provided in the Agreement, and shall continue in force thereafter, through September 30, 2020. It shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, at least sixty (60) days prior to the anniversary date that it desires to terminate or modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

ARTICLE 43

LETTERS OF UNDERSTANDING

The attached letter(s) of understanding described below are part of the Agreement and will continue in effect throughout the term of this Agreement.

- 1) January 7, 2011 – RE: Furloughs for FY 10/11
- 2) January 7, 2011 – RE: Cost Savings to Offset Unpaid Furloughs
- 3) April 9, 2013 – RE: Health Insurance Premiums for Calendar Year 2013
- 4) April 9, 2013 – RE: Union participation for *EasyPay* (Time and Attendance, PayCard Program and Enterprise Resource Project)
- 5) September 11, 2015 – RE: Compensation Study Implementation

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.

FEDERATION OF PUBLIC EMPLOYEES,
A DIVISION THE NATIONAL
FEDERATION OF PUBLIC AND PRIVATE
EMPLOYEES (AFL-CIO)

BROWARD COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By _____
DIVISION PRESIDENT

By _____
MAYOR

By _____
BUSINESS REPRESENTATIVE

By _____
COUNTY ADMINISTRATOR

By _____
WITNESS

By _____
HUMAN RESOURCES DIRECTOR

By _____
WITNESS

By _____
LABOR RELATIONS MANAGER