

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA

AND

FLORIDA PUBLIC EMPLOYEES COUNCIL 79  
THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES, AFL-CIO, LOCAL 2200  
(PORT EVERGLADES MAINTENANCE UNIT)

Effective October 1, 2014 through September 30, 2017

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**PREAMBLE**

It is the intention of the Agreement to provide for salaries, fringe benefits and other terms and conditions of employment of employees covered by this Agreement except as otherwise provided by Federal and State Constitution, State Statute, or County Charter. It is further the intention of this Agreement to prevent interruption of work and interference with the efficient operation of the County and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of grievances and the promotion of harmonious relations between the County and the Union.

## **ARTICLE 1**

### **RECOGNITION**

This AGREEMENT, made and entered into this \_\_\_\_\_day of \_\_\_\_\_2014, by and between THE BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA (hereinafter referred to as the "County"), and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION, A.F.L.-C.I.O. LOCAL 2200, (hereinafter referred to as the "Union"). Said AGREEMENT to be effective on the above date, provided that it has been ratified by the Union and the Board of County Commissioners of Broward County, Florida.

All new or amended provisions contained in this Agreement shall be effective upon ratification unless a different effective date is specifically provided for in the affected article.

#### **Section 1: Representation:**

Pursuant to and in accordance with all applicable provisions of Chapter 447, Part II Florida Statutes, the County recognizes the Union as the exclusive bargaining representative for all employees included in the bargaining unit of AFSCME Local 2200, for the purpose of collective bargaining concerning wages, hours of work and other terms and conditions of employment.

#### **Section 2: Bargaining Unit:**

The bargaining unit of this local union has been determined by the Public Employees Relations Commission to be appropriate for the purposes of collective bargaining. Certificate No. 1796 was issued to Local 2200 on May 14, 2012. The

bargaining unit may be amended pursuant to Chapter 447 of the Florida Statutes. The bargaining unit of this local union includes all classifications listed below:

Included:

All regular full and part-time non-exempt employees employed by the Broward County Department of Port Everglades in the following classifications:

Carpenter  
Custodian  
Electrician  
Equipment Operator  
Fender Construction Worker  
Groundskeeper  
Maintenance Mechanic  
Painter  
Plumber  
Refrigeration Mechanic  
Storekeeper  
Vehicle Mechanic  
Welder

Excluded:

All other Broward County Department of Port Everglades employees except those employees employed in any job classification mutually agreed to by the parties. Whenever the County establishes a new job classification which it believes is appropriately included within this bargaining unit, the County will advise the Union of the official class title and pay range. If the Union disagrees with the inclusion of the classification in the bargaining unit, that classification will not be included in the unit and either party may refer this issue to the Public Employees Relations Commission.

**Section 3: Non-Discrimination:**

It is agreed that there shall be no discrimination against any employee covered by this Agreement because of race, color, sex, creed, national origin, marital status, age, disability, sexual orientation, gender identity or expression, pregnancy, political affiliation or belief, religious belief, membership in the union, or engaging in any lawful union activities, or lack of union membership or activity.

Covered employees shall have the right to join the Union to engage in lawful concerted activities for the purpose of collective bargaining, free of any restraint coercion, intimidation or reprisal against any employee because of that employee's membership or lack of membership in the Union or by virtue of any employee-member holding office in the Union. This provision shall be applied to all employees employed by the County and covered by this Agreement.

## **ARTICLE 2**

### **DEFINITIONS**

Terms in this Agreement shall be defined as follows:

A. "Union" shall hereinafter mean American Federation of State, County and Municipal Employees (AFSCME) Florida Council 79, AFL-CIO, Local 2200 as evidenced by Order Number 12E-115, Public Employees Relations Commission, May 14, 2012.

B. "Agreement" shall mean the document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.

C. "Bargaining Unit" is a group of employees determined by the County of Broward, Florida and AFSCME and approved by the Florida Public Employees Relations Commission to be appropriate for the purpose of collective bargaining.

D. "Collective Bargaining" is 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" is the Public Employees Relations Commission, a regulatory state agency created under Chapter 447, Florida Statutes.

F. "PERA" is the Public Employees Relations Act, Chapter 447, Florida Statutes, governing collective bargaining with public employees.

G. "Immediate Supervisor" is the 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.

H. "Employee" is a person in the bargaining unit as described in Paragraph C above.

I. "Termination" is the act of separation from employment through retirement, discharge for just cause, discharge during the probationary period, voluntary or involuntary resignation, or death.

J. "Probationary Employee" is 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.

K. "Permanent Employee" is 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 15 of this Agreement.

L. "Regular Part-Time Employee" is 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.

M. "Temporary or Temporary Part-Time Employees" are employees who have a predetermined termination date not to exceed seven months. Temporary



employees shall not be covered by any of the provisions of this Agreement.

N. "The Parties" are the County of Broward, Florida, and AFSCME Local 2200.

O. "Transfer" is the 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 3****MANAGEMENT RIGHTS**

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

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

The County has the right to formulate, change, or modify reasonable rules, regulations, and procedures related to operations, except that no rule, regulation, or procedure shall be formulated, changed, or modified in a manner contrary to the provisions of this Agreement.

**ARTICLE 4**  
**DUES DEDUCTION**

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

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

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

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

D. It shall be the responsibility of the Union to notify the County in writing of any uniform assessments or changes in the dues structure at least thirty (30) days before said assessment or change is to take place.

E. Any Union member may request, upon thirty (30) days written notice to the County and the Union, that the County cease deducting Union membership dues and/or uniform assessments from his or her wages.

F. The amounts deducted pursuant to such authorization shall be payable to AFSCME Florida Council 79, AFL-CIO transmitted once each month to AFSCME Florida Council 79, AFL-CIO, 3064 Highland Oaks Terrace, Tallahassee, FL 32301, along with a list of names of employees from whom the deductions are made.

## ARTICLE 5

### GRIEVANCE PROCEDURE

A. In a mutual effort to provide harmonious working relationships between the parties to this Agreement, it is agreed to and understood by both parties that the following shall be the sole procedure for the resolution of grievances arising between the parties as to the interpretation of and application of the provisions of this Agreement.

B. A "grievance" shall be defined as any dispute arising concerning the application or interpretation of this Agreement. A class grievance (general grievance) shall be defined as any dispute which concerns two or more employees within the bargaining unit. Class grievances shall be filed at Step 2 of the grievance process below within seven (7) calendar days of the occurrence or knowledge giving rise to the alleged grievance.

C. In the event that an employee believes there is a basis for a grievance, the aggrieved employee shall first discuss the alleged grievance with the immediate supervisor within seven (7) calendar days of the occurrence or knowledge giving rise to the alleged grievance.

D. Grievances shall be processed in accordance with the following procedure:  
STEP 1: If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the aggrieved employee and/or the Union may file a formal grievance signed by the aggrieved employee and/or a representative of the Union containing all known facts supporting the alleged grievance and specifying which part of this Agreement is alleged

to be violated with his/her Division Director within seven (7) calendar days after the immediate supervisor's response is received or is due. The Division Director shall respond in writing to the employee with a copy to the Union within seven (7) calendar days.

STEP 2: If the grievance has not been satisfactorily resolved in Step 1, the aggrieved employee and/or the Union may appeal the grievance by submitting a copy of the grievance to the Department Director within seven (7) calendar days after the Division Director's response is received or is due. The Department Director shall respond in writing to the employee with a copy to the Union within seven (7) calendar days.

STEP 3: If the grievance has not been satisfactorily resolved in Step 2, the aggrieved employee and/or the Union may appeal the grievance by submitting a copy of the grievance on the grievance form to the County Administrator or designee within seven (7) calendar days after the Department Director's response is received or is due. The County Administrator or designee shall respond in writing to the employee with a copy to the Union within fourteen (14) calendar days.

E. At any step in the grievance procedure, the individual charged with responding to the grievance may elect to conduct a meeting to gather more information prior to responding to the grievance. Employees may have a representative present, if requested by the employee, at any step of the Grievance Procedure. A Union representative may be present at a meeting scheduled with a grievant to resolve a grievance.

F. The time limits provided in this Article shall be strictly observed, unless extended by written agreement of the parties. Failure by the employee or the Union to observe the time limits for submission of a grievance at any step will automatically result in the grievance being considered abandoned. Failure by the County to respond to a grievance within the prescribed time limits will allow the aggrieved employee to advance the grievance to the next step.

G. All responses required in Steps 1, 2, and 3 above shall be directed to the aggrieved employee with a copy furnished to the Union. In class grievances, the response will be directed to the Union.

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

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

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

K. Chapter 14 of the Administrative Code grievance procedure shall not be available to unit members for processing grievances arising under this Agreement. Further, grievances may be filed concerning subjects which apply to and only to the extent they apply to members of the bargaining unit.

L. A grieving employee may not partially accept and partially reject a disposition of his/her grievance. The employee must either accept or reject the



disposition of his/her grievance, in its entirety. Thus, for example, if an employee grieves a termination, and is ordered reinstated without back pay at one of the steps of the grievance procedure, s/he may not accept the reinstatement and continue to grieve the loss of back pay; his/her only choices would be to accept the disposition of his/her grievance or remain discharged and pursue the grievance further.

M. Employees serving an initial, new hire probationary period shall have no right to utilize this grievance/arbitration procedure for any matter concerning discharge or other discipline. Employees who have completed an initial probationary period and are serving a promotional probationary period shall have no right to utilize this grievance/arbitration procedure for any matter concerning the rejection of their promotional probationary period.

N. Separations due to reduction in force, 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.

**ARTICLE 6****ARBITRATION**

A. If the decision of the County Administrator or designee has not satisfactorily resolved the grievance, the grievance may be submitted to arbitration by the Union for the grievant or by a non-member when the Union declines to process the grievance on the basis of non-membership alone, by filing a Request for Arbitration Panel with the Federal Mediation and Conciliation Services within fifteen (15) working days after the rendering of the decision, or the expiration of the time limit for rendering the decision by the County Administrator or designee, whichever occurs first with a copy furnished simultaneously to the County. The arbitrator shall be selected from a list of seven (7) provided by the Federal Mediation and Conciliation Service (FMCS) by the method of alternate striking, unless the parties otherwise mutually agree to an arbitrator. Once the list is received from FMCS, the parties, shall mutually select an arbitrator within fifteen (15) working days, unless the parties mutually agree in writing to extend the time frame to select the arbitrator. Failure by the employee or the Union to observe the time limits for selection of the arbitrator, will automatically result in the grievance and arbitration being considered abandoned. The FMCS rules shall govern the arbitration proceedings.

B. The losing party in the arbitration shall bear the expenses of the arbitrator. Each party shall bear the expense of its own witnesses, representatives, attorneys and all other individual expenses, including court reporting. Grievant(s) testifying during working hours will be made available for the period of their testimony without loss of pay. Employees called as witnesses to testify on behalf of the grievant during the

arbitration shall do so on their own time and are not paid, and may request leave or leave without pay with appropriate supervisory approvals.

C. The Arbitrator shall render his decision no later than thirty (30) days after the conclusion of the final hearing unless otherwise agreed by the parties. Such decision shall be final and binding when in accordance with the jurisdictional authority under this Agreement. Copies of the award shall be furnished to both parties.

D. The arbitrator shall be prohibited from modifying, changing, adding to or subtracting from the terms of this Agreement or any supplementary written approved amendment entered into mutually by the parties.

## ARTICLE 7

### LABOR MANAGEMENT COMMITTEE

A. There shall be a Labor Management Committee established to promote communications and cooperation between the Union and the County, to explore avenues to improve quality and efficiency and to seek objectives of mutual concern. Said Committee shall consist of members designated by the Union and of members designated by the County. Time off without loss of pay, as necessary, shall be granted to employees designated as Committee members for attendance at scheduled Labor Management Committee Meetings. Meetings under this Article shall be scheduled by mutual agreement of the County and the Union during normal working hours (Monday through Friday, 8:30 a.m. - 5:00 p.m.), unless otherwise agreed by the Committee. Employees shall not be compensated for off-duty attendance.

B. The composition of the Labor Management Committee shall consist of up to three (3) employee members designated by the Union and three (3) members designated by the County including a representative of the Human Resources Division. The Union shall notify the County of the three (3) designated members for attendance of the Labor Management Committee. Additional Committee Members, Resource people and subject matter experts may attend Committee meetings upon the mutual agreement of the Union and the County.

C. The Labor Management Committee is not an employee organization under Chapter 447, Florida Statutes. The Committee shall not serve in a representative capacity or as an extension of the collective bargaining process. However, the

Committee is free to discuss any subject except any pending disciplinary actions, grievances or subjects of collective bargaining.

D. The Committee may make recommendations, however, it shall have no independent authority to implement or amend policies, rules, procedures or practices. Before any recommendations can be made by the Committee, the Committee must reach a consensus and reduce the recommendation to writing. Written Committee recommendations shall be submitted to the Director of Human Resources who will be responsible for reviewing the recommendations with the appropriate County authority.

**ARTICLE 8****BULLETIN BOARDS**

The County shall provide the Union with reasonable space and access to existing Port Everglades Department bulletin boards in those Divisions where members of the Union are employed including but not limited to the Public Works area, Administration Building, and Crane Shop area. Space designated for the Union shall not be used for County notices or bulletins. All notices or bulletins of the Union 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 Union, may be used by the Union, under terms of this Article, only for the purpose of posting the following notices and announcements:

- A. Notice of Union meetings and minutes of meetings;
- B. Notices of Union elections;
- C. Notices of Union appointments to office;
- D. Notices of Union recreational, social affairs, benefits, and other Union 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****UNION REPRESENTATIVES**

A. The County agrees to recognize two (2) bargaining unit representatives and one (1) alternate from the Port Everglades Department.

B. The names of employees selected shall be certified, in writing, to the County Human Resources Division and the Port Everglades Department Director by the Union.

C. It is agreed to and understood by the parties to this Agreement that Union Representatives may, without loss of pay, and with prior approval of their supervisor, attend pre-disciplinary meetings; process grievances; take part in labor - management committee meetings; and participate in collective bargaining negotiations. The supervisor's approval shall not be unreasonably withheld.

D. It is agreed to and understood by the Union that Union Representatives shall process grievances and conduct their other duties in such a manner as to not disrupt normal County activities, work production and services.

E. Conducting Union business or distributing union literature shall not be done in work areas during work time. However, Union business may be conducted or literature may be distributed and/or posted on the bulletin board space provided herein during lunch periods.

F. Union Representatives, i.e., Non-employee Union Business Representatives, shall be certified, in writing, to the County Human Resources Division by the Union. Non-Employee Union Business Representatives shall, upon arrival at a County Division or premises, report to the Division Director or the supervisor in charge.



The Union agrees that activities by Union Representatives shall be carried out in such a manner as not to disrupt normal Departmental activities, work production and services.

G. During contract negotiations, not more than five (5) County employees will be released from duty, with appropriate notice, at no cost to the County, to participate in scheduled collective bargaining sessions.

**ARTICLE 10****PROMOTIONS AND VACANCIES**

A. It shall be the policy of Broward County to encourage promotion from within, whenever feasible, consistent with qualified staffing and affirmative action goals. It shall be objective of the County to encourage promotion from within, free of political considerations, nepotism or other forms of unlawful favoritism or discrimination. Promotional appointments shall not be grievable except in cases where the grieving party(s) can substantiate that one of the above considerations resulted in such appointment. If the grieving party(s) pursues the grievance to arbitration and fails to prevail, the full expenses of the arbitrator shall be borne by the grieving party(s).

B. Employees who are interested in being promoted or changing divisions may request to receive notification of future openings in the job classification(s) in which they are interested by using the Human Resources Division's online application/recruitment system. After an employee completes the electronic request, the online application/recruitment system will notify the employee when the classification is announced. The employee can then apply for the position.

C. There shall be a one hundred and eighty (180) calendar day probationary period served when an employee is promoted. 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 Human Resources Director. If an employee is removed during the probationary period following a promotion for failure to perform satisfactorily the duties of the higher position, he or she shall be returned to the position held prior to the promotion or to a similar position. In cases where this

occurs, the employee's rate of pay will revert to the pay rate the employee would have otherwise been entitled had the promotion not occurred. 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 his/her behalf relating to a management decision to return the employee to his/her former or substantially equivalent position during the promotional probationary period. During the probationary period the said employee will be paid the appropriate higher classification wage rate consistent with Article 12 (Wages and Compensation) and will continue to receive said wage after completing his/her probationary period.

**ARTICLE 11****DISCIPLINARY ACTION**

A. Non-probationary, permanent employees may be disciplined only for just cause.

B. Discipline under this Article means official written reprimand (BC-111), suspension without pay, demotion for cause, or dismissal for cause.

C. The County supports the utilization of progressive discipline principles when applicable, which uses both informal and formal methods. The County reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense.

D. Whenever the County believes that an employee has violated any rule, regulation, or policy, or is otherwise subject to disciplinary action, the County shall provide the employee notification of a pre-disciplinary meeting no more than thirty (30) calendar days after the date management became aware of the violation. The County's failure to comply with the thirty (30) calendar day period shall constitute a waiver of its right to take disciplinary action against the employee or employees. In cases of vehicle accidents or when the violation is related to a criminal or EEO investigation, the above stated thirty (30) day period will begin after Port Everglades is notified of the Accident Review Board's determination or the complete investigative report is received. The employee shall have the right to representation in discussions during pre-disciplinary inquiries. If necessary, the pre-disciplinary meeting will be delayed up to 24 hours in order for the employee to obtain a representative.

E. 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-four (24) months shall be void and without effect in that they will not be used to support further disciplinary action, except in the cases 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, if any, shall be specified within the last chance warning.

## **ARTICLE 12**

### **WAGES AND COMPENSATION**

#### **Section 1:**

A. The County and the Union recognize and agree that the wage and pay plan provided in Appendix A shall constitute the official pay plan governing all persons employed in classifications included in this bargaining unit. Effective within thirty (30) calendar days after approval by the Board of Broward County Commissioners, any current bargaining unit employee who is not on step will be adjusted upward to the nearest step within range. Step movements are not automatic and any step/increases advances shall not be made unless specifically negotiated by the parties.

B. For Fiscal Years 2012/2013 and Fiscal Year 2013/2014, effective within thirty (30) calendar days after approval by the Board of Broward County Commissioners, employees employed in a bargaining unit position at the time of Commission approval of this Agreement, and who on their most recent annual performance evaluation received a "Meets overall expectations" or greater, will receive a one (1) step increase within range. Those current bargaining unit employees recently hired and have yet to receive their annual performance review, shall also receive a one (1) step increase within range.

C. For Fiscal Year 2014/2015, effective the first full pay period in April 2015 (April 12, 2015), employees employed in a bargaining unit position as of April 11, 2015, and who on their most recent annual performance evaluation as of that date received a "Meets Overall Expectations" or greater, will receive a one (1) step increase within range.

D. For Fiscal Year 2015/2016, effective the first full pay period in October 2015 (October 11, 2015), employees employed in a bargaining unit position as of October 10,

2015, and who on their most recent annual performance evaluation as of that date received a “Meets Overall Expectations” or greater, will receive a one (1) step increase within range.

E. For Fiscal Year 2016/2017, effective October 1, 2016, the wage and pay plan provided in amended Appendix A shall constitute the official pay plan governing all persons employed in classifications included in this bargaining unit. Prior to implementing the step movement in the next paragraph, any current bargaining unit employee who is not on step in the new step plan will be adjusted upward to the nearest step within range. Step movements are not automatic and any step/increases advances shall not be made unless specifically negotiated by the parties.

For Fiscal Year 2016/2017, effective the first full pay period in October 2016 (October 9, 2016), employees employed in a bargaining unit position as of October 8, 2016, and the date of Commission approval of this Agreement, who on their most recent annual performance evaluation as of that date received a “Meets overall expectations” or greater, will receive a one (1) step increase within range.

F. For Fiscal Year 2016/2017, effective the first full pay period in October 2016 (October 9, 2016), employees at or above the top of their pay range and employed in a bargaining unit position as of October 8, 2016, and the date of Commission approval of this Agreement, who on their most recent annual performance evaluation as of that date received a “Meets overall expectations” or greater, will receive a one-time three percent (3%) wage increase to base.

G. When a bargaining unit employee is promoted to a position assigned to a higher grade, his/her wage rate shall be adjusted to the minimum pay step in the higher grade or 2 steps whichever is greater. If the employee's current pay step exceeds the

minimum pay step in the higher grade, the employee's wage rate shall be increased by two (2) steps provided it does not exceed the maximum of the new grade. The employee shall then be eligible for step increases as provided in this Article.

H. When a bargaining unit employee is demoted to a position assigned to with a lower grade, his/her pay step shall be decreased by three (3) pay steps provided that the decrease is not below the minimum of the new grade. If the adjustment would place the employee's pay step below the minimum step for the lower grade, the employee will assume the first step in the lower grade.

I. Newly hired employees or employees coming into the bargaining unit from another County position will be placed on the nearest applicable step as determined by the County.

## **Section 2:**

A. The County agrees to provide certification differential pay to eligible employees in the PE Auto Mechanic I job classification, who provide documentation of successful completion of an Automotive Service Excellence (ASE) Certification Test sponsored by the National Institute for Automotive Service Excellence or the National Association of Emergency Vehicle Technicians (NAEVT). Eligible employees will receive an annual two hundred (\$200) dollar pay differential for each qualifying current (ASE) certification or NAEVT certification to be reflected in their annual hourly rate pro-rated for the remainder of the fiscal year. Such increase will be effective upon receipt and confirmation of documentation of certification by the appropriate Division Director or designee.

B. Eligibility for certification differential pay shall be based upon the job relatedness of the specific certification to the individual employee's current job



assignments as determined by the Division Director. The number of ASE certifications for which an employee may receive certification differential pay will be limited to a total of nineteen (19) from the following ASE and NAEVT areas of competence:

1. Engine Performance
2. Heating and Air Conditioning
3. Electrical Systems
4. Brakes
5. Suspension and Steering
6. Manual Drive train and Axle
7. Automatic Transmission/Transaxle
8. Engine Repair
9. Gasoline Engines (Heavy Duty Trucks)
10. Diesel Engines (Heavy Duty Trucks)
11. Drive train (Heavy Duty Trucks)
12. Brakes (Heavy Duty Trucks)
13. Suspension and Steering (Heavy Duty Trucks)
14. Electrical Systems (Heavy Duty Trucks)
15. Painting and Refinishing
16. Heating and Air Conditioning (Heavy Duty Trucks)
17. Preventive Maintenance (Heavy Duty Trucks)
18. Nonstructural Analysis and Damage Repair
19. Structural Analysis and Repairs

C. Certification differential pay shall automatically cease if an employee fails to recertify or fails to provide documentation of recertification.

### **Section 3:**

A. The County agrees to pay employees in the below stated job classifications, who provide documentation of an advanced certificate specific to the employees job duties, a five percent (5%) pay differential for a certificate designated as a "Mechanical Journey Level/Certificate of Competency," issued by Broward County's Building Code Service Division. In no event will an employee receive more than a total of five percent (5%) pay differential. Any cost involved in acquiring any certificate by an employee shall not be paid by the County. The intent of this article is not to doubly compensate an

employee with a double certificate.

1. A/C Mechanic
2. Carpenter
3. Electrician
4. Plumber
5. Welder
6. Painter
7. Maintenance Mechanic

**Section 4:**

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 based on market review outside of the bargaining process. 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.

## APPENDIX A

CLASS CODE	CLASSIFICATION	FLSA CODE	SALARY GRADE	HOURLY MIN	HOURLY MAX	ANNUAL MIN	ANNUAL MAX
TA007	CARPENTER	N	PG110	\$17.4055	\$ 27.7793	\$36,203.47	\$57,780.94
TA014	CUSTODIAN	N	PG105	\$12.1243	\$19.3501	\$25,218.52	\$40,248.28
TA001	ELECTRICIAN	N	PG113	\$21.6231	\$34.5104	\$44,975.98	\$71,781.73
TA010	EQUIPMENT OPERATOR	N	PG109	\$16.1913	\$25.8416	\$33,677.91	\$53,750.55
TA008	FENDER CONSTRUCTION WORKER	N	PG110	\$17.4055	\$27.7793	\$36,203.47	\$57,780.94
TA013	GROUNDSKEEPER	N	PG106	\$13.0335	\$20.8015	\$27,109.60	\$43,267.21
TA003	MAINTENANCE MECHANIC	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
TA012	MAINTENANCE WORKER	N	PG107	\$14.0110	\$22.3614	\$29,142.82	\$46,511.71
TA009	PAINTER	N	PG109	\$16.1913	\$25.8416	\$33,677.91	\$53,750.55
TA004	PLUMBER	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
TA002	REFRIGERATION MECHANIC	N	PG112	\$20.1142	\$32.1028	\$41,837.57	\$66,773.87
TA011	STOREKEEPER	N	PG108	\$15.0618	\$24.0386	\$31,328.48	\$50,000.32
TA005	VEHICLE MECHANIC	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
TA006	WELDER	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18

Step Plan										
Job Title	Pay Grade	1	2	3	4	5	6	7	8	9
CUSTODIAN	PG105	\$12.1243	\$12.3668	\$12.6141	\$12.8664	\$13.1237	\$13.3862	\$13.6539	\$13.9270	\$14.2055
GROUNDSKEEPER	PG106	\$13.0335	\$13.2942	\$13.5601	\$13.8313	\$14.1079	\$14.3900	\$14.6778	\$14.9714	\$15.2708
MAINTENANCE WORKER	PG107	\$14.0110	\$14.2912	\$14.5770	\$14.8686	\$15.1660	\$15.4693	\$15.7787	\$16.0942	\$16.4161
STOREKEEPER	PG108	\$15.0618	\$15.3630	\$15.6703	\$15.9837	\$16.3034	\$16.6294	\$16.9620	\$17.3013	\$17.6473
EQUIPMENT OPERATOR	PG109	\$15.0618	\$15.3630	\$15.6703	\$15.9837	\$16.3034	\$16.6294	\$16.9620	\$17.3013	\$17.6473
PAINTER	PG109	\$16.1913	\$16.5151	\$16.8454	\$17.1823	\$17.5260	\$17.8765	\$18.2340	\$18.5987	\$18.9707
CARPENTER	PG110	\$17.4055	\$17.7536	\$18.1087	\$18.4709	\$18.8403	\$19.2171	\$19.6014	\$19.9934	\$20.3933
FENDER CONST WKR	PG110	\$17.4055	\$17.7536	\$18.1087	\$18.4709	\$18.8403	\$19.2171	\$19.6014	\$19.9934	\$20.3933
MAINT MECHANIC	PG111	\$18.7113	\$19.0855	\$19.4672	\$19.8566	\$20.2537	\$20.6588	\$21.0720	\$21.4934	\$21.9233
PLUMBER	PG111	\$18.7113	\$19.0855	\$19.4672	\$19.8566	\$20.2537	\$20.6588	\$21.0720	\$21.4934	\$21.9233
VEHICLE MECHANIC	PG111	\$18.7113	\$19.0855	\$19.4672	\$19.8566	\$20.2537	\$20.6588	\$21.0720	\$21.4934	\$21.9233
WELDER	PG111	\$18.7113	\$19.0855	\$19.4672	\$19.8566	\$20.2537	\$20.6588	\$21.0720	\$21.4934	\$21.9233
REFRIGERATION MECH	PG112	\$20.1142	\$20.5165	\$20.9268	\$21.3453	\$21.7723	\$22.2077	\$22.6519	\$23.1049	\$23.5670
ELECTRICIAN	PG113	\$21.6231	\$22.0556	\$22.4967	\$22.9466	\$23.4055	\$23.8736	\$24.3511	\$24.8381	\$25.3349

Job Title	Pay Grade	10	11	12	13	14	15	16	17	18
CUSTODIAN	PG105	\$14.4897	\$14.7795	\$15.0750	\$15.3765	\$15.6841	\$15.9978	\$16.3177	\$16.6441	\$16.9769
GROUNDSKEEPER	PG106	\$15.5762	\$15.8878	\$16.2055	\$16.5296	\$16.8602	\$17.1974	\$17.5414	\$17.8922	\$18.2500
MAINTENANCE WORKER	PG107	\$16.7444	\$17.0793	\$17.4209	\$17.7693	\$18.1247	\$18.4872	\$18.8570	\$19.2341	\$19.6188
STOREKEEPER	PG108	\$18.0002	\$18.3603	\$18.7275	\$19.1020	\$19.4840	\$19.8737	\$20.2712	\$20.6766	\$21.0902
EQUIPMENT OPERATOR	PG109	\$18.0002	\$18.3603	\$18.7275	\$19.1020	\$19.4840	\$19.8737	\$20.2712	\$20.6766	\$21.0902
PAINTER	PG109	\$19.3501	\$19.7371	\$20.1318	\$20.5345	\$20.9452	\$21.3641	\$21.7914	\$22.2272	\$22.6717
CARPENTER	PG110	\$20.8012	\$21.2172	\$21.6416	\$22.0744	\$22.5159	\$22.9662	\$23.4255	\$23.8940	\$24.3719
FENDER CONST WKR	PG110	\$20.8012	\$21.2172	\$21.6416	\$22.0744	\$22.5159	\$22.9662	\$23.4255	\$23.8940	\$24.3719
MAINT MECHANIC	PG111	\$22.3617	\$22.8090	\$23.2651	\$23.7305	\$24.2051	\$24.6892	\$25.1829	\$25.6866	\$26.2003
PLUMBER	PG111	\$22.3617	\$22.8090	\$23.2651	\$23.7305	\$24.2051	\$24.6892	\$25.1829	\$25.6866	\$26.2003
VEHICLE MECHANIC	PG111	\$22.3617	\$22.8090	\$23.2651	\$23.7305	\$24.2051	\$24.6892	\$25.1829	\$25.6866	\$26.2003
WELDER	PG111	\$22.3617	\$22.8090	\$23.2651	\$23.7305	\$24.2051	\$24.6892	\$25.1829	\$25.6866	\$26.2003
REFRIGERATION MECH	PG112	\$24.0383	\$24.5191	\$25.0095	\$25.5097	\$26.0199	\$26.5403	\$27.0711	\$27.6125	\$28.1647
ELECTRICIAN	PG113	\$25.8416	\$26.3584	\$26.8856	\$27.4233	\$27.9718	\$28.5312	\$29.1018	\$29.6839	\$30.2776

Job Title	Pay Grade	19	20	21	22	23	24	25
CUSTODIAN	PG105	\$17.3165	\$17.6628	\$18.0161	\$18.3764	\$18.7439	\$19.1188	\$19.3501
GROUNDSKEEPER	PG106	\$18.6150	\$18.9873	\$19.3671	\$19.7544	\$20.1495	\$20.5525	\$20.8015
MAINTENANCE WORKER	PG107	\$20.0112	\$20.4114	\$20.8196	\$21.2360	\$21.6607	\$22.0939	\$22.3614
STOREKEEPER	PG108	\$21.5120	\$21.9422	\$22.3810	\$22.8287	\$23.2852	\$23.7509	\$24.0386
EQUIPMENT OPERATOR	PG109	\$21.5120	\$21.9422	\$22.3810	\$22.8287	\$23.2852	\$23.7509	\$24.0386
PAINTER	PG109	\$23.1252	\$23.5877	\$24.0594	\$24.5406	\$25.0314	\$25.5320	\$25.8416
CARPENTER	PG110	\$24.8593	\$25.3565	\$25.8637	\$26.3809	\$26.9085	\$27.4467	\$27.7793
FENDER CONST WKR	PG110	\$24.8593	\$25.3565	\$25.8637	\$26.3809	\$26.9085	\$27.4467	\$27.7793
MAINT MECHANIC	PG111	\$26.7243	\$27.2588	\$27.8040	\$28.3601	\$28.9273	\$29.5058	\$29.8631
PLUMBER	PG111	\$26.7243	\$27.2588	\$27.8040	\$28.3601	\$28.9273	\$29.5058	\$29.8631
VEHICLE MECHANIC	PG111	\$26.7243	\$27.2588	\$27.8040	\$28.3601	\$28.9273	\$29.5058	\$29.8631
WELDER	PG111	\$26.7243	\$27.2588	\$27.8040	\$28.3601	\$28.9273	\$29.5058	\$29.8631
REFRIGERATION MECH	PG112	\$28.7280	\$29.3026	\$29.8886	\$30.4864	\$31.0961	\$31.7181	\$32.1028
ELECTRICIAN	PG113	\$30.8831	\$31.5008	\$32.1308	\$32.7734	\$33.4289	\$34.0975	\$34.5104

**ARTICLE 13****INSURANCE BENEFITS**

The County agrees to provide insurance programs for unit employees on the same terms and conditions available to other benefit eligible County employees including any required increase or decrease in employee premiums.

## **ARTICLE 14**

### **SAFETY**

#### **Section 1:**

A. Division Safety Committee: Divisions will have either a safety representative or safety committee, depending on the number of bargaining unit employees. The number of employees on the committee will be in proportion to the bargaining unit's representation of the division's work force. The purpose of the Committee will be to review, report, and make recommendations on safety deficiencies. They will meet on a regular basis and committee members will be paid their regular rate of pay. All committee actions will be documented and the County Safety Coordinator shall receive a copy of such documentation.

B. There shall be meetings attended by a Union Representative or designee, two employees selected by the Union, the Director of Human Resources or designee, the Risk Management Director or designee, and the County Safety Coordinator.

The purpose of these meetings is for the Union to discuss safety issues and make recommendations involving safety practices throughout the County including the consistent application of County safety rules and regulations. The purpose of such meetings shall not be to resolve grievances or negotiate contract language.

Meetings shall be held once quarterly at times and places mutually agreed by the participants.

#### **Section 2: Safety Shoes**

Employees in classifications/positions where it is warranted will receive one pair

of safety shoes per year. The County Safety Coordinator will be responsible for deciding 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 the following amounts:

- A. Shoes - standard and low-quarter - \$100.00
- B. Boots - \$100.00
- C. Electrical/Non-conductive - \$100.00
- D. Welders - \$100.00

The employee may purchase the shoes anywhere the employee wishes so long as they meet OSHA standards and the employee submits a receipt for proof and amount of purchase. This will obligate the employee to report to work each day in safety shoes.

### **Section 3: County Accident Review Board**

The purpose of this Board shall be to review accidents by employees in County vehicles to determine driver preventability. This Board will review the employee's and the supervisor's written account of the accident along with any witness statements, police reports and any other available relevant information prior to rendering a decision. One (1) bargaining member selected by the Union shall serve as an alternate on the County's Accident Review Board. In the event a vacancy becomes available on this board, the alternate shall be submitted to the Safety Coordinator for consideration to be assigned as a Board representative.

**ARTICLE 15****WORK WEEK**

A. The regularly scheduled work week for County employees shall not exceed forty (40) hours in a seven (7) days period beginning each Sunday at 12:01 a.m. through the following Saturday at midnight, exclusive of scheduled unpaid lunch breaks. The County agrees to notify the Union in writing of proposed change(s) in the number of work week hours for full time employees at least five (5) weeks prior to the proposed effective date of such change(s). The Union may request within twenty-one (21) working days of receipt of such notice, to meet and discuss with the County prior to the implementation of the change(s). The County Administrator, or his/her designee will review any proposed change(s) and the input of both the Union and the County regarding the proposed change(s). After such review, the County Administrator or his/her designee will approve or disapprove the proposed change(s).

B. Permanent shift assignments shall not be changed except after two (2) weeks' notice and where feasible four (4) weeks' notice to the affected employee(s) except in emergency situations in order to meet the operational needs of the County. Where operationally feasible, the County shall make every effort to schedule consecutive days off.

C. Each full-time employee regularly scheduled to work shifts of eight (8) hours per day shall be entitled to two (2) fifteen (15) minute breaks; full-time employees regularly scheduled to work shifts of ten (10) hours or more shall be entitled to two (2) paid twenty (20) minute breaks. There will be one break in the first half of the shift and one in the last half.



## **ARTICLE 16**

### **OVERTIME**

The provisions of this Article apply only to those employees of the Bargaining Unit in job classifications subject to the overtime provisions of the Fair Labor Standards Act.

A. All hours authorized and worked in excess of forty (40) hours in a seven (7) day work period shall be compensated at the rate of one and one-half 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 the time adjustment or other non-worked hours will be paid at straight time (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.

B. **Hours Counted as Hours Worked** - The following hours, *not actually worked*, shall count as hours worked for the sole purpose of computing eligibility for the overtime rate:

1. Hours off for workers' compensation;
2. Call back pay as defined in Section C of this Article, 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:
  - (a) Where an employee has utilized authorized sick leave during the scheduled workweek; or
  - (b) 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;

3. Holiday pay, as defined in Article 17, when the designated holiday is the employee's normally scheduled workday and the employee is given the day off in observance of the holiday;
4. Annual leave hours, as described in Article 18, only when such leave is prescheduled and approved prior to the employee's knowledge that overtime has been scheduled during the week the annual leave is requested/approved;
5. Bereavement Leave hours as defined in Article 24;
6. Jury Duty Leave hours paid;
7. Emergency Working Condition Hours as described in Section D of this Article.

C. **Call Back Pay:**

1. An employee who is called back to work on an unscheduled basis shall be paid for the actual time worked with a minimum guarantee of three (3) hours pay (at the overtime rate of pay, if applicable). Should an employee receive a further assignment(s) while on call-back, and in the course of completing such additional assignment(s) works beyond three (3) hours in total, they shall be paid for the actual time worked (at the overtime rate of pay, if applicable).

2. Any employee who is: (a) required to report to work within two (2) hours of his/her regularly scheduled starting time; or (b) required to continue after completion of his/her scheduled shift; shall be ineligible for the call-back pay minimum described

above, but eligible for compensation for the actual hours worked (at the overtime rate, if applicable).

D. **Emergency Working Conditions:**

Due to conditions beyond the control of the County, including but not limited to things such as hurricanes, windstorms and tornados, if the County Administrator declares an emergency and directs the closing of normal County operations, Bargaining Unit members shall be compensated as described below:

1. Any Bargaining Unit member regularly scheduled to work during the declared emergency who is ordered by the County not to report, or to go home prior to the completion of their shift will suffer no loss of pay. Any Bargaining Unit member 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.

2. Any Bargaining Unit member who is ordered, or assigned as a result of volunteering, by the County 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.

E. **Shift Differential:** A five percent (5%) shift differential pay is provided to full-time overtime eligible bargaining unit employees who are regularly assigned to a work schedule in which at least 7½ hours of scheduled work time fall between the hours of 3:00 p.m. and 8:00 a.m.

F. **Standby:**

1. 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.

2. 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 16, Section A.

3. Employees while on standby duty when called to work will, in addition to the standby duty pay provided in Section 2 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.

4. 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.

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

## **ARTICLE 17**

### **HOLIDAYS**

**Section 1:** The following days will be observed on the day designated by the County as a paid holiday:

New Year's Day  
Martin Luther King Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
Two (2) personal days (at employee's request with appropriate notice).

### **Section 2:**

Holiday Pay shall be computed on the employee's straight time base rate of pay and such holiday pay shall be based on one-fifth (1/5) of the normal scheduled work week if assigned to a five (5) day workweek, and shall be based on one-fourth (1/4) of the normal scheduled workweek if assigned to a four (4) day workweek.

All full-time employees shall receive two (2) personal days of eight (8) or ten (10) hours each. Regular part-time 20+ hour employees shall receive two (2) personal days of four (4) hours each.

### **Section 3:**

A. An employee who fails to work their scheduled work day before or after the holiday forfeits the holiday pay for that holiday unless the employee provides a physician's certificate as to their physical condition being incapacitated on the actual day missed. This requirement may be waived at the sole discretion of the County.

B. An employee who fails to work their scheduled work day on the holiday forfeits the holiday pay for that holiday unless the employee provides a physician's certificate as to their physical condition being incapacitated on the actual day missed, however, shall an employee provide 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 4:**

A. Employees who work on a designated holiday shall receive one and one-half (1½) their base rate of pay for actual hours worked on such holiday plus the holiday pay as defined in Section 2 above.

B. Employees who are given the day off in observance of the holiday shall receive holiday pay as defined in Section 2 above.

C. If the observed holiday falls on the employee's regular schedule day off, the employee will be given holiday pay as defined in Section 2 above in addition to the normal scheduled work week at straight time rate of pay; or if the employer gives the employee another day off with pay, the day off will be in lieu of the holiday pay as defined in Section 2 above and shall be taken within sixty (60) days.

D. If the employer gives an employee who works the designated holiday another day off, the day off will be in lieu of the holiday pay as defined in Section 2 above and shall be taken within sixty (60) days. Section 4A would apply to actual hours worked on the designated holiday.

**Section 5:**

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 18**  
**ANNUAL LEAVE**

**Section 1:**

Annual leave may be requested for personal or emergency reasons, vacation, or to cover a continuing absence due to illness when all applicable accrued sick leave has been exhausted. Full-time and regular part-time employees who are members of the bargaining unit may request annual leave after the newly hired probationary period has been served. Annual leave shall be accrued with reference to completed months of continuous service and is earned immediately upon employment. Leave may only be used as earned and annual leave with pay shall not be allowed in advance of being earned. Any approved leave of absence without pay will not be included in the computation or accrual of annual leave.

**Section 2**

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

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

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

- A. A request for annual leave shall be submitted to the employee's

immediate supervisor on an approved form or process designated by the Human Resources Division. Annual leave requests will be approved/not approved with reference to the operational needs of the Department and the existing vacation schedule. Annual leave will be granted, when practicable, in line with seniority and in accordance with employee preference, but it is understood that the efficient operation of the Port Everglades Department shall be the first consideration. In the event that an employee's scheduled annual leave must be cancelled due to operational needs of the Department, the employee shall be given as much notice as possible and the Department shall consider hardships, except in the case of emergencies.

B. Employees may submit a written request for annual leave dates prior to March 1 of each calendar year on an approved leave form. 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:**

If a holiday occurs during a period of time when a member of the bargaining unit is on approved annual leave, that employee shall receive holiday pay for such holiday in lieu of annual leave pay.

**Section 5:**

The maximum of unused annual leave that may be carried over from one calendar year to the next shall not exceed a total of two hundred and eighty (280) accrued annual leave hours. The date for computation of excess leave for each year shall be the end of the last pay period which began in that calendar year. Leave in excess of two hundred and eighty (280) accrued hours shall be forfeited. Any deviation

from the authorized maximum accumulation must be documented and must be approved by the County Administrator.

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

**Section 7:**

Any permanent employee in the bargaining unit who is separated from service with the County shall be compensated for all unused accrued annual leave at the employee's base rate of pay at the time of separation.

**Section 8:**

Accrued annual leave may be used in half-hour ( $\frac{1}{2}$ ) increments.

## **ARTICLE 19**

### **SICK LEAVE**

#### **Section 1:**

Employees shall accrue sick leave at the rate of eight (8) hours per month if full-time, and a proportionate amount if part-time, to a maximum of 960 hours for purposes of payment as described in Section 3 of this Article. For all utilization purposes outlined in this Article, accrual of sick leave shall be unlimited.

#### **Section 2:**

An employee shall be eligible after completion of the initial probationary period, to earn eight (8) hours of time off with pay (bonus day) if regularly scheduled on 5 day work week or 10 hours of time off with pay (bonus day) if regularly scheduled on a 4 day work week, for each 13 pay period time frame in which no sick leave is used. The 13 pay period time frame begins with the last instance of sick leave. An employee who does not use sick leave for a period of 13 pay periods will have one (1) bonus day added to their Annual Leave bank.

#### **Section 3:**

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

#### **Section 4:**

Except where amended in this contract, the sick leave provisions of Chapter 14

of the Administrative Code shall apply to bargaining unit employees.

**Section 5:**

In order to qualify for sick leave pay, employees must notify their job site of their illness prior to or within one (1) hour after the start of their scheduled shift.

**Section 6:**

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 7: Sick Leave Conversion:**

Employees whose sick leave accrual balance exceeds 500 hours as of the end of the first full pay period in November of a given year are eligible to participate in the Sick Leave Conversion plan. Only those hours beyond 500 total hours of accrued sick leave are eligible for conversion. Accrued sick leave hours considered eligible for conversion may be converted to Annual Leave at a ratio of two (2) sick leave hours to one (1) annual leave hour for accrued sick leave hours up to 960 total hours or one (1) sick leave hour to (1) annual leave hour for accrued sick leave hours beyond 960 total hours for a maximum of forty (40) hours annual leave. The converted hours shall be credited to the employee's annual leave bank in January of the following calendar year. Employees interested in converting sick leave subject to the conditions of this section must follow the procedures as provided by the Human Resources Division. Usage of sick leave converted to annual leave is subject to the provisions of Article 17 (Annual Leave) of this Agreement.

**Section 8: Family Illness Leave:**

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.

**ARTICLE 20****LEAVE OF ABSENCE WITHOUT PAY****Section 1:**

Leave 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 interest 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 (FMLA) for a period not to exceed four (4) months. Leave of absence without pay exceeding the periods described above may be granted with the approval of the County Administrator. However, in no case shall the total period of a leave of absence without pay exceed one year.

**Section 2:**

If an employee fails to return to work within the term of leave, the employee's continuous service shall be broken and the employee shall be terminated.

**Section 3:**

No seniority, as stipulated in Article 21 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.

**Section 4:**

During the leave of absence without pay, the employee will not be entitled to accumulate any sick leave or annual leave. In addition, the employee will not be eligible for any holiday pay or credit toward a bonus day 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:**

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

**Section 7:**

An employee granted Leave of Absence Without Pay and who wishes to return before the leave period has expired, shall be required to give their division head at least three (3) weeks' notice. Upon receipt of such written notice, the employee must be permitted to return to work under conditions as stipulated in this Article, provided the employee is physically capable to perform the necessary duties of the position and is not affected by layoff.



**Section 8:**

Upon return from leave without pay the employee shall be returned to the rate of pay not less than that which he/she received when the leave began provided the employee is physically capable to perform the necessary duties of the position and is not affected by layoff.

**Section 9:**

An employee returning from a leave of absence without pay shall be entitled to employment in the same division in the same or similar class when leave began provided the employee is physically capable to perform the necessary duties of the position and is not affected by layoff.

**Section 10:**

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

## **ARTICLE 21**

### **LAYOFF AND RECALL/SENIORITY**

A. **Department Seniority**: is understood to mean an employee's most recent date of continuous employment with the Port Everglades Department so long as the employee has been carried for payroll purposes as a regular employee. Port Everglades Department Seniority will be used for the purposes of layoff and recall.

B. **Time-in-Class Seniority**: is understood to mean an employee's most recent date of continuous employment in the employee's current classification so long as the employee has been carried for payroll purposes as a regular employee. Time-in-Class Seniority within the employee's work site will be used for scheduling vacations and overtime.

C. Port Everglades Department and Time-in-Class Seniority will continue to accrue during all types of County approved leave except a leave of absence without pay will be processed as stipulated in Article 20, and layoff shall cause this date to be adjusted by the full length of the leave.

D. Layoff is a separation initiated when the County determines it is necessary to abolish a position due to lack of work, lack of funds, organizational change, or for other reasons not related to fault, delinquency, or misconduct, as determined by the County.

E. In the event it is necessary to reduce the work force, all layoffs shall be according to Port Everglades Department seniority. An employee affected by a reduction in force shall have the right to displace the employee with the least seniority in the same classification within the Port Everglades Department to which the affected

employee is deemed qualified by the County. Should such displacement not exist, then the affected employee shall have the right to displace the employee with the least seniority in a lower classification in the same class series within the Port Everglades Department to which the affected employee is deemed qualified by the County. Each level of the classification series will be reviewed for the purposes of possible displacement availability.

F. An employee who accepts a lower paid Bargaining Unit position in lieu of layoff shall retain his/her rate of pay unless it exceeds the highest rate for the new class in which case he/she shall be paid the maximum pay rate of the lower classification.

G. All employees shall receive at least a two (2) weeks' notice of layoff, or, in lieu of notice, two (2) weeks' pay at his or her regular rate of pay. AFSCME shall be furnished copies of all layoff notices at the same time as the laid-off employee receives notice.

H. Employees who have been laid off will have recall rights not to exceed eighteen (18) months. Names of affected employees will be placed, in order of seniority, on a recall list for the job classification from which employee(s) were laid off. When a vacancy occurs for which there is a recall list, the Human Resources Division will send a certified letter of notice to the most senior employee at the last address he/she filed with the Human Resources Division. If the employee refuses to return to work in the classification for which he/she is recalled, or if there is no response within ten (10) working days after the notice is sent, such employee's recall rights under this Agreement are lost. Such employee would still be eligible for County employment but not on a preferential basis.

I. For the purposes of layoff and recall, a vacancy is deemed to exist when the County is seeking to fill a full-time regular budgeted position.

J. Laid-off employees who are recalled to the Port Everglades Department within the eighteen (18) month recall period as provided for in Section H shall have the option to be credited with the full sick leave accrual held at the time of layoff. In order to be credited with the full sick leave accrual held at the time of the layoff, the laid off employee must reimburse ("buy back") their sick leave payout given at the time of layoff. Regardless of the employee's decision concerning the "buy-back" of sick leave accrual, sick leave will begin to accrue on the date the employee is returned to County service. The recalled employee shall also be credited with seniority earned prior to layoff. However, the time spent on layoff shall not be credited in the calculation of benefits.

K. An employee covered by the collective bargaining agreement who leaves the Bargaining Unit as a result of promotion or due to reduction in force, demotion, voluntary demotion and returns to a Bargaining Unit position within six (6) months or the length of the probationary period of the higher class, whichever is greater, shall retain Port Everglades Department seniority accrued prior to the promotion. An employee who returns to the Port Everglades Department and a Bargaining Unit position more than six (6) months after leaving the Bargaining Unit or after the probationary period of a higher classification, whichever is greater, shall not be credited with any prior Department seniority and must commence a new seniority date.

**ARTICLE 22****CIVIL LEAVE**

An employee shall be granted Civil Leave with pay when performing jury duty, when subpoenaed to appear before any public body or commission on a job-related matter when performing emergency civilian duty in connection with national defense. An employee regularly scheduled to work the evening or midnight shift may receive Civil Leave, as described above, for their regularly scheduled shift when their court-ordered service occurs immediately before or after their scheduled shift. An employee subpoenaed in the line of duty to represent the County shall either be paid per diem or travel expenses by the County (and any fees received from the Court will be turned over to the County) or may retain witness fees and mileage received from the Court. Employees will be granted up to one hour off on election days when it is not feasible to vote before or after working hours.

Employees are required to submit documentation from the court with their application for leave, to receive approval on their request for Civil Leave. Employees serving on jury duty must submit proof of jury duty service issued by the court upon their return to work. Lost proof of jury duty can generally be replaced by calling the appropriate court and receiving a copy of the documentation. Any employee released from jury duty, prior to the end of the scheduled workday, is required to contact their supervisor for instructions regarding their return to work. In that employees are entitled to their regular wages while serving jury duty, employees should not accept compensation from the courts. In the event an employee receives compensation from the court for jury duty, the employee is required to endorse payment over to the County and the employee's agency should deposit the funds and credit their salaries account.

**ARTICLE 23****MILITARY LEAVE**

The County agrees to allow military leave for employees in the Bargaining Unit pursuant to county, state, and federal law.

**ARTICLE 24****BEREAVEMENT LEAVE**

Bargaining Unit members shall be entitled to three (3) shifts off to attend the funeral of an immediate family member within the state of Florida and five (5) shifts off to attend the funeral of an immediate family member outside the state of Florida.

Any approved absence in excess of these amounts shall be charged to annual leave, if accrued, or to leave without pay if the employee has no annual leave accumulated. The employee's immediate family shall be defined as the employee's spouse, father, mother, son, daughter, brother, sister, step-parent, step-child, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, registered domestic partner, persons determined in loco parentis (in the place of the parent) by the Human Resources Director, or any relative who is domiciled in the employee's household. Bereavement leave shall not be charged to annual or sick leave or to compensatory time.

- A. The employee shall provide upon request of the agency director sufficient proof of a death in his/her family as defined above before compensation is approved and paid.
- B. The granting of bereavement leave for relatives not listed above shall require the specific approval of the Human Resources Director.

**ARTICLE 25****DRUG AND ALCOHOL TESTING****Section 1:**

In consideration of the legitimate concerns and interest the County 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 County and the Union hereby agree:

- A. The County 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 26****EDUCATION REIMBURSEMENT AND LEAVE**

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

B. To improve the quality of personal service rendered to the public and to aid employees in equipping themselves for advancement, any regular, full-time employee may request Educational Leave for the purpose of taking occupationally related courses or training. Requests for Educational Leave will be considered consistent with the Educational Leave procedures established by the County.

C. Employees covered by this Agreement may participate in the County's Educational Reimbursement Program. The eligibility requirements and the amount, type and condition precedent to obtaining reimbursement will be established by the County.

**ARTICLE 27****UNIFORMS AND EQUIPMENT**

The County shall compensate all employees who are provided uniforms a clothing allowance in the amount of \$300.00 per year commencing October 1, 2014.

**ARTICLE 28****STRIKES AND SLOWDOWNS**

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

**ARTICLE 29****PREVAILING BENEFITS**

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



**ARTICLE 30****SEVERABILITY CLAUSE**

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

**ARTICLE 31****SUCCESSOR CLAUSE**

The terms of this Agreement shall be binding to the extent allowed by law 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 33****TERM OF AGREEMENT**

The provisions of this Agreement shall be effective for the Fiscal Years 2014/15, 2015/16, and 2016/17 upon ratification of the Bargaining Unit membership and approval of the Board of County Commissioners for Broward County, Florida, except as otherwise specifically provided in this Agreement, and shall continue in force through September 30, 2017. Thereafter, this Agreement shall remain in effect until a successor agreement is approved by the Board of Broward County Commissioners.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement between the Board of County Commissioners, Broward County, Florida and AFSCME, Local 2200, Broward County Port Maintenance Unit for FY 2014/15, 2015/16 and 2016/17 to be executed and signed by their duly authorized representatives, as of this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES  
AFL-CIO, LOCAL 2200  
PORT EVERGLADES MAINTENANCE UNIT

BROWARD COUNTY, FLORIDA  
BOARD OF COUNTY  
COMMISSIONERS

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Vice President

By \_\_\_\_\_  
County Administrator

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Port Everglades Department Director

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Human Resources Director

By \_\_\_\_\_  
Executive Board

By \_\_\_\_\_  
Labor Relations Manager

By \_\_\_\_\_  
AFSCME Council 79

By \_\_\_\_\_  
Bargaining Team Member