

ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT
RESULTING FROM REOPENER BETWEEN
BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
2200 (PORT MAINTENANCE UNIT)
EFFECTIVE FY 2016-2017

This Addendum is entered into by and between Broward County and American Federation of State, County and Municipal Employees (AFSCME) 2200 on behalf of the Port Maintenance Unit employees. For good and valuable consideration, the parties hereto agree and acknowledge as follows:

1. The parties have entered into a Collective Bargaining Agreement covering the period of October 1, 2014 through September 30, 2017 (the "CBA"). Under the CBA, the parties have the right to reopen Article 12, Wages and Compensation, in addition to any three other articles. The parties agreed to reopen Articles 1, 12, and 16, and add one letter of understanding.
2. As a result of the reopening, **Article 12 – Wages and Compensation, Section E**, shall be modified as follows effective October 1, 2016:

Article 12 - Wages and Compensation

E. Fiscal Year 2016/2017

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 Board 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-step increase within range.

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 Board 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 3% wage increase to base.

F. Bargaining unit employees, who on their annual performance evaluation receive a “Does Not Meet Overall Expectations”, will not be eligible to receive the annually determined step increase at that time. However, in accordance with County policy, such employees should be placed on a formal Performance Improvement Plan with a time duration of 90 calendar days, and receive a “Special Performance Evaluation.” At the conclusion of the Performance Improvement Plan timeframe, those employees with a performance rating that at least “Meets Overall Expectations” on a special performance evaluation will receive the annually determined step increase prospectively.

3. As a result of the reopening, the following paragraphs shall be amended to **Article 12 – Wages and Compensation Section 1 (I), Section 3, Section 4, and Appendix A.**

Article 12 – Wages and Compensation

Section 1.

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

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 5% pay differential for a certificate designated as a “Mechanical Journey Level/Certificate of Competency,” issued by Broward County’s Building Code Services Division. In no event will an employee receive more than a total of 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.

New Appendix A:

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	GROUNDKEEPER	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

4. As a result of the reopening, the following paragraph shall be amended to **Article 1 - Recognition, Section 2.**

Article 1 - Recognition

Section 2: Bargaining Unit to include revised job classification titles:

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
Maintenance Worker
Painter
Plumber
Refrigeration Mechanic
Storekeeper
Vehicle Mechanic
Welder

5. As a result of the reopening, the following paragraph shall be amended to **Article 16 – Overtime Section A, and a New Section F. Standby Provisions:**

Article 16 – Overtime

A. All hours authorized and worked in excess of forty hours in a seven-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 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-minute increments.

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 hours standby duty pay at their straight time base rate for each regular work day of standby duty assigned and scheduled; and three hours pay at their straight time base rate for regular days off, with day defined as a 24-hour time period. Compensated hours of standby referred to in this paragraph shall count as hours worked for the purpose of computing overtime pay as defined in Article 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 hours' pay. For all other calls during standby duty, the employee will be paid for actual time worked. For pay purposes, actual time worked starts at the time of notice, and ends when the employee would reasonably be expected to return home. The employee is expected to respond to the call in a reasonable amount of time following notice. In the event any employee who is on standby duty fails to respond to a call to work, the employee will forfeit the standby duty pay and may be subject to possible disciplinary measures.

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, 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.

Letter of Understanding:

The letter of understanding attached hereto shall be considered part of the CBA.

Description of Letter: March 13, 2018 - Job Classification Review.

The Parties agree that the County's Human Resources Division will conduct a job classification review on certain classifications that were previously held at the Port. Specifically, the County agrees to review the following job classifications: Maintenance Construction Worker, Lead Building Service Worker, Lead Groundskeeper, Terminal Service Lead Worker, Ship Service Worker, Sign Painter, Overhead Door Mechanic, Building Technician, Loading Bridge Mechanic to determine the appropriateness of the current classifications. If the County determines that a reclassification is in order, the County will take the appropriate action, which may include, but is not limited to, reclassifying the position to another existing classification, creation of a new classification, or changing the title of the job classification.