

SUMMARY OF AGREEMENT PROVISION CHANGES
AFSCME 2200, Port Maintenance Unit
For Fiscal Years 2017/2018 through 2019/2020

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

Article 12 - Wages and Compensation

B. Fiscal Year 2017/2018:

1. For Fiscal Year 2017/2018, effective the first full pay period in October of 2017 (October 8, 2017), eligible bargaining unit employees, who on their most recent annual performance review or other performance-based evaluation program received a rating of “Meets Overall Expectations” or higher, will receive a one-step increase within range.

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

3. 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.

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

5. For Fiscal Year 2017/2018, effective on the first full pay period in April of 2018 (April 8, 2018), eligible bargaining unit employees, who on their most recent annual performance review or other performance-based evaluation program, received a rating of “Meets Overall Expectations” or higher, will receive a one-step increase within range. All eligible bargaining unit employees, who have five or more years of continuous

service experience in their current County job classifications as of April 7, 2018 and who are below the 25th percentile of their pay grade, shall have their salary adjusted upward to the step closest to the 25th percentile of their pay grade without going over, or the one-step increase provided herein.

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

C. Fiscal Year 2018/2019:

1. For Fiscal Year 2018/2019, effective the first full pay period in October of 2018 (October 7, 2018), eligible bargaining unit employees, who on their most recent annual performance review or other performance-based evaluation program received a rating of "Meets Overall Expectations" or higher, will receive will receive a one-step increase within range.

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

3. 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.

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

5. For Fiscal Year 2018/2019, effective on the first full pay period in April of 2019 (April 7, 2019), eligible bargaining unit employees, who have three or more years of

continuous service experience in their current County job classifications as of April 6, 2019 and who are below the 25th percentile of their pay grade, shall have their salary adjusted upward to the step closest to the 25th percentile of their pay grade without going over.

D. Fiscal Year 2019/2020:

1. For Fiscal Year 2019/2020, either party, upon written request, can reopen Article 28, Wages and Compensation, and three Articles each. Thereafter, this Agreement shall remain in effect, except for any provisions which specifically expire or are date specific, until a successor agreement is approved by the Board of Broward County Commissioners.

Article 17 - Holidays

Amend Section 1 and Section 2 to add personal days to the covered employees annual leave bank. The parties agree to a letter of understanding detailing a mid-year transition from the personal day bank to annual leave for any unused personal days.

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, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

Two personal days (in the form of Annual Leave, as described in Section 2 below).

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 of the normal scheduled work week if assigned to a five-day workweek, and shall be based on one-fourth of the normal scheduled work week if assigned to a four-day work week.

All full-time employees shall receive two personal days of eight or 10 hours each in the form of Annual Leave, credited to the employee's annual leave accrual balance effective on the first full pay period in January. Regular part-time 20+ hour employees shall receive two personal days of four hours each.

Article 21 - Layoff and Recall/Seniority

Amend Section E. to comply with state law.

E. In the event it is necessary to reduce the work force, all layoffs shall be according to Port Everglades Department seniority, except that preference-eligible employees, as defined by Section 55A-7.015, Florida Administrative Code, shall be credited the amount of time served on active duty in the U.S. Armed Forces as years of seniority for purposes of this Article. 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.

Article 26 - Education Reimbursement and Leave

Amend Section C. to change title of Educational Reimbursement program.

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

New Article – Parental Leave

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