

AGREEMENT

-Between-

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

-And-

**FEDERATION OF PUBLIC EMPLOYEES
A DIVISION OF THE NATIONAL FEDERATION OF
PUBLIC AND PRIVATE EMPLOYEES
AFFILIATED WITH DISTRICT 1- MEBA (AFL-CIO)
(PORT EVERGLADES PUBLIC WORKS MAINTENANCE UNIT)**

Effective June 19, 2001 through September 30, 2003

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ARTICLE 1

RECOGNITION

Broward County, hereinafter referred to as the "County", recognizes the Federation of Public Employees, A Division Of The National Federation Of Public and Private Employees, Affiliated with District 1- MEBA (AFL-CIO), (Port Everglades Public Works Maintenance Unit), hereinafter referred to as the "Union", as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment in the following designated unit:

Included:

All regular full and part-time non-exempt non-probationary employees employed by the Broward County Board of County Commissioners at its Port Everglades in the following classifications: Groundskeeper, Building Service Worker, Clerk/Radio Operator, Warehousekeeper, Maintenance Construction Worker, Sweeper Operator, Lead Groundskeeper, Lead Building Service Worker, Storekeeper, Fender Construction, Painter, Auto Mechanic II, Terminal Service Lead Worker, Equipment Operator, Sign Painter, Welder, Ships Service Worker, Overhead Door Mechanic, Auto Mechanic I, Loading Bridge Mechanic, Carpenter, Electrician, A/C Mechanic, Plumber, Building Technician, Building Technician II.

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 used in this agreement, the word "Employee" or "Employees" shall mean any person or persons employed in the aforescribed unit as defined by the Florida Public Employees Relations Commission, Case No. RC-99-032, Certification # 1292, Certification of Exclusive Bargaining Representative.

The parties to this Agreement agree to impact bargain on the request of either party as required by law.

ARTICLE 2

DEFINITIONS

Terms in this Agreement shall be defined as follows:

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

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

"Continuous Service" means uninterrupted employment with the County of Broward, Florida or the former Port Everglades Authority as a member of the bargaining unit.

H. "Immediate Supervisor" -- That person in an administrative or supervisory position directly responsible for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor who is a unit member shall be excluded from responding to grievances pursuant to Article 15.

I. "Employee" - - That person in the bargaining unit as described in Paragraph C, above.

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

K. "Probationary Employee" - - A newly hired employee whether full-time or part-time who has completed less than one hundred eighty (180) calendar days of County employment. The probationary period may be extended for up to an additional ninety (90) calendar days upon the written request of the Division Director and the approval of the Director of Human Resources. Probationary employees shall be covered by the provisions of this agreement except that no grievance may be filed on their behalf relating to discipline or discharge from employment.

L. "Permanent Employee" - - An employee who has satisfactorily completed no less than one hundred eighty (180) calendar days of employment in a position which has no predetermined termination date and calls for the employee to work the basic work period or the

normal work week as defined in Article 6 of this Agreement.

M. "Regular Part-Time Employee" - - An employee who has satisfactorily completed no less than one hundred eighty (180) calendar days of employment in a position which calls for the employee to work less than the normal work week but at least twenty (20) hours per week.

N. "Temporary or Temporary Part-Time Employees" - - Employees who have a predetermined termination date. Temporary employees shall not be covered by any of the provisions of this Agreement.

O. "The Parties" - - County of Broward, Florida, and FPE.

P. "Transfer" - - Change in work location within the same job class. Bargaining unit employees may request a transfer to another vacant position within their division by notifying the Division Director in writing. All written requests for transfer shall be considered before a vacancy is filled by the Division. A notice of request to fill a vacancy will be posted in each Division. Employees will be made aware of the location for such posting.

ARTICLE 3

MANAGEMENT RIGHTS AND PREROGATIVES

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

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

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

ARTICLE 4

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: Grievance Procedure

A. A grievance shall be defined as any controversy or dispute arising between the parties involving questions of interpretation or application of the terms and provisions of this Agreement, or any rule, order, or regulation of the County deemed to be in violation of this Agreement. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of the terms and provisions of this Agreement and other conditions of employment.

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

Step 1. In the event that an employee believes there is a basis for a grievance, said employee and/or a Union representative shall present a formal grievance in writing to the employee's division head within five (5) working days of the date of the occurrence of the event giving rise to the grievance. Upon presentation of this written grievance to the division head, and within five (5) working days thereafter, the division head, the employee and the Union's representative shall attempt to resolve the same dispute and, within five (5) working

days thereafter, the division head shall render a decision in writing to both the employee and to the Union.

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

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

D. With respect to discharge and/or suspension, the County shall notify the affected employee no later than ten (10) working days from the date the County fixes the responsibility for the incident upon which the discharge and/or suspension is based. The County's failure to comply with the ten (10) working day period shall constitute a waiver of its

rights to take any disciplinary action against the employee or employees, including, but not limited to, oral reprimand, written reprimand, suspensions or discharges, for the incident.

- E. The time limitations provided in this Article shall be strictly observed and shall be extended only by written agreement of the parties. In the event that the County fails to comply with any of the aforesaid time limitations in Steps 1 through 3 of the grievance procedure or Sections 1-C, 1-D and/or 2-A of this Article, the County shall be deemed to have waived its right to contest said grievance and said grievance shall be sustained with all requested relief automatically implemented. In the event that the Union fails to comply with any of the aforesaid time limitations in Steps 1 through 3 of the grievance procedure or Sections 1-C, and/or 2-A of this Article, the grievance shall be deemed denied and no relief granted.
- F. Application to this procedure shall foreclose the grievant from appealing to any other available County procedure or vice-versa.
- G. Nothing in this Article shall require the Union to process grievances for employees who are not members of the Union in conformity with Florida Law.

Section 2: Arbitration

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

The Arbitrator shall be appointed by mutual consideration of the parties. In the event

the parties are unable to agree upon a neutral within ten (10) working days after the arbitration is invoked, either party may petition the Federal Mediation and Conciliation Service and request a list of five (5) qualified arbitrators and from said list the parties shall alternately strike and select a single arbitrator to preside as a neutral at the hearing involving the grievance.

The decision of said arbitrator shall be final and binding upon both parties. The arbitrator shall not be empowered to alter, amend, add to, or eliminate any provisions of this Collective Bargaining Agreement. Expenses shall be borne equally by both parties.

- B. In the event that an employee has been disciplined to the extent that he or she has been suspended or discharged and is reinstated by an arbitrator's decision, the employee shall be reinstated with all back pay and with no loss or impairment of any rights under this Agreement or other rules and regulations of the County, unless directed otherwise by the arbitrator.
- C. In the event that any employee has been suspended and that suspension is upheld, that employee, upon the expiration of that suspension, shall be fully reinstated to his or her former position with no loss or impairment of any of his or her rights under this Collective Bargaining Agreement or other rules and regulations of the County.

ARTICLE 5

BULLETIN BOARDS

The County shall provide space on all Port Everglades Department bulletin boards within its jurisdiction for the Union's posting of official notices of Union meetings, notices of Union election results and of Union recreational, social or civic affairs. A copy of each such notice shall be furnished to the Director of Administration at least one (1) working day prior to posting.

Such notices, if considered by the County to be harmful to the conduct of the business of the County or its labor relations, shall be removed or corrected by the Union immediately upon request.

ARTICLE 6
JOB POSTING

Section 1

When the County, at its sole discretion determines to establish and fill a new job or to fill a permanent vacancy in an existing job within the bargaining unit, the County shall post a notice of such job vacancy on all official Department bulletin boards within five(5)working days after a requisition for such job has been approved by the County. Each regular full-time employee within the bargaining unit shall have the first opportunity to apply and be considered for such position as provided hereafter.

Section 2

The posted notice will include a job description, job grade if applicable, rate of pay and a deadline for application. The notice will be posted for three full working days.

Section 3

Employees who meet the minimum requirements of the position must apply in person in the Division of Administration and shall sign and date a copy of the Position Opportunity Notice.

Section 4

All hours worked on an out-of-class basis will be fully applied toward the minimum requirements of the position applied for.

Section 5

The posting list shall be valid for a period of sixty (60) days.

Section 6

If more than one employee in the bargaining unit meets the minimum requirements of the job and the experience and ability to perform the work of such employees is relatively equal, the opening will be filled from among those qualified on the basis of length of service within the bargaining unit as the determining factor. Length of service of bargaining unit employees shall be determined in accordance with the Seniority provisions provided for in this Agreement.

ARTICLE 7

TEMPORARY ASSIGNMENTS

Section 1

Any employee covered by this Agreement who is assigned the duties of a job classification higher than that to which he/she is normally assigned for a period of four (4) hours or more in any pay period (two weeks), shall be paid out-of-classification pay for all hours worked in the higher job classification in that pay period (two weeks). Out-of-classification pay shall be calculated at the rate of pay for the higher graded classification or five per cent (5%) above the employee's regular rate of pay if the rate of pay for the higher graded classification is less than five per cent (5%) above his/her regular rate of pay. An employee who is assigned to work temporarily in a lower job class than that to which normally assigned, will not have his/her rate reduced for work performed in such lower job class except as provided in Section 2.

Section 2

In the event an employee's normal classification is changed to a class with a lower wage rate because of poor performance or inability to perform the work assigned in the higher classification, voluntary demotion approved by management, or because the County determines that the job in the higher classification is no longer needed or should be eliminated, such employee will be paid the appropriate rate corresponding to the new class assignment beginning on the effective date of class change.

ARTICLE 8

SAFETY

Section 1

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

Section 2

It shall be mandatory for employees to comply with all safety rules and regulations issued by the County. Furthermore, it shall be the employee's responsibility and obligation to utilize safety equipment and to make reasonable efforts to maintain all equipment used in proper condition. Employees shall report all unsafe conditions to management.

Section 3 - Safety Shoes

The Department of Port Everglades will provide safety shoes to those employees whose positions involve potentially hazardous conditions. A \$100.00 per year reimbursement will be issued for the purchase of these shoes to each employee referred to below.

The safety shoes may be purchased from the Department vendor or may be purchased from an independent supplier of the employee's choice. If the shoes are purchased from an independent supplier, they must meet all safety shoe requirements. If the purchase is made from an independent

or department supplier, the employee must initially pay for the shoes, submit the receipt to his or her Division Director, and be reimbursed for no more than a total of -\$100.00.

It is mandatory for those employees required to wear the safety shoes to have them on at all times while performing job duties which may involve potentially hazardous conditions. If an employee who is required to wear the shoes is found reporting to work or is working without wearing the safety shoes, he/she may be immediately relieved of duty and sent home without pay. Only those employees who submit a doctor's excuse will not be required to wear the safety shoes.

The positions that require safety shoes are:

1. Maintenance Division - All employees with the exception of the Secretary.
2. Harbormaster Division - All linespersons.
3. Wharfinger Division - All unit employees.
4. Crane Division - All unit employees.
5. Construction Management - All Building Technicians, Engineers.
6. Any other positions identified by the Division of Administration as involving potentially hazardous conditions which may necessitate the wearing of safety shoes.

Employees in a position where non-conductive shoes are required may substitute shoes with non-conductive toe protection for steel toed shoes. However, the annual reimbursement shall remain \$100.00.

ARTICLE 9

WORK WEEK AND OVERTIME

Section 1

The work week of all employees shall be five (5) consecutive days followed by two (2) consecutive days off. In the event that there is any change in any of the employee's work schedule, the County shall give notice to both the employee and the Union, in writing, two (2) weeks prior to any change, unless such notice is mutually waived by the parties. When an emergency exists, the two (2) week notice requirement may be waived. All employees will be required to document their work hours in a uniform manner consistent with the operational needs of the Division. The form of documentation shall be at the discretion of the County and shall be uniform and consistent for all bargaining unit employees.

Section 2

An employee who works in excess of eight (8) hours in any workday shall be compensated at the rate of one and one-half (1 ½) times his/her regular hourly rate of pay for all time worked in excess of eight (8) hours. For purposes of computation of overtime, employees shall be paid in terms of whole hours. Anytime an employee works less than a full hour of overtime, he/she shall be compensated for the full hour, as if said hour was worked. This provision shall apply to all employees who either (a) work their entire scheduled work week or (b) are on any leave authorized under the collective bargaining agreement and/or rules and regulations of the County. An employee who does not meet either of the two above criteria shall not be entitled to overtime for all hours worked in excess of his/her scheduled work week.

For purposes of this section, authorized leave shall include but not be limited to the following:

- (a) compensable injury leave
- (b) annual leave
- (c) holiday and/or compensatory time off
- (d) funeral/pallbearer leave
- (e) military leave
- (f) maternity leave

For purposes of computing overtime, lunch periods and break periods shall be treated as time actually worked.

Section 3

Work performed before 8:00 AM and after 4:30 PM on Saturdays and Sundays shall be paid at the overtime rate of 1 and ½ times the regular rate of pay.

Section 4

An employee who is called back to work after completing his/her regular shift and after having clocked out but who remains within the Port jurisdictional area shall be provided with a minimum of four (4) hours work or pay at the employee's applicable over time rate of pay. An employee who has left the Port jurisdictional area and who is called to return to duty after having completed a full scheduled shift will be paid at the applicable overtime rate of pay for all hours worked thereafter with a minimum of four (4) hours work or pay thereafter. Regularly scheduled overtime contiguous to a regular duty shift is not subject to call-back pay.

An employee working on a holiday who leaves the Port jurisdictional area after completing

his/her assignment and is then called back to work will be paid for work performed after the call-back at one and one-half times his/her regular rate.

Section 5 - Emergency Working Conditions

Due to conditions beyond the control of the Employer, including but not limited to things such as hurricanes, windstorms and tornados, if the County Administrator declares an emergency and directs the County to begin Emergency Operations, bargaining unit members shall be compensated as described below:

A. Any employee regularly scheduled to work during the declared emergency who is ordered by the Employer's management not to report or to go home prior to the completion of their shift will suffer no loss of pay. Any employee who is on pre-approved sick leave, annual leave or personal day before the declared emergency will suffer no loss of pay and the applicable leave bank shall not be deducted. Such hours paid but not worked will not count as hours worked for computing premium (time and one-half) overtime eligibility.

B. Any employee who is ordered, or assigned as a result of volunteering, by the Employer's management to work during the declared emergency shall be compensated at double their straight time base hourly rate for all hours actually worked. This compensation is in lieu of any other compensation.

ARTICLE 10

PROBATION

Section 1

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

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

Section 2

In the event that an employee, who has successfully completed an initial probationary period, employed by the County fills a vacancy or a new position in any other job classification with the Department of Port Everglades and the County determines, within the promotional probationary period of one hundred eighty (180) days, that the employee has not satisfactorily performed that job, or the employee, within the promotional probationary period, determines that he/she no longer desires to remain in that position, the employee automatically shall return to his/her previous position with the Department with no loss of seniority and/or other fringe benefits.

Section 3

When an individual employed by the County in departments and divisions outside of the Port Everglades Public Works Maintenance Unit transfers into the bargaining unit, the following shall apply:

- A. If a person has completed more than 180 calendar days of employment with the

County, and has successfully completed an initial probationary period, regardless of department, that person is no longer considered on initial probationary status if and when that person transfers to the Port Everglades Public Works Maintenance Unit bargaining unit at the Port.

- B. After having an initial probationary period as a County employee, and before completing the probationary period after moving into a Bargaining Unit position in the Port Everglades Public Works Maintenance Unit, a probationary employee may process grievances through the grievance article excluding any grievances relating to the rejection of the probation.

ARTICLE 11

BREAKS

Each employee will be granted a 15 minute paid break at the middle of the first half and again at the middle of the second half of each 8-hour work shift, the specific time to be set by the employee's supervisor.

Breaks may be taken at any location chosen by the employee. However, the total time of each break is not to exceed fifteen (15) minutes including any travel time to and from the job site. If an employee wishes to take a break at other than the designated time, permission must be obtained from his/her supervisor.

ARTICLE 12

MEAL BREAK

Each employee will be given a 30-minute meal break which shall normally take place during the middle of his/her shift, (after four hours). This break may, however, be adjusted due to operational considerations as necessary. If an employee is not given a meal break, the County shall pay the employee at the appropriate overtime rate in lieu of such break.

A meal break may be taken at any location chosen by the employee. However, the total time of the meal break is not to exceed thirty (30) minutes, including travel time to and from the job site. If an employee wishes to take a meal break at other than the designated time, permission must be obtained from his/her supervisor.

ARTICLE 13

RULES AND REGULATIONS

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

In the event of discrimination in the application of the rules and regulations, the County will take corrective action.

ARTICLE 14

TERMINATION

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

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

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

In the event that an employee no longer is employed by the County due to abolishment of the Department, a division, and/or job classification and/or an employee who is laid off in excess of twelve (12) months and is no longer subject to being recalled by the Department of Port

Everglades, said employee, in addition to any other benefits to which that employee may be entitled under the Collective Bargaining Agreement and Rules and Regulations of the County, shall receive termination pay according to the following schedule:

12 to 24 months service	2 weeks
25 to 60 months service	4 weeks
61 to 120 months service	6 weeks
In excess of 120 months service	10 weeks

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

One (1) week's pay shall be calculated by multiplying the employee's regular rate of pay at the time of termination by forty (40) hours. Payment will be made in a lump sum.

Payment will not duplicate any similar benefit provided by any municipality or any Federal, State, or other governmental agency except that such payment will not bar payment of unemployment compensation. Payment will not be made to any one who retires under the Florida Retirement Service.

ARTICLE 15

LAYOFF AND RECALL

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

In the event of a reduction in force, furlough, layoff abolishment of the Department, a division or job classification, the bargaining unit employee with the least seniority as defined in Article 16, shall be the first to be affected and said reduction in force, furlough, layoff, abolishment of the Department, a division or job classification shall continue in the same order thereafter. Any employee who is affected by the above shall have the option of displacing any junior employee in an equal or lower job classification employed by the Department of Port Everglades provided the employee is able to perform the duties of that job classification. Any employee whose employment is affected by any of the circumstances contained above, shall, for a one (1) year period, have the right to fill any subsequent vacancy in the work force provided he/she has the ability to perform the duties of that position. The Department of Port Everglades shall notify, by certified mail, any affected employee of any vacancy.

If an employee is rehired within one (1) year, the employee's service record will be reinstated and continuous employment will date from the previous hire date. Service in the Florida Retirement System will be in accordance with the rules and regulations of that system regardless of the employee's service record with the County.

ARTICLE 16

SENIORITY

The parties recognize that promotional opportunity and job security in the event of layoffs and recalls after layoffs should increase in proportion to length of continuous service and that in administering this article, the intent will be to give full consideration to continuous service in such cases.

In recognition, however, of the responsibilities of management to efficiently operate the County and the Department of Port Everglades, it is understood and agreed that in all cases of promotion (except to positions excluded from the bargaining unit), the factors of:

- 1) Continuous service and
- 2) Ability to perform the work

shall be considered and only where the ability to perform the work is relatively equal, shall length of continuous service be the determining factor. Continuous service as used herein shall be calculated from the date an employee was employed in a position covered under this agreement. Employees who transfer from a bargaining unit position covered under this agreement to another position within the Department of Port Everglades but return to a position covered under this agreement within six calendar months of the date of transfer shall be entitled to seniority dating back to the original employment date in the bargaining unit with no break in seniority for the absent period.

In the event of a general reduction in personnel, the employee with the least seniority shall be laid off first except as provided in Article 18, Sect. 2., hereof. An employee's continuous

service will cease and his/her employment will terminate when the employee:

- 1) Quits;
- 2) Is discharged;
- 3) Is laid off and fails to report for work after five (5) days written notice to do so;
- 4) Has not worked for the Department of Port Everglades for more than two (2) years because of physical disability.

No new employee shall be hired until a laid off employee has been given an opportunity to return to work; provided that such recall to work occurs within one year from date of layoff.

ARTICLE 17

UNIFORMS

Section 1:

The County will furnish clean uniforms and employees shall be required to wear uniforms of type, design and color as determined by the County,

Section 2:

All uniforms furnished by the County shall remain the property of the County. Each employee, upon leaving the employ of the County, shall turn in all uniforms so furnished.

Section 3:

Employees shall give reasonable and proper care to uniforms furnished and shall keep them in proper condition at all times, normal wear and tear excepted. Employees who damage uniforms shall be required to pay for such damage.

Section 4:

The County agrees to continue the present procedure regarding the cleaning of uniforms but reserves the right to change such procedure if in its sole discretion it considers such change to be necessary, in which event, the County agrees to compensate employees with a clothing allowance in the gross amount of \$450.00 per year, before any applicable taxes, commencing within one(1) week of the existing procedure being terminated.

Section 5:

In the event the County decides that it will discontinue the practice of furnishing uniforms, the County agrees to notify the employees and the Union at least sixty (60) days in advance of

such decision to discontinue issuing uniforms. The County and the Union shall meet within sixty (60) days of the County's decision to discontinue the practice of furnishing uniforms to negotiate an alternative provision to the Agreement.

Section 6:

Employees are not permitted, under any circumstances, to wear work uniforms at any time other than to and from the Department of Port Everglades and during working hours.

ARTICLE 18

UNION SHOP STEWARDS

Section 1

The Union shall have one (1) Chief Shop Steward and one (1) alternate Shop Steward, for the designated unit and shall notify the Department of Port Everglades of those representative by mail. The County will thereafter recognize those representatives for all purposes of this Agreement until it receives official written verification from the Union that another employee has been designated Chief Shop Steward and/or alternate Shop Steward.

Section 2

The Chief Shop Steward shall be entitled to top seniority within the bargaining unit in case of layoff, for all positions that he/she is capable of performing.

Section 3

The Union's Chief Shop Steward or alternate Shop Steward will be given up to fifteen (15) minutes with pay to discuss any grievance with a bargaining unit member. The Chief Shop Steward or alternate Shop Steward shall first notify his/her immediate supervisor and the immediate supervisor of said employee before entering said discussion of grievance, and shall also notify his/her immediate supervisor and the immediate supervisor of said employee at the time that said discussion of grievance has ended.

If a grievance is filed and processed, the Union's Chief Shop Steward or alternate Shop Steward will be permitted to attend any grievance meeting called by the County at no loss of pay.

Section 4

The Union's Chief Shop Steward and alternate shall have the right to attend any and/or all meetings, conferences, etc., between the County and the Union concerning rates of pay, rules and/or working conditions affecting employees within the designated unit at no loss of pay.

Section 5

The Chief Shop Steward will be permitted two (2) days off per year and the alternate one (1) day off per year without loss of pay to attend an officially sanctioned Union seminar, meeting or convention.

ARTICLE 19

JURY DUTY AND WITNESS PAY

Employees who are called for jury duty or who are subpoenaed as witnesses before any court of competent jurisdiction or administrative tribunal shall, upon submission of proper proof, be paid straight time compensation for such time as they are actually detained from their regular shift, less any fee received.

ARTICLE 20
ANNUAL LEAVE

Section 1: General

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

Section 2: Eligibility and Rate of Leave Accrual

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

YEARS OF EMPLOYMENT	HOURS EARNED PER YEAR
Less than four (4) years	Eighty (80) hours
Four (4) through eight (8) years	One hundred twenty (120) hours
Nine (9) years and over	One hundred sixty (160) hours

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

Section 3 Requests for Leave

A request for annual leave shall be submitted to the employee's immediate supervisor on an approved form designated by the Director of Administration. Leave may be taken only after approved by the employee's division director so that the department/division can function smoothly and efficiently. Annual leave will be granted, when practicable, in line of department/division seniority and in accordance with employee preference, but it is understood that the efficient operation of the Department shall be the first consideration.

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

Employees may request annual leave after six months of full time regular employment with the Department of Port Everglades.

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

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

In the event that an employee is sick during his/her scheduled annual leave those sick days during said annual leave shall be charged to his/her sick leave time and his/her annual leave shall be extended for the same number of days.

Section 4 Minimum Charge

One hour is the minimum charge for either annual or sick leave, and additional leave is charged in multiples of one hour. Absences on separate days are not combined. If, for example, an employee is absent a half hour on two separate days, the minimum charge is two hours.

Section 5 Use of Annual Leave

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

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

Section 6 Accumulation of Annual Leave

The maximum annual leave that may be carried over from one calendar year to the next shall not exceed a total of 320 hours accrued leave. The date for computation of excess leave for each year shall be December 31.

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

If for extraordinary circumstances, an employee is unable to use sufficient accrued annual leave to reduce his/her annual leave balance to below the maximum level by December 31 of any calendar year, the Port Director may allow the employee to take the excess annual leave by March 31 of the following calendar year. In such cases, excess leave not used by March 31 shall be forfeited.

Section 7 Payment of Unused Annual Leave Upon Separation

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

Section 8 Pay Due During Annual Leave

All pay due an employee while on annual leave will be made available to the employee on the last working day preceding the annual leave, provided the employee has submitted a written request for such pay, and such written request has been received by the Finance Division no less than fourteen days prior to the date such pay is desired.

Section 9 Compassionate Annual Leave

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

ARTICLE 21

PARENTING LEAVE

Section 1

Parenting leave is a period of approved absence for incapacitation related to pregnancy and confinement. Parenting leave of absence without pay shall not be unreasonably denied. Normally, annual leave shall be exhausted prior to granting leave without pay. Insurance coverage may be maintained by the employee on parenting leave of absence without pay in accordance with Article 25, Section 6 of this collective bargaining agreement and the County Benefit Program.

The time when a pregnant woman should cease or return to work will be determined on an individual basis, and will depend on the physical condition of the particular employee and the nature of her job.

Section 2

An employee will be permitted to continue work so long as the conditions of the pregnancy does not adversely impair her work performance or health. The judgement of the division head with approval by the Port Director, concerning the day absence from the job and parenting leave begin shall be based on the written medical opinion of the employee's physician, the nature of the job regarding physical stress or public contact, and the employee's ability to perform normal job duties with full efficiency.

The date an employee may be permitted to return to work following parenting leave shall be based on a medical statement from a certified physician stating that she is physically and

mentally able to perform the normal duties of her position with full efficiency. It shall be the responsibility of the employee to obtain and submit the medical certificate.

Section 3

Employees on parenting leave may be eligible for Family & Medical Leave Act (FMLA) leave consistent with the provisions of the FMLA and County rules & procedures.

ARTICLE 22
FUNERAL LEAVE

Section 1

An employee who is absent from regularly scheduled work because of death in the immediate family shall be paid for wages lost beginning on the date of the death to and including the day of the funeral with a maximum payment of forty hours pay. Such payment shall be calculated at the straight time rate at which the employee worked prior to the beginning of the leave.

Section 2

An employee's "immediate family" shall include: spouse, parents, children, brother, sister, parents-in-law, grandparents, grand children, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents of the employee's spouse and any other relative who permanently resides in the same house as the employee.

Section 3

An employee will be granted necessary time off up to a maximum of two (2) days of leave with pay for the purpose of serving as pallbearer for a funeral for other than a member of the immediate family providing that such leave is requested in advance.

Section 4

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

ARTICLE 23

SICK LEAVE

Employees, including probationary employees, will earn credit of eight (8) hours of sick pay for each month of service. Such credit will be accumulated from the date of employment and shall be unlimited. An employee who does not use sick leave for a period of six (6) consecutive months will have one (1) bonus day added to his/her vacation leave.

Employees may use sick leave credit for personal illness or injury or illness occurring in the immediate family as defined in Article 22 providing that the employee notifies his/her division head on the first day of absence for such illness or injury and states the reason for the absence. Failure to give such notice may be grounds for denial of leave with pay. Illness or injury occurring during an employee's vacation can be adjusted upon written application by the employee upon return to duty.

When an employee is disabled because of an occupational injury or illness incurred while he/she was performing assigned duties for the Department of Port Everglades and is eligible to receive Workers' Compensation payments, he/she will be subject to the Broward County Risk Management Division policies and procedures. All bargaining unit employees will be entitled to supplemental disability payments from the County, in accordance with the Civil Service Rules & Regulations and without charge to sick or annual leave.

When an employee covered by this Agreement who has no accumulated sick leave credits to use to supplement workers' compensation payments or if an employee has no accumulated sick leave credits and suffers a non job related illness or injury, other employees

covered by this Agreement may, if they wish, transfer a specified portion of their accumulated sick leave credits to the credit of the affected employee. Such transfer of such sick leave credits shall be on a form provided by the County.

In the event that an employee suffers a job related compensable illness or injury, and if it has been determined by the County that the employee failed to comply with established rules and regulations, and if it has further been determined by the County that the employee's failure to comply with said rules and regulations caused or contributed to the illness or injury, the employee shall receive only the Worker's Compensation indemnity payment and shall not receive any supplemental salary payment. The denial of said supplemental salary payment may be appealed through the grievance and arbitration procedure set forth in Article 3 of this collective bargaining agreement.

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.

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

Verification of illness or injury by a doctor's certificate or by home visitation may be required if considered necessary. An employee who is absent from work and disabled because of personal injury or illness will continue to accrue sick leave daily during such period

of absence. Such accrual will terminate, however, one year after the commencement of such absence or upon the termination of employment, whichever occurs first.

All employees hired or transferred into a bargaining unit position prior to January 1, 2000 and have continuously served in said position, will be paid thirty percent (30%) of the value of the sick leave accumulated to his/her credit at the time of separation, provided the employee leaves employment in good standing. If an employee retires under the provisions of the Florida Retirement System he/she will be paid one hundred percent (100%) of the value of the sick leave accumulated to his/her credit at time of separation. Upon death of employee one hundred percent (100%) of the value of accumulated sick leave will be paid to the employee's beneficiary as named on the employee's group insurance policy. The maximum pay out for employees hired or transferred into the bargaining unit prior to January 1, 2000, shall be one hundred forty (140) days of sick leave credit.

All employees hired or transferred into a bargaining unit position on or after January 1, 2000, shall be paid twenty-five-percent (25%) of the value of their sick leave accumulated to his/her credit at the time of separation, provided the employee leaves employment in good standing. If an employee retires under the provisions of the Florida Retirement System he/she will be paid fifty percent (50%) of the value of the sick leave accumulated to his/her credit at time of separation. Upon death of employee, fifty percent (50%) of the value of accumulated sick leave will be paid to the employee's beneficiary as named on the employee's group insurance policy. The maximum pay out for employees hired or transferred into the bargaining unit after January 1, 2000, shall be nine hundred sixty (960) hours of sick leave credit.

ARTICLE 24

MILITARY LEAVE

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

ARTICLE 25

LEAVE OF ABSENCE WITHOUT PAY

Section 1

Leaves of absence without pay, beyond the vacation to which an employee is entitled, may be granted for good and sufficient reason in the opinion of the Port Director or his designee. Leave of absence without pay shall be granted only when it will not adversely affect the interests of, or the efficient operations of the County and the Department of Port Everglades. The term of the leave of absence shall be in writing and the leave will not be for more than six (6) months. However, the term may be extended for one (1) additional six (6) month period at the option of the Port Director or his designee.

Parenting leaves of absence without pay, shall be granted in accordance with the provisions of Article 21 of this collective bargaining agreement and the Broward County Benefit Program.

Section 2

Leave of absence without pay, including any extension, shall not affect an employee's continuous service providing there has been no impairment of his/her ability to perform the available work but if an employee fails to return to work within the term of leave, he/she shall be considered as absent without leave and subject to dismissal.

Section 3

At the end of the leave of absence, an employee will be entitled to reinstatement at a rate of pay not less than that which he/she received immediately prior to his/her leave of absence.

The employee, upon return, shall return to his/her old job or the equivalent.

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

Section 4

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

Section 5

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

Section 6

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

Section 7: Absence Without Leave

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement shall be deemed to be an absence without leave. Any such absence shall be without pay and shall be subject to disciplinary action.

ARTICLE 26

EDUCATION/TRAINING ASSISTANCE PROGRAM

Section A

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

Section B

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

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

as may be approved by the County Administrator.

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

ARTICLE 27

GROUP INSURANCE

Section 1

All employees covered by this agreement shall receive the same group insurance benefits as provided to all non-represented employees of Broward County and in accordance with the County Benefit Program.

It is agreed that when revisions in the current group insurance plan are considered, discussions will be held with representatives of the Port Everglades Public Works Maintenance Unit in order to obtain their views about such insurance coverage.

Section 2

For the duration of this agreement only from the signing of this Agreement through September 30, 2003), if the non-supervisory or supervisory units at Port Everglades regain fully employer paid health insurance benefits regardless of choice, the County will apply the same provisions to the Port Everglades Public Works Maintenance bargaining unit on the same terms and conditions as provided to the non-supervisory or supervisory units at Port Everglades, to the extent that this provision between the parties is not prohibited by state law and determinations by the Florida Public Employee Relations Commission (PERC). In the event that this provision contravenes state law or PERC determinations, this provision between the parties shall become inoperable and the provisions of Article 41 shall apply. This provision automatically expires on September 30, 2002.

ARTICLE 28

PENSION

Employees covered by this Agreement are members of the Florida Retirement System, and are governed by its rules and regulations. The County agrees that it will conform with all provisions of the Florida Retirement System established by law which affect it as a covered employer.

ARTICLE 29

STRIKES, SLOWDOWNS

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

The County agrees that there shall be no lock-out of employees in this bargaining unit.

ARTICLE 30

UNION DEDUCTIONS

Union deductions, including any amounts to the Union, Voluntary Political Action Fund, shall be made in accordance with forms provided by the Union and executed and authorized by the employee authorizing said deductions. There shall be no charge made by the County for these deductions. The exact amount of monies to be deducted for each employee shall be provided by the Union to the County. Any changes in the amounts to be deducted shall be given to the County thirty (30) days in advance. These monies, along with a list of each employee's name and monthly base wage, shall be transmitted to the Union within thirty (30) days after the monthly pay period deductions. The County shall also permit the union to maintain a separate payroll deduction slot designated specifically for the Union Insurance Program.

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

The Department of Port Everglades shall provide the Union with a listing of any new employees hired in job classifications covered under the Agreement within two (2) weeks of date of hire. Said listing to be forwarded to the Union's Florida office inclusive of date of hire, job classification, home address, and telephone number.

ARTICLE 31

PAID HOLIDAYS

Section 1

The following holidays will be observed as holidays for employees covered by this Agreement:

½ Day New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Day after Thanksgiving
Washington's Birthday	Veteran's Day
Memorial Day	½ Day Christmas Eve
Independence Day	Christmas Day

Section 2

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

Section 3

In the event that a holiday(s) falls outside the employee's work week, and that employee's work week is not Monday through Friday, the employee shall receive the equivalent of that holiday(s) as compensatory time and/or day(s) off. Said compensatory time and/or days off for the holiday(s) must be requested by the employee within sixty (60) days from the date of the holiday(s). In the event that the employee requests the compensatory time and/or day(s) off but

is denied said time and/or day(s) off, the employee shall, at his/her option either receive compensation in lieu of the compensatory time and/or day(s) off or designate another compensatory day and/or time

off. Said request shall not be unreasonably denied by the County. In the event that the employee fails to request his/her compensatory time and/or day(s) within sixty (60) days from the date of the holiday, then the County shall have the right to designate the equivalent day(s) and or time off on behalf of the employee.

Section 4

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

Section 5

Whenever a holiday listed in this Article falls on a Saturday or Sunday and the County designates a Friday or Monday as the holiday that designated day will apply only for employees working Monday through Friday schedules. For all other employees only, the actual holiday will be applicable for purposes of this Article.

In no case will any employee be entitled to consider both the actual and the designated holiday as a "holiday" for the purposes of compensation and time off in the application of this Article.

Section 6

Any employee who works on a designated holiday shall receive eight (8) hours holiday pay plus one and one-half (1 ½) times his/her regular rate of pay for hours worked on the holiday.

Section 7

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

Section 8

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

Absence from work on the day preceding or following the holiday will not deprive an employee of holiday pay only if due to previously scheduled vacation, death in the employee's immediate family, or proven illness or job related injuries.

Section 9

An employee who is absent from work the day preceding or the day following any two consecutive holidays because of personal illness must provide a doctor's certificate attesting to such illness in order to be eligible for holiday pay for the second consecutive holiday.

Section 10

Employees covered under this Agreement will be granted sixteen (16) hours paid leave per calendar year to be utilized for personal business. Appropriate notice shall be required in order to take such time off.

ARTICLE 32

WAGES AND PAY PLAN

Section 1

The County and the Union recognize and agree that the wage and pay plan provided in this Article shall constitute the official pay plan governing all persons employed in classifications included in this bargaining unit.

Section 2

Individuals hired into a position included in this unit shall assume the first step in the grade to which that position is assigned. Upon successful completion of a six (6) month probationary period, the employee's pay step shall be adjusted upward one (1) step. At the conclusion of one year of service in grade and upon the annual anniversary, the employee will be advanced two (2) pay steps until such time as the employee has reached the maximum pay step in the grade to which he/she is assigned. Such adjustments are, however, subject to satisfactory performance.

Effective January 1, 2000, the step movements for successful completion of a probationary period or annual anniversary will be discontinued for employees hired and/or transferred into a bargaining unit position on or after January 1, 2000.

Section 3

When an 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. 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 Section 2 of this Article.

Section 4

When an employee is demoted to a position assigned to 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.

Section 5

The pay grades, pay steps and wage rates shown in Appendix A1-3 shall remain effective for the periods stated therein.

Section 6

A. Fiscal Year 2000/2001

1. Effective April 1, 2001, all pay range maximum rates of pay will be adjusted upward five percent (5%), as reflected in Appendix "A-2". This pay plan adjustment does not result in a salary adjustment for employees. Such salary adjustment is provided in the following paragraph.

2. Effective April 1, 2001, (first full pay period in April 2001), all employees shall have their base hourly rate adjusted upward five percent (5%) not to exceed the maximum rate of their pay range.

B. Fiscal Year 2001/2002

1. Effective April 14, 2002, all pay range minimum and maximum rates of pay will be

adjusted upward five percent (5%), as reflected in Appendix "A-3". This pay plan adjustment does not result in a salary adjustment for employees. Such salary adjustment is provided in the following paragraph.

2. Effective April 14, 2002, (first full pay period in April 2002), all employees shall have their base hourly rate adjusted upward five percent (5%) not to exceed the maximum rate of their pay range, or to the new minimum rate whichever is greater.

C. Fiscal Year 2002/2003

1. Effective October 13, 2002, (first full pay period in October 2002), all pay range minimum and maximum rates of pay will be adjusted upward three percent (3%), as reflected in Appendix "A-4". This pay plan adjustment does not result in a salary adjustment for employees. Such salary adjustment is provided in the following paragraph.

2. Effective October 13, 2002, (first full pay period in October 2002), all employees shall have their base hourly rate adjusted upward three percent (3%) not to exceed the maximum rate of their pay range, or to the new minimum rate whichever is greater.

Section 7: Labor Management Committee.

Effective no later than March 30, 2001, the Union and the County agree to create a Labor Management Committee on incentives. The Labor Management Committee shall consist of three (3) representatives from the Union and three (3) from the County. The purpose of the this Committee will be to identify job related incentives that will compensate employees for increase job related performance. The Committee will reduce their recommendations to writing, and in turn, will be submitted to the County Administrator and the Union President for

approval. Once approved by the County Administrator and the Union President, the recommendations shall be implemented after the bargaining unit members have accepted and ratified the recommendations, and if necessary, acceptance by the County Commission.

Section 8

For the duration of this agreement only (from the date of signing of this Agreement through September 30, 2003), if the non-supervisory or supervisory units at Port Everglades retain employer contributed matching funds to Deferred Compensation regardless of choice, the County will apply the same provisions to the ~~District 2a~~ Port Everglades Public Works Maintenance Unit bargaining unit on the same terms and conditions as provided to the non-supervisory or supervisory units at Port Everglades, to the extent that this provision between the parties is not prohibited by state law and determinations by the Florida Public Employee Relations Commission (PERC). In the event that this provision between the parties contravenes state law or PERC determinations, this provision shall become inoperable and the provisions of Article 41 shall apply. This provision automatically expire on September 30, 2002.

Section 9

Effective within thirty (30) days of the signing of this Agreement, all bargaining unit employees in a bargaining unit position at the signing of this Agreement shall receive a one-time, gross, lump-sum payment, not part of base, in the amount of five hundred dollars (\$500.00), less any applicable taxes or deductions.

PAY GRADE ASSIGNMENTS

<u>JOB TITLE</u>	<u>GRADE</u>
Groundskeeper	1GB
Building Service Worker	1GB
Clerk/Radio Operator	1GB
Warehousekeeper	2GB
Maintenance Construction Worker	4GB
Sweeper Operator	4GB
Lead Groundskeeper	4GB
Lead Building Service Worker	4GB
Storekeeper	5GB
Fender Construction <u>Worker</u>	5GB
Painter	7GB
Auto Mechanic II	7GB
Terminal Service Lead Worker	7GB
Sign Painter	8GB
Ships Service Worker	8GB
Building Technician II	8GB
Overhead Door Mechanic	9GB
Equipment Operator	10GB
Welder	10GB
Auto Mechanic I	10GB
Loading Bridge Mechanic	10GB
Carpenter	10GB
Plumber	10GB
Electrician	11GB
A/C Mechanic	11GB
Building Technician I	11GB

ARTICLE 33

SUCCESSOR CLAUSE

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

ARTICLE 34

POLITICAL ACTIVITY

There shall be no restrictions placed on employees with regard to political activity.

Employees may hold membership in or support any political party, run for political office, vote as they choose, express their opinions and wishes on political issues and candidates, maintain partisan neutrality and attend political functions as long as these activities do not take place during the employees working hours.

ARTICLE 35

VOTING TIME

Employees will be granted reasonable time up to one hour (1) voting time for any County, State or Federal election.

ARTICLE 36

HEALTH INSURANCE FOR RETIREES &

SUBSTANCE PROGRAM

The County and the Union agree to hold discussions regarding a substance abuse program and the possibility of providing health insurance coverage for retirees, taking into account the availability and cost to the County in providing such coverage to retirees.

Otherwise retirees shall be eligible for benefits as any other retired County employee and in compliance with the Broward County Benefit Program, effective the date of signing of this agreement.

ARTICLE 37

DISCRIMINATION

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

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

ARTICLE 38

IMPASSE RESOLUTION

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

ARTICLE 39

USE OF PAYROLL UNIT FOR DISTRIBUTION OF UNION MATERIAL

Section 1

The County agrees to permit the Union to use the Finance Division of the Port for distribution of written material, provided that such material will only be disseminated on the normal payday. The Union shall notify and provide the material to be distributed to the Director of Administration no later than 11:00 a.m., two (2) days preceding the normal payday.

Such material, if considered by the County to be harmful to the conduct of the business of the County or the Department of Port Everglades or to its labor relations, shall not be distributed unless corrected by the Union immediately upon request.

Section 2

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

ARTICLE 40

PERSONAL PROPERTY DAMAGE

Section 1

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

Section 2

The County will reimburse the employee if:

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

Section 3

The County will not reimburse the employee if damage occurred:

- a) During lunch, break and refreshment period.
- b) Due to employee breaking normal rules of conduct expected in a business environment or violating safety rules.

Section 4

The claim must be presented on a prescribed form to the Director of Administration. The form must be approved by the employee's supervisor and department head and submitted within five (5) working days after damage occurs. A witness to the accident should be included whenever possible.

Section 5

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

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

ARTICLE 41

SAVINGS CLAUSE

If any provision of this Agreement, which shall include side letters to this agreement, or the application of such provision shall be rendered or declared invalid by any court of competent jurisdiction, including Florida Public Employees Relations Commission (PERC), the remaining parts or portions of this Agreement shall remain in full force and effect. In the event of the foregoing, the parties agree to renegotiate a replacement provision.

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

ARTICLE 42

MEDICAL EXAMINATION

Should the County determine that any employee is physically or mentally unfit to perform the essential duties for which the employee was employed, the employee may, at their option, have a review of the case in the following manner:

A. The employee may employ a licensed physician of their own choosing and at their own expense for the purpose of conducting a further medical examination for the same or recommended purpose of the medical examination made by the physician employed by the County. A copy of the findings of the physician so chosen by the employee involved shall be furnished to the County, and in the event such findings verify the findings of the physician employed by the County, no further medical review of the case shall be afforded.

B. In the event the findings of the physician chosen by the employee involved shall disagree with the findings of the physician employed by the County, the County and the employee involved shall, within five (5) days from such disagreement agree upon and select a third (3rd) board certified specialist in the area for which the employee complains, who is a qualified, licensed and disinterested, physician for the purpose of making a further medical examination of the employee involved. If the third (3rd) physician agrees to make a further medical examination of the employee involved, the employee must secure an appointment with the third (3rd) physician within five (5) days of such acceptance. The third (3rd) physician shall have five (5) days from the date of the physician's medical examination of the employee involved to submit the physician's findings to the County, the employee, and/or the Union. The findings of the third (3rd) neutral physician, shall determine the disposition of the case and be final and binding upon the parties hereto. The expense of the employment of such third (3rd) physician shall be borne equally by the County and the employee.

ARTICLE 43

LETTERS OF UNDERSTANDING

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

- 1) October 31, 2000 - RE: Exemption from Civil Service - Impact Bargaining
- 2) June 4, 2001 - RE: Article 8 - Safety, Article 17 - Uniforms, and Contractor Clean Up

ARTICLE 44

TERM OF CONTRACT

The provisions of this agreement shall become effective upon ratification of the Union membership and approval of the Board of County Commissioners for Broward County, Florida. The provisions of this agreement shall remain in full force and effect until September 30, 2003. It shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, at least sixty (60) days prior to the expiration date, that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days from the date of notice.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives, as of this _____ day of _____, 2001.

FEDERATION OF PUBLIC EMPLOYEES
A DIVISION OF THE NATIONAL
FEDERATION OF PUBLIC AND PRIVATE
EMPLOYEES
AFFILIATED WITH DISTRICT 1-MEBA
(AFL-CIO)
(PORT EVERGLADES PUBLIC WORKS
MAINTENANCE UNIT)

BROWARD COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS:

By _____
PRESIDENT

By _____
COMMISSION CHAIR

By _____
BARGAINING TEAM MEMBER

By _____
COUNTY ADMINISTRATOR

By _____
BARGAINING TEAM MEMBER

By _____
DIRECTOR - HUMAN RESOURCES

By _____
BARGAINING TEAM MEMBER

By _____
LABOR RELATIONS MANAGER

By _____
BARGAINING TEAM MEMBER

By _____
HUMAN RESOURCE ANALYST