

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA

-AND-

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

EFFECTIVE FISCAL YEAR 98/99 THROUGH 99/00

The parties hereby agree to enter into a two (2) year Collective Bargaining Agreement covering the period from October 1, 1998 through September 30, 2000 and incorporates by reference all provisions of the previous Agreement dated March 4, 1996, unchanged, with the exception of a change to the following provision of Article 14, Wages and Pay Plan:

Delete Old Section F

Add New Section F

1. Fiscal Year 1998/1999

- a. Effective the first full pay period in October 1998, all pay grades, pay steps and wage rates of pay will be adjusted upward five percent (5%), as reflected in Appendix A1.
- b. All bargaining unit employees employed in a bargaining unit position during Fiscal Year 1998/1999 (October 1, 1998 through September 30, 1999) and continuously employed in a bargaining unit position through the signing of this agreement or deceased between Fiscal Year 1998/1999 and the signing of this Agreement, shall receive the five (5) percent pay adjustment to base described in paragraph 1A above, prospectively not to exceed the new maximum rate of the pay range. Retroactive payment for this increase shall be equal to five (5) percent of the employee's wages as indicated on

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his/her 1998 W-2 (IRS) Form (Box 3 - Social Security Wages).

2. Fiscal Year 1999/2000

- A. Effective the first full pay period in October 1999, all pay grades, pay steps and wage rates will be adjusted upward five percent (5%), as reflected in Appendix A2.
- B. All bargaining unit employees employed in a bargaining unit position during Fiscal Year 1999/2000 (October 1, 1999 through September 30, 2000) and continuously employed in a bargaining unit position through the signing of this agreement or deceased between Fiscal Year 1999/2000 through the signing of this Agreement, shall receive the five (5) percent pay adjustment to base described in paragraph 2A above, prospectively not to exceed the new maximum rate of the pay range. Retroactive payment for this increase shall be equal to five (5) percent of the employee's wages as indicated on his/her 1999 W-2 (IRS) Form (Box 3 - Social Security Wages).

Subsequent to approval by the Broward County Commission, this Agreement shall be effective for the period between October 1, 1998 through September 30, 2000.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this _____ day of _____, 2000.

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

BROWARD COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By _____
DIVISION PRESIDENT

By _____
CHAIRPERSON

By _____
BUSINESS REPRESENTATIVE

By _____
COUNTY ADMINISTRATOR

By _____
WITNESS

By _____
WITNESS

By _____
WITNESS

By _____
WITNESS

PORT SUPERVISORY

AGREEMENT

-Between-

THE BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

-And-

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

Effective FY 2000/2001, 2001/2002 and 2002/2003

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ARTICLE 1

RECOGNITION

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

Included:

All regular full and part-time non-professional exempt employees employed by the Broward County Department of Port Everglades in the following classifications: Community Affairs Representative, Registered Survey Party Chief, Assistant Harbormaster, Senior Accountant, Accountant, Manager, Passenger Trades Development and Special Projects, Latin American Sales Manager, Wharfinger, Assistant Wharfinger, Maintenance Supervisor, Assistant to the Director of Operations, Foreign Trade Zone Warehouse Manager, Port Crane Engineer, Assistant Port Crane Engineer. Any employee employed in any other job classification mutually agreed to by the parties.

Excluded:

All other County 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-81-002, Certification #556, as amended, Certification of Exclusive Bargaining Representative.

ARTICLE 2

DISCRIMINATION

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

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

ARTICLE 3

MANAGEMENT RIGHTS

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

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

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

ARTICLE 4

GRIEVANCE PROCEDURE

Section 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 and other conditions of employment. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of the terms and provisions of this Agreement and other conditions of employment.

Section 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 shall first discuss promptly the alleged grievance with the immediate supervisor, either privately, or if said employee prefers, accompanied by the on-site Federation representative within a reasonable period of time of the date of the occurrence of the event giving rise to the grievance. The supervisor shall then respond within five working days.

Step 2.

In the event the aggrieved employee and/or the Union is not satisfied with the decision of the supervisor, the grievant and/or the on-site Federation representative shall present the grievance in writing to the employee's division head within five (5) working days of the date of the aforesaid decision. Upon presentation of this written grievance to the division head, and within five (5) working days thereafter, the division head, the employee and the on-site Federation representative shall attempt to resolve the same dispute and, within five (5) working days thereafter, the department head shall render a decision in writing to both the employee and to the on-site Federation representative.

Step 3.

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

Section 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 a reasonable period of time, grieve his discharge and/or suspension to the Port Director, or his designee who shall, within five (5) working days of the receipt of the same, meet with a representative of the Federation

in an attempt to resolve the grievance. At this meeting the employee and/or the on-site Federation representative shall also be present. Within five (5) working days after this meeting, the Port Director shall render his decision in writing.

Section 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.

Section 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 or the Federation fails to comply with any of the aforesaid time limitations in Steps 1-3 of the grievance procedure or Section C and/or D 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, and should the Federation fail to so comply the grievance shall be deemed denied and no relief granted.

Section F

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

Section G

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

ARTICLE 5

ARBITRATION

Section A

In the event any disputes and/or differences, including discharges and suspensions, have been properly processed through the grievance procedure without resolution, the Federation may demand arbitration and this demand, in writing, shall be presented to the Port Director, or his 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.

Section 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 Authority, unless directed otherwise by the arbitrator.

Section 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 6

IMPASSE RESOLUTION

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

ARTICLE 7

ON-SITE REPRESENTATIVE

Section A

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

Section B

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

Section C

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

Section D

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

ARTICLE 8

BULLETIN BOARDS

The County agrees that The Department of Port Everglades shall provide space on all bulletin boards within its jurisdiction for use by the Federation.

All notices to be posted shall be submitted to the Port Director or his designee. Upon receipt, and within one (1) working day, the Port Director or his designee shall have posted said notices.

ARTICLE 9

JOB POSTING, FILLING

VACANCIES AND NEW POSITIONS

When the County is actively seeking to fill a vacancy or creates a new position within this bargaining unit, the County shall be required to post said vacancy within five (5) working days of such an event. The notice shall be posted for three (3) consecutive working days and shall include a job description, job grade, rate of pay and deadline for application. Each regular full-time employee within the bargaining unit shall have the first opportunity to apply and be considered for such position. Following the posting deadline, the applicants shall be interviewed and evaluated based upon their ability to perform the job. All things being equal, the applicant with the most seniority shall be appointed.

ARTICLE 10

WORKING OUT OF CLASS

Section A

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

Section B

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

Section C

In the event that an employee is called back to work after he/she has completed his/her workday, that employee shall receive a minimum of two (2) hours re-call pay at the employee's overtime rate of pay.

ARTICLE 11

SAFETY BOARD

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

ARTICLE 12

WORK WEEK

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 Federation, in writing, two (2) weeks prior to any change. When an emergency exists, the two (2) week notice requirement may be waived.

ARTICLE 13

OVERTIME

Section A

An employee who works in excess of forty (40) hours per week shall receive, at the County's option, either compensatory time or paid overtime both at the employee's overtime rate of one and one-half (1 1/2) for every hour worked in excess of forty (40) hours per week. Business related travel is exempt from overtime payment.

Section B Call Back Pay

Any employee who is called back to work at a time other than his/her regularly scheduled hours of work/shift shall be granted a minimum of four (4) hours compensation at one and one-half (1 1/2) times his/her regular rate of pay regardless of time actually worked.

Section C Portal-to-Portal Pay

An affected employee shall be compensated from the time he/she reasonably leaves his/her residence and he/she shall continue to be compensated until said employee returns to his/her residence, unless the said employee is given at least eight hours prior notice of scheduled overtime.

Overtime hours contiguous to regularly scheduled hours of work/shift shall not be subject to portal-to-portal pay.

Portal-to-portal pay shall not apply if an employee is assigned to a full eight hour shift other than his/her regularly scheduled hours of work/shift.

ARTICLE 14

WAGES AND PAY PLAN

Section A

The County and the Federation 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 B

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-month probationary period, the employee's pay step shall be adjusted upward one 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.

Section C

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 B of this Article.

Section D

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 E

Individuals employed by the County at the time of ratification of this contract, will assume their proper grade and pay step and will be eligible for step adjustments as provided in Section B of this Article. If an employee's pay step assignment exceeds the highest pay step for that grade to which his/her position is assigned, the wage rate and pay step shall not be reduced, however, the employee shall not be eligible for pay step increases.

Section F

1. Fiscal Year 2000/2001

Effective the first full pay period in October 2000, all pay grades, pay steps and wage rates will be adjusted upward five percent (5%) as reflected in Appendix A1.

2. Fiscal Year 2001/2002

Effective the first full pay period of October 2001, all pay grades, pay steps and wage rates will be adjusted upward five percent (5%) as reflected in Appendix A2.

3. Fiscal Year 2002/2003

Effective the first full pay period in October 2002, all pay grades, pay steps and wage rates will be adjusted upward three percent (3%) as reflected in Appendix A3.

Section G

Effective at the end of the last pay period in Calendar Year 2000, all employer

contributions to any deferred compensation plan for any and all employees covered by this Agreement shall cease.

No later than the end of Calendar Year 2000, all bargaining unit employees who participated in Deferred Compensation and received employer matching contributions as of December 31, 1999, and are continuously employed in a bargaining unit position through the signing of this Agreement or deceased during Calendar Year 2000, shall receive a one-time, gross lump sum payment, not part of base salary, in the amount of Two Thousand and five hundred dollars (\$2,500), less any applicable taxes.

No later than October 31, 2001, all bargaining unit employees who participated in Deferred Compensation and received employer matching contributions as of December 31, 1999, and are continuously employed in a bargaining unit position through October 1, 2001 or deceased during Calendar Year 2000, shall receive a one-time, gross lump sum payment, not part of base salary, in the amount of Two Thousand and five hundred dollars (\$2,500), less any applicable taxes.

PAY GRADE ASSIGNMENTS

| <u>JOB TITLE</u> | <u>GRADE</u> |
|-------------------------------------|--------------|
| Community Affairs Representative | 3GS |
| Manager, Marketing Services | 3GS |
| Latin American Sales Manager | 4GS |
| Assistant Wharfinger | 4GS |
| FTZ Warehouse Manager | 4GS |
| Communications Supervisor | 4GS |
| Business Permit Manager | 4GS |
| I.D. Systems Specialist | 4GS |
| Accountant | 5GS |
| Senior Engineering Technician | 5GS |
| Engineering Office Manager | 5GS |
| Senior Survey Party Chief | 5GS |
| Registered Survey Party Chief | 6GS |
| Maintenance Supervisor | 6GS |
| Senior Accountant | 7GS |
| Wharfinger | 7GS |
| Assistant Port Crane Engineer | 7GS |
| Assistant Harbormaster | 7GS |
| Marketing/Manager/Cargo Development | 8GS |

PAY GRADE ASSIGNMENTS

| <u>JOB TITLE</u> | <u>GRADE</u> |
|---|--------------|
| Assistant to the Director of Operations | 10GS |
| Port Crane Engineer | 12GS |

ARTICLE 15

HOLIDAYS

Section A

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

| | |
|-------------------------------|------------------------|
| New Year's Day | Veteran's Day |
| Martin Luther King's Birthday | Thanksgiving Day |
| Washington's Birthday | Day After Thanksgiving |
| Memorial Day | 1/2 Day Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | 1/2 Day New Year's Eve |

Any holiday adopted by the Department of Port Everglades shall be incorporated by reference as a holiday with respect to the employees covered by this Agreement.

Section B

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

Section C

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 days off. Said compensatory time and/or days(s) 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 days off but is denied said time and/or day(s) off, the employee shall, at his 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 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 D

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 Director of Administration at Port Everglades shall designate the day to be taken off in lieu of said holiday.

Whenever a holiday listed in this Article falls on a Saturday or Sunday, and the Director of Administration at Port Everglades 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 E

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

Section F

Employees will be granted sixteen (16) hours paid leave per calendar year to be

utilized for personal business. Notice to the employee's supervisor forty-eight (48) hours in advance shall be required to take such time off, except in the event of a personal emergency.

ARTICLE 16

VACATION

Each regular employee shall be entitled to vacation with pay based on the schedule below:

Ten (10) working days each year for the first four (4) years of employment;

Fifteen (15) working days each year for years five (5) through nine (9);

Twenty (20) days each year for years ten (10) and over.

Employees will be entitled to the scheduled vacation above or pay therefore, in event of resignation or termination, only after completion of twelve (12) months of continuous service. An employee may be permitted to take five (5) days of vacation with pay after completion of six (6) months continuous service upon the Department Director's approval but if the employee's service is terminated for any reason before twelve (12) calendar months, the amount paid for vacation will be deducted from the employee's final check. Vacations are earned on the basis of length of service with the County.

Vacation must be taken in the calendar year in which due. If the first anniversary of employment does not permit sufficient time to take such vacation before the end of the year, all, or part, of the vacation may be deferred, but must be taken before January 31st of the next calendar year. After the first anniversary of employment, an employee will become entitled to his/her next vacation year and the vacation year will coincide with the calendar year thereafter. Any vacation not taken in the year in which due shall be forfeited unless postponed at the Port Director's request in which case the employee will be permitted to take such

vacation the next calendar year, provided such vacation is taken before March 31st, or at the County's or employees option, the employee may receive cash payment in lieu of accrued vacation hours. The County agrees to give employees at least thirty (30) days notice before canceling scheduled vacation except for emergencies. The employees in this unit must submit a written request for vacation dates prior to March 1 of each calendar year. Once approved by the County, any changes in the employee's vacation schedule must be approved by his/her Division Head with the understanding that any requested changes will not be unreasonably withheld.

In the calendar years in which his/her fourth and ninth employment anniversaries fall, an employee may schedule an additional week of vacation with pay beginning January 1st of that year but if the employee resigns or is terminated prior to his/her anniversary date, the additional vacation pay will be deducted from the employee's final check. When an employee resigns, he/she will be paid for any unused vacation in the previous year plus any vacation pay earned in the current calendar year. Each employee entitled to a vacation may indicate his/her preferred vacation time and such request will be considered in continuous service order and granted when practicable but it is understood that efficient operation of the Department shall be the first consideration and the County shall have the right to assign vacations on that basis.

All pay due an employee while on vacation will be made available to the employee on the last working day preceding the vacation leave, provided the employee has submitted a written request for such pay, and such written request has been received by the Finance Division at Port Everglades no less than fourteen (14) days prior to the date such pay is

desired.

An employee's vacation pay will be based on the employee's bi-weekly pay rate in effect at the end of the payroll period completed just prior to the beginning of vacation. A working day for vacation purposes will be eight (8) hours.

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

ARTICLE 17

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 vacation leave.

Employees may use sick leave credit for personal illness or injury or illness occurring in the immediate family as defined in Article 29 providing that the employee notifies his/her division/department director on the first day of absence for such illness or injury and states the reason for the absence.

When an employee is disabled because of an occupational injury or illness incurred while performing assigned duties for the Authority for which he is eligible to receive Workers' Compensation payments, he/she will receive a supplementary salary payment during the time such Workers' Compensation is paid in an amount equal to the difference between the maximum Workers' Compensation benefit payable and sixty percent (60%) of the employee's base salary paid in the period just prior to the disability for a maximum of ninety (90) working days.

In addition, such employee may elect to receive additional supplementary salary payments during the time such Workers' Compensation is paid which will provide him/her with approximately the same net pay as he/she had received prior to the disability. If he/she so elects sick leave credits in hours accumulated as of the beginning date of the disability will be used to provide such supplement. The credits will be valued according to the employee's daily

rate of pay at the time the disability began and the amount of the supplement will be charged against such credits when paid bi-weekly.

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 disabled employee. Such transfer of such sick leave credits shall be on a form provided by the Authority.

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.

An employee 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 this Article shall be one hundred forty (140) days of sick leave credit.

ARTICLE 18

LEAVE OF ABSENCE WITHOUT PAY

Section A

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. Efficient operation shall be the first consideration for approval of such leave. The term of the leave of absence shall be in writing and the leave will not be for more than six (6) months but the term may be extended for one (1) additional six (6) month period at the option of the Port Director or his designee.

For purposes of Maternity Leaves of Absence without pay, the leave of absence, beyond the vacation to which an employee is entitled, will be granted. However, this section shall not exclude any benefits to which employees are entitled for Maternity purposes under any other benefits provided for by the County.

Section B

Such leave, 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, the employee's continuous service shall be broken and employment shall be terminated.

Section C

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.

Section D

During the leave of absence, 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 E

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 F

An employee who is granted an unpaid leave of absence may keep the insurance coverage on himself/herself and his/her dependents in effect by paying the entire premium for such coverage without contribution by the County in advance each month during the period of such leave.

ARTICLE 19

PROBATION

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

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

In the event that an employee 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 probationary period, that the employee has not satisfactorily performed that job, or the employee, within the probationary period, determines that he/she no longer desires to remain in that position, the employee automatically shall return to his previous position with the Department of Port Everglades with no loss of seniority and/or other fringe benefits.

ARTICLE 20

RULES AND REGULATIONS

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

ARTICLE 21

TERMINATION

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

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

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

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

other benefits to which that employee may be entitled under the Collective Bargaining Agreement and Rules and Regulations of the County, shall receive termination pay according to the following schedule.

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

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

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

ARTICLE 22

LAYOFF AND RECALL

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

In the event of a reduction in force, furlough, layoff abolishment of the Department of Port Everglades, division or job classification, the bargaining unit employee with the least seniority as defined in Article 23, shall be the first to be affected and said reduction in force, furlough, layoff, abolishment of the Department of Port Everglades, division or job classification shall continue in the same order thereafter. Any employee who is affected by the above shall have the option of displacing any junior employee in an equal or lower job classification employed by the Department provided the employee is able to perform the duties of that job classification. Any employee whose employment is affected by any of the circumstances contained above, shall, for a one (1) year period, have the right to fill any subsequent vacancy in the work force provided he/she has the ability to perform the duties of that position. The County shall notify, by certified mail, any affected employee of any vacancy.

ARTICLE 23

SENIORITY

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

ARTICLE 24

UNIFORMS AND EQUIPMENT

Section A

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

Section B

The County agrees to provide all tools and equipment that are necessary for an employee to fulfill all his/her work assignments.

Section C

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

ARTICLE 25

UNION DEDUCTIONS

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

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

ARTICLE 26

USE OF PAYROLL UNIT FOR DISTRIBUTION OF UNION MATERIAL

Section A

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

Section B

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

ARTICLE 27

JURY DUTY

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.

If an employee assigned to a first or third shift, said employee shall be assigned to the second shift. The two week notice of change of work schedule, as provided for in Article 12, shall be waived.

For purposes of this article, shifts shall be defined as:

Second Shift: All work shifts which begin between 4 a.m. and 11:59 a.m.

Third Shift: All work shifts which begin between 12 noon and 7:59 p.m.

First Shift: All work shifts which begin between 8 p.m. and 3:59 a.m.

ARTICLE 28

MILITARY LEAVE

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

ARTICLE 29

BEREAVEMENT LEAVE

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

- (a) If the death occurs within the State of Florida - four (4) compensated working days.
- (b) If the death occurs outside the State of Florida - five (5) compensated working days.

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

ARTICLE 30

PALLBEARER

In the event that an employee is requested to serve as an unpaid pallbearer, the employee may do so without loss of pay or fringe benefits for a maximum of two (2) days per calendar year. This provision shall not apply to any employee eligible for leave as provided in Article 29, Bereavement Leave.

ARTICLE 31

EDUCATIONAL REIMBURSEMENTS

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 Personnel Director if denied.
- C. Request for educational leave must have final approval in advance by the Human Resources Director and shall not exceed a total of twenty (20) working days or one hundred sixty (160) work hours in any one (1) calendar year per

employee, except as may be approved by the County Administrator.

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

ARTICLE 32

PERSONAL PROPERTY DAMAGE

Section A

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 B

The County will reimburse the employee if:

1. The damage occurred while in the performance of County business on County property or elsewhere if under the direction of the employee's supervisor.
2. The damage occurred during the employee's working hours.
3. 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.
4. The employee was wearing protective equipment where prescribed for a given job.

Section C

The County will not reimburse the employee if:

1. During lunch, break and refreshment period.
2. While breaking normal rules of conduct expected in a business environment or violating safety rules.

Section D

The claim must be presented on a prescribed form to the Director of Administration at Port Everglades. The form must be approved by the employee's supervisor and department head and submitted within two (2) working days after damage occurs. A witness

to the accident should be included whenever possible.

ARTICLE 33

POLITICAL ACTIVITY

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

ARTICLE 34

STRIKES, SLOWDOWNS

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

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

ARTICLE 35

VOTING TIME

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

ARTICLE 36

SUCCESSOR CLAUSE

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

ARTICLE 37

SAVINGS CLAUSE

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

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

ARTICLE 38

TOTALITY OF AGREEMENT

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

ARTICLE 39

GROUP INSURANCE

Effective January 1, 2001, all employees covered by this Agreement shall receive the same group insurance benefits as provided to other County employees in accordance with the County Benefit Program.

ARTICLE 40

LONG TERM DISABILITY PLAN

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

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

ARTICLE 41

TERM OF AGREEMENT

The provisions of this agreement are for the fiscal years 2000/01, 2001/02, and 2002/03 and shall be effective upon ratification of the Union membership and approval of the Board of County Commissioners for Broward County, Florida except as otherwise provided in the agreement, and shall continue in force thereafter, through September 30, 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 anniversary date, that it desires to terminate or modify this agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date.

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 _____, 200__.

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

BROWARD COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By _____
DIVISION PRESIDENT

By _____
CHAIRPERSON

By _____
BUSINESS REPRESENTATIVE

By _____
COUNTY ADMINISTRATOR

By _____
WITNESS

By _____
WITNESS

By _____
WITNESS

By _____
WITNESS

APPENDIX A1

(Effective October 2000)

STEPS

| | A | B | C | D | E | F | G | H | I |
|-------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1GS | 31,340 | 32,124 | 32,930 | 33,752 | 34,597 | 35,460 | 36,348 | 37,258 | 38,190 |
| 2GS | 33,752 | 34,597 | 35,460 | 36,348 | 37,258 | 38,190 | 39,145 | 40,122 | 41,127 |
| 3GS | 36,348 | 37,258 | 38,190 | 39,145 | 40,122 | 41,127 | 42,156 | 43,213 | 44,290 |
| 4GS | 39,145 | 40,122 | 41,127 | 42,156 | 43,213 | 44,290 | 45,397 | 46,528 | 47,693 |
| 5GS | 42,156 | 43,213 | 44,290 | 45,397 | 46,528 | 47,693 | 48,888 | 50,110 | 51,363 |
| 6GS | 45,397 | 46,528 | 47,693 | 48,888 | 50,110 | 51,363 | 52,645 | 53,965 | 55,312 |
| 7GS | 48,888 | 50,110 | 51,363 | 52,645 | 53,965 | 55,312 | 56,696 | 58,113 | 59,569 |
| 8GS | 52,645 | 53,965 | 55,312 | 56,696 | 58,113 | 59,569 | 61,055 | 62,581 | 64,147 |
| 9GS | 56,696 | 58,113 | 59,569 | 61,055 | 62,581 | 64,147 | 65,753 | 67,396 | 69,081 |
| 10GS | 61,055 | 62,581 | 64,147 | 65,753 | 67,396 | 69,081 | 70,808 | 72,577 | 74,397 |
| 11GS | 65,753 | 67,396 | 69,081 | 70,808 | 72,577 | 74,397 | 76,293 | 78,201 | 80,157 |
| 12GS | 69,081 | 70,808 | 72,577 | 74,397 | 76,293 | 78,201 | 80,157 | 82,161 | 84,216 |

Port Supervisory

APPENDIX A2

(Effective October 2001)

STEPS

| | A | B | C | D | E | F | G | H | I |
|-------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1GS | 32,907 | 33,730 | 34,576 | 35,439 | 36,327 | 37,233 | 38,166 | 39,121 | 40,100 |
| 2GS | 35,439 | 36,327 | 37,233 | 38,166 | 39,121 | 40,100 | 41,102 | 42,128 | 43,183 |
| 3GS | 38,166 | 39,121 | 40,100 | 41,102 | 42,128 | 43,183 | 44,264 | 45,374 | 46,504 |
| 4GS | 41,102 | 42,128 | 43,183 | 44,264 | 45,374 | 46,504 | 47,667 | 48,855 | 50,078 |
| 5GS | 44,264 | 45,374 | 46,504 | 47,667 | 48,855 | 50,078 | 51,332 | 52,616 | 53,931 |
| 6GS | 47,667 | 48,855 | 50,078 | 51,332 | 52,616 | 53,931 | 55,278 | 56,663 | 58,078 |
| 7GS | 51,332 | 52,616 | 53,931 | 55,278 | 56,663 | 58,078 | 59,531 | 61,018 | 62,548 |
| 8GS | 55,278 | 56,663 | 58,078 | 59,531 | 61,018 | 62,548 | 64,108 | 65,710 | 67,355 |
| 9GS | 59,531 | 61,018 | 62,548 | 64,108 | 65,710 | 67,355 | 69,041 | 70,766 | 72,535 |
| 10GS | 64,108 | 65,710 | 67,355 | 69,041 | 70,766 | 72,535 | 74,349 | 76,206 | 78,117 |
| 11GS | 69,041 | 70,766 | 72,535 | 74,349 | 76,206 | 78,117 | 80,108 | 82,111 | 84,165 |
| 12GS | 72,535 | 74,349 | 76,206 | 78,117 | 80,108 | 82,111 | 84,165 | 86,269 | 88,427 |

APPENDIX A3

(Effective October 2002)

STEPS

| | A | B | C | D | E | F | G | H | I |
|-------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1GS | 33,895 | 34,742 | 35,614 | 36,502 | 37,416 | 38,350 | 39,311 | 40,295 | 41,303 |
| 2GS | 36,502 | 37,416 | 38,350 | 39,311 | 40,295 | 41,303 | 42,335 | 43,392 | 44,479 |
| 3GS | 39,311 | 40,295 | 41,303 | 42,335 | 43,392 | 44,479 | 45,592 | 46,735 | 47,899 |
| 4GS | 42,335 | 43,392 | 44,479 | 45,592 | 46,735 | 47,899 | 49,097 | 50,320 | 51,580 |
| 5GS | 45,592 | 46,735 | 47,899 | 49,097 | 50,320 | 51,580 | 52,872 | 54,194 | 55,549 |
| 6GS | 49,097 | 50,320 | 51,580 | 52,872 | 54,194 | 55,549 | 56,936 | 58,363 | 59,820 |
| 7GS | 52,872 | 54,194 | 55,549 | 56,936 | 58,363 | 59,820 | 61,317 | 62,849 | 64,424 |
| 8GS | 56,936 | 58,363 | 59,820 | 61,317 | 62,849 | 64,424 | 66,031 | 67,682 | 69,375 |
| 9GS | 61,317 | 62,849 | 64,424 | 66,031 | 67,682 | 69,375 | 71,112 | 72,889 | 74,711 |
| 10GS | 66,031 | 67,682 | 69,375 | 71,112 | 72,889 | 74,711 | 76,579 | 78,492 | 80,460 |
| 11GS | 71,112 | 72,889 | 74,711 | 76,579 | 78,492 | 80,460 | 82,511 | 84,574 | 86,690 |
| 12GS | 74,711 | 76,579 | 78,492 | 80,460 | 82,511 | 84,574 | 86,690 | 88,857 | 91,080 |

Port Supervisory