

ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT  
RESULTING FROM REOPENER BETWEEN  
BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA  
AND  
THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES, AFL-CIO, LOCAL 2200 (AFSCME, Local 2200 - PORT EVERGLADES  
MAINTENANCE UNIT)  
EFFECTIVE FOR FISCAL YEAR 2019/2020

This Addendum is entered into by and between Broward County and AFSCME, Local 2200. For good and valuable consideration, the parties here to agree and acknowledge as follows:

1. The parties have entered into a Collective Bargaining Agreement covering the period of October 1, 2017 through September 30, 2020 (the "CBA"). Under the CBA, for Fiscal Year 2019/2020, the parties have the right to reopen Article 12, Wages and Compensation, in addition to any three (3) other articles. The parties agreed to reopen Articles 16, 17, 18, 19 and 33, in addition to one (1) Letter of Understanding.

2. As a result of the reopening, **Article 12 – Wages and Compensation, Section 1 D**, shall be modified as follows effective on the first full pay period in October of 2019 (October 6, 2019):

**Article 12 – Wages and Compensation**

**Section 1**

D. Fiscal Year 2019/2020:

1. For Fiscal Year 2019/2020, effective on the first full pay period in October of 2019 (October 6, 2019), eligible bargaining unit employees, who on their most recent annual performance review or other performance-based evaluation program received a rating of "Meets Overall Expectations" or "Exceeds Overall Expectations" will receive a one (1) step increase within the salary range. Those current employees recently hired and who have yet to receive their annual performance review for their current position as of October 5, 2019, shall also receive the one (1) step increase within the salary range. To be eligible, employees must be employed in a Bargaining Unit position as of the effective date, and be employed by the County as of October 5, 2019.

2. Eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 5, 2019, will not be eligible for a base hourly adjustment as provided in Section D.1. above. Those employees will receive a one-time, gross lump sum amount equal to two percent (2.0%) of the employee's base annual salary.

3. All current employees who on their most recent annual performance evaluation received a rating of "Does Not Meet Overall Expectations" will not be eligible to receive the annually determined step increase at this time. However, in accordance with County

Policy, such employees should be placed on a formal Performance Improvement Plan with a time duration of ninety (90) days and receive a "Special Performance Evaluation". At the conclusion of the Performance Improvement Plan time frame, those employees with a performance rating that at least "Meets Overall Expectations" will receive the annually determined step increase, prospectively.

#### **Section 4.**

The County agrees to pay employees in the job classifications listed below, who provide documentation of an FDEP Water Distribution System Operator License, a five percent (5%) pay differential for each certificate designated as Level "II" and/or "I". In no event will an employee receive more than a total of a ten percent (10%) pay differential. Any cost involved in acquiring any certificate by an employee shall not be paid by the County. The intent of this article is not to doubly compensate an employee with a double "II" or a double "I" certificate. The employees in the following job classifications may be eligible for certification differential pay outlined in this section:

1. Plumber
2. Electrician

#### **Article 16 - Overtime**

F. Standby:

2. Employees assigned to standby duty by their supervisor are guaranteed two (2) hours standby duty pay at their straight time base rate for each regular work day of standby duty assigned and scheduled; and three (3) hours pay at their straight time base rate for regular days off, with day defined as a 24 hour time period.

#### **Article 17 - Holidays**

Amend Section 4.C. to add banked holidays to the covered employees annual leave bank.

C. If the observed holiday falls on the employee's regular schedule day off, the employee will be given holiday pay as defined in Section 2 above in addition to the normal scheduled work week at straight time rate of pay; or the employee may elect to have the applicable number of hours of holiday pay added to their annual leave bank in lieu of holiday pay.

#### **Article 18 – Annual Leave**

Amend Section 1. to remove the requirement that new employees cannot take annual leave until their probationary period has been served.

Section 1:

Annual leave may be requested for personal or emergency reasons, vacation, or to cover a continuing absence due to illness when all applicable accrued sick leave has been exhausted. Full-time and regular part-time employees who are members of the

bargaining unit may request annual leave pursuant to the accrual rate set forth in this agreement. Annual leave shall be accrued with reference to completed months of continuous service and is earned immediately upon employment. Leave may only be used as earned and annual leave with pay shall not be allowed in advance of being earned. Any approved leave of absence without pay will not be included in the computation or accrual of annual leave.

**Article 19 – Sick Leave**

Amend Section 8. Allowing employees to use their forty (40) hours of their accrued sick leave in any one payroll calendar year to care for an ill immediate family member.

Section 8: Family Illness Leave:

Employees who have successfully completed an initial probationary period and who are otherwise eligible to earn and use sick and annual leave may be allowed to use up to a maximum of forty (40) hours of their accrued sick leave in any one payroll calendar year to care for an ill immediate family member. Immediate family shall be defined as the employee's spouse, registered domestic partner, father, mother, son, daughter, stepson/daughter if domiciled in the employee's household, and persons determined "in loco parentis" (in the place of the parent) by the Human Resources Director.

**Article 33 – Letter of Understanding (LOU)**

Adding LOU regarding Enterprise Resource Project and Human Capital Module Implementation.

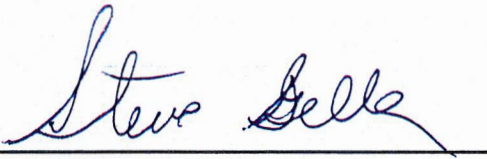
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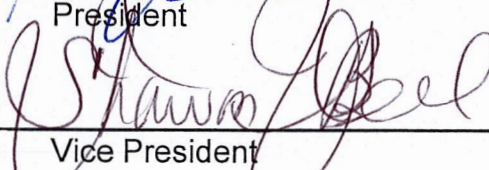
IN WITNESS WHEREOF, the parties hereto have caused this Agreement between the Board of County Commissioners, Broward County, Florida and AFSCME, Local 2200, Broward County Port Maintenance Unit for FY 2019/20 to be executed and signed by their duly authorized representatives, as of this 28th day of September, 2021.

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

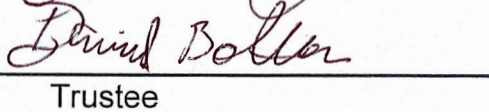
BROWARD COUNTY, FLORIDA  
BOARD OF COUNTY  
COMMISSIONERS

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

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

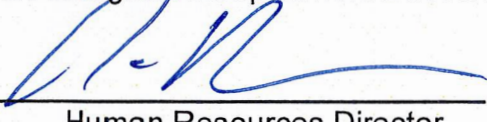
By   
\_\_\_\_\_  
Vice President

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

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

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


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

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

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

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

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

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

## ARTICLE 12

### WAGES AND COMPENSATION

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

B. Fiscal Year 2017/2018:

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

2. Eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 7, 2017, will not be eligible for a base hourly adjustment as provided in Section A.1. above. Those employees will receive a one-time, gross lump sum amount equal to three percent (3.0%) of the employee's base annual salary.

3. Bargaining unit employees who on their annual performance evaluation receive a "Does Not Meet Overall Expectations" will not be eligible to receive the annually determined step increase at that time. However, in accordance with County policy, such employees should be placed on a formal Performance Improvement Plan

with a time duration of ninety (90) calendar days and receive a “Special Performance Evaluation.” At the conclusion of the Performance Improvement Plan timeframe, those employees with a performance rating that at least “Meets Overall Expectations” on a special performance evaluation will receive the annually determined step increase, prospectively.

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

5. For Fiscal Year 2017/2018, effective on the first full pay period in April of 2018 (April 8, 2018), eligible bargaining unit employees who on their most recent annual performance review or other performance-based evaluation program received a rating of “Meets Overall Expectations” or higher will receive a one (1) step increase within range. For all eligible bargaining unit employees, who have five (5) or more years of continuous service experience in their current County job classifications as of April 7, 2018, and who are below the 25th percentile of their pay grade, shall have their salary adjusted upward to the step closest to the 25th percentile of their pay grade without going over,

or the one (1) step increase provided herein.

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

C. Fiscal Year 2018/2019:

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

2. Eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 6, 2018, will not be eligible for a base hourly adjustment as provided in Section B.1. above. Those employees will receive a one-time, gross lump sum amount equal to two percent (2.0%) of the employee's base annual salary.

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

prospectively.

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

5. For Fiscal Year 2018/2019, effective on the first full pay period in April of 2019 (April 7, 2019), eligible bargaining unit employees who have three (3) or more years of continuous service experience in their current County job classifications as of April 6, 2019, and who are below the 25th percentile of their pay grade, shall have their salary adjusted upward to the step closest to the 25th percentile of their pay grade without going over.

D. Fiscal Year 2019/2020:

1. For Fiscal Year 2019/2020, effective on the first full pay period in October of 2019 (October 6, 2019), eligible bargaining unit employees, who on their most recent annual performance review or other performance-based evaluation program received a rating of "Meets Overall Expectations" or "Exceeds Overall Expectations" will receive a one (1) step increase within the salary range. Those current employees recently hired



and who have yet to receive their annual performance review for their current position as of October 5, 2019, shall also receive the one (1) step increase within the salary range. To be eligible, employees must be employed in a Bargaining Unit position as of the effective date, and be employed by the County as of October 5, 2019.

2. Eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 5, 2019, will not be eligible for a base hourly adjustment as provided in Section D.1. above. Those employees will receive a one-time, gross lump sum amount equal to two percent (2.0%) of the employee's base annual salary.

3. All current employees who on their most recent annual performance evaluation received a rating of "Does Not Meet Overall Expectations" will not be eligible to receive the annually determined step increase at this time. However, in accordance with County Policy, such employees should be placed on a formal Performance Improvement Plan with a time duration of ninety (90) days and receive a "Special Performance Evaluation". At the conclusion of the Performance Improvement Plan time frame, those employees with a performance rating that at least "Meets Overall Expectations" will receive the annually determined step increase, prospectively.

When a bargaining unit employee is promoted to a position assigned to a higher grade, his/her wage rate shall be adjusted to the minimum pay step in the higher grade or 2 steps whichever is greater. If the employee's current pay step exceeds the minimum pay step in the higher grade, the employee's wage rate shall be increased by two (2) steps provided it does not exceed the maximum of the new grade. The employee shall then be eligible for step increases as provided in this Article.

F. When a bargaining unit employee is demoted to a position assigned to with a lower grade, his/her pay step shall be decreased by three (3) pay steps provided that

the decrease is not below the minimum of the new grade. If the adjustment would place the employee's pay step below the minimum step for the lower grade, the employee will assume the first step in the lower grade.

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

**Section 2:**

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

B. Eligibility for certification differential pay shall be based upon the job relatedness of the specific certification to the individual employee's current job assignments as determined by the Division Director. The number of ASE certifications for which an employee may receive certification differential pay will be limited to a total of nineteen (19) from the following ASE and NAEVT areas of competence:

1. Engine Performance
2. Heating and Air Conditioning
3. Electrical Systems

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

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

**Section 3:**

A. The County agrees to pay employees in the below stated job classifications, who provide documentation of an advanced certificate specific to the employees job duties, a five percent (5%) pay differential for a certificate designated as a “Mechanical Journey Level/Certificate of Competency,” issued by Broward County’s Building Code

Service Division. In no event will an employee receive more than a total of five percent (5%) pay differential. Any cost involved in acquiring any certificate by an employee shall not be paid by the County. The intent of this article is not to doubly compensate an employee with a double certificate.

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

#### **Section 4.**

The County agrees to pay employees in the job classifications listed below, who provide documentation of an FDEP Water Distribution System Operator License, a five percent (5%) pay differential for each certificate designated as Level "II" and/or "I". In no event will an employee receive more than a total of a ten percent (10%) pay differential. Any cost involved in acquiring any certificate by an employee shall not be paid by the County. The intent of this article is not to doubly compensate an employee with a double "II" or a double "I" certificate. The employees in the following job classifications may be eligible for certification differential pay outlined in this section:

1. Plumber
2. Electrician

#### **Section 5:**

Salary Adjustment Authority: The County Administrator has the authority to increase the salary of the bargaining unit employees within the range of the employee's applicable salary range after the applicable agency advises the Union and offers an opportunity to "meet and confer" about the decision. In the event the Union disagrees with the Administrator's decision, the County may still implement the adjustment and such decision shall not be grievable. The County Administrator also has the authority to adjust

the pay grades upward based on market review outside of the bargaining process. Prior to implementing any pay grade adjustments, the Union will be advised and offered an opportunity to “meet and confer” about the decision. In the event the Union disagrees with the Administrator’s decision, the County may still implement the pay grade adjustment and such decision shall not be grievable.

## **ARTICLE 16**

### **OVERTIME**

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

A. All hours authorized and worked in excess of forty (40) hours in a seven (7) day work period shall be compensated at the rate of one and one-half times the employee's regular rate of pay consistent with the provisions of the Fair Labor Standards Act (FLSA). Additional hours worked under forty (40) hours in a week to make up for the time adjustment or other non-worked hours will be paid at straight time (not time and a half). There shall be no compensatory time in lieu of overtime pay. Overtime will be paid in fifteen (15) minute increments.

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

1. Hours off for workers' compensation;
2. Call back pay as defined in Section C of this Article, shall only be computed as time worked for determining overtime eligibility, the intent being to help toward making the work week whole, in either of two cases:
  - (a) Where an employee has utilized authorized sick leave during the scheduled workweek; or
  - (b) Where an employee receives a time adjustment of up to 2.5 hours per week (for example, the adjustment between the normal work week of 37.5 hours to 40 hours), however, not

more than 2.5 hours of call back pay per week shall cause the time adjustment to be considered hours worked;

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

C. **Call Back Pay:**

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

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

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

D. **Emergency Working Conditions:**

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

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

2. Any Bargaining Unit member who is ordered, or assigned as a result of volunteering, by the County to work during the declared emergency shall be compensated at double their straight time base hourly rate for all hours actually worked.

This compensation is in lieu of any other compensation.

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



F. **Standby:**

1. In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule employees to standby duty. A standby duty assignment authorized by a supervisor requires an employee to be available for work due to an urgent situation on the employee's off-duty time which may include nights, weekends, or holidays. Employees shall be required to be on standby duty when assigned unless excused by supervision.

2. Employees assigned to standby duty by their supervisor are guaranteed two (2) hours standby duty pay at their straight time base rate for each regular work day of standby duty assigned and scheduled; and three (3) hours pay at their straight time base rate for regular days off, with day defined as a 24 hour time period.

3. Employees while on standby duty when called to work will, in addition to the standby duty pay provided in Section 2 above, be paid as follows: For the initial call for each regular work day or regular day off of standby duty, the employee will be paid for actual time worked with a minimum guarantee of two (2) hours pay. For all other calls during standby duty, the employee will be paid for actual time worked. For pay purposes, actual time worked starts at the time of notice, and ends when the employee would reasonably be expected to return to home. The employee is expected to respond to the call in a reasonable amount of time following notice. In the event any employee who is on standby duty fails to respond to a call to work the employee will forfeit the standby duty pay and may be subject to possible disciplinary measures.

4. Employees will not be assigned and scheduled to standby duty if excused in advance by a supervisor outside the bargaining unit. However, in the event the supervisor cannot schedule the required number of employees for standby duty, then any previously excused employees will be required to serve the necessary standby duty.

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

## **ARTICLE 17**

### **HOLIDAYS**

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

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
Two (2) personal days (in the form of Annual Leave, as described in Section 2 below).

### **Section 2:**

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

All full-time employees shall receive two (2) personal days of eight (8) or ten (10) hours each in the form of Annual Leave, credited to the employee's annual leave accrual balance effective on the first full pay period in January. Regular part-time 20+ hour employees shall receive two (2) personal days of four (4) hours each.

### **Section 3:**

A. An employee who fails to work their scheduled work day before or after the holiday forfeits the holiday pay for that holiday unless the employee provides a physician's

certificate as to their physical condition being incapacitated on the actual day missed.

This requirement may be waived at the sole discretion of the County.

B. An employee who fails to work their scheduled work day on the holiday forfeits the holiday pay for that holiday unless the employee provides a physician's certificate as to their physical condition being incapacitated on the actual day missed, however, shall an employee provide a physician's certificate, the employee shall receive holiday pay plus sick leave pay for that day. An employee who does not provide a physician's certificate and is otherwise eligible to use sick leave, will be compensated for the sick leave only.

**Section 4:**

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

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

C. If the observed holiday falls on the employee's regular schedule day off, the employee will be given holiday pay as defined in Section 2 above in addition to the normal scheduled work week at straight time rate of pay; or the employee may elect to have the applicable number of hours of holiday pay added to their annual leave bank in lieu of holiday pay.

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

on the designated holiday.

**Section 5:**

In the event the Board of County Commissioners for Broward County, Florida designates a paid holiday, other than those listed in Section 1, for employees of other bargaining units, the parties agree that the employees covered by this Agreement will likewise enjoy said holidays, on the same terms and conditions set forth in this article.

**ARTICLE 18**  
**ANNUAL LEAVE**

**Section 1:**

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

**Section 2**

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

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

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

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

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

B. Employees may submit a written request for annual leave dates prior to March 1 of each calendar year on an approved leave form. Once approved, any changes in an employee's annual leave schedule must be approved by his/her division director. No such change shall be unreasonably denied.

**Section 4:**

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

**Section 5:**

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

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

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

**Section 7:**

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

**Section 8:**

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



## **ARTICLE 19**

### **SICK LEAVE**

#### **Section 1:**

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

#### **Section 2:**

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

#### **Section 3:**

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

#### **Section 4:**

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

of the Administrative Code shall apply to bargaining unit employees.

**Section 5:**

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

**Section 6:**

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

**Section 7: Sick Leave Conversion:**

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

**Section 8: Family Illness Leave:**

Employees who have successfully completed an initial probationary period and who are otherwise eligible to earn and use sick and annual leave may be allowed to use up to a maximum of forty (40) hours of their accrued sick leave in any one payroll calendar year to care for an ill immediate family member. Immediate family shall be defined as the employee's spouse, registered domestic partner, father, mother, son, daughter, stepson/daughter if domiciled in the employee's household, and persons determined "in loco parentis" (in the place of the parent) by the Human Resources Director.

**ARTICLE 33**

**LETTER OF UNDERSTANDING**

The attached letters of understanding described below are part of the agreement and will continue in effect throughout the term of this Agreement.

- |                     |                                      |
|---------------------|--------------------------------------|
| 1) October 28, 2014 | re: Job Classification and Pay Study |
| 2) March 13, 2018   | re: Job Classification Review        |
| 3) January 21, 2020 | re: ERP and HCM Implementation       |