

ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT
RESULTING FROM REOPENER BETWEEN
BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA
AND
FEDERATION OF PUBLIC EMPLOYEES (AFL-CIO)
BROWARD COUNTY BLUE COLLAR UNIT
EFFECTIVE FY 2019/2020

This Addendum is entered into by and between Broward County and Federation of Public Employees (AFL-CIO), Blue Collar Unit. For good and valuable consideration, the parties hereto agree and acknowledge as follows:

1. The parties have entered into a Collective Bargaining Agreement covering the period of October 1, 2017 through September 30, 2020 (the "CBA"). Under the CBA for Fiscal Year 2019/2020, the parties have the right to reopen Article 5, Wages and Compensation, in addition to any three (3) other articles. The parties agreed to reopen Articles 2, 6, 7, 8, and 10B, in addition to three (3) Letters of Understanding.
2. As a result of the reopening, **Article 5 – Wages and Compensation, Section C** shall be modified as follows effective October 1, 2019:

ARTICLE 5 - WAGES AND COMPENSATION

Section 1:

C. 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 3% base salary 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 3% base salary increase. To be eligible, employees must be employed in a Bargaining Unit position as of October 5, 2019 and the date of Commission approval of this Agreement.
2. Eligible employees below the maximum of the pay range, and limited to an increase of less than 3% to their base hourly pay due to the maximum of the pay range, shall receive a one-time, gross lump sum amount equal to the difference between 3% and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar).
3. 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 C.1. above. Those employees will receive a

one-time, gross lump sum amount equal to 3% of the employee's base annual salary.

4. 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 percentage 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 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 3% base salary increase prospectively.
 5. Notwithstanding the above, in the event that the County agrees to a non-concessionary across-the-board, salary/wage increase greater than 3% combined over Fiscal Year 2019/2020 with the Blue Collar Bargaining Agreement, Government Supervisors Association-Professional, and/or Government Supervisors Association-Supervisory Bargaining Units, and/or unrepresented employees, either party may request in writing its desire to meet to explore alternatives to the agreed upon salary/wage provisions of this Article. Any such request is an informal request that does not trigger the opening of the parties' Collective Bargaining Agreement or the impasse provisions of Chapter 447, Florida Statutes. Further, the request must be received within 30 days of County approval of such salary decrease/increase.
3. As a result of the reopening, the following paragraphs shall be amended to:

ARTICLE 2 – DEFINITIONS

P. "Transfer" - - Change in work location within the same job class. Employees who are interested in being transferred or changing divisions may request to receive notification of future openings in the job classification(s) in which they are interested by using the Human Resources Division's online application / recruitment system. After an employee completes the electronic request, the online application/recruitment system will notify the employee when the classification is announced. The employee can then apply for the position.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

Section 10 B.: 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 7 – ANNUAL LEAVE

Section 1. Full-time and regular part-time employees who are members of the bargaining unit are eligible to take accrued 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 as of an employee's most recent date of employment in the County. Any approved leave of absence without pay will not be included in the computation or accrual of annual leave.

ARTICLE 8 - HOLIDAYS

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 workweek if assigned to a four (4) day workweek.

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.

ARTICLE 10 B – FAMILY SICK LEAVE

Section 2. 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.

ARTICLE 28 - LETTERS OF UNDERSTANDING

Added Letter of Understanding for Union cooperation in the implementation of the Human Resources Enterprise Resource Project (ERP), and Human Capital Module (HCM).

Added Letter of Understanding wherein the County agrees to conduct a salary study for the Equipment Operator and Equipment Operator, Senior job Classifications with the results to be shared with the Union.

Added Letter of Understanding wherein the Union and the County agree to the implementation of a pilot program for Utility Mechanics within the Water and Wastewater Operations Division and additional compensation for possession and maintenance of a Commercial Drivers License (CDL) and the performance of limited job duties utilizing the CDL.

APPENDIX A1

The job classification of Park Ranger will be added to the bargaining unit.

4. The actual amended language of the CBA reflecting the above-stated changes is attached hereto.

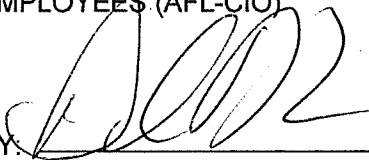
5. Except as expressly modified by this Addendum, all terms and conditions of the CBA remain in full force and effect.

SIGNATURE PAGE

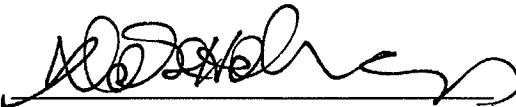
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives, as of this 20th day of May, 2019.

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

BROWARD COUNTY BY ITS BOARD OF
COUNTY COMMISSIONERS:

BY: 

PRESIDENT

BY: 

MAYOR

BY: _____
BUSINESS REPRESENTATIVE

BY: 

COUNTY ADMINISTRATOR

BY: _____
BARGAINING TEAM MEMBER

BY: 

HUMAN RESOURCES DIRECTOR

BY: _____
BARGAINING TEAM MEMBER

BY: _____
LABOR RELATIONS MANAGER

BY: _____
BARGAINING TEAM MEMBER

BY: _____
HUMAN RESOURCES GENERALIST

ARTICLE 5

WAGES AND COMPENSATION

Section 1.

A. 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 three percent (3.0%) base salary 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 7, 2017, shall also receive the three percent (3.0%) base salary increase. 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 the date of Commission approval of this Agreement.

2. Eligible employees below the maximum of the pay range, and limited to an increase of less than three percent (3.0%) to their base hourly pay due to the maximum of the pay range, shall receive a one-time, gross lump sum amount equal to the difference between three percent (3.0%) and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar).

3. 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.

4. All current employees who on their most recent annual performance review received a rating of "Does Not Meet Expectations" or below will not be eligible to receive the annually determined percentage 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 three percent (3.0%) base salary increase prospectively.

5. 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 White Collar Bargaining Agreement, Government Supervisors Association-Professional, and/or Government Supervisors Association-Supervisory Bargaining Units, and/or 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.

6. For Fiscal Year 2017/2018, effective on the first full pay period in April of 2018 (April 8, 2018), 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 25th percentile of their pay grade.

7. 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.

B. Fiscal Year 2018/2019:

1. For Fiscal Year 2018/2019, effective on 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 “Exceeds Overall Expectations” will receive a two percent (2.0%) base salary 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 6, 2018, shall also receive the two percent (2.0%)

base salary increase. 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 6, 2018.

2. Eligible employees below the maximum of the pay range, and limited to an increase of less than two percent (2.0%) to their base hourly pay due to the maximum of the pay range, shall receive a one-time, gross lump sum amount equal to the difference between two percent (2.0%) and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar).

3. 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.

4. 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 percentage 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 two percent (2.0%) base salary increase prospectively.

5. 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 White Collar Bargaining Agreement, Government Supervisors Association-Professional, and/or Government Supervisors Association-Supervisory Bargaining Units, and/or 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.

6. 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 25th percentile of their pay grade.

C. 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 3% base salary 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 3% base salary increase. To be eligible, employees must be employed in a Bargaining Unit position as of October 5, 2019 and the date of Commission approval of this Agreement.

2. Eligible employees below the maximum of the pay range, and limited to an increase of less than three percent (3.0%) to their base hourly pay due to the maximum of the pay range, shall receive a one-time, gross lump sum amount equal to the difference between three percent (3.0%) and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar).

3. 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 C.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.

4. 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 percentage 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 three percent (3.0%) base salary increase prospectively.

5. Notwithstanding the above, in the event that the County agrees to a non-concessionary across the board, salary/wage increase greater than three percent (3%) combined over Fiscal Year 2019/2020 with the White Collar Bargaining Agreement, Government Supervisors Association-Professional, and/or Government Supervisors Association-Supervisory Bargaining Units, and/or 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.

Section 2.

A. When an employee is authorized and performs the duties of any higher rated position for any period of time over forty (40) consecutive hours, that employee shall receive the compensation that employee would receive had the employee been permanently or temporarily promoted to the position for all hours beyond the initial forty (40). To be eligible for the higher rate of pay, the employee must be qualified and be replacing an absent employee or be assigned to fill a higher rated position in which a vacancy exists.

B. It is understood and agreed upon that should the County temporarily assign an employee to perform duties in a lower classification, the employee shall be compensated at the employee’s normal rate of pay.

Section 3. The County agrees to pay Plant Operator II's, Class Code B7332, who provide documentation of an advanced certificate, a five percent (5%) pay differential for each certificate designated as "B" and/or "A". In no event will an Operator 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 "B" or a double "A" certificate.

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) Utility Mechanic I
- 2) Utility Mechanic II
- 3) Meter Services Technician I
- 4) Meter Services Technician II

Section 5.

A. The employees in the following job classifications may be eligible for certification differential pay outlined in this section:

- 1) Vehicle Mechanic
- 2) Vehicle Mechanic Electrical Technician
- 3) Vehicle Mechanic, Lead Worker
- 4) Storekeeper

B. Eligible employees 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), will receive a \$.25 per hour pay differential per current (ASE) certification or NAEVT certification up to a maximum of eight (8) individual certifications up to two (\$2.00) dollars, or if the employee holds an ASE Master Certification (Automotive/Medium Heavy truck) an additional four (4) certifications for a maximum of three (\$3.00) dollars. Such increases will be effective upon receipt and confirmation of documentation of certification by the appropriate Division Director or designee.

C. 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 twenty eight (28) from the following ASE and NAEVT areas of competence:

1. G1 - Auto Maintenance and Light Repair

Master Auto/Light Truck A1-A8

2. A1 – Engine Repair
3. A2 – Automatic Transmission/Transaxle
4. A3 – Manual Drive Train & Axles
5. A4 – Suspension & Steering
6. A5 – Brakes
7. A6 – Electrical/Electronic Systems
8. A7 – Heating & Air Conditioning
9. A8 – Engine Performance
10. A9 – Light Vehicle Diesel Engines
11. C1 – Automotive Service Consultant
12. E1 – Truck Equipment Installation & Repair
13. E2 – Electrical/Electronic Systems Installation & Repair
14. E3 – Auxiliary Power Systems Installation & Repair
15. F1 – Alternative Fuels
16. L1 – Advanced Engine Performance Specialist
17. L2 – Electronic Diesel Engine Diagnosis Specialist
18. L3 – Light Duty Hybrid/Electric Vehicle Specialist

Master Medium/Heavy Truck T2-T8

19. T1 – Gasoline Engines
20. T2 – Diesel Engines
21. T3 – Drive Train
22. T4 – Brakes
23. T5 – Suspension & Steering
24. T6 – Electrical/ Electronic Systems
25. T7 – Heating, Ventilation & Air Conditioning (HVAC)
26. Preventive Maintenance Inspection

Storekeeper

27. P1 – Medium-heavy Truck Parts Specialist
28. P2 - Automotive Parts Specialist

Employees in the Storekeeper positions will receive a \$1.00 per hour pay differential per current (ASE) eligible certifications up to a maximum of two (2) individual certifications up to two (\$2.00) dollars.

Tanker-Hazmat CDL Endorsement Compensation (Fleet Services Division)

Employees will receive an additional one (\$1.00) per hour for successfully obtaining and maintaining both tanker and hazmat CDL endorsements. Employees will be selected from the Vehicle Mechanic, Storekeeper, and Vehicle Mechanic-Electrical positions.

D. Should an employee fail to recertify, and provide documentation of recertification, certification differential pay shall automatically cease.

Section 6.

Effective April 1, 1990, employees in the job classification of Building Code Inspector (class code # B5422) shall be eligible to receive assignment pay in an amount equivalent to an additional five percent (5%) above base salary. In order to be eligible to receive this pay, the following conditions must be met:

1. Employee must be qualified to perform Plan Review and hold a valid Plans Examiner card issued by the Board of Rules and Appeals.

2. This assignment will be offered to qualified employees selected by the Director.

3. (a) These responsibilities may be offered on a trial basis not to exceed three (3) months. During this time, the employee will be trained in Plan Review duties and responsibilities.

(b) When the employee is qualified in the opinion of the Director or their designee, and the employee agrees to accept, and is assigned in writing, the new duties and responsibility the employee will be issued a Plan Examiner's card from the Board of Rules and Appeals and will receive the assignment pay.

(c) No Code Inspector, who is NOT being trained for the above assignment or who does not have a valid Plan Examiner card, will be ordered or instructed to perform Plan Review.

4. The number of employees assigned to perform plan review shall be at the discretion of the Director or their designee.

5. It is understood that assignment pay is not a vested right of the employee. Removal of assignment pay due to lack of work or organizational change will be governed by seniority. Removal of assignment pay for any other reason will be within the discretion of the Director.

6. Should a Code Inspector be removed from inspecting responsibilities, and be temporarily assigned to perform the full duties of a Plans Examiner, the employee will continue to be assigned their vehicle. When the employee becomes eligible to receive out of classification pay as described in Section 2-A of this Article, the employee will lose the assignment pay described herein.

7. The parties understand that if the County restructures the Plans Examiner and Building Inspector classification series, the provisions of this agreement shall be superseded if that restructuring accomplishes the same objectives as this agreement.

Section 7.

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 or “State License” for security guards. A “Mechanical Journey Level/Certificate of Competency” issued by Palm Beach County or Miami Dade County shall only be accepted for new hires at the time of entry into the job classification. Thereafter, renewals will be accepted only if issued by Broward County. 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) Carpenter I
- 2) Carpenter II
- 3) Electrician I
- 4) Electrician II
- 5) Plumber I
- 6) Plumber II
- 7) Refrigeration Mechanic I
- 8) Refrigeration Mechanic II
- 9) Security Guard I
- 10) Security Guard II
- 11) Painter I
- 12) Painter II
- 13) Welder

Section 8. Labor Management Committee

1. Labor Management Committee meetings within each Department may be held in accordance with this Article to promote communications and cooperation between the Federation and the County, to explore avenues to improve quality and efficiency and to seek objectives of mutual concern. Labor Management Committee meetings must be scheduled through the Human Resources Director and/or designee. Time off without loss of pay, as necessary, shall be granted to employees designated as Committee members for attendance at scheduled Labor Management Committee Meetings. Meetings under this Article shall be scheduled at the written request of either party at a mutually agreeable time and location during normal working hours (Monday through Friday, 8:30 a.m. - 5:00 p.m.), unless otherwise agreed by the Committee. Employees shall not be compensated for off-duty attendance.

2. The composition of Departmental Labor Management Committees shall consist of one (1) employee member designated by the Federation, the respective Departmental Federation Representative and the Chief Federation Representative and three (3) members designated by the County including a representative of the Human Resources Division. Resource people and subject matter experts may attend Committee meetings upon the mutual agreement of the Committee members.

3. The Labor Management Committee is not an employee organization under Florida Statute Chapter 447. The Committee shall not serve in a representative capacity nor as an extension of the collective bargaining process. Committee meetings are not a substitute for collective bargaining. However, the Committee is free to discuss any subject except any pending disciplinary actions, grievances or subjects of collective bargaining.

4. The Committee may make recommendations, however, it shall have no independent authority to implement or amend policies, rules, procedures or practices. Before any recommendations can be made by the Committee, the Committee must reach a consensus and reduce the recommendation to writing. Written Committee recommendations shall be submitted to the Director of Human Resources who will be responsible for reviewing the recommendation with the appropriate County authority.

Section 9. Salary Adjustment Authority – The County Administrator has the authority to increase the salary of bargaining unit employees within range of the

employee's applicable salary range after the applicable agency advises the Federation and offers an opportunity to meet and confer about the decision. In the event the Federation disagrees with the Administrator's decision, the County may still implement the increase and such decision shall not be grievable. The County Administrator also has the authority to adjust the pay grades upward outside of the bargaining process based on a market a review conducted by the County. Prior to implementing any pay grade adjustments, the Federation will be advised and offered an opportunity to "meet and confer" about the decision. In the event the Federation disagrees with the Administrator's decision, the County may still implement the pay grade adjustment and such decision shall not be grievable.

ARTICLE 2

DEFINITIONS

Terms in this Agreement shall be defined as follows:

A. Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO) which has been granted the right to represent exclusively the members of the bargaining unit Association is synonymous with "FPE" when referred to herein.

B. "Agreement" - - That document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.

C. "Unit" - - That group of employees determined by the County of Broward, Florida and FPE and approved by the Florida Public Employees Relations Commission to be appropriate for the purpose of collective bargaining.

D. "Collective Bargaining" - - The performance of mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract with respect to agreements reached concerning wages, hours, and conditions of employment.

E. "PERC" - - Public Employees Relations Commission, a regulatory state agency created under CH. 447 (F.S.).

F. "PERA" - - Public Employees Relations Act, CH. 447 (F.S.) governing collective bargaining with public employees.

G. "Seniority" - - Shall be defined as the length of continuous service with the County of Broward, Florida as a member of the unit. "Continuous Service" means uninterrupted employment with the County of Broward, Florida.

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

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

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

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

L. "Permanent Employee" - - An employee who has satisfactorily completed no less than one hundred eighty (180) calendar days of employment in a position which has no predetermined termination date and calls for the employee to work the basic work period or the normal work week as defined in Article 6 of this Agreement.

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

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

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

P. "Transfer" - - Change in work location within the same job class. . Employees who are interested in being transferred or changing divisions may request to receive notification of future openings in the job classification(s) in which they are interested by using the Human Resources Division's online application / recruitment system. After an employee completes the electronic request, the online application/recruitment system will notify the employee when the classification is announced. The employee can then apply for the position.

ARTICLE 6

HOURS OF WORK AND OVERTIME

Section 1. The work week for County employees shall not exceed forty (40) hours in a seven (7) day period beginning each Sunday at 12:01 A.M. through the following Saturday at 12:00 A.M., exclusive of scheduled unpaid lunch breaks; the County agrees to notify the Union in writing of proposed change(s) in the number of work week hours for full time employees at least five (5) weeks prior to the proposed effective date of such change(s). The Union may request within twenty-one (21) working days of receipt of such notice, to meet and discuss with the County prior to the implementation of the change(s). The County Administrator, or the County Administrator's designee will review any proposed change(s) and the input of both the Union and the County regarding the proposed change(s). After such review, the County Administrator or the County Administrator's designee will approve or disapprove the proposed change(s). Permanent shift assignments shall not be changed except after two (2) weeks' notice and where feasible three (3) weeks' notice, to the affected employee except in emergency situations. Where operationally feasible, the County shall make every effort to schedule consecutive days off and limit shift rotations within the pay period.

Section 2. All hours authorized and worked in excess of forty (40) hours in a seven (7) days work period shall be compensated at one and one-half (1½) times the employee's regular rate of pay consistent with the provisions of the Fair Labor Standards Act (FLSA). There shall be no compensatory time in lieu of overtime pay. The following hours shall be computed as hours worked for the sole purpose of computing eligibility for the overtime rate:

- A. Hours off for workers' compensation;
- B. Sick leave bonus hours;
- C. Holiday pay, as defined in Article 8, Section 2, shall be computed when the designated holiday is an employee's normally scheduled workday and the employee is given the day off in observance of the holiday;

- D. Annual leave hours shall be computed only when such leave is prescheduled and approved according to the vacation schedule provisions of Article 7,
Section 3A; or when annual leave hours are requested and approved prior to the employee's knowledge that overtime has been scheduled during the week the annual leave is requested/approved.
- E. Bereavement Leave Hours;
- F. Jury Duty Leave hours paid;
- G. Emergency Working Condition Hours as described in Section 11 of this Article.

All other hours paid but not worked shall not be computed as hours worked.

Section 3. Each full-time employee working eight (8) hours per day but less than ten (10) hours shall be entitled to two (2) paid fifteen (15) minute breaks, one in the first half and one in the last half of the shift; employees regularly scheduled to work shifts of ten (10) hours or more shall be entitled to two (2) paid twenty (20) minute breaks, one in the first half of the shift and one in the last half.

Section 4. The starting and ending time for a work location shall be established by the appropriate supervisor in order to meet the varying needs of that work location.

Section 5. Full-time employees will be paid a shift differential of 70¢ per hour for hours actually worked on the second shift and \$1.10 per hour for actually worked on the third shift. Permanent part-time employees will receive the shift differential if they work a full eight (8) hours, or ten (10) hours if applicable, on the second or third shift. For purposes of this article, shifts shall be defined as:

First shift: All work shifts which begin between 4:00 a.m. and 11:59 a.m.

Second shift: All work shifts which begin between 12:00 noon and 7:59 p.m.

Third shift: All work shifts which begin between 8:00 p.m. and 3:59 a.m.

For divisional personnel operating on shift schedules, those employees completing their scheduled shift and authorized to continue working into the next consecutively scheduled shift, shall be paid the shift differential for those hours worked in that additional consecutive shift.

Section 6.

A. Assignment of Prescheduled Overtime: The County agrees to prepare a seniority list for each job site within a division except, the Environmental Operations Division shall prepare a seniority list for each district. The purpose of such list is to coordinate and distribute equally prescheduled overtime. In the event that an employee is needed to work prescheduled overtime, the most senior qualified employee in the area of assignment who is in the needed classification and who normally performs work of the type and character of the needed overtime work will be given the opportunity to accept or reject the prescheduled overtime. That employee will thereafter be placed at the bottom of the list and the employee shall not be offered prescheduled overtime until all qualified employees at the work site in the area of assignment within the same classification who normally perform the required duties have been asked to work prescheduled overtime. In the event that all qualified employees in the affected classification who normally perform work of the type and character of the needed overtime work decline to work prescheduled overtime, the least senior qualified employee in the classification shall be required to perform the overtime work. However, the least senior qualified employee may be excused from being required to perform prescheduled overtime if the employee presents an excuse acceptable to the employee's immediate supervisor. In such event, the above process shall apply to the next least senior qualified employee who shall be required to work the overtime.

The affected employee(s) will be advised of prescheduled overtime as soon as practicable to allow the employee to make arrangements (i.e. family, etc.). Prescheduled overtime which is requested half way, or more, into the regularly scheduled shift for overtime needed the same day shall not cause the employee to lose their position on the overtime list whether or not the overtime is accepted.

B. Assignment of Emergency Overtime: If the County needs an employee to work unscheduled overtime of an emergency nature, the County will nevertheless attempt to follow the procedure outlined in Section 6 A above where, at the sole discretion of the County, sufficient time exists to allow compliance with the procedure. However, said procedure shall not apply to preclude the County from "holding over" employees to perform needed emergency overtime; employees held over shall retain

their position on the prescheduled overtime seniority list.

Section 7. When an employee is required to report to a County physician for a medical examination as a condition of employment, continued employment, or promotional employment, such examination will take place during the employee's normal scheduled work week. If the examination cannot be scheduled during the employee's normal scheduled work week, the employee shall be compensated at straight time base rate for time required to undergo the medical examination or at the overtime rate, if the employee has been authorized and has worked in excess of forty (40) hours in a seven (7) day work period.

Section 8. When an employee is scheduled to report into work on a day on which the employee is normally off duty and is sent home for lack of work, the employee shall be entitled to five (5) hours pay at straight time base rate as "show up" time, or actual time worked if more than five (5) hours.

Section 9. Emergency Call Out:

A. Call out pay is provided to compensate off duty employees required to return to work on an unscheduled basis after completing a regularly assigned shift. Such employees shall be paid for the actual time worked with a minimum guarantee of three (3) hours pay. Should an employee receive a further assignment(s) while on Emergency Call Out, and in the course of completing such additional assignment(s) works beyond three (3) hours in total, the employee shall be paid for the actual time worked (at the overtime rate of pay, if applicable). In this context only, actual time worked starts at the time of notice and ends when the employee would reasonably be expected to return home.

B. Any employee required to report to work within two (2) hours of regularly scheduled starting time shall be ineligible for call out pay but eligible for compensation for actual hours worked (at the overtime rate of pay, if applicable).

C. Any employee who is on duty and is instructed and assigned to return to work shall be ineligible for call out pay but eligible for compensation for the actual hours worked (at the overtime rate of pay, if applicable).

D. Any employee required to continue working after completion of their regular scheduled shift shall be ineligible for call out pay but eligible for compensation for the

actual hours worked (at the overtime rate of pay, if applicable).

Section 10. Standby:

A. 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.

B. 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.

C. Employees while on standby duty when called to work will, in addition to the standby duty pay provided in Paragraph B 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.

D. 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.

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

Section 11. Emergency Working Conditions: Due to conditions beyond the control of the Employer, including but not limited to things such as hurricanes,

windstorms and tornados, if the County Administrator declares an emergency and directs the County to begin Emergency Operations, bargaining unit employees shall be compensated as described below:

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

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

Section 12. Involuntary Transfers

A. Between Divisions - In those cases where it is necessary to transfer an employee involuntarily from one Division to another Division due to organizational restructuring, the County will select the least senior qualified employee in the classification.

B. Within a Division - In those cases where it is necessary to transfer an employee involuntarily from one location to another location within a Division which is significantly geographically separated, the County will consider volunteers. If there are no volunteers, the County will consider significant employee hardships. If an involuntary transfer becomes necessary, the County will not be arbitrary or capricious and will base the involuntary transfer on reasonable, articulated operational needs.

ARTICLE 7

ANNUAL LEAVE

Section 1. Full-time and regular part-time employees who are members of the bargaining unit are eligible to take accrued 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 as of an employee's most recent date of employment in the County. 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>Hourly Accrual Rate</u>	
<u>Completed Months of Continuous Service</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.

Section 3.

A. For purposes of scheduling annual leave, employees shall submit a first and second preference vacation schedule to the Division Director on or before March 1st annually with the final adjustments submitted by March 15th annually. Except for emergency situations, the employee with the greatest unit seniority shall be granted vacation preference subject to the operational needs of the Division. Employees will be notified of their approved vacation schedule by April 15.

B. Any leave request submitted at other times of the year will be approved or denied with reference to the operational needs of the Department/Division and the existing vacation schedule. Management shall return the applicable leave slip to the employee advising the granting or denial of the leave request within seven (7) working days, from management's receipt of such leave request

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.

Section 6. Accrued annual leave may be used to cover a continuing absence due to illness when all accrued sick leave has been exhausted.

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 8

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 workweek if assigned to a four (4) day workweek.

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. An employee required to work on a holiday as described in Section A above may elect to have the applicable number of hours of holiday pay added to their annual leave bank in lieu of holiday pay.

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.

Section 6. An employee or employees who are called into work on a County designated holiday, shall be guaranteed a minimum of three (3) hours pay at one and one-half times the hourly rate of pay, regardless of the number of hours worked during the work week. This shall not apply to standby employees who are scheduled to work standby for the week or weekend.



Finance and Administrative Services Department
HUMAN RESOURCES DIVISION
115 S Andrews Avenue, Room 508 • Fort Lauderdale, Florida 33301 • 954-357-6001 • FAX 954-357-8414

November 21, 2019

Daniel D. Reynolds, President
Federation of Public Employees
1700 NW 66th Avenue, Suite 100
Fort Lauderdale, FL 33313

VIA EMAIL: Daniel.reynolds@federationmembers.org

RE: Letter of Understanding – Federation of Public Employees – Blue Collar Unit
Labor Management Committee – WWOD Utility Mechanic Pilot Program

Dear Dan:

This is a Letter of Understanding accompanying the tentative Collective Bargaining Agreement reached between Broward County and the Federation of Public Employees - Blue Collar bargaining unit. This letter sets forth the parties mutual understanding and agreement to meet in accordance with Article 5, WAGES AND COMPENSATION, Section 8, through a Labor Management Committee to review the specific details of an implementation of a pilot program for Utility Mechanics within the Water and Wastewater Operations Division and additional compensation for possession and maintenance of a Commercial Drivers License (CDL) and the performance of limited job duties utilizing the CDL.

In addition, the Federation of Public Employees and the County will authorize the implementation of the agreed to pilot program resulting from the Labor Management Committee. The parties further agree that such discussions will not be the subject of bargaining and/or impasse proceedings.

Should this accurately reflect our mutual understanding and agreement please indicate your concurrence by signing below and returning to my attention.

Sincerely,

A handwritten signature in black ink, appearing to be "D. Kahn", written over a horizontal line.

David Kahn, Director
Human Resources Division

A handwritten signature in black ink, appearing to be "Dan Reynolds", written over a horizontal line.

Dan Reynolds, President
Federation of Public Employees

DK/aw

c: Allen Wilson, Senior Human Resources Manager, Human Resources Division
Linda Lewis, Representative, Federation of Public Employees – Blue Collar Unit

Broward County Board of County Commissioners
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November 21, 2019

Daniel D. Reynolds, President
Federation of Public Employees
1700 NW 66th Avenue, Suite 100
Fort Lauderdale, FL 33313

VIA EMAIL: Daniel.reynolds@federationmembers.org

RE: Letter of Understanding – Federation of Public Employees – Blue Collar Unit
Equipment Operator Series Salary Survey

Dear Dan:

This is a Letter of Understanding accompanying the tentative Collective Bargaining Agreement reached between Broward County and the Federation of Public Employees - Blue Collar bargaining unit. This letter sets forth the parties mutual understanding and agreement that the County shall as part of the annual market survey of the County's job classification salary review, will include the Equipment Operator and Equipment Operator, Senior job classifications in the survey submittal.

The parties also agree that the results will be shared and reviewed with the Union and any changes to the pay grades, if any, shall be included in the unrepresented compensation package submitted in September of 2020. The parties further agree that such discussions will not be the subject of bargaining and/or impasse proceedings.

Should this accurately reflect our mutual understanding and agreement please indicate your concurrence by signing below and returning to my attention.

Sincerely,

Handwritten signature of David Kahn in black ink.

David Kahn, Director
Human Resources Division

Handwritten signature of Dan Reynolds in black ink.

Dan Reynolds, President
Federation of Public Employees

DK/aw

c: Allen Wilson, Senior Human Resources Manager, Human Resources Division
Linda Lewis, Representative, Federation of Public Employees – Blue Collar Unit



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November 22, 2019

Daniel D. Reynolds, President
Federation of Public Employees
1700 NW 66th Avenue, Suite 100
Fort Lauderdale, FL 33313

VIA EMAIL: Daniel.reynolds@federationmembers.org

RE: Letter of Understanding – Federation of Public Employees – Blue Collar Unit
Enterprise Resource Project and Human Capital Module Implementation

Dear Mr. Reynolds:

The purpose of this letter is to document our mutual understanding of an agreement between the County and the Union regarding the implementation of Enterprise Resource Project (ERP) and Human Capital Module (HCM).

As you are aware, the County is in the process of implementing an ERP which includes the replacement of the County's existing Payroll/Human Resource system with the implementation of the new Payroll/Human Capital Module. The parties agree that the County and the Union will partner in the implementation and in the areas of education and training for employees on the various components comprising the ERP and HCM. In addition, the parties agree that for the duration of the current bargaining agreement, the County shall approach the Union to open specific articles directly related to the implementation of the ERP and HCM and the Union agrees to negotiate such articles to aid in the implementation of the ERP and HCM.

Should the content of this letter accurately reflect our mutual understanding regarding the implementation of the ERP and HCM, please indicate your concurrence by signing below and returning to my attention.

Sincerely,

A handwritten signature in black ink, appearing to read "DK", written over a horizontal line.

David Kahn, Director
Human Resources Division

A handwritten signature in black ink, appearing to read "DR", written over a horizontal line.

Dan Reynolds, President
Federation of Public Employees

DK/aw

c: Allen Wilson, Senior Human Resources Manager, Human Resources Division
Linda Lewis, Representative, Federation of Public Employees – Blue Collar Unit

Broward County Board of County Commissioners
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