

ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT  
RESULTING FROM REOPENER BETWEEN  
BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA  
AND  
FEDERATION OF PUBLIC EMPLOYEES  
BLUE COLLAR BARGAINING UNIT  
EFFECTIVE FY 2016-2017

This Addendum is entered into by and between Broward County and Federation of Public Employees 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, 2014 through September 30, 2017 (the "CBA"). Under the CBA, 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 6, 8, and 15, and add two (2) 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, 2016:

**ARTICLE 5 – WAGES AND COMPENSATION**

**C. Fiscal Year 2016/2017:**

1. Effective October 1, 2016, all pay range minimum and maximum rates of pay will be adjusted upward three percent (3.0%) as reflected in Appendix "A1." This pay range adjustment does not adjust any individual employee's salary. Such individual salary adjustment is provided in the next paragraph.

2. For Fiscal Year 2016/2017, effective on October 9, 2016, eligible bargaining unit employees, who on their most recent annual performance review received a rating of "Meets Expectations" or higher will receive a three percent (3.0%) base salary increase (within the salary range). To be eligible, employees must be employed in a Unit position as of October 8, 2016, and be employed by the County as of the date of Commission approval of this agreement.

3. Those 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 cash 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).

4. Those eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 9, 2016, will not be eligible for a base hourly

adjustment as provided in Section C.2 above. Those employees will receive a one-time cash gross lump sum amount equal to three percent (3.0%) of the employee's base annual salary.

5. 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, such employees should receive a special performance evaluation, and those employees with a performance rating that at least "Meets Overall Expectations" will receive the three percent (3.0%) base salary increase prospectively.

6. Notwithstanding the above, in the event that the County agrees to a more favorable salary/wage increase over Fiscal Year 2016/2017, with the White Collar bargaining unit, Government Supervisors Association - Professional, Government Supervisors Association - Supervisory bargaining 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 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.

3. As a result of the reopening, the following paragraph shall be amended to **Article 6 - Hours of Work and Overtime, Section 2:**

**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.

4. As a result of the reopening, the following paragraph shall be amended to **Section 6A – Assignment of Prescheduled Overtime:**

**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.

5. As a result of the reopening, the following paragraph shall be amended to **Article 8 – Holidays, Section 1:**

**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.

6. As a result of the reopening, the following paragraph shall be amended to **Article 15 – Grievance Procedure, Section 15:**

**Section 15.** Performance evaluations shall not be subject to the grievance procedure with the exception of those annual evaluations in which overall performance evaluations results in a Quality Point Average (QPA) less than 2.5 or does not meet expectations. However, annual evaluations in which the overall performance rating results in a QPA less than 3.0 may be subject to the grievance procedure only in the event that an employee's performance evaluation impacts the employee's eligibility to receive the negotiated wage increase for that contract year.

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

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

**Letters of Understanding:**

The two letters of understanding attached hereto shall be considered part of the CBA.

Description of Letter 1: April 25, 2017 - Letter of Understanding documenting the mutual understanding of an agreement between the County and the Federation of Public Employees, Blue Collar Unit, regarding immunizations for bargaining unit employees.

Description of Letter 1: April 25, 2017 - Letter of Understanding documenting the mutual understanding of an agreement between the County and the Federation of Public Employees, Blue Collar Unit, regarding the proposed method to establish tie-breaker in the case where several employees have the same bargaining unit seniority date for the purpose of establishing seniority lists for reduction in force events, and vacation bids.

In witness whereof, the parties have executed this Addendum and signed by their duly authorized representative, as of this 7<sup>th</sup> day of July

FEDERATION OF PUBLIC EMPLOYEES  
BLUE COLLAR UNIT

BROWARD COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By [Signature]  
President

By [Signature]  
Mayor

By Linda Lewis  
Bargaining Team Member

By [Signature]  
County Administrator

By David C. Albin  
Bargaining Team Member

By [Signature]  
Director of Human Resources

By [Signature]  
Bargaining Team Member

By allie [Signature]  
Labor Relations Manager

By Linda Lewis  
Business Representative

By [Signature]

## **ARTICLE 5**

### **WAGES AND COMPENSATION**

#### Section 1.

##### **A. Fiscal Year (FY 2014/2015)**

1. For Fiscal Year 2014/2015, effective on October 12, 2014, eligible bargaining unit employees will receive a two and one-half percent (2.5%) base salary 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 the date of Commission approval of this agreement.

2. Those eligible employees below the maximum of the pay range and limited to an increase of less than two and one-half percent (2.5%) to their base hourly pay due to the maximum of the pay range, shall receive a one-time cash gross lump sum amount equal to the difference between two and one-half percent (2.5%) and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar).

3. Those eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 11, 2014, will not be eligible for a base hourly adjustment as provided in Section A.1 above. Those employees will receive a one-time cash gross lump sum amount equal to two and one-half percent (2.5%) of the employee's base annual salary.

4. Notwithstanding the above, in the event that the County agrees to a more favorable combined salary/wage increase over Fiscal Years 2014/2015 and 2015/2016, with the White Collar bargaining unit, Government Supervisors Association - Professional, Government Supervisors Association - Supervisory bargaining 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 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.

**B. Fiscal Year 2015/2016:**

1. For Fiscal Year 2015/2016, effective October 11, 2015, eligible bargaining unit employees will receive a two and one-half percent (2.5%) base salary increase (within the salary range). To be eligible, employees must be employed in a Unit position as of October 10, 2015.

2. Those eligible employees below the maximum of the pay range and limited to an increase of less than two and one-half percent (2.5%) to their base hourly pay due to the maximum of the pay range, shall receive a one-time cash gross lump sum amount equal to the difference between two and one-half percent (2.5%) and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar).

3. Those eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 10, 2015, will not be eligible for a base hourly adjustment as provided in Section B.1 above. Those employees will receive a one-time cash gross lump sum amount equal to two and one-half percent (2.5%) of the employee's base annual salary.

4. Notwithstanding the above, in the event that the County agrees to a more favorable combined salary/wage increase over Fiscal Years 2014/2015 and 2015/2016, with the White Collar bargaining unit, Government Supervisors Association-Professional, Government Supervisors Association - Supervisory bargaining 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 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.

**C. Fiscal Year 2016/2017**

1. Effective October 1, 2016, all pay range minimum and maximum rates of pay will be adjusted upward three percent (3.0%) as reflected in Appendix "A2" This pay range adjustment does not adjust any individual employee's salary, unless the individual employee's salary is below the new minimum rate of the pay range, wherein the



employee's salary will be brought to the new minimum. Such individual salary adjustment is provided in the next paragraph.

2. For Fiscal Year 2016/2017, effective on October 9, 2016 the first full pay period after the date of Commission approval of this agreement, eligible bargaining unit employees, who on their most recent annual performance review received a rating of "Meets Expectations" or higher will receive a three percent (3.0%) base salary increase (within the salary range). To be eligible, employees must be employed in a Unit position as of October 8, 2016, and be employed by the County as of the date of Commission approval of this agreement.

3. Those 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 cash 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).

4. Those eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 9, 2016, will not be eligible for a base hourly adjustment as provided in Section C.2 above. Those employees will receive a one-time cash gross lump sum amount equal to three percent (3.0%) of the employee's base annual salary.

5. 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, such employees should receive a special performance evaluation, and those employees with a performance rating that at least "Meets Overall Expectations" will receive the three percent (3.0%) base salary increase prospectively.

6. Notwithstanding the above, in the event that the County agrees to a more favorable salary/wage increase over Fiscal Year 2016/2017, with the White Collar

bargaining unit, Government Supervisors Association - Professional, Government Supervisors Association - Supervisory bargaining 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 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) Automotive Mechanic III
- 2) Automotive Mechanic II
- 3) Automotive Mechanic I
- 4) Fleet Service Attendant
- 5) Fleet Service Supervisor
- 6) Automotive Electrical Technician I
- 7) Automotive Electrical Technician II
- 8) Automotive Electrical Technician III
- 9) Automotive Body Repair Specialist

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 an annual two hundred (\$200) dollar pay differential per 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.

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 four (24) 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
20. Fire Apparatus Electrical Systems (EVT)
21. Fire Apparatus and Design Performance (EVT)
22. Ambulance Electrical Systems (EVT)
23. Ambulance Design and Performance (EVT)
24. Fire Pumps and Accessories (EVT)

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.

## **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. Compensated hours of standby referred to in this paragraph shall count as hours worked for the purpose of computing overtime pay as defined in Article 6, Section 2.

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 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. 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 if the employer gives the employee another day off with pay, 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.

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.

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.

## **ARTICLE 15**

### **GRIEVANCE PROCEDURE**

Section 1. Any claim by an employee, group of employees, or the Federation at the request of a group of employees, that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement; or any rule, order, or regulation of the County deemed to be in violation of the Agreement may be processed as a grievance as is hereinafter provided. Nothing in this Article shall be construed to prevent any employee from presenting, at any time, their own grievance in person or by legal counsel to the County, and having such grievance adjusted without the intervention of the Federation, if the adjustment is not inconsistent with the terms and conditions of this Agreement, and if the Federation has been given reasonable opportunity to be present at any meeting called for the resolution of such a grievance.

Section 2. In the event that an employee believes there is a basis for a grievance, the employee shall first informally discuss the alleged grievance with the immediate supervisor either personally or if the employee prefers, accompanied by a Federation representative, within seven (7) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.

Section 3. If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the following Formal Grievance Procedure may, at the option of the grievant, be invoked through the Federation within seven (7) working days after the informal discussion. The Formal Grievance shall be presented on the designated form, signed by both the grievant and a representative of the Federation, which shall contain all known facts supporting the alleged grievance.

Step 1: Within the time frames set forth in Section 1, 2, and 3 above, a grievant may submit to their Division Director a copy of the grievance on the designated form. Within seven (7) working days of receipt of the grievance, the Division Director shall meet with the grievant and/or their Federation representative in an effort to resolve the grievance. The Division Director shall indicate the disposition of the grievance in writing within seven (7) working days after such meeting and shall furnish a copy thereof to the Federation, provided that when the grievant is satisfied with the response,



processing of the grievance will automatically terminate. In those grievances arising from implementation of an action directed by the County Administration, the formal procedure may be initiated at Step 3. In those grievances arising from discharge or suspension in excess of one (1) day the formal grievance procedure shall be initiated at Step 2.

Step 2. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the Department Head and/or a designee within seven (7) working days of the disposition or expiration of the time limit. Within seven (7) working days the Department Head or a designee shall meet with the grievant and/or the Federation representative and shall indicate the disposition of the grievance in writing within seven (7) working days of such meeting and shall furnish a copy thereof to the Federation, provided that when the grievant is satisfied with the response, processing of the grievance will automatically terminate.

Step 3. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the County Administrator and/or a designee within seven (7) working days of the disposition or expiration of the time limit. Within ten (10) working days the County Administrator or designee shall schedule a meeting with the grievant and/or the Federation representative and shall indicate the disposition of the grievance, in writing, within ten (10) working days of such meeting with a copy thereof furnished to the Federation.

Step 4. If the grievant is not satisfied with the disposition of the grievance by the County Administrator or a designee, or if no disposition has been made within the specified time limit, the grievance may be submitted by the Federation with the consent of the grievant, (or by an individual grievant, but only if the grievant is a non-member and the Federation declines to process the grievance on that basis alone) to arbitration before an impartial arbitrator by filing a Request for Arbitration Panel with the Federal Mediation and Conciliation Services (FMCS) within twenty (20) working days of the date of disposition at Step 3, or the expiration of the time limit, whichever comes first, with a copy furnished simultaneously to the County. The arbitrator shall be selected from a list of seven (7) arbitrators provided by the Federal Mediation and Conciliation Services (FMCS) by the method of alternate striking unless the parties otherwise mutually agree to an arbitrator.

The parties further agree that the rules and regulations of the Federal Mediation and Conciliation Service shall govern the arbitration proceedings and that the award of the arbitrator shall be final and binding.

Section 4. The losing party in an arbitration will pay the expenses of the Arbitrator. Each party shall be responsible for any additional expense it chooses to incur.

Section 5. The time limits provided in this Article shall be strictly observed unless extended by mutual written Agreement of the parties. The definition of a working day shall not include Saturdays, Sundays or holidays. If a grievance meeting is re-scheduled at the request of either of the parties, the time frames will be automatically extended to allow for re-scheduling of the grievance meeting.

Section 6. In the event that the County does not respond within the stated time frames, the grievance automatically proceeds to the next level in the grievance procedure, prior to arbitration.

Section 7. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

Section 8. The arbitrator shall be prohibited from modifying, changing, adding to or subtracting from the terms of this Agreement or any supplementary written approved amendment entered into mutually by the parties. Any case appealed to the arbitrator on which the arbitrator has no power to rule shall be referred back to the parties without decision.

Section 9. The parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated, nor shall such settlement constitute a precedent for the interpretation or application of the provisions of the Agreement.

Section 10. Nothing in this Article shall require the Federation to process grievances for employees who are not dues paying members of the Federation.

Section 11. The County's grievance procedure within Chapter 14 of the Administrative Code shall not be available to unit members for processing grievances arising under this Agreement.

Section 12. Grievance meetings shall be conducted during business operating hours and concluded by 5:00 p.m., unless the parties mutually agree to continue the meeting. Otherwise, the grievance hearing shall be rescheduled and conducted on a mutually agreed upon date. The time frames will be automatically extended to allow for re-

scheduling of the grievance meeting. In the event a grievance meeting is held during an employee's off-duty time, the employee will not receive compensation for attendance at the grievance meeting.

Section 13. The Director of the Division of Human Resources may prepare an advisory opinion at any time in the grievance process on the motion of the Director of the Division of Human Resources.

Section 14. If the grievant or the Federation notifies the County Employee/Labor Relations Manager that a grievance has been filed on a formal written reprimand and that the grievant wants the written reprimand not to become part of the official personnel file until the completion of the contractual grievance procedure, the Division of Human Resources, Employee/Labor Relations Section will not cause a formal written reprimand to be placed in that employee's official personnel file. Such notification shall be in writing within seven (7) working days from the filing of said grievance.

Section 15. Performance evaluations shall not be subject to the grievance procedure with the exception of those annual evaluations in which overall performance evaluations results in a Quality Point Average (QPA) less than 2.5 or does not meet expectations. However, annual evaluations in which the overall performance rating results in a QPA less than 3.0 may be subject to the grievance procedure only in the event that an employee's performance evaluation impacts the employee's eligibility to be receive the negotiated wage increase for that contract year.

**APPENDIX A1**

**BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS  
MINIMUM AND MAXIMUM HOURLY RATES  
EFFECTIVE OCTOBER 1, 2012**

A Living Wage Ordinance has been adopted by the Broward by the Broward County Board of County Commissioners, which provides that part-time and full-time benefit eligible County employees (under the County pay plan) shall not be paid less than \$11.68 per hour effective January 1, 2015.

<u>CLASS</u>		<u>FLSA</u>	<u>SALARY</u>	<u>HOURLY</u>	<u>HOURLY</u>	<u>ANNUAL</u>	<u>ANNUAL</u>
<u>CODE</u>	<u>CLASSIFICATION TITLE</u>	<u>CODE</u>	<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
B7725	AIRPORT OPERATIONS AGENT I	N	B1350	\$14.5753	\$23.8707	\$30,316.67	\$49,650.98
B7726	AIRPORT OPERATIONS AGENT II	N	B1775	\$17.7449	\$25.8401	\$36,909.48	\$53,747.46
B8411	AIRPORT OPERATIONS CONTROL CENTER SPECIALIST	N	B1775	\$17.7449	\$25.8401	\$36,909.48	\$53,747.46
B5409 *	ANIMAL CARE OPERATIONS AIDE	N	B0600	\$10.7881	\$19.6937	\$22,439.28	\$40,962.90
B5402	ANIMAL CARE SPECIALIST	N	B1450	\$15.9967	\$23.9951	\$33,273.19	\$49,909.78
B6407	AQUATIC CONTROL WORKER I	N	B1125	\$12.8161	\$22.2819	\$26,657.45	\$46,346.32
B6408	AQUATIC CONTROL WORKER II	N	B1625	\$15.8814	\$25.2097	\$33,033.24	\$52,436.10
B7218	AUTO BODY REPAIR SPECIALIST	N	B1800	\$14.5092	\$26.4861	\$30,179.13	\$55,091.17
B7214	AUTOMOTIVE ELECTRICAL TECHNICIAN I	N	B1500	\$13.4731	\$24.5951	\$28,024.09	\$51,157.73
B7215	AUTOMOTIVE ELECTRICAL TECHNICIAN II	N	B1800	\$14.5092	\$26.4861	\$30,179.13	\$55,091.17
B7216	AUTOMOTIVE ELECTRICAL TECHNICIAN III	N	B2300	\$16.4155	\$29.9669	\$34,144.29	\$62,331.20
B7211	AUTOMOTIVE MECHANIC I	N	B1500	\$13.4731	\$24.5951	\$28,024.09	\$51,157.73
B7212	AUTOMOTIVE MECHANIC II	N	B1800	\$14.5092	\$26.4861	\$30,179.13	\$55,091.17
B7213	AUTOMOTIVE MECHANIC III	N	B2300	\$16.4155	\$29.9669	\$34,144.29	\$62,331.20
B7209	AUTOMOTIVE MECHANIC/WELDER	N	B1800	\$14.5092	\$26.4861	\$30,179.13	\$55,091.17
B9920	AVIATION SECURITY COMPLIANCE AGENT	N	B1775	\$17.7449	\$25.8401	\$36,909.48	\$53,747.46
B7113	BRIDGE MECHANIC	N	B1800	\$14.5092	\$26.4861	\$30,179.13	\$55,091.17
B7111 *	BRIDGETENDER	N	B0700	\$11.0580	\$20.1864	\$23,000.59	\$41,987.61
B5422	BUILDING CODE INSPECTOR	N	B2750	\$24.6021	\$36.5115	\$51,172.30	\$75,944.01
B7401	CARPENTER I	N	B1725	\$15.5706	\$25.8401	\$32,386.88	\$53,747.46
B7402	CARPENTER II	N	B1925	\$17.1022	\$27.1481	\$35,572.62	\$56,468.09
B7961	CODE ENFORCEMENT AIDE	N	B1700	\$14.1550	\$25.8401	\$29,442.36	\$53,747.46
B5410	CODE ENFORCEMENT OFFICER	N	B2300	\$16.4155	\$29.9669	\$34,144.29	\$62,331.20
B2251	COMMUNICATIONS SYSTEMS TECHNICIAN I	N	B2700	\$22.4007	\$36.5115	\$46,593.56	\$75,944.01
B2252	COMMUNICATIONS SYSTEMS TECHNICIAN II	N	B2800	\$25.5974	\$40.1431	\$53,242.50	\$83,497.68
B4106 *	CONCESSION ATTENDANT	N	B0250	\$10.5129	\$15.7695	\$21,866.83	\$32,800.57
B6424 *	COOK I	N	B0500	\$10.5251	\$19.2136	\$21,892.11	\$39,964.33
B6425 *	COOK II	N	B0800	\$11.3344	\$20.6909	\$23,575.61	\$43,037.17
B7501 *	CUSTODIAN I	N	B0500	\$10.5251	\$19.2136	\$21,892.11	\$39,964.33
B7502 *	CUSTODIAN II	N	B0800	\$11.3344	\$20.6909	\$23,575.61	\$43,037.17
B9956	DIESEL MECHANIC	N	B2050	\$18.4792	\$27.8269	\$38,436.80	\$57,879.94
B0198	DIGITAL PRINT SPECIALIST	N	B1250	\$14.7087	\$22.8388	\$30,594.11	\$47,504.72
B7421	ELECTRICIAN I	N	B1900	\$14.8714	\$27.1481	\$30,932.61	\$56,468.09
B7422	ELECTRICIAN II	N	B2200	\$16.0154	\$29.2355	\$33,311.96	\$60,809.88
B7911	ELECTRONICS TECHNICIAN I	N	B1750	\$17.1330	\$25.8401	\$35,636.68	\$53,747.46

\*Employees shall not be paid less than \$11.68 per hour, consistent with the Living Wage Ordinance.

**APPENDIX A1**

**BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS  
MINIMUM AND MAXIMUM HOURLY RATES  
EFFECTIVE OCTOBER 1, 2012**

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B7912	ELECTRONICS TECHNICIAN II	N	B2050	\$18.4792	\$27.8269	\$38,436.80	\$57,879.94
B7913	ELECTRONICS TECHNICIAN III	N	B2550	\$20.6820	\$32.2705	\$43,018.54	\$67,122.68
B5436	ELEVATOR INSPECTOR	N	B2800	\$25.5974	\$40.1431	\$53,242.50	\$83,497.68
B7474	ELEVATOR PLANS EXAMINER	N	B3000	\$28.1129	\$44.1374	\$58,474.88	\$91,805.70
B7101	EQUIPMENT OPERATOR I	N	B1000	\$11.9080	\$21.7383	\$24,768.71	\$45,215.57
B7102	EQUIPMENT OPERATOR II	N	B1200	\$12.5111	\$22.8388	\$26,023.09	\$47,504.72
B7103	EQUIPMENT OPERATOR III	N	B1600	\$13.8098	\$25.2097	\$28,724.44	\$52,436.10
B7104	EQUIPMENT OPERATOR IV	N	B1800	\$14.5092	\$26.4861	\$30,179.13	\$55,091.17
B7105	EQUIPMENT OPERATOR V	N	B1900	\$14.8714	\$27.1481	\$30,932.61	\$56,468.09
B7201	* FLEET SERVICE ATTENDANT	N	B0700	\$11.0580	\$20.1864	\$23,000.59	\$41,987.61
B7202	FLEET SERVICE SUPERVISOR	N	B1300	\$12.8238	\$23.4098	\$26,673.52	\$48,692.47
B6201	FORENSIC TECHNICIAN	N	B4001	\$16.4768	\$25.5733	\$34,271.76	\$53,192.36
B6202	FORENSIC TECHNICIAN SUPERVISOR	N	B2700	\$22.4007	\$36.5115	\$46,593.56	\$75,944.01
B7541	GROUNDSKEEPER	N	B1100	\$12.2057	\$22.2819	\$25,387.87	\$46,346.32
B5432	HOUSING PROGRAM CONSTRUCTION INSPECTOR	N	B2400	\$16.8260	\$30.7157	\$34,998.03	\$63,888.72
B4015	LIBRARY DELIVERY PERSON	N	B1125	\$12.8161	\$22.2819	\$26,657.45	\$46,346.32
B4119	LIFEGUARD	N	B1450	\$15.9967	\$23.9951	\$33,273.19	\$49,909.78
B7451	LOCKSMITH	N	B1700	\$14.1550	\$25.8401	\$29,442.36	\$53,747.46
B7943	LONGLINER OPERATOR	N	B2650	\$21.5470	\$33.7156	\$44,817.72	\$70,128.46
B7471	MACHINIST	N	B2100	\$15.6244	\$28.5225	\$32,498.71	\$59,326.70
B7521	MAINTENANCE MECHANIC I	N	B1500	\$13.4731	\$24.5951	\$28,024.09	\$51,157.73
B7522	MAINTENANCE MECHANIC II	N	B1900	\$14.8714	\$27.1481	\$30,932.61	\$56,468.09
B7511	* MAINTENANCE WORKER I	N	B0700	\$11.0580	\$20.1864	\$23,000.59	\$41,987.61
B7512	MAINTENANCE WORKER II	N	B1000	\$11.9080	\$21.7383	\$24,768.71	\$45,215.57
B7311	METER SERVICE TECHNICIAN I	N	B1300	\$12.8238	\$23.4098	\$26,673.52	\$48,692.47
B7312	METER SERVICE TECHNICIAN II	N	B1600	\$13.8098	\$25.2097	\$28,724.44	\$52,436.10
B6401	* MOSQUITO CONTROL INSPECTOR I	N	B0900	\$11.6178	\$21.2081	\$24,164.99	\$44,112.87
B6402	MOSQUITO CONTROL INSPECTOR II	N	B1400	\$13.1443	\$23.9951	\$27,340.24	\$49,909.78
B7411	PAINTER I	N	B1500	\$13.4731	\$24.5951	\$28,024.09	\$51,157.73
B7412	PAINTER II	N	B1700	\$14.1550	\$25.8401	\$29,442.36	\$53,747.46
B4101	* PARK AIDE I	N	B0500	\$10.5251	\$19.2136	\$21,892.11	\$39,964.33
B4102	PARK AIDE II	N	B1000	\$11.9080	\$21.7383	\$24,768.71	\$45,215.57
B4112	PARK RANGER I	N	B1000	\$11.9080	\$21.7383	\$24,768.71	\$45,215.57
B4113	PARK RANGER II	N	B1500	\$13.4731	\$24.5951	\$28,024.09	\$51,157.73
B0303	PC/STOREKEEPER TECHNICIAN	N	B1750	\$17.1330	\$25.8401	\$35,636.68	\$53,747.46
B5427	PLANS EXAMINER	N	B2850	\$28.1130	\$40.1431	\$58,475.09	\$83,497.68
B7331	PLANT OPERATOR I	N	B1327	\$16.9744	\$22.8389	\$35,306.75	\$47,504.93
B7332	PLANT OPERATOR II	N	B2075	\$19.0962	\$27.1481	\$39,720.10	\$56,468.09
B7431	PLUMBER I	N	B1700	\$14.1550	\$25.8401	\$29,442.36	\$53,747.46

\*Employees shall not be paid less than \$11.68 per hour, consistent with the Living Wage Ordinance.

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**BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS  
MINIMUM AND MAXIMUM HOURLY RATES  
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B7432	PLUMBER II	N	B1900	\$14.8714	\$27.1481	\$30,932.61	\$56,468.09
B0199	PRINT PRODUCTION COORDINATOR	N	B1625	\$15.8814	\$25.2097	\$33,033.24	\$52,436.10
B0201	PRINTING TECHNICIAN I	N	B0850	\$13.2375	\$20.6909	\$27,533.91	\$43,037.17
B0202	PRINTING TECHNICIAN II	N	B1250	\$14.7087	\$22.8388	\$30,594.11	\$47,504.72
B4185	* RANGE AIDE	N	B0300	\$9.0757	\$16.5680	\$18,877.54	\$34,461.36
B4181	* RANGE ATTENDANT	N	B0800	\$11.3344	\$20.6909	\$23,575.61	\$43,037.17
B7461	REFRIGERATION MECHANIC I	N	B1735	\$16.2783	\$25.8401	\$33,858.92	\$53,747.46
B7462	REFRIGERATION MECHANIC II	N	B2025	\$17.5299	\$27.8269	\$36,462.15	\$57,879.94
B5501	* SECURITY GUARD I	N	B0600	\$10.7881	\$19.6937	\$22,439.28	\$40,962.90
B5502	SECURITY GUARD II	N	B1100	\$12.2057	\$22.2819	\$25,387.87	\$46,346.32
B5397	SENIOR ANIMAL CARE SPECIALIST	N	B2025	\$17.5299	\$27.8269	\$36,462.15	\$57,879.94
B7962	SENIOR CODE ENFORCEMENT OFFICER	N	B2600	\$18.1197	\$33.0777	\$37,688.89	\$68,801.68
B3201	SIGN SHOP TECHNICIAN I	N	B1500	\$13.4731	\$24.5951	\$28,024.09	\$51,157.73
B3202	SIGN SHOP TECHNICIAN II	N	B1900	\$14.8714	\$27.1481	\$30,932.61	\$56,468.09
B4151	* STABLE ATTENDANT I	N	B0150	\$10.2565	\$15.3847	\$21,333.59	\$32,000.17
B4152	STABLE ATTENDANT II	N	B0750	\$13.4576	\$20.1864	\$27,991.74	\$41,987.61
B4153	STABLE ATTENDANT III	N	B1275	\$15.2262	\$22.8388	\$31,670.46	\$47,504.72
B0301	STOREKEEPER I	N	B1325	\$14.3795	\$20.8046	\$29,909.40	\$43,273.48
B0302	STOREKEEPER II	N	B2150	\$15.7869	\$22.9461	\$32,836.78	\$47,727.96
B0305	STORES SUPERVISOR	N	B1775	\$17.7449	\$25.8401	\$36,909.48	\$53,747.46
B7941	* TRAFFIC CONTROL WORKER I	N	B0725	\$11.6109	\$20.1862	\$24,150.63	\$41,987.40
B7942	TRAFFIC CONTROL WORKER II	N	B1225	\$13.1367	\$22.8388	\$27,324.38	\$47,504.72
B7204	TRAFFIC ENGINEERING VEHICLE LIAISON	N	B1900	\$14.8714	\$27.1481	\$30,932.61	\$56,468.09
B3211	TRAFFIC SIGNALS TECHNICIAN I	N	B1825	\$15.2346	\$26.4861	\$31,688.02	\$55,091.17
B3212	TRAFFIC SIGNALS TECHNICIAN II	N	B2325	\$17.2362	\$29.9669	\$35,851.35	\$62,331.20
B3213	TRAFFIC SIGNALS TECHNICIAN III	N	B2625	\$19.0256	\$33.0777	\$39,573.34	\$68,801.68
B7337	UTILITIES MECHANIC I	N	B1750	\$17.1330	\$25.8401	\$35,636.68	\$53,747.46
B7338	UTILITIES MECHANIC II	N	B2075	\$19.0962	\$27.1481	\$39,720.10	\$56,468.09
B7931	WEIGHSTATION OPERATOR	N	B0550	\$12.3744	\$19.2136	\$25,738.79	\$39,964.33
B7441	WELDER	N	B1800	\$14.5092	\$26.4861	\$30,179.13	\$55,091.17
B5428	ZONING PLANS EXAMINER	N	B2600	\$18.1197	\$33.0777	\$37,688.89	\$68,801.68
B5430	ZONING TECHNICIAN	N	B0875	\$14.4839	\$21.7256	\$30,126.43	\$45,189.21

\*Employees shall not be paid less than \$11.68 per hour, consistent with the Living Wage Ordinance.

**APPENDIX A2**

**BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS  
MINIMUM AND MAXIMUM HOURLY RATES  
EFFECTIVE OCTOBER 1, 2016**

A Living Wage Ordinance has been adopted by the Broward by the Broward County Board of County Commissioners, which provides that part-time and full-time benefit eligible County employees (under the County pay plan) shall not be paid less than \$12.03 per hour effective January 1, 2017.

<u>CLASS</u>		<u>FLSA</u>	<u>PAY</u>	<u>HOURLY</u>	<u>HOURLY</u>	<u>ANNUAL</u>	<u>ANNUAL</u>
<u>CODE</u>	<u>CLASSIFICATION TITLE</u>	<u>CODE</u>	<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
BA007	AIRPORT OPERATIONS AGENT	N	PG113	\$21.6231	\$34.5104	\$44,975.98	\$71,781.73
BA034	ANIMAL CARE SPECIALIST	N	PG109	\$16.1913	\$25.8416	\$33,677.91	\$53,750.55
BA018	ANIMAL CARE SPECIALIST, FIELD	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
BA019	BRIDGE MECHANIC	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
BA043	BRIDGETENDER	N	PG107	\$14.0110	\$22.3614	\$29,142.82	\$46,511.71
BA005	BUILDING CODE INSPECTOR	N	PG114	\$23.2448	\$37.0988	\$48,349.23	\$77,165.54
BA029	CARPENTER	N	PG110	\$17.4055	\$27.7793	\$36,203.47	\$57,780.94
BA012	CODE ENFORCEMENT INSPECTOR	N	PG112	\$20.1142	\$32.1028	\$41,837.57	\$66,773.87
BA001	COMMUNICATIONS SYSTEM TECH	N	PG115	\$24.9879	\$39.8813	\$51,974.83	\$82,953.11
BA054	CONCESSION ATTENDANT	N	PG105	\$12.1243	\$19.3501	\$25,218.52	\$40,248.28
BA044	COOK	N	PG107	\$14.0110	\$22.3614	\$29,142.82	\$46,511.71
BA055	CUSTODIAN	N	PG105	\$12.1243	\$19.3501	\$25,218.52	\$40,248.28
BA013	DIESEL MECHANIC	N	PG112	\$20.1142	\$32.1028	\$41,837.57	\$66,773.87
BA014	ELECTRICIAN	N	PG112	\$20.1142	\$32.1028	\$41,837.57	\$66,773.87
BA008	ELECTRONICS TECHNICIAN	N	PG113	\$21.6231	\$34.5104	\$44,975.98	\$71,781.73
BA002	ELEVATOR INSPECTOR	N	PG115	\$24.9879	\$39.8813	\$51,974.83	\$82,953.11
BA040	EQUIPMENT OPERATOR	N	PG108	\$15.0618	\$24.0386	\$31,328.48	\$50,000.32
BA020	EQUIPMENT OPERATOR, SENIOR	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
BA003	FORENSIC TECHNICIAN SUPERVISOR	N	PG115	\$24.9879	\$39.8813	\$51,974.83	\$82,953.11
BA021	FORENSIC TECH/PHOTOGRAPHER	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
BA035	GROUNDS CURATOR	N	PG109	\$16.1913	\$25.8416	\$33,677.91	\$53,750.55
BA050	GROUNDSKEEPER	N	PG106	\$13.0335	\$20.8015	\$27,109.60	\$43,267.21
BA009	HOUSING PROGRAM CONST INSP	N	PG113	\$21.6231	\$34.5104	\$44,975.98	\$71,781.73
BA036	LEAD LIFEGUARD	N	PG109	\$16.1913	\$25.8416	\$33,677.91	\$53,750.55
BA030	LOCKSMITH	N	PG110	\$17.4055	\$27.7793	\$36,203.47	\$57,780.94
BA006	LONGLINE OPERATOR	N	PG114	\$23.2448	\$37.0988	\$48,349.23	\$77,165.54
BA022	MACHINIST	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
BA023	MAINTENANCE MECHANIC	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
BA045	MAINTENANCE WORKER	N	PG107	\$14.0110	\$22.3614	\$29,142.82	\$46,511.71
BA046	MOSQUITO CONTROL INSPECTOR	N	PG108	\$15.0618	\$24.0386	\$31,328.48	\$50,000.32
BA037	NATURAL RESOURCES CONTL WKR	N	PG109	\$16.1913	\$25.8416	\$33,677.91	\$53,750.55
BA038	PAINTER	N	PG109	\$16.1913	\$25.8416	\$33,677.91	\$53,750.55
BA047	PARKS AIDE	N	PG107	\$14.0110	\$22.3614	\$29,142.82	\$46,511.71
BA004	PLANS EXAMINER	N	PG115	\$24.9879	\$39.8813	\$51,974.83	\$82,953.11
BA024	PLUMBER	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
BA048	PRINT SHOP ASSISTANT	N	PG107	\$14.0110	\$22.3614	\$29,142.82	\$46,511.71
BA031	PRINT SHOP SPECIALIST	N	PG110	\$17.4055	\$27.7793	\$36,203.47	\$57,780.94

\*Employees shall not be paid less than \$12.03 per hour, consistent with the Living Wage Ordinance.

**APPENDIX A2**

**BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS  
MINIMUM AND MAXIMUM HOURLY RATES  
EFFECTIVE OCTOBER 1, 2016**

A Living Wage Ordinance has been adopted by the Broward by the Broward County Board of County Commissioners, which provides that part-time and full-time benefit eligible County employees (under the County pay plan) shall not be paid less than \$12.03 per hour effective January 1, 2017.

BA051	RANGE ATTENDANT	N	PG106	\$13.0335	\$20.8015	\$27,109.60	\$43,267.21
BA015	REFRIGERATION MECHANIC	N	PG112	\$20.1142	\$32.1028	\$41,837.57	\$66,773.87
BA052	SECURITY GUARD	N	PG106	\$13.0335	\$20.8015	\$27,109.60	\$43,267.21
BA032	SIGN SHOP TECHNICIAN	N	PG110	\$17.4055	\$27.7793	\$36,203.47	\$57,780.94
BA053	STABLE ATTENDANT	N	PG106	\$13.0335	\$20.8015	\$27,109.60	\$43,267.21
BA041	STABLE ATTENDANT, SENIOR	N	PG108	\$15.0618	\$24.0386	\$31,328.48	\$50,000.32
BA042	STOREKEEPER	N	PG108	\$15.0618	\$24.0386	\$31,328.48	\$50,000.32
BA039	TRAFFIC CONTROL WORKER	N	PG109	\$16.1913	\$25.8416	\$33,677.91	\$53,750.55
BA025	TRAFFIC SIGNAL TECHNICIAN	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
BA010	TRAFFIC SIGNAL TECH SENIOR	N	PG113	\$21.6231	\$34.5104	\$44,975.98	\$71,781.73
BA016	TREATMENT PLANT OPERATOR	N	PG112	\$20.1142	\$32.1028	\$41,837.57	\$66,773.87
BA026	UTILITIES MECHANIC	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
BA027	VEHICLE MECHANIC	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18
BA017	VEHICLE MECHANIC ELEC TECH	N	PG112	\$20.1142	\$32.1028	\$41,837.57	\$66,773.87
BA011	VEHICLE MECHANIC, LEAD WORKER	N	PG113	\$21.6231	\$34.5104	\$44,975.98	\$71,781.73
BA033	WATER METER TECHNICIAN	N	PG110	\$17.4055	\$27.7793	\$36,203.47	\$57,780.94
BA049	WEIGHSTATION OPERATOR	N	PG107	\$14.0110	\$22.3614	\$29,142.82	\$46,511.71
BA028	WELDER	N	PG111	\$18.7113	\$29.8631	\$38,919.58	\$62,115.18

\*Employees shall not be paid less than \$12.03 per hour, consistent with the Living Wage Ordinance.





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

April 25, 2017

Mr. Dan Reynolds, President  
Federation of Public Employees  
1700 NW 66<sup>th</sup> Avenue, Suite 100-B  
Plantation, FL 33317

RE: Letter of Understanding – Bargaining Unit Seniority Tie-Breaker

Dear Mr. Reynolds:

The purpose of this letter is to document our mutual understanding and agreement between the County and the Federation of Public Employees, Blue Collar Unit, regarding the proposed method to establish a tie-breaker in the case where several employees have the same bargaining unit seniority date for the purpose of establishing seniority lists for reduction in force events, and vacation bids as provided for in Article 7.

The parties agree to utilize the employees' employment application date and application time stamp as the criteria in establishing a tie-breaker methodology for determining the greater bargaining unit seniority. That is, in the case of two (2) or more employees with the same bargaining unit seniority date (i.e., date of continuous employment in a bargaining unit position), the primary tie-breaker will be the date upon which the employee submitted the employment application for the Blue Collar covered job position that established their bargaining unit seniority date. The secondary tie-breaker in the case where two employees submitted their employment applications on the same date will be the time stamp for the employment application.

For example, two employees in the job classification of Maintenance Worker have the same bargaining unit seniority date of 11/17/2010. In this example, the employees submitted employment applications on the same day, 10/20/2010. The primary tie-breaker would not apply as it is the same date. Therefore, the secondary tie-breaker (time stamp) would apply and the employee that submitted their employment application first would have the greater bargaining unit seniority.

Should this letter accurately reflect our mutual understanding and agreement in this matter please indicate your concurrence by signing below.

Sincerely,

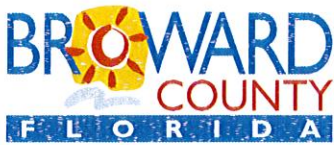
A blue ink signature of Mary McDonald, consisting of a stylized 'M' and 'D'.

Mary McDonald, Acting Director  
Human Resources Division

A blue ink signature of Dan Reynolds, consisting of a stylized 'D' and 'R'.

Dan Reynolds, President  
Federation of Public Employees

c: Allen Wilson, Labor Relations Manager, Human Resources Division  
Linda Lewis, Representative, Federation of Public Employees



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

April 25, 2017

Mr. Dan Reynolds, President  
Federation of Public Employees  
1700 NW 66<sup>th</sup> Avenue, Suite 100-B  
Plantation, FL 33317

RE: Letter of Understanding – Immunizations for County Employees

Dear Mr. Reynolds:

The purpose of this letter is to document our mutual understanding of an agreement between the County and the Federation of Public Employees, Blue Collar Unit, regarding immunizations for bargaining unit employees.

The parties agree that bargaining unit employees who are concerned about exposure to blood and/or potentially infectious materials on the job may request immunizations by contacting the County's Risk Management, Occupational Health Section. Upon request by the employee, the County's Risk Management Occupational Health Section shall screen the employee for eligibility of immunization(s) consistent with the recommendations of the Center for Disease Control and Prevention (CDC) and specific industry professional organizations for those specific job classifications. If determined eligible by an assessment completed by the County's Risk Management Division, Occupational Health Section, then the immunization(s) will be provided at no cost to the employee.

If any bargaining unit employee is approved by the Risk Management Division for immunization(s) and does not complete the series of immunizations as required, the employee may be subject to corrective action as provided for in Article 4 – EMPLOYEE RIGHTS of the applicable Collective Bargaining Agreement, and/or including the reimbursement of cost for the immunization(s).

Should this letter accurately reflect our mutual understanding and agreement in this matter please indicate your concurrence by signing below.

Sincerely,

A handwritten signature in blue ink, appearing to be "Mary McDonald", written over a horizontal line.

Mary McDonald, Acting Director  
Human Resources Division

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

Dan Reynolds, President  
Federation of Public Employees

c: John Burkholder, Director, Risk Management Division  
Allen Wilson, Labor Relations Manager, Human Resources Division  
Linda Lewis, Representative, Federation of Public Employees