

AGREEMENT

-Between-

THE BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

-And-

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

Effective

October 1, 2022 to September 30, 2025

INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE(S)</u>
<u>NO.</u>		
	PREAMBLE	iii
1	RECOGNITION	1
2	DEFINITIONS.....	2, 2a
3	MANAGEMENT RIGHTS	3
4	EMPLOYEE RIGHTS	4, 4a, 4b
5	WAGES AND COMPENSATION.....	5, 5a, 5b, 5c, 5d, 5e, 5f, 5g, 5h
6	HOURS OF WORK AND OVERTIME	6, 6a, 6b, 6c, 6d, 6e
7	ANNUAL LEAVE	7, 7a
8	HOLIDAYS	8, 8a
9	BENEFITS	9, 9a, 9b
10	SICK LEAVE.....	10, 10a
10B	FAMILY ILLNESS LEAVE	10b
11	BEREAVEMENT LEAVE.....	11
12	SENIORITY	12, 12a, 12b
13	PROMOTION POLICY	13, 13a
14	LEAVE OF ABSENCE WITHOUT PAY	14, 14a, 14b
15	GRIEVANCE PROCEDURE.....	15, 15a, 15b, 15c
16	FEDERATION BUSINESS	16, 16a, 16b
17	DUES DEDUCTION	17, 17a
18	SAVINGS/PREVAILING RIGHTS CLAUSE	18
19	SAFETY.....	19, 19a
20	PERSONAL VEHICLE COMPENSATION.....	20
21	NO STRIKES OR LOCKOUTS.....	21
22	MILITARY LEAVE	22
23	VOTING/CIVIL LEAVE	23
24	PARENTAL LEAVE	24
25	DRUG AND ALCOHOL TESTING	25, 25a, 25b, 25c
26	MEDICAL ARBITRATION.....	26
27	TERM OF AGREEMENT.....	27
28	LETTERS OF UNDERSTANDING	28, 28a

29

SIGNATURE PAGE 29
APPENDIX A1 – PAY PLAN

PREAMBLE

This agreement is entered into this _____ day of _____, 2022, by and between the Board of County Commissioners of Broward County, Florida, hereinafter referred to as the "County" and the Blue Collar Unit of the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO) hereinafter referred to as the "Federation." It is the purpose of this Agreement to promote harmonious relations between the County and its employees and to establish an orderly and peaceful procedure in the settlement of differences which might arise and to provide for joint collective bargaining in the determination of wages, hours, and other terms and conditions of employment of employees covered by this Agreement. It is recognized that it is the responsibility of the County government to provide services effecting the health and welfare of the citizens of the County and that this Agreement between the County and the Federation will serve that end.

ARTICLE 1

RECOGNITION

The County, in accordance with a Certification of the Public Employees Relations Commission of the State of Florida dated the 25th day of May, 1979, Case No. RC-77-089, hereby recognizes the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO) as sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and conditions of employment for those employees of the County working within the unit certified pursuant to the aforementioned case number and as amended by mutual agreement of the parties.

INCLUDED - All regular part-time and regular full-time employees employed by the Broward County Board of County Commissioners in the classifications set forth in Appendix A.

EXCLUDED - Office clerical employees, technical employees, managerial employees, confidential employees, CETA employees, casual and temporary employees, and all other employees of the Broward County Board of County Commissioners not specifically included in Appendix A.

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 3

MANAGEMENT RIGHTS

It is understood that the County has the right to operate the various Divisions of County Government. In order to accomplish the mission of Broward County Divisions of the County Government, management will necessarily accomplish the following, subject to provisions of this Agreement:

- A. discipline, demote, suspend, or discharge an employee or class of employee for just cause;
- B. hire, promote, retain, and evaluate employees;
- C. layoff employees because of lack of work or other legitimate reasons;
- D. determine what reasonable work activities are performed;
- E. supervise and direct its employees consistent with the mission of Broward County Divisions of County Government;
- F. determine unilaterally the purpose of the Divisions;
- G. exercise control and discretion over the organization and operation of Broward County Divisions of County Government;
- H. exercise those rights, powers, and authorities which the County legitimately exercised prior to this Agreement;
- I. fulfill its legal responsibilities wherever such is not inconsistent with the terms of the Agreement;
- J. set standards of service to be provided to the public, including the right to subcontract; and
- K. the County has the right to formulate, change, or modify reasonable Division rules, regulations, and procedures related to operations, except that no rule, regulation, or procedure shall be formulated, changed, or modified in a manner contrary to the provisions of this Agreement.

ARTICLE 4

EMPLOYEE RIGHTS

Section 1. There shall be no discrimination against any employee covered by this Agreement by reason of race, creed, color, national origin, gender, sexual orientation, marital status, age, disability, religion or religious belief, political affiliation or belief, Federation membership or activity, or lack of Federation membership or activity.

Section 2. The parties specifically agree that neither it nor any of its official representatives will intimidate or coerce any employee or group of employees to refrain from joining or becoming a member of the Federation.

In the event that the County receives written notice from the Federation that any employee/supervisor of the County is intimidating or coercing any other employee or group of employees to refrain from joining or becoming a member of the Federation, the County shall investigate such allegation, and, if true, the County has the right to discipline or discharge any employee/supervisor engaging in, participating in, or encouraging such action that is in violation of this Section.

Section 3. Disciplinary notices or documentation of disciplinary action in any employee's file for which there have been no recurrence of the same or similar nature in twenty (20) months shall be void and without effect in that they will not be used to support further progressive disciplinary action, except in the case where an employee has received a last chance warning and less severe disciplinary action in lieu of termination. In these instances, the above time frame language will not apply and the applicable time frame shall be specified within the last chance warning.

All disciplinary actions must be issued to the employee or the union no more than thirty (30) calendar days after the incident, or after the date on which management became aware of an incident, or reasonably should have become aware, which constitutes cause for discipline. In the event that a pre-disciplinary or disciplinary meeting is re-scheduled at the request of the Union, employee, or the County, the time frames for issuing any discipline will be automatically extended the same number of days, which resulted in the delay, to allow for re-scheduling of the pre-disciplinary and/or disciplinary meeting. The

foregoing thirty (30) day time frame shall not apply when mutually waived by the parties or when the incident involves a possible felony or work-related misdemeanor crime.

In the case of vehicle accidents, the above stated thirty (30) day period will begin on the date the affected Division or Office is notified of the Accident Review Board's determination. If management receives new information or the nature of the incident requires a lengthy investigation, management must so advise the employee and the union of the need to extend the thirty (30) day period and the length of the needed extension, in which case the thirty (30) day period shall be extended.

Section 4. The parties agree that the Office of Labor Relations shall be available to unit employees who allege in writing that harassment, coercion, or improper punitive action by the County exists; which Office shall investigate such allegations and take whatever corrective action if necessary. Employees filing under this section shall not be entitled to simultaneously file a grievance through the process in Article 15. Said employees shall have the right to file a grievance only after the completion of the investigation or after the County has reviewed the status of the investigation with the affected employee, whichever comes first. Notwithstanding the aforesaid, employees shall have the right to file grievances any time after 30 calendar days have elapsed, commencing from the time the original complaint was filed.

Section 5. The parties agree that the Office of Intergovernmental Affairs and Professional Standards shall be available to unit employees who allege in writing that they have been discriminated against by reason of race, creed, color, national origin, gender, sexual orientation, age, or disability, which Office shall investigate such allegations and take whatever corrective action if necessary. Employees filing under this section shall not be entitled to simultaneously file a grievance through the process in Article 15. Said employees shall have the right to file a grievance only after the completion of the investigation or after the County has reviewed the status of the investigation with the affected employee, whichever comes first. Notwithstanding the aforesaid, employees shall have the right to file grievances any time after thirty (30) calendar days have elapsed, commencing from the time the original complaint was filed.

Section 6. Counseling sessions related to potential disciplinary action and/or written disciplinary action shall be presented to employees in a private manner so as to avoid

embarrassment before members of the public.

Section 7. Should an employee or employees request their job steward or their chief job steward on any disciplinary action and the County fails to permit such representation, it will constitute that disciplinary action to become null and void.

Section 8. In areas where employee parking is available on County owned or leased property, parking for unit employees shall be available on the same basis as it is for all other County Commission employees. If any other County Commission employees are directly reimbursed for parking costs, then unit employees at the same job site shall be eligible for reimbursement also. It is also understood that the County is not obligated to furnish or continue parking for its employees.

ARTICLE 5

WAGES AND COMPENSATION

Section 1.

A. Fiscal Year 2022/2023:

1. Effective 10/1/2022, minimum and maximums of the pay ranges will be extended by 4%.

2. For Fiscal Year 2022/2023, effective on the first full pay period in October of 2022 (October 2, 2022), 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 4% 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 1, 2022, shall also receive the 4% base salary increase. To be eligible, employees must be employed in a Bargaining Unit position as of October 1, 2022.

3. Eligible employees below the maximum of the pay range, and limited to an increase of less than 4% 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 4% and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar).

4. Eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 1, 2022, will not be eligible for a base hourly adjustment as provided in Section A.2. above. Those employees will receive a one-time, gross lump sum amount equal to 4% of the employee's base annual salary.

5. For Fiscal Year 2022/2023, effective on the first full pay period in October of 2022 (October 2, 2022), 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 \$2,000 added to their base annual salary (within the salary range). Eligible employees below the maximum of the pay range, and limited to an increase of less than \$2,000 to their

base annual pay due to the maximum of the pay range, shall receive a one-time, gross lump sum amount equal to the difference between \$2,000 and the increase received (such gross lump sum payments shall be rounded to the nearest dollar).

6. 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 4% and the \$2,000 base salary increases prospectively.

B. Fiscal Year 2023/2024:

1. For Fiscal Year 2023/2024, effective on the first full pay period in October of 2023 (October 1, 2023), 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-and one-half percent (2.5%) 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 September 30, 2023, shall also receive the two-and one-half percent (2.5%) 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 September 30, 2023.

2. 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, 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. Eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of September 30, 2023, 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-and one-half percent (2.5%) 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-and one-half percent (2.5%) base salary increase prospectively.

C. Fiscal Year 2024/2025

1. For Fiscal Year 2024/2025, either party, upon written request, can reopen Article 5, **Wages and Compensation** and three (3) Articles each. Thereafter, this Agreement shall remain in effect, except for any provisions which specifically expire or are date specific, until a successor agreement is approved by the Board of Broward County Commissioners.

D. Notwithstanding the above, in the event that the County agrees to a non-concessionary across the board, salary/wage increase greater than six and one half percent (6.5%) combined over Fiscal Years 2022/2023, 2023/24, 2024/2025, with the White Collar Bargaining Unit, Port Supervisory and Non-Supervisory Units, Government Supervisors Association-Professional, and/or Government Supervisors Association-Supervisory Bargaining Units, AFSCME, Local 2200 Bargaining Unit, 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 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 ($1\frac{1}{2}$) 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
- Juneteenth
- 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.

ARTICLE 9

BENEFITS

Section 1. The County agrees to provide the insurance programs for unit employees on the same terms and conditions available to other County employees including any required increases or decreases in employee premium contributions. The Federation reserves the right to submit recommendations to the County's Human Resources Division in reference to insurance benefit plans for unit employees.

Section 2. The County will make available three (3) additional payroll deductions for possible utilization by this bargaining unit under the same terms and conditions as provided in Article 17 of this Agreement.

Section 3.

A. For Fiscal Year 2012/2013, bargaining unit employees who are disabled because of an injury arising out of, and in the course of their employment with the County, will receive supplemental payments from the County, which when added to Workers' Compensation payments would equal their full pay for a specified period of time without charge against annual or sick leave. The disability must be of an immediate incapacitating nature, not one which occurred at some time in the past. If an injury is determined by the County's Safety Committee to have occurred as a result of the employee's failure to comply with established safety rules and procedures, or failure to use provided personal protective safety equipment, the employee may be denied County supplemental payments.

B. If at any time Workers' Compensation benefits are discontinued or suspended under the provisions of the Florida Workers' Compensation Act, Workers' Compensation and any County supplemental payments made pursuant thereto shall be discontinued.

C. In order for an employee on Workers' Compensation to remain eligible for County supplemental payments, the employee must contact their Division Director at least once every work week while the employee is on leave in order to report as to their return to work status, and sooner if the return to work status changes.

D. If an employee is unable to perform their regularly assigned duties as a result of an injury, but is still able to perform some type of restricted work, the employee may be assigned other work or duties during the period of their recuperation at the sole discretion of the County and subject to the operational needs of the Department/Division and otherwise in accordance with the Americans with Disabilities Act (ADA). Any employee physically able but unwilling to accept such an assignment shall be denied supplemental payments from the County.

E. The Director of Human Resources may order any employee on Workers' Compensation to be examined by a physician who is selected and approved by the Division of Risk Management. If the employee refuses to be examined, then that employee shall be immediately removed from such leave and shall be ineligible to receive any supplemental payments from the County.

F. While an employee is receiving Workers' Compensation, any authorized County supplemental payments shall not exceed eight (8) work weeks for any one injury or multiple injuries occurring in one (1) accident or mishap. If an employee is unable to return to work or perform their normal job duties at the end of the eight (8) work week period, such employee will continue on Workers' Compensation in accordance with Florida Statute, but shall not receive County supplemental payments.

G. A Department/Division head may petition the Division of Human Resources to continue an employee on Workers' Compensation with supplemental payments for an additional period of time not to exceed eight (8) work weeks, provided that sufficient grounds are given by the Department/Division head and the extension is approved by the County Administrator. A management decision to award or deny additional supplemental payments shall not be subject to the grievance procedure. This provision shall not entitle any employee as a matter of right to an extension of Workers' Compensation leave.

H. An employee who has exhausted all accumulated leave due to a Workers' Compensation injury and is placed on a leave of absence without pay shall be entitled to re-employment in the first available position for which the employee is qualified and which is similar in pay unless the pay requirement is waived by the returning employee. This provision shall only grant to a returning employee the right to re-employment with Broward County on a priority basis when a position is available in County service. This right will

exist for one (1) year from the time the employee goes on leave of absence without pay.

Section 4:

A. Effective October 1, 2013, Section 3 shall no longer be in force or of any effect and is replaced by the following: Effective October 1, 2013, bargaining unit employees who are disabled, as defined by the Florida Workers' Compensation Act, because of an injury arising out of, and in the course of their employment with the County, will receive workers' compensation benefits, in accordance with Florida Workers' Compensation Act. Bargaining unit employees will be able to supplement workers' compensation benefits by utilizing all accrued leave to keep their salaries whole.

B. In the event that the White Collar bargaining unit, Government Supervisors Association-Professional, Government Supervisors Association - Supervisory bargaining units and/or the unrepresented employees, including, but not limited to, managerial and/or confidential employees, maintain supplemental disability leave payments for Workers' Compensation accidents in addition to the total cost of the three percent (3%) wage increase for combined FY 2012/2013 and FY 2013/2014, the Union shall have the right to meet and discuss the reinstatement of the Supplemental Disability leave benefits by notifying the County in writing within thirty (30) calendar days from the time the Union knew or should have known of the maintenance of aforementioned leave benefits.

ARTICLE 10

SICK LEAVE

Section 1. Employees shall accrue sick leave at the rate of eight (8) hours per month if full-time, and a proportionate amount if part-time, to a maximum of 960 hours for purposes of payment as described in Section 3 of this Article. For all utilization purposes outlined in this Article, accrual of sick leave shall be unlimited.

Section 2. An employee shall be eligible after completion of the initial probationary period, to earn eight (8) hours of time off with pay (bonus day) if regularly scheduled on a five (5) day work week or ten (10) hours of time off with pay (bonus day) if regularly scheduled on a four (4) day work week, for each 13 pay period time frame in which no sick leave is used. The 13 pay period time frame begins with the last instance of sick leave. The eight (8) or ten (10) hours of time (bonus day) shall be added to the employee's annual leave bank after the 13th pay period of no sick time pay. The time taken shall be at the option of the employee so long as the smooth operations of the division are not jeopardized. The County shall notify the employee in writing within three (3) weeks after the employee has earned a bonus day.

Section 3. When employees resign or are laid off they will be paid twenty-five percent (25%) of their accumulated sick leave as of the effective date of such action their separation. Employees who retire under the Florida Retirement System will be paid fifty percent (50%) of their accumulated sick leave as of the effective date of their retirement.

Section 4. Except where amended in this contract, the sick leave provisions of Chapter 14 of the Administrative Code shall apply to bargaining unit employees.

Section 5. In order to qualify for sick leave pay, employees must notify their job site of their illness as soon as practicable, but not later than one (1) hour after the start of their scheduled shift, except in cases of emergency such notification shall not exceed two (2) hours after shift starts.

Section 6. Employees covered by this Agreement may participate in the County's Sick Leave Donation Program subject to the same guidelines and eligibility requirements as non-represented employees.

Section 7. Sick Leave Conversion:

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

Usage of sick leave converted to annual leave is subject to the provisions of Article 7 (Annual Leave) of this Agreement.

ARTICLE 10B

FAMILY ILLNESS LEAVE

Section 1. Family Illness Leave may be granted to an eligible employee as defined in Section 2 below in the case of actual sickness or disability of an immediate family member. Immediate family shall be defined as the employee's spouse, registered domestic partner, father, mother, son, daughter, stepson/daughter if domiciled in the employee's household, and persons determined "in loco parentis" (in the place of the parent) by the Human Resources Director.

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.

Section 3. Use of accrued sick leave for Family Illness is subject to the Procedures of the County's Sick Leave Monitoring Policy governing the use of Sick Leave and shall be treated as any other usage of an employee's sick leave for the purposes of documentation and approval.

Section 4. Leave in excess of the forty (40) hours specified in Section 2 above may be granted in accordance with the provisions specified in Article 7, Annual Leave.

Section 5. Any improvements to the Family Illness Leave benefit granted by the Board of County Commissioners for non-represented employees during the term of this agreement shall also apply to employees covered by this agreement.

ARTICLE 11

BEREAVEMENT LEAVE

Section 1. An employee who suffers the death of an immediate family member shall be granted bereavement leave of three (3) working days to attend the funeral in the state of Florida. To attend a funeral outside the state of Florida, the employee shall be granted five (5) working days for bargaining unit employees who are scheduled to work a five day work week or four (4) working days for bargaining unit employees who are scheduled to work a four (4) day work week (for a total of forty (40) hours). This shall be with full pay and shall not be deducted from the employee's accrued leave. If additional time is needed the employee may use annual leave. For purposes of Bereavement Leave, immediate family is defined as: parents, step-parents, sister, brother, spouse, registered domestic partner, dependents of registered domestic partner, son, daughter, employee's grandparent(s), mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandchildren, stepchildren domiciled in the employee's household, and persons determined "in loco parentis" (in the place of the parent) by the Human Resources Director.

Section 2. The employee shall provide their supervisor with proof of death in the employee's family if requested.

Section 3. The parties agree that in the event a death occurs pursuant to the standards set forth in Section 1, above, for a family member outside the state of Florida, an employee, upon request, shall be granted an additional two (2) days' leave which shall be deducted from the employee's earned sick leave.

ARTICLE 12

SENIORITY

Section 1. Bargaining unit seniority is understood to mean an employee's most recent date of continuous employment in a bargaining unit position so long as the employee has been carried for payroll purposes as a permanent employee. Bargaining unit seniority will continue to accrue during all types of County approved leave except for leave of absence without pay or layoff, for more than thirty (30) days, which shall cause this date to be adjusted for an equivalent period of time. Leave of absence without pay or layoff, for periods of less than thirty (30) days shall not cause the bargaining unit seniority date to be adjusted.

Section 2. Bargaining unit seniority will be used for the purpose of layoff and recall as provided for in other sections of this article and where operationally feasible, for scheduling vacation as provided in Article 7.

Section 3. In the event it is necessary to reduce the work force, including abolishment of a division, all layoffs shall be according to seniority, except that preference eligible employees as defined by section 55A-7.015, Florida Administrative Code, shall be credited the amount of time served on active duty in the U.S. Armed Forces as years of seniority for purposes of this Article. An employee affected by a reduction in force shall have the right to displace an employee with less seniority in any equal or lower classification in the employee's department provided the retained employee is technically qualified and physically capable to perform the necessary duties of the position without further training.

Section 4. An employee who accepts a lower paid bargaining unit position in lieu of layoff shall retain their rate of pay unless it exceeds the highest rate for the new class in which case the employee shall be paid the top of the lower classification rate

Section 5. All employees shall receive at least a two (2) week notice of layoff, or, in lieu of notice, two (2) week's pay at the employee's regular rate of pay. The Federation shall be furnished copies of all layoff notices at the same time as the laid off employee receives notice.

Section 6. Employees who have been laid off will have recall rights not to exceed eighteen (18) months. Names of affected employees will be placed, in order of seniority, on a recall list for the job classification from which the employee(s) were laid off. When a vacancy occurs for which there is a recall list, the Division of Human Resources will send a certified letter of notice to the most senior employee at the last address the employee filed with the Division of Human Resources with a courtesy copy to the Federation. If the employee refuses to return to work in the classification for which said employee is recalled, or if there is no response within ten (10) working days after the notice is sent, such employee's recall rights under the Agreement are lost. Such employee would still be eligible for County employment but not on a preferential basis.

Section 7. For the purposes of layoff and recall, a vacancy is deemed to exist when the County is seeking to fill a full-time permanent budgeted position.

Section 8. Laid off employees who are recalled to County service within the eighteen (18) month recall period as provided for in Section 6 shall have the right to "buy back" the amount of sick leave accrual held at the time of layoff by reimbursing the County the sick leave pay out which was given at the time of layoff. If the employee elects not to buy back sick leave accrual, sick leave will begin to accrue on the date the employee is returned to County service. The recalled employee shall also be credited with seniority earned prior to layoff. However, the time spent on layoff, except for time spent on a layoff for less than thirty (30) days, shall not be credited in the calculation of benefits.

Section 9. If an employee is absent for five (5) consecutive workdays without notifying the County of his/her absence, the employee shall be considered terminated. However, the Division will hold the employee's position for a period of three (3) consecutive workdays thereafter to permit the employee or his/her designee to register an excuse in writing to be considered by the appropriate Division Director. If no excuse is received or accepted by the appropriate Division Director within the three (3) day period, the employee shall be terminated and the termination shall not be grievable. If the employee is on approved annual leave, sick leave, bereavement leave, compensatory time, or leave without pay, the first sentence of Section 9 shall not apply.

Section 10. In case of a layoff caused by subcontracting, the County shall give priority in placing laid off employees in a vacant bargaining unit position and shall also use

its best efforts to place affected employees in vacant positions throughout Broward County.

Section 11. The provisions of this section apply to absences from the unit which occurs subsequent to Board approval of the agreement for FY 93/94. An employee covered by the collective bargaining agreement who leaves the bargaining unit for reasons other than discharge, or resignation in lieu of discharge, shall retain bargaining unit seniority accrued prior to vacating the position provided the period of absences does not exceed 6 months. An employee who leaves the bargaining unit and returns to a bargaining unit position within 6 months, shall not accrue any bargaining unit seniority during the period of absence, and shall be considered to have bargaining unit seniority equal to the seniority accrued as of the date the employee vacated the position. An employee who returns to a bargaining unit position more than 6 months after leaving the bargaining unit shall not be credited with any prior bargaining unit seniority and must commence a new seniority date.

ARTICLE 13

PROMOTION POLICY

Section 1. It shall be the policy of Broward County to encourage promotion from within, whenever feasible, consistent with qualified staffing and affirmative action goals. A promotional system will be maintained encompassing merit principles which will recognize County service as a major factor in promotions along with qualifications and work records. It shall be the objective of the County to encourage promotion from within, free of political considerations, nepotism or other forms of favoritism or unlawful discrimination. Promotional appointments shall not be grievable except in cases where the party(s) can substantiate that one of the above considerations resulted in such appointment.

For the purposes of grievance(s) alleging violations of Article 13, if the grievance is processed through arbitration, and the Arbitrator finds that the grievance was frivolous, the non-prevailing party shall pay the reasonable attorney's fees of the prevailing party, the amount of said payment to be determined by the Arbitrator. The Arbitrator shall have the authority, during the hearing on the merits of the Article 13 grievance or afterwards, to receive evidence as to the attorney's fees incurred by each party; shall hear arguments as to the reasonableness of said attorney's fees; and shall make a final and binding determination of the amount of attorney's fees payable by the non-prevailing party.

The amount of the salary increase granted upon promotion shall be seven and one-half percent (7.5%) within range or the minimum of the salary range for that new job classification, whichever is greater. However, an employee may receive a promotional increase greater than seven and one-half percent (7.5%) consistent with the County's compensation methodology.

Section 2. There shall also be a probationary period served when an employee is promoted. The term of this period shall be 135 calendar days. Prior to the expiration of this period (135 calendar days), the promotional 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. If an employee is removed during the probationary period following a promotion for failure to perform satisfactorily the duties of the higher position, the employee shall be returned to the position held prior to the

promotion or to a similar position. Should an appropriate vacancy not exist, the employee shall be restored to the position held prior to the promotion and the provisions governing reduction in force shall apply. A probationary promotional appointment does not affect an employee's earned permanent status and rights in the County system acquired in another position. The promoted employee retains the right to bring a grievance under any term or condition of employment specified in this Agreement except that no grievance may be filed on the employee's behalf relating to a management decision to return the employee to their former or substantially equivalent position during the first 135 calendar days following promotion. During the probationary period the said employee will be paid the appropriate higher classification wage rate and will continue to receive said wage after completing their probationary period.

Section 3. To improve the quality of personal service rendered to the public and to aid employees in equipping themselves for advancement, any permanent, full-time employee may request Educational Leave for the purpose of taking occupationally related courses or training. The following procedures shall apply:

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

Section 4. Employees covered by this Agreement may participate in the County's Employee Educational Benefits Program. The eligibility requirements and the amount, type and condition precedent to obtaining reimbursement will be established by the County.

ARTICLE 14

LEAVE OF ABSENCE WITHOUT PAY

Section 1. At the sole discretion of the County, a department, division or office director may grant a permanent employee a leave of absence without pay for a period not to exceed three (3) months, subject to operational needs. However, a leave may be approved by the Director of Human Resources in accordance with the Family and Medical Leave Act for a period not to exceed four (4) months. Leave of absence without pay exceeding the periods described above may be granted with the approval of the County Administrator. However, in no case shall the total period of a leave of absence without pay exceed one year.

Section 2. The following practices regarding Leaves of Absence without pay shall apply:

(a) Leave Without Pay shall be granted only when the employee has utilized all accrued annual leave; and all accrued sick leave, if applicable.

(b) If an employee fails to return to work at the expiration of approved leave, the employee shall be terminated effective as of the last day of the authorized leave of absence.

(c) An employee granted Leave of Absence Without Pay and who wishes to return before the leave period has expired, shall be required to give their division head at least three (3) weeks' notice. Upon receipt of such written notice, the employee must be permitted to return to work under conditions as stipulated in this Article.

(d) No sick leave or annual leave credit will be earned by an employee during the time that the employee is on Leave Without Pay. The employee shall be covered by hospitalization benefits for 90 days from the commencement of Leave Without Pay.

(e) Upon return from Leave Without Pay the employee shall be returned to the same rate of pay as at the time of commencement of leave.

(f) An employee returning from a Leave of Absence Without Pay shall be entitled to employment in the same division/office in the same or similar class wherein employed when leave began. This provision shall not apply to employees who have been placed on

a leave of Absence Without Pay as a result of the expiration of a disability leave

(g) No seniority, as stipulated in Article 12, will be earned by an employee during the time that the employee is on leave without pay. When the employee returns from leave without pay, the employee shall be credited with all seniority earned prior to their leave of absence.

(h) An employee while on authorized Leave of Absence Without Pay who obtains employment elsewhere automatically forfeits their position with the County.

Section 3. The above Provisions do not apply to any employee who is granted a leave of absence without pay six (6) months or greater in order to be employed as a Union Representative for the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO). A fifteen (15) day notice to the County must be submitted by the employee requesting such leave.

It is understood and agreed that should said employee return to employment with the Broward County Commission, said employee shall return to their same or equivalent position with full accrued seniority, benefits, and compensation restored to the level which said employee would have received had no leave been taken.

It is understood that during said leave the employee shall not earn vacation, sick, or holiday leave from the County but shall utilize said leaves from their employment by the Union.

A fifteen (15) day notice to the County must be submitted by the employee prior to their return to work.

For example, if a ten (10) year County employee takes a five (5) year leave of absence to be employed by the Union the County is not responsible for paying the employee vacation, sick, and holiday leave during the time the employee is on leave. However, if the employee returns to the County at the expiration of the five (5) year leave of absence, the employee returns to work as a fifteen (15) year County employee for all purposes, including vacation earned for a fifteen (15) year employee.

Section 4. The provisions of the Family and Medical Leave Act of 1993 and subsequent revisions shall apply to members of the bargaining unit. Further, any leave policies affecting bargaining unit employees will at least equal the requirements set forth in the Family and Medical leave Act of 1993 and subsequent revisions; however; leave

policies affecting bargaining unit employees shall not be construed as providing leave in addition to the length of leave to which a bargaining unit member may be entitled under the Act.

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 receive the negotiated wage increase for that contract year.

ARTICLE 16

FEDERATION BUSINESS

Section 1. The County agrees that a duly designated Federation Business Agent shall be permitted, during the workday, to enter upon the County's premises and in those areas which are not devoted to the performance of the employees' duties, for the limited purpose of conferring and consulting with the Chief Steward during the steward's break or lunch period; or during the Chief Steward's workday provided the Federation Business Agent receives prior approval of the Director of Human Resources which approval will be based upon those circumstances where it is urgent to resolve a specific problem with the Chief Steward for the mutual benefit of labor and management. The Business Agent of the Federation shall, on arrival at the County Division or premises, report to the department head or supervisor in charge.

The Federation agrees that all such visits by its officers or representatives shall not cause any work stoppage, work disruption or interfere in any manner with the County's business or departmental operations. The Federation further agrees that any telephone calls to the Chief Steward shall not interfere with the employee's job.

Section 2. The County shall provide the Federation with reasonable space and access to existing Division bulletin boards in those Divisions where members of the Federation are employed and the Federation may erect bulletin boards where none exist. Space designated for the Federation shall not be used for County notices or bulletins. All notices or bulletins of the Federation that are to be posted must be submitted to the County Administrator for the County or the County Administrator's duly authorized representative, for approval prior to posting with a copy for the County. There shall be no other general distribution or posting by employees of pamphlets, advertising or political matter, notices, or any kind of literature upon County property other than as herein provided. The bulletin boards, authorized by the County for use by the Federation, may be used by the Federation, under the terms of this Article, only for the purpose of posting the following notices and announcements:

- A. Notices of Federation meetings and minutes of meetings;

- B. Notices of Federation elections;
- C. Notices of Federation appointments to office;
- D. Notices of Federation recreational, social affairs, benefits, and other Federation activities.

Approval of the above-enumerated notices shall be granted by the County Administrator, or the County Administrator's duly authorized representative, unless the material violates the provisions of this Agreement or is harmful to employee labor relations. Any intentional violation of this provision by the Federation will result in the privilege of such use of the bulletin boards being withdrawn.

Section 3.

A. The County agrees to recognize one Chief Steward for each Division as selected by the Federation as exclusive spokesman for that Division for the purpose of contract administration. In those divisions where employees are geographically separated, the County agrees to one additional representative, as assistant to the Chief Steward. The name of the on-site Federation representatives shall be furnished to the County by the Federation. In the event of a change in the designated on-site Federation representatives, the County will be notified forthwith. The Division Director, or their designee, shall deal only with the Division Chief Steward and/or one of the two designated Security Stewards. There shall also be one additional Steward allocated to the security section in the Maintenance Division.

B. The Division of Utilities shall recognize an FPE designated Chief Job Steward for the Division. In addition, the Utilities Division shall recognize two (2) on-site representatives for the Water Supply Operating Section (1 north and 1 south), one (1) for Wastewater Treatment Operating Section and one (1) for Solid Waste Management Operating Section.

The designated on-site representative for each operational section or Chief Job Steward shall process the informal conference of the grievance procedure with the County designated supervisor at the operating section where the complaint arises.

Any grievance reduced to writing shall be processed by the designated Chief Job Steward regardless of the originating operating section, and the appropriate operational manager.

All grievances processed thereafter shall follow the provisions of Article 15.

C. In the event an employee receives a written disciplinary warning or notice and requests the presence of a Chief Steward for the interview with the employee's supervisor relative to said written warning or a grievance is processed during the Chief Steward's regular working hours, the County agrees to compensate the Chief Steward during the time their presence is necessary, the County agrees to compensate the Chief Steward at the Chief Steward's regular rate of pay.

ARTICLE 17

DUES DEDUCTION

Dues deductions shall be made per form attached hereto. There shall be no charge made by the County for deduction of Union dues. Any change in the percentage of dues to be deducted shall be given to the County thirty (30) days in advance. Dues shall be transmitted to the Federation within thirty (30) days after monthly deduction.

The County shall permit the union to maintain a separate payroll deduction slot designated specifically for the Federation Insurance Program. The Federation of Public Employees agrees to indemnify and hold harmless the County and its agents against any and all claims, suits or other forms of liability and all Court costs arising out of the application of the provisions of this Article.

AUTHORIZATION TO DEDUCT

TO THE COUNTY OF BROWARD, FLORIDA

I hereby assign to the Federation from any wages earned or to be earned by me as your employee, my periodic dues in such amounts as are now or hereafter established by the Federation and become due to it as my membership dues in said Federation. I authorize and direct you to deduct and withhold such amounts from my salary and to remit the same to said Federation. I hereby waive all rights and claims to said monies deducted and transmitted in accordance with this authorization, and release the County and all its officers from any liability therefore.

This assignment, authorization and direction shall be revocable at any time upon thirty (30) days written notification to the County and the Federation.

WITNESS:

Employee Name (signature)

Employee Number _____

Date: _____

Employee Name (printed)

Department/Division

Copy furnished to:
Federation of Public Employees,
A Division of the National Federation
of Public and Private Employees (AFL-CIO)
1700 NW 66th Avenue - Suite 100
Plantation, Florida 33313

ARTICLE 18

SAVINGS/PREVAILING RIGHTS CLAUSE

Section 1. If any provisions of this Agreement or the application of any such provisions should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations between both parties.

Section 2. All rights and working conditions enjoyed throughout the County by unit employees at the present time and authorized by County Ordinance, Resolution, written directive of the County Administrator, and by the Division of Human Resources which are not specifically referred to in this Agreement shall not be changed by the County unless said rights and working conditions interfere with the operational needs of the County.

Section 3. When a conflict exists between the language of the terms and conditions of the Agreement and Chapter 14 of the Administrative Code, the Agreement shall prevail.

ARTICLE 19

SAFETY

Section 1. County Safety Board

In accordance with Administrative Order 300, the County will have a Countywide Safety Board. The purpose of the board shall be to monitor the overall performance of the County's Safety and Loss Control programs and make recommendations to improve same. This bargaining unit will be entitled to three members on this Board.

Section 2.

A. Division Safety Committee: Divisions will have either a safety representative or safety committee, depending on the number of bargaining unit employees. The number of employees on the committee will be in proportion to the bargaining unit's representation of the division's work force. The purpose of the Committee will be to review, report, and make recommendations on safety deficiencies. They will meet on a regular basis and committee members will be paid their regular rate of pay. All committee actions will be documented and the County Safety Coordinator shall receive a copy of such documentation.

B. There shall be meetings attended by the Federation Business Representative or designee, two employees selected by the Federation, the Director of Human Resources or designee, the Risk Management Director or designee, and the County Safety Coordinator.

The purpose of these meetings is for the Federation to discuss safety issues and make recommendations involving safety practices throughout the County including the consistent application of County safety rules and regulations. The purpose of such meetings shall not be to resolve grievances or negotiate contract language.

Meetings shall be held once quarterly at times and places mutually agreed by the participants.

Section 3. Safety Shoes

Employees in classifications/positions where it is warranted, will receive one pair of safety shoes per year. The County Safety Coordinator will be responsible for deciding

what positions receive safety shoes and the Safety Coordinator's decision will be based on the recommendation of the Division Safety Committee representative and the Safety Coordinator's interpretation of OSHA requirements. Management shall determine the type and quality of such shoes.

Those employees designated to receive shoes will be reimbursed one hundred percent of the price of safety shoes up to the following amounts:

- A. Shoes - standard and low-quarter - \$100.00
- B. Boots - \$100.00
- C. Electrical/Non-conductive - \$100.00
- D. Welders - \$100.00

Appropriate Solid Waste Division employees shall be entitled to one (1) pair of safety shoes per fiscal year and the County shall furnish one pair of safety rubber boots every three (3) years. Forensic Technician employees shall be entitled to two (2) pairs of safety shoes per fiscal year and the County to furnish one (1) pair of safety rubber boots every three (3) years as needed.

The employee may purchase the shoes anywhere the employee wishes so long as they meet OSHA standards and the employee submits a receipt for proof and amount of purchase. This will obligate the employee to report to work each day in safety shoes.

Section 4. Tools

The County agrees to replace employee provided tools which are broken or worn out on the job. It is a requirement that such tools be necessary to perform the employee's duties. Such broken or worn out tools must be surrendered to the designated person in the Division. Replacement may be accomplished through County in kind or reimbursement, and like quality shall be replaced with like quality.

Section 5. County Accident Review Board

The purpose of this Board shall be to review accidents and injuries to determine whether such accidents and injuries are preventable. This Board must review both the employee's and the supervisor's written account of the accident or injury prior to rendering a decision.

ARTICLE 20

PERSONAL VEHICLE COMPENSATION

The County, subject to authorization and in compliance with the rules covering the use of private vehicles, agrees to compensate employees for the use of the individual's vehicle while traveling on County business.

Such employees shall be reimbursed at the established County rate per mile or applicable state rate, whichever is greater, and in accordance with County policy for use of said personal vehicle.

ARTICLE 21

NO STRIKES OR LOCKOUTS

The parties agree to comply with the provisions of Florida Statutes Chapter 447, as amended, relating to strikes and lockouts.

ARTICLE 22

MILITARY LEAVE

The County agrees to allow military leave for employees in the bargaining unit pursuant to county, state, and federal law.

ARTICLE 23

VOTING/CIVIL LEAVE

Section 1. The County agrees to permit unit employees reasonable time off to vote when not feasible to vote before or after working hours, not to exceed one (1) hour during national, state and county elections. Said employee requesting the time off must be a registered voter.

Compensation for the voting time must not exceed one (1) hour and shall be computed at the employee's straight time rate of pay.

Section 2. Employees shall be granted Civil Leave with pay when performing jury duty, when subpoenaed to appear before any public body or commission to represent the County, or when performing emergency civilian duty in connection with national defense. Fees and travel expenses paid by the Court shall be retained by the employee. When requesting Civil Leave, employees may be required to provide confirmation of their attendance by the Courts. Any employees released early from jury duty prior to the end of their scheduled work day will be required to contact their supervisor for instructions regarding their return to work.

An employee regularly scheduled to work the evening or midnight shift may receive Civil Leave, as described above, for their regularly scheduled shift when their court-ordered service occurs immediately before or after their scheduled shift. However, in no event, shall an employee receive more than one shift of Civil Leave for a corresponding day of court ordered service.

ARTICLE 24

PARENTAL LEAVE

In the event that the Commission approves a Parental Leave policy for unrepresented employees, such policy will apply to bargaining unit members on the same terms applied to unrepresented employees.

ARTICLE 25

DRUG AND ALCOHOL TESTING

Section 1: In consideration of the legitimate concerns and interest the Employer and the Union both have in workplace safety and job performance and that both parties recognize that drug and alcohol abuse may have an adverse impact on County government, the image of County employees, and the general health, welfare and safety of the employees and the general public at large; and in consideration of the fact that both parties also recognize that drug and alcohol abuse are treatable illnesses that will be treated, where feasible, with emphasis on rehabilitation and education. The Employer and the Union hereby agree:

(A) The Employer will not take action against an employee based on the employee's off-duty conduct unless the employer can demonstrate that the employee's off-duty conduct is impairing the employee's on-the-job performance.

(B) That cooperation with the employees and their representative offers the best solution to ensuring workplace safety and job performance, while at the same time assisting those individuals suffering from drug and alcohol addiction.

(C) All aspects of this substance abuse program will be fully explained to all employees to whom it will apply to and any dispute evolving from this program will be subject to the grievance arbitration procedures. Employees covered by the Agreement will have the right to union representation through all stages of the procedures defined in this Article. However, in no event will the test be delayed by more than two (2) hours.

Section 2: The County may require any employee to submit to a blood and/or urine analysis when it has a reasonable belief that an employee is impaired in the performance of their duties because the employee is under the influence of alcohol, drugs or narcotics. To permit testing, the County must have reasonable belief based upon the observations of two (2) or more supervisors, if possible, establishing reasonable belief to believe that an employee is impaired by illegal drugs or alcohol. The employee shall be provided, upon request, with a separate container for a portion of the sample which is collected.

Section 3: Random substance tests will be strictly prohibited except as provided in

Section 5 and 7 below.

Section 4: All tests shall be conducted in a reputable hospital or laboratory selected by the County. The laboratory must follow guidelines for procedures and standards as established by Health & Human Services (HHS) and the National Institute of Drug Abuse (NIDA) at a minimum. There shall be a two-step initial screening process run concurrently, i.e., consisting of TLD (Thin Layer Chromatography) and EMOT (Enzyme Multiplied Immunoassay Technique). The confirmation step of all samples testing positive during initial screening shall consist of a GC/MS (Gas Chromatography/Mass Spectrometry) test.

Section 5:

(A) At the conclusion of the drug and/or alcohol testing, the County may discipline an employee subject to the just cause standard of this Agreement. However, in the case of an employee who has not previously tested positive and/or acknowledges a substance abuse problem, and except in cases involving moderate or major property damage, personal injury or gross misconduct by the employee, the employee shall be permitted to enter a County approved chemical dependency program.

(B) Upon successful completion of rehabilitation (as determined by the County physician) the employee shall be returned to their regular duty assignment or the equivalent thereof. If follow-up care is prescribed after treatment, such may be imposed by the County as a condition of continued employment. Moreover, the parties agree that entry into such a chemical dependency program shall be deemed to constitute reasonable belief that the employee is under the influence of or using drugs, narcotics, or alcohol, and that, accordingly, the employee may be subject to unlimited drug and/or alcohol testing procedures as outlined in Section 4 of this Article as required by management for a period not to exceed one (1) year from the date that the employee successfully completes the prescribed treatment plan. Should an employee refuse to submit to drug or alcohol testing in accordance with the provisions of this Section, to voluntarily enter a County approved chemical dependency program, to successfully complete or to otherwise comply with the requirements of such program, to comply with the requirements of any follow-up care, or should the employee test positive for drugs, narcotics or alcohol during the aforesaid one (1) year period, the employee shall be immediately dismissed.

Section 6: An employee's refusal to submit to drug or alcohol testing in accordance

with the provisions of this Article may result in disciplinary action being taken against the employee up to and including dismissal subject to the just cause standard of this Agreement.

Section 7:

(A) An employee will be allowed to voluntarily enter a County approved chemical dependency program, assuming that the employee has had no history of substance influence or use. Should the employee be shown to have a history of substance influence or use during his/her employment with the County, the County will be under no obligation to offer a second chance to enter a County approved chemical dependency program. However, nothing herein shall be construed to prevent the County from offering a second chance to enter a County approved chemical dependency program, should the County deem it warranted. This does not preclude the County from taking any disciplinary action for any infraction other than the chemical dependency for which the employee is seeking assistance.

(B) Upon successful completion of rehabilitation (as determined by the County physician) the employee shall be returned to their regular duty assignment or the equivalent thereof. If follow-up care is prescribed after treatment, such may be imposed by the County as a condition of continued employment. Moreover, the parties agree that entry into such a chemical dependency program shall be deemed to constitute reasonable belief that the employee is under the influence of or using drugs, narcotics, or alcohol, and that, accordingly, the employee may be subject to unlimited drug and/or alcohol testing procedures as outlined in Section 4 of this Article as required by management for a period not to exceed one (1) year from the date that the employee successfully completes the prescribed treatment plan. Should an employee refuse to submit to drug or alcohol testing in accordance with the provisions of this Section, to voluntarily enter a County approved chemical dependency program, to successfully complete or to otherwise comply with the requirements of such program, to comply with the requirements of any follow-up care, or should the employee test positive for drugs, narcotics or alcohol during the aforesaid one (1) year period, the employee shall be immediately dismissed.

(C) Two (2) years after treatment is completed, the records of such treatment and positive drug test results shall be retired to a closed medical record. Retired records shall

not be used against the employee for the purposes of progressive discipline, but may be used to substantiate that the employee has a history of substance influence or use during his/her employment with the County.

Section 8: The Union, upon request, shall have the right to observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results only if the release of such information is authorized by the employee involved.

Section 9: NO WAIVER OF LEGAL RIGHTS: The Employer and the Union agree that this program shall not diminish the rights of individual employees under State and/or Federal laws relating to drug and/or alcohol testing.

ARTICLE 26

MEDICAL ARBITRATION

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

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

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

ARTICLE 27

TERM OF AGREEMENT

The provisions of this agreement are for the Fiscal Years 2022/2023, 2023/2024, and 2024/2025 and shall be effective upon ratification of the Union membership and approval of the Board of County Commissioners for Broward County, Florida except as otherwise provided in the agreement, and shall continue in force thereafter, through September 30, 2025. Thereafter, this Agreement shall remain in effect, except for any provisions which specifically expire or are date specific, until a successor Agreement is ratified by the bargaining unit membership and then approved by the Board of Broward County Commissioners.

ARTICLE 28

LETTERS OF UNDERSTANDING

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

- 1.) January 18, 1996 re: Employees testifying on Behalf of a Grievant in an Arbitration
- 2.) September 15, 1999 re: Violence in the Workplace Policy/Labor Management Committee
- 3.) October 31, 2000 re: Exemption from Civil Service – Impact Bargaining
- 4.) July 23, 2001 re: Elevator Inspectors – Plan Review Assignment Pay
- 5.) November 7, 2001 re: Drop/Bonus Days/ Benefits on Leave of Absence
- 6.) October 26, 2010 re: Labor Management Committee to review salary survey results for selected individual job classifications or an identified job classification series for FY10/11 and 11/12.
- 7.) October 26, 2010 re: Provide the Union the opportunity to present to the County cost savings realized from contract provisions and/or process improvements to offset unpaid furlough days for FY 10/11.
- 8.) December 20, 2012 re: Salary Adjustment for Employees in Waste Water Treatment Facility
- 9.) December 20, 2012 re: *EasyPay* (Time and Attendance, Pay Card Program and Enterprise Resource Project)
- 10.) December 20, 2012 re: Insurance for Calendar Year 2013
- 11.) February 5, 2015 re: Compensation Study Implementation

- 12.) April 25, 2017 re: Bargaining Unit Seniority Tie-Breaker
- 13.) April 25, 2017 re: Immunizations for County Employees
- 14.) May 31, 2018 re: Personal Days in Annual Leave Bank
- 15.) November 22, 2019 re: Pilot Program – Utilities Mechanics
- 16.) November 22, 2019 re: Salary Study – Equipment Operator Job Series
- 17.) November 22, 2019 re: ERP and HCM Implementation
- 18.) September 28, 2022 re: Sick Leave Monitoring policy to cease effective December 31, 2022.
- 19.) September 28, 2022 re: Labor Management Committee Meeting in 2nd year to discuss three items for each party.

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 31st day of January, 2023.

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: 

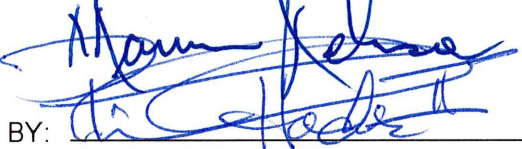
MAYOR

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


Mark Salas

<u>CLASS CODE</u>	<u>CLASSIFICATION TITLE</u>	<u>FLSA CODE</u>	<u>PAY GRADE</u>	<u>HOURLY MINIMUM</u>	<u>HOURLY MAXIMUM</u>	<u>ANNUAL MINIMUM</u>	<u>ANNUAL MAXIMUM</u>
BA007	AIRPORT OPERATIONS AGENT	N	PG113	\$24.5733	\$39.2189	\$51,112.52	\$81,575.35
BA034	ANIMAL CARE SPECIALIST	N	PG109	\$18.4003	\$29.3673	\$38,272.63	\$61,084.01
BA018	ANIMAL CARE SPECIALIST, FIELD	N	PG111	\$21.2642	\$33.9376	\$44,229.44	\$70,590.19
BA019	BRIDGE MECHANIC	N	PG112	\$22.8585	\$36.4828	\$47,545.62	\$75,884.19
BA043	BRIDGETENDER	N	PG108	\$17.1168	\$27.3184	\$35,603.03	\$56,822.29
BA005	BUILDING CODE INSPECTOR	N	PG116	\$30.5271	\$48.7217	\$63,496.41	\$101,341.16
BA029	CARPENTER	N	PG112	\$22.8585	\$36.4828	\$47,545.62	\$75,884.19
BA012	CODE ENFORCEMENT INSPECTOR	N	PG113	\$24.5733	\$39.2189	\$51,112.52	\$81,575.35
BA054	CONCESSION ATTENDANT *	N	PG105	\$13.7784	\$21.9902	\$28,659.16	\$45,739.57
BA057	CONTROL ROOM OPERATOR	N	PG113	\$24.5733	\$39.2189	\$51,112.52	\$81,575.35
BA044	COOK	N	PG107	\$15.9225	\$25.4123	\$33,118.81	\$52,857.58
BA055	CUSTODIAN	N	PG106	\$14.8117	\$23.6395	\$30,808.29	\$49,170.18
BA013	DIESEL MECHANIC	N	PG112	\$22.8585	\$36.4828	\$47,545.62	\$75,884.19
BA014	ELECTRICIAN	N	PG113	\$24.5733	\$39.2189	\$51,112.52	\$81,575.35
BA008	ELECTRONICS TECHNICIAN	N	PG113	\$24.5733	\$39.2189	\$51,112.52	\$81,575.35
BA002	ELEVATOR INSPECTOR	N	PG116	\$30.5271	\$48.7217	\$63,496.41	\$101,341.16
BA040	EQUIPMENT OPERATOR	N	PG109	\$18.4003	\$29.3673	\$38,272.63	\$61,084.01
BA020	EQUIPMENT OPERATOR, SENIOR	N	PG111	\$21.2642	\$33.9376	\$44,229.44	\$70,590.19
BA021	FORENSIC TECH/PHOTOGRAPHER	N	PG113	\$24.5733	\$39.2189	\$51,112.52	\$81,575.35
BA035	GROUNDS CURATOR	N	PG109	\$18.4003	\$29.3673	\$38,272.63	\$61,084.01
BA050	GROUNDSKEEPER	N	PG107	\$15.9225	\$25.4123	\$33,118.81	\$52,857.58
BA009	HOUSING PROGRAM CONST INSP	N	PG113	\$24.5733	\$39.2189	\$51,112.52	\$81,575.35
BA056	INDUSTRIAL ELECTRICIAN	N	PG114	\$26.4162	\$42.1605	\$54,945.71	\$87,693.75
BA036	LIFEGUARD COORDINATOR	N	PG110	\$19.7803	\$31.5694	\$41,142.98	\$65,664.37
BA030	LOCKSMITH	N	PG110	\$19.7803	\$31.5694	\$41,142.98	\$65,664.37
BA006	LONGLINE OPERATOR	N	PG114	\$26.4162	\$42.1605	\$54,945.71	\$87,693.75
BA022	MACHINIST	N	PG111	\$21.2642	\$33.9376	\$44,229.44	\$70,590.19
BA023	MAINTENANCE MECHANIC	N	PG111	\$21.2642	\$33.9376	\$44,229.44	\$70,590.19
BA045	MAINTENANCE WORKER	N	PG108	\$17.1168	\$27.3184	\$35,603.03	\$56,822.29
BA046	MOSQUITO CONTROL INSPECTOR	N	PG111	\$21.2642	\$33.9376	\$44,229.44	\$70,590.19
BA037	NATURAL RESOURCES CONTL WKR	N	PG109	\$18.4003	\$29.3673	\$38,272.63	\$61,084.01
BA038	PAINTER	N	PG110	\$19.7803	\$31.5694	\$41,142.98	\$65,664.37
BA047	PARKS AIDE	N	PG108	\$17.1168	\$27.3184	\$35,603.03	\$56,822.29
BA058	PARKS RANGER	N	PG110	\$19.7803	\$31.5694	\$41,142.98	\$65,664.37
BA004	PLANS EXAMINER	N	PG117	\$32.8170	\$52.3754	\$68,259.34	\$108,940.92

CLASS CODE	CLASSIFICATION TITLE	FLSA CODE	PAY GRADE	HOURLY MINIMUM	HOURLY MAXIMUM	ANNUAL MINIMUM	ANNUAL MAXIMUM
BA024	PLUMBER	N	PG113	\$24.5733	\$39.2189	\$51,112.52	\$81,575.35
BA048	PRINT SHOP ASSISTANT	N	PG107	\$15.9225	\$25.4123	\$33,118.81	\$52,857.58
BA031	PRINT SHOP SPECIALIST	N	PG110	\$19.7803	\$31.5694	\$41,142.98	\$65,664.37
BA031	PRINT SHOP SPECIALIST	N	PG110	\$19.7803	\$31.5694	\$41,142.98	\$65,664.37
BA001	RADIO INFRASTR SYSTEMS ENGINEER	N	PG118	\$35.2779	\$56.3035	\$73,378.12	\$117,111.32
BA051	RANGE ATTENDANT	N	PG106	\$14.8117	\$23.6395	\$30,808.29	\$49,170.18
BA015	REFRIGERATION MECHANIC	N	PG113	\$24.5733	\$39.2189	\$51,112.52	\$81,575.35
BA052	SECURITY GUARD	N	PG109	\$18.4003	\$29.3673	\$38,272.63	\$61,084.01
BA032	SIGN SHOP TECHNICIAN	N	PG110	\$19.7803	\$31.5694	\$41,142.98	\$65,664.37
BA053	STABLE ATTENDANT	N	PG107	\$15.9225	\$25.4123	\$33,118.81	\$52,857.58
BA041	STABLE ATTENDANT, SENIOR	N	PG109	\$18.4003	\$29.3673	\$38,272.63	\$61,084.01
BA042	STOREKEEPER	N	PG109	\$18.4003	\$29.3673	\$38,272.63	\$61,084.01
BA039	TRAFFIC CONTROL WORKER	N	PG109	\$18.4003	\$29.3673	\$38,272.63	\$61,084.01
BA025	TRAFFIC SIGNAL TECHNICIAN	N	PG113	\$24.5733	\$39.2189	\$51,112.52	\$81,575.35
BA010	TRAFFIC SIGNAL TECH SENIOR	N	PG115	\$28.3971	\$45.3225	\$59,065.96	\$94,270.74
BA016	TREATMENT PLANT OPERATOR	N	PG113	\$24.5733	\$39.2189	\$51,112.52	\$81,575.35
BA026	UTILITIES MECHANIC	N	PG112	\$22.8585	\$36.4828	\$47,545.62	\$75,884.19
BA027	VEHICLE MECHANIC	N	PG112	\$22.8585	\$36.4828	\$47,545.62	\$75,884.19
BA017	VEHICLE MECHANIC ELEC TECH	N	PG112	\$22.8585	\$36.4828	\$47,545.62	\$75,884.19
BA011	VEHICLE MECHANIC, LEAD WORKER	N	PG113	\$24.5733	\$39.2189	\$51,112.52	\$81,575.35
BA033	WATER METER TECHNICIAN	N	PG110	\$19.7803	\$31.5694	\$41,142.98	\$65,664.37
BA049	WEIGHSTATION OPERATOR	N	PG109	\$18.4003	\$29.3673	\$38,272.63	\$61,084.01
BA028	WELDER	N	PG111	\$21.2642	\$33.9376	\$44,229.44	\$70,590.19



Division of Human Resources
115 S. Andrews Avenue, Room 508
Fort Lauderdale, FL 33301

January 18, 1996

Irwin Berkowitz, Grievance Coordinator
Federation of Public Employees
Atrium Executive Plaza
499 N.W. 70th Avenue
Plantation, Florida 33317



Re: Letter of Understanding of Employees Testifying on
Behalf of a Grievant in an Arbitration

Dear Irwin:

The purpose of this letter is to document our understanding relating to employees testifying as a witness in an arbitration on behalf of a grievant. Specifically, you indicated that on occasion in the past, employees have testified as witness in an arbitration on behalf of a grievant without loss of pay.

As you understand and agree, the County's established policy and practice is that employees called on behalf of a grievant to testify as a witness in an arbitration do so on their own time and are not paid. However, due to the possible confusion in the arbitration for Robert White, and on a one-time basis, the County is willing to make the following four individuals whole (to the extent they were not paid) for the time expended testifying on behalf of the grievant, Robert White: Charles Benjamin, Gerson Dorce, Leon Fryar, Marvin Wright.

The Federation understands and agrees that it has been the County's practice that any employee called on behalf of a grievant to testify as a witness in an arbitration use accrued leave or leave without pay after receiving the necessary supervisory approvals, which approvals the County agreed would not be unnecessarily withheld. It is agreed that future witnesses, called on behalf of the grievant to testify at arbitrations, will only be paid if prior written approval is received by the Union from the Human Resource Director. Otherwise, no other payments would be authorized.

If you agree that the contents of this letter accurately reflect our agreement, please sign below and return to me.

Sincerely,

Phil Rosenberg, Director
Division of Human Resources
LabEncoc. 811

Irwin Berkowitz, Grievance Coord.
Federation of Public Employees

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS — An Equal Opportunity Employer and Provider of Services

Scott Cowan Suzanne M. Gursky John D. Har Lon Norris Parnish David Pomeroy John E. Goddard, Jr. Gerald F. Thompson

We're Building A Future For Your Family, And Your Business.



Division of Human Resources
115 S. Andrews Avenue, Room 508
Fort Lauderdale, FL 33301

September 15, 1999

Mr. Walter J. Browne, President
Federation of Public Employees
1700 NW 66 Avenue, Suite 100
Plantation, Florida 33313

RE: Violence in the Workplace Policy / Labor Management Committee

Dear Mr. Browne:

The purpose of this letter is to document our mutual understanding of an agreement between Broward County and the Federation of Public Employees regarding the creation of a Labor Management Committee to consider issues related to the County's Violence In the Workplace Policy.

The purpose of the Committee will be to share information about trends in workplace violence in the country and in the County, to provide an opportunity for Federation input as to physical security enhancements, and to consider necessary training options.


The Committee will have no jurisdiction and no role in the decision making or intervention in individual cases of violence or threat of violence. That critical incident role, the possible disciplinary action, or Employee Assistance Program role in individual cases is not in the jurisdiction of this Committee.

The Labor Management Committee shall be appointed no later than December 31, 1999. The Labor Management Committee shall consist of three (3) representatives from the Union and three (3) from the County. The Committee will meet at least three times a year (March, July, November), and will meet in addition to that on the call of the Federation or the County at time and places that the parties will agree upon, subsequent to the overall Labor Agreement.

Should the content of this letter accurately reflect our mutual understanding and intent of our agreement, please indicate your concurrence by signing below.

Sincerely,


Phil Rosenberg, Director
Human Resources Division


Walter J. Browne, President
Federation of Public Employees

**Division of Human Resources**

115 S. Andrews Avenue, Room 508
Fort Lauderdale, FL 33301

October 31, 2000

Dan Reynolds, Executive Director
Federation of Public Employees
1700 NW 66th Avenue - Suite 100
Plantation, FL 33317

VIA TELEFAX: 797-2922

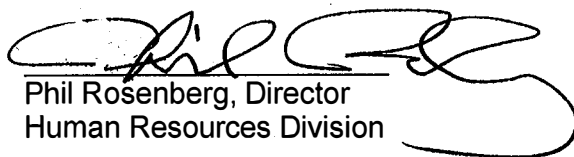
RE: Exemption from Civil Service - Impact Bargaining

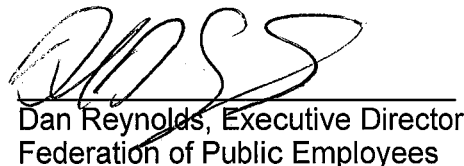
Dear Mr. Reynolds:

As a result of our discussions on October 5th and 16th, 2000, the purpose of this letter is to document our mutual understanding of any impacts on bargaining unit employees as a result of the County's action to exempt positions from Civil Service as they become vacant. Specifically, the County and the Federation agreed to the following as it relates to the County's Blue Collar employees:

1. The Parties agree that any specific reference to a provision of the Civil Service Rules and Regulations in the contract between Broward County and the Federation of Public Employees representing the Blue Collar employees will remain in full force and effect unless changed as a result of subsequent collective bargaining.
2. That the County will utilize the attached acknowledgment form to advise any employee or applicant accepting a bargaining unit position exempt from Classified Civil Service, that the position is covered under the provisions of a collective bargaining agreement and as such, all rights, benefits and privileges regarding terms and conditions of employment available through the applicable collective bargaining agreement will be available to them on the same terms as other bargaining unit members.
3. Consistent with the language in Article 13, the Parties agree that the current Civil Service employee preference points will continue to apply as in the past unless changed as a result of subsequent collective bargaining. Specifically, when an open recruitment process utilizes a points system to establish ratings, the County will continue to add the applicable employee preference points to the final rating.

Should the contents of this letter accurately reflect our mutual understanding and agreement, please indicate your approval by signing below.


Phil Rosenberg, Director
Human Resources Division


Dan Reynolds, Executive Director
Federation of Public Employees

PR/KBK/cs
(A:\FOPE~LOUbc~10-00.L4.wpd)

ACKNOWLEDGMENT OF EXCLUSION FROM THE
CLASSIFIED CIVIL SERVICE
(BARGAINING UNIT POSITION)

This is to confirm my understanding and acceptance that, although the position I have been offered as a(n) _____ is excluded from the Classified Civil Service, I understand that the position is covered by the provisions of a collective bargaining agreement. As such, all the rights, benefits and privileges regarding terms and conditions of employment available through the applicable collective bargaining agreement are available to me on the same terms as other bargaining unit members.

I, the undersigned, fully understand the above stated employment status and accept the offered employment on that basis.

Employee Signature

Signature of Witness (from employing agency)

Job Title

Job Title of Witness

Date

Date

[acknowledgment.unionposition]



Division of Human Resources
115 S. Andrews Avenue, Room 508
Fort Lauderdale, FL 33301

July 23, 2001

Mr. Daniel D. Reynolds
Executive Director
Federation of Public Employees
1700 NW 86 Avenue - Suite 100
Plantation, FL 33313

RE: Elevator Inspectors - Plan Review Assignment Pay

Dear Dan:

The purpose of this letter is to document our mutual agreement and understanding regarding application of Plan Review Assignment Pay to the new job classification of Elevator Inspector. Article 5, Section 5 of the current Labor Agreement between Broward County and the Federation of Public Employees (Blue Collar Bargaining Unit) provides for a 5% assignment pay specifically for Building Code Inspectors assigned to do plan review. The contract specifically limits the assignment pay to employees in the job classification of Building Code Inspector. Subsequent to the approval of the current Labor Agreement, a new job classification entitled Elevator Inspector was created and approved by Broward County Commission and added to the Blue Collar Bargaining Unit. This position is similar in nature to the Building Code Inspector in relation to the duties, responsibilities and pay range, albeit specifically dedicated to the inspection of elevators. The Division of Building Code Services advises Human Resources that employees in the Elevator Inspector job classification are also subject to being assigned to plan review and, as such, should also be eligible to receive the assignment pay otherwise applicable to Building Code Inspectors.

The purpose of this letter is to document our mutual agreement to apply the 5% assignment pay described in Article 5, Section 5 to Elevator Inspectors as well as the Building Code Inspectors so assigned under the same terms and conditions as described in the Labor Agreement. We agree that the application of this assignment pay to Elevator Inspectors is retroactive to the establishment of this new job classification, however, receipt of assignment pay is only applicable to an individual effective on the date actually assigned.

Should you agree that the contents of this letter accurately reflect our understanding, please indicate by signing below. Thank you for your cooperation in this matter.

Sincerely,

James R. Acton, Jr., Director
Human Resources Division

JRA:pj

Daniel D. Reynolds, Executive Director
Federation of Public Employees



Division of Human Resources
 115 S. Andrews Avenue, Room 508
 Fort Lauderdale, FL 33301

November 7, 2001

Mr. Daniel D. Reynolds, Executive Director
 Federation of Public Employees – County Blue Collar Unit
 1700 NW 66th Avenue - Suite 100-B
 Plantation, Florida 33313

RE: Letter of Understanding: DROP/Bonus Days/Benefits While on Leave of Absence

Dear Mr. Reynolds:

The purpose of this letter is to document our mutual understanding and agreement to apply certain Administrative Code changes to the applicable portion of our labor agreement. Specifically, on June 19, 2001, the Board of County Commissioners approved a Resolution amending the County Administrative Code (see attached) regarding leave usage and accrual for employees entering the Florida Retirement System's DROP Program, Bonus Day earning, Benefit entitlement while on Leave of Absence, and Tuition Reimbursement. Also attached to this letter is a summary of those amendments to the Administrative Code. These procedures are largely ministerial, housekeeping and provide the capability to track leaves and bonus days in a more automated and efficient fashion.

The agreement in this letter is to apply these amendments to the collective bargaining agreement between Broward County and Federation of Public Employees – Blue Collar Unit. Specifically, the following articles would be affected by these Administrative Code changes:

1. Article 10, Section 2 of the Labor Agreement deals with Bonus Day accruals and currently provides that an employee who has completed the initial probationary period will be entitled to earn eight (8) hours of time off with pay for each six (6) month period in which no sick leave is used. By applying the amended Section 14.230(h) of the Civil Service Rules to the labor agreement bargaining unit members will earn one (1) bonus day for any thirteen (13) consecutive pay periods in which the employee does not take any sick leave or leave without pay.
2. The current labor agreement does not specifically address an employee's eligibility for DROP (Deferred Retirement Option Program). However, to clarify any outstanding issues regarding the DROP and related annual leave accrual, the County and Federation of Public Employees- Blue Collar Bargaining Unit agree to apply the amended Section 14.229 (g)(2) and (h) of the Civil Service Rules to provide that bargaining unit members who participate in DROP and who elect to receive payout of all or any portion of accrued annual leave upon entering DROP will continue to accrue leave consistent with the accrual rates defined in the labor agreement and when the employee separates from County service, he/she shall be paid for all accrued and unused annual leave remaining in their leave bank as of the date of separation consistent with the leave pay out terms of the contract.

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS — An Equal Opportunity Employer and Provider of Services

Josephus Eggelston, Jr. Ben Graber Suzanne N. Gunzburger Kristin D. Jacobs Ilene Ueberman Lori Nance Porrish John E. Rodstrom, Jr. James A. Scott Diane Wasserman-Rubin
 Visit us on the Internet: www.broward.org/careers


3. The labor agreement does not specifically address an employee's benefit entitlement while on approved Leave of Absence Without Pay. Section 14.238 of the Civil Service Rules has been amended to provide that a benefit eligible employee on approved leave without pay will continue to receive any applicable County insurance benefit allowance for the first seven (7) full pay periods of leave of absence without pay. The Civil Service Rules had previously provided for payment of insurance premiums to benefit eligible employees for ninety (90) days.

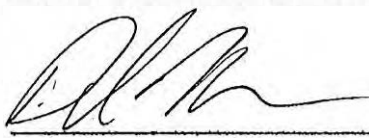
4. Article 13, Section 4 of the Labor Agreement provides that employees who participate in the County's educational reimbursement program would be subject to the rules established by County policies. This is to acknowledge that this policy as defined in Sections 22.73 – 22.76 of the Broward County Administrative Code has been amended to eliminate the one (1) year waiting period requirement for participation in the Tuition Reimbursement Program and allows benefit-eligible Part-time 20 employees to participate in the Tuition Reimbursement Program. Part-time 20 benefit-eligible employees will receive 50% of eligible tuition.

The above referenced amendments were approved by the Commission to be effective on July 1, 2001, for unrepresented employees. I appreciate your cooperation in clarifying the application of these amendments to employees covered by our Labor Agreement and look forward to working with you on other matters which will make our dealings and administrative processes run more smoothly.

If you agree that the contents of this letter reflects our agreements, please sign below and return to me.

Sincerely,


James R. Acton, Jr., Director
Human Resources Division


Daniel D. Reynolds, Executive Director
Federation of Public Employees -
Blue Collar Unit

ATTACHMENT

JA/KBK/cs
(A:\Reynolds~LOU-DROPbc.L6.wpd)

NOTICE

SUMMARY OF PROPOSED CHANGES TO CHAPTERS 14 AND 22 OF BROWARD COUNTY ADMINISTRATIVE CODE, (CIVIL SERVICE RULES)

1. Florida Retirement System's Deferred Retirement Option Program (DROP)

Subsections 14.229 (g) and (h) are amended to provide that employees who participate in DROP and who elect to receive payout of all or any portion of accrued annual leave upon entering DROP remain eligible to receive payment for any accrued and unused annual leave at separation from County employment consistent with other leave payout policies.

2. Bonus Day Accrual

Subsections 14.230(h): Currently, employees earn a Bonus Day for any consecutive six (6) month period in which the employee uses no sick leave. Subsection 14.230(h) changes this period of time to thirteen (13) consecutive full pay periods in order to align with the County's two-week payroll cycle. The section also clarifies that leaves of absence without pay are not credited toward the earning of a Bonus Day.

3. Continuation of Benefit Allowance During Approved Leave Without Pay Status

Subsection 14.238 is amended to recognize the County's cafeteria benefit plan. The County will continue to provide the approved benefit plan allowance to a benefit eligible employee on an approved leave without pay status not to exceed the first seven (7) consecutive full pay periods of the leave of absence.

4. Tuition Reimbursement Program

Sections 22.73, 22.74, 22.75, and 22.76 : Currently, only full-time County employees who have completed one (1) year of continuous county employment are eligible to participate in the Tuition Reimbursement Program. Sections 22.73, 22.74, 22.75, and 22.76 eliminate the one year waiting period requirement for participation in the Tuition Reimbursement Program and allow benefit-eligible part-time 20 employees to participate in the Tuition Reimbursement Program. Full-time benefit-eligible employees will receive 100% of eligible tuition while part-time 20 benefit-eligible employees will receive 50% of eligible tuition.

These proposed changes will be presented to the Board of County Commissioners on June 19, 2001, for consideration.



Our Best.
Nothing Less.

Finance and Administrative Services Department
HUMAN RESOURCES DIVISION
115 S. Andrews Avenue, Room 508 • Fort Lauderdale, Florida 33301

October 26, 2010

Daniel D. Reynolds, Executive Director
Federation of Public Employees
1700 N.W. 66 Avenue – Suite 100
Plantation, FL 33313

RE: Letter of Understanding – Establishment of Labor Management Committee to Review Salary Survey Results


Dear Mr. Reynolds:

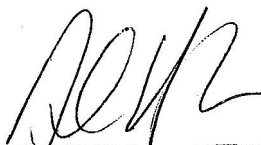
The purpose of this letter is to document our mutual understanding of an agreement between the County and the Federation of Public Employees regarding the conducting of Salary Surveys for certain job classifications covered by the Federation for FY 2010/2011 and FY 2011/2012.

On or before February 1 of each year, the Federation will provide the County with a list of five (5) job classifications or two (2) job classification series, along with documents justifying inclusion of the job classes or series in the Salary Survey. The County agrees to conduct studies and present the results to the Federation for review by August 1. The County also agrees to meet and discuss with the Federation these results and possible implementation consistent with County policies. The composition and structure of these meetings will be consistent with Article 5, Section 8, of the Collective Bargaining Agreement and begin no later than July 1 of each year. However, such discussions are not subjects of negotiations or the statutory impasse procedures.

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

Sincerely,


Allen Wilson, SPHR, Labor Relations Manager
Human Resources Division


Daniel D. Reynolds, Executive Director
Federation of Public Employees

AW/ps

cc: Kevin B. Kelleher, Director, Human Resources Division
Sharon Woods, Compensation and Records Manager, Human Resources Division



Our Best.
Nothing Less.

Finance and Administrative Services Department
HUMAN RESOURCES DIVISION
115 S. Andrews Avenue, Room 508 • Fort Lauderdale, Florida 33301

October 26, 2010

Daniel D. Reynolds, Executive Director
Federation of Public Employees
1700 N.W. 68 Avenue – Suite 100
Plantation, FL 33313

RE: Letter of Understanding – Cost Savings to Offset Unpaid Furloughs

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 to afford an opportunity to the Federation to present to the County identified cost savings realized from contract provisions and/or process improvements in order to offset unpaid furloughs for FY 2010/2011. Such savings must be recurring, documented and approved by the County Administrator.

On or before February 7, 2011, the Federation may provide the County with a list of contractual provisions and/or process improvements, along with documentation justifying the amount of estimated savings. The County agrees to consider any and all information provided. In addition, the County also agrees to meet with the Federation in the form of a focus group, and discuss the ideas presented and possible implementation upon approval by the County Administrator. However, such discussions are not subject to negotiations or the statutory impasse procedures.

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

Sincerely,

Allen Wilson, SPHR, Labor Relations Manager
Human Resources Division

Daniel D. Reynolds, Executive Director
Federation of Public Employees

AW/ps

cc: Kevin B. Kelleher, Director, Human Resources Division



Finance and Administrative Services Department
HUMAN RESOURCES DIVISION
115 S. Andrews Avenue, Room 508 • Fort Lauderdale, Florida 33301

December 20, 2012

Mr. Daniel D. Reynolds
Federation of Public Employees
1700 NW 66 Avenue – Suite 100-B
Plantation, FL 33317

RE: Letter of Understanding – Federation of Public Employees – Blue Collar
Salary Adjustment for Employees in Waste Water Treatment Facility

Dear Mr. Reynolds:

The purpose of this letter is to document our mutual understanding of an agreement between the County and the Union regarding a one-time salary adjustment increase of five percent (5%) to their base salary rate as of October 13, 2012, for current employees in the following job classifications that are regularly assigned to work in the Waste Water Treatment facility (Copans and Powerline) and currently receiving the five percent (5%) assignment pay:

- Electrician II
- Electronics Technician I & II
- Equipment Operator II & III
- Maintenance Worker II
- Plant Operator I & II
- Utilities Mechanic I & II
- Welder

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

Sincerely,

Kevin B. Kelleher, Director
Human Resources Division

Daniel D. Reynolds, President
Federation of Public Employees

KK/sc

- c: Susan Friend, Director, Accounting Division
- John Bruno, CIO, Enterprise Technology Services
- Allen Wilson, Labor Relations Manager, Human Resources Division
- Linda Lewis, Business Representative, Federation of Public Employees



Finance and Administrative Services Department
HUMAN RESOURCES DIVISION
 115 S. Andrews Avenue, Room 508 • Fort Lauderdale, Florida 33301

December 20, 2012

Mr. Daniel D. Reynolds
 Federation of Public Employees
 1700 NW 66 Avenue – Suite 100-B
 Plantation, FL 33317

RE: Letter of Understanding – Federation of Public Employees – Blue Collar
EasyPay (Time and Attendance, Pay Card Program and Enterprise Resource
 Project)

Dear Mr. Reynolds:

The purpose of this letter is to document our mutual understanding of an agreement between the County and the Union regarding an electronic time and attendance, payroll distribution program and Enterprise Resource Project (ERP). Collectively, these three programs are called **EasyPay**. The **EasyPay** program will apply to County employees, with the significant changes to include: (1) the replacement of manual payroll checks with direct deposit and pay cards as well as replacing check stubs and direct deposit paper slips with on-line pay stubs; (2) a fully automated time keeping system; and (3) the replacement of the County's existing Payroll/Human Resource system.

- (1) **Replacement of manual payroll checks** – The parties agree that bargaining unit employees will be paid through direct deposit with their identified banking institution. If the employee does not have a banking institution, the employee will receive a pay card and their earned wages will be uploaded to that pay card every pay period. In either event, paper pay stubs will be replaced with on-line pay stubs. These changes are anticipated to be implemented in early 2013.
- (2) **Automated Time Keeping System** – The parties agree that the County and Union have met and reviewed the new time keeping system and have validated the pay and work rules that will be programmed into the new automated time keeping system. Those rules are intended to be the parties' implementation of the collective bargaining agreement provisions. The new automated time keeping system is anticipated to be implemented on or before October 2013.
- (3) **Replacement of County existing Payroll/Human Resource System** – The County is currently exploring an Enterprise Resource Planning system that would include a new Payroll/Human Resources System. The parties agree to meet and discuss the ERP, in the event that the County contemplates said system.

Mr. Daniel D. Reynolds
December 20, 2012
Page 2

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

Sincerely,



Kevin B. Kelleher, Director
Human Resources Division



Daniel D. Reynolds, President
Federation of Public Employees

KK/sc

c: Susan Friend, Director, Accounting Division
John Bruno, CIO, Enterprise Technology Services
Allen Wilson, Labor Relations Manager, Human Resources Division
Linda Lewis, Business Representative, Federation of Public Employees



Finance and Administrative Services Department
HUMAN RESOURCES DIVISION
115 S. Andrews Avenue, Room 508 • Fort Lauderdale, Florida 33301

December 20, 2012

Mr. Daniel D. Reynolds
Federation of Public Employees
1700 NW 66 Avenue – Suite 100-B
Plantation, FL 33317

RE: Letter of Understanding – Health Insurance for Calendar Year 2013

Dear Mr. Reynolds:

The purpose of this letter is to document our mutual understanding and agreement between Broward County (“County”) and the Federation of Public Employees – Blue Collar Unit (“Union”), regarding health insurance for Calendar Year 2013. While the Collective Bargaining Agreement for FY 2011/2012 expired on September 30, 2012, this letter addresses health insurance from January 1, 2013 through December 31, 2013 due to the fact that the County’s health insurance plan is based on calendar years.

As part of the tentative agreement for the Collective Bargaining Agreement, the parties have agreed that employees covered by the Blue Collar Bargaining Agreement shall be held harmless from any increases to health insurance premiums as well as any reductions in the level of insurance benefits for Calendar Year 2013. This means that employees shall pay no greater employee premium contribution than they paid for the same plan option and tier of coverage selected in Calendar Year 2012. The County further agrees to continue to offer Consumer Driven Health (“CDH”) high, low and out-of-network plan options.

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

Sincerely,

Kevin B. Kelleher, Director
Human Resources Division

Daniel D. Reynolds, President
Federation of Public Employees

KK/sc

- c: Susan Friend, Director, Accounting Division
- John Bruno, CIO, Enterprise Technology Services
- Allen Wilson, Labor Relations Manager, Human Resources Division
- Linda Lewis, Business 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

February 5, 2015

Daniel D. Reynolds, President
Federation of Public Employees
1700 NW 66th Avenue – Suite 100-B
Plantation, FL 33317

RE: Letter of Understanding - Job Classification and Pay Study

Dear Mr. Reynolds:

The purpose of this letter is to document the mutual understanding of the agreement between Broward County (County) and the Federation of Public Employees, Blue Collar Unit regarding implementation of the results of the Job Classification and Pay Study of the County conducted in 2014 by the Management Advisory Group (MAG).

As you are aware, Broward County employees, including members of the Blue Collar bargaining unit, were asked to complete Job Analysis Questionnaires (JAQ) detailing the knowledge, skills, abilities, and other job-related information necessary to perform the functions of their position with the County. MAG was tasked with analyzing the information obtained through the JAQ process, conducting relative market surveys of benchmarked classifications, and performing comparative analysis of the data in the context of the County's current classification and pay plan. At the conclusion of the project, MAG will provide County Administration with recommendations which may modify the existing position classification and compensation plans and policies to more accurately align with the competitive markets. MAG will also recommend an implementation and maintenance strategy.

Upon receipt of MAG's final recommendations of the Job Classification and Pay Study, the County will meet and confer with the Union for the purpose of sharing the results and recommendations which may be implemented by the County. During this meeting, the Union is encouraged to make recommendations, however, in the event the Union disagrees with the implementation of the Job Classification and Pay Study, the County Administrator may still implement any or all of the recommendations at the County's discretion and such decisions shall not be grievable. Notwithstanding the above, the Union will have the right to impact bargain over any changes to the salary ranges.

Further, the County acknowledges that no employee of any bargaining unit will suffer a reduction in their existing pay rate as a consequence of implementation.

If the content of this letter accurately reflects our mutual understanding agreement, please indicate by signing below and return it to my attention.

Sincerely,

Kevin B. Kelleher, Director
Human Resources Division

Daniel D. Reynolds, President
Federation of Public Employees

4/8/15
Date



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 66th 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,



Mary McDonald, Acting Director
Human Resources Division



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

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April 25, 2017

Mr. Dan Reynolds, President
Federation of Public Employees
1700 NW 66th 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.

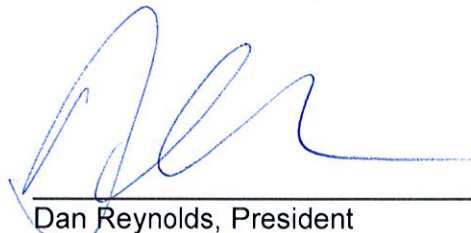
If any bargaining unit employee is approved by the Risk Management Division for immunization(s) and does not complete the series of immunizations as required, the employee may be subject to corrective action as provided for in Article 4 – EMPLOYEE RIGHTS of the applicable Collective Bargaining Agreement,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



Mary McDonald, Acting Director
Human Resources Division



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



Finance and Administrative Services Department
HUMAN RESOURCES DIVISION

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May 31, 2018

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

RE: Letter of Understanding – Personal Days in Annual Leave bank


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 contract provision to add the personal days to the employees' annual leave bank as provided for in Article 8, HOLIDAYS, Section 1.


Pursuant to Article 7, ANNUAL LEAVE, employees serving a probationary period are not authorized take accrued annual leave until such time as their probationary period is successfully completed. However, as the personal days are now added to the annual leave bank, the parties agree that probationary employees will be authorize to use up to 16 or 20 hours of annual leave as personal days, depending on their scheduled work week (four or five day work week).

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

Sincerely,



Mary McDonald, Acting Director
Human Resources Division



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
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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
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,

David Kahn, Director
Human Resources Division

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



Finance and Administrative Services Department
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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
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,

David Kahn, Director
Human Resources Division

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



Finance and Administrative Services Department
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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,

David Kahn, Director
Human Resources Division

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



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

September 28, 2022

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

RE: Letter of Understanding (“LOU”) – Ceasing of Sick Leave Monitoring Policy.

Dear Mr. Reynolds:

The purpose of this letter is to document our mutual understanding of the agreement between Broward County and the Federation of Public Employees – Blue Collar Unit to no longer apply Broward County’s Sick Leave Monitoring Policy to employees covered by the Blue Collar collective bargaining agreement.


Specifically, Broward County and Federation agree that effective December 31, 2022, the Sick Leave Monitoring Policy will no longer apply to bargaining unit members. Consistent with Article 10, Sick Leave, Section 4, all other sick leave provisions in the collective bargaining agreements and other County sick leave processes will remain in effect.

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

Sincerely,



David Kahn, Director
Human Resources Division



Dan Reynolds, President
Federation of Public Employees

c: Allen Wilson, Assistant Director, Human Resources Division



Finance and Administrative Services Department

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September 28, 2022

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

RE: Letter of Understanding ("LOU") – Labor Management Committee.

Dear Mr. Reynolds:

The purpose of this letter is to document our mutual understanding of the agreement between Broward County and the Federation of Public Employees – Blue Collar Unit to schedule a labor management committee to allow the parties to discuss operational issues of interest to the parties.

Specifically, Broward County and Federation agree that during the first and second years of the contract, pursuant to Article 5 Wages and Compensation, Section 8: Labor Management Committee, the County agreed to meet and confer with the Federation, upon its request, in a Labor Management Committee to discuss up to three items each that are of interest to the Union and the County. However, such discussions are not subjects of negotiations or the statutory impasse procedures.

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 David Kahn, consisting of a stylized 'D' and 'K' followed by a horizontal line.

David Kahn, Director
Human Resources Division

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

Dan Reynolds, President
Federation of Public Employees

c: Allen Wilson, Assistant Director, Human Resources Division