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**Tentative Agreement between Broward County and AFSCME 2200  
(Port Maintenance Unit)  
For Fiscal Years 2021/2022, 2022/2023, 2023/2024**

**(Subject to Finalization of Contract Language)**

This Tentative Agreement resolves any outstanding bargaining between the Broward County and AFSCME 2200 on behalf of the Port Maintenance Unit employees. This Tentative Agreement is first subject to approval of the County Administrator. Thereafter, the Agreement is subject to finalization of the contract language, ratification by the members of the bargaining unit and subsequent approval by the Board of County Commissioners.

Three (3) year Agreement (FY2021/2022, 2022/2023, 2023/2024)

**Article 4. Dues Deduction**

Add language to the first paragraph.

The County, where so authorized and directed in writing by an individual employee included in the Union on the Authorization and Deduction Form properly executed by the individual employee, will deduct that individual's union membership dues. The County shall also provide a second payroll deduction for the Union's Political Action Committee (PEOPLE). Uniform assessments, defined as an across-the-board assessment levied uniformly on all Union members, will be deducted from the wages of employees as soon as possible following written authorization from the Union. The deductions are subject to the following terms and conditions:

**Article 12. Wages and Compensation**

B. Fiscal Year 2021/2022:

1. Effective October 1, 2021, all pay range minimum and maximum rates of pay will be adjusted upward three percent (3%) as reflected in Appendix "A" This pay range adjustment does not adjust any individual employee's salary, unless the individual employee's salary is below the new minimum rate of the pay range, wherein the employee's salary will be brought to the new minimum.

2. For Fiscal Year 2021/2022, effective on the first full pay period in October of 2021 (October 3, 2021), eligible bargaining unit employees, who (a) on their most recent annual performance review or other performance-based evaluation program received a rating of "Meets Overall Expectations" or higher; (b) are employed by the County as of October 2, 2021; and (c) are in a Bargaining Unit position as of the date of County Commission approval of this Agreement will receive a two (2) step increase within range, in accordance with the Pay Plan for Fiscal Year 2021/2022 contained in Appendix A of this Article.

3. Eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 3, 2021, will not be eligible for a base hourly adjustment as provided in Section B.2. above. Those employees will receive a one-time, gross lump sum amount equal to four percent (4.0%) of the employee's base annual salary.

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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 step increase at this time. However, in accordance with County Policy, such employees should be placed on a formal Performance Improvement Plan with a time duration of ninety (90) days and receive a “Special Performance Evaluation”. At the conclusion of the Performance Improvement Plan time frame, those employees with a performance rating that at least “Meets Overall Expectations” will receive the step increase stated in Section B.2., prospectively.

4. Notwithstanding the above, in the event that the County agrees to a non-concessionary across the board, salary/wage increase greater than six percent (6%) combined over Fiscal Years 2021/2022 and 2022/2023 with the Blue Collar bargaining unit, White Collar bargaining unit, Government Supervisors Association-Professional, Government Supervisors Association-Supervisory bargaining units, Port Everglades Supervisory and Non-Supervisory Units, and/or the unrepresented employees, either party may request in writing its desire to meet to explore alternatives to the agreed upon salary/wage provisions of this Article. Any such request is an informal request that does not trigger the opening of the parties’ Collective Bargaining Agreement or the impasse provisions of Chapter 447, Florida Statutes. Further, the request must be received within thirty (30) days of County approval of such salary decrease/increase.

**C. Fiscal Year 2022/2023:**

1. For Fiscal Year 2022/2023, effective on the first full pay period in October of 2022 (October 2, 2022), eligible bargaining unit employees, who (a) on their most recent annual performance review or other performance-based evaluation program received a rating of “Meets Overall Expectations” or higher; (b) are employed by the County as of October 1, 2022; will receive a one (1) step increase within range, in accordance with the Pay Plan contained in Appendix A of this Article.

2. 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 B.2. above. Those employees will receive a one-time, gross lump sum amount equal to two percent (2.0%) of the employee’s base annual salary.

3. All current employees who on their most recent annual performance evaluation received a rating of “Does Not Meet Overall Expectations” will not be eligible to receive the annually determined step increase at this time. However, in accordance with County Policy, such employees should be placed on a formal Performance Improvement Plan with a time duration of ninety (90) days and receive a “Special Performance Evaluation”. At the conclusion of the Performance Improvement Plan time frame, those employees with a performance rating that at least “Meets Overall Expectations” will receive the step increase stated in Section B.2., prospectively.

4. Notwithstanding the above, in the event that the County agrees to a non-concessionary across the board, salary/wage increase greater than six percent (6%) combined over Fiscal Years 2021/2022 and 2022/2023 with the Blue Collar bargaining unit, White Collar bargaining unit, Government Supervisors Association-Professional, Government Supervisors Association-Supervisory bargaining units, Port Everglades Supervisory and Non-Supervisory Units, and/or the unrepresented employees, either party may request in writing its desire to meet to explore

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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.

**D. Fiscal Year 2023/2024:**

1. For Fiscal Year 2023/2024, either party, upon written request, can reopen Article 28, Wages and Compensation and two (2) 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.

Except as expressly modified by this Tentative Agreement all terms and conditions of the CBA remain in full force and effect.