

Summary of Agreement Provision between  
Government Supervisors Association of Florida OPEIU, AFL-CIO, Local 100  
Professional Unit  
For Fiscal Year 2019/2020

Third-Year Wage Re-Opener (Fiscal Year 2019/2020)

**ARTICLE 11 - WAGES**

**New Section C:**

**C. Fiscal Year 2019/2020:**

1. For Fiscal Year 2019/2020, effective on the first full pay period in October of 2019 (October 6, 2019), eligible bargaining unit employees, who on their most recent annual performance review or other performance-based evaluation program received a rating of "Meets Overall Expectations" or "Exceeds Overall Expectations", will receive a 3% base salary increase (within the salary range). Those current employees recently hired and who have yet to receive their annual performance review for their current position as of October 5, 2019, shall also receive the 3% base salary increase. To be eligible, employees must be employed in a Bargaining Unit position as of October 5, 2019 and the date of Commission approval of this Agreement.
2. Eligible employees below the maximum of the pay range, and limited to an increase of less than 3% to their base hourly pay due to the maximum of the pay range, shall receive a one-time, gross lump sum amount equal to the difference between 3% and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar).
3. Eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 5, 2019, will not be eligible for a base hourly adjustment as provided in Section C.1. above. Those employees will receive a one-time, gross lump sum amount equal to 3% of the employee's base annual salary.
4. All current employees who on their most recent annual performance evaluation received a rating of "Does Not Meet Overall Expectations" will not be eligible to receive the annually determined percentage increase at this time. However, in accordance with County Policy, such employees should be placed on a formal Performance Improvement Plan with a time duration of 90 days and receive a "Special Performance Evaluation". At the conclusion of the Performance Improvement Plan time frame, those employees with a performance rating that at least "Meets Overall Expectations" will receive the 3% base salary increase prospectively.
5. Notwithstanding the above, in the event that the County agrees to a non-concessionary across-the-board, salary/wage increase greater than 3% combined over Fiscal Year 2019/2020 with the Blue Collar Bargaining Agreement, White Collar Bargaining

Agreement Units, and/or unrepresented employees, either party may request in writing its desire to meet to explore alternatives to the agreed upon salary/wage provisions of this Article. Any such request is an informal request that does not trigger the opening of the parties' Collective Bargaining Agreement or the impasse provisions of Chapter 447, Florida Statutes. Further, the request must be received within 30 days of County approval of such salary decrease/increase.

**F. Shift Differential:**

**Charge Nurse Pay.** In the absence of a Registered Nurse Supervisor, one (1) Registered Nurse, per scheduled shift, shall be designated as "Charge Nurse." The employee designated as the Charge Nurse for that shift shall receive an additional \$2.50 per hour, in addition to their regular hourly rate of pay, for each hour worked during the shift as a Charge Nurse.

**ARTICLE 22 – HOLIDAYS**

A. 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.

CD. Full-time Bargaining Unit members assigned to a four day per week work schedule generally work four 9 ½ hour days with a ½ hour time adjustment per day or portion of a day actually worked, for a total of forty (40) hours per week. Employees so assigned shall receive ten (10) hours of paid leave for each

**ARTICLE 23 – SICK LEAVE**

New Section D.

D. Employees who are approved to utilize their sick leave under their Family Medical Leave Act (FMLA) entitlement, including sick leave usage for worker's compensation instances, shall not have that FMLA designated sick leave counted as an occurrence for purposes of the sick leave monitoring policy nor shall use of that designated sick leave disqualify an employee from being awarded a "bonus day" pursuant to Section A of this Article.

**ARTICLE 32 – JOB BASIS EMPLOYEES**

C. Employees in bargaining unit positions that are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) are eligible for Job Basis Leave. The determination of job basis or exempt status is the responsibility of the Division of Human Resources. Procedures for the request and approval of Job Basis Leave will be the same as those for Annual Leave. Job Basis Leave is intended to be used during the payroll calendar year in which it is available, and may not be carried over into the next payroll calendar year. Bargaining Unit employees separated from County service shall not be paid out for unused Job Basis Leave. Job Basis Leave shall be available for use as follows:

### **Letters of Understanding**

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

Added Letter of Understanding to meet and confer with the Union to discuss the results of the Education, Certificate, and License data collection for the Compensable Factor Form for unit employees.

Added Letter of Understanding to convene a labor management committee to discuss and review a Flex-Time policy.

Added Letter of Understanding to include in the calendar year 2020 market survey the job classifications of Skilled Trades Supervisor, Superintendent of Transportation, Assistant Superintendent of Transportation, Consumer Relations Analyst and Consumer Protection Inspector.

### **APPENDIX A1 – PAY PLAN**

The job classification of Associate Medical Examiner will be removed from the GSA Professional bargaining unit.

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