Summary of Agreement Provision between

Broward County and AFSCME 2200

(Port Maintenance Unit)

For Fiscal Year 2022/2023, Fiscal Year 2023/2024, and Fiscal Year 2024/2025

Three Year Agreement – (For Fiscal Years 2022/2023, 2023/2024, & 2024/2025)

#### ARTICLE 12 – <u>Wages and Compensation</u>

#### B. Fiscal Year 2022/2023

- 1. Effective October 1, 2022, all pay range minimum and maximum rates of pay will be adjusted upward four percent (4.0%) 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 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; (c) are in a Bargaining Unit position as of the date of County Commission approval of this Agreement will receive a base hourly adjustment (4.0%) and remain in the same step in accordance with the Pay Plan for Fiscal Year 2022/2023 contained in Appendix A of this Article. There shall be no step movement for Fiscal Year 2022/2023.
- 3. 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 four percent (4.0%) of the employee's base annual salary.
- 4. All current employees who on their most recent annual performance evaluation received a rating of "Does Not Meet Overall Expectations" will not be eligible to receive the annually determined 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 or B.3, prospectively.
- 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). Eligible employees whose base annual rate is at or above the maximum rate of their pay range as of October 1, 2022, will not be eligible for a base \$2,000 adjustment as provided above. Those employees will receive a one-time, gross lump sum amount equal to \$2,000. Employees will be off step for FY2022/2023.

#### C. Fiscal Year 2023/2024

- For Fiscal Year 2023/2024, effective on the first full pay period in October of 2023 (October 1, 2023), 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 September 30, 2023; will be placed back on step and then 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 September 30, 2023, will not be eligible for a base hourly adjustment as provided in Section A.1. above. Those employees will receive a one-time, gross lump sum amount equal to 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 C.1. or C.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 2022/2023, 2023/24, 2024/2025 with the Blue Collar bargaining unit, White Collar Association-Professional, bargaining unit, Government Supervisors 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.

### D. Fiscal Year 2024/2025

1. For Fiscal Year 2024/2025, 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.

### ARTICLE 17 – <u>Holidays</u>

### Section 1.

Add Juneteenth Holiday

## ARTICLE 33 – Letter of Understanding

Letter of Understanding – Ceasing of Sick Leave Monitoring Policy Letter of Understanding – Loading Bridge Training and Certification Letter of Understanding – Voluntary CDL Program Letter of Understanding – Labor Management Committee – Off-Season Terminal Schedules Letter of Understanding – Labor Management Committee – Certificates of Competencies

## ARTICLE 34 – 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.

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

# Appendix A – AFSCME FY2022/2023 (Effective 10/1/2022)

Class Cour	Classification Title	Unit 🎩	FLSA 🗾	Pay Grade 工	Hourly Min 工	Hourly Max 工	Annual Min 🗾	Annual Max 🗾
TA007	Carpenter	Port Maintenance	Non-exempt	112	\$22.8585	\$36.4828	\$47,545.62	\$75,884.19
TA014	Custodian	Port Maintenance	Non-exempt	106	\$14.8117	\$23.6395	\$30,808.29	\$49,170.18
TA001	Electrician	Port Maintenance	Non-exempt	113	\$24.5733	\$39.2189	\$51,112.52	\$81,575.35
TA010	Equipment Operator	Port Maintenance	Non-exempt	109	\$18.4003	\$29.3673	\$38,272.63	\$61,084.01
TA008	Fender Construction Worker	Port Maintenance	Non-exempt	110	\$19.7803	\$31.5694	\$41,142.98	\$65,664.37
TA013	Groundskeeper	Port Maintenance	Non-exempt	107	\$15.9225	\$25.4123	\$33,118.81	\$52,857.58
TA003	Maintenance Mechanic	Port Maintenance	Non-exempt	111	\$21.2642	\$33.9376	\$44,229.44	\$70,590.19
TA012	Maintenance Worker	Port Maintenance	Non-exempt	108	\$17.1168	\$27.3184	\$35,603.03	\$56,822.29
TA009	Painter	Port Maintenance	Non-exempt	110	\$19.7803	\$31.5694	\$41,142.98	\$65,664.37
TA004	Plumber	Port Maintenance	Non-exempt	113	\$24.5733	\$39.2189	\$51,112.52	\$81,575.35
TA002	Refrigeration Mechanic	Port Maintenance	Non-exempt	113	\$24.5733	\$39.2189	\$51,112.52	\$81,575.35
TA011	Storekeeper	Port Maintenance	Non-exempt	109	\$18.4003	\$29.3673	\$38,272.63	\$61,084.01
TA005	Vehicle Mechanic	Port Maintenance	Non-exempt	112	\$22.8585	\$36.4828	\$47,545.62	\$75,884.19
TA006	Welder	Port Maintenance	Non-exempt	111	\$21.2642	\$33.9376	\$44,229.44	\$70,590.19