

**Summary of Agreement Provision between  
Broward County and American Federation of State, County, And Municipal Employees,  
AFL-CIO, Local 2200  
(Port Maintenance Unit)  
For Fiscal Year 2019/2020**

Third-Year Wage Re-Opener (FY2019/2020)

**ARTICLE 12 - WAGES AND COMPENSATION**

**Section 1:**

**D. 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 one (1) step 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 one (1) step increase within the salary range. To be eligible, employees must be employed in a Bargaining Unit position as of the effective date, and be employed by the County as of October 5, 2019.

2. 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 D.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 annually determined step increase, prospectively.

New Section 4:

**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. Plumber
2. Electrician

### **Article 16 - Overtime**

#### **F. Standby:**

2. Employees assigned to standby duty by their supervisor are guaranteed two (2) hours standby duty pay at their straight time base rate for each regular work day of standby duty assigned and scheduled; and three (3) hours pay at their straight time base rate for regular days off, with day defined as a 24 hour time period. ~~Compensated hours of standby referred to in this paragraph shall count as hours worked for the purpose of computing overtime pay as defined in Article 16, Section A.~~

### **Article 17 - Holidays**

Amend Section 4.C. to add banked holidays to the covered employees annual leave bank.

C. If the observed holiday falls on the employee's regular schedule day off, the employee will be given holiday pay as defined in Section 2 above in addition to the normal scheduled work week at straight time rate of pay; ~~or if the employer gives the employee another day off with pay, the day off will be in lieu of the holiday pay as defined in Section 2 above and shall be taken within sixty (60) days;~~ 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.

### **Article 18 – Annual Leave**

Amend Section 1. to remove the requirement that new employees cannot take annual leave until their probationary period has been served.

#### **Section 1:**

Annual leave may be requested for personal or emergency reasons, vacation, or to cover a continuing absence due to illness when all applicable accrued sick leave has been exhausted. Full-time and regular part-time employees who are members of the bargaining unit may request annual leave pursuant to the accrual rate set forth in this agreement after the newly hired probationary period has been served. Annual leave shall be accrued with reference to completed months of continuous service and is earned immediately upon employment. Leave may only be used as earned and annual leave with pay shall not be allowed in advance of being earned. Any approved leave of absence without pay will not be included in the computation or accrual of annual leave.

### **Article 19 – Sick Leave**

Amend Section 8. Allowing employees to use their forty (40) hours of their accrued sick leave in any one payroll calendar year to care for an ill immediate family member.

**Section 8: Family Illness Leave:**

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. 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.

**Article 33 – Letter of Understanding (LOU)**

Adding LOU regarding Enterprise Resource Project and Human Capital Module Implementation.

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