

ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT  
 RESULTING FROM REOPENER BETWEEN  
 BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA  
 AND  
 FEDERATION OF PUBLIC EMPLOYEES (AFL-CIO),  
 PORT SUPERVISORY UNIT  
 EFFECTIVE FY 2019/2020

This Addendum is entered into by and between Broward County and Federation of Public Employees (AFL-CIO), Port Supervisory Unit. For good and valuable consideration, the parties hereto agree and acknowledge as follows:

1. The parties have entered into a Collective Bargaining Agreement covering the period of October 1, 2017 through September 30, 2020 (the "CBA"). Under the CBA, for Fiscal Year 2019/2020, the parties have the right to reopen Article 14, Wages and Pay Plan, in addition to any three (3) other articles. The parties agreed to reopen Articles 4, 16, and 17, in addition to a Letter of Understanding.
2. As a result of the reopening, **Article 14 – Wages and Pay Plan, Section 4. C.** shall be modified as follows effective October 1, 2019:

**Article 14 – Wages and Pay Plan**

**Section 4:**

**C. Fiscal Year 2019/2020**

1. For Fiscal Year 2019/2020, effective 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 Expectations" or higher will receive a three percent (3.0%) 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 three percent (3.0%) 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 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 three percent (3.0%) 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 three percent (3.0%) 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 three percent (3.0%) of the employee's base annual salary.

4. All current employees who on their most recent annual performance review received a rating of "Does Not Meet Expectations" or below 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 Expectations" will receive the three percent (3.0%) 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 three percent (3%) combined over Fiscal Year 2019/2020 with the Blue Collar bargaining unit, White Collar bargaining unit, Government Supervisors Association-Professional, Government Supervisors Association - Supervisory bargaining units, AFSCME Port Maintenance, and/or the unrepresented employees with 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.

3. As a result of the reopening, the following paragraphs shall be amended to:

#### **Article 4 – Grievance Procedure**

A grievance shall be defined as any controversy or dispute arising between the parties involving questions of interpretation or application of the terms and provisions of this Agreement and other conditions of employment. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of the terms and provisions of this Agreement and other conditions of employment. A class action grievance shall be defined as a dispute which concerns 2 or more employees within the bargaining unit. Class action grievances may be initially filed at Step 2 of the grievance procedure and the grievance shall contain specific information regarding the alleged violation(s) for the County to review to appropriately respond to the grievance.

#### **Article 16 – Annual Leave**

##### **Section 3**

Employees may request annual leave upon employment with the County pursuant to the accrual rate set forth in this agreement.

## **Article 17 - Sick Leave**

### **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 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 43 - 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).


4. The actual amended language of the CBA reflecting the above-stated changes is attached hereto.
5. Except as expressly modified by this Addendum, all terms and conditions of the CBA remain in full force and effect.

**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 20<sup>th</sup> day of

May, 20<sup>20</sup>~~19~~.

FEDERATION OF PUBLIC EMPLOYEES  
PORT SUPERVISORY UNIT

By   
President

By \_\_\_\_\_  
Bargaining Team Member

By \_\_\_\_\_  
Bargaining Team Member

By \_\_\_\_\_  
Bargaining Team Member

BROWARD COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By   
Mayor

By   
County Administrator

By   
Director of Human Resources

By   
Labor Relations Manager

**ARTICLE 4**  
**GRIEVANCE PROCEDURE**

**Section 1**

A grievance shall be defined as any controversy or dispute arising between the parties involving questions of interpretation or application of the terms and provisions of this Agreement and other conditions of employment. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of the terms and provisions of this Agreement and other conditions of employment. A class action grievance shall be defined as a dispute which concerns two (2) or more employees within the bargaining unit. Class action grievances may be initially filed at Step 2 of the grievance procedure and the grievance shall contain specific information regarding the alleged violation(s) for the County to review to appropriately respond to the grievance.

**Section 2**

Thus, should differences or disputes arise between the parties to this Agreement or between the employees covered herein and the County, other than cases of discharge and/or suspension, the aggrieved party to this Agreement or employee, or employees, as the case may be, shall use the following procedures:

**Step 1.** In the event that an employee believes there is a basis for a grievance, said employee and/or a Union representative shall present a formal grievance in writing to the employee's division head within five (5) working days of the date of the occurrence of the event giving rise to the grievance. The formal grievance shall be presented on the

designated form, signed by both the grievant (s) and a representative of the Federation, which shall contain all known facts supporting the alleged grievance and the specific Article(s) and Section(s) which is alleged to be violated. Upon presentation of this written grievance to the division head, and within five (5) working days thereafter, the division head, the employee and the Union's representative shall attempt to resolve the same dispute and, within five (5) working days thereafter, the division head shall render a decision in writing to both the employee and to the Union.

**Step 2.** In the event the aggrieved employee and/or the Union is not satisfied with the written answer to Step 1 above, the said grievance shall be presented within five (5) working days after the written answer above to the Port Director, or his/her designee, who will, within five (5) working days of the receipt of same, meet with a representative of the Federation in an attempt to resolve the said grievance. At this meeting, the employee and/or the on-site Federation representative may also be present. Within five (5) working days after this meeting, the Port Director or his/her designee shall render a decision in writing.

**Step 3.** If the grievant is not satisfied with the disposition of the grievance by the Department Director 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 the time-frames outlined in Article 5 ARBITRATION, Section 1.

### **Section 3**

In the event that an employee is discharged and/or suspended by the County, the aggrieved party to this Agreement or employee or employees shall, within five (5) working days of written notice of discharge and/or suspension grieve his/her discharge and/or suspension to the Port Director, or his/her designee who shall, within five (5) working days of the receipt of the same, meet with a representative of the Federation in an attempt to resolve the grievance. At this meeting the employee and/or the on-site Federation representative shall also be present. Within five (5) working days after this meeting, the Port Director shall render his/her decision in writing.

### **Section 4**

With respect to discharge and/or suspension, the County shall notify the affected employee no later than ten (10) working days from the date the County fixes the responsibility for the incident upon which the discharge and/or suspension is based. The County's failure to comply with the ten (10) working day period shall constitute a waiver of its rights to take any disciplinary action against the employee or employees, including, but not limited to, oral reprimand, written reprimand, suspensions or discharges, for the incident.

### **Section 5**

The time limitations provided in this Article shall be strictly observed and shall be extended only by written agreement of the parties. In the event that the County fails to comply with any of the aforesaid time limitations in Steps 1 and 2 of the grievance procedure or Sections 3 and/or 4 of this Article, the grievant may file to the next level in the grievance

procedure, prior to arbitration. In the event that the Federation fails to comply with any of the aforesaid time limitations in Steps 1 and 2 of the grievance procedure or Sections 3 and/or 4 of this Article, the grievance shall be deemed denied and no relief granted. 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**

Application to this procedure shall foreclose the grievant from appealing to any other available County procedure or vice-versa.

#### **Section 7**

Nothing in this Article shall require the Federation to process grievances for employees who are not members of the Federation, in conformity with Florida law.

#### **Section 8**

Separations due to reduction in force (layoffs), complaints involving appeals from examination ratings, and classification decisions are not subject to review through this grievance procedure. Performance evaluations shall not be subject to the grievance procedure with the exception of those annual evaluations in which overall performance results in a Quality Point Average (QPA) less than 2.5. However, annual evaluations in which the overall performance rating results in a QPA less than 3.5 may be subject to the grievance procedure only in the event that an employee is in a block-budgeted eligible position and the evaluation impacts the employee's eligibility to be considered for block-budgeting purposes. Such performance evaluation grievances may not proceed to arbitration as provided in this Article.



## **ARTICLE 14**

### **WAGES AND PAY PLAN**

#### **Section 1.**

The County and the Federation recognize and agree that the wage and pay plan provided in Appendix A-1, shall constitute the official pay plan governing all persons employed in classifications included in this bargaining unit.

#### **Section 2.**

When an employee is promoted to a position assigned to a higher grade, 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, not to exceed the maximum of the pay grade.

#### **Section 3.**

When an employee is demoted to a position assigned to a lower grade, the amount of the salary decrease granted upon demotion shall be the greater of: the minimum of the new pay range or seven and one half percent (7.5%) less than the employee's current pay rate, not to exceed the maximum of the new class.

#### **Section 4.**

##### **A. Fiscal Year 2017/2018**

1. For Fiscal Year 2017/2018, effective the first full pay period in October of 2017 (October 8, 2017), eligible bargaining unit employees, who on their most recent annual performance review or other performance-based evaluation program received a rating of "Meets Expectations" or higher will receive a three percent (3.0%) 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 7, 2017, shall also receive the three percent (3.0%) 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 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 three percent (3.0%) 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 three percent (3.0%) 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 7, 2017, 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 three percent (3.0%) of the employee's base annual salary.

4. All current employees who on their most recent annual performance review received a rating of "Does Not Meet Expectations" or below 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 Expectations" will receive the three percent (3.0%) 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 five percent (5%)

combined over Fiscal Years 2017/2018 and 2018/2019 with the Blue Collar bargaining unit, White Collar bargaining unit, Government Supervisors Association-Professional, Government Supervisors Association - Supervisory bargaining units, AFSCME Port Maintenance, and/or the unrepresented employees with the Blue Collar Bargaining Agreement, Government Supervisors Association-Professional, and/or Government Supervisors Association-Supervisory Bargaining 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 thirty (30) days of County approval of such salary decrease/increase.

6. For Fiscal Year 2017/2018, effective on the first full pay period in April of 2018 (April 8, 2018), eligible bargaining unit employees who have five (5) or more years of continuous service experience in their current County job classifications as of April 7, 2018, and who are below the 25th percentile of their pay grade, shall have their salary adjusted upward to the 25th percentile of their pay grade.

7. The parties agree that it is the County's intent to develop a process to collect data for the purpose of creating a skills inventory for all bargaining unit employees. This process will include data on the employee's education, certificates/licenses and critical/unique skills. The Union agrees to support the data collection process which may include obtaining information from employees.

## **B. Fiscal Year 2018/2019**

1. For Fiscal Year 2018/2019, effective on the first full pay period in October of 2018 (October 7, 2018), eligible bargaining unit employees, who on their most recent annual

performance review or other performance-based evaluation program received a rating of “Meets Expectations” or “Exceeds Expectations” will receive a two percent (2.0%) 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 6, 2018, shall also receive the two percent (2.0%) base salary increase. To be eligible, employees must be employed in a Bargaining Unit position as of October 6, 2018.

2. Eligible employees below the maximum of the pay range, and limited to an increase of less than two percent (2.0%) 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 percent (2.0%) 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 6, 2018, 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 percent (2.0%) 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 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 Expectations” will receive the two percent (2.0%) 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 five percent (5%) combined over Fiscal Years 2017/2018 and 2018/2019 with the Blue Collar bargaining unit, White Collar bargaining unit, Government Supervisors Association-Professional, Government Supervisors Association-Supervisory bargaining units, AFSCME Port Maintenance, 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.

6. For Fiscal Year 2018/2019, effective on the first full pay period in April of 2019 (April 7, 2019), eligible bargaining unit employees who have three (3) or more years of continuous service experience in their current County job classifications as of April 6, 2019, and who are below the 25th percentile of their pay grade, shall have their salary adjusted upward to the 25th percentile of their pay grade.

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

1. For Fiscal Year 2019/2020, effective 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 Expectations" or higher will receive a three percent (3.0%) 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 three percent (3.0%) base salary increase. To be eligible, employees

must be employed in a Bargaining Unit position as of October 5, 2019 and as of 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 three percent (3.0%) 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 three percent (3.0%) 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 three percent (3.0%) of the employee's base annual salary.

4. All current employees who on their most recent annual performance review received a rating of "Does Not Meet Expectations" or below 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 Expectations" will receive the three percent (3.0%) 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 three percent (3%) combined over Fiscal Year 2019/202021 with the Blue Collar bargaining unit, White Collar bargaining unit, Government Supervisors Association-Professional, Government Supervisors Association - Supervisory bargaining units, AFSCME Port Maintenance, 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.

### **Section 5.**

In addition to the straight time base hourly rate, effective the first full pay period in October 2006 (October 8, 2006), bargaining unit employees will be paid a shift differential of seventy cents (\$0.70) per hour for hours actually worked on the second shift and one dollar and ten cents (\$1.10) per hour for hours worked on the third shift.

For purposes of this article, shifts shall be defined as:

<u>First shift:</u>	All work shifts which begin between 4:00 a.m. and 11:59 a.m.
<u>Second shift:</u>	All work shifts which begin between 12:00 noon and 7:59 p.m.
<u>Third shift:</u>	All work shifts which begin between 8:00 p.m. and 3:59 a.m.

### **Section 6.**

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 Union and offers an opportunity to "meet and confer" about the decision. In the event the Union disagrees with the Administrator's decision, the County may still implement the adjustment 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 review conducted by the County. Prior to implementing any pay grade adjustments, the Union will be advised and offered an

opportunity to “meet and confer” about the decision. In the event the Union disagrees with the Administrator’s decision, the County may still implement the pay grade adjustment and such decision shall not be grievable.

**Section 7.**

Incentive Pay Supplements – Eligible Bargaining Unit members shall receive incentive pay supplements for receipt and maintenance of certain skill-based certificates and/or licenses in the same manner as eligible employees under their supervision. To be eligible, Bargaining Unit members must be in the supervisory chain of command of employees eligible for incentive pay and the certification or license must be in addition to the established minimum qualification requirements of the Bargaining Unit position.



**APPENDIX A-1****EFFECTIVE OCTOBER 1, 2019**

<b>CLASS CODE</b>	<b>CLASSIFICATION</b>	<b>FLSA CODE</b>	<b>SALARY GRADE</b>	<b>HOURLY MIN</b>	<b>HOURLY MAX</b>	<b>ANNUAL MIN</b>	<b>ANNUAL MAX</b>
QA003	ACCOUNTANT	E	PG116	\$27.6681	\$44.1585	\$57,549.65	\$91,849.68
QA001	ACCOUNTANT SENIOR	E	PG117	\$29.7434	\$47.4701	\$61,866.27	\$98,737.81
QA002	ASSISTANT HARBORMASTER	N	PG116	\$27.6681	\$44.1585	\$57,549.65	\$91,849.68
QA032	MAINTENANCE SCHEDULER	N	PG112	\$20.7176	\$33.0659	\$43,092.61	\$68,777.01
QA004	SKILLED TRADES SUPERVISOR	N	PG115	\$25.7375	\$41.0777	\$53,534.00	\$85,441.62
QA005	SURVEY PARTY CHIEF	N	PG111	\$19.2726	\$30.7590	\$40,087.01	\$63,978.72

## **ARTICLE 16**

### **ANNUAL LEAVE**

#### **Section 1: General**

Annual leave may be requested for personal or emergency reasons or for vacation. Vacations are for the purpose of rejuvenating both physical and mental faculties and all employees are urged to avail themselves of vacation periods. No employee shall receive pay in lieu of annual leave unless recommendation is made by the Division Director and specific approval is given by the Port Director, and such payment is in accord with the provisions of this collective bargaining Agreement.

#### **Section 2: Eligibility and Rate of Leave Accrual**

All employees in the bargaining unit shall be entitled to earn and accrue annual leave. Employees begin to accrue leave immediately upon employment. Annual leave shall be earned as follows:

##### **YEARS OF EMPLOYMENT**

##### **HOURS EARNED PER YEAR**

Less than five (5) years

Eighty (80) hours

Five (5) through nine (9) years

One hundred twenty (120) hours

Ten (10) years and over

One hundred sixty (160) hours

An employee's annual leave pay will be based on the employee's bi-weekly pay rate in effect at the end of the pay roll period completed just prior to the beginning of annual leave.

#### **Section 3: Requests for Leave**

A request for annual leave shall be submitted to the employee's immediate supervisor through the County's time and attendance system. Leave may be taken only

after approved by the employee's division director so that the department/division can function smoothly and efficiently. Annual leave will be granted, when practicable, in line of department/division seniority and in accordance with employee preference, but it is understood that the efficient operation of the Department shall be the first consideration.

Leave may only be used as earned and annual leave with pay shall not be allowed in advance of being earned. If an employee has insufficient leave credits to cover a period of absence, no allowance for leave shall be granted in advance or in anticipation of future leave credits. In such cases, payroll deductions for the time lost shall be made for the period during which the absence occurred.

Employees may request annual leave upon employment with the County pursuant to the accrual rate set forth in this agreement.

In the event that an employee's scheduled annual leave must be canceled due to operational needs of the Department, the employee shall be given at least thirty (30) days' notice, except in the case of emergencies.

Employees must submit a written request for annual leave dates prior to March 1 of each calendar year on a form that will be distributed to all employees no later than January 2 of each calendar year. Once approved, any changes in an employee's annual leave schedule must be approved by his/her division director. No such change shall be unreasonably denied.

#### **Section 4: Minimum Charge**

A half (1/2) hour is the minimum charge for either annual or sick leave, and additional leave is charged in half hour multiples. Absences on separate days are not combined.

#### **Section 5: Use of Annual Leave**

Annual leave shall be granted in accordance with Section 3 for the following purposes:

- (a) Vacation.

- (b) Absences due to illness of members of employee's family.
- (c) Absences for transaction of personal business which cannot be conducted during off-duty hours.
- (d) Religious holidays other than those designated by this collective bargaining Agreement as official holidays or designated by the County as holidays.
- (e) For uncovered portions of sick leave, once such leave has been exhausted through illness. However, employees may not use sick leave for annual leave.
- (f) Any absences from work not covered by other types of leave provisions established by this collective bargaining Agreement.

#### **Section 6: Accumulation of Annual Leave**

The maximum annual leave that may be carried over from one calendar year to the next shall not exceed a total of 280 hours accrued leave. The date for computation of excess leave for each year shall be the end of the last pay period in December.

It is the intent of this Agreement that employees take their annual leave yearly for the period in which it was earned. Employees carrying excess annual leave should be given the opportunity to use the excess leave. Any deviation from the authorized maximum accumulation must be documented and must be approved by the County Administrator.

If for extraordinary circumstances, an employee is unable to use sufficient accrued annual leave to reduce his/her annual leave balance to below the maximum level by the last pay period in December of any calendar year, the County Administrator may allow the employee to take the excess annual leave by March 31 of the following calendar year. In such cases, excess leave not used by March 31 shall be forfeited.

#### **Section 7: Payment of Unused Annual Leave Upon Separation**

When an employee is separated in good standing from service with the County, he/she shall be paid for all accrued and unused annual leave on a one hour pay for each hour accrued leave basis.

**Section 8: Compassionate Annual Leave**

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

## **ARTICLE 17**

### **SICK LEAVE**

#### **Section 1**

Employees, including probationary employees, will earn credit of eight (8) hours of sick leave for each month of service. Such credit will be accumulated from the date of employment and shall be unlimited. An employee who does not use sick leave for a period of thirteen (13) pay periods will have one (1) bonus day added to his/her annual leave.

In order to qualify for sick leave, 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 the shift starts.

#### **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. 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 3**

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 the Florida Workers' Compensation Act. Bargaining unit employees will be able to supplement workers' compensation benefits by utilizing all accrued leaves to keep their salaries whole.

#### **Section 4**

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 5**

Accrued sick leave credits can be used during the probationary period. A permanent employee who is absent from work and disabled because of a job related injury or a job related illness will continue to accrue sick leave hours during such period of paid leave of absence.

#### **Section 6**

All employees hired or transferred into a bargaining unit position prior to January 1, 2005, and who have continuously served in said position, will be paid thirty percent (30%) of the value of the sick leave accumulated to his/her credit at the time of separation, provided the employee leaves employment in good standing. If an employee retires under the provisions of the Florida Retirement System he/she will be paid one hundred percent (100%) of the value of the sick leave accumulated to his/her credit at time of separation. Upon death of employee one hundred percent (100%) of the value of accumulated sick leave will be paid to the employee's beneficiary as named on the employee's group insurance policy. The maximum pay out for employees hired or transferred into the bargaining unit prior to January 1, 2005, shall be one hundred forty (140) days of sick leave credit.

All employees hired or transferred into a bargaining unit position on or after January 1, 2005, shall be paid twenty-five percent (25%) of the value of their sick leave accumulated to

his/her credit at the time of separation, provided the employee leaves employment in good standing. If an employee retires under the provisions of the Florida Retirement System he/she will be paid fifty percent (50%) of the value of the sick leave accumulated to his/her credit at time of separation. Upon death of employee, fifty percent (50%) of the value of accumulated sick leave will be paid to the employee's beneficiary as named on the employee's group insurance policy. The maximum pay out for employees hired or transferred into the bargaining unit after January 1, 2005, shall be nine hundred sixty (960) hours of sick leave credit.

### **Section 7**

Except where amended in this Contract, the sick leave provisions of Chapter 14 of the Administrative Code shall apply to bargaining unit 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

November 20, 2019

Daniel D. Reynolds, President  
Federation of Public Employees  
1700 NW 66<sup>th</sup> Avenue, Suite 100  
Fort Lauderdale, FL 33313

VIA EMAIL: [daniel.reynolds@federationmembers.org](mailto:daniel.reynolds@federationmembers.org)

RE: Letter of Understanding – Federation of Public Employees – Port Supervisory and Non-Supervisory Units – 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 may 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,

A handwritten signature in black ink, appearing to be "D. Kahn", written over a horizontal line.

David Kahn, Director  
Human Resources Division

A handwritten signature in black ink, appearing to be "Dan Reynolds", written over a horizontal line.

Dan Reynolds, President  
Federation of Public Employees

DK/aw

c: Allen Wilson, Senior Human Resources Manager, Human Resources Division  
Jack Marziliano, Representative, Federation of Public Employees – Port Supervisory and Non-Supervisory Units

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