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IDnum 22 **Language** English **Country** United States **State** FL

Union National Federation of Public and Private Employees (AFL-CIO)

Local "Blue Collar"

Occupations Represented
Automotive service technicians and mechanics

Bargaining Agency Government Supervisors of Broward Co., FL

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 1999 **EndYear** 2002

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Notes

Contact

Full text contract begins on following page.

AGREEMENT

-Between-

THE BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

-And-

FEDERATION OF PUBLIC EMPLOYEES,
A DIVISION OF THE NATIONAL FEDERATION
OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO)

Effective FY 1999/2000, 2000/2001 and, 2001/2002

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This agreement is entered into this _____day of _____,1999, by and between the County of Broward, Florida, hereinafter referred to as the "County" and the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO) hereinafter referred to as the "Federation." It is the purpose of this Agreement to promote harmonious relations between the County and its employees and to establish an orderly and peaceful procedure in the settlement of differences which might arise and to provide for joint collective bargaining in the determination of wages, hours, and other terms and conditions of employment of employees covered by this Agreement. It is recognized that it is the responsibility of the County government to provide services effecting the health and welfare of the citizens of the County and that this Agreement between the County and the Federation will serve that end.

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RECOGNITION

The County, in accordance with a Certification of the Public Employees Relations Commission of the State of Florida dated the 25th day of May, 1979, Case No. RC-77-089, hereby recognizes the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO) as sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and conditions of employment for those employees of the County working within the unit certified pursuant to the aforementioned case number and as amended by mutual agreement of the parties.

INCLUDED - All regular part-time and regular full-time employees employed by the Broward County Board of County Commissioners in the following positions:

JOB CLASS TITLE

Printing Technician I
Printing Technician II
Storekeeper I
Storekeeper II
Stores Supervisor
Sign Shop Technician I
Sign Shop Technician II
Traffic Signals Technician I
Traffic Signals Technician II
Traffic Signals Technician III
Park Aide I
Park Aide II
Stable Attendant I
Stable Attendant II
Stable Attendant III
Animal Care Specialist I
Animal Care Specialist II
Animal Care Specialist III
Land Use Technician
Land Use Inspector I
Land Use Inspector II
Building Code Inspector
Security Guard I
Security Guard II
Forensic Technician I
Forensic Technician II
Mosquito Control Inspector I

Mosquito Control Inspector II
Aquatic Control Worker I
Aquatic Control Worker II
Cook I
Cook II
Equipment Operator I

JOB CLASS TITLE

Equipment Operator II
Equipment Operator III
Equipment Operator IV
Equipment Operator V
Bridgetender
Fleet Service Attendant
Fleet Service Supervisor
Automotive Mechanic I
Automotive Mechanic II
Automotive Mechanic III
Meter Reader
Meter Repairer I
Meter Repairer II
Plant Operator I
Plant Operator II
Utilities Mechanic I
Utilities Mechanic II
Carpenter I
Carpenter II
Painter I
Painter II
Electrician I
Electrician II
Plumber I
Plumber II
Welder
Locksmith
Refrigeration Mechanic I
Refrigeration Mechanic II
Custodian I
Custodian II
Maintenance Worker I
Maintenance Worker II
Maintenance Mechanic I
Maintenance Mechanic II
Groundskeeper
Electronics Technician I
Electronics Technician II
Electronics Technician III
Weighstation Operator
Traffic Control Worker I
Traffic Control Worker II
Concession Attendant
Lifeguard
Range Attendant
Machinist

Bridge Mechanic
Animal Care Operations Aide
Community Development Housing Inspector I
Community Development Housing Inspector II
Plans Examiner
Senior Lifeguard
Range Aide
Automotive Electrical Technician I
Automotive Electrical Technician II
Automotive Electrical Technician III
Park Ranger I
Park Ranger II

JOB CLASS TITLE

Airside Operations Specialist
Auto Body Repair Specialist
Building Code Specialist
Landside Operations Specialist
Airport Operations Agent I
Airport Operations Agent II
Blasting Specialist
Code Enforcement Officer
Zoning Plans Examiner
Code Enforcement Aide
Landscape Inspector
Senior Blasting Specialist
Senior Code Enforcement Officer

EXCLUDED - Office Clerical employees, technical employees, managerial employees, confidential employees, CETA employees, casual and temporary employees, and all other employees of the Broward County Board of County Commissioners not specifically included above.

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DEFINITIONS

Terms in this Agreement shall be defined as follows:

A. Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO) which has been granted the right to represent exclusively the members of the bargaining unit Association is synonymous with "FPE" when referred to herein.

B. "Agreement" - - That document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.

C. "Unit" - - That group of employees determined by the County of Broward, Florida and FPE and approved by the Florida Public Employees Relations Commission to be appropriate for the purpose of collective bargaining.

D. "Collective Bargaining" - - The performance of mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract with respect to agreements reached concerning wages, hours, and conditions of employment.

E. "PERC" - - Public Employees Relations Commission, a regulatory state agency created under CH. 447 (F.S.).

F. "PERA" - - Public Employees Relations Act, CH. 447 (F.S.) governing collective bargaining with public employees.

G. "Seniority" - - Shall be defined as the length of continuous service with the County of Broward, Florida as a member of the unit. "Continuous Service" means uninterrupted employment with the County of Broward, Florida.

H. "Immediate Supervisor" -- That person in an administrative or supervisory position directly responsible for the supervision and direction of

an employee and to whom the employee is directly responsible. An immediate supervisor who is a unit member shall be excluded from responding to grievances pursuant to Article 15.

I. "Employee" - - That person in the bargaining unit as described in Paragraph C, above.

J. "Termination" - - The act of separation from employment through retirement, discharge for just cause, discharge during the probationary period, voluntary or involuntary resignation, or death.

K. "Probationary Employee" - - A newly hired employee whether full-time or part-time who has completed less than one hundred eighty (180) calendar days of County employment. The probationary period may be extended for up to an additional ninety (90) calendar days upon the written request of the Division Director and the approval of the Director of Human Resources. Probationary employees shall be covered by the provisions of this agreement except that no grievance may be filed on their behalf relating to discipline or discharge from employment.

L. "Permanent Employee" - - An employee who has satisfactorily completed no less than one hundred eighty (180) calendar days of employment in a position which has no predetermined termination date and calls for the employee to work the basic work period or the normal work week as defined in Article 6 of this Agreement.

M. "Regular Part-Time Employee" - - An employee who has satisfactorily completed no less than one hundred eighty (180) calendar days of employment in a position which calls for the employee to work less than the normal work week but at least twenty (20) hours per week.

N. "Temporary or Temporary Part-Time Employees" - - Employees who have a predetermined termination date. Temporary employees shall not be covered by

any of the provisions of this Agreement.

O. "The Parties" - - County of Broward, Florida, and FPE.

P. "Transfer" - - Change in work location within the same job class.

Bargaining unit employees may request a transfer to another vacant position within their division by notifying the Division Director in writing. All written requests for transfer shall be considered before a vacancy is filled by the Division. A notice of request to fill a vacancy will be posted in each Division. Employees will be made aware of the location for such posting.

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MANAGEMENT RIGHTS

It is understood that the County has the right to operate the various Divisions of County Government. In order to accomplish the mission of Broward County Divisions of the County Government, management will necessarily accomplish the following, subject to provisions of this Agreement:

A. discipline, demote, suspend, or discharge an employee or class of employee for just cause;

B. hire, promote, retain, and evaluate employees;

C. layoff employees because of lack of work or other legitimate reasons;

D. determine what reasonable work activities are performed;

E. supervise and direct its employees consistent with the mission of Broward County Divisions of County Government;

F. determine unilaterally the purpose of the Divisions;

G. exercise control and discretion over the organization and operation of Broward County Divisions of County Government;

H. exercise those rights, powers, and authorities which the County legitimately exercised prior to this Agreement;

I. fulfill its legal responsibilities wherever such is not inconsistent with the terms of the Agreement;

J. set standards of service to be provided to the public, including the right to subcontract; and

K. the County has the right to formulate, change, or modify reasonable Division rules, regulations, and procedures related to operations, except that no rule, regulation, or procedure shall be formulated, changed, or modified in a manner contrary to the provisions of this Agreement.

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EMPLOYEE RIGHTS

Section 1. There shall be no discrimination against any employee covered by this Agreement by reason of race, creed, color, national origin, sex, sexual orientation, marital status, age, disability, Federation membership or activity, or lack of Federation membership or activity.

Section 2. The parties specifically agree that neither it nor any of its official representative will intimidate or coerce any employee or group of employees to refrain from joining or becoming a member of the Federation.

In the event that the County receives written notice from the Federation that any employee/supervisor of the County is intimidating or coercing any other employee or group of employees to refrain from joining or becoming a member of the Federation, the County shall investigate such allegation, and, if true, the County has the right to discipline or discharge any employee/supervisor engaging in, participating in, or encouraging such action that is in violation of this Section.

Section 3. Disciplinary notices or documentation of disciplinary action in any employee's file for which there have been no recurrence of the same nature in eighteen (18) months shall be void and without effect in that they will not be used to support further disciplinary action.

All disciplinary actions must be issued to the employee or the union no more than thirty (30) calendar days after the incident, or after the date on which management became aware of an incident, or reasonably should have become aware, which constitutes cause for discipline.

The foregoing thirty (30) day time frame shall not apply when mutually waived by the parties or when the incident involves a possible felony or work-related misdemeanor crime.

In the case of vehicle accidents, the above stated thirty (30) day period will begin on the date the affected Division or Office is notified of the Accident Review Board's determination. If management receives new information or the nature of the incident requires a lengthy investigation, management must so advise the employee and the union of the need to extend the thirty (30) day period and the length of the needed extension, in which case the thirty (30) day period shall be extended.

Section 4. The parties agree that the Office of Labor Relations shall be available to unit employees who allege in writing that harassment, coercion, or improper punitive action by the County exists; which Office shall investigate such allegations and take whatever corrective action if necessary. Employees filing under this section shall not be entitled to simultaneously file a grievance through the process in Article 15. Said employees shall have the right to file a grievance only after the completion of the investigation or after the County has reviewed the status of the investigation with the affected employee, whichever comes first. Notwithstanding the aforesaid, employees shall have the right to file grievances any time after 45 calendar days has elapsed, commencing from the time the original complaint was filed.

Section 5. The parties agree that the Office of Equal Opportunity shall be available to unit employees who allege in writing that they have been discriminated against by reason of race, creed, color, national origin, sex, sexual orientation, age, or disability, which Office shall investigate such allegations and take whatever corrective action if necessary. Employees filing under this section shall not be entitled to simultaneously file a grievance through the process in Article 15. Said employees shall have the right to file a grievance only after the completion of the investigation or after the County has reviewed the status of the investigation with the affected employee,

whichever comes first. Notwithstanding the aforestated, employees shall have the right to file grievances any time after 45 calendar days has elapsed, commencing from the time the original complaint was filed.

Section 6. Counseling sessions related to potential disciplinary action and/or written disciplinary action shall be presented to employees in a private manner so as to avoid embarrassment before members of the public.

Section 7. Should an employee or employees request their job steward or their chief job steward on any disciplinary action and the County fails to permit such representation, it will constitute that disciplinary action to become null and void.

Section 8. In areas where employee parking is available on County owned or leased property, parking for unit employees shall be available on the same basis as it is for all other County Commission employees. If any other County Commission employees are directly reimbursed for parking costs, then unit employees at the same job site shall be eligible for reimbursement also. It is also understood that the County is not obligated to furnish or continue parking for its employees.

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WAGES AND COMPENSATION

Section 1.

A. Fiscal Year 1999/2000

1. Effective October 1, 1999, all pay range minimum and maximum rates of pay will be adjusted upward five percent (5%), as reflected in Appendix "A1."

2. Effective October 3, 1999, all eligible employees whose base hourly rate is below the maximum of their pay range (excluding any certification differential pay) as of October 2, 1999, shall have their base hourly rate adjusted upward up to five percent (5%), not to exceed the new maximum rate of their pay range, or to the new minimum of the pay range, whichever is greater. Those employees below the maximum of the pay range and limited to an increase of less than five percent (5%) to their base hourly rate due to the maximum of the pay range, shall receive a one-time cash gross lump sum amount equal to the difference between five percent (5%) and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar). For example, in the case of an employee who is three percent (3%) below the new maximum of their pay range, the five percent (5%) increase would be implemented as follows: the employee would receive a three percent (3%) increase to their base hourly rate not to exceed the new maximum of the pay range and the remaining two percent (2%) would be in the form of a one (1) time gross lump sum payment. Those employees receiving a full five percent (5%) increase to their base hourly rate will not also be eligible for a lump sum payment.

3. Those employees whose base hourly rate is at or above the maximum rate of their pay range(excluding any certification differential pay) as

of October 2, 1999, will not be eligible for a base hourly adjustment as provided in Section A.2 above. Rather such employees will receive a one-time cash gross lump sum amount equal to five percent (5%) of the employee's base hourly rate. Overtime will be calculated on the employee's base hourly rate whether at or above the maximum of the new pay range, in accordance with the applicable provisions of Article 6, Hours of Work.

B. Fiscal Year 2000/2001

1. Effective October 1, 2000 all pay range minimum and maximum rates of pay will be adjusted upward five percent (5%), as reflected in Appendix "A2."

2. Effective October 1, 2000, all eligible employees whose base hourly rate is below the maximum of their pay range (excluding any certification differential pay) as of October 1, 2000, shall have their base hourly rate adjusted upward up to five percent (5%) not to exceed the new maximum rate of their pay range, or to the new minimum of their pay range, whichever is greater. Those employees below the maximum of the pay range and limited to an increase of less than five percent (5%) to their base hourly rate due to the maximum of the of the pay range, shall receive a one-time cash gross lump sum amount equal to the difference between five percent (5%) and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar). For example, in the case of an employee who is three percent (3%) below the new maximum of their pay range, the five percent (5%) increase would be implemented as follows: the employee would receive a three percent (3%) increase to their base hourly rate not to exceed the new maximum of the pay range and the remaining two percent (2%) would be in the form of a one (1) time gross lump sum payment. Those employees receiving a full five percent (5%) increase to their base hourly rate will not be eligible for a lump sum payment.

3. Those employees whose base hourly rate is at or above the maximum rate of their pay range(excluding any certification differential pay) as of October 1, 2000, will not be eligible for a base hourly adjustment as provided in Section B.2 above. Rather such employees will receive a one-time cash gross lump sum amount equal to five percent (5%) of the employee's base hourly rate. Overtime will be calculated on the employee's base hourly rate whether at or above the maximum of the new pay range, in accordance with the applicable provisions of Article 6, Hours of Work.

C. Fiscal Year 2001/2002

1. Effective October 1, 2001 all pay range minimum and maximum rates of pay will be adjusted upward five percent (5%), as reflected in Appendix "A3."

2. Effective October 14, 2001, all eligible employees whose base hourly rate is below the maximum of their pay range (excluding any certification differential pay) as of October 13, 2001, shall have their base hourly rate adjusted upward up to five percent (5%) not to exceed the new maximum rate of their pay range, or to the new minimum of their pay range, whichever is greater. Those employees below the maximum of the pay range and limited to an increase of less than five percent (5%) to their base hourly rate due to the maximum of the of the pay range, shall receive a one-time cash gross lump sum amount equal to the difference between five percent (5%) and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar). For example, in the case of an employee who is three percent (3%) below the new maximum of their pay range, the five percent (5%) increase would be implemented as follows: the employee would receive a three percent (3%) increase to their base hourly rate not to exceed the new maximum of the pay range and the remaining two percent (2%) would be in the form of a one (1) time gross lump sum payment.

Those employees receiving a full five percent (5%) increase to their base hourly rate will not be eligible for a lump sum payment.

3. Those employees whose base hourly rate is at or above the maximum rate of their pay range(excluding any certification differential pay) as of October 13, 2001, will not be eligible for a base hourly adjustment as provided in Section C.2 above. Rather such employees will receive a one-time cash gross lump sum amount equal to five percent (5%) of the employee's base hourly rate. Overtime will be calculated on the employee's base hourly rate whether at or above the maximum of the new pay range, in accordance with the applicable provisions of Article 6, Hours of Work.

D. An employee not employed in a bargaining unit position on the above stated October effective dates shall not receive the pay increase for that fiscal year. The employee shall be eligible for an increase in the subsequent fiscal year as provided for in Section 1 (A, B, or C), except if the employee returns to the previously held bargaining unit position (i.e., did not complete promotional probationary period) and who missed an annual increase. The above increases will be based on two thousand eighty (2,080) hours annually.

Section 2.

A. When an employee is authorized and performs the duties of any higher rated position for any period of time over forty (40) consecutive hours, that employee shall receive the compensation that employee would receive had the employee been permanently or temporarily promoted to the position for all hours beyond the initial forty (40). To be eligible for the higher rate of pay, the employee must be qualified and be replacing an absent employee or be assigned to fill a higher rated position in which a vacancy exists.

B. It is understood and agreed upon that should the County temporarily assign an employee to perform duties in a lower classification, the employee

shall be compensated at the employee's normal rate of pay.

Section 3. The County agrees to pay Plant Operator II's, Class Code 07332, who provide documentation of an advanced certificate, a five percent (5%) pay differential for each certificate designated as "B" and/or "A". In no event will an Operator 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 "B" or a double "A" certificate.

Section 4.

A. The employees in the following job classifications may be eligible for certification differential pay outlined in this section:

- 1) Automotive Mechanic III
- 2) Automotive Mechanic II
- 3) Automotive Mechanic I
- 4) Fleet Service Attendant
- 5) Fleet Service Supervisor
- 6) Automotive Electrical Technician I
- 7) Automotive Electrical Technician II
- 8) Automotive Electrical Technician III
- 9) Automotive Body Repair Specialist

B. Eligible employees who provide documentation of successful completion of an Automotive Service Excellence (ASE) Certification Test sponsored by the National Institute for Automotive Service Excellence or the National Association of Emergency Vehicle Technicians (NAEVT), will receive an annual two hundred (\$200) dollar pay differential per current (ASE) certification or NAEVT certification to be reflected in their annual hourly rate pro-rated for the remainder of the fiscal year. Such increase will be effective upon receipt and confirmation of documentation of certification by the appropriate Division Director or designee.

C. Eligibility for certification differential pay shall be based upon the job relatedness of the specific certification to the individual employee's

current job assignments as determined by the Division Director. The number of ASE certifications for which an employee may receive certification differential pay will be limited to a total of twenty four (24) from the following ASE and NAEVT areas of competence:

1. Engine Performance
2. Heating and Air Conditioning
3. Electrical Systems
4. Brakes
5. Suspension and Steering
6. Manual Drive train and Axle
7. Automatic Transmission/Transaxle
8. Engine Repair
9. Gasoline Engines (Heavy Duty Trucks)
10. Diesel Engines (Heavy Duty Trucks)
11. Drive train (Heavy Duty Trucks)
12. Brakes (Heavy Duty Trucks)
13. Suspension and Steering (Heavy Duty Trucks)
14. Electrical Systems (Heavy Duty Trucks)
15. Painting and Refinishing
16. Heating and Air Conditioning (Heavy Duty Trucks)
17. Preventive Maintenance (Heavy Duty Trucks)
18. Nonstructural Analysis and Damage Repair
19. Structural Analysis and Repairs
20. Fire Apparatus Electrical Systems (EVT)
21. Fire Apparatus and Design Performance (EVT)
22. Ambulance Electrical Systems (EVT)
23. Ambulance Design and Performance (EVT)
24. Fire Pumps and Accessories (EVT)

D. Should an employee fail to recertify, and provide documentation of recertification, certification differential pay shall automatically cease.

Section 5.

Effective April 1, 1990, employees in the job classification of Building Code Inspector (class code #05422) shall be eligible to receive assignment pay in an amount equivalent to an additional five percent (5%) above base salary. In order to be eligible to receive this pay, the following conditions must be met:

1. Employee must be qualified to perform Plan Review and hold a valid Plans Examiner card issued by the Board of Rules and Appeals.
2. This assignment will be offered to qualified employees selected by

the Director.

3. (a) These responsibilities may be offered on a trial basis not to exceed three (3) months. During this time, the employee will be trained in Plan Review duties and responsibilities.

(b) When the employee is qualified in the opinion of the Director or their designee, and the employee agrees to accept, and is assigned in writing, the new duties and responsibility the employee will be issued a Plan Examiner's card from the Board of Rules and Appeals and will receive the assignment pay.

(c) No Code Inspector, who is NOT being trained for the above assignment or who does not have a valid Plan Examiner card, will be ordered or instructed to perform Plan Review.

4. The number of employees assigned to perform plan review shall be at the discretion of the Director or their designee.

5. It is understood that assignment pay is not a vested right of the employee. Removal of assignment pay due to lack of work or organizational change will be governed by seniority. Removal of assignment pay for any other reason will be within the discretion of the Director.

6. Should a Code Inspector be removed from inspecting responsibilities, and be temporarily assigned to perform the full duties of a Plans Examiner, the employee will continue to be assigned their vehicle. When the employee becomes eligible to receive out of classification pay as described in Section 2-A of this Article, the employee will lose the assignment pay described herein.

7. The parties understand that if the County restructures the Plans Examiner and Building Inspector classification series, the provisions of this agreement shall be superseded if that restructuring accomplishes the same objectives as this agreement.

Section 6.

1. On or before December 31, 1999, the County shall implement a five percent (5%) assignment pay for employees in the following job classifications when regularly and permanently assigned to work in the Waste Water Treatment facility (Copans and Powerline):

Electrician II
Electronics Technician I & II
Equipment Operator II & III
Maintenance Worker II
Plant Operator I & II
Utilities Mechanic I & II
Welder

2. The parties understand that this provision does not apply to employees who may periodically or infrequently work at the Waste Water Treatment Plant. Should an employee receiving this assignment pay, who is no longer assigned to permanently work at the Waste Water Treatment Plant, regardless of the cause, will lose the assignment pay described herein.

Section 7.

On or before December 31, 1999, the County agrees to pay employees in the below stated job classifications, who provide documentation of an advanced certificate specific to the employees job duties, a five percent (5%) pay differential for a certificate designated as a "Mechanical Journey Level/Certificate of Competency," or "State Licence" for security guards . In no event will an employee receive more than a total of five percent (5%) 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 certificate.

1) Carpenter I
2) Carpenter II
3) Electrician I
4) Electrician II
5) Plumber I

- 6) Plumber II
- 7) Refrigeration Mechanic I
- 8) Refrigeration Mechanic II
- 9) Security Guard I
- 10) Security Guard II
- 11) Welder

Section 8. Labor Management Committee

Effective no later than December 31, 1999, the Federation and the County agree to create a Labor Management Committee on incentives. The Labor Management Committee shall consist of three (3) representatives from the Union and three (3) from the County. The purpose of this Committee will be to identify job related incentives that will compensate employees for increased job related performance. The Committee will reduce their recommendations to writing, and in turn, will be submitted to the County Administrator and the Federation President for approval. Once approved by the County Administrator and the Federation President, the recommendations shall be implemented after the bargaining unit members have accepted and ratified the recommendations, and if necessary, acceptance by the County Commission.

Section 9. Service Recognition Program

1. For FY 1999/2000, eligible employees who have reached at least the ten (10) year County service bench mark as outlined in Section 5 below, as of October 1, 1999, will receive 50% of the amount for each of the bench marks currently and previously reached. For example, an eighteen (18) year employee would receive 50% of the gross lump sum amounts for the ten (10) year bench mark and the fifteen (15) year bench mark. That is, the employee would receive half of \$475 for ten (10) years and \$775 for the fifteen (15) years totaling \$625. The employee will receive this one time gross lump sum payment in the first full pay period in December 1999.

2. For FY 2000/2001, eligible employees who have reached a County

service bench mark as outlined in Section 5 below, as of October 1, 2000, will receive 75% of the amount for only that bench mark reached that year. For example, a twenty (20) year employee would receive 75% of the gross lump sum amount for reaching the twenty (20) year bench mark. That is, the employee would receive 75% of \$1,000 totaling \$750. On the other hand, a nineteen (19) year employee would not be eligible for this increase, but may be eligible the following year for reaching the twenty (20) year County service bench mark. The employee will receive this one time gross lump sum payment in the first full pay period in December 2000.

3. For FY 2001/2002, eligible employees who have reached a County service bench mark as outlined in Section 5 below, as of October 1, 2001, will receive 100% of the amount for only that bench mark reached that year. The employee will receive this one time gross lump sum payment in the first full pay period in December 2001.

4. A County service bench mark is understood to mean an employee's most recent date of continuous, full-time service or continuous pro-rated part-time service, including any period of temporary or limited-term employment.

5. Years of Service	Amount
10 years	\$475
15 years	\$775
20 years	\$1,000
25 years	\$1,300

6. The Service Recognition Program will end on September 30, 2002, unless otherwise agreed upon by the parties.

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HOURS OF WORK AND OVERTIME

Section 1. The work week for County employees shall not exceed forty (40) hours in a seven (7) day period beginning each Sunday at 12:01 A.M. through the following Saturday at 12:00 P.M., exclusive of scheduled unpaid lunch breaks; the County agrees to notify the Union in writing of proposed change(s) in the number of work week hours for full time employees at least five (5) weeks prior to the proposed effective date of such change(s). The Union may request within twenty-one (21) working days of receipt of such notice, to meet and discuss with the County prior to the implementation of the change(s). The County Administrator, or the County Administrator's designee will review any proposed change(s) and the input of both the Union and the County regarding the proposed change(s). After such review, the County Administrator or the County Administrator's designee will approve or disapprove the proposed change(s). Permanent shift assignments shall not be changed except after two (2) weeks notice and where feasible three (3) weeks notice, to the affected employee except in emergency situations. Where operationally feasible, the County shall make every effort to schedule consecutive days off and limit shift rotations within the pay period.

Section 2. All hours authorized and worked in excess of forty (40) hours in a seven (7) days work period shall be compensated at one and one-half (1½) times the employee's straight time base hourly rate of pay. There shall be no compensatory time in lieu of overtime pay. The following hours shall be computed as hours worked for the sole purpose of computing eligibility for the overtime rate:

- A. Hours off for workers' compensation;
- B. Sick leave bonus hours;
- C. Standby duty pay as defined in Article 6, Section 10B, shall only be computed as time worked for determining overtime eligibility, the

intent being to help toward making the work week whole, in either of two cases:

1. Where an employee has utilized authorized sick leave during the scheduled work week; or
 2. Where an employee receives a time adjustment of up to 2.5 hours per week (for example, the adjustment between the normal work week of 37.5 hours to 40 hours), however, not more than 2.5 hours of Standby Duty per week shall cause the time adjustment to be considered hours worked.
- D. Holiday pay, as defined in Article 8, Section 2, shall be computed when the designated holiday is an employee's normally scheduled workday and the employee is given the day off in observance of the holiday;
- E. Annual leave hours shall be computed only when such leave is prescheduled and approved according to the vacation schedule provisions of Article 7, Section 3A; or when annual leave hours are requested and approved prior to the employee's knowledge that overtime has been scheduled during the week the annual leave is requested/approved.
- F. Bereavement Leave Hours;
- G. Jury Duty Leave hours paid;
- H. Emergency Working Condition Hours as described in Section 11 of this Article.

All other hours paid but not worked shall not be computed as hours worked.

Section 3. Each full-time employee working eight (8) hours per day but less than ten (10) hours shall be entitled to two (2) paid fifteen (15) minute breaks, one in the first half and one in the last half of the shift; employees regularly scheduled to work shifts of ten (10) hours or more shall be entitled to two (2) paid twenty (20) minute breaks, one in the first half of the shift and one in the last half.

Section 4. The starting and ending time for a work location shall be established by the appropriate supervisor in order to meet the varying needs of that work location.

Section 5. In addition to the straight time base hourly rate, full-time employees will be paid a shift differential of 50¢ per hour for hours actually

worked on the third shift and 85¢ per hour for hours worked on the first shift. Effective no later than December 31, 1999, full-time employees will be paid a shift differential of 70¢ per hour for hours actually worked on the third shift and \$1.10 per hour for actually worked on the first shift. Permanent part-time employees will receive the shift differential if they work a full eight (8) hours, or ten (10) hours if applicable, on the third or first shift. For purposes of this article, shifts shall be defined as:

Second shift: All work shifts which begin between 4:00 a.m. and 11:59 a.m.

Third shift: All work shifts which begin between 12:00 noon and 7:59 p.m.

First shift: All work shifts which begin between 8:00 p.m. and 3:59 a.m.

For divisional personnel operating on shift schedules, those employees completing their scheduled shift and authorized to continue working into the next consecutively scheduled shift, shall be paid the shift differential for those hours worked in that additional consecutive shift.

Section 6.

A. Assignment of Prescheduled Overtime: The County agrees to prepare a seniority list for each job site within a division except, the Water Supply, and Waste Water Management Divisions shall prepare a seniority list for each district. The purpose of such list is to coordinate and distribute equally prescheduled overtime. In the event that an employee is needed to work prescheduled overtime, the most senior qualified employee on the work site who is in the needed classification and who normally performs work of the type and character of the needed overtime work will be given the opportunity to accept or reject the prescheduled overtime. That employee will thereafter be placed at the

bottom of the list and the employee shall not be offered prescheduled overtime until all qualified employees at the work site within the same classification who normally perform the required duties have been asked to work prescheduled overtime. In the event that all qualified employees in the affected classification who normally perform work of the type and character of the needed overtime work decline to work prescheduled overtime, the least senior qualified employee in the classification shall be required to perform the overtime work. However, the least senior qualified employee may be excused from being required to perform prescheduled overtime if the employee presents an excuse acceptable to the employee's immediate supervisor. In such event, the above process shall apply to the next least senior qualified employee who shall be required to work the overtime.

The affected employee(s) will be advised of prescheduled overtime as soon as practicable to allow the employee to make arrangements (i.e. family, etc.). Prescheduled overtime which is requested half way, or more, into the regularly scheduled shift for overtime needed the same day shall not cause the employee to lose their position on the overtime list whether or not the overtime is accepted.

B. Assignment of Emergency Overtime: If the County needs an employee to work unscheduled overtime of an emergency nature, the County will nevertheless attempt to follow the procedure outlined in Section 6 "A" above where, at the sole discretion of the County, sufficient time exists to allow compliance with the procedure. However, said procedure shall not apply to preclude the County from "holding over" employees to perform needed emergency overtime; employees held over shall retain their position on the prescheduled overtime seniority list.

Section 7. When an employee is required to report to a County physician for a medical examination as a condition of employment, continued employment, or

promotional employment, such examination will take place during the employee's normal scheduled work week. If the examination cannot be scheduled during the employee's normal scheduled work week, the employee shall be compensated at straight time base rate for time required to undergo the medical examination or at the overtime rate, if the employee has been authorized and has worked in excess of forty (40) hours in a seven (7) day work period.

Section 8. When an employee is scheduled to report into work on a day on which the employee is normally off duty and is sent home for lack of work, the employee shall be entitled to five (5) hours pay at straight time base rate as "show up" time, or actual time worked if more than five (5) hours.

Section 9. Emergency Call Out:

A. Call out pay is provided to compensate off duty employees required to return to work on an unscheduled basis after completing a regularly assigned shift. Such employees shall be paid for the actual time worked with a minimum guarantee of three (3) hours pay. Should an employee receive a further assignment(s) while on Emergency Call Out, and in the course of completing such additional assignment(s) works beyond three (3) hours in total, the employee shall be paid for the actual time worked (at the overtime rate of pay, if applicable). In this context only, actual time worked starts at the time of notice and ends when the employee would reasonably be expected to return home.

B. Any employee required to report to work within two (2) hours of regularly scheduled starting time shall be ineligible for call out pay but eligible for compensation for actual hours worked (at the overtime rate of pay, if applicable).

C. Any employee who is on duty and is instructed and assigned to return to work shall be ineligible for call out pay but eligible for compensation for the actual hours worked (at the overtime rate of pay, if applicable).

D. Any employee required to continue working after completion of their regular scheduled shift shall be ineligible for call out pay but eligible for compensation for the actual hours worked (at the overtime rate of pay, if applicable).

Section 10. Standby:

A. In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule employees to standby duty. A standby duty assignment authorized by a supervisor requires an employee to be available for work due to an urgent situation on the employee's off-duty time which may include nights, weekends, or holidays. Employees shall be required to be on standby duty when assigned unless excused by supervision.

B. 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 6, Section 2.

C. Employees while on standby duty when called to work will, in addition to the standby duty pay provided in Paragraph B above, be paid as follows: For the initial call for each regular work day or regular day off of standby duty, the employee will be paid for actual time worked with a minimum guarantee of two (2) hours pay. For all other calls during standby duty, the employee will be paid for actual time worked. For pay purposes, actual time worked starts at the time of notice, and ends when the employee would reasonably be expected to return to home. The employee is expected to respond to the call in a reasonable amount of time following notice. In the event any employee who is on standby duty fails

to respond to a call to work the employee will forfeit the standby duty pay and may be subject to possible disciplinary measures.

D. Employees will not be assigned and scheduled to standby duty if excused in advance by a supervisor outside the bargaining unit. However, in the event the supervisor cannot schedule the required number of employees for standby duty, then any previously excused employees will be required to serve the necessary standby duty.

E. Where operationally feasible, standby duty assignments will be made on a weekly basis. Feasibility shall be determined by management.

Section 11. Emergency Working Conditions: Due to conditions beyond the control of the Employer, including but not limited to things such as hurricanes, windstorms and tornados, if the County Administrator declares an emergency and directs the County to begin Emergency Operations, bargaining unit members shall be compensated as described below:

A. Any employee regularly scheduled to work during the declared emergency who is ordered by the Employer's management not to report or to go home prior to the completion of their shift will suffer no loss of pay. Any employee who is on pre-approved sick leave, annual leave, or personal day before the declared emergency will suffer no loss of pay and the applicable leave bank shall not be deducted. Such hours paid but not worked will not count as hours worked for computing premium (time and one-half) overtime eligibility.

B. Any employee who is ordered, or assigned as a result of volunteering, by the Employer's management to work during the declared emergency shall be compensated at double their straight time base hourly rate for all hours actually worked. This compensation is in lieu of any other compensation.

Section 12. Involuntary Transfers

A. Between Divisions - In those cases where it is necessary to transfer

an employee involuntarily from one Division to another Division due to organizational restructuring, the County will select the least senior qualified employee in the classification.

B. Within a Division - In those cases where it is necessary to transfer an employee involuntarily from one location to another location within a Division which is significantly geographically separated, the County will consider volunteers. If there are no volunteers, the County will consider significant employee hardships. If an involuntary transfer becomes necessary, the County will not be arbitrary or capricious and will base the involuntary transfer on reasonable, articulated operational needs.

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ANNUAL LEAVE

Section 1. Full-time and regular part-time employees who are members of the bargaining unit are eligible to take accrued annual leave after the probationary period has been served. Annual leave shall be accrued with reference to completed months of continuous service and is earned as of an employee's most recent date of employment in the County. Any approved leave of absence without pay will not be included in the computation or accrual of annual leave.

Section 2. The following vacation accrual rate shall be observed by the parties for full-time employees:

<u>Completed Months of Continuous Service</u>	<u>Hourly Accrual Rate Per Bi-Weekly Pay Period</u>
Less than 60 months	3.08
At least 60 months but less than 180 months	4.62
180 months and more	6.15

Regular part-time employees shall receive a pro rata vacation accrual based on the above schedule.

Section 3.

A. For purposes of scheduling annual leave, employees shall submit a first and second preference vacation schedule to the Division Director on or before March 1st annually with the final adjustments submitted by March 15th annually. Except for emergency situations, the employee with the greatest unit seniority shall be granted vacation preference subject to the operational needs of the Division. Employees will be notified of their approved vacation schedule by April 15.

B. Any leave request submitted at other times of the year will be approved or denied with reference to the operational needs of the Department/Division and

the existing vacation schedule. Management shall return the applicable leave slip to the employee advising the granting or denial of the leave request within seven (7) working days, from management's receipt of such leave request.

Section 4. If a holiday occurs during a period of time when a member of the bargaining unit is on approved annual leave, that employee shall receive holiday pay for such holiday in lieu of annual leave pay.

Section 5. The maximum of unused annual leave that may be carried over from one calendar year to the next shall not exceed a total of two hundred and eighty (280) accrued annual leave hours. The date for computation of excess leave for each year shall be December 31. Leave in excess of two hundred and eighty (280) accrued hours shall be forfeited.

Section 6. Accrued annual leave may be used to cover a continuing absence due to illness when all accrued sick leave has been exhausted.

Section 7. Any permanent employee in the bargaining unit who is separated from service with the County shall be compensated for all unused accrued annual leave at the employee's base rate of pay at the time of separation.

Section 8. Accrued annual leave may be used in half-hour ($\frac{1}{2}$) increments.

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HOLIDAYS

Section 1. The following days will be observed on the day designated by the County as a paid holiday:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Two (2) personal days- beginning in January, 1996 (at employees request with appropriate notice).

Section 2. Holiday Pay shall be computed on the employee's straight time base rate of pay and such holiday pay shall be based on one-fifth (1/5) of the normal scheduled work week.

All full-time employees shall receive two (2) personal days of eight (8) or ten (10) hours each. Regular part-time 20+ hour employees shall receive two (2) personal days of four (4) hours each.

Section 3.

A. An employee who fails to work their scheduled work day before or after the holiday forfeits the holiday pay for that holiday unless the employee provides a physician's certificate as to their physical condition being incapacitative on the actual day missed. This requirement may be waived at the sole discretion of the County.

B. An employee who fails to work their scheduled work day on the holiday forfeits the holiday pay for that holiday unless the employee provides a physician's certificate as to their physical condition being incapacitative on the actual day missed, however, shall an employee provide a physician's

certificate, the employee shall receive holiday pay plus sick leave pay for that day. An employee who does not provide a physician's certificate and is otherwise eligible to use sick leave, will be compensated for the sick leave only.

Section 4.

A. Employees who work on a designated holiday shall receive one and one-half (1½) their base rate of pay for actual hours worked on such holiday plus the holiday pay as defined in Section 2 above.

B. Employees who are given the day off in observance of the holiday shall receive holiday pay as defined in Section 2 above.

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.

D. If the employer gives an employee who works the designated holiday another day off, 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. Section 4A would apply to actual hours worked on the designated holiday.

Section 5. In the event the Board of County Commissioners for Broward County, Florida designates a paid holiday, other than those listed in Section 1, for employees of other bargaining units, the parties agree that the employees covered by this Agreement will likewise enjoy said holidays, on the same terms and conditions set forth in this article.

Section 6. An employee or employees who are called into work on a County designated holiday, shall be guaranteed a minimum of three (3) hours pay at one and one-half times the hourly rate of pay, regardless of the number of hours

worked during the work week. This shall not apply to standby employees who are scheduled to work standby for the week or weekend.

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BENEFITS

Section 1. The County agrees to continue in effect the insurance programs for unit employees currently in effect on the same terms and conditions available to other County employees. Employees shall receive a "Flex Dollar" amount of \$3,610 annually per calendar year (paid bi-weekly) for the duration of this Agreement.

The Federation reserves the right to submit recommendations to the County's Division of Human Resources in reference to insurance benefit plans for unit employees.

Section 2. The County will make available three (3) additional payroll deductions for possible utilization by this bargaining unit under the same terms and conditions as provided in Article 17 of this Agreement.

Section 3.

A. Bargaining unit members who are disabled because of an injury arising out of, and in the course of their employment with the County, will receive supplemental payments from the County, which when added to Workers' Compensation payments would equal their full pay for a specified period of time without charge against annual or sick leave. The disability must be of an immediate incapacitating nature, not one which occurred at some time in the past. If an injury is determined by the County's Safety Committee to have occurred as a result of the employee's failure to comply with established safety rules and procedures, or failure to use provided personal protective safety equipment, the employee may be denied County supplemental payments.

B. If at any time Workers' Compensation benefits are discontinued or suspended under the provisions of the Florida Workers' Compensation Act, Workers' Compensation and any County supplemental payments made pursuant thereto shall be

discontinued.

C. In order for an employee on Workers' Compensation to remain eligible for County supplemental payments, the employee must contact their Division Director at least once every work week while the employee is on leave in order to report as to their medical condition and prognosis, and sooner if the employee's medical condition and prognosis changes.

D. If an employee is unable to perform their regularly assigned duties as a result of an injury, but is still able to perform some type of restricted work, the employee may be assigned other work or duties during the period of their recuperation at the sole discretion of the County and subject to the operational needs of the Department/Division and otherwise in accordance with the Americans with Disabilities Act (ADA). Any employee physically able but unwilling to accept such an assignment shall be denied supplemental payments from the County.

E. The Director of Human Resources may order any employee on Workers' Compensation to be examined by a physician who is selected and approved by the Division of Risk Management. If the employee refuses to be examined, then that employee shall be immediately removed from such leave and shall be ineligible to receive any supplemental payments from the County.

F. While an employee is receiving Workers' Compensation, any authorized County supplemental payments shall not exceed eight (8) work weeks for any one injury or multiple injuries occurring in one (1) accident or mishap. If an employee is unable to return to work or perform their normal job duties at the end of the eight (8) work week period, such employee will continue on Workers' Compensation in accordance with Florida Statute, but shall not receive County supplemental payments.

G. A Department/Division head may petition the Division of Human Resources to continue an employee on Workers' Compensation with supplemental payments for

an additional period of time not to exceed eight (8) work weeks, provided that sufficient grounds are given by the Department/Division head and the extension is approved by the County Administrator. A management decision to award or deny additional supplemental payments shall not be subject to the grievance procedure. This provision shall not entitle any employee as a matter of right to an extension of Workers' Compensation leave.

H. An employee who has exhausted their Workers' Compensation leave and is placed on a leave of absence without pay shall be entitled to re-employment in the first available position for which the employee is qualified and which is similar in pay unless the pay requirement is waived by the returning employee. This provision shall only grant to a returning employee the right to re-employment with Broward County on a priority basis when a position is available in County service. This right will exist for one (1) year from the time the employee goes on leave of absence without pay.

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SICK LEAVE

Section 1. Employees shall accrue sick leave at the rate of eight (8) hours per month if full-time, and a proportionate amount if part-time, to a maximum of 960 hours for purposes of payment as described in Section 3 of this Article. For all utilization purposes outlined in this Article, accrual of sick leave shall be unlimited.

Section 2. An employee shall be eligible after completion of the initial probationary period, to earn eight (8) hours of time off with pay (bonus day) for each six (6) month period in which no sick leave is used. The six (6) month period begins with the last instance of sick leave. This bonus day is time off with pay which must be taken in the next nine (9) month period. The time taken shall be at the option of the employee so long as the smooth operations of the Division are not jeopardized. The County shall notify the employee in writing within three (3) weeks after the employee has earned a bonus day. Failure to notify within this time shall extend the time period for taking the bonus day to nine (9) months from the date earned.

Section 3. When employees resign or are laid off they will be paid twenty-five (25%) of their accumulated sick leave as of the effective date of such action their separation. Employees who retire under the Florida Retirement System will be paid fifty percent (50%) of their accumulated sick leave as of the effective date of their retirement.

Section 4. Except where amended in this contract, the rest of Civil Service Regulation 14.229 shall apply to sick leave.

Section 5. In order to qualify for sick leave pay, 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 shift starts.

Section 6. 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 7. Sick Leave Conversion:

Employees whose sick leave accrual balance exceeds 500 hours as of the end of the last pay period in November of a given year are eligible to participate in the Sick Leave Conversion plan. Only those hours beyond 500 total hours of accrued sick leave are eligible for conversion. Accrued sick leave hours considered eligible for conversion may be converted to Annual Leave at a ratio of two (2) sick leave hours to one (1) annual leave hour for accrued sick leave hours up to 960 total hours or one (1) sick leave hour to (1) annual leave hour for accrued sick leave hours beyond 960 total hours for a maximum of forty (40) hours annual leave. The converted hours shall be credited to the employee's annual leave bank in January of the following calendar year. Employees interested in converting sick leave subject to the conditions of this section must follow the procedures as provided by the Division of Human Resources.

Usage of sick leave converted to annual leave is subject to the provisions of Article 7 (Annual Leave) of this Agreement.

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FAMILY ILLNESS LEAVE

Section 1. Family Illness Leave may be granted to an eligible employee as defined in Section 2 below in the case of actual sickness or disability of an immediate family member. Immediate family shall be defined as the employee's spouse, 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 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 calendar year to care for an ill immediate family member.

Section 3. Use of accrued sick leave for Family Illness is subject to the Procedures of the County's Sick Leave Monitoring Policy governing the use of Sick Leave and shall be treated as any other usage of an employee's sick leave for the purposes of documentation and approval.

Section 4. Leave in excess of the forty (40) hours specified in Section 2 above may be granted in accordance with the provisions specified in Article 7, Annual Leave.

Section 5. Any improvements to the Family Illness Leave benefit granted by the Board of County Commissioners for non-represented employees during the term of this agreement shall also apply to employees covered by this agreement.

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BEREAVEMENT LEAVE

Section 1. An employee who suffers the death of an immediate family member shall be granted bereavement leave of three (3) working days to attend the funeral in the state of Florida, and five (5) working days (a total of forty (40) hours) to attend the funeral outside the state of Florida. This shall be with full pay and shall not be deducted from the employee's accrued leave. If additional time is needed the employee may use annual leave. For purposes of Bereavement Leave, immediate family is defined as: parents, sister, brother, spouse, son, daughter, employee's grandparent(s), mother-in-law, father-in-law, grandchildren, stepchildren domiciled in the employee's household, and persons determined "in loco parentis" (in the place of the parent) by the Human Resources Director.

Section 2. The employee shall provide their supervisor with proof of death in the employee's family if requested.

Section 3. The parties agree that in the event a death occurs pursuant to the standards set forth in Section 1, above, for a family member outside the state of Florida, an employee, upon request, shall be granted an additional two (2) days' leave which shall be deducted from the employee's earned sick leave. The use of said sick leave for this purpose shall not affect the Bonus Day computation provided for in Article 10, Section 2.

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SENIORITY

Section 1. Bargaining unit seniority is understood to mean an employee's most recent date of continuous employment in a bargaining unit position so long as the employee has been carried for payroll purposes as a permanent employee. Bargaining unit seniority will continue to accrue during all types of County approved leave except for leave of absence without pay or layoff, for more than thirty (30) days, which shall cause this date to be adjusted for an equivalent period of time. Leave of absence without pay or layoff, for periods of less than thirty (30) days shall not cause the bargaining unit seniority date to be adjusted.

Section 2. Unit seniority will be used for the purpose of layoff and recall as provided for in other sections of this article and where operationally feasible, for scheduling vacation as provided in Article 7.

Section 3. In the event it is necessary to reduce the work force, including abolishment of a division, all layoffs shall be according to seniority. An employee affected by a reduction in force shall have the right to displace an employee with less seniority in any equal or lower classification in the employee's Department provided the retained employee is technically qualified and physically capable to perform the necessary duties of the position without further training.

Section 4. An employee who accepts a lower paid bargaining unit position in lieu of layoff shall retain their rate of pay unless it exceeds the highest rate for the new class in which case the employee shall be paid the top of the lower classification rate.

Section 5. All employees shall receive at least a two (2) weeks notice of

layoff, or, in lieu of notice, two (2) weeks pay at the employee's regular rate of pay. The Federation shall be furnished copies of all layoff notices at the same time as the laid off employee receives notice.

Section 6. Employees who have been laid off will have recall rights not to exceed eighteen (18) months. Names of affected employees will be placed, in order of seniority, on a recall list for the job classification from which the employee(s) were laid off. When a vacancy occurs for which there is a recall list, the Division of Human Resources will send a certified letter of notice to the most senior employee at the last address the employee filed with the Division of Human Resources with a courtesy copy to the Federation. If the employee refuses to return to work in the classification for which said employee is recalled, or if there is no response within ten (10) working days after the notice is sent, such employee's recall rights under the Agreement are lost. Such employee would still be eligible for County employment but not on a preferential basis.

Section 7. For the purposes of layoff and recall, a vacancy is deemed to exist when the County is seeking to fill a full-time permanent budgeted position.

Section 8. Laid off employees who are recalled to County service within the eighteen (18) month recall period as provided for in Section 6 shall have the right to "buy back" the amount of sick leave accrual held at the time of layoff by reimbursing the County the sick leave pay out which was given at the time of layoff. If the employee elects not to buy back sick leave accrual, sick leave will begin to accrue on the date the employee is returned to County service. The recalled employee shall also be credited with seniority earned prior to layoff. However, the time spent on layoff, except for time spent on a layoff for less than thirty (30) days, shall not be credited in the calculation of benefits.

Section 9. If an employee is absent for five (5) consecutive workdays

without notifying the County of their absence, the employee shall be terminated and it shall not be grievable. If the employee is on approved annual leave, sick leave, bereavement leave, compensatory time, or leave without pay, the first sentence of Section 9 shall not apply.

Section 10. In case of a layoff caused by subcontracting, the County shall give priority in placing laid off employees in a vacant bargaining unit position and shall also use its best efforts to place affected employees in vacant positions throughout Broward County.

Section 11. The provisions of this section apply to absences from the unit which occur subsequent to Board approval of the agreement for FY 93/94. An employee covered by the collective bargaining agreement who leaves the bargaining unit for reasons other than discharge, or resignation in lieu of discharge, shall retain bargaining unit seniority accrued prior to vacating the position provided the period of absences does not exceed 6 months. An employee who leaves the bargaining unit and returns to a bargaining unit position within 6 months, shall not accrue any bargaining unit seniority during the period of absence, and shall be considered to have bargaining unit seniority equal to the seniority accrued as of the date the employee vacated the position. An employee who returns to a bargaining unit position more than 6 months after leaving the bargaining unit shall not be credited with any prior bargaining unit seniority and must commence a new seniority date.

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PROMOTION POLICY

Section 1. It shall be the policy of Broward County to encourage promotion from within, whenever feasible, consistent with qualified manpower and affirmative action goals. A promotional system will be maintained encompassing merit principles which will recognize County service as a major factor in promotions along with qualifications and work records. Employees who are interested in being promoted or changing divisions may file a "Job Interest Card" with the Civil Service section for those specific classifications in which an interest is expressed. After an employee files a "Job Interest Card" with Human Resources, Human Resources will notify the employee when the classification is announced. It shall be the objective of Civil Service to encourage promotion from within, free of political considerations, nepotism or other forms of favoritism or unlawful discrimination. Promotional appointments shall not be grievable except in cases where the party (s) can substantiate that one of the above considerations resulted in such appointment.

The amount of salary increase granted upon promotion shall be consistent with the provisions of the Broward County Civil Service Rules and Regulations, as such provisions existed as of the effective date of this agreement.

Section 2. There shall also be a probationary period served when an employee is promoted. The term of this period shall be 135 calendar days. If an employee is removed during the probationary period following a promotion for failure to perform satisfactorily the duties of the higher position, the employee shall be returned to the position held prior to the promotion or to a similar position. Should an appropriate vacancy not exist, the employee shall be restored to the position held prior to the promotion and the provisions governing reduction in force shall apply. A probationary promotional appointment does not

affect an employee's earned permanent status and rights in the County system acquired in another position. The promoted employee retains the right to bring a grievance under any term or condition of employment specified in this Agreement except that no grievance may be filed on the employee's behalf relating to a management decision to return the employee to their former or substantially equivalent position during the first 135 calendar days following promotion. During the probationary period the said employee will be paid the appropriate higher classification wage rate and will continue to receive said wage after completing their probationary period.

Section 3. To improve the quality of personal service rendered to the public and to aid employees in equipping themselves for advancement, any permanent, full-time employee may request Educational Leave for the purpose of taking occupationally related courses or training. The following procedures shall apply:

- A. The immediate supervisor shall determine the feasibility of excusing the employee from work by examining the work schedule and arranging for adequate coverage and/or redistribution of work assignments during the employee's absence.
- B. The Division Director shall then determine whether the courses or training are occupationally related and whether leave shall be granted with full pay subject to review by the Director of Human Resources if denied.
- C. Request for educational leave must have final approval in advance by the Director of Human Resources and shall not exceed a total of twenty (20) working days or one hundred sixty (160) work hours in any one (1) calendar year per employee, except as may be approved by the County Administrator.

Section 4. Employees covered by this Agreement may participate in the County's Educational Reimbursement Program. The eligibility requirements and the amount, type and condition precedent to obtaining reimbursement, will be established by the County.

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LEAVE OF ABSENCE WITHOUT PAY

Section 1. At the sole discretion of the County, a department, division or office director may grant a permanent employee a leave of absence without pay for a period not to exceed three (3) months, subject to operational needs. However, a leave may be approved by the Director of Human Resources in accordance with the Family and Medical Leave Act for a period not to exceed four (4) months. Leave of absence without pay exceeding the periods described above may be granted with the approval of the County Administrator. However, in no case shall the total period of a leave of absence without pay exceed one year.

Section 2. The following practices regarding Leaves of Absence without pay shall apply:

(a) Leave Without Pay shall be granted only when the employee has utilized all accrued annual leave; and all accrued sick leave, if applicable.

(b) If an employee fails to return to work at the expiration of approved leave, the employee shall be terminated effective as of the last day of the authorized leave of absence.

(c) An employee granted Leave of Absence Without Pay and who wishes to return before the leave period has expired, shall be required to give their division head at least three (3) weeks notice. Upon receipt of such written notice, the employee must be permitted to return to work under conditions as stipulated in this Article.

(d) No sick leave or annual leave credit will be earned by an employee during the time that the employee is on Leave Without Pay. The employee shall be covered by hospitalization benefits for 90 days from the commencement of Leave Without Pay.

(e) Upon return from Leave Without Pay the employee shall be placed on the same pay step of their salary range as at the time of commencement of leave.

(f) An employee returning from a Leave of Absence Without Pay shall be entitled to employment in the same division/office in the same or similar class wherein employed when leave began. This provision shall not apply to employees who have been placed on a leave of Absence Without Pay as a result of the expiration of a disability leave.

(g) No seniority, as stipulated in Article 12, will be earned by an employee during the time that the employee is on leave without pay. When the employee returns from leave without pay, the employee shall be credited with all seniority earned prior to their leave of absence.

(h) An employee while on authorized Leave of Absence Without Pay who obtains employment elsewhere automatically forfeits their position with the County.

Section 3. The above Provisions do not apply to any employee who is granted a leave of absence without pay six (6) months or greater in order to be employed as a Union Representative for the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO). A fifteen (15) day notice to the County must be submitted by the employee requesting such leave.

It is understood and agreed that should said employee return to employment with the Broward County Commission, said employee shall return to their same or equivalent position with full accrued seniority, benefits, and compensation restored to the level which said employee would have received had no leave been taken.

It is understood that during said leave the employee shall not earn vacation, sick, or holiday leave from the County but shall utilize said leaves

from their employment by the Union.

A fifteen (15) day notice to the County must be submitted by the employee prior to their return to work.

For example, if a ten (10) year County employee takes a five (5) year leave of absence to be employed by the Union the County is not responsible for paying the employee vacation, sick, and holiday leave during the time the employee is on leave. However, if the employee returns to the County at the expiration of the five (5) year leave of absence, the employee returns to work as a fifteen (15) year County employee for all purposes, including vacation earned for a fifteen (15) year employee.

Section 4. The provisions of the Family and Medical leave Act of 1993 shall apply to members of the bargaining unit. Further, any leave policies affecting bargaining unit members will at least equal the requirements set forth in the Family and Medical leave Act of 1993; however; leave policies affecting bargaining unit members shall not be construed as providing leave in addition to the length of leave to which a bargaining unit member may be entitled under the Act.

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GRIEVANCE PROCEDURE

Section 1. Any claim by an employee, group of employees, or the Federation at the request of a group of employees, that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement; or any rule, order, or regulation of the County deemed to be in violation of the Agreement may be processed as a grievance as is hereinafter provided. Nothing in this Article shall be construed to prevent any employee from presenting, at any time, their own grievance in person or by legal counsel to the County, and having such grievance adjusted without the intervention of the Federation, if the adjustment is not inconsistent with the terms and conditions of this Agreement, and if the Federation has been given reasonable opportunity to be present at any meeting called for the resolution of such a grievance.

Section 2. In the event that an employee believes there is a basis for a grievance, the employee shall first informally discuss the alleged grievance with the immediate supervisor either personally or if the employee prefers, accompanied by a Federation representative, within seven (7) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.

Section 3. If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the following Formal Grievance Procedure may, at the option of the grievant, be invoked through the Federation within seven (7) working days after the informal discussion. The Formal Grievance shall be presented on the designated form, signed by both the grievant and a representative of the Federation, which shall contain all known facts supporting the alleged grievance.

Step 1: Within the time frames set forth in Section 1, 2, and 3 above, a grievant may submit to their Division Director a copy of the grievance on the designated form. Within seven (7) working days of receipt of the grievance, the Division Director shall meet with the grievant and/or their Federation representative in an effort to resolve the grievance. The Division Director shall indicate the disposition of the grievance in writing within seven (7) working days after such meeting and shall furnish a copy thereof to the Federation, provided that when the grievant is satisfied with the response, processing of the grievance will automatically terminate. In those grievances arising from implementation of an action directed by the County Administration, the formal procedure may be initiated at Step 3. In those grievances arising from discharge or suspension in excess of one (1) day the formal grievance procedure shall be initiated at Step 2.

Step 2. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the Department Head and/or a designee within seven (7) working days of the disposition or expiration of the time limit. Within seven (7) working days the Department Head or a designee shall meet with the grievant and/or the Federation representative and shall indicate the disposition of the grievance in writing within seven (7) working days of such meeting and shall furnish a copy thereof to the Federation, provided that when the grievant is satisfied with the response, processing of the grievance will automatically terminate.

Step 3. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the County Administrator and/or a designee within seven (7) working days of the disposition or expiration of the time limit.

Within seven (7) working days the County Administrator or designee shall meet with the grievant and/or the Federation representative and shall indicate the disposition of the grievance in writing within seven (7) working days of such meeting and shall furnish a copy thereof to the Federation.

Step 4. If the grievant is not satisfied with the disposition of the grievance by the County Administrator 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 within twenty (20) working days of the date of disposition at Step 3, or the expiration of the time limit, whichever comes first. If the parties cannot agree as to the arbitrator within seven (7) working days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the Federal Mediation and Conciliation Service in accordance with its rules, which rules shall likewise govern the arbitration proceedings. The parties agree that the award of the arbitrator shall be final and binding.

Section 4. The losing party in an arbitration will pay the expenses of the Arbitrator. Each party shall be responsible for any additional expense it chooses to incur.

Section 5. The time limits provided in this Article shall be strictly observed unless extended by mutual written Agreement of the parties. The definition of a working day shall not include Saturdays, Sundays or holidays.

Section 6. In the event that the County does not respond within the stated time frames, the grievance automatically proceeds to the next level in the grievance procedure, prior to arbitration.

Section 7. Adjustment of any grievance as described herein shall not be

inconsistent with the provisions of this Agreement.

Section 8. The arbitrator shall be prohibited from modifying, changing, adding to or subtracting from the terms of this Agreement or any supplementary written approved amendment entered into mutually by the parties. Any case appealed to the arbitrator on which the arbitrator has no power to rule shall be referred back to the parties without decision.

Section 9. The parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated nor shall such settlement constitute a precedent for the interpretation or application of the provisions of the Agreement.

Section 10. Nothing in this Article shall require the Federation to process grievances for employees who are not dues paying members of the Federation.

Section 11. The County's Civil Service grievance procedure shall not be available to unit members for processing grievances arising under this Agreement.

Section 12. Grievance meetings shall be conducted during business operating hours and concluded by 5:00 p.m., unless the parties mutually agree to continue the meeting. Otherwise, the grievance hearing shall be rescheduled and conducted on a mutually agreed upon date. In the event a grievance meeting is held during an employee's off-duty time, the employee will not receive compensation for attendance at the grievance meeting.

Section 13. The Director of the Division of Human Resources may prepare an advisory opinion at anytime in the grievance process on the motion of the Director of the Division of Human Resources.

Section 14. If the grievant or the Federation notifies the County Employee/Labor Relations Manager that a grievance has been filed on a formal

written reprimand and that the grievant wants the written reprimand not to become part of the official personnel file until the completion of the contractual grievance procedure, the Division of Human Resources, Employee/Labor Relations Section will not cause a formal written reprimand to be placed in that employee's official personnel file. Such notification shall be in writing within ~~five (5)~~ seven (7) working days from the filing of said grievance.

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FEDERATION BUSINESS

Section 1. The County agrees that a duly designated Federation Business Agent shall be permitted, during the workday, to enter upon the County's premises and in those areas which are not devoted to the performance of the employees' duties, for the limited purpose of conferring and consulting with the Chief Steward during the steward's break or lunch period; or during the Chief Steward's workday provided the Federation Business Agent receives prior approval of the Director of Human Resources which approval will be based upon those circumstances where it is urgent to resolve a specific problem with the Chief Steward for the mutual benefit of labor and management. The Business Agent of the Federation shall, on arrival at the County Division or premises, report to the department head or supervisor in charge.

The Federation agrees that all such visits by its officers or representatives shall not cause any work stoppage, work disruption or interfere in any manner with the County's business or departmental operations. The Federation further agrees that any telephone calls to the Chief Steward shall not interfere with the employee's job.

Section 2. The County shall provide the Federation with reasonable space and access to existing Division bulletin boards in those Divisions where members of the Federation are employed and the Federation may erect bulletin boards where none exist. Space designated for the Federation shall not be used for County notices or bulletins. All notices or bulletins of the Federation that are to be posted must be submitted to the County Administrator for the County or the County Administrator's duly authorized representative, for approval prior to posting with a copy for the County. There shall be no other general distribution or

posting by employees of pamphlets, advertising or political matter, notices, or any kind of literature upon County property other than as herein provided.

The bulletin boards, authorized by the County for use by the Federation, may be used by the Federation, under the terms of this Article, only for the purpose of posting the following notices and announcements:

- A. Notices of Federation meetings and minutes of meetings;
- B. Notices of Federation elections;
- C. Notices of Federation appointments to office;
- D. Notices of Federation recreational, social affairs, benefits, and other Federation activities.

Approval of the above-enumerated notices shall be granted by the County Administrator, or the County Administrator's duly authorized representative, unless the material violates the provisions of this Agreement or is harmful to employee labor relations.

Any intentional violation of this provision by the Federation will result in the privilege of such use of the bulletin boards being withdrawn.

Section 3.

A. The County agrees to recognize one Chief Steward for each Division as selected by the Federation as exclusive spokesman for that Division for the purpose of contract administration. In those divisions where employees are geographically separated, the County agrees to one additional representative, as assistant to the Chief Steward. The name of the on-site Federation representatives shall be furnished to the County by the Federation. In the event of a change in the designated on-site Federation representatives, the County will be notified forthwith. The Division Director, or their designee, shall deal only with the Division Chief Steward and/or one of the two designated Security Stewards. There shall also be one additional Steward allocated to the security

section in the Maintenance Division.

B. The Division of Utilities shall recognize an FPE designated Chief Job Steward for the Division. In addition, the Utilities Division shall recognize two (2) on-site representatives for the Water Supply Operating Section (1 north and 1 south), one (1) for Wastewater Treatment Operating Section and one (1) for Solid Waste Management Operating Section.

The designated on-site representative for each operational section or Chief Job Steward shall process the informal conference of the grievance procedure with the County designated supervisor at the operating section where the complaint arises.

Any grievance reduced to writing shall be processed by the designated Chief Job Steward regardless of the originating operating section, and the appropriate operational manager.

All grievances processed thereafter shall follow the provisions of Article 15.

C. In the event an employee receives a written disciplinary warning or notice and requests the presence of a Chief Steward for the interview with the employee's supervisor relative to said written warning or a grievance is processed during the Chief Steward's regular working hours, the County agrees to compensate the Chief Steward during the time their presence is necessary, the County agrees to compensate the Chief Steward at the Chief Steward's regular rate of pay.

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DUES DEDUCTION

Dues deductions shall be made per form attached hereto. There shall be no charge made by the County for deduction of Union dues. Any change in the percentage of dues to be deducted shall be given to the County thirty (30) days in advance. Dues shall be transmitted to the Federation within thirty (30) days after monthly deduction.

The County shall permit the union to maintain a separate payroll deduction slot designated specifically for the Federation Insurance Program. The Federation of Public Employees agrees to indemnify and hold harmless the County and its agents against any and all claims, suits or other forms of liability and all Court costs arising out of the application of the provisions of this Article.

AUTHORIZATION TO DEDUCT

TO THE COUNTY OF BROWARD, FLORIDA

I hereby assign to the Federation from any wages earned or to be earned by me as your employee, my periodic dues in such amounts as are now or hereafter established by the Federation and become due to it as my membership dues in said Federation. I authorize and direct you to deduct and withhold such amounts from my salary and to remit the same to said Federation. I hereby waive all rights and claims to said monies deducted and transmitted in accordance with this authorization, and release the County and all its officers from any liability therefor.

This assignment, authorization and direction shall be revocable at anytime upon thirty (30) days written notification to the County and the Federation.

WITNESS:

Employee Name (signature)

Social Security No. _____

Date: _____

Employee Name (printed)

Department/Division

Copy furnished to:

Federation of Public Employees,
A Division of the National Federation
of Public and Private Employees (AFL-CIO)
1700 NW 66th Avenue - Suite 100
Plantation, Florida 33313

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SAVINGS/PREVAILING RIGHTS CLAUSE

Section 1. If any provisions of this Agreement or the application of any such provisions should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations between both parties.

Section 2. All rights and working conditions enjoyed throughout the County by unit employees at the present time and authorized by County Ordinance, Resolution, written directive of the County Administrator, and by the Division of Human Resources which are not specifically referred to in this Agreement shall not be changed by the County unless said rights and working conditions interfere with the operational needs of the County.

Section 3. When a conflict exists between the language of the terms and conditions of the Agreement and the Broward County Civil Service Rules and Regulations, the Agreement shall prevail.

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SAFETY

Section 1. County Safety Board

In accordance with Administrative Order 300, the County will have a Countywide Safety Board. The purpose of the board shall be to monitor the overall performance of the County's Safety and Loss Control programs and make recommendations to improve same. This bargaining unit will be entitled to three members on this Board.

Section 2.

A. Division Safety Committee: Divisions will have either a safety representative or safety committee, depending on the number of bargaining unit employees. The number of employees on the committee will be in proportion to the bargaining unit's representation of the division's work force. The purpose of the Committee will be to review, report, and make recommendations on safety deficiencies. They will meet on a regular basis and committee members will be paid their regular rate of pay. All committee actions will be documented and the County Safety Coordinator shall receive a copy of such documentation.

B. There shall be meetings attended by the Federation Business Representative or designee, two employees selected by the Federation, the Director of Human Resources or designee, the Risk Management Director or designee, and the County Safety Coordinator.

The purpose of these meetings is for the Federation to discuss safety issues and make recommendations involving safety practices throughout the County including the consistent application of County safety rules and regulations. The purpose of such meetings shall not be to resolve grievances or negotiate contract language.

Meetings shall be held once quarterly at times and places mutually agreed by the participants.

Section 3. Safety Shoes

Employees in classifications/positions where it is warranted, will receive one pair of safety shoes per year. The County Safety Coordinator will be responsible for deciding what positions receive safety shoes and the Safety Coordinator's decision will be based on the recommendation of the Division Safety Committee representative and the Safety Coordinator's interpretation of OSHA requirements. Management shall determine the type and quality of such shoes.

Those employees designated to receive shoes will be reimbursed one hundred percent of the price of safety shoes up to the following amounts:

- A. Shoes - standard and low-quarter - \$82.50
- B. Boots - \$82.50
- C. Electrical/Non-conductive - \$82.50
- D. Welders - \$82.50

Appropriate Solid Waste Division employees shall be entitled to one (1) pair of safety shoes per fiscal year and the County shall furnish one pair of safety rubber boots every three (3) years.

The employee may purchase the shoes anywhere the employee wishes so long as they meet OSHA standards and the employee submits a receipt for proof and amount of purchase. This will obligate the employee to report to work each day in safety shoes.

Section 4. Tools

The County agrees to replace employee provided tools which are broken or worn out on the job. It is a requirement that such tools be necessary to perform the employee's duties. Such broken or worn out tools must be surrendered to the designated person in the Division. Replacement may be accomplished through

County in kind or reimbursement, and like quality shall be replaced with like quality.

Section 5. County Accident Review Board

The purpose of this Board shall be to review accidents and injuries to determine whether such accidents and injuries are preventable. This Board must review both the employee's and the supervisor's written account of the accident or injury prior to rendering a decision.

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PERSONAL VEHICLE COMPENSATION

The County, subject to authorization and in compliance with the rules covering the use of private vehicles, agrees to compensate employees for the use of the individual's vehicle while traveling on County business.

Such employees shall be reimbursed at the established County rate per mile or applicable state rate, whichever is greater, and in accordance with County policy for use of said personal vehicle.

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NO STRIKES OR LOCKOUTS

The parties agree to comply with the provisions of Florida Statutes Chapter 447, as amended, relating to strikes and lockouts.

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MILITARY LEAVE

The County agrees to allow military leave for employees in the bargaining unit pursuant to county, state, and federal law.

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VOTING/CIVIL LEAVE

Section 1. The County agrees to permit unit employees reasonable time off to vote when not feasible to vote before or after working hours, not to exceed one (1) hour during national, state and county elections. Said employee requesting the time off must be a registered voter.

Compensation for the voting time must not exceed one (1) hour and shall be computed at the employee's straight time rate of pay.

Section 2. Employees shall be granted Civil Leave with pay when performing jury duty, when subpoenaed to appear before any public body or commission to represent the County, or when performing emergency civilian duty in connection with national defense. Fees and travel expenses paid by the Court shall be retained by the employee.

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DRUG AND ALCOHOL TESTING

Section 1: In consideration of the legitimate concerns and interest the Employer and the Union both have in workplace safety and job performance and that both parties recognize that drug and alcohol abuse may have an adverse impact on County government, the image of County employees, and the general health, welfare and safety of the employees and the general public at large; and in consideration of the fact that both parties also recognize that drug and alcohol abuse are treatable illnesses that will be treated, where feasible, with emphasis on rehabilitation and education. The Employer and the Union hereby agree:

(A) The Employer will not take action against an employee based on the employee's off-duty conduct unless the employer can demonstrate that the employee's off-duty conduct is impairing the employee's on-the-job performance.

(B) That cooperation with the employees and their representative offers the best solution to ensuring workplace safety and job performance, while at the same time assisting those individuals suffering from drug and alcohol addiction.

(C) All aspects of this substance abuse program will be fully explained to all employees to whom it will apply to and any dispute evolving from this program will be subject to the grievance arbitration procedures. Employees covered by the Agreement will have the right to union representation through all stages of the procedures defined in this Article. However, in no event will the test be delayed by more than two (2) hours.

Section 2: The County may require any employee to submit to a blood and/or urine analysis when it has a reasonable belief that an employee is impaired in the performance of their duties because the employee is under the influence of alcohol, drugs or narcotics. To permit testing, the County must have reasonable

belief based upon the observations of two (2) or more supervisors, if possible, establishing reasonable belief to believe that an employee is impaired by illegal drugs or alcohol. The employee shall be provided, upon request, with a separate container for a portion of the sample which is collected.

Section 3: Random substance tests will be strictly prohibited except as provided in Section 5 and 7 below.

Section 4: All tests shall be conducted in a reputable hospital or laboratory selected by the County. The laboratory must follow guidelines for procedures and standards as established by Health & Human Services (HHS) and the National Institute of Drug Abuse (NIDA) at a minimum. There shall be a two step initial screening process run concurrently, i.e., consisting of TLD (Thin Layer Chromatography) and EMOT (Enzyme Multiplied Immunoassay Technique). The confirmation step of all samples testing positive during initial screening shall consist of a GC/MS (Gas Chromatography/Mass Spectrometry) test.

Section 5:

(A) At the conclusion of the drug and/or alcohol testing, the County may discipline an employee subject to the just cause standard of this Agreement. However, in the case of an employee who has not previously tested positive, and except in cases involving moderate or major property damage, personal injury or gross misconduct by the employee, the employee shall be permitted to enter a County approved chemical dependency program.

(B) Upon successful completion of rehabilitation (as determined by the County physician) the employee shall be returned to their regular duty assignment or the equivalent thereof. If follow-up care is prescribed after treatment, such may be imposed by the County as a condition of continued employment. Moreover, the parties agree that entry into such a chemical dependency program shall be deemed to constitute reasonable belief that the employee is under the influence

of or using drugs, narcotics, or alcohol, and that, accordingly, the employee may be subject to two testing procedures as outlined in Section 4 of this Article as required by management for a period not to exceed six (6) months from the date that the employee returns to duty. Should an employee refuse to submit to drug or alcohol testing in accordance with the provisions of this Section, to voluntarily enter a County approved chemical dependency program, to successfully complete or to otherwise comply with the requirements of such program, to comply with the requirements of any follow-up care, or should the employee test positive for drugs, narcotics or alcohol during the aforesaid six (6) month period, the employee shall be immediately dismissed.

Section 6: An employee's refusal to submit to drug or alcohol testing in accordance with the provisions of this Article may result in disciplinary action being taken against the employee up to and including dismissal subject to the just cause standard of this Agreement.

Section 7:

(A) An employee will be allowed to voluntarily enter a County approved chemical dependency program, assuming that the employee has had no history of substance influence or use. This does not preclude the County from taking any disciplinary action for any infraction other than the chemical dependency for which the employee is seeking assistance.

(B) Upon successful completion of rehabilitation (as determined by the County physician) the employee shall be returned to their regular duty assignment or the equivalent thereof. If follow-up care is prescribed after treatment, such may be imposed by the County as a condition of continued employment. Moreover, the parties agree that entry into such a chemical dependency program shall be deemed to constitute reasonable belief that the employee is under the influence of or using drugs, narcotics, or alcohol, and

that, accordingly, the employee may be subject to two testing procedures as outlined in Section 4 of this Article as required by management for a period not to exceed six (6) months from the date that the employee returns to duty. Should an employee refuse to submit to drug or alcohol testing in accordance with the provisions of this Section, to voluntarily enter a County approved chemical dependency program, to successfully complete or to otherwise comply with the requirements of such program, to comply with the requirements of any follow-up care, or should the employee test positive for drugs, narcotics or alcohol during the aforesaid six (6) month period, the employee shall be immediately dismissed.

(c) Two (2) years after treatment is completed, the records of such treatment and positive drug test results shall be retired to a closed medical record. The employee shall be given a fresh start with a clean administrative record and the retired records shall not be used against the employee in any proceeding.

Section 8: The Union, upon request, shall have the right to observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results only if the release of such information is authorized by the employee involved.

Section 9: NO WAIVER OF LEGAL RIGHTS: The Employer and the Union agree that this program shall not diminish the rights of individual employees under State and/or Federal laws relating to drug and/or alcohol testing.

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MEDICAL ARBITRATION

Should the County determine that any employee is physically or mentally unfit to perform the essential duties for which the employee was employed, the employee may, at their option, have a review of the case in the following manner:

A. The employee may employ a licensed physician of their own choosing and at their own expense for the purpose of conducting a further medical examination for the same or recommended purpose of the medical examination made by the physician employed by the County. A copy of the findings of the physician so chosen by the employee involved shall be furnished to the County, and in the event such findings verify the findings of the physician employed by the County, no further medical review of the case shall be afforded.

B. In the event the findings of the physician chosen by the employee involved shall disagree with the findings of the physician employed by the County, the County and the employee involved shall, within five (5) days from such disagreement agree upon and select a third (3rd) board certified specialist in the area for which the employee complains, who is a qualified, licensed and disinterested, physician for the purpose of making a further medical examination of the employee involved. If the third (3rd) physician agrees to make a further medical examination of the employee involved, the employee must secure an appointment with the third (3rd) physician within five (5) days of such acceptance. The third (3rd) physician shall have five (5) days from the date of the physician's medical examination of the employee involved to submit the physician's findings to the County, the employee, and/or the Union. The findings of the third (3rd) neutral physician, shall determine the disposition of the case

and be final and binding upon the parties hereto. The expense of the employment of such third (3rd) physician shall be borne equally by the County and the employee.

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TERM OF AGREEMENT

The provisions of this agreement are for the fiscal years 1999/2000, 2000/2001, and 2001/2002 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, 2002. 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.

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LETTERS OF UNDERSTANDING

The attached letters of understanding described below are part of the agreement and will continue in effect throughout the term of this Agreement:

- 1.) December 12, 1995 re: Chief Representative of the Federation
- 2.) January 18, 1996 re: Employees testifying on Behalf of a Grievant in an Arbitration
- 3.) June 19, 1996 re: Four (4) Day Work Week / Holidays
- 4.) September 15, 1999 re: Violence in the Workplace Policy / Labor Management Committee
- 5.) September 27, 1999 re: Classification Study for Senior Plans Examiners and Library Storekeeper Positions

SIGNATURE PAGE Back to Table of Contents

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives, as of this _____ day of _____, 19 _____.

FEDERATION OF PUBLIC EMPLOYEES
A DIVISION OF THE NATIONAL
FEDERATION OF PUBLIC AND PRIVATE
EMPLOYEES (AFL-CIO)

BROWARD COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

BY _____
President

BY _____
Commission Chairperson

BY _____
Co-Chief Negotiator

BY _____
County Administrator

BY _____
Co-Chief Negotiator

BY _____
Human Resources Director

BY _____
Negotiating Team Member

BY _____
Labor Relations Manager

BY _____
Negotiating Team Member

BY _____
Human Resources Analyst

BY _____
Negotiating Team Member