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Title: **Broward County Board of County Commissioners and Broward County Professional Unit, Government Supervisors Association of Florida (GSAF), Office and Professional Employees International Union (OPEIU), AFL-CIO, Local 100 (2002)**

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

AND

THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA
OPEIU, AFL-CIO, LOCAL 100
BROWARD COUNTY PROFESSIONAL UNIT

OCTOBER 1, 2002, TO SEPTEMBER 30, 2005

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PREAMBLE

It is the intention of this Agreement to provide for salaries, fringe benefits and other terms and conditions of employment of employees covered by this Agreement except as otherwise provided by Federal and State Constitution, State Statute, or County Charter. It is further the intention of this Agreement to prevent interruption of work and interference with the efficient operation of the County and to provide an orderly, prompt, peaceful, and equitable procedure for the resolution of grievances and the promotion of harmonious relations between the County and the Association.

ARTICLE 1 - RECOGNITION OF THE ASSOCIATION

The County recognizes the Government Supervisors Association of Florida, OPEIU, Local 100, ("Association") which has been certified, by the Florida Public Employee Relations Commission, Certification Number 1289, as the sole and exclusive representative of the employees within the Bargaining Unit, as described pursuant to PERC Case No. EL-2000-013, and as amended by mutual agreement of the parties for the purpose of collective bargaining with respect to wages, hours of employment, and other terms and conditions of employment. References to "Professional" in this Agreement will include all Bargaining Unit members.

INCLUDED: All full-time regular professional employees of the Broward County Board of County Commissioners in the classifications set forth in Appendix A.

EXCLUDED: All other employees including temporary, "will call" employees, supervisory employees with the level or position of section head, assistant directors and division and department directors, all employees presently represented by a certified bargaining representative, managerial and confidential employees as defined by Chapter 447, Part II, Florida Statutes, and supervisory professional and non-professional employees (as listed in attachment A and B to EL-2000-013.

Whenever the County establishes a new job classification which it believes is appropriately included within this Bargaining Unit, the County will advise the Union of the official class title and pay range. If the Union disagrees with the inclusion of the classification in the Bargaining Unit, that classification will not be included in the unit and their party may refer this issue to the Public Employees Relations Commission.

ARTICLE 2 - NON-DISCRIMINATION

It is agreed that there shall be no discrimination against any employee covered by this Agreement because of race, color, sex, creed, national origin, marital status, age, disability, sexual orientation, political affiliation or belief, religion or religious belief, membership in the Association, or engaging in any lawful Association activities, or lack of Association membership or activity.

ARTICLE 3 - MANAGEMENT RIGHTS

It is understood that the County has the right to operate County Government. In order to accomplish the mission of Broward 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 employees 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. hold employees of the Bargaining Unit to a high standard of conduct consistent with their positions as professionals and agents of the County;

G. determine unilaterally the purpose of the Divisions;

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

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

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

K. set standards of service to be provided to the public, including the right to subcontract.

The County has the right to formulate, change, or modify reasonable 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.

ARTICLE 4 - APPLICABILITY OF RULES

Except as otherwise provided in this Agreement, Chapter 14 of the Administrative Code (formerly referred to as the Civil Service Rules and Regulations), Administrative Orders and other Rules and Regulations of Broward County, as they currently exist or are amended or promulgated by the County Commission or Administrator, shall apply. Where Chapter 14 of the Administrative Code, Administrative Orders and other Rules and Regulations of Broward County conflict with the terms of this Agreement, this Agreement shall prevail.

ARTICLE 5 - DUES DEDUCTION

The County, where so authorized and directed in writing by an individual employee included in the Bargaining Unit on the Authorization and Deduction Form properly executed by the individual employee, will deduct that individual's Association membership dues. In the event a Bargaining Unit employee is demoted, as a result of disciplinary action, to a position outside of the Bargaining Unit and where the disciplinary demotion is being grieved as outlined in Article 6 (Grievance Procedure), deduction of membership dues may continue upon written notice from the employee to the County, which must be submitted within ten (10) calendar days of the date of the disciplinary demotion. However, if the demotion is upheld or the grievance is concluded, withdrawn, resolved or failed to proceed, and the demotion remains unchanged, the deduction will cease. Additionally, at any time during the grievance process or thereafter, the employee may request to cease the deduction of membership dues from his or her wages consistent with the provisions of this Article. Uniform assessments, defined as an across-the-board assessment levied uniformly on all Association members, will be deducted from the wages of employees as soon as possible following written authorization from the Association. The deductions are subject to the following terms and conditions:

A. The County shall deduct from employee wages on each and every pay period, the Association membership dues or defined uniform assessments.

B. The County shall not, under any circumstances, deduct from the employee's wages any fines, penalties or special assessments.

C. The Association shall indemnify and hold harmless the County including its agents and employees from any and all claims, demands, suits (including any and all court

costs), or expenses and costs in connection therewith based upon the County's participation in dues deductions or the deduction of uniform assessments.

D. It shall be the responsibility of the Association to notify the County in writing of any uniform assessments or changes in the dues structure at least thirty (30) days before said assessment or change is to take place.

E. Any Association member may request, upon thirty (30) days written notice to the Association and the County to cease deducting Association membership dues and/or uniform assessments from his or her wages. The County shall forward a copy of an Association member's request to cease deductions to the Association.

F. The County will have Association deduction checks made up and available to the Association within ten (10) working days after each pay day.

G. The County will provide three (3) check-off blocks (i.e., in addition to dues deductions) on its form which the Union may utilize for uniform assessments and/or voluntary deductions.

ARTICLE 6 - GRIEVANCE PROCEDURE

A. In a mutual effort to provide harmonious working relationships between the parties to this Agreement, it is agreed to and understood by both parties that the following shall be the sole procedure for the resolution of grievances arising between the parties as to the interpretation of and application of the provisions of this Agreement.

B. A "grievance" shall be defined as any dispute arising concerning the application or interpretation of this Agreement. A class grievance (general grievance) shall be defined as any dispute which concerns two or more employees within the bargaining unit. Class grievances shall be filed at Step 2 of the grievance process below within ten (10) calendar days of the occurrence or knowledge giving rise to the alleged grievance. In those grievances arising from discharge or suspension in excess of one (1) day the formal grievance procedure shall be initiated at Step 1 (Division Director).

C: In the event that an employee believes there is a basis for a grievance the aggrieved employee shall first discuss the alleged grievance with the immediate supervisor within ten (10) calendar days of the occurrence or knowledge giving rise to the alleged grievance.

D. Formal Grievances shall be processed in accordance with the following procedure:

STEP 1: If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the aggrieved employee and/or the Association may file a formal grievance on the form set forth in Appendix "B" signed by the aggrieved employee and/or a representative of the Association containing all

known facts supporting the alleged grievance and specifying which part of this Agreement is alleged to be violated with his/her Division Director within ten (10) calendar days after the informal discussion with the immediate supervisor or after the occurrence or knowledge giving rise to the alleged grievance, if no informal discussion is held. The Division Director shall respond in writing to the employee with a copy to the Association within ten (10) calendar days.

STEP 2: If the grievance has not been satisfactorily resolved in Step 1, the aggrieved employee and/or the Association may appeal the grievance by submitting a copy of the grievance on the grievance form contained in Appendix "B" to the appropriate Department Director within ten (10) calendar days after the Division Director's response is received or is due. The Department Director shall respond in writing to the employee with a copy to the Association within ten (10) calendar days.

STEP 3: If the grievance has not been satisfactorily resolved in Step 2, the aggrieved employee and/or the Association may appeal the grievance by submitting a copy of the grievance on the grievance form contained in Appendix "B" to the County Administrator or designee within ten (10) calendar days after the Department Director's response is received or is due. The County Administrator or designee shall respond in writing to the employee with a copy to the Association within fourteen (14) calendar days.

E. At any step in the grievance procedure, the individual charged with responding to the grievance, may elect to conduct a meeting to gather more information prior to

responding to the grievance. Employees may have a representative present, if requested by the employee, at any step of the Grievance Procedure. An Association representative may be present at a meeting scheduled with a grievant to resolve a grievance. If a meeting is conducted, the time frame to respond to the grievance shall begin from the date the meeting is completed.

F. The time limits provided in this Article shall be strictly observed, unless extended by written agreement of the parties. Failure by the employee or the Association to observe the time limits for submission of a grievance at any step will automatically result in the grievance being considered abandoned. Failure by the County to respond to a grievance within the prescribed time limits will allow the aggrieved employee to advance the grievance to the next step.

G. All responses required in Steps 1, 2, and 3 above shall be directed to the aggrieved employee with a copy furnished to the Association. In class grievances, the response will be directed to the Association.

H. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

I. 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 this Agreement.

J. Nothing in this Article shall require the Association to process grievances for employees who are not members of the Association.

K. Chapter 14 of the Administrative Code grievance procedure shall not be available to unit members for processing grievances arising under this Agreement. Further, grievances may be filed concerning subjects which apply to and only to the extent they apply to members of the bargaining unit.

L. A grieving employee may not partially accept and partially reject a disposition of his/her grievance. The employee must either accept or reject the disposition of his/her grievance, in its entirety. Thus, for example, if an employee grieves a termination, and is ordered reinstated without back pay at one of the steps of the grievance procedure, he/she may not accept the reinstatement and continue to grieve the loss of back pay, his/her only choices would be to accept the disposition of his/her grievance, or remain discharged and pursue the grievance further.

M. Employees serving an initial probationary period shall have no right to utilize this grievance/arbitration procedure for any matter concerning discharge or other discipline. Employees who have completed an initial probationary period and are serving a promotional probationary period shall have no right to utilize this grievance/arbitration procedure for any matter concerning the rejection of their promotional probationary period.

N. Separations due to reduction in force, complaints involving appeals from examination ratings, and classification decisions are not subject to review through this grievance procedure. Performance evaluations shall not be subject to the grievance procedure. However, allegations regarding a violation of established procedures governing performance evaluations shall meet the definition of a "grievance" as defined in this

procedure. Such performance evaluation grievances may not proceed to Arbitration as provided for in Article 7.

ARTICLE 7 - ARBITRATION

A. If the decision of the County Administrator or designee has not satisfactorily resolved the grievance, the grievance may be submitted to arbitration by the Association for the grievant or by a non-member when the Union declines to process the grievance on the basis of non-membership alone, by filing a Request for Arbitration Panel with the Federal Mediation and Conciliation Services within fifteen (15) working days after the rendering of the decision, or the expiration of the time limit for rendering the decision by the County Administrator or designee, whichever occurs first with a copy furnished simultaneously to the County. The arbitrator shall be selected from a list of seven (7) provided by the Federal Mediation and Conciliation Service (FMCS) by the method of alternate striking, unless the parties otherwise mutually agree to an arbitrator. The FMCS rules shall govern the arbitration proceedings.

B. The parties shall bear equally the expenses of the arbitrator. Each party shall bear the expense of its own witnesses, representatives, attorneys and all other individual expenses, including court reporting. Grievant(s) and employees testifying during working hours will be made available for the period of their testimony without loss of pay. Grievant(s) and employees will be called in such a fashion so as to limit their time away from work and not to disrupt the normal business of the department.

C. The Arbitrator shall render his decision no later than thirty (30) days after the conclusion of the final hearing unless otherwise agreed by the parties. Such decision shall be final and binding when in accordance with the jurisdictional authority under this Agreement. Copies of the award shall be furnished to both parties.

D. 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.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

A. Labor Management Committee meetings within each Department may be held in accordance with this Article to promote communications and cooperation between the Association and the County, to explore avenues to improve quality and efficiency and to seek objectives of mutual concern. Time off without loss of pay, as necessary, shall be granted to employees designated as Committee members for attendance at scheduled Labor Management Committee Meetings. Meetings under this Article shall be scheduled at the request of either party at a mutually agreeable time and location during normal working hours (Monday through Friday, 8:30 a.m. - 5:00 p.m.), unless otherwise agreed by the Committee. Employees shall not be compensated for off-duty attendance.

B. The composition of Departmental Labor Management Committees shall consist of one (1) employee member designated by the Association, the respective Departmental Association Representative and the Chief Association Representative and three (3) members designated by the County including a representative of the Human Resources Division. Resource people and subject matter experts may attend Committee meetings upon the mutual agreement of the Committee members.

C. The Labor Management Committee is not an employee organization under Florida Statute Chapter 447. The Committee shall not serve in a representative capacity nor as an extension of the collective bargaining process. Committee meetings are not a substitute for collective bargaining. However, the Committee is free to discuss any subject except any pending disciplinary actions, grievances or subjects of collective bargaining.

D. The Committee may make recommendations, however, it shall have no independent authority to implement or amend policies, rules, procedures or practices. Before any recommendations can be made by the Committee, the Committee must reach a consensus and reduce the recommendation to writing. Written Committee recommendations shall be submitted to the Director of Human Resources who will be responsible for reviewing the recommendation with the appropriate County authority.

ARTICLE 9 - ASSOCIATION REPRESENTATIVES

A. The County agrees to recognize eight (8) Bargaining Unit Employee Representatives including one (1) Chief Bargaining Unit Representative for the purpose of contract administration as set forth in this Article. These Employee Representatives shall be allowed to represent the Association throughout County government with no limit on departmental jurisdiction.

The County also agrees to recognize five (5) Alternate Representatives from different departments in which bargaining unit employees work for the exclusive representation within the department. In no event, shall more than two Employee Representatives or Alternates combined be from any one division of the County (excluding the Chief Bargaining Unit Representative).

B. The names of employees selected as Employee Representatives and Alternate Representatives shall be certified, in writing, to the County's Division of Human Resources and the appropriate Department Director by the Association.

C. It is agreed to and understood by the parties to this Agreement that Employee Association Representatives or Alternate Representatives may, without loss of pay, and with prior approval of their supervisor, attend pre-disciplinary meetings, grievance meetings, and labor - management committee meetings which arise from within the Representative's assigned Department. Only one Employee Representative or Alternate Representative will be present at any such meetings, with the exception of Labor Management Committee. Employee Representatives or their alternates may also participate in collective bargaining

negotiations. The supervisor's approval to attend any such meetings shall not be unreasonably withheld.

D. It is agreed to and understood by the Association that Association Representatives shall process grievances and conduct their other duties in such a manner as to not disrupt normal County activities, work production and services. The Employee Representatives or Alternate Representative should make conscientious and good faith effort to reasonably accommodate a request of their supervisor to modify specific time away from work needs to aid the Division or Department in accomplishment of its mission without due disruption.

E. Conducting Association business or distributing Association literature, shall not be done in work areas during work time. However, Association business may be conducted or literature may be distributed and/or posted on the bulletin board space provided herein during lunch periods.

F. Association Representatives, i.e., Non-employee Association Business Representatives, shall be certified, in writing, to the County Division of Human Resources by the Association. Non-Employee Association Business Representatives shall, upon arrival at a County Division or premises, report to the Division Director or the supervisor in charge. The Association agrees that activities by the Association Representatives shall be carried out in such a manner as not to disrupt normal Departmental activities, work production and services.

G. The County shall provide bulletin board space in each Division for the posting of Association notices and newsletters. All notices or newsletters of the Association that are to be posted must be submitted to the appropriate Division Director for approval.

H. The County, upon request of the Association, shall provide up to three (3) times per year, at no cost to the Association, up to two (2) computer generated Bargaining Unit membership rosters.

I. Within thirty (30) days of the complete execution of this Agreement, the County shall provide the Association with one copy of the final Agreement on a computer disk format as normally maintained by the County.

J. Employee Representatives will be precluded from representing employees from outside their Bargaining Unit.

ARTICLE 10 - DISCIPLINARY ACTION

A. Non-probationary, permanent employees may be disciplined only for just cause.

B. The County supports the utilization of a progressive disciplinary system, when applicable, which uses both informal and formal methods. Nothing herein precludes the County from taking severe formal disciplinary action including termination on the first offense based on the severity of the violation. Informal methods such as verbal and written counseling, warnings, and reprimands shall not be grievable. Formal disciplinary action, including formal written reprimands (BC102-111), suspension without pay, demotion for cause, or dismissal for cause, are appealable under the provision of Article 6 (Grievance Procedures). Only appeals of suspensions without pay, demotions, or dismissals may be arbitrated under the provisions of Article 7 (Arbitration).

C. Whenever the County believes that an employee has violated any rule, regulation, or policy, or is otherwise subject to disciplinary action, the County will conduct a pre-disciplinary meeting with the employee to discuss the possible violation. The employee shall have the right to representation in discussions during pre-disciplinary inquiries. If necessary the pre-disciplinary meeting will be delayed up to 48 hours in order for the employee to obtain a representative, if requested.

D. A pre-determination investigatory meeting shall be conducted by the manager responsible for making the disciplinary recommendation. Prior to any pre-disciplinary meetings and upon request of the employee or Association, the County shall provide to the employee and/or the Association all documentation in the County's possession and

reasonably known relating to the potential disciplinary matter. Nothing herein shall be construed to limit the County from raising additional information relating to the matter.

E. The County agrees to furnish the employee and the Association with a copy of any disciplinary action notification at the time the notice is issued. The notice of disciplinary action shall contain allegations of specific rules or regulations allegedly violated by the employee. The County agrees that notices of disciplinary action for which there have been no recurrences of the same nature in twenty-four (24) months, shall not be used to support more severe progressive disciplinary action. However, the notices remain a part of the employee's permanent employment history, consistent with Florida Statutes.

F. To the extent practicable, disciplinary meetings shall be scheduled during the employee's normal work hours and held in their work location when feasible.

G. The concerned Department/Division may grant, at its sole discretion, the request of an employee to forfeit accrued annual leave in lieu of serving a disciplinary suspension. Employees who are offered this option and accept, shall waive their right to file a grievance through the process described in Article 6.

ARTICLE 11 - WAGES

A. Fiscal Year 2002/2003

1. Effective October 1, 2002, all pay range minimum and maximum rates of pay will be adjusted upward three percent (3%) as reflected in Appendix "A1." This pay range adjustment does not adjust any individual employee's salary, unless the individual employee's salary is below the new minimum rate of the pay range, wherein the employee's salary will be brought to the new minimum. Such individual salary adjustment is provided in the next paragraph.

2. The County agrees to retain its current performance based evaluation program consistent with the Leadership Performance Review Program. For Fiscal Year 2002/2003, effective on their anniversary date, eligible bargaining unit employees with performance that meets or exceeds expectations will receive a three percent (3%) increase within range for Fiscal Year 2002/2003 (excluding any incentive pay supplements). Bargaining unit employees with performance that exceeds expectations will be eligible for bonus consideration, subject to budgetary restraints.

3. Those employees below the maximum of the pay range and limited to an increase of less than three percent (3%) to their base hourly pay due to the maximum of the pay range, shall receive a one-time cash gross lump sum amount equal to the difference between three percent (3%) and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar). Those employees receiving a full three percent (3%) increase to their base hourly rate will not be eligible for a lump sum payment. For those employees whose base hourly rate is at or above the maximum rate of their pay

range as of their anniversary date, 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 three percent (3%) of the employee's base hourly rate.

B. Fiscal Year 2003/2004

1. Effective October 1, 2003, all pay range minimum and maximum rates of pay will be adjusted upward four percent (4%) as reflected in Appendix "A2." This pay range adjustment does not adjust any individual employee's salary, unless the individual employee's salary is below the new minimum rate of the pay range, wherein the employee's salary will be brought to the new minimum. Such individual salary adjustment is provided in the next paragraph.

2. The County agrees to retain its current performance based evaluation program consistent with the Leadership Performance Review Program. For Fiscal Year 2003/2004, effective on their anniversary date, eligible bargaining unit employees with performance that meets or exceeds expectations will receive a four percent (4%) increase within range for Fiscal Year 2003/2004 (excluding any incentive pay supplements). Bargaining unit employees with performance that exceeds expectations will be eligible for bonus consideration, subject to budgetary restraints.

3. Those employees below the maximum of the pay range and limited to an increase of less than four percent (4%) to their base hourly pay due to the maximum of the pay range, shall receive a one-time cash gross lump sum amount equal to the difference between four percent (4%) and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar). Those employees receiving a full four

percent (4%) increase to their base hourly rate will not be eligible for a lump sum payment. For those employees whose base hourly rate is at or above the maximum rate of their pay range as of their anniversary date, 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 four percent (4%) of the employee's base hourly rate.

C. Fiscal Year 2004/2005

1. Effective October 1, 2004, all pay range minimum and maximum rates of pay will be adjusted upward four percent (4%) as reflected in Appendix "A3" This pay range adjustment does not adjust any individual employee's salary, unless the individual employee's salary is below the new minimum rate of the pay range, wherein the employee's salary will be brought to the new minimum. Such individual salary adjustment is provided in the next paragraph.

2. The County agrees to retain its current performance based evaluation program consistent with the Leadership Performance Review Program. For Fiscal Year 2004/2005, effective on their anniversary date, eligible bargaining unit employees with performance that meets or exceeds expectations will receive a four percent (4%) increase within range for Fiscal Year 2004/2005 (excluding any incentive pay supplements). Bargaining unit employees with performance that exceeds expectations will be eligible for bonus consideration, subject to budgetary restraints.

3. Those employees below the maximum of the pay range and limited to an increase of less than four percent (4%) to their base hourly pay due to the maximum of the pay range, shall receive a one-time cash gross lump sum amount equal to the difference

between four percent (4%) and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar). Those employees receiving a full four percent (4%) increase to their base hourly rate will not be eligible for a lump sum payment. For those employees whose base hourly rate is at or above the maximum rate of their pay range as of their anniversary date, 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 four percent (4%) of the employee's base hourly rate.

D. Bargaining Unit employees with performance that does not meet expectations will not be eligible to receive the annually determined percentage increase or consideration for bonuses. Such employees will be placed on a formal Performance Improvement Plan with a time duration of ninety (90) calendar days. At the conclusion of the Performance Improvement Plan time frame, employees will receive a special evaluation and those employees with performance that at least meets expectations will receive the annually determined percentage increase prospectively. Employees with continued performance that does not meet expectations at the end of the Performance Improvement Plan will not be eligible to receive the annually determined percentage increase prospectively, and will have their employment status reviewed, which could include separation of employment, demotion, or other action, consistent with the provisions of Article 10 (Disciplinary Action). Any such disciplinary action shall be grievable consistent with the provisions of Article 6 (Grievance Procedure).

E. Eligible Bargaining Unit members shall receive incentive pay supplements for receipt and maintenance of certain skill-based certificates and/or licenses in the same

manner as eligible employees under their supervision. To be eligible, Bargaining Unit members must be in the supervisory chain of command of employees eligible for incentive pay and the certification or license must be in addition to the established minimum qualification requirements of the Bargaining Unit position.

F. Eligible Bargaining Unit employees who are regularly and permanently assigned to work in the Waste Water Treatment facility (Copans and Powerline) and who supervise represented employees that receive an assignment pay for being regularly and permanently assigned to work in the Waste Water Treatment facility (Copans and Powerline), shall receive the assignment pay in the same manner as those eligible represented employees. A Bargaining Unit employee receiving this assignment pay who either: 1.) no longer supervises any represented employee receiving this assignment pay, or 2.) is no longer regularly and permanently assigned to work at the Waste Water Treatment facility, regardless of the cause, will lose the assignment pay described herein.

G. **Shift Differential**:

a. A five percent (5%) differential pay is provided to full-time, overtime eligible, Bargaining Unit members who are regularly assigned to a work schedule in which at least seven and one half (7½) hours of scheduled work time fall between the hours of 3:00 p.m. and 8:00 a.m. In addition, full-time, overtime eligible, Bargaining Unit members regularly assigned to a weekend shift who supervise represented employees receiving a weekend shift differential shall also receive a weekend shift differential in the same manner as eligible represented employees.

b. Psychiatric Nurses receive shift differential pay at the rate of $.50 per hour for working the 4:00 p.m. - 12:00 a.m. shift or $1.00 per hour for working the 12:00 a.m. - 8:00 a.m. shift, in lieu of the shift differential provided in Section 8a above.

H. **Salary Adjustment Authority** - The County Administrator has the authority to increase the salary of bargaining unit employees within the range of the employee's applicable salary range after the applicable agency advises the Association and offers an opportunity to "meet and confer" about the decision. In the event the Association disagrees with the Administrator's decision, the County may still implement the adjustment and such decision shall not be grievable.

ARTICLE 12 - PREVAILING BENEFITS

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, or 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 reasonable operational needs of the County, in which case the County and the Association shall negotiate over the impact of such changes.

ARTICLE 13 - HOURS OF WORK

A. The regularly scheduled work week for County employees, subject to the provisions of the FLSA (non-exempt), shall not exceed forty (40) hours in a seven (7) days period beginning each Sunday at 12:01 a.m. through the following Saturday at midnight, exclusive of scheduled unpaid lunch breaks. The County agrees to notify the Association 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 Association 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 his/her designee will review any proposed change(s) and the input of both the Association and the County regarding the proposed change(s). After such review, the County Administrator or his/her designee will approve or disapprove the proposed change(s).

B. Permanent shift assignments shall not be changed except after two (2)weeks notice and where feasible four (4)weeks notice to the affected employee(s) except in emergency situations. Where operationally feasible, the County shall make every effort to schedule consecutive days off.

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

ARTICLE 14 - PROBATIONARY PERIOD

Consistent with the provisions of Article 4 of this Agreement, the Probationary Period provisions of Chapter 14 of the Administrative Code shall apply to Bargaining Unit members except as otherwise provided in this Article.

A. The probationary period for all initial appointments to positions covered by this Agreement shall be one (1) year in duration subject to extension or rejection, in accordance with the Chapter 14 of the Administrative Code. This provision shall apply whether or not the selected candidate is a current County employee.

B. After completion of an initial probationary period, the probationary period for all appointments from one Bargaining Unit position to another shall be six (6) months in duration subject to extension or rejection, in accordance with the Chapter 14 of the Administrative Code.

ARTICLE 15 - INSURANCE BENEFITS

The County agrees to provide insurance programs for unit employees on the same terms and conditions available to other benefit eligible County employees including any required increase or decrease in employee premiums. The Association may appoint one representative to participate without loss of pay in the County's Benefits Advisory Committee and reserves the right to submit recommendations to the County's Division of Human Resources through the Committee in reference to insurance benefit plans for unit employees.

ARTICLE 16 - SENIORITY, LAYOFFS, RECALL, AND REEMPLOYMENT RIGHTS

A. **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 regular employee. Bargaining Unit Seniority will be used for the purposes of layoff and recall.

B. **Time-in-Class Seniority** is understood to mean an employee's most recent date of continuous employment in the employee's current classification so long as the employee has been carried for payroll purposes as a regular employee. Time-in-Class Seniority within the employee's work site will be used for scheduling vacations and overtime.

C. Bargaining Unit and Time-in-Class 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 by the full length of the leave. Leave of absence without pay or layoff, for periods less than thirty (30) days, shall not cause the Bargaining Unit or Time-in-Class Seniority to be adjusted.

D. Layoff is a separation initiated when management determines it is necessary to abolish a position due to lack of work, lack of funds, organizational change, or for other reasons not related to fault, delinquency, or misconduct, as determined by the County.

E. In the event it is necessary to reduce the work force, 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 Bargaining Unit Seniority in the same classification or in a lower classification in the same class series in his/her Division.

F. An employee who accepts a lower paid Bargaining Unit position in lieu of layoff shall retain his/her rate of pay unless it exceeds the highest rate for the new class in which case he/she shall be paid the maximum pay rate of the lower classification.

G. All employees shall receive at least a two (2) weeks notice of layoff, or, in lieu of notice, two (2) weeks pay at his or her regular rate of pay. The Association shall be furnished copies of all layoff notices at the same time as the laid-off employee receives notice.

H. 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 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 he/she filed with the Division of Human Resources. If the employee refuses to return to work in the classification for which he/she is recalled, or if there is no response within ten (10) working days after the notice is sent, such employee's recall rights under this Agreement are lost. Such employee would still be eligible for County employment but not on a preferential basis.

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

J. Laid-off employees who are recalled to County service within the eighteen (18) month recall period as provided for in Section H shall have the option to be credited with the full sick leave accrual held at the time of layoff. In order to be credited with the full sick leave accrual held at the time of the layoff, the laid off employee must reimburse ("buy back") their sick leave payout given at the time of layoff. Regardless of the employee's decision

concerning the "buy-back" of 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.

K. An employee covered by the collective bargaining agreement who leaves the Bargaining Unit as a result of promotion or due to reduction in force, demotion, voluntary demotion and returns to a Bargaining Unit position within six (6) month or the length of the probationary period of the higher class, whichever is greater, shall retain Bargaining Unit seniority accrued prior to the promotion. Such an employee returning to a Bargaining Unit position 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 was promoted. An employee who returns to a Bargaining Unit position more than six (6) months after leaving the Bargaining Unit or after the probationary period of a higher classification, whichever is greater, shall not be credited with any prior Bargaining Unit seniority and must commence a new seniority date.

ARTICLE 17 - PROMOTION POLICY

A. It shall be the policy of Broward County to encourage promotion from within, whenever feasible, consistent with qualified staffing and affirmative action goals. Employees who are interested in being promoted or changing divisions may file an "Applicant Interest Card" or other documentation as determined by Human Resources for those specific classifications in which an interest is expressed. After an employee files an "Applicant Interest Card" or other documentation as determined by Human Resources, Human Resources will notify the employee when the classification is announced. It shall be objective of the County to encourage promotion from within, free of political considerations, nepotism or other forms of unlawful favoritism or discrimination. Promotional appointments shall not be grievable except in cases where the grieving party(s) can substantiate that one of the above considerations resulted in such appointment . If the grieving party(s) pursues the grievance to arbitration and fails to prevail, the full expenses of the arbitrator shall be borne by the grieving party(s).

The amount of salary increase granted upon promotion shall be 7.5% within range or the minimum of the salary range for that new job classification, whichever is greater. However, the appointing authority shall have the ability to grant a promotional increase greater than 7.5% provided it is within the employee's new salary range.

B. There shall also be a probationary period served when an employee is promoted consistent with Article 14 (Probationary Period) of this Agreement. If an employee is removed during the probationary period following a promotion for failure to perform satisfactorily the duties of the higher position, he or she shall be returned to the position held

prior to the promotion or to a similar position. In cases where this occurs, the employee's rate of pay will revert to the pay rate the employee would have otherwise been entitled had the promotion not occurred. 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 his/her behalf relating to a management decision to return the employee to his/her former or substantially equivalent position during the promotional probationary period. 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 his/her probationary period.

ARTICLE 18 - SAFETY

A. **County Safety Review Board** - In accordance with Risk Management's Internal Control Handbook, the County shall have a Countywide Safety Review 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.

B. **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. The Committee will meet on a regular basis and Bargaining Unit committee members will suffer no loss of pay. All committee actions will be documented and the County Safety Coordinator shall receive a copy of such documentation.

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

C. **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 which positions receive safety shoes and his/her decision will be based on the recommendation of the Division Safety Committee representative and his/her 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 a pair of safety shoes up to $82.50 per year.

Such employees may purchase the shoes anywhere they wish so long as they meet OSHA standards and they submit a receipt for proof and amount of purchase. Employees in positions designated to receive safety shoes are obligated to report to work each day in safety shoes.

ARTICLE 19 - PERSONAL VEHICLE COMPENSATION

A. 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.

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

ARTICLE 20 - SEVERABILITY CLAUSE

If any provision 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 State or Federal 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.

ARTICLE 21 - ANNUAL LEAVE

Consistent with the provisions of Article 4 of this Agreement, the Annual Leave provisions of Chapter 14 of the Administrative Code shall apply to Bargaining Unit members except as otherwise provided in this Article.

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

B. Any leave request submitted other times of the year will be approved/disapproved with reference to the operational needs of the Division and the existing vacation schedule. The completed vacation schedule and changes will be available for the employee's information.

C. **Excess Annual Leave:** For the duration of this Agreement, and provided that Bargaining Unit employees are evaluated and compensated consistent with the Leadership Performance Review Program, Bargaining Unit employees who have an accrued annual leave balance in excess of 280 hours as of the end of the last pay period which begins in a calendar year shall have all hours beyond 280 cashed out provided the employee has used at least 80 hours of leave (Annual Leave and/or Job Basis leave) during the preceding calendar year. No annual leave hours in excess of 280 shall be carried over into the next year without the approval of the appoint authority.

D. **Annual Leave Cash-Out:** For the duration of this Agreement, and provided that Bargaining Unit employees are evaluated and compensated consistent with the Leadership Performance Review Program, Bargaining Unit employees have the option to cash-out accrued annual leave up to a maximum gross cash value of $4,000 once annually. Bargaining Unit employees opting to cash-out leave must have utilized at least 80 hours of leave (Annual Leave and/or Job Basis Leave) during the preceding 12 months and retain a balance of at least 40 hours of annual leave following the cash-out. Bargaining Unit employees are only eligible for the current Annual Leave Cash-out policy, and may not participate in either that Educational Expense and/or the Computer Purchase Annual Leave cash-out.

E. **Payment of Unused Leave** - When an employee is separated from County Service, he/she shall be paid for all accrued and unused annual leave.

ARTICLE 22 - HOLIDAYS

Consistent with the provisions of Article 4 of this Agreement, the Holiday provisions of Chapter 14 of the Administrative Code shall apply to Bargaining Unit members except as otherwise provided in this Article.

A. In the event that employees supervised by members of this Bargaining Unit observe a holiday by virtue of their collective bargaining agreement on a date other than that which is designated by the County Commission for the general employee population, the professional members of the GSA shall observe the holiday on the same date as the employees they supervise in lieu of the date designated by the County Commission.

B. An employee required to work on a holiday as described in Section A above may elect to have the applicable number of hours of holiday pay added to their annual leave bank in lieu of holiday pay.

C. Full-time Bargaining Unit members assigned to a four day per week work schedule generally work four 9 ½ hour days with a ½ hour time adjustment per day or portion of a day actually worked, for a total of forty (40) hours per week. Employees so assigned shall receive ten (10) hours of paid leave for each holiday and two (2) personal days of the employee's choice in the form of twenty (20) hours of annual leave.

ARTICLE 23 - SICK LEAVE

Consistent with the provisions of Article 4 of this Agreement, the Sick Leave provisions of Chapter 14 of the Administrative Code shall apply to Bargaining Unit members except as otherwise provided in this Article.

A. An employee shall be eligible after completion of the initial probationary period to earn eight (8) hours of time off with pay (bonus day) if regularly scheduled on a 5 day work week or 10 hours of time off with pay (bonus day) if regularly scheduled on a 4 day work week, for each 13 pay period time frame in which no sick leave is used. The 13 pay period time frame begins with the last instance of sick leave. The eight (8) or ten (10) hours of time (bonus day) shall be added to the employees annual leave bank after the 13th pay period of no sick time pay. Usage of this leave time shall be subject to the Annual Leave provisions of this Agreement. The County shall notify the employee in writing within three (3) weeks after the employee has earned a bonus day.

B. If an employee is temporarily unable to perform his/her regularly assigned duties as a result of illness or injury other than Worker's Compensation related, but is still able to perform some type of restricted work, the employee may at the County's option be assigned other work duties within the employee's physical capabilities for a period up to one hundred twenty (120) days of his/her recuperation at the sole discretion of the County and subject to the operational needs of the Department/Division. Employees who may be assigned to perform restricted work must provide a medical certificate from their physician stating their limitations and releasing the employee to perform the restricted work at the current rate of pay.

Such assignments are not an entitlement and, if granted, may be discontinued at any time at the sole discretion of the County.

C. Employees whose sick leave accrual balance exceeds 500 hours as of the end of the first 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 one (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 during 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 21 (Annual Leave) of this agreement.

ARTICLE 24 - BEREAVEMENT LEAVE

Consistent with the provisions of Article 4 of this Agreement, the Bereavement Leave provisions of Chapter 14 of the Administrative Code shall apply to Bargaining Unit members except that employees shall be entitled to three (3) shifts off to attend the funeral of an immediate family member within the state of Florida and five (5) shifts off to attend the funeral of an immediate family member outside the state of Florida.

Any absence in excess of these amounts shall be charged to annual leave. The employee's immediate family shall be defined as the employee's spouse, father, mother, son, daughter, brother, sister, step-parent, step-child, step-sister, step-brother, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, registered domestic partner, persons determined in loco parentis (in the place of the parent) by the Director of Human Resources, or any relative who is domiciled in the employee's household. Bereavement leave shall not be charged to annual or sick leave or to compensatory time.

A. The employee shall provide upon request of the department, division, or office director sufficient proof of a death in his/her family as defined above before compensation is approved and paid.

B. The granting of bereavement leave for relatives not listed above shall require the specific approval of the Director of Human Resources.

ARTICLE 25 - CIVIL LEAVE

Consistent with the provisions of Article 4 of this Agreement, the Civil Leave provisions of Chapter 14 of the Administrative Code shall apply to Bargaining Unit members except as otherwise provided in this Article.

An employee shall be granted Civil Leave with pay when performing jury duty, when subpoenaed to appear before any public body or commission on a job-related matter when performing emergency civilian duty in connection with national defense, or when serving as a volunteer firefighter in the employee's response area. An employee regularly scheduled to work the evening or midnight shift may receive Civil Leave, as described above, for their regularly scheduled shift when their court-ordered service occurs immediately before or after their scheduled shift. An employee subpoenaed in the line of duty to represent the County shall either be paid per diem or travel expenses by the County (and any fees received from the Court will be turned over to the County) or may retain witness fees and mileage received from the Court. Employees will be granted up to one hour off on election days when it is not feasible to vote before or after working hours.

ARTICLE 26 - MILITARY LEAVE

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

ARTICLE 27 - OVERTIME

The provisions of this Article apply only to those employees of the Bargaining Unit in job classifications subject to the overtime provisions of the Fair Labor Standards Act.

A. All hours authorized and worked in excess of forty (40) hours in a seven (7) days work period shall be compensated at the rate of one and one-half times the employee's straight time hourly rate of pay.

B. **Compensatory Time** - Compensatory hours may be substituted for overtime due to funding considerations at management's option with concurrence of the employee. Compensatory hours are earned at the same rate as overtime, consistent with Article 4 of this Agreement. Compensatory hours and overtime cannot be earned in the same workweek. Employees may also request substitution of compensatory hours for overtime pay, subject to the operational needs of the Division.

C. **Hours Counted as Hours Worked** - The following hours, *not actually worked*, shall count as hours worked for the sole purpose of computing eligibility for the overtime rate:

1. Holiday pay, as defined in Article 22, when the designated holiday is the employee's normally scheduled workday and the employee is given the day off in observance of the holiday.

2. Bereavement Leave hours as defined in Article 24.

3. Hours of paid Standby Duty Assignment as defined in Section I below when an employee has used authorized Sick or Annual Leave during the scheduled work week.

D. **Assignment of Prescheduled Overtime** - The County agrees to prepare a seniority list for each work site within a Department/Division. The purpose of such list is to

coordinate and fairly distribute prescheduled overtime. In the event that management determines it necessary to assign prescheduled overtime, the most senior qualified employee on the work site, who is in the needed classification and who normally performs the assignment or 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 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 performs the assignment or 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 they present an excuse acceptable to the employee's immediate supervisor. In such event, the above process shall apply to the next 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 personal arrangements.

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.

E. **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 outline in Section D above where, at the sole discretion of the County, sufficient time exists to allow compliance with the procedure. However, said procedure shall not 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.

F. When an employee is required to report to a County-approved physician for a medical examination as a condition of employment, continued employment, promotional employment, or to determine fitness for duty, such examination will take place during the employee's normal work schedule. If the examination cannot be scheduled during the employee's normal work schedule, the employee shall be compensated at straight time or overtime rate, whichever applies.

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

H. **Emergency Call Out**:

1. 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, they shall be paid for the actual time worked (at the overtime rate of pay, if applicable). In the context of emergency call-out only, actual time worked starts at the time of notice and ends when the employee would reasonably be expected to return home.

2. Any employee who is: (a) required to report to work within two (2) hours of his/her regularly scheduled starting time; (b) on duty and instructed and assigned to return to work; or (c) required to continue after completion of his/her scheduled shift; shall be ineligible for the call-out pay minimum described above, but eligible for compensation for the actual hours worked (at the overtime rate, if applicable).

l. **Standby**:

1. 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 determined and authorized by management requires an employee to be available for work due to an urgent situation during 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 their supervisor.

2. Employees assigned to standby duty by management are guaranteed two (2) hours standby duty pay at the straight-time base rate of pay for each regular work day of standby duty assigned and scheduled; and three (3) hours at the straight-time base rate for regularly scheduled days off.

3. Employees while on standby duty, when called to work will, in addition to the standby duty pay provided in paragraph "2" 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 he/she 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 he/she will forfeit the standby duty pay and may be subject to possible disciplinary measures.

4. Where operationally feasible, as determined by management, standby duty assignments will be made on a weekly basis.

J. **Emergency Working Conditions**:

Due to conditions beyond the control of the County, including but not limited to things such as hurricanes, windstorms and tornados, if the County Administrator declares an emergency and directs the closing of normal County operations, Bargaining Unit members shall be compensated as described below:

1. Any Bargaining Unit member regularly scheduled to work during the declared emergency who is ordered by the County not to report, or to go home prior to the completion of their shift will suffer no loss of pay. Any Bargaining Unit member 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.

2. Any Bargaining Unit member who is ordered, or assigned as a result of volunteering, by the County 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.

ARTICLE 28 - RE-OPENER CLAUSE

By mutual consent of the parties, this Agreement may be re-opened with thirty (30) days notice to discuss specific issues, which will be agreed upon mutually by both parties prior to commencement of negotiations.

If the parties are unable to agree upon an amendment to this Agreement, then the discussions shall cease and the parties will not utilize the Public Employee Relations Act (PERA) statutory impasse resolution procedure.

ARTICLE 29 - CONTINUING EDUCATION AND TRAINING

A. It shall be the responsibility of the Director of Human Resources to cooperate with the Division/Office Directors, Unit employees and others to foster and promote programs of training for County service and in-service training of employees for the purpose of improving the quality of personal service rendered to the public and of aiding employees to equip themselves for advancement in the County service. Division/Office Directors will make every effort to grant an employee's request to attend County sponsored training, based on the operational needs of the Division or Office.

B. To improve the quality of personal service rendered to the public and to aid employees in equipping themselves for advancement, any regular, full-time employee may request Educational Leave for the purpose of taking occupationally related courses or training. Requests for Educational Leave will be considered consistent with the Educational Leave procedures established by the County.

C. 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.

ARTICLE 30 - SUBCONTRACTING

Should the County enter into formal negotiations with a private entity, relative to the possible takeover by the private entity of work currently being performed by the Bargaining Unit members and which could result in the layoff or reassignment to another classification in lieu of layoff of Bargaining Unit members, the County will advise the Union of such negotiations, solicit the Union's input through a Labor Management Committee (including the possibility of internal competition regarding the future performance of the work by County employees), and shall give such input serious and good faith consideration. In no event, shall such input delay the County's pursuit of such services through the competitive bidding process. Nothing herein shall limit or restrict the County from its management rights as set forth in Article 3 (Management Rights) and permitted pursuant to State Statute.

ARTICLE 31 - JOB BASIS EMPLOYEES

A. The members of this Bargaining Unit and the County acknowledge the need for a job basis designation for employees exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). It is further mutually understood that members under this designation are not subject to the overtime provisions of this Agreement (Article 27).

B. Employees in a Bargaining Unit position exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) are considered salaried employees who are paid to perform the duties necessary to satisfy the requirements of their position with the County, regardless of the number of hours required to complete the job.

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

1. Current full-time employees in Job Basis eligible positions as of January 1 of a calendar year will have forty (40) hours available for use beginning in January of each year (Eligible part-time 20+ employees will have twenty (20) hours available for use).

2. Full-time employees hired into Job Basis eligible positions, or promoted from a non-Job Basis eligible position into a Job Basis eligible position, from January 1st through June 30th, will have forty (40) hours available for use following the effective date of employment or promotion (eligible part-time 20+ employees will have twenty (20) hours available).

3. Full-time employees hired into Job Basis eligible positions, or promoted from a non-Job Basis eligible position into a Job Basis eligible position, from July 1st through December 31st, will have twenty (20) hours available for use following the effective date of employment or promotion (eligible part-time 20+ employees will have ten (10) hours available).

D. Holiday Worked - FLSA exempt unit employees who are required to work a full day of any of the holidays recognized under Article 22 of this Agreement may be granted at the director's discretion another workday or time off with pay. However, in order to ensure compliance with FLSA guidance, any granting of such time off (less than one (1) full work day) shall not be on an hour for hour basis.

ARTICLE 32- TERM OF AGREEMENT

A. The provisions of this Agreement shall be effective for the fiscal years 2002/2003, 2003/2004, 2004/2005 upon ratification of the Unit membership and approval of the Board of County Commissioners for Broward County, Florida, except as otherwise specifically provided in this Agreement, and as provided for in Section B below, and shall continue in force through September 30, 2005. Thereafter, this Agreement shall remain in effect, except for any provisions which specifically expire or are date specific, until a successor agreement is approved by the Board of Broward County Commissioners.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement between the Board of County Commissioners, Broward County, Florida and Government Supervisors Association of Florida, OPEIU, AFL-CIO, Local 100, Broward County Professional Unit for 2002/2003, 2003/2004, 2004/2005 to be executed and signed by their duly authorized representatives, as of this _____ day of _____, 2003.

GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA OPEIU, AFL-CIO, LOCAL 100, BROWARD COUNTY PROFESSIONAL UNIT

By_____
President

By_____
Bargaining Team Member

By_____
Bargaining Team Member

By_____
Bargaining Team Member

By_____
Bargaining Team Member

By_____
Bargaining Team Member

BROWARD COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Mayor

By_____
County Administrator

By_____
Director of Human Resources

By_____
Labor Relations Manager