

ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT
RESULTING FROM REOPENER BETWEEN
BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA
AND
AMALGAMATED TRANSIT UNION, LOCAL 1591
BROWARD COUNTY WHITE COLLAR UNIT
EFFECTIVE FY 2020/2021, FY2021/2022 and FY2022/2023

This Addendum is entered into by and between Broward County and Amalgamated Transit Unit, Local 1591 White Collar Unit. Now, therefore, or good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Recitals

1. The parties have entered into a Collective Bargaining Agreement covering the period of October 1, 2020 through September 30, 2022 (the "CBA").
2. The parties desire to amend Article 28, Wages and Compensation for Fiscal Year 2021/2022.
3. The parties also desire to add an additional year to the CBA; and address Wages and Compensation for Fiscal Year 2022/2023 by amending Article 28 – Wages and Compensation.

ADDENDUM

1. Article 28 – Wages and Compensation is amended as follows:

ARTICLE 28 - WAGES AND COMPENSATION

Section 1, B. is replaced in its entirety as follows:

B. Fiscal Year 2021/2022:

1. Effective October 1, 2021, all pay range minimum and maximum rates of pay will be adjusted upward three percent (3%) 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.

2. For Fiscal Year 2021/2022, effective on the first full pay period in October of 2021 (October 3, 2021), eligible bargaining unit employees, who on their most recent annual performance review or other performance-based evaluation program received a rating of "Meets Overall Expectations" or "Exceeds Overall Expectations" will receive a four

percent (4.0%) base salary increase (within the salary range). Those current employees recently hired and who have yet to receive their annual performance review for their current position as of October 2, 2021, shall also receive the four percent (4.0%) base salary increase. To be eligible, employees must be employed in a Bargaining Unit position as of the effective date and be employed by the County as of October 2, 2021.

3. Eligible employees below the maximum of the pay range, and limited to an increase of less than four percent (4.0%) to their base hourly pay due to the maximum of the pay range, shall receive a one-time, gross lump sum amount equal to the difference between four percent (4.0%) and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar).

4. Eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 2, 2021, will not be eligible for a base hourly adjustment as provided in Section B.2. above. Those employees will receive a one-time, gross lump sum amount equal to four percent (4.0%) of the employee's base annual salary.

5. All current employees who on their most recent annual performance evaluation received a rating of "Does Not Meet Overall Expectations" will not be eligible to receive the annually determined percentage increase at this time. However, in accordance with County Policy, such employees should be placed on a formal Performance Improvement Plan with a time duration of ninety (90) days and receive a "Special Performance Evaluation". At the conclusion of the Performance Improvement Plan time frame, those employees with a performance rating that at least "Meets Overall Expectations" will receive the four percent (4.0%) base salary increase prospectively.

Section 1, C. is replaced in its entirety as follows:

C. Fiscal Year 2022/2023:

1. For Fiscal Year 2022/2023, effective on the first full pay period in October of 2022 (October 2, 2022), eligible bargaining unit employees, who on their most recent annual performance review or other performance-based evaluation program received a rating of "Meets Overall Expectations" or "Exceeds Overall Expectations" will receive a 2% base salary increase (within the salary range). Those current employees recently hired and who have yet to receive their annual performance review for their current position as of October 1, 2022, shall also receive the 2% base salary increase. To be eligible, employees must be employed in a Bargaining Unit position as of October 1, 2022.

2. Eligible employees below the maximum of the pay range, and limited to an increase of less than 2% to their base hourly pay due to the maximum of the pay range, shall receive a one-time, gross lump sum amount equal to the difference between 2% and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar).

3. Eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 1, 2022, will not be eligible for a base hourly adjustment as provided in Section C.1. above. Those employees will receive a one-time, gross lump sum amount equal to 2% of the employee's base annual salary.

4. All current employees who on their most recent annual performance evaluation received a rating of "Does Not Meet Overall Expectations" will not be eligible to receive the annually determined percentage increase at this time. However, in accordance with County Policy, such employees should be placed on a formal Performance Improvement Plan with a time duration of 90 days and receive a "Special Performance Evaluation". At the conclusion of the Performance Improvement Plan time frame, those employees with a performance rating that at least "Meets Overall Expectations" will receive the 2% base salary increase prospectively.

Section 1, D is created to read as follows:

D. Notwithstanding the above, in the event that the County agrees to a non-concessionary across the board, salary/wage increase greater than nine percent (9%) combined over Fiscal Years 2020/2021, 2021/2022, 2022/2023 with the Blue Collar Bargaining Agreement, Government Supervisors Association-Professional, and/or Government Supervisors Association-Supervisory Bargaining Units, and/or unrepresented employees, either party may request in writing its desire to meet to explore alternatives to the agreed upon salary/wage provisions of this Article. Any such request is an informal request that does not trigger the opening of the parties' Collective Bargaining Agreement or the impasse provisions of Chapter 447, Florida Statutes. Further, the request must be received within thirty (30) days of County approval of such salary decrease/increase.

2. Article 33, - Term of Agreement is replaced in its entirety as follows:

ARTICLE 33 – TERM OF AGREEMENT

The provisions of this agreement are for the Fiscal Years 2020/2021, 2021/2022, and 2022/2023 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, 2023. 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.

3. The recital clauses stated above are true and correct and are incorporated into this Addendum by reference. Appendix A2 is incorporated into and made a part of the CBA.

4. The actual amended language of the CBA reflecting the above-stated changes is attached hereto.

5. Except as expressly modified by this Addendum, all terms and conditions of the CBA remain in full force and effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives, as of this ____ day of _____, 2021.

FOR AMALGAMATED TRANSIT UNION,
LOCAL 1591

FOR BOARD OF BROWARD
COUNTY COMMISSIONERS

BY _____
PRESIDENT

BY _____
MAYOR

BY _____
VICE PRESIDENT

BY _____
COUNTY ADMINISTRATOR

BY _____
BARGAINING TEAM MEMBER

BY _____
HUMAN RESOURCES DIRECTOR

BY _____
BARGAINING TEAM MEMBER

BY _____
LABOR RELATIONS MANAGER

BY _____
BARGAINING TEAM MEMBER

ARTICLE 28

WAGES AND COMPENSATION

Section 1.

A. Fiscal Year 2020/2021:

1. For Fiscal Year 2020/2021, effective on the first full pay period in October of 2020 (October 4, 2020), eligible bargaining unit employees, who on their most recent annual performance review or other performance-based evaluation program received a rating of “Meets Overall Expectations” or “Exceeds Overall Expectations” will receive a three percent (3.0%) base salary increase (within the salary range). Those current employees recently hired and who have yet to receive their annual performance review for their current position as of October 3, 2020, shall also receive the three percent (3.0%) base salary increase. To be eligible, employees must be employed in a Bargaining Unit position as of the effective date and be employed by the County as of October 3, 2020.

2. Eligible employees below the maximum of the pay range, and limited to an increase of less than three percent (3.0%) to their base hourly pay due to the maximum of the pay range, shall receive a one-time, gross lump sum amount equal to the difference between three percent (3.0%) and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar).

3. Eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 3, 2020, will not be eligible for a base hourly adjustment as provided in Section A.1. above. Those employees will receive a one-time, gross lump sum amount equal to three percent (3.0%) of the employee’s base annual salary.

4. All current employees who on their most recent annual performance evaluation received a rating of “Does Not Meet Overall Expectations” will not be eligible to receive the annually determined percentage increase at this time. However, in accordance with County Policy, such employees should be placed on a formal Performance Improvement Plan with a time duration of ninety (90) days and receive a “Special Performance Evaluation”. At the conclusion of the Performance Improvement Plan time frame, those employees with a performance rating that at least “Meets Overall Expectations” will receive the three percent (3.0%) base salary increase prospectively.

B. Fiscal Year 2021/2022:

1. Effective October 1, 2021, all pay range minimum and maximum rates of pay will be adjusted upward three percent (3%) 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. For Fiscal Year 2021/2022, effective on the first full pay period in October of 2021 (October 3, 2021), eligible bargaining unit employees, who on their most recent annual performance review or other performance-based evaluation program received a rating of “Meets Overall Expectations” or “Exceeds Overall Expectations” will receive a four percent (4.0%) base salary increase (within the salary range). Those current employees recently hired and who have yet to receive their annual performance review for their current position as of October 2, 2021, shall also receive the four percent (4.0%) base salary increase. To be eligible, employees must be employed in a

Bargaining Unit position as of the effective date and be employed by the County as of October 2, 2021.

3. Eligible employees below the maximum of the pay range, and limited to an increase of less than four percent (4.0%) to their base hourly pay due to the maximum of the pay range, shall receive a one-time, gross lump sum amount equal to the difference between four percent (4.0%) and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar).

4. Eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 2, 2021, will not be eligible for a base hourly adjustment as provided in Section B.2. above. Those employees will receive a one-time, gross lump sum amount equal to four percent (4.0%) of the employee's base annual salary.

5. All current employees who on their most recent annual performance evaluation received a rating of "Does Not Meet Overall Expectations" will not be eligible to receive the annually determined percentage increase at this time. However, in accordance with County Policy, such employees should be placed on a formal Performance Improvement Plan with a time duration of ninety (90) days and receive a "Special Performance Evaluation". At the conclusion of the Performance Improvement Plan time frame, those employees with a performance rating that at least "Meets Overall Expectations" will receive the four percent (4.0%) base salary increase prospectively.

C. Fiscal Year 2022/2023:

1. For Fiscal Year 2022/2023, effective on the first full pay period in October of 2022 (October 2, 2022), eligible bargaining unit employees, who on their most recent annual performance review or other performance-based evaluation program received a rating of "Meets Overall Expectations" or "Exceeds Overall Expectations" will receive a 2% base

salary increase (within the salary range). Those current employees recently hired and who have yet to receive their annual performance review for their current position as of October 1, 2022, shall also receive the 2% base salary increase. To be eligible, employees must be employed in a Bargaining Unit position as of October 1, 2022.

2. Eligible employees below the maximum of the pay range, and limited to an increase of less than 2% to their base hourly pay due to the maximum of the pay range, shall receive a one-time, gross lump sum amount equal to the difference between 2% and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar).

3. Eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 1, 2022, will not be eligible for a base hourly adjustment as provided in Section C.1. above. Those employees will receive a one-time, gross lump sum amount equal to 2% of the employee's base annual salary.

4. All current employees who on their most recent annual performance evaluation received a rating of "Does Not Meet Overall Expectations" will not be eligible to receive the annually determined percentage increase at this time. However, in accordance with County Policy, such employees should be placed on a formal Performance Improvement Plan with a time duration of 90 days and receive a "Special Performance Evaluation". At the conclusion of the Performance Improvement Plan time frame, those employees with a performance rating that at least "Meets Overall Expectations" will receive the 2% base salary increase prospectively.

D. Notwithstanding the above, in the event that the County agrees to a non-concessionary across the board, salary/wage increase greater than nine percent (9%) combined over Fiscal Years 2020/2021, 2021/2022, 2022/2023 with the Blue Collar Bargaining Unit, Government Supervisors Association-Professional, and/or Government Supervisors Association-Supervisory Bargaining Units, and/or unrepresented employees, either party may request in writing its desire to meet to explore alternatives to the agreed upon salary/wage provisions of this Article. Any such request is an informal request that does not trigger the opening of the parties' Collective Bargaining Agreement or the impasse provisions of Chapter 447, Florida Statutes. Further, the request must be received within thirty (30) days of County approval of such salary decrease/increase.

E. Performance Excellence Award:

Employees in the bargaining unit are eligible to participate in the County Administrator's Performance Excellence Award Program.

F. Salary Adjustment Authority:

The County Administrator has the authority to increase the salary of the bargaining unit employees within the range of the employee's applicable salary range after the applicable agency advises the Union and offers an opportunity to "meet and confer" about the decision. In the event the Union disagrees with the Administrator's decision, the County may still implement the adjustment and such decision shall not be grievable. The County Administrator also has the authority to adjust the pay grades upward outside of the bargaining process based on a market review conducted by the County. Prior to implementing any pay grade adjustments, the Union will be advised and offered an opportunity to "meet and confer" about the decision. In the event the Union disagrees with

the Administrator's decision, the County may still implement the pay grade adjustment and such decision shall not be grievable.

Section 2: Assignment of an employee to work in excess of sixteen (16) consecutive hours, performing the substantial portion of the duties of a higher rate classification must be authorized in writing. When an employee is so authorized, and performs the duties of the higher rated classification for any period of time over sixteen (16) consecutive hours, that employee shall receive the compensation he or she would have received if promoted to the position for all hours beyond the initial (16). To be assigned to work in the higher classification, and be eligible for the higher rate of pay, the employee must meet at least the minimum qualifications, for the higher rated classification as set forth in the job specification for that classification. This Section does not preclude a supervisor from "verbally" assigning an employee for a period of less than sixteen hours, however, it is not intended that the County rotate different employees into an assignment to avoid compensating an employee for an out of classification assignment.

Section 3: In addition to the straight time base hourly rate, full-time employees will be paid a shift differential as follows:

\$.70/hr Second Shift and Weekend Shift

\$1.10/hr Third Shift

Permanent Part-time employees will receive the shift differential if they work four (4) or more hours on the second or third shift.

For employees whose regular shift begins between 4:00 a.m. and 5:59 a.m., the employees shall be paid the third shift differential rate of pay for actual hours worked between 4:00 a.m. and 5:59 a.m.

For employees whose regular shift begins between 10:00 a.m. and 11:59 a.m., the employees shall be paid the second shift differential rate of pay actual hours worked between 6:00 p.m. and 7:59 p.m. For purposes of this article, shifts shall be defined as:

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

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

Third 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 work one (1) or more hours into the next consecutively scheduled shift, shall be paid the shift differential for those hours worked in that additional consecutive shift. Further, employees required to report to work prior to the start of their regularly scheduled shift, in addition to working their regularly scheduled shift, shall not lose any shift differential they may have otherwise been entitled to under this section. Employees may request a shift change to a vacant position on another shift within their division by notifying the Division Director in writing and, where operationally feasible, seniority will be considered in reviewing such request. Employees who are regularly assigned to work on Saturday and/or Sunday shall receive an additional weekend pay differential described above for each hour worked on Saturday and/or Sunday. This will include those Library employees and others assigned to work a periodic Saturday and/or Sunday schedule. Employees who work on a Saturday and/or Sunday

who are not regularly assigned to such work will receive the appropriate overtime rate if applicable, or the weekend differential for such work, whichever is greater, but not both.

ARTICLE 33

TERM OF AGREEMENT

The provisions of this agreement are for the Fiscal Years 2020/2021, 2021/2022, and 2022/2023 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, 2023. 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.

APPENDIX A2
BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
MINIMUM AND MAXIMUM HOURLY RATES
EFFECTIVE OCTOBER 1, 2021

A Living Wage Ordinance has been adopted by the Broward by the Broward County Board of County Commissioners, which provides that part-time and full-time benefit eligible County employees (under the County pay plan) shall not be paid less than \$12.61 per hour effective January 1, 2021

Classification Title	Class Code	Unit	FLSA	Pay Grade	Hourly Min	Hourly Max	Annual Min	Annual Max
ACCOUNT CLERK	WA027	White Collar	N	108	\$16.4585	\$26.2677	\$34,233.68	\$54,636.82
ACCOUNTING SPECIALIST	WA013	White Collar	N	110	\$19.0195	\$30.3552	\$39,560.56	\$63,138.82
AUDIO-VIDEO PRODUCTION SPECIALIST	WA006	White Collar	N	111	\$20.4463	\$32.6323	\$42,528.30	\$67,875.18
BEHAVIORAL HEALTH SPECIALIST	WA014	White Collar	N	110	\$19.0195	\$30.3552	\$39,560.56	\$63,138.82
CAD TECHNICIAN	WA007	White Collar	N	112	\$21.9793	\$35.0796	\$45,716.94	\$72,965.57
CALL CENTER SPECIALIST	WA015	White Collar	N	110	\$19.0195	\$30.3552	\$39,560.56	\$63,138.82
CUSTOMER SERVICE REPRESENTATIVE	WA019	White Collar	N	109	\$17.6926	\$28.2378	\$36,800.61	\$58,734.62
DATA AIDE	WA031	White Collar	N	108	\$16.4585	\$26.2677	\$34,233.68	\$54,636.82
DATA ENTRY OPERATOR	WA020	White Collar	N	109	\$17.6926	\$28.2378	\$36,800.61	\$58,734.62
DRIVER	WA033	White Collar	N	106	\$14.2420	\$22.7303	\$29,623.36	\$47,279.02
ENGINEERING INSPECTOR	WA002	White Collar	N	113	\$23.6282	\$37.7105	\$49,146.66	\$78,437.84
ENGINEERING TECHNICIAN	WA008	White Collar	N	112	\$21.9793	\$35.0796	\$45,716.94	\$72,965.57
ENVIRONMENTAL LABORATORY TECHNICIAN	WA016	White Collar	N	110	\$19.0195	\$30.3552	\$39,560.56	\$63,138.82
GRAPHICS DESIGNER	WA009	White Collar	N	111	\$20.4463	\$32.6323	\$42,528.30	\$67,875.18
LIBRARY AIDE	WA034	White Collar	N	105	\$13.2485	\$21.1444	\$27,556.88	\$43,980.35
LIBRARY SPECIALIST	WA021	White Collar	N	109	\$17.6926	\$28.2378	\$36,800.61	\$58,734.62
LIBRARY SPECIALIST, SENIOR	WA036	White Collar	N	111	\$20.4463	\$32.6323	\$42,528.30	\$67,875.18
LICENSED PRACTICAL NURSE	WA003	White Collar	N	113	\$23.6282	\$37.7105	\$49,146.66	\$78,437.84
MEDICAL TRANSCRIBER	WA022	White Collar	N	109	\$17.6926	\$28.2378	\$36,800.61	\$58,734.62
MEDICAL-LEGAL INVESTIGATOR	WA004	White Collar	N	114	\$25.4002	\$40.5389	\$52,832.42	\$84,320.91
MENTAL HEALTH SPECIALIST	WA028	White Collar	N	108	\$16.4585	\$26.2677	\$34,233.68	\$54,636.82
OFFICE SUPPORT SPECIALIST	WA029	White Collar	N	109	\$17.6926	\$28.2378	\$36,800.61	\$58,734.62
PERMIT/LICENSING CUSTOMER SPECIALIST	WA017	White Collar	N	111	\$20.4463	\$32.6323	\$42,528.30	\$67,875.18
PROPERTY AGENT	WA001	White Collar	N	115	\$27.3049	\$43.5793	\$56,794.19	\$90,644.94
REAL-TIME REPORTER	WA005	White Collar	N	112	\$21.9793	\$35.0796	\$45,716.94	\$72,965.57
RECORDS MANAGEMENT TECHNICIAN	WA023	White Collar	N	109	\$17.6926	\$28.2378	\$36,800.61	\$58,734.62
RECORDS, TAXES AND TREASURY SPECIALIST	WA030	White Collar	N	108	\$16.4585	\$26.2677	\$34,233.68	\$54,636.82
RECORDS, TAXES AND TREASURY SPECIALIST, SENIOR	WA018	White Collar	N	110	\$19.0195	\$30.3552	\$39,560.56	\$63,138.82
RECREATION AIDE	WA035	White Collar	N	104	\$12.3237	\$19.6694	\$25,633.30	\$40,912.35

APPENDIX A2

**BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
MINIMUM AND MAXIMUM HOURLY RATES
EFFECTIVE OCTOBER 1, 2021**

A Living Wage Ordinance has been adopted by the Broward by the Broward County Board of County Commissioners, which provides that part-time and full-time benefit eligible County employees (under the County pay plan) shall not be paid less than \$12.61 per hour effective January 1, 2021

Classification Title	Class Code	Unit	FLSA	Pay Grade	Hourly Min	Hourly Max	Annual Min	Annual Max
RECREATION COORDINATOR	WA024	White Collar	N	109	\$17.6926	\$28.2378	\$36,800.61	\$58,734.62
SUBSTANCE ABUSE CASE WORKER	WA037	White Collar	N	112	\$21.9793	\$35.0796	\$45,716.94	\$72,965.57
SURVEY PARTY CHIEF	WA010	White Collar	N	111	\$20.4463	\$32.6323	\$42,528.30	\$67,875.18
SURVEY TECHNICIAN	WA032	White Collar	N	107	\$15.3101	\$24.4349	\$31,845.01	\$50,824.59
TAX APPEAL SPECIALIST	WA026	White Collar	N	109	\$17.6926	\$28.2378	\$36,800.61	\$58,734.62
USER SUPPORT TECHNICIAN	WA011	White Collar	N	111	\$20.4463	\$32.6323	\$42,528.30	\$67,875.18
VETERINARY TECHNICIAN	WA012	White Collar	N	111	\$20.4463	\$32.6323	\$42,528.30	\$67,875.18