

ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT
RESULTING FROM REOPENER BETWEEN
BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA
AND
FEDERATION OF PUBLIC EMPLOYEES (AFL-CIO)
BROWARD COUNTY SUPERVISORY UNIT
EFFECTIVE FY 2020/2021, 2021/2022, and 2022/2023

This Addendum is entered into by and between Broward County and Federation of Public Employees (AFL-CIO), Supervisory Unit. Now, therefore, of 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 14, Wages and Pay Plan for Fiscal Year 2021/2022.
3. The parties also desire to add an additional year to the CBA; and address Wages and Pay Plan for Fiscal Year 2022/2023 by amending Article 14 – Wages and Pay Plan.

ADDENDUM

1. Article 14 – Wages and Pay Plan is amended as follows:

ARTICLE 14 - WAGES AND PAY PLAN

Section 4, 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 4, 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 White 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 27, - Term of Agreement is replaced in its entirety as follows:

ARTICLE 27 – 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 Addendum to be executed and signed by their duly authorized representatives, as of this _____ day of _____, 2021.

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|---|---|
| FEDERATION OF PUBLIC EMPLOYEES A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO) | BROWARD COUNTY BY ITS BOARD OF COUNTY COMMISSIONERS: |
| BY: _____ PRESIDENT | BY: _____ MAYOR |
| BY: _____ BUSINESS REPRESENTATIVE | BY: _____ COUNTY ADMINISTRATOR |
| BY: _____ BARGAINING TEAM MEMBER | BY: _____ HUMAN RESOURCES DIRECTOR |
| BY: _____ BARGAINING TEAM MEMBER | BY: _____ LABOR RELATIONS MANAGER |
| BY: _____ BARGAINING TEAM MEMBER | BY: _____ HUMAN RESOURCES GENERALIST |

ARTICLE 14

WAGES AND PAY PLANS

Section 4.

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 White 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.

Section 5

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

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

- 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.

Section 6.

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

Section 7.

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

ARTICLE 27
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 Commissione

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 |
|-----------------------------|-------------------|------------------|-------------|------------------|-------------------|-------------------|-------------------|-------------------|
| ACCOUNTANT | QA003 | Port Supervisory | E | 116 | \$29.3530 | \$46.8478 | \$61,054.24 | \$97,443.42 |
| ACCOUNTANT SENIOR | QA001 | Port Supervisory | E | 117 | \$31.5548 | \$50.3610 | \$65,633.98 | \$104,750.88 |
| ASSISTANT HARBORMASTER | QA002 | Port Supervisory | N | 116 | \$29.3530 | \$46.8478 | \$61,054.24 | \$97,443.42 |
| SKILLED TRADES SUPERVISOR | QA004 | Port Supervisory | N | 115 | \$27.3049 | \$43.5793 | \$56,794.19 | \$90,644.94 |
| SURVEY PARTY CHIEF | QA005 | Port Supervisory | N | 111 | \$20.4463 | \$32.6323 | \$42,528.30 | \$67,875.18 |