Summary of Agreement Provision between Broward County and Federation of Public Employees (AFL-CIO), Non-Supervisory Unit

For Fiscal Year 2021/2022 and Fiscal Year 2022/2023

Contract Addendum for Fiscal Year 2021/2022 and Fiscal Year 2022/2023

<u>ARTICLE 14 - WAGES AND PAY PLAN</u>

New Section 4, B.

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.

New Section C.

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 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.

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.

Except as expressly modified by this Tentative Agreement all terms and conditions of the CBA remain in full force and effect.