

ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT
RESULTING FROM REOPENER BETWEEN
BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA
AND
GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA,
SUPERVISORY UNIT
EFFECTIVE FY 2020/2021, FY2021/2022 and FY2022/2023

This Addendum is entered into by and between Broward County and Government Supervisors Association of Florida, Supervisory Unit. Now, therefore, of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledges, 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 11, Wages for Fiscal Year 2021/2022.
3. The parties also desire to add an additional year to the CBA; and address Article 11, Wages for Fiscal Year 2022/2023 by amending Article 11, Wages.

ADDENDUM

1. Article 11 – Wages is amended as follows:

Article 11 – Wages

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 "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.

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 White Collar Bargaining Unit, Blue Collar Bargaining Unit, and/or Government Supervisors Association-Professional Bargaining Unit, 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.

1. The recital clauses stated above are true and correct and are incorporated into this Addendum by reference. Appendix A1 is incorporated into and made a part of the CBA.

2. The actual amended language of the CBA reflecting the above-stated changes is attached hereto.
3. 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 between the Board of County Commissioners, Broward County, Florida and Government Supervisors Association of Florida, OPEIU, AFL-CIO, Local 100, Broward County Supervisory Unit for Fiscal Year 2020/2021, 2021/2022, and 2022/2023 to be executed and signed by their duly authorized representatives, as of this ____ day of _____, 2021.

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

BROWARD COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
President

By _____
Mayor

By _____
Bargaining Team Member

By _____
County Administrator

By _____
Bargaining Team Member

By _____
Director of Human Resources

By _____
Bargaining Team Member

By _____
Labor Relations Manager

By _____
Bargaining Team Member

By _____
Bargaining Team Member

By _____
Bargaining Team Member

By _____
Bargaining Team Member

ARTICLE 11 – WAGES

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 Unit, Blue Collar Bargaining unit, Government Supervisors Association-Professional Bargaining Unit, 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. 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.

F. Shift Differential: 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.

G. 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. 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

Association will be advised and offered 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 pay grade adjustment and such decision shall not be grievable.

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

Class Code	Classification Title	FLSA	Pay Grade	Hourly Min	Hourly Max	Annual Min	Annual Max
XA029	ACCOUNTING SPECIALIST SUPERVISOR	N	112	\$21.9793	\$35.0796	\$45,716.94	\$72,965.57
XA004	AIRPORT OPERATIONS SUPERVISOR	E	117	\$31.5548	\$50.3610	\$65,633.98	\$104,750.88
XA016	ANIMAL CARE SUPERVISOR	N	114	\$25.4002	\$40.5389	\$52,832.42	\$84,320.91
XA007	AUDIO VIDEO BROADCAST SPECIALIST	E	116	\$29.3530	\$46.8478	\$61,054.24	\$97,443.42
XA011	BRIDGE MAINTENANCE SUPERVISOR	N	115	\$27.3049	\$43.5793	\$56,794.19	\$90,644.94
XA008	BUILDING MANAGER	E	116	\$29.3530	\$46.8478	\$61,054.24	\$97,443.42
XA030	CALL CENTER SUPERVISOR	E	114	\$25.4002	\$40.5389	\$52,832.42	\$84,320.91
XA002	CHIEF BUILDING CODE INSPECTOR	E	118	\$33.9211	\$54.1380	\$70,555.89	\$112,607.04
XA009	CHIEF TREATMENT PLANT OPERATOR	N	116	\$29.3530	\$46.8478	\$61,054.24	\$97,443.42
XA012	CODE ENFORCEMENT SUPERVISOR	N	116	\$29.3530	\$46.8478	\$61,054.24	\$97,443.42
XA040	CONCESSION SUPERVISOR	N	108	\$16.4585	\$26.2677	\$34,233.68	\$54,636.82
XA038	COURIER SUPERVISOR	N	109	\$17.6926	\$28.2378	\$36,800.61	\$58,734.62
XA035	CUSTODIAL SERVICES SUPERVISOR	N	110	\$19.0195	\$30.3552	\$39,560.56	\$63,138.82
XA031	CUSTOMER SERVICE SUPERVISOR	N	112	\$21.9793	\$35.0796	\$45,716.94	\$72,965.57
XA001	ELEVATOR SECTION SUPERVISOR	E	120	\$39.2002	\$62.5636	\$81,536.42	\$130,132.29
XA013	ENGINEERING INSPECTOR, SENIOR	N	115	\$27.3049	\$43.5793	\$56,794.19	\$90,644.94
XA043	FORENSIC TECHNICIAN SUPERVISOR	N	115	\$27.3049	\$43.5793	\$56,794.19	\$90,644.94
XA036	MAINTENANCE CREW SUPERVISOR	N	110	\$19.0195	\$30.3552	\$39,560.56	\$63,138.82
XA041	MAINTENANCE MANAGER	E	116	\$29.3530	\$46.8478	\$61,054.24	\$97,443.42
XA032	MAINTENANCE SCHEDULER	N	113	\$23.6282	\$37.7105	\$49,146.66	\$78,437.84
XA014	MEDICAL LEGAL INVESTIGATOR SUPERVISOR	N	115	\$27.3049	\$43.5793	\$56,794.19	\$90,644.94

APPENDIX A1

**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

Class Code	Classification Title	FLSA	Pay Grade	Hourly Min	Hourly Max	Annual Min	Annual Max
XA020	MEDICAL RECORDS SUPERVISOR	N	113	\$23.6282	\$37.7105	\$49,146.66	\$78,437.84
XA017	PARKS MANAGER, ASSOCIATE	E	115	\$27.3049	\$43.5793	\$56,794.19	\$90,644.94
XA033	PARKS SUPERVISOR	E	113	\$23.6282	\$37.7105	\$49,146.66	\$78,437.84
XA018	PRINT SHOP MANAGER	E	117	\$31.5548	\$50.3610	\$65,633.98	\$104,750.88
XA039	RANGE MASTER	N	109	\$17.6926	\$28.2378	\$36,800.61	\$58,734.62
XA021	RECORDS, TAXES AND TREASURY SUPERVISOR	E	114	\$25.4002	\$40.5389	\$52,832.42	\$84,320.91
XA034	SECURITY GUARD SUPERVISOR	N	112	\$21.9793	\$35.0796	\$45,716.94	\$72,965.57
XA022	SIGN SHOP SUPERVISOR	N	113	\$23.6282	\$37.7105	\$49,146.66	\$78,437.84
XA015	SKILLED TRADES SUPERVISOR	N	115	\$27.3049	\$43.5793	\$56,794.19	\$90,644.94
XA037	SOLID WASTE COMPLIANCE AGENT	N	110	\$19.0195	\$30.3552	\$39,560.56	\$63,138.82
XA005	STREETS MAINTENANCE SUPERINTENDENT	E	119	\$36.4654	\$58.1985	\$75,848.03	\$121,052.88
XA023	TAX APPEALS SUPERVISOR	E	113	\$23.6282	\$37.7105	\$49,146.66	\$78,437.84
XA042	TRAFFIC CONTROL SUPERVISOR	E	115	\$27.3049	\$43.5793	\$56,794.19	\$90,644.94
XA010	TRAFFIC SIGNALS SUPERVISOR	E	117	\$31.5548	\$50.3610	\$65,633.98	\$104,750.88
XA006	TRAFFIC SIGNS SUPERINTENDENT	E	117	\$31.5548	\$50.3610	\$65,633.98	\$104,750.88
XA025	TRANSIT SCHEDULER	N	113	\$23.6282	\$37.7105	\$49,146.66	\$78,437.84
XA019	TRANSIT SUPERVISOR	N	114	\$25.4002	\$40.5389	\$52,832.42	\$84,320.91
XA024	TRANSPORTATION INSTRUCTOR	N	115	\$27.3049	\$43.5793	\$56,794.19	\$90,644.94
XA026	TREATMENT PLANT OPERATOR, ASSISTANT CHIEF	N	114	\$25.4002	\$40.5389	\$52,832.42	\$84,320.91
XA003	UTILITIES CHIEF INSPECTOR	E	118	\$33.9211	\$54.1380	\$70,555.89	\$112,607.04
XA028	WAREHOUSE SUPERVISOR	N	113	\$23.6282	\$37.7105	\$49,146.66	\$78,437.84