# ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA

FEDERATION OF PUBLIC EMPLOYEES (PORT SUPERVISORY UNIT), AFL-CIO EFFECTIVE FY 2024/2025, FY2025/2026 and FY2026/2027

AND

This Addendum is entered into by and between Broward County and the Port Supervisory Unit (collectively, the "parties"). Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## <u>Recitals</u>

- 1. The parties entered into a Collective Bargaining Agreement covering the period of October 1, 2024, through September 30, 2026 (the "CBA").
- 2. The parties desire to amend Article 14, Wages and Pay Plan for Fiscal Year 2025/2026.
- 3. The parties also desire to add an additional year to the CBA; and address Wages and Compensation for Fiscal Year 2026/2027 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 2025/2026**

1. For Fiscal Year 2025/2026, effective on the first full pay period in October of 2025 (October 12, 2025), 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 two percent (2.0%) 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 11, 2025, shall also receive the two percent (2.0%) 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 11, 2025.

- 2. Eligible employees below the maximum of the pay range, and limited to an increase of less than two percent (2.0%) 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 two percent (2.0%) 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 11, 2025, will not be eligible for a base hourly adjustment as provided in Section B.1. above. Those employees will receive a one-time, gross lump sum amount equal to two percent (2.0%) of the employee's base annual salary.
- 4. For Fiscal Year 2025/2026, effective on the first full pay period in October of 2025 (October 12, 2025), 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 \$2,000 added to their base annual salary (within the salary range). Eligible employees below the maximum of the pay range and limited to an increase of less than \$2,000 to their base annual pay due to the maximum of the pay range, shall receive a one-time, gross lump sum amount equal to the difference between \$2,000 and the increase received (such gross lump sum payments shall be rounded to the nearest dollar). Eligible employees whose base annual rate is at or above the maximum rate of their pay range as of October 12, 2025, will not be eligible for a base \$2,000 adjustment as provided above. Those employees will receive a one-time, gross lump sum amount equal to \$2,000.
- 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 increases as detailed above 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 two percent (2.0%) and the \$2,000 base salary increase prospectively.

Section 4, C. is replaced in its entirety as follows:

## C. Fiscal Year 2026/2027:

1. For Fiscal Year 2026/2027, effective on the first full pay period in October of 2026 (October 11, 2026), 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 two percent (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 10, 2026, shall also receive the two percent (2%) base salary increase. To be eligible, employees must be employed in a Bargaining Unit position as of October 10, 2026.

- 2. Eligible employees below the maximum of the pay range, and limited to an increase of less than two percent (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 two percent (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 10, 2026, 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 two percent (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 increases as detailed above 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 two percent (2.0%) base salary increase prospectively.

Section 4, D. is amended 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 seven percent (7%) combined over Fiscal Years 2024/2025, 2025/2026, 2026/2027 with the White Collar Bargaining Unit, Blue Collar Bargaining Unit, Port Non-Supervisory Bargaining Unit, Government Supervisors Association-Professional, and/or Government Supervisors Association-Supervisory Bargaining Units, AFSCME, Local 2200 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 42 - Term of Agreement is replaced in its entirety as follows:

#### **ARTICLE 42 – TERM OF AGREEMENT**

The provisions of this agreement are for the Fiscal Years 2024/2025, 2025/2026, and 2026/2027 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, 2027. 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.
- 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 h	nereto have caused this Agreement between
the Board of County Commissioners, Brow	ard County, Florida and the Federation of
Public Employees, Port Supervisory Unit	for Fiscal Year 2024/2025, 2025/2026,
and 2026/2027 to be executed and signed	by their duly authorized representatives, as
of this, 2025.	
FEDERATION OF PUBLIC EMPLOYEES PORT SUPERVISORY	BROWARD COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS
ByPresident	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 14**

## **WAGES AND PAY PLAN**

## Section 1.

The County and the Federation recognize and agree that the wage and pay plan provided in Appendix A-1, shall constitute the official pay plan governing all persons employed in classifications included in this bargaining unit.

## Section 2.

When an employee is promoted to a position assigned to a higher grade, the amount of the salary increase granted upon promotion shall be seven and one half percent (7.5%) within range or the minimum of the salary range for that new job classification, whichever is greater. However, an employee may receive a promotional increase greater than seven and one half percent (7.5%) consistent with the County's compensation methodology, not to exceed the maximum of the pay grade.

#### Section 3.

When an employee is demoted to a position assigned to a lower grade, the amount of the salary decrease granted upon demotion shall be the greater of: the minimum of the new pay range or seven and one half percent (7.5%) less than the employee's current pay rate, not to exceed the maximum of the new class.

#### Section 4.

#### A. Fiscal Year 2024/2025:

- 1. Effective 10/13/2024, minimum and maximums of the pay ranges will be extended by 3%.
  - 2. For Fiscal Year 2024/2025, effective on the first full pay period in October of 2024

(October 13, 2024), 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 3% 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 12, 2024, shall also receive the 3% base salary increase. To be eligible, employees must be employed in a Bargaining Unit position as of October 12, 2024.

- 3. Eligible employees below the maximum of the pay range and limited to an increase of less than 3% 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 3% 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 12, 2024, will not be eligible for a base hourly adjustment as provided in Section A.2. above. Those employees will receive a one-time, gross lump sum amount equal to 3% of the employee's base annual salary.
- 5. For Fiscal Year 2024/2025, effective on the first full pay period in October of 2024 (October 13, 2024), 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 \$2,600 added to their base annual salary (within the salary range). Eligible employees below the maximum of the pay range and limited to an increase of less than \$2,600 to their base annual pay due to the maximum of the pay range, shall receive a one-time, gross lump sum amount equal to the difference between \$2,600 and the increase received (such gross lump sum

payments shall be rounded to the nearest dollar).

6. 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 3% and the \$2,600 base salary increases prospectively.

#### B. Fiscal Year 2025/2026:

- 1. For Fiscal Year 2025/2026, effective on the first full pay period in October of 2025 (October 12, 2025), 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 11, 2025, shall also receive the 2% 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 11, 2025.
- 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 11, 2025, will not be eligible for a base hourly adjustment as provided in Section B.1. above. Those employees will receive a one-time, gross lump sum amount equal to two percent (2%) of the employee's base annual salary.
- 4. For Fiscal Year 2025/2026, effective on the first full pay period in October of 2025 (October 12, 2025), 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 \$2,000 added to their base annual salary (within the salary range). Eligible employees below the maximum of the pay range and limited to an increase of less than \$2,000 to their base annual pay due to the maximum of the pay range, shall receive a one-time, gross lump sum amount equal to the difference between \$2,000 and the increase received (such gross lump sum payments shall be rounded to the nearest dollar). Eligible employees whose base annual rate is at or above the maximum rate of their pay range as of October 11, 2025, will not be eligible for a base \$2,000 adjustment as provided above. Those employees will receive a one-time, gross lump sum amount equal to \$2,000.
- 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 increases as detailed above 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 two percent (2.0%) and the \$2,000 base salary increase prospectively.

#### C. Fiscal Year 2026/2027:

- 1. For Fiscal Year 2026/2027, effective on the first full pay period in October of 2026 (October 11, 2026), 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 two percent (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 10, 2026, shall also receive the two percent (2%) base salary increase. To be eligible, employees must be employed in a Bargaining Unit position as of October 10, 2026.
- 2. Eligible employees below the maximum of the pay range, and limited to an increase of less than two percent (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 two percent (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 10, 2026, 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 two percent (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 FY 24/25, FY 25/26, FY 26/27

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increases as detailed above 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 two percent (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 seven percent (7%) combined over Fiscal Years 2024/2025, 2025/2026, 2026/2027, with the White Collar Bargaining Unit, Blue Collar Bargaining Unit, Port Non-Supervisory Bargaining Unit, Government Supervisors Association-Professional, and/or Government Supervisors Association-Supervisory Bargaining Units, AFSCME, Local 2200 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.

## 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 Federation and offers an opportunity to meet and confer about the decision. In the event the Federation disagrees with the Administrator's decision, the County may still implement the increase 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 a review conducted by the County. Prior to implementing any pay grade adjustments, the Federation will be advised and offered an opportunity to "meet and confer" about the decision. In the event the Federation 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 42**

## TERM OF AGREEMENT

The provisions of this agreement are for the Fiscal Years 2024/2025, 2025/2026, and 2026/2027 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, 2027. 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.