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 2025/2026

This Addendum is entered into by and between Broward County and Government Supervisors Association of Florida, Supervisory Unit (collectively, the "parties"). For good and valuable consideration, the parties hereto agree and acknowledge as follows:

Recitals

- 1. The parties entered into a Collective Bargaining Agreement covering the period of October 1, 2024 through September 30, 2026 (the "CBA"). Under the CBA, for Fiscal Year 2025/2026, the parties have the right to reopen Article 11, Wages, in addition to any three (3) other articles. The parties agreed to reopen Articles 5, 23, and 30, in addition to agreeing to three Letters of Understanding.
- 2. As a result of the reopening, the parties desire to amend Article 11 Wages for Fiscal Year 2025/2026.
- 3. The parties also desire to add an additional year to the CBA; and address Wages for Fiscal Year 2026/2027 by amending Article 11 Wages.

<u>ADDENDUM</u>

1. Article 11 – Wages is amended as follows:

ARTICLE 11 – WAGES

Section 1, 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%) 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%) 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%) 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 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. 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%) base salary increase prospectively.

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

C. <u>Fiscal Year 2026/2027</u>

- 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 the effective date and be employed by the County 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 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. 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%) base salary increase prospectively.

Section 1, D is replaced in its entirety 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 GSAF Professional Agreement, White Collar Bargaining Agreement, Blue Collar Bargaining Agreement, 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.

The remaining provisions in Article 11 are re-lettered as follows:

- E. <u>Incentive Pay Supplements:</u> 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. <u>Shift Differential</u>: 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. <u>Salary Adjustment Authority</u>: 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.
- 3. Article 5 Dues Deduction is replaced in its entirety as follows:

ARTICLE 5 - RESERVED

4. As a result of the reopening, the following sections in these Articles shall be amended as follows:

ARTICLE 23 – SICK LEAVE

D. Employees who are approved to utilize their sick leave under their Family Medical Leave Act (FMLA) entitlement, including sick leave usage for worker's compensation instances, shall not have that FMLA designated sick leave counted as an occurrence for purposes of the sick leave policy nor shall use of that designated sick leave disqualify an employee from being awarded a "bonus day" pursuant to Section A of this Article.

ARTICLE 30 – PARENTAL LEAVE

The Parental Leave policy for unrepresented employees will apply to bargaining unit members under the same terms and conditions as it applies to unrepresented employees.

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

<u>ARTICLE 33 – TERM OF AGREEMENT</u>

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.

Letters of Understanding

Added Letter of Understanding to implement a salary adjustment for Transit Supervisors and Transit Maintenance Skilled Trades Supervisors to address compaction concerns with subordinate employees resulting from the "thereafter step" adjustments.

Added Letter of Understanding to meet and confer with the Union to discuss requests for the review of Education, Certificate, and Licenses for the Compensable Factor Form for unit employees on a case-by-case basis.

Added Letter of Understanding to allow the Union to request the Onboard Broward Orientation schedule and unit employee contact information for the purpose of arranging a time and location for new hires to voluntarily meet with the Union and obtain membership information.

- 5. The actual amended language of the CBA reflecting the above-stated changes is attached hereto.
- 6. Except as expressly modified by this Addendum, all terms and conditions of the CBA remain in full force and effect.

SIGNATURE PAGE

IN WITNESS WHERE	OF, the parties h	nereto h	ave caused this Agreement between
the Board of County Commiss	sioners, Broward	County,	Florida and Government Supervisors
Association of Florida, OPEIL	J, AFL-CIO, Loca	al 100,	Broward County Supervisory Unit for
Fiscal Year 2024/2025, 2025/	/2026 and 2026/2	2027 to	be executed and signed by their duly
authorized representatives, as	s of this da	ay of	, 2027.
GOVERNMENT SUPERVISO ASSOCIATION OF FLORIDA OPEIU, AFL-CIO, LOCAL 100 BROWARD COUNTY SUPER UNIT	Λ 0,	BROV BOAR	VARD COUNTY, FLORIDA ED OF COUNTY COMMISSIONERS
By President		Ву	Mayor
By Bargaining Team Mem	nber	Ву	County Administrator
By Bargaining Team Mem	uber	Ву	Director of Human Resources
By Bargaining Team Mem	uber	Ву	Labor Relations Manager
By Bargaining Team Mem	uber	Ву	Bargaining Team Member
ByBargaining Team Mem	uber	Ву	Bargaining Team Member

ARTICLE 5 - RESERVED

ARTICLE 11 – WAGES

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 the effective date and be employed by the County 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). Eligible employees whose base annual rate is at or above the maximum rate of their pay range as of October 12, 2024, will not be eligible for a base \$2,600 adjustment as provided above. Those employees will receive a one-time, gross lump sum amount equal to \$2,600.

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. <u>Fiscal Year 2025/2026</u>

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%) 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%) 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%) 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 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. 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%) base salary increase prospectively.

C. <u>Fiscal Year 2025/2026</u>

- 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 the effective date and be employed by the County 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 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. 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%) 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 GSAF Professional Agreement, White Collar Bargaining Agreement, Blue Collar Bargaining Agreement, 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. <u>Incentive Pay Supplements:</u> 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. <u>Salary Adjustment Authority</u>: 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 23 - SICK LEAVE

Consistent with the provisions of Article 4 of this Agreement, the Sick Leave provisions of Chapter 14 of the Administrative Code shall apply to Bargaining Unit members except as otherwise provided in this Article.

A. An employee shall be eligible after completion of the initial probationary period to earn eight (8) hours of time off with pay (bonus day) if regularly scheduled on a 5 day work week or 10 hours of time off with pay (bonus day) if regularly scheduled on a 4 day work week, for each 13 pay period time frame in which no sick leave is used. The 13 pay period time frame begins with the last instance of sick leave. The eight (8) or ten (10) hours of time (bonus day) shall be added to the employees annual leave bank after the 13th pay period of no sick time pay. Usage of this leave time shall be subject to the Annual Leave provisions of this Agreement. The County shall notify the employee in writing within three (3) weeks after the employee has earned a bonus day.

B. If an employee is temporarily unable to perform his/her regularly assigned duties as a result of illness or injury other than Worker's Compensation related, but is still able to perform some type of restricted work, the employee may at the County's option be assigned other work duties within the employee's physical capabilities for a period up to one hundred twenty (120) days of his/her recuperation at the sole discretion of the County and subject to the operational needs of the Department/Division. Employees who may be assigned to perform restricted work must provide a medical certificate from their physician stating their limitations and releasing the employee to perform the restricted work at the current rate of pay. Such assignments are not an entitlement and, if granted, may be discontinued at any time at the sole discretion of the County.

C. Employees whose sick leave accrual balance exceeds 500 hours as of the end of the first pay period in November of a given year are eligible to participate in the Sick Leave Conversion Plan. Only those hours beyond 500 total hours of accrued sick leave are eligible for conversion. Accrued sick leave hours considered eligible for conversion may be converted to Annual Leave at a ratio of two (2) sick leave hours to one (1) annual leave hour for accrued sick leave hours up to 960 total hours or one (1) sick leave hour to one (1) annual leave hour for accrued sick leave hours beyond 960 total hours for a maximum of forty (40) hours annual leave. The converted hours shall be credited to the employee's annual leave bank during January of the following calendar year.

Employees interested in converting sick leave subject to the conditions of this section must follow the procedures as provided by the Division of Human Resources.

Usage of sick leave converted to annual leave is subject to the provisions of Article 21 (Annual Leave) of this agreement.

D. Employees who are approved to utilize their sick leave under their Family Medical Leave Act (FMLA) entitlement, including sick leave usage for worker's compensation instances, shall not have that FMLA designated sick leave counted as an occurrence for purposes of the sick leave monitoring policy nor shall use of that designated sick leave disqualify an employee from being awarded a "bonus day" pursuant to Section A of this Article.

ARTICLE 30 – PARENTAL LEAVE

The Parental Leave policy for unrepresented employees will apply to bargaining unit members under the same terms and conditions as it applies to unrepresented employees.