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)
BLUE COLLAR
EFFECTIVE FY 2011/2012

This Addendum is entered into by and between Broward County and the Federation of Public Employees (AFO-CIO) Blue Collar Unit. For good and valuable consideration, the parties hereto agree and acknowledge as follows:

1. The parties entered into a Collective Bargaining Agreement covering the period of October 1, 2010 through September 30, 2012 (the “CBA”). Under the CBA, the parties have the right to reopen Article 5, Wages and Compensation, in addition to any two (2) other articles. The parties agreed to reopen Article 5.

2. As a result of the reopening, Article 5 – Wages and Compensation, Section B shall be modified as follows effective October 1, 2011:

   1. All pay range minimums and maximum rates of pay will remain the same, as reflected in Appendix "A1".

   2. Employees covered by this agreement shall not receive an across the board wage increase for FY 2011/2012.

   3. In the event that the Board approves a Collective Bargaining Agreement that includes an across-the-board, non-concessionary, wage increase or lump sum amount in the FY 2011/2012, either party may notify the other in writing of its intent to meet and discuss Article 5 of this Agreement. Any such notice must be received with thirty (30) calendar days of the Board approval of the other agreement.

3. The two letters of understanding attached hereto shall be considered part of the CBA. Notwithstanding that the letters may be signed, these letters shall be of no force or effect unless this Addendum is signed by all of the representatives of each party shown below.

Description of Letter 1: June 29, 2011 - Letter of Understanding documenting the mutual understanding and agreement between the County and the Federation of Public Employees regarding the furlough program for the Blue Collar Unit employees. As part of this agreement, the parties agree that the Blue Collar Unit employees shall not be required to observe furlough days for FY 2011/2012. Furthermore, Blue Collar Unit
employees shall be paid for each of the two remaining furlough days for FY 2010/2011 (July 1, 2011 and September 2, 2011).

Description of Letter 2: June 29, 2011 - Letter of Understanding documenting the mutual understanding and agreement between the County and the Federation of Public Employees regarding health insurance premiums for calendar year 2012.

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.
ARTICLE 5
WAGES AND COMPENSATION

Section 1.
A. Fiscal Year 2010/2011

1. Effective October 1, 2010, all pay range minimums and maximum rates of pay will remain the same, as reflected in Appendix “A1”.

2. Employees covered by this agreement shall not receive an across the board wage increase for fiscal year 2010/11.

3. In the event that the County agrees to a salary/wage decrease, or salary/wage increase with any other County bargaining unit 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 opening of the parties’ Collective Bargaining Agreement or the impasse provision of Chapter 447, Florida Statutes. Further, the request must be received within thirty (30) days of County approval of such salary decrease/increase.

B. Fiscal Year 2011/2012

1. Effective October 1, 2011, all pay range minimums and maximum rates of pay will remain the same, as reflected in Appendix “A1”.

2. Employees represented by this agreement shall not receive an across the board wage increase for fiscal year 2011/12.

3. In the event that the County agrees to a salary/wage decrease, or salary/wage increase with any other County bargaining unit 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 opening of the parties’ Collective Bargaining Agreement or the impasse provision of Chapter 447, Florida Statutes. Further, the request must be received within thirty (30) days of County approval of such salary decrease/increase.
Section 2.

A. When an employee is authorized and performs the duties of any higher rated position for any period of time over forty (40) consecutive hours, that employee shall receive the compensation that employee would receive had the employee been permanently or temporarily promoted to the position for all hours beyond the initial forty (40). To be eligible for the higher rate of pay, the employee must be qualified and be replacing an absent employee or be assigned to fill a higher rated position in which a vacancy exists.

B. It is understood and agreed upon that should the County temporarily assign an employee to perform duties in a lower classification, the employee shall be compensated at the employee's normal rate of pay.

Section 3. The County agrees to pay Plant Operator II's, Class Code B7332, who provide documentation of an advanced certificate, a five percent (5%) pay differential for each certificate designated as "B" and/or "A". In no event will an Operator receive more than a total of a ten percent (10%) pay differential. Any cost involved in acquiring any certificate by an employee shall not be paid by the County. The intent of this article is not to doubly compensate an employee with a double "B" or a double "A" certificate.

Section 4.

A. The employees in the following job classifications may be eligible for certification differential pay outlined in this section:

1) Automotive Mechanic III
2) Automotive Mechanic II
3) Automotive Mechanic I
4) Fleet Service Attendant
5) Fleet Service Supervisor
6) Automotive Electrical Technician I
7) Automotive Electrical Technician II
8) Automotive Electrical Technician III
9) Automotive Body Repair Specialist

B. Eligible employees who provide documentation of successful completion of an Automotive Service Excellence (ASE) Certification Test sponsored by the National Institute for Automotive Service Excellence or the National Association of Emergency
Vehicle Technicians (NAEVT), will receive an annual two hundred ($200) dollar pay differential per current (ASE) certification or NAEVT certification to be reflected in their annual hourly rate pro-rated for the remainder of the fiscal year. Such increase will be effective upon receipt and confirmation of documentation of certification by the appropriate Division Director or designee.

C. Eligibility for certification differential pay shall be based upon the job relatedness of the specific certification to the individual employee's current job assignments as determined by the Division Director. The number of ASE certifications for which an employee may receive certification differential pay will be limited to a total of twenty four (24) from the following ASE and NAEVT areas of competence:

1. Engine Performance
2. Heating and Air Conditioning
3. Electrical Systems
4. Brakes
5. Suspension and Steering
6. Manual Drive train and Axle
7. Automatic Transmission/Transaxle
8. Engine Repair
9. Gasoline Engines (Heavy Duty Trucks)
10. Diesel Engines (Heavy Duty Trucks)
11. Drive train (Heavy Duty Trucks)
12. Brakes (Heavy Duty Trucks)
13. Suspension and Steering (Heavy Duty Trucks)
14. Electrical Systems (Heavy Duty Trucks)
15. Painting and Refinishing
16. Heating and Air Conditioning (Heavy Duty Trucks)
17. Preventive Maintenance (Heavy Duty Trucks)
18. Nonstructural Analysis and Damage Repair
19. Structural Analysis and Repairs
20. Fire Apparatus Electrical Systems (EVT)
21. Fire Apparatus and Design Performance (EVT)
22. Ambulance Electrical Systems (EVT)
23. Ambulance Design and Performance (EVT)
24. Fire Pumps and Accessories (EVT)

D. Should an employee fail to recertify, and provide documentation of recertification, certification differential pay shall automatically cease.
Section 5.

Effective April 1, 1990, employees in the job classification of Building Code Inspector (class code # B5422) shall be eligible to receive assignment pay in an amount equivalent to an additional five percent (5%) above base salary. In order to be eligible to receive this pay, the following conditions must be met:

1. Employee must be qualified to perform Plan Review and hold a valid Plans Examiner card issued by the Board of Rules and Appeals.

2. This assignment will be offered to qualified employees selected by the Director.

3. (a) These responsibilities may be offered on a trial basis not to exceed three (3) months. During this time, the employee will be trained in Plan Review duties and responsibilities.

   (b) When the employee is qualified in the opinion of the Director or their designee, and the employee agrees to accept, and is assigned in writing, the new duties and responsibility the employee will be issued a Plan Examiner's card from the Board of Rules and Appeals and will receive the assignment pay.

   (c) No Code Inspector, who is NOT being trained for the above assignment or who does not have a valid Plan Examiner card, will be ordered or instructed to perform Plan Review.

4. The number of employees assigned to perform plan review shall be at the discretion of the Director or their designee.

5. It is understood that assignment pay is not a vested right of the employee. Removal of assignment pay due to lack of work or organizational change will be governed by seniority. Removal of assignment pay for any other reason will be within the discretion of the Director.

6. Should a Code Inspector be removed from inspecting responsibilities, and be temporarily assigned to perform the full duties of a Plans Examiner, the employee will continue to be assigned their vehicle. When the employee becomes eligible to receive out of classification pay as described in Section 2-A of this Article, the employee will lose the assignment pay described herein.
7. The parties understand that if the County restructures the Plans Examiner and Building Inspector classification series, the provisions of this agreement shall be superseded if that restructuring accomplishes the same objectives as this agreement.

Section 6.

1. On or before December 31, 1999, the County shall implement a five percent (5%) assignment pay for employees in the following job classifications when regularly and permanently assigned to work in the Waste Water Treatment facility (Copans and Powerline):

   Electrician II
   Electronics Technician I, II, & III
   Equipment Operator II & III
   Maintenance Worker II
   Plant Operator I & II
   Utilities Mechanic I & II
   Welder

2. The parties understand that this provision does not apply to employees who may periodically or infrequently work at the Waste Water Treatment Plant. Should an employee receiving this assignment pay, who is no longer assigned to permanently work at the Waste Water Treatment Plant, regardless of the cause, will lose the assignment pay described herein.

Section 7.

On or before December 31, 1999, the County agrees to pay employees in the below stated job classifications, who provide documentation of an advanced certificate specific to the employees job duties, a five percent (5%) pay differential for a certificate designated as a “Mechanical Journey Level/Certificate of Competency”, issued by Broward County’s Building Code Service Division or “State License” for security guards. In no event will an employee receive more than a total of five percent (5%) pay differential. Any cost involved in acquiring any certificate by an employee shall not be paid by the County. The intent of this article is not to doubly compensate an employee with a double certificate.

1) Carpenter I
2) Carpenter II
3) Electrician I
4) Electrician II
Section 8. Labor Management Committee

1. Labor Management Committee meetings within each Department may be held in accordance with this Article to promote communications and cooperation between the Federation and the County, to explore avenues to improve quality and efficiency and to seek objectives of mutual concern. Labor Management Committee meetings must be scheduled through the Human Resources Director and/or designee. Time off without loss of pay, as necessary, shall be granted to employees designated as Committee members for attendance at scheduled Labor Management Committee Meetings. Meetings under this Article shall be scheduled at the written request of either party at a mutually agreeable time and location during normal working hours (Monday through Friday, 8:30 a.m. - 5:00 p.m.), unless otherwise agreed by the Committee. Employees shall not be compensated for off-duty attendance.

2. The composition of Departmental Labor Management Committees shall consist of one (1) employee member designated by the Federation, the respective Departmental Federation Representative and the Chief Federation Representative and three (3) members designated by the County including a representative of the Human Resources Division. Resource people and subject matter experts may attend Committee meetings upon the mutual agreement of the Committee members.

3. The Labor Management Committee is not an employee organization under Florida Statute Chapter 447. The Committee shall not serve in a representative capacity nor as an extension of the collective bargaining process. Committee meetings are not a substitute for collective bargaining. However, the Committee is free to discuss any subject except any pending disciplinary actions, grievances or subjects of collective bargaining.
4. The Committee may make recommendations, however, it shall have no independent authority to implement or amend policies, rules, procedures or practices. Before any recommendations can be made by the Committee, the Committee must reach a consensus and reduce the recommendation to writing. Written Committee recommendations shall be submitted to the Director of Human Resources who will be responsible for reviewing the recommendation with the appropriate County authority.

Section 9. 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.
ARTICLE 27

LETTERS OF UNDERSTANDING

The attached letters of understanding described below are part of the agreement and will continue in effect throughout the term of this Agreement:

1.) January 18, 1996  re: Employees testifying on Behalf of a Grievant in an Arbitration

2.) September 15, 1999  re: Violence in the Workplace Policy/Labor Management Committee

3.) October 31, 2000  re: Exemption from Civil Service – Impact Bargaining

4.) July 23, 2001  re: Elevator Inspectors – Plan Review Assignment Pay

5.) November 7, 2001  re: Drop/Bonus Days/ Benefits on Leave of Absence

6.) March 5, 2009  re: Establishment of a Labor Management Committee to Review Waste Water Assignment Pay Program

7.) October 26, 2010  re: Labor Management Committee to review salary survey results for selected individual job classifications or an identified job classification series for FY10/11 and 11/12.

8.) October 26, 2010  re: Provide the Union the opportunity to present to the County cost savings realized from contract provisions and/or process improvements to offset unpaid furlough days for FY 10/11.

9.) October 26, 2010  re: Labor Management Committee to review alternatives to the Wastewater Assignment Pay for FY 11/12.

10.) October 26, 2010  re: Furloughs for FY10/11

12.) June 29, 2011    re: Health Insurance Premiums for Calendar Year 2012
June 24, 2011

Daniel D. Reynolds, President
Federation of Public Employees
1700 N.W. 66 Avenue
Suite 100-B
Plantation, FL 33317

RE: Letter of Understanding – Remaining Furloughs for FY2010/11 and Furloughs for FY 2011/12

Dear Mr. Reynolds:

The purpose of this letter is to document our mutual understanding of an agreement between Broward County and the Federation of Public Employees, regarding the furlough program for Blue Collar employees.

As part of the tentative Addendum from the re-opener provisions in the current Collective Bargaining Agreement approved by the Board of County Commissioners on February 8, 2011, for FY 2011/12, the parties have agreed that the Blue Collar employees shall not be required to observe any furlough days for FY 2011/12.

Furthermore, we agree that if the Addendum to the Collective Bargaining Agreement referencing this letter is properly ratified and approved by the Board of County Commissioners, Blue Collar Unit employees shall be paid for each of the two remaining furlough days for FY 2010/11, which are currently scheduled for July 1, 2011 and September 2, 2011. In no event shall such full-time employees serve less than 24 unpaid furlough day hours and 12 hours for regular part-time employees for FY 2010/11.

Should the content of this letter accurately reflect our mutual understanding, please indicate your concurrence by signing below and returning to my attention.

Sincerely,

Kevin B. Kelleher, Director
Human Resources Division

Daniel D. Reynolds, President
Federation of Public Employees

KBK/ps
c: Linda Lewis, Business Representative, Federation of Public Employees
Allen Wilson, Labor Relations Manager, Human Resources Division
Sharon Woods, Compensation and Records Manager, Human Resources Division
June 29, 2011

Daniel D. Reynolds, President
Federation of Public Employees
1700 N.W. 66 Avenue
Suite 100-B
Plantation, FL 33317

RE: Letter of Understanding – Health Insurance Premiums for calendar year 2012

Dear Mr. Reynolds:

The purpose of this letter is to document our mutual understanding of an agreement between Broward County and the Federation of Public Employees regarding the current health insurance premiums for calendar year 2012. While the existing collective bargaining agreement expires September 30, 2012, this letter addresses premiums through December 31, 2012 because the County’s health insurance plan is based on calendar years.

As part of the tentative agreement from the reopener provisions in the current Collective Bargaining Agreement approved on February 8, 2011, the parties have agreed that members of the Federation of Public Employees, Blue Collar Unit, shall be held harmless from any increases to health insurance premiums for calendar year 2012, subject to ratification by the union members and approval by the Board of County Commissioners. Furthermore, it is understood that the County is currently out for bid for health insurance services for the existing health plan and while it is not the County’s intent to do so, the County reserves the right to change or modify such plan (coverage, co-pays, etc.), and the hold-harmless provision shall not apply to any such changes or modifications.

Should the content of this letter accurately reflect our mutual understanding, please indicate your concurrence by signing below and returning to my attention.

Sincerely,

KBK/ps

C: Linda Lewis, Business Representative, Federation of Public Employees
    Allen Wilson, Labor Relations Manager, Human Resources Division
    Lisa Morrison, Assistant Employee Benefits Manager, Human Resources Division