

ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA
AND
THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
(AFSCME), AFL-CIO, LOCAL 2200
EFFECTIVE FY 2022/2023, FY2023/2024 and FY2024/2025

This Addendum is entered into by and between Broward County and AFSCME, Local 2200. Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Recitals

1. The parties have entered into a Collective Bargaining Agreement covering the period of October 1, 2022, through September 30, 2025 (the "CBA").
2. The parties desire to amend Article 12, Wages and Compensation and Article 34, Term of Agreement for Fiscal Year 2023/2024 and Fiscal Year 2024/2025.

ADDENDUM

1. Article 12 – Wages and Compensation is amended as follows:

ARTICLE 12– WAGES AND COMPENSATION

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

C. Fiscal Year 2023/2024

1. For Fiscal Year 2023/2024, effective on the first full pay period in October of 2023 (October 1, 2023), eligible bargaining unit employees, who (a) on their most recent annual performance review or other performance-based evaluation program received a rating of "Meets Overall Expectations" or higher; (b) are employed by the County as of October 1, 2023; (c) are in a Bargaining Unit position as of the date of County Commission approval of this Agreement will receive an increase of four percent (4.0%) to their base hourly rate and remain in the same step in accordance with the Pay Plan for Fiscal Year 2023/2024 contained in Appendix A of this Article. Employees will be off step for FY2023/2024.

2. Eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 1, 2023, 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 four percent (4.0%) of the employee's base annual salary.

3. For Fiscal Year 2023/2024, effective on the first full pay period in October of 2023 (October 1, 2023), 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 1, 2023, 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. Employees will be off step for FY2023/2024.

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 four percent (4%) increase and \$2,600 added to their base annual salary 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 four percent (4%) increase and \$2,600 added to their base annual salary, as stated in Section C.1, C.2 or C.3, prospectively.

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

D. Fiscal Year 2024/2025:

1. For Fiscal Year 2024/2025, effective on the first full pay period in October of 2024 (October 13, 2024), eligible bargaining unit employees, who (a) on their most recent annual performance review or other performance-based evaluation program received a rating of "Meets Overall Expectations" or higher; (b) are employed by the County as of October 12, 2024; will be placed back on step and then will receive a one (1) step increase within range, in accordance with the Pay Plan contained in Appendix A of this Article.

2. 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 D.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.

3. 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 step 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 step increase stated in Section D.1. or D.2., prospectively.

4. Notwithstanding the above, in the event that the County agrees to a non-concessionary across the board, salary/wage increase greater than ten percent (10%) combined over Fiscal Years 2022/2023, 2023/24, 2024/2025 with the Blue Collar bargaining unit, White Collar bargaining unit, Government Supervisors Association-Professional, Government Supervisors Association-Supervisory bargaining units, Port Everglades Supervisory and Non-Supervisory Units, and/or the 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 34, - Term of Agreement is replaced in its entirety as follows:

ARTICLE 34 – TERM OF AGREEMENT

The provisions of this agreement are for the Fiscal Years, 2022/2023, 2023/2024, 2024/2025 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, 2025. 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 A 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 AFSCME, Local 2200 for Fiscal Year 2022/2023, 2023/2024, and 2024/2025 to be executed and signed by their duly authorized representatives, as of this 17th day of September, 2024.

AFSCME,
LOCAL 2200
By 
President

By _____
Bargaining Team Member

By _____
Bargaining Team Member

By _____
Bargaining Team Member

By _____
Bargaining Team Member

By _____
Bargaining Team Member

BROWARD COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By 
Mayor

By 
County Administrator

By 
Director of Human Resources

By 
Labor Relations Manager

By 
Bargaining Team Member

By _____
Bargaining Team Member

ARTICLE 12

WAGES AND COMPENSATION

Section 1:

A. The County and the Union recognize and agree that the wage and pay plan provided in Appendix A shall constitute the official pay plan governing all persons employed in classifications included in this bargaining unit. Effective within thirty (30) calendar days after approval by the Board of Broward County Commissioners, any current bargaining unit employee who is not on step will be adjusted upward to the nearest step within range. Step movements are not automatic, and any step/increases advances shall not be made unless specifically negotiated by the parties.

B. Fiscal Year 2022/2023:

1. Effective October 1, 2022, all pay range minimum and maximum rates of pay will be adjusted upward four percent (4.0%) as reflected in Appendix "A" 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 2022/2023, effective on the first full pay period in October of 2022 (October 2, 2022), eligible bargaining unit employees, who (a) on their most recent annual performance review or other performance-based evaluation program received a rating of "Meets Overall Expectations" or higher; (b) are employed by the County as of October 1, 2022; (c) are in a Bargaining Unit position as of the date of County Commission approval of this Agreement will receive a base hourly adjustment (4.0%) and remain in the same step in accordance with the Pay Plan for Fiscal Year 2022/2023 contained in Appendix A of this Article. There shall be no step movement for Fiscal Year

2022/2023.

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 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.

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 step 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 step increase stated in Section B.2 or B.3, prospectively.

5. 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 \$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 1, 2022, 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. Employees will be off step for FY2022/2023.

C. Fiscal Year 2023/2024

1. For Fiscal Year 2023/2024, effective on the first full pay period in October of 2023 (October 1, 2023), eligible bargaining unit employees, who (a) on their most recent annual performance review or other performance-based evaluation program received a rating of "Meets Overall Expectations" or higher; (b) are employed by the County as of October 1, 2023; (c) are in a Bargaining Unit position as of the date of County Commission approval of this Agreement will receive an increase of four percent (4.0%) to their base hourly rate and remain in the same step in accordance with the Pay Plan for Fiscal Year 2023/2024 contained in Appendix A of this Article. Employees will be off step for FY2023/2024.

2. Eligible employees whose base hourly rate is at or above the maximum rate of their pay range as of October 1, 2023, 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 four percent (4.0%) of the employee's base annual salary.

3. For Fiscal Year 2023/2024, effective on the first full pay period in October of 2023 (October 1, 2023), 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 1, 2023, 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. Employees will be off step for FY2023/2024.

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 four percent (4%) increase and \$2,600 added to their base annual salary 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 four percent (4%) increase and \$2,600 added to their base annual salary, as stated in Section C.1, C.2 or C.3, prospectively.

D. Fiscal Year 2024/2025:

1. For Fiscal Year 2024/2025, effective on the first full pay period in October of 2024 (October 13, 2024), eligible bargaining unit employees, who (a) on their most recent annual performance review or other performance-based evaluation program received a rating of “Meets Overall Expectations” or higher; (b) are employed by the County as of October 12, 2024; will be placed back on step and then will receive a one (1) step increase within range, in accordance with the Pay Plan contained in Appendix A of this Article.

2. 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 D.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.

3. 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 step 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 step increase stated in Section D.1. or D.2., prospectively.

4. Notwithstanding the above, in the event that the County agrees to a non-concessionary across the board, salary/wage increase greater than ten percent (10%) combined over Fiscal Years 2022/2023, 2023/24, 2024/2025 with the Blue Collar bargaining unit, White Collar bargaining unit, Government Supervisors Association-Professional, Government Supervisors Association-Supervisory bargaining units, Port Everglades Supervisory and Non-Supervisory Units, and/or the 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. When a bargaining unit employee is promoted to a position assigned to a higher grade, his/her wage rate shall be adjusted to the minimum pay step in the higher grade or 2 steps whichever is greater. If the employee's current pay step exceeds the minimum pay step in the higher grade, the employee's wage rate shall be increased by two (2) steps provided it does not exceed the maximum of the new grade. The employee shall then be eligible for step increases as provided in this Article.

F. When a bargaining unit employee is demoted to a position assigned to with a lower grade, his/her pay step shall be decreased by three (3) pay steps provided that the decrease is not below the minimum of the new grade. If the adjustment would place the employee's pay step below the minimum step for the lower grade, the employee will assume the first step in the lower grade.

G. Newly hired employees or employees coming into the bargaining unit from another County position will be placed on the nearest applicable step as determined by the County.

Section 2:

A. The County agrees to provide certification differential pay to eligible employees in the PE Auto Mechanic I job classification, 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). Eligible employees will receive an annual two hundred (\$200) dollar pay differential for each qualifying 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.

B. 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 nineteen (19) 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

C. Certification differential pay shall automatically cease if an employee fails to recertify or fails to provide documentation of recertification.

Section 3:

A. 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. 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. A/C Mechanic
2. Carpenter
3. Electrician
4. Plumber
5. Welder
6. Painter
7. Maintenance Mechanic

Section 4.

The County agrees to pay employees in the job classifications listed below, who provide documentation of an FDEP Water Distribution System Operator License, a five percent (5%) pay differential for each certificate designated as Level "II" and/or "I". In no event will an employee 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 "II" or a double "I" certificate. The employees in the following job classifications may be eligible for certification differential pay outlined in this section:

1. Plumber
2. Electrician

Section 5:

Salary Adjustment Authority: The County Administrator has the authority to increase the salary of the bargaining unit employees within the range of the employee's applicable salary range after the applicable agency advises the Union and offers an opportunity to "meet and confer" about the decision. In the event the Union 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 based on market review outside of the bargaining process. Prior to implementing any pay grade adjustments, the Union will be advised and offered an opportunity to “meet and confer” about the decision. In the event the Union disagrees with the Administrator’s decision, the County may still implement the pay grade adjustment and such decision shall not be grievable.

ARTICLE 34
TERM OF AGREEMENT

The provisions of this agreement are for the Fiscal Years, 2022/2023, 2023/2024, 2024/2025 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, 2025. 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 A 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.