This Addendum is entered into by and between Broward County and Government Supervisors Association of Florida OPEIU, Local 100. For good and valuable consideration, the parties hereto agree and acknowledge as follows:

1. The parties have 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 11, Wages, in addition to any two (2) other articles. The parties agreed to reopen Article 11 and Article 17.

2. As a result of the reopening, Article 11 - Wages, 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 represented by this agreement shall not receive an across the board wage increase for fiscal year 2011/12.

   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 11, of this Agreement. Any such notice must be received with thirty (30) calendar days of the Board approval of the other agreement.

3. As a result of the reopening, the following paragraph shall be added to Article 17 – Promotion Policy, Section A, effective October 1, 2011:

   Incentive pay supplement(s) under Article 11(C), shall be considered as base pay for calculating promotional increases provided the underlying skilled based certificate and/or licenses (i) is/are required under the classification description for the position from which the employee is being promoted; but (ii) is/are not required for the position into which the employee is being promoted. Under no circumstances shall any
promotional increase result in a salary exceeding the maximum of the salary range of the new job classification.

4. 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 15, 2011 - Letter of Understanding documenting the mutual understanding and agreement between the County and the Government Supervisors Association regarding the furlough program for the Supervisory Unit employees. As part of this agreement, the parties agree that the Supervisory Unit employees shall not be required to observe furlough days for FY 2011/2012. Furthermore, Supervisory Unit employees shall be paid for each of the two remaining furlough days for FY 2010/2011 (July 1, 2011 and September 2, 2011), should the reopener agreement be ratified successfully by the Union and approved by the Board of County Commissioners prior to July 1, 2011.

**Description of Letter 2:** June 15, 2011 - Letter of Understanding documenting the mutual understanding and agreement between the County and the Government Supervisor Association regarding health insurance premiums for calendar year 2012.

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.
In witness whereof, the parties have executed this Addendum and signed by their duly authorized representative, as of this 18th day of July.

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

By President

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
ARTICLE 11 - WAGES

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 represented 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 provisions 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 FY2011/2012:

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 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 11, of this Agreement. Any such notice
must be received with thirty (30) calendar days of the Board approval of the other agreement.

C. 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.

D. **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.

E. Eligible Bargaining Unit employees who are regularly and permanently assigned to work in the Waste Water Treatment facility (Copans and Powerline) and who supervise represented employees that receive an assignment pay for being regularly and permanently assigned to work in the Waste Water Treatment facility (Copans and Powerline), shall receive the assignment pay in the same manner as those eligible represented employees. A Bargaining Unit employee receiving this assignment pay who either: 1.) no longer supervises any represented employee receiving this assignment pay, or 2.) is no longer regularly and permanently assigned to work at the
Waste Water Treatment facility, regardless of the cause, will lose the assignment pay described herein.

F. **Salary Adjustment Authority:** The County Administrator has the authority to increase the salary of bargaining unit employees within the range of the employee's applicable salary range after the applicable agency advises the Association and offers an opportunity to “meet and confer” about the decision. In the event the Association disagrees with the Administrator's decision, the County may still implement the adjustment and such decision shall not be grievable.
ARTICLE 17 - PROMOTION POLICY

A. It shall be the policy of Broward County to encourage promotion from within, whenever feasible, consistent with qualified staffing and affirmative action goals. Employees who are interested in being promoted or changing divisions may request to receive notification of future openings in the job classification(s) in which they are interested by using the Human Resources Division’s online application/recruitment system. After an employee completes the electronic request, the online application/recruitment system will notify the employee when the classification is announced. The employee can then apply for the position. It shall be objective of the County to encourage promotion from within, free of political considerations, nepotism or other forms of unlawful favoritism or discrimination. Promotional appointments shall not be grievable except in cases where the grieving party(s) can substantiate that one of the above considerations resulted in such appointment. If the grieving party(s) pursues the grievance to arbitration and fails to prevail, the full expenses of the arbitrator shall be borne by the grieving party(s).

The amount of salary increase granted upon promotion shall be 7.5% within range or the minimum of the salary range for that new job classification, whichever is greater. However, the appointing authority shall have the ability to grant a promotional increase greater than 7.5% provided it is within the employee’s new salary range. Incentive pay supplement(s) under Article 11(C), shall be considered as base pay for calculating promotional increases provided the underlying skilled based certificate and/or licenses (i) is/are required under the classification description for the position from which the employee is being promoted; but (ii) is/are not required for the position
into which the employee is being promoted. Under no circumstances shall any promotional increase result in a salary exceeding the maximum of the salary range of the new job classification.

B. There shall also be a probationary period served when an employee is promoted consistent with Article 14 (Probationary Period) of this Agreement. If an employee is removed during the probationary period following a promotion for failure to perform satisfactorily the duties of the higher position, he or she shall be returned to the position held prior to the promotion or to a similar position. In cases where this occurs, the employee's rate of pay will revert to the pay rate the employee would have otherwise been entitled had the promotion not occurred. Should an appropriate vacancy not exist, the employee shall be restored to the position held prior to the promotion and the provisions governing reduction in force shall apply. A probationary promotional appointment does not affect an employee's earned permanent status and rights in the County system acquired in another position. The promoted employee retains the right to bring a grievance under any term or condition of employment specified in this Agreement except that no grievance may be filed on his/her behalf relating to a management decision to return the employee to his/her former or substantially equivalent position during the promotional probationary period. During the probationary period the said employee will be paid the appropriate higher classification wage rate and will continue to receive said wage after completing his/her probationary period.
June 23, 2011

Greg Blackman, President  
Government Supervisors Association of Florida  
3600 Red Road – Suite 405  
Miramar, FL  33025

RE: Letter of Understanding – Remaining Furloughs for FY 10/11 and Furloughs for FY 11/12

Dear Mr. Blackman:

The purpose of this letter is to document our mutual understanding of an agreement between Broward County and the Government Supervisors Association of Florida, Supervisory Unit, regarding the furlough program for Supervisory 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 April 5, 2011, for Fiscal Year 2011/2012, the parties have agreed that the Supervisory Unit 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 by the bargaining unit members and approved by the Board of County Commissioners prior to July 1, 2011, GSA - Supervisory 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.

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

Greg Blackman, President  
Government Supervisors Association of FL

KBK/rr

c: Allen Wilson, Labor Relations Manager, Human Resources Division  
Sharon Woods, Compensation and Records Manager, Human Resources Division
June 23, 2011

Greg Blackman, President
Government Supervisors Association of Florida
3600 Red Road – Suite 405
Miramar, FL  33025

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

Dear Mr. Blackman:

The purpose of this letter is to document our mutual understanding of an agreement between Broward County and the Government Supervisors Association of Florida, Supervisory Unit, 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 April 5, 2011, the parties have agreed that members of the Government Supervisors Association of Florida - Supervisory Unit shall be held harmless from any increases to health insurance premiums for calendar year 2012. 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,

Kevin B. Kelleher, Director
Human Resources Division

KBK/rr

c: Allen Wilson, Labor Relations Manager, Human Resources Division
Lisa Morrison, Assistant Employee Benefits Manager, Human Resources Division