

ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT
RESULTING FROM REOPENER BETWEEN
BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA
AND
AMALGAMATED TRANSIT UNION, LOCAL 1591
BROWARD COUNTY WHITE COLLAR UNIT
EFFECTIVE FY 2019/2020

This Addendum is entered into by and between Broward County and Amalgamated Transit Unit, Local 1591 White Collar Unit. 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, 2017 through September 30, 2020 (the "CBA"). Under the CBA for Fiscal Year 2019/2020, the parties have the right to reopen Article 28, Wages and Compensation, in addition to any three (3) other articles. The parties agreed to reopen Articles 11, 22, 23, and 28, in addition to a Letter of Understanding.
2. As a result of the reopening, **Article 28 – Wages and Compensation, Section C** shall be modified as follows effective October 1, 2019:

ARTICLE 28 - WAGES AND COMPENSATION

C. Fiscal Year 2019/2020:

Section 1:

1. For Fiscal Year 2019/2020, effective on the first full pay period in October of 2019 (October 6, 2019), 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 three percent (3.0%) 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 5, 2019, shall also receive the three percent (3.0%) base salary increase. To be eligible, employees must be employed in a Bargaining Unit position as of October 5, 2019 and the date of Commission approval of this Agreement.
2. Eligible employees below the maximum of the pay range, and limited to an increase of less than three percent (3.0%) 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 three percent (3.0%) 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 5, 2019, will not be eligible for a base hourly adjustment as provided in Section A.1. above. Those employees will receive a one-time, gross lump sum amount equal to three percent (3.0%) 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 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 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 three percent (3.0%) base salary increase prospectively.

5. Notwithstanding the above, in the event that the County agrees to a non-concessionary across the board, salary/wage increase greater than three percent (3%) combined over Fiscal Year 2019/2020 with the Blue Collar Bargaining Agreement, Government Supervisors Association-Professional, and/or Government Supervisors Association-Supervisory Bargaining Units, 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.

3. As a result of the reopening, the following paragraphs shall be amended to:

Article 11 – Promotion/Transfer Policy:

Section 5: Lateral Transfers

Employees who are interested in a lateral transfer 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.

Article 22 – Holidays

Section 5:

If the observed holiday falls on the employee's regular schedule day off, the employee will be given holiday pay as defined in Section 4 above in addition to the normal scheduled work week at straight time rate of pay; or the employee may elect to have the

applicable number of hours of holiday pay added to their annual leave bank in lieu of holiday pay.

Article 23 – Family Illness Leave

Section 2:

Employees who are eligible to earn and use sick and annual leave may be allowed to use up to a maximum of 40 hours of their accrued sick leave in any one payroll calendar year to care for an ill immediate family member.

Article 32 - Letters Of Understanding

Added Letter of Understanding for Union cooperation in the implementation of the Human Resources Enterprise Resource Project (ERP), and Human Capital Module (HCM).

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 hereto have caused this Agreement to be executed and signed by their duly authorized representatives, as of this 20th day of May, 2019.

FOR AMALGAMATED TRANSIT UNION,
LOCAL 1591

FOR BOARD OF BROWARD
COUNTY COMMISSIONERS

BY [Signature]
PRESIDENT

BY [Signature]
MAYOR

BY [Signature]
VICE PRESIDENT

BY [Signature]
COUNTY ADMINISTRATOR

BY _____
BARGAINING TEAM MEMBER

BY [Signature]
HUMAN RESOURCES DIRECTOR

BY _____
BARGAINING TEAM MEMBER

BY [Signature]
LABOR RELATIONS MANAGER

BY _____
BARGAINING TEAM MEMBER

BY _____
BARGAINING TEAM MEMBER

BY _____
BARGAINING TEAM MEMBER

BY _____
BARGAINING TEAM MEMBER

ARTICLE 11

PROMOTION/TRANSFER POLICY

Section 1: Employees who are interested in promotional and other opportunities may file an application with the Division of Human Resources Staffing Services Section. It shall be the objective of the County to encourage promotion from within, free of political considerations, nepotism or other forms of favoritism or unlawful discrimination.

Section 2: Promotional Increase

The amount of salary pay increase granted upon promotion shall be 7.5% more than the employee's current pay rate within the pay range of the new job classification or the minimum of the pay range for that new job classification, whichever is greater. However, an employee may receive a promotional increase greater than 7.5% consistent with the County's compensation methodology.

Section 3: Positions Outside the Unit

Employees who accept positions outside the bargaining unit may accumulate unit seniority for a period not to exceed ninety (90) calendar days after the date of leaving the unit. If during this ninety (90) calendar day period the employee is laid off or desires voluntarily to return to his/her former position and prevailing pay rate, the employee shall have the right to the former position, if the former position is vacant.

Section 4: Promotional Qualifying Period

If a promoted employee fails to perform satisfactorily the duties of the higher position during the qualifying period in that position the employee shall be returned to the position held prior to the promotion or a substantially equivalent position, and retain

seniority as provided for in Article 10. The qualifying period shall not exceed one hundred and thirty-five (135) calendar days, unless extended as provided for in Article 7. The question of satisfactory performance is within the sole discretion of the County.

Section 5: Lateral Transfers

Employees who are interested in a lateral transfer 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.

Section 6: Involuntary Transfers

- a. Between Divisions - In those cases where it is necessary to transfer an employee involuntarily from one Division to another Division due to organizational restructuring, the County will select the least senior qualified employee in the classification.
- b. Within a Division - In those cases where it is necessary to transfer an employee involuntarily from one location to another location within a Division which is significantly geographically separated, the County will consider volunteers. If there are no volunteers, the County will consider significant employee hardships. If an involuntary transfer becomes necessary, the County will not be arbitrary or capricious and will base the involuntary transfer on reasonable operational needs.

ARTICLE 22

HOLIDAYS

Section 1:

The following days will be observed on the day designated by the County as a paid holiday:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Two (2) personal days (in the form of Annual Leave, as described in Section 8 below)

Section 2: **Holidays Falling on Sunday.** When an authorized holiday falls on Sunday, the following Monday shall be recognized and observed as the holiday, when authorized by the Commission.

Section 3: **Holidays Falling on Saturday.** As to employees not normally subject to Saturday scheduling, if the holiday falls on Saturday the preceding Friday will be observed, when authorized by the Commission.

Section 4: All full-time bargaining unit employees shall receive eight (8) hours pay if assigned to a five (5) day workweek or ten (10) hours if assigned to a four (4) day work week, computed at their straight time base rate of pay, for each of the above-designated holidays, except as provided in Section 8 governing personal days.

Permanent part-time employees will receive four (4) hours of paid leave for the holiday regardless of their work schedule.

Section 5:

A. Employees who are given the day off in observance of the holiday shall receive holiday pay.

B. Employees who work on a designated holiday shall receive one and one-half (1 1/2) their base rate of pay for actual hours worked on such holiday plus the holiday pay. If the employer gives an employee who works the designated holiday another day off, such day off will be in lieu of the holiday pay and shall be taken within 60 days.

C. ; If the observed holiday falls on the employee's regular schedule day off, the employee will be given holiday pay as defined in Section 4 above in addition to the normal scheduled work week at straight time rate of pay; or the employee may elect to have the applicable number of hours of holiday pay added to their annual leave bank in lieu of holiday pay.

Section 6: In the event the Board of County Commissioners for Broward County, Florida designates a paid holiday, other than those listed in Section 1, above, for employees of other bargaining units, the parties agree that the employees covered by this Agreement will likewise enjoy said holidays, on the same terms and conditions set forth in this Article.

Section 7: Holiday pay will be considered as time worked when computing overtime.

Section 8: All full-time and part-time 20+ employees shall receive two (2) personal days in the form of Annual Leave, credited to the employee's annual leave

accrual balance effective on the first full pay period in January. A full-time employee assigned to a five (5) day workweek shall receive sixteen (16) hours and a full-time employee assigned to a four (4) day workweek shall receive twenty (20) hours. Part-time employees shall receive eight (8) hours.

ARTICLE 23

FAMILY ILLNESS LEAVE

Section 1: Family Illness Leave may be granted to an eligible employee as defined in Section 2 below in the case of actual sickness or disability of an immediate family member. Immediate family shall be defined as: the employee's spouse, father, mother, son, daughter, grandparents, registered domestic partners and persons determined "in loco parentis" (in place of the parent) by the Director of Human Resources. Immediate family shall also include step-children if domiciled in the employee's household.

Section 2: Employees who are eligible to earn and use sick and annual leave may be allowed to use up to a maximum of forty (40) hours of their accrued sick leave in any one payroll calendar year to care for an ill immediate family member.

Section 3: Use of accrued sick leave for Family Illness is subject to the Procedures specified in Article 21, Section 4: 1-7 governing the use of Sick Leave and shall be treated as any other usage of an employee's sick leave for the purposes of documentation and approval.

Section 4: Leave in excess of the forty (40) hours specified in Section 2 above may be granted in accordance with the provisions specified in Article 20, Annual Leave.

ARTICLE 28**WAGES AND COMPENSATION****Section 1:****A. Fiscal Year 2017/2018:**

1. For Fiscal Year 2017/2018, effective the first full pay period in October of 2017 (October 8, 2017), 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 higher will receive a three percent (3.0%) 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 7, 2017, shall also receive the three percent (3.0%) 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 the date of Commission approval of this Agreement.
2. Eligible employees below the maximum of the pay range, and limited to an increase of less than three percent (3.0%) 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 three percent (3.0%) 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 7, 2017, will not be eligible for a base hourly adjustment as

provided in Section A.1. above. Those employees will receive a one-time, gross lump sum amount equal to three percent (3.0%) of the employee's base annual salary.

4. All current employees who on their most recent annual performance review received a rating of "Does Not Meet Expectations" or below 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 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 three percent (3.0%) base salary increase prospectively.

5. Notwithstanding the above, in the event that the County agrees to a non-concessionary across the board, salary/wage increase greater than five percent (5%) combined over Fiscal Years 2017/2018 and 2018/2019 with the Blue Collar Bargaining Agreement, Government Supervisors Association-Professional, and/or Government Supervisors Association-Supervisory Bargaining Units, 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.

6. For Fiscal Year 2017/2018, effective on the first full pay period in April of 2018 (April 8, 2018), eligible bargaining unit employees who have five (5) or more years of continuous service experience in their current County job classifications as of April 7, 2018, and who are below the 25th percentile of their pay grade, shall have their salary adjusted upward to the 25th percentile of their pay grade.

7. The parties agree that it is the County's intent to develop a process to collect data for the purpose of creating a skills inventory for all bargaining unit employees. This process will include data on the employee's education, certificates/licenses and critical/unique skills. The Union agrees to support the data collection process which may include obtaining information from employees.

B. Fiscal Year 2018/2019:

1. For Fiscal Year 2018/2019, effective on the first full pay period in October of 2018 (October 7, 2018), 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 6, 2018, 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 6, 2018.

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 6, 2018, 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. 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 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.

5. Notwithstanding the above, in the event that the County agrees to a non-concessionary across the board, salary/wage increase greater than five percent (5%) combined over Fiscal Years 2017/2018 and 2018/2019 with the Blue Collar Bargaining Agreement, Government Supervisors Association-Professional, and/or Government Supervisors Association-Supervisory Bargaining Units, 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.

6. For Fiscal Year 2018/2019, effective on the first full pay period in April of 2019 (April 7, 2019), eligible bargaining unit employees who have three (3) or more years of continuous service experience in their current County job classifications as of April 6, 2019, and who are below the 25th percentile of their pay grade, shall have their salary adjusted upward to the 25th percentile of their pay grade.

C. Fiscal Year 2019/2020:

1. For Fiscal Year 2019/2020, effective on the first full pay period in October of 2019 (October 6, 2019), 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 three percent (3.0%) 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 5, 2019, shall also receive the three percent (3.0%) base salary increase. To be eligible, employees must be employed in a Bargaining Unit position as of October 5, 2019 and the date of Commission approval of this agreement.

2. Eligible employees below the maximum of the pay range, and limited to an increase of less than three percent (3.0%) 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 three percent (3.0%) 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 5, 2019, 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 three percent (3.0%) 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 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 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 three percent (3.0%) base salary increase prospectively.

5. Notwithstanding the above, in the event that the County agrees to a non-concessionary across the board, salary/wage increase greater than three percent (3%) combined over Fiscal Year 2019/2020 with the Blue Collar Bargaining Agreement, Government Supervisors Association-Professional, and/or Government Supervisors Association-Supervisory Bargaining Units, 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.

D. Performance Excellence Award:

Employees in the bargaining unit are eligible to participate in the County Administrator's Performance Excellence Award Program.

E. 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 outside of the bargaining process based on a market review conducted by the County. 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.

Section 2: Assignment of an employee to work in excess of sixteen (16) consecutive hours, performing the substantial portion of the duties of a higher rate classification must be authorized in writing. When an employee is so authorized, and performs the duties of the higher rated classification for any period of time over sixteen (16) consecutive hours, that employee shall receive the compensation he or she would have received if promoted to the position for all hours beyond the initial (16). To be

assigned to work in the higher classification, and be eligible for the higher rate of pay, the employee must meet at least the minimum qualifications, for the higher rated classification as set forth in the job specification for that classification. This Section does not preclude a supervisor from “verbally” assigning an employee for a period of less than sixteen hours, however, it is not intended that the County rotate different employees into an assignment to avoid compensating an employee for an out of classification assignment.

Section 3: In addition to the straight time base hourly rate, full-time employees will be paid a shift differential as follows:

\$.70/hr Second Shift and Weekend Shift

\$1.10/hr Third Shift

Permanent Part-time employees will receive the shift differential if they work four (4) or more hours on the second or third shift.

For employees whose regular shift begins between 4:00 a.m. and 5:59 a.m., the employees shall be paid the third shift differential rate of pay for actual hours worked between 4:00 a.m. and 5:59 a.m.

For employees whose regular shift begins between 10:00 a.m. and 11:59 a.m., the employees shall be paid the second shift differential rate of pay actual hours worked between 6:00 p.m. and 7:59 p.m. 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.

For divisional personnel operating on shift schedules, those employees completing their scheduled shift and authorized to work one (1) or more hours into the next consecutively scheduled shift, shall be paid the shift differential for those hours worked in that additional consecutive shift. Further, employees required to report to work prior to the start of their regularly scheduled shift, in addition to working their regularly scheduled shift, shall not lose any shift differential they may have otherwise been entitled to under this section. Employees may request a shift change to a vacant position on another shift within their division by notifying the Division Director in writing and, where operationally feasible, seniority will be considered in reviewing such request. Employees who are regularly assigned to work on Saturday and/or Sunday shall receive an additional weekend pay differential described above for each hour worked on Saturday and/or Sunday. This will include those Library employees and others assigned to work a periodic Saturday and/or Sunday schedule. Employees who work on a Saturday and/or Sunday who are not regularly assigned to such work will receive the appropriate overtime rate if applicable, or the weekend differential for such work, whichever is greater, but not both.



Finance and Administrative Services Department

HUMAN RESOURCES DIVISION

115 S Andrews Avenue, Room 508 • Fort Lauderdale, Florida 33301 • 954-357-6001 • FAX 954-357-8414

November 15, 2019

April J. Williams, President
Amalgamated Transit Union – Local 1591
337-B SE 24 Street
Fort Lauderdale, FL 33316

VIA EMAIL: apwilliams@broward.org

RE: Letter of Understanding – Amalgamated Transit Union – Local 1591
Enterprise Resource Project and Human Capital Module Implementation

Dear Ms. Williams:

The purpose of this letter is to document our mutual understanding of an agreement between the County and the Union regarding the implementation of Enterprise Resource Project (ERP) and Human Capital Module (HCM).

As you are aware, the County is in the process of implementing an ERP which includes the replacement of the County's existing Payroll/Human Resource system with the implementation of the new Payroll/Human Capital Module. The parties agree that the County and the Union will partner in the implementation and in the areas of education and training for employees on the various components comprising the ERP and HCM. In addition, the parties agree that for the duration of the current bargaining agreement, the County may approach the Union to open specific articles directly related to the implementation of the ERP and HCM and the Union agrees to negotiate such articles to aid in the implementation of the ERP and HCM.

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

Sincerely,

David Kahn, Director
Human Resources Division

April J. Williams, President
Amalgamated Transit Union – Local 1591

DK/aw

- c: Allen Wilson, Senior Human Resources Manager, Human Resources Division
- Joanne Penn, Vice President, Amalgamated Transit Union – Local 1591