## FIFTH ADDENDUM TO CBA

This FIFTH ("ADDENDUM") is entered into between the City of Pembroke Pines, a Florida municipal corporation, whose address is 10100 Pines Boulevard, Pembroke Pines, Florida 33026 (the "CITY") and the Broward Teachers Union Local 1975, AFT, NEA, FEA, AFL-CIO (the "UNION") for the purpose of amending an existing Collective Bargaining Agreement between the CITY and the UNION.

WHEREAS, the CITY and the UNION are parties to a Collective Bargaining Agreement (the "CBA") which as be amended by four (4) previous addendums; and

WHEREAS, the CITY and the UNION through collective bargaining have reached a tentative agreement regarding wage increases using funds made available by the State Legislature for use in school year 2013-2014 (commonly referred to as "Governor's Money").

NOW THEREFORE, the Parties agree that the Collective Bargaining Agreement shall be amended as follows:

- 1. The foregoing WHEREAS clauses are true and correct.
- 2. This ADDENDUM shall apply to the school years FY 2014 (7/1/2013 to 6/30/2014).
- 3. Wage levels for bargaining unit employees who meet State guidelines for eligibility will receive wage adjustments to bring their salary level to the level set forth in the revised step plan attached as Exhibit "A". The adjustments are retroactive to July 1, 2013 for those employees who are on the City payroll on the date of ratification by the BTU ("eligibility date"). Members who are on the City payroll on the eligibility date will receive a retro payment for amounts due for the pay scale change from July 1, 2013 until the pay period in which the member is moved to the new pay step (which will occur within 30 days after the MOU has been ratified by both parties and the plan has been approved by the State/County). Specific wage adjustment for each teacher is as shown on Exhibit "B". If the event the State does not provide a 2014-15 school year appropriation for teacher salary allocation equal to or exceeding the State allocation for the 2013-14 school year, the salary increase provided herein will be backed out of teacher salaries for school year 2014-15. In the event the State provides an appropriation for teacher salary allocation for fiscal year 2014-15 in an amount less than the teach allocation provided for fiscal year 2013-14, the salary increase provided for 2013-14 will be backed out of salaries for 2014-15 but only by the percentage decease in the State appropriation for 2014-15 from the appropriation for 2013-14. Example: If the State only appropriates 90% of the 2013-14 appropriation for 2014-15 the back out amount will be 10% of the 2013-14 increase.
- 4. The first pay period following ratification by the bargaining unit and the City, bargaining unit employees who are on the City payroll on the eligibility date will receive a one-time lump sum bonus in the approximate amount also shown on Exhibit "B". The lump sum bonus amount will be adjusted to reflect actual funds available from the State (adjusted for staffing level) once the actual dollars available from the State are determined.
- 5. The adjusted rate of pay shall remain in effect for school 2013-14. For purposes of clarity: there is no automatic or guaranteed wage increases or movement in the step plan for any

The term "teacher salary allocation" has the same meaning as "Governor's Money". 1 {00009264 DOC 2}

- subsequent school fiscal year unless negotiated and reflected in a new CBA or Addendum that is ratified by both parties.
- 6. The wage increases resulting from the 2013-14 Governor's Money shall be based on performance using the Broward County Public Schools evaluation systems currently being utilized to determine eligibility for participation in Race to Top (RTTT) fund distribution. See current requirements set forth on Exhibit "C". The performance measures used to maintain eligibility for RTTT funds, even if such standards are subsequently modified, shall be used until such time as another performance measurement standard is agreed to by the City and BTU.
- 7. The City and BTU shall reopen negotiation for salary for school year 2014-15 within thirty (30) days of close of the 2014 legislative session.
- 8. All other terms of the CBA, as amended by Addendums 1, 2, 3 and 4 shall continue in full force and effect.
- 9. In the event of a conflict between the CBA (plus Addendums 1, 2 3, and 4) and this Fifth Addendum, this Fifth Addendum shall control.
- 10. This Addendum represents the full and complete agreement of the Parties regarding a distribution plan for the Governor's Money and performance measurement.
- 11. This Addendum will take effect when ratified by the members of the Bargaining Unit and the City Commission.

SIGNATURE PAGE FOLLOWS

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## THE CITY OF PEMBROKE PINES

## BROWARD TEACHERS UNION LOCAL 1975 AFT, NEA, FEA, AFL-CIO

Mayor	President
City Manager	Broward Teachers Union Representative
Date	Date
ATTEST:	
City Clerk	
APPROVED AS TO LEGAL FORM:	
Office of the City Attorney	
Ratified by Bargaining Unit on theday	of2014
Ratified by the City Commission on the	_day of2014.
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