COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA

AND

FEDERATION OF PUBLIC EMPLOYEES,

A DIVISION OF THE NATIONAL FEDERATION

OF PUBLIC AND PRIVATE EMPLOYEES, AFL-CIO

EFFECTIVE FY 2002/2003

The parties hereby agree to enter into a one year Collective Bargaining Agreement covering the period from October 1, 2002, through September 30, 2003, which incorporates by reference all provisions of the previous Agreement dated October 18, 1999, unchanged, with the exception of the following:

1. Article 5, Wages & Compensation, Section 1 is hereby changed by deleting the existing language and adding new language to read as follows:

Section 1. Fiscal Year 2002/2003

A. Effective October 1, 2002, all pay range minimum and maximum rates of pay will be adjusted upward three percent (3%), as reflected in Appendix "A1."

B. Effective the first full pay period in October 2002 (October 13, 2002), all eligible employees whose base hourly rate is below the maximum of their pay range (excluding any additional pay including certification, assignment pay, etc.) as of October 12, 2002, shall have their base hourly rate adjusted upward up three percent (3%), not to exceed the new maximum rate of their pay range, or to the new minimum of the pay range, whichever is greater. Those employees below the maximum of the pay range and limited to an increase of less than three percent (3%) to their base hourly rate due to the maximum of the pay range, shall receive a one-time cash gross lump sum amount equal to the difference between three percent (3%) and the percentage increase received (such gross lump sum payments shall be rounded to the nearest dollar). For example, in the case of an employee who is two percent (2%) below the new maximum of his or her pay range, the three percent (3%) increase would be
implemented as follows: the employee would receive a two percent (2%) increase to their base hourly rate not to exceed the new maximum of the pay range and the remaining one percent (1%) would be in the form of a one (1) time gross lump sum payment. Those employees receiving a full three percent (3%) increase to their base hourly rate will not also be eligible for a lump sum payment.

C. Those employees whose base hourly rate is at or above the maximum rate of their pay range (excluding any certification differential pay) as of October 12, 2002, will not be eligible for a base hourly adjustment as provided in Section A.2 above. Rather, such employees will receive a one-time cash gross lump sum amount equal to three percent (3%) of the employee’s base hourly rate. Overtime will be calculated on the employee’s base hourly rate whether at or above the maximum of the new pay range, in accordance with the applicable provisions of Article 6, Hours of Work.

D. In the event that the “general prevailing base wage increase” for the FY 2002/2003 is greater than three percent (3%), either party may notify the other in writing of its intent to reopen Article 5 of the Agreement to negotiate any additional base wage increases for the FY 2002/2003. For the purposes of this section “general prevailing base wage increase” shall mean the base wage percent increase provided to a majority of County employees other than members of the Blue Collar bargaining unit.

2. Article 26. Term of Agreement is hereby changed by deleting the existing language and adding new language to read as follows:

The provision of this agreement is for the fiscal year 2002/2003, 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, 2003. 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.

All remaining terms of the previous Agreement dated October 18, 1999, as they exist as of September 30, 2002, will remain unchanged and in full force and effect. However, nothing herein shall prevent either party from requesting to bargain over any other subject within the scope of bargaining other than Article 5 - Wages & Compensation and Article 9 - Benefits for fiscal year October 1, 2002 through September 30, 2003. If either party desires to reopen the Agreement, it must do so by notifying the other party in writing of its intent to bargain, no later than August 1, 2002.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 5th day of February, 2000.

FOR BROWARD COUNTY:

Commission Chairman

County Administrator

Human Resources Director

Labor Relations Manager

Human Resources Analyst

FOR FEDERATION OF PUBLIC EMPLOYEES:

President

Executive Director