



**BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR**

M E M O R A N D U M

TO: Honorable Rebeca Sosa,
Commissioner, District 6

FROM: Charles Anderson
Commission Auditor

A handwritten signature in black ink, appearing to read "Charles Anderson", is written over the printed name.

DATE: August 24, 2010

SUBJECT: Bargaining Unit Agreements

Pursuant to your request of July 28, 2010, attached is a Summary of Collective Bargaining Unit Agreements (CBAs) between Miami-Dade County and its ten labor unions. **Attachment 1** provides CBA highlights, by bargaining unit, with pages 1 – 4 showing IAFF, and both PBA unions; pages 5 - 11 includes four unions: GSA Local 100 Professional, GSA Local 100 Supervisors, AFSCME Solid Waste, AFSCME General, AFSCME, Aviation, and TWU; and pages 12-14 highlight terms in the AFSCME WASD bargaining unit agreements.

Attachment 2 provides an estimate of the incremental cost of the collective bargaining agreements for FY 2010-11. The CBAs which helped to close a budget gap of more than \$400 million in FY 2009-10 will add nearly \$105 million to the budget in FY 2010-11.

Although certain terms of the various bargaining unit agreements are the same, some difference do exist especially regarding the special pay adjustment for Bargaining Units E and P (PBA Rank and File Unit – Police, and PBA Supervisor Unit – Police Lieutenants), the union insurance plan contribution for Bargaining Unit C (IAFF Local 1403 – Firefighter), and the dates benefits are reinstated in each bargaining unit.

We are available to meet with you and your staff to discuss the details of the estimates provided and clarify any questions you may have.

c: Honorable Dennis C. Moss, Chairman
and Members, Board of County Commissioners
Honorable Carlos Alvarez, Mayor
George M. Burgess, County Manager
R.A. Cuevas, County Attorney
Jennifer Glazer-Moon, Special Assistant/OSBM Director
Diane Collins, Acting Division Chief, Clerk of the Board

ATTACHMENT 1
SUMMARY OF MIAMI-DADE COUNTY COLLECTIVE BARGAINING AGREEMENTS 2008-11

	International Association of Fire Fighters (IAFF), Local 1403 R-169-10	Police Benevolent Association Rank and File R-286-10	Police Benevolent Association Law Enforcement Supervisory R-287-10
Bargaining Unit Numbers as of 8/13/10	2,083	5,303	263
Wages	<p>1st Year 2008-09, effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall be required to contribute 5% of their base wages from the time of the ratification of this agreement toward the cost of coverage for group health insurance.</p> <p>2nd Year 2009-10, employees in bargaining unit classifications shall not receive a wage adjustment for FY 2009-10.</p> <p>3rd Year 2010-11, effective the beginning of the first pay period in July 2011, all employees in bargaining unit classifications shall receive a 3% wage increase.</p>		
Merit Increases, Longevity Increases & Pay Step Progression	Progression from any one pay step to the next pay step will be suspended. Effective one year from ratification of this agreement, merit increases and longevity increases will be automatically restored prospectively only.	Progression from any one pay step to the next pay step, merit increases and longevity increases shall be suspended. Effective one year from ratification of this agreement, progression from any one pay step to the next pay step, merit increases and longevity increases shall be restored prospectively only.	
Longevity Bonus	The payment of longevity bonuses shall be suspended. Effective one year from ratification of this agreement, the payment of longevity bonuses shall be automatically restored prospectively only.		
Flex Dollar Benefits	The County's contributions to the Flexible Benefits Plan shall be suspended indefinitely .	The County's contributions to the Flexible Benefits Plan shall be suspended. Effective one year from ratification of this agreement, the County's contributions to the Flexible Benefits Plan shall be restored prospectively only.	
Off Regular Duty Law Enforcement	N/A	Employees who work off duty during sporting/ entertainment events at Dolphin Stadium, with an attendance of 35,000 or more patrons, will be eligible to receive a \$5.00 per hour pay supplement. Employees who work off-duty during County recognized holidays and/or championship games, as listed in the Agreement will be compensated at double their regular off-duty rate.	Employees in classifications of Police Lieutenant, Correctional Lieutenant and Police Captain who work off duty during sporting/ entertainment events, at Dolphin Stadium, with an attendance of 35,000 or more, be eligible to receive a \$5.00 per hour pay supp. Emp. who work off-duty during County recognized holidays and/or championship games, as listed in the Agreement will be compensated at double their regular off-duty rate.
Entrance Pay Rate	N/A	For all employees hired into County Service in the class. of Police Officer and	For all employees hired into County Service on or after November 1, 1991,

ATTACHMENT 1
SUMMARY OF MIAMI-DADE COUNTY COLLECTIVE BARGAINING AGREEMENTS 2008-11

	International Association of Fire Fighters (IAFF), Local 1403 R-169-10	Police Benevolent Association Rank and File R-286-10	Police Benevolent Association Law Enforcement Supervisory R-287-10
Entrance Pay Rate (cont'd)	N/A	Correctional Officer, upon completion of the first Police Academy following ratification of this agreement, or beginning the first pay period in September 2010, whichever is earlier, the entrance pay step shall be pay step 2 of the pay range for Police Officer and Correctional Officer provided in the County Pay Plan. Beginning the first pay period in September 2011, the entrance pay step shall be pay step 3. At the time the entrance pay step is adjusted for employees hired into the County service in the classification of Police Officer and Correctional Officer, the County will make such other selective adjustments to bargaining unit classifications as necessary.	the entrance pay rate for all bargaining unit class. is pay step 1 of the appropriate pay range provided in the County Pay Plan. Progression from the entrance pay step to the next pay step for all bargaining unit class. occurs after six (6) months (13 pay periods) based upon satisfactory or above job performance. Progression thereafter to the maximum step in the pay range is at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or above job performance. Upon any entrance pay step adjustments to other sworn personnel, the County will make such other selective adjustments to the class. covered by this bargaining unit as necessary.
Group Health Insurance	The County agrees to contribute to the Union's group insurance plan a per-employee contribution based on the Union's group insurance plan enrollment. The contribution rate, paid on a biweekly basis, will be determined by utilizing the budgeted Point Of Service (POS) rate and the budgeted blended rate for the County's group health insurance plans, as determined by the Executive Insurance Committee in September of each year, and applying the budgeted POS rate to those enrolled in the comparable Union POS plan, and the budgeted blended rate to those enrolled in any other non-POS Union plan at that time. Previously, the contribution was based solely on the County's POS rate, regardless of which Union		

ATTACHMENT 1
SUMMARY OF MIAMI-DADE COUNTY COLLECTIVE BARGAINING AGREEMENTS 2008-11

	International Association of Fire Fighters (IAFF), Local 1403 R-169-10	Police Benevolent Association Rank and File R-286-10	Police Benevolent Association Law Enforcement Supervisory R-287-10
Group Health Insurance (cont'd)	<p>plan the employee was enrolled in. The prior contract also called for an annual reconciliation payment reflecting the difference between the actual cost of the POS plan and the County's contribution. This has been eliminated as a result of the change in formula, and in settlement of any outstanding claim, the Union has agreed to pay the County \$4.5 million over three years beginning in December 2011. The County has also agreed to remit to the Union's Group Health Insurance Plan an amount equivalent to the amount deducted from each member's pay as the member's contribution to group health insurance.</p>		
Reopener	<p>The parties may mutually agree, at any time during the term of this Agreement, to reopen the Agreement with respect to Performance Based Compensation Projects or classification studies of the County Pay Plan redesign.</p> <p>Either party may require discussions concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 2011, by requesting same, in writing, of the other party between January 1 and not later than April 15, 2011. If neither party submits such written notice during the indicated period, this Agreement will be automatically renewed for the period October 1, 2011 through September 30, 2012.</p> <p>The County has the right to reopen this Agreement to discuss issues related to the implementation of the Enterprise Resource</p>	<p>Either party will have the right, during the term of this agreement to reopen this agreement with respect to Performance Based Compensation Projects.</p> <p>Either party may require by written notice no later than June 30, 2011, negotiations concerning modifications, amendments and renewal of this agreement to be effective October 1, 2011.</p> <p>In the event that during the term of this Agreement another County collective bargaining unit successfully negotiates an across the board wage increase which is effective during the term of this Agreement and is greater than the wage increase provided for under Article 34, a new pay supplement, or an increase in a current pay supplement, the Association will have the right to request the reopening of negotiations with respect to wages and premium pay only.</p> <p>The County has the right to reopen this Agreement to discuss issues related to the implementation of the Enterprise Resource Planning (ERP) program for a new County-wide Human Resource (HR) System.</p> <p>Either party will have the right, during the term of this agreement to reopen this agreement with respect to Performance Based Compensation Projects.</p>	

ATTACHMENT 1
SUMMARY OF MIAMI-DADE COUNTY COLLECTIVE BARGAINING AGREEMENTS 2008-11

	International Association of Fire Fighters (IAFF), Local 1403 R-169-10	Police Benevolent Association Rank and File R-286-10	Police Benevolent Association Law Enforcement Supervisory R-287-10
Reopener (cont'd)	<p>Planning (ERP) program for a new County-wide Human Resource (HR) System.</p> <p>In the event that during the term of this Agreement the bargaining unit classification of Fire Rescue Dispatcher is officially designated by the Florida Retirement System (FRS) as eligible for "Special Risk" retirement under the FRS, the union will have the right to request reopening of negotiations with respect to Article 50.2 only.</p>		

ATTACHMENT 1
SUMMARY OF MIAMI-DADE COLLECTIVE BARGAINING AGREEMENTS 2008-11

	Government Supervisors Association of Florida, OPEIU, Local 100, Professional Employees Unit R-1062-09 and R-844-10	Government Supervisors Association of Florida, OPEIU, Local 100, Supervisory Unit (PHT) R-1063-09 and R-844-10	AFSCME Local 3292, Solid Waste Employees R-1418-09 Addendum R-171-10	AFSCME Local 199, General Employees R-170-10	AFSCME Local 1542, Aviation Employees R-172-10	Transit Workers United, Local 291 R-325-10
Bargaining Unit Numbers as of 8/13/10	1,512	3,451	661	9,814	856	2,692
Wages	<p>1st Year FY08-09, all employees in bargaining unit will receive the most favorable wage adjustment received by any other County bargaining unit, excluding all PHT units.</p> <p><i>Pursuant to R-844-10: Effective the beginning of the first pay period in July 2011, all employees in bargaining unit classifications shall receive a 3% wage increase; this wage increase supersedes and replaces any other wage adjustments previously agreed to during the term of the contract; as a result, there will be no wage adjustment during the second year of the contract.</i></p> <p><i>Pursuant to R-844-10: Effective the pay period commencing on June 14, 2010, all employees in bargaining unit classifications shall be required to contribute 5% of base pre-tax wages toward the cost of coverage for group health insurance.</i></p>		<p>1st Year FY 08-09, effective the last pay period in September 2009, all employees in bargaining unit will be required to contribute 5% of base wages from the time of ratification of this agreement toward the cost of coverage for group health insurance. This provision shall supersede any conflicting provision of Article 51, "Group Health Insurance." The deduction shall be in pre-tax dollars to the extent allowable by law.</p> <p>2nd Year FY09-10, employees in bargaining unit will not receive a wage adjustment for FY 2009-10.</p> <p>3rd Year FY10-11, effective the first pay period in July 2011, all employees in bargaining unit will receive a 3% wage increase.</p>			
Pay Step Progression, Merit Increases & Longevity Increases, Longevity Bonus	<p><i>Pursuant to R-844-10: Effective June 14, 2010, progression through the pay range, merit increases, longevity increases and longevity bonuses will be suspended and will be restored one year from June 14, 2010 prospectively only.</i></p> <p><u>PAY SUPPLEMENT</u> <i>Pursuant to R-844-10: Effective June 14, 2010, the County will provide a 1% pay supplement to those bargaining unit employees in the Water and Sewer Department who directly</i></p>		<p>Progression from any one pay step to the next pay step, merit increases and longevity increases and the payment of longevity bonuses, will be suspended. Effective one year from ratification of this agreement, progression from any one pay step to the next pay step, merit and longevity increases and the payment of longevity bonuses, will be restored prospectively only.</p>		<p>Effective upon ratification, progression from any one pay step to the next pay step, merit and longevity increases and the payment of longevity bonuses, will be</p>	

ATTACHMENT 1
SUMMARY OF MIAMI-DADE COLLECTIVE BARGAINING AGREEMENTS 2008-11

	Government Supervisors Association of Florida, OPEIU, Local 100, Professional Employees Unit R-1062-09 and R-844-10	Government Supervisors Association of Florida, OPEIU, Local 100, Supervisory Unit (PHT) R-1063-09 and R-844-10	AFSCME Local 3292, Solid Waste Employees R-1418-09 Addendum R-171-10	AFSCME Local 199, General Employees R-170-10	AFSCME Local 1542, Aviation Employees R-172-10	Transit Workers United, Local 291 R-325-10
Pay Step Progression, Merit Increases, & Longevity Increases, Longevity Bonus (cont'd)	<i>supervise those AFSCME Local 121 employees who receive a 1% pay supplement as plant electricians and plant mechanics assigned to Water Production and Wastewater Treatment Plants as Treatment Operators1 and 2. The County will provide as soon as practical to GSAF a list of those employees entitled to this pay supplement.</i>					suspended and will be automatically restored one year from ratification prospectively only.
Flex Dollar Benefits	N/A	N/A	The County's contributions to the Flexible Benefits Plan will be suspended. Such contributions previously provided will be restored prospectively only one year after this Agreement is ratified, subject to the reopener clause based on economic conditions.			Upon ratification of this agreement, the County's contributions to the Flexible Benefits Plan will be suspended and will be automatically restored one year from ratification of this agreement prospectively only.
Premium Pay	N/A	N/A	The \$50.00 biweekly pay supplement will be suspended. This \$50.00 biweekly pay supplement will be restored prospectively only one year after this Agreement is ratified, subject to the reopener clause based on economic conditions.			Upon ratification, the \$50 biweekly supplement will be suspended and will be automatically restored one year from ratification of this agreement prospectively only.
Reopening	As in previous Agreements, in the event that during the term of the Agreement (October 1, 2008 to September 30, 2011)		In the event that during the term of the	In the event that during the term of	In the event that during the term of	In the event that during the term of

ATTACHMENT 1
SUMMARY OF MIAMI-DADE COLLECTIVE BARGAINING AGREEMENTS 2008-11

	Government Supervisors Association of Florida, OPEIU, Local 100, Professional Employees Unit R-1062-09 and R-844-10	Government Supervisors Association of Florida, OPEIU, Local 100, Supervisory Unit (PHT) R-1063-09 and R-844-10	AFSCME Local 3292, Solid Waste Employees R-1418-09 Addendum R-171-10	AFSCME Local 199, General Employees R-170-10	AFSCME Local 1542, Aviation Employees R-172-10	Transit Workers United, Local 291 R-325-10
Reopening (cont'd)	another County collective bargaining unit successfully negotiates an across the board wage increase that is greater than the wage increase provided for in the Agreement, the Association will have the right to request the reopening of negotiations with respect to wages only.		Agreement (10/1/08-09/30/11) another County collective bargaining unit negotiates an across the board wage increase that is greater than the wage increase provided for in the Agreement, the unit will have the right to request the reopening of negotiations with respect to wages only. The County has the right to reopen Articles 41, 42, 44, 49, 51, 69 of this Agreement on the basis of economic conditions. The County has the right to reopen this Agreement to discuss issues related to the implementation of the ERP for a countywide new human resource system. Either party may re-open with	the Agreement (10/1/08-09/30/11) another County collective bargaining unit negotiates an across the board wage increase that is greater than the wage increase provided for in the Agreement, the unit will have the right to request the reopening of negotiations with respect to wages only. Either party has the right to reopen the "flex pay" provision of Article 56 and Article 73 of this Agreement on the basis of economic conditions.	term of the Agreement (10/1/08-09/30/11) another County collective bargaining unit negotiates an across the board wage increase that is greater than the wage increase provided for in the Agreement, the unit will have the right to request the reopening of negotiations with respect to wages only. The County has the right to reopen	the Agreement (10/1/08-09/30/11) another County collective bargaining unit negotiates an across the board wage increase that is greater than the wage increase provided for in the Agreement, the unit will have the right to request the reopening of negotiations with respect to wages only. The County has the right to reopen this Agreement to discuss issues related to the implementation of the ERP for a countywide new human resource system. Also, the County may re-open with respect to performance based

ATTACHMENT 1
SUMMARY OF MIAMI-DADE COLLECTIVE BARGAINING AGREEMENTS 2008-11

	Government Supervisors Association of Florida, OPEIU, Local 100, Professional Employees Unit R-1062-09 and R-844-10	Government Supervisors Association of Florida, OPEIU, Local 100, Supervisory Unit (PHT) R-1063-09 and R-844-10	AFSCME Local 3292, Solid Waste Employees R-1418-09 Addendum R-171-10	AFSCME Local 199, General Employees R-170-10	AFSCME Local 1542, Aviation Employees R-172-10	Transit Workers United, Local 291 R-325-10
Reopening (cont'd)			respect to performance based compensation projects, classification consolidation studies or county pay plan redesign.		Article 25, Section 6, "Pay Supplement" and the County's contributions to the Flexible Benefits Plan provision of Article 32 of this Agreement on the basis of economic conditions.	compensation projects, classification consolidation studies or county pay plan redesign.
Leave With Pay	Currently, only the Association President and First Vice President are released from duty with pay to administer the Agreement. Effective the beginning of the first pay period following ratification and approval of this Agreement by the BCC, one additional bargaining unit employee, designated by the Association President, will be released from duty with pay to administer the Agreement.					
Call Back	Non job-basis employees who respond to work-related electronic communication during non-working hours but who are not physically called back to work shall receive a minimum fifteen minutes' compensation at the overtime rate for each					

ATTACHMENT 1
SUMMARY OF MIAMI-DADE COLLECTIVE BARGAINING AGREEMENTS 2008-11

	Government Supervisors Association of Florida, OPEIU, Local 100, Professional Employees Unit R-1062-09 and R-844-10	Government Supervisors Association of Florida, OPEIU, Local 100, Supervisory Unit (PHT) R-1063-09 and R-844-10	AFSCME Local 3292, Solid Waste Employees R-1418-09 Addendum R-171-10	AFSCME Local 199, General Employees R-170-10	AFSCME Local 1542, Aviation Employees R-172-10	Transit Workers United, Local 291 R-325-10
Call Back (cont'd)	<p>response. Any additional communication occurring during any one fifteen-minute period shall not result in additional compensation, unless such communication extends beyond fifteen minutes; in such event, compensation at the overtime rate shall be paid for actual time spent responding to such communication.</p> <p><i>Pursuant to R-844-10: Within thirty days, the County will recall those GSAF employees who were the subject of the grievance filed by GSAF on February 2, 2009, AAA Case #32-390-00142-09, to their former classifications.</i></p> <p><i>Pursuant to R-844-10: Effective June 14, 2010, and for the duration of the 2008-2011 collective bargaining agreement, up until September 30, 2011, the Miami-Dade Transit Agency will not initiate any layoff action relating to GSAF bargaining unit employees. A GSAF bargaining unit employee may nevertheless remain affected as a result of any other layoff action, including layoffs initiated in another County department or in a different bargaining unit or involving a non-bargaining employee with previously established GSAF classified rights.</i></p>					
Sick Leave Conversion	<p><i>Pursuant to R-844-10: Effective June 14, 2010, a bargaining unit employee with 20 or more years of service may, upon written request, receive payment for the sick leave hours that qualify to be converted to annual leave each year.</i></p>					<p><i>The County has agreed that a bargaining unit employee with 20 or more years of service may, upon written</i></p>

**ATTACHMENT 1
SUMMARY OF MIAMI-DADE COLLECTIVE BARGAINING AGREEMENTS 2008-11**

	Government Supervisors Association of Florida, OPEIU, Local 100, Professional Employees Unit R-1062-09 and R-844-10	Government Supervisors Association of Florida, OPEIU, Local 100, Supervisory Unit (PHT) R-1063-09 and R-844-10	AFSCME Local 3292, Solid Waste Employees R-1418-09 Addendum R-171-10	AFSCME Local 199, General Employees R-170-10	AFSCME Local 1542, Aviation Employees R-172-10	Transit Workers United, Local 291 R-325-10
Sick Leave Conversion (cont'd)						<i>request, receive payment for the sick leave hours that qualify to be converted to annual leave each year.</i>
Absenteeism						<i>The parties have agreed to establish on a trial basis for one year an incentive program to reduce absenteeism at Miami-Dade Transit. In order to incentivize a reduction in absenteeism that produces savings to Miami-Dade Transit, the program provides for a \$1,000 incentive pay for eligible TWU employees upon a verified reduction of 3 percentage points from the last three-year average, with a proportionate</i>

**ATTACHMENT 1
SUMMARY OF MIAMI-DADE COLLECTIVE BARGAINING AGREEMENTS 2008-11**

	Government Supervisors Association of Florida, OPEIU, Local 100, Professional Employees Unit R-1062-09 and R-844-10	Government Supervisors Association of Florida, OPEIU, Local 100, Supervisory Unit (PHT) R-1063-09 and R-844-10	AFSCME Local 3292, Solid Waste Employees R-1418-09 Addendum R-171-10	AFSCME Local 199, General Employees R-170-10	AFSCME Local 1542, Aviation Employees R-172-10	Transit Workers United, Local 291 R-325-10
Absenteeism (cont'd)						<i>reduction in the incentive pay if absenteeism is reduced by between 2 and 3 percentage points. If a reduction of 3 percentage points, from 19.9% to 16.9% is achieved after one year, anticipated savings to Miami-Dade Transit will be in excess of \$1 million.</i>

ATTACHMENT 1
SUMMARY OF MIAMI-DADE COLLECTIVE BARGAINING AGREEMENTS 2008-11

<p><i>The Board of County Commissioners (BCC) is required by Florida law to resolve the disputed issues presented in the collective bargaining impasse between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 121, Water & Sewer Employees.</i></p> <p><i>The terms approved by the BCC must be voted upon by the bargaining unit members. If the bargaining unit fails to ratify the action taken by the BCC at impasse, Florida law dictates that the decision of the BCC would only apply to the first fiscal year of the agreement. The provisions that take effect during the first fiscal year of the agreement would become the status quo and can only be changed through subsequent negotiation and settlement or through further impasse hearings.</i></p>		
	<p>AFSCME Local 121, Water and Sewer (R-842-10 adopted by the BCC on 7/20/10; However, on 8/6/10 union members voted to decline the agreement)</p>	<p>AFSCME Local 121, Water and Sewer Collective Bargaining Impasse</p>
<p>Bargaining Unit Numbers as of 8/13/10</p>	<p>1,697</p>	
<p>Wages</p>	<p>1st Year: 2008-09 Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications will be required to contribute 5% of base wages from the time of ratification and approval of this agreement toward the cost of coverage for group health insurance.</p> <p>2nd Year: FY 2009-10 Employees in bargaining unit classifications will not receive a wage adjustment for FY 2009-2010.</p> <p>3rd Year: FY 2010-11 Effective the beginning of the first pay period in July 2011, all employees in bargaining unit classifications will receive a 3% wage increase. Effective the beginning of the first pay period in July 2011, and for the following nineteen (19) pay periods, all employees in bargaining unit classifications will be required to contribute an additional 3% above the previously mentioned 5% of base wages toward the cost of coverage for group health insurance.</p>	<p><i>The special magistrate recommends that the County's compensation proposals be implemented with certain modifications.</i></p> <p>In regard to wages, the special magistrate recommends that AFSCME 121 employees contribute 5% of base wages towards the cost of group health insurance, and that the 5% contribution be adjusted to compensate "for the elapsed time back to the first payroll period in February, 2010."</p> <p>The special magistrate found compelling the County's position that with regard to wages, employees in AFSCME Local 121 should not be treated any differently than employees in other bargaining units, and that since other bargaining units ratified their agreements months ago, employees in AFSCME Local 121 should be subject to the 5% contribution from a similar point in time. <i>The administration accepts this recommendation. The individual contribution would be to 8.1% of base pay. At the end of the one-year period, the contribution to the cost of Healthcare would revert to 5%.</i></p> <p>The special magistrate also recommends that no wage</p>

ATTACHMENT 1
SUMMARY OF MIAMI-DADE COLLECTIVE BARGAINING AGREEMENTS 2008-11

		increase be provided in FY 2008-09 and FY 2009-10, and that a 3% wage increase be given effective July 1, 2011. <i>The administration accepts this recommendation but recommends that - consistent with all other bargaining units - the 3% wage increase be effective the first pay period in July 2011, rather than July 1, 2011.</i>
Merit Increases, Longevity Increases & Pay Step Progression	Effective upon ratification and approval of this agreement, progression from any one pay step to the next pay step, merit increases and longevity increases will be suspended and restored one year from ratification and approval of this agreement, prospectively only.	The special magistrate recommends that a suspension of merit increases, longevity bonuses, premium pay and flex pay be for one year, but without any reopeners based on economic conditions. <i>The administration accepts this recommendation.</i>
Longevity Bonus	Effective upon ratification and approval of this agreement, the payment of longevity bonuses will be suspended and restored one year from ratification and approval of this agreement, prospectively only.	
Flex Dollar Benefits & Premium Pay	Effective upon ratification and approval of this agreement, the County's contributions to the Flexible Benefits Plan and the \$50 biweekly supplement will be suspended and restored one year from ratification and approval of this agreement, prospectively only.	
Leave with Pay	<i>Union Stewards and Representatives</i> The Union President, Vice President and Secretary-Treasurer will be released with pay to administer this agreement. Effective the beginning of the first pay period following ratification and approval of this agreement one additional bargaining unit employee, designated in writing by the Union President to the Director of Employee and Labor Relations and to the Department Director, will be released from duty with pay to administer this agreement. Effective upon ratification of this agreement, the Union President and any additional employees released from duty with pay to administer this agreement shall receive while on such release, performance evaluations containing no more than an overall rating, which rating shall reflect the average of the three overall evaluation ratings received prior to serving in such capacity. Employees released from duty with pay under this provision shall be exempted from any layoff action that results in the removal of the employee from the bargaining unit. In addition to the standard forty-hour work week, all employees on full-time release shall receive one hour	<i>The County agrees to one additional union steward being released full-time to perform union activities.</i> In regard to other issues presented by the union at the impasse hearing, the special magistrate recommends that the union proposal on stewards and representatives be implemented, except in regard to their layoff proposal. The union had proposed that in addition to its President, its Vice President and Secretary-Treasurer, two additional employees be released full-time with pay for union activities. Currently, the President and two additional employees are released full-time with pay. The union also proposed that all the employees released full time for union activities be exempted from layoff action and receive one hour of overtime daily. Currently, only one other County union, the Transport Workers Union has guaranteed overtime for its full-time released employees. <i>The administration rejects this recommendation, but agrees to one additional steward being released full-time with pay to</i>

ATTACHMENT 1
SUMMARY OF MIAMI-DADE COLLECTIVE BARGAINING AGREEMENTS 2008-11

	of daily overtime pay.	<i>perform union activities.</i>
Performance Based Compensation Projects	The parties agree that within six months from ratification of the agreement, a special Labor-Management Committee, comprised of the Union President, Department Director and a representative from the County Executive Office, shall develop a 12-month pilot Employee Performance Compensation Program that will identify departmental projects and other similar operational programs where managed competition utilizing bargaining union employees will result in verifiable savings to the County and the Department. Payout amounts will be based on the overall achievement of savings. Appropriate guidelines shall be developed by the special Labor-Management Committee within six months of ratification of this Agreement.	N/A

FY 2010 - 2011 BARGAINING UNIT INCREMENTAL ESTIMATED COSTS ^{1,2,3}

Grand Total

BARGAINING UNIT		TOTAL NUMBER OF EMPLOYEES ⁷				FY 2009-10 ⁸ SPECIAL PAY ADJUSTMENT	FY 2010-11 INCREMENTAL MERIT/SPECIAL PAY ADJUSTMENT COSTS			FY 2010-11 INCREMENTAL BENEFIT COSTS					FY 2010-11 INCREMENTAL FRINGE RELATED COSTS ¹⁶				FY 2010 - 11 INCREMENTAL COST ¹⁷
CODE	DESCRIPTION	AS OF MARCH 3, 2010				FOR 2 PPE (Recurring Cost)	MERIT ⁹	SPECIAL PAY ADJUSTMENT ¹⁰	TOTAL	COLA ¹¹	FLEX / UNION ¹² INSURANCE PLAN CONTRIBUTION	LONGEVITY ¹⁴	PREMIUM ¹⁵	TOTAL	FICA	MICA	FRS	TOTAL	GRAND TOTAL
		FT	PT	T/S	TOTAL														
A	AFSCME LOCAL 121 - WASD ⁴	1,710	-	2	1,712				\$ 593,473				\$ 593,473					\$ 593,473 ¹⁸	
C	IAFF LOCAL 1403 - FIREFIGHTER	2,103	1	-	2,104		912,308	912,308	1,253,378	428,804 ¹³	882,797		4,449,475	189,006	44,203	708,772	941,981	6,303,765 ¹⁹	
D	TRANSIT TWU LOCAL 291	2,467	297	1	2,765		362,184	362,184	901,785	1,257,115	343,391	1,480,200	3,382,501	269,370	62,998	467,923	800,291	5,144,976 ²⁰	
F	AFSCME LOCAL 3292 - SOLID WASTE	659	4	-	663		272,286	272,286	194,042	589,082	273,874	691,950	1,748,948	125,316	29,308	217,687	372,311	2,393,545	
G	AFSCME LOCAL 1542 - AVIATION	854	21	-	875		201,867	201,867	303,848	545,799	337,659	640,500	1,827,806	125,840	29,430	218,596	373,866	2,403,538	
H	AFSCME LOCAL 199 - GENERAL UN	6,076	1,583	942	8,601		1,511,770	1,511,770	2,056,925	4,003,372	1,193,256	4,557,000	11,810,552	825,984	193,174	1,434,814	2,453,972	15,776,294	
K	GSAF/OPEIU LOCAL 100 - SUPERVISORS ⁵	3,055	24	26	3,105		388,008	388,008	1,508,966	3,377,000	951,991	3,971,500	9,809,456	632,243	147,863	1,098,267	1,878,373	12,075,837 ¹⁹	
L	NON BARGAINING ⁶	3,207	132	366	3,705		4,546,528	4,546,528	1,903,320	2,785,944	3,210,095	3,080,000	10,973,359	962,605	225,125	1,672,138	2,859,866	18,385,755	
M	GSAF/OPEIU LOCAL 100 - PROFESSIONAL	1,401	22	15	1,438		169,228	169,228	644,729	1,545,500	299,592	1,821,300	4,311,121	277,782	64,965	482,534	825,280	5,305,629 ¹⁹	
P	PBA SUPERVISOR UNIT - POLICE LIEUTENANTS	266	-	-	266	135,011	99,170	234,181	203,830	157,562	393,564		754,957	59,947	14,020	104,133	178,099	2,765,107	
E	PBA RANK AND FILE UNIT - POLICE	5,314	5	-	5,319	1,650,865	2,127,520	3,778,385	2,589,405	3,148,879	2,505,125		8,243,410	728,676	170,416	1,285,780	2,164,872	33,728,085	
TOTAL:		27,112	2,089	1,352	30,553	\$ 1,785,876	\$ 10,590,867	\$ 14,946,656	\$ 22,085,524	\$ 12,159,711	\$ 17,839,058	\$ 10,391,349	\$ 16,242,450	\$ 58,511,058	\$ 4,196,769	\$ 981,502	\$ 7,670,649	\$ 12,848,914	\$ 104,876,004

¹ Estimates are based on the March 3, 2010, County payroll data of active employees. Cost estimates are based on 26 pay periods in FY 2010-11. Impact of position attrition not included in the estimates. Also, cost estimates for proposed budgeted vacancies for FY 2010-11 was not included since information was unattainable.

² The following were excluded from the payroll data extracted from the County system: 76 employees associated with Department 71 - South Florida Workforce Investment Board and 1,322 employees associated with Department 31 - Clerk of Courts.

³ Pay adjustments (pay allowances beyond the employee's base salary) were applied as a percentage of current bi-weekly and adjusted bi-weekly pay rates in the Payroll System. Merit increases were applied to March 3, 2010 payroll data through dates of ratified Bargaining Units contracts for eligible employees.

⁴ The contract for Bargaining Unit A, AFSCME Local 121 - WASD, was not ratified with provisions approved by BCC on July 20, 2010. Bargaining Unit A estimates were calculated using the following assumptions: Suspension of merit, longevity, premium and flex pay beginning September 20, 2010. COLA granted July 2011, will cover the last 6 pay periods of FY 2010-11 (the same as all other unionized employees). Costs do not include estimates for the provision in the original contract allowing 1 hour of daily overtime pay for union stewards and representatives.

⁵ The estimates for Bargaining Unit K pertain solely for County employees, not Public Health Trust union members.

⁶ The bi-weekly pay rate for Non-Bargaining Unit L employees, under the Mayor's purview, was restored by 5% in the Payroll System on March 1, 2010.

⁷ Employees classified as full-time, part-time and temporary/seasonal based on the employee status: FT = Full-Time, PT = Part-Time and T/S = Temporary/Seasonal.

⁸ The special salary rate increase for 2 pay periods at the end of FY 2009-10 was based on a 5% pay adjustment for the following Police classifications in Bargaining Units E and P: 4201-Police Officer, 4202-Police Sergeant, 4502-Correctional Officer, 4503-Correctional Corporal, 4504-Correctional Sergeant, 4203-Police Lieutenant, 4204-Police Captain and 4505-Correctional Lieutenant. Totals include salary increase amounts, FICA, MICA and FRS costs associated with the increase. The special pay adjustment increase granted in FY 2009-10 is a recurring cost in FY 2010-11 and 2011-12.

⁹ During FY 2010-11, the 5% MERIT increase projections are based on 1 year from the date reduction became effective for each Bargaining Unit. The assumed dates that merit increase was reinstated for each Bargaining Unit are: A - No merit increase anticipated until FY 2011-12 C, G, H - February 22 - September 30, 2011 D - April 5 - September 30, 2011 F - December 1, 2010 - September 30, 2011 K, M - June 14 - September 30, 2011 L - October 5, 2010 - September 30, 2011 P, E - March 8 - September 30, 2011. No merit increase estimated for Department 30 - Judicial Administration - based on FY 2010-11 Proposed Budget (p. 64 of Vol. 2), or for part-time and temporary/seasonal employees.

¹⁰ The FY 2010-11 projections for the second 5% special pay adjustments become effective on September 1, 2011, for all eligible employees in Bargaining Units E and P for 2 pay periods. (This increase is a recurring cost in FY 2011-2012, in addition to the associated FICA, MICA and FRS costs.)

¹¹ The FY 2010-11 COLA projections are based on a 3% increase effective July 1, 2011 for all full-time and part-time employees. No COLA increases are calculated for Department 30 - Judicial Administration - based on FY 2010-11 Proposed Budget recommendations (p. 64 of Vol. 2).

¹² The FY 2010-11 FLEX BENEFIT payment estimates are based on biweekly payments of \$42.31, commencing 1 year from the date the reduction became effective for each Bargaining Unit. The assumed dates the flex payments will be reinstated for each Bargaining Unit are: A - No flex payment anticipated until FY 2011-12 G, H - February 22 - September 30, 2011 D - April 5 - September 30, 2011 F - December 1, 2010 - September 30, 2011 K, M - Flex payments were never suspended, estimated payments from October 1, 2010 - September 30, 2011 L - November 16, 2010 - September 30, 2011 P, E - March 8 - September 30, 2011. No flex payments are estimated for Department 30 - Judicial Administration - based on FY 2010-11 Proposed Budget (p. 64 of Vol. 2). Temporary/seasonal employees are not eligible for flex benefit payments.

¹³ The FLEX BENEFIT for Bargaining Unit C is suspended indefinitely, however, the County will be contributing to Union's group insurance plan. Per the current agreement, the County's biweekly contribution to the Fire Union's insurance plan is \$431.31 for employees in the POS plan, and \$292.30 for employees in the HMO plan. GSA estimated 1,467 union members participating in the HMO plan and 431 in PPO. As a result of the change in the County's contribution formula, and the elimination of the annual reconciliation payment process, the Union will pay the County \$4.5 million over 3 years beginning December 2011.

¹⁴ The FY 2010-11 LONGEVITY BONUS payments projected for eligible full-time employees is based on a 1 year from date bonuses were suspended for each Bargaining Unit. The assumed dates longevity bonuses will resume for each Bargaining Unit are: A - Longevity bonuses are not anticipated until FY 2011-12 C, G, H - February 22 - September 30, 2011 D - April 5 - September 30, 2011 F - December 1, 2010 - September 30, 2011 K, M - June 14 - September 30, 2011 L - October 20, 2010 - September 30, 2011 P, E - March 8 - September 30, 2011. The minimum longevity payment will be \$350.

¹⁵ The FY 2010-11 PREMIUM payments (\$50 per pay period) projected for all full-time employees is based on 1 year from the date reduction became effective for each Bargaining Unit. The assumed dates premium pay will begin for each Bargaining Unit are: A - Premium pay is not anticipated until FY 2011-12 C, E, P - will receive pay adjustment 43/5C for Hazardous Duty pay equating to \$125 per pay period, in place of premium pay and was not suspended G, H - February 22 - September 30, 2011 D - April 5 - September 30, 2011 F - December 1, 2010 - September 30, 2011 K, M - Premium pay was never suspended, estimated payments from October 1, 2010 - September 30, 2011 L - November 16, 2010 - September 30, 2011

¹⁶ The Fringe costs are calculated on increased amounts based on the following percentages: Social Security - 0.062, MICA 0.0145, Retirement for Non-Risk Employees - 0.1077 and Special Risk Employees - 0.2325. The County's contribution toward Bargaining Union C group health plan will not be included in fringe cost estimates.

¹⁷ The Total does not include contractual savings (e.g. 5% Health Contribution).

¹⁸ Totals for Bargaining Unit A do not include estimate for the 1% pay supplement for union employees directly supervising AFSCME Local 121 employees, who are themselves receiving a 1% supplemental pay.

¹⁹ For Bargaining Units C, K and M, no estimates were calculated for potential payments of sick leave to annual leave conversion for employees with 20 years or more of service.

²⁰ For Bargaining Unit D, there is no cost estimate for the Absenteeism Incentive Pay of \$1,000 or potential cost of sick leave to annual leave conversion for employees with 20 years or more of service.