

# Memorandum



**Date:** July 23, 2009

Supplement to

**To:** Honorable Chairman Dennis C. Moss and  
Members, Board of County Commissioners

Special Item Nos: 2(A) & 2(B)

**From:** George M. Burgess  
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of George M. Burgess.

**Subject:** Supplemental Information on Resolution Approving and Ratifying Collective Bargaining Agreements between Miami-Dade County and Government Supervisors Association of Florida, OPEIU, Local 100, Professional and Supervisory Units

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It has been brought to my attention by the County Attorney that language contained in the collective bargaining agreements between Miami-Dade County and the Government Supervisors Association of Florida, OPEIU, Local 100, (GSAF) does not cover every possible scenario, however unlikely, whereby the Association would receive whatever wage adjustment, merit freeze and longevity bonus freeze every other County bargaining unit receives either as a result of agreement or through impasse resolution by the Board of County Commissioners. This scenario is limited to a bargaining unit accepting by agreement and not through impasse resolution the imposition of a freeze on merit increases and/or longevity bonuses.

I have been assured, and have attached a letter agreement to the effect, that the GSAF and the County mutually understood and intended that GSAF would accept whatever every other bargaining unit subsequently received either as a result of agreement or through impasse resolution, regarding wage adjustment, merit increases and longevity bonuses. The Association also maintains that this understanding and intent was conveyed to their members so that their ratification of the collective bargaining agreement was based on this understanding. I ask that the Board of County Commissioners accept the GSAF's assurances that this was their intent and that they will honor its commitment.



**GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA**  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 100, AFL-CIO

**3600 Red Road • Suite 405 • Miramar, Florida 33025**  
**(954) 920-0046 • Fax: (954) 920-0725 • (305) 477-9644 • Fax (305) 599-9675**  
**1-800-592-6617 • Fax: 1-800-592-6619**

Website: [gsaffocal100.org](http://gsaffocal100.org) • e-mail: [gsaf@bellsouth.net](mailto:gsaf@bellsouth.net) 

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July 20, 2009

Mr. George Burgess, County Manager  
Miami Dade County  
111 NW 1<sup>st</sup> Street, 29<sup>th</sup> Floor  
Miami, Florida 33128

Re: Letter of Understanding & Intent

Dear Mr. Burgess:

Please accept this letter written on behalf of the collective bargaining unit members of the Government Supervisors Association of Florida, OPEIU, Local 100, AFL-CIO (hereafter GSAF) relative to the recently ratified October 1, 2008 to September 30, 2011 collective bargaining agreements:

Collective Bargaining Agreement between Miami Dade County and the Government Supervisors Association of Florida, OPEIU, Local 100, AFL-CIO, Supervisory Employees: and

Collective Bargaining Agreement between Miami Dade County and the Government Supervisors Association of Florida, OPEIU, Local 100, AFL-CIO, Professional Employees,

It was the understanding and intent of the parties to the Agreements and as it was explained to all collective bargaining unit members of both units who voted for ratification for the above Agreements that the language of the following articles as it relates to application of the benefits described in Article 33 Entrance Pay Rates, Article 34 Wages and Article 42 Longevity, of both proposed and ratified contracts, relative to bargaining agreements to be concluded by other Miami Dade County or Public Health Trust collective bargaining units the language the parties intended and understood is as follows:

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**ARTICLE 33** **ENTRANCE PAY RATES** [1st paragraph last 2 sentences]

For all employees hired into the County Service or Public Health Trust on or after November 1, 1991, the entrance pay rate for all bargaining unit classifications shall be pay step 1 of the appropriate pay range provided in the Miami-Dade County or Public Health Trust Pay Plan. Progression from the entrance level pay of step 1 to step 2 shall be six (6) months (13 pay periods) based upon satisfactory or above satisfactory job performance. Progression from step 2 to the maximum step in the pay range shall be at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or above satisfactory job performance. In the event merit increases are eliminated, suspended or adjusted for any period of time during the term of this Agreement or as a result of impasse resolution by the Board of County Commissioners pursuant to Chapter 447 of the Florida Statutes, for all other Miami-Dade County bargaining units, excluding all Public Health Trust units, such elimination, suspension or adjustment shall apply to all employees within the bargaining unit covered by this Agreement. In such event, progression from any one pay step to the next pay step shall cease, be suspended or adjusted, as the case may be.

**ARTICLE 34** **WAGES** [Last paragraph only]

In the event that merit increases and/or longevity bonuses are eliminated, suspended or otherwise adjusted for any period of time during the term of this Agreement or as a result of impasse resolution by the Board of County

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Commissioners pursuant to Chapter 447 of the Florida Statutes, for all other Miami-Dade County bargaining units, excluding all Public Health Trust units, such elimination, suspension or adjustment shall apply to all employees within the bargaining unit covered by this Agreement.

**ARTICLE 42 LONGEVITY BONUS [Last paragraph only]**

In the event that longevity bonuses are eliminated, suspended or otherwise adjusted for any period of time during the term of this Agreement **or** as a result of impasse resolution by the Board of County Commissioners pursuant to Chapter 447 of the Florida Statutes, for all other Miami-Dade County bargaining units, excluding all Public Health Trust units, such elimination, suspension or adjustment shall apply to all employees within the bargaining unit covered by this Agreement.

The addition of the word "or" in bold of each of the paragraphs above addresses the full understanding and intent of both parties and by this letter the GSAF on behalf of both its Supervisory and Professional Bargaining Units intends to be bound by the above language and with your Agreement would request that the ratified contracts be submitted to the Board of County Commissioners for their approval with above understood and intended language changes.

Thank you for your continued cooperation.

Sincerely,



Greg Blackman, President, GSAF, OPEIU, Local 100, AFL-CIO

cc: Mark Deutsch, Director of Employee and Labor Relations Miami-Dade County  
Human Resources