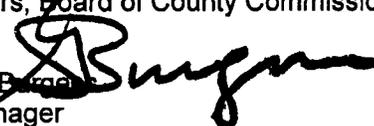


Memorandum



Date: April 6, 2010

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

From: George M. 
County Manager

Subject: Recommendation for Resolving the Collective Bargaining Impasse between Miami-Dade County and the Transport Workers Union, Local 291

Agenda Item No. 9(A)(7)

Recommendation

It is recommended that the Board of County Commissioners resolve the Collective Bargaining Impasse between Miami-Dade County and the Transport Workers Union, Local 291, by accepting the attached proposed Article I.6 Wages, Article VII.1 Base Wages, Article VII.2 Long Service Pay Premiums, Article VII.7 Allowances-All Bargaining Unit Employees, Article I.11 Term of Agreement and Reopening, and Article VII.16 Group Insurance & Health Maintenance Organization, for the successor 2008 to 2011 Collective Bargaining Agreement between Miami-Dade County and the Transport Workers Union, Local 291, such Articles attached as Exhibit 1.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

If this item is approved by the Board and subsequently ratified by the TWU bargaining unit membership, implementation of the provisions included in the attached articles submitted for impasse resolution will save the County \$21.423 million as compared to continuation of the status quo with respect to all elements of the provisions except for the cost of living adjustments. When comparing the cost of living adjustments included in these provisions with the previous three year agreement, that savings increases to \$42.929 million. The positions covered by the agreement are included in Miami-Dade Transit, and supported by both general fund and proprietary revenues. If this item is not ratified by the TWU membership, the status quo is adopted as of the date of the approval by the BCC. Impacts of elements applicable to the third year of the contract period, including the wage adjustment (\$1.231 million), would be subject to negotiations.

Track Record/Monitor

The Human Resources Department and the Director of Employee and Labor Relations monitors and oversees the administration of the County's collective bargaining agreements.

Background

Although the County and the Transport Workers Union (TWU) had reached an impasse in collective bargaining last year, continued negotiations with the TWU produced an agreement that was submitted by the Union to its membership for ratification on February 26, 2010. While this agreement contained provisions similar to those accepted by most every other of the County's bargaining units, the agreement was not ratified by a majority of the membership.

On November 20, 2009, the County and the TWU had settled pending legal proceedings, agreeing to cancel the scheduled hearing before a Public Employees Relations Commission Special Magistrate and to continue negotiations in a good faith effort to reach a mutually acceptable agreement. The settlement also provided that, in the event the parties were unable to reach an agreement, the County and the TWU would proceed directly to the Board of County Commissioners, as authorized by Florida law. As such, we are presenting to the Board our recommendations for resolving the impasse now existing between the parties. Because we are in the insulated period between waiver of the special magistrate hearing and final resolution of the impasse by the Board, representatives of the union and representatives of the administration are unable to exchange ex-parte communications with members of the Board or their staffs in advance of the hearing.

Under Florida law, the action taken by the Board will be presented to the bargaining unit members for another ratification vote. A successful ratification vote will result in a new three-year successor collective bargaining agreement. If the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board would only apply to the first fiscal year of the agreement. In such event, the terms and provisions of the first fiscal year of the agreement become the status quo and remains in effect until changed through subsequent negotiation and settlement or through further impasse hearings.

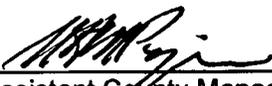
The administration's recommendation is similar to those accepted in our successful negotiations with most of the County's unions, which resulted in new three-year agreements approved by the Board over the last month. They include, for the first year of the agreement, a 5 percent contribution of base salaries toward the County's cost of providing group health insurance coverage, a one-year freeze on merit and longevity increases and longevity bonuses, and a one-year freeze on flex dollar contributions and the \$50 biweekly premium pay, both subject to a reopener based on economic conditions. As with our other agreements, a 3 percent wage adjustment is recommended for the third year of the agreement, but this will only result if the union ratifies the Board's action. Otherwise, the first-year wage provisions would continue until further action is taken.

Also included are two memoranda of understanding, one providing for a one-time incentive bonus for a successful cost-saving reduction in absenteeism, the other agreeing that no bargaining unit members would suffer a layoff action through the term of the agreement, September 30, 2011. The specific articles and memoranda recommended for impasse resolution are attached. The County's commitment to these side agreements – like the offer of the 3 percent increase – requires the Union members to accept the three-year agreement.

From the outset of these negotiations, we have insisted upon being fair to all County unions. To maintain that fairness, it is our intent that employees represented by TWU will contribute to the cost of providing group health coverage as if that contribution had begun on February 22nd, as it did for other unions that agreed to new contracts. Therefore, the actual contribution of employees represented by TWU will be greater than 5 percent through the end of FY 2009-10 in order to compensate for the later resolution of their situation. This is simply a matter of fairness and is clearly not punitive – in FY 2010-11, employees represented by TWU would revert to a 5 percent contribution. While it is regrettable that the Union and the County could not amicably agree to a new contract, the contribution to group health insurance coverage and suspension of other incentives is substantially identical to concessions made by police officers, firefighters, aviation workers, solid-waste employees and a wide range of other employees who are represented by the six bargaining units whose contracts were approved by the Board earlier this year.

Timely and fair resolution of TWU's agreement is vital to the County's overall budget. As the Board is aware, the FY 2009-10 budget contemplated lower personnel spending equivalent to 5 percent of salaries plus the elimination of longevity, flex and premium pay. Delays in finalizing union agreements have already required an additional round of service cuts and job reductions, as detailed in my memorandum of February 25. The need for further eliminations can be mitigated by adopting this impasse resolution.

To reiterate a most critical point: three of the County's concessions that would be most advantageous to the employees represented by TWU – a 3 percent wage increase in July 2011, a no-layoff commitment and the incentive-bonus program – all require the membership to ratify the Board's action, which is identical to the negotiated proposal that was rejected by the Union last month. Without ratification, the first-year terms will remain in place until further action is taken, and those three benefits to employees represented by TWU will not be guaranteed.


Assistant County Manager



MEMORANDUM

(Revised)

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

DATE: April 6, 2010

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 9(A)(7)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(7)
4-6-10

RESOLUTION NO. _____

RESOLUTION RESOLVING COLLECTIVE BARGAINING
IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE
TRANSPORT WORKERS UNION, LOCAL 291

WHEREAS, Miami-Dade County and the Transport Workers Union, Local 291, have negotiated for a reasonable period of time on a successor collective bargaining agreement to the agreement that expired September 30, 2008; and

WHEREAS, the parties have reached an impasse in their negotiations; and

WHEREAS, the parties have jointly agreed in writing to waive the appointment of a special magistrate and proceed directly to resolution of the impasse by the Board of County Commissioners; and

WHEREAS, this Board has conducted a public hearing at which the parties were required to explain their positions regarding the impasse in negotiations; and

WHEREAS, this Board, pursuant to Fla. Stat. Sec. 447.403, is required to take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve the disputed impasse issues; and

WHEREAS, the issues at impasse are wages, merit pay increases and longevity bonuses, flex dollar benefits, and premium pay,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Mayor's recommendations for settling the collective bargaining impasse for the reasons set forth in the County Mayor's Memorandum. The County Mayor and the Transport Workers Union, Local 291 shall reduce to writing an agreement which includes those issues

previously agreed to by the parties and the disputed impasse issues resolved herein. The written agreement shall be signed by the County Mayor and submitted to the bargaining unit for signature and ratification. If the bargaining unit fails to ratify the agreement, the action taken in this resolution shall take effect as of the date of this resolution and shall be effective for the first fiscal year that was the subject of negotiations (October 1, 2008 to September 30, 2009).

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	
Jose "Pepe" Diaz, Vice-Chairman	
Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of April, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

l.k.

Lee Kraftchick

6

MEMORANDUM OF UNDERSTANDING
Between
MIAMI-DADE TRANSIT (MDT)
and the
TRANSPORT WORKERS UNION (TWU),
LOCAL 291

Subject: (TWU) Exemption from Layoffs

This document constitutes an agreement between Miami Dade Transit ("MDT") and Transport Workers Union, Local 291, AFL-CIO ("TWU"), in efforts to ratify the October 1, 2008 – September 30, 2011, Collective Bargaining Agreement between Miami-Dade County and Transport Workers Union, Local 291.

THEREFORE, IT IS STIPULATED AND AGREED:

1. MDT will not layoff any bargaining unit employee from the TWU bargaining unit for the duration of the Collective Bargaining Agreement between Miami-Dade County and Transport Workers Union, Local 291, October 1, 2008 – September 30, 2011. (Employees in Temporary positions shall be excluded from this provision.)
2. "Layoff" is defined as the elimination of a position due to reorganization of work or lack of funds which results in a TWU employee being separated from the TWU bargaining unit.
3. "Bumping" is defined as the action that occurs when an employee with a higher retention score exercises his/her classified service rights to a filled position and displaces an employee with a lower retention score.
4. Both parties agree that employees who have classified service rights to positions in TWU will be allowed to exercise their bumping rights to TWU classifications , even if the layoff action is a result of a layoff action initiated in a different bargaining unit or non-bargaining unit .
5. It is agreed that TWU staffing levels at MDT will not be reduced as a result of any layoff action by another bargaining unit for the duration the October 1, 2008 – September 30, 2011, Collective Bargaining Agreement between Miami-Dade County and Transport Workers Union, Local 291, and if it is necessary to eliminate a higher level position within the TWU bargaining unit or an employee is bumped from a TWU position and there is no available TWU position to which the

employee can exercise rights or be placed, MDT will create an overage position to avoid any layoff action.

6. MDT and TWU agree that these actions are not precedent setting and will have no bearing on future layoffs beyond September 30, 2011.

Signed on behalf of:

Miami-Dade Transit

TWU Local 291

Harpal Kapoor
MDT Director

Francisco Garcia
TWU President

Date

Date

Human Resources,
Employee & Labor Relations

TWU Local 291

Angela Maher, Director of Human Resources

Date

Date

Collective Bargaining Agreement Proposal - Attendance

This agreement dated February____, 2010 is entered into by and between Miami-Dade County (the "County") and Miami-Dade Transit ("MDT") (collectively the "Employer"), on the one hand, and the Transport Workers Union, Local 291, AFL-CIO ("TWU"), on the other.

WHEREAS, the parties recognize that recurring and excessive absenteeism is exceptionally disruptive to MDT work schedules, detracts dramatically from service levels to the public, and is extremely costly to MDT; and

WHEREAS, as attendance improves so does the overall performance of our transit services, and TWU wishes to work with the Employer to aggressively identify and address the underlying causes of absenteeism within MDT; and

WHEREAS, the parties wish to bring absenteeism levels of classifications falling under the TWU collective bargaining agreement below the prior three year average level of 19.9%, which all parties recognize would result in significant cost reduction to the Employer;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED THAT:

1. TWU and the Employer will work together to resolve employee absenteeism issues in the spirit of cooperation and to use all available in-house, and/or third party resources where feasible to identify and counsel employees as necessary. The TWU will assume primary responsibility, including through the MAP program or other programs, for assisting employees.
2. To recognize such significant cost reductions to the Employer, all full-time and part-time employees in all TWU classifications will be granted incentive pay to be paid one year from the effective date of this agreement provided the absenteeism level at that time for TWU classifications is reduced below the current level (19.9%), in accordance with the chart below.

Achieved Absenteeism Levels	Incentive Pay Amounts
16.9% or less	\$1000
Less than 17.9% but greater than 16.9%	\$501 - \$999 prorated
Equal to 17.9%	\$500
Greater than 17.9%	0

Any reduction that achieves an overall absenteeism rate below 17.9%, but greater than 16.9%, will result in a corresponding proportionate reduction in the incentive pay. Should the absenteeism fall between 16.9% and 17.9%, the following formula shall be utilized in determining the amount of prorated incentive:

- $19.9 - (\text{absentee rate at end of one year term}) = X$
- $500 + [500 * (X - 2)] = \text{Prorated Incentive Amount}$

Example – An absenteeism rate at the end of the agreement of 17.4% would amount to \$750 in incentive pay per eligible employee.

3. Absenteeism is defined as including all Payroll Attendance Record (PAR) codes listed on the attached Exhibit 1.
4. This agreement shall remain in effect for one year from the date of this agreement. It is understood that if the level of absenteeism is successfully reduced in one year to a level lower than 16.9%, the Employer will consider entering into a successor agreement for an additional year, with consideration given to the level of cost savings resulting from such reduction.
5. Employees will be deemed eligible for participation if they are in a classification covered by the TWU collective bargaining agreement and have served in the bargaining unit for a minimum of 9 pay periods during the year comprising the term of the agreement. Employees who serve in the bargaining unit for less than 9 pay periods and employees who separate from County service during the term of the agreement shall not be eligible.
6. MDT will provide TWU monthly attendance reports.

For Miami-Dade County

George M. Burgess, County Manager

For TWU Local 291

Francisco Garcia, TWU Local 291 President

Harpal S. Kapoor, MDT Director

Exhibit 1
Miami-Dade Transit
Payroll Attendance Record (PAR) Codes for Measuring Absenteeism

Scheduled (Anticipated) Leave		Unscheduled (Unanticipated) Leave	
Leave Description	Payroll Code	Leave Description	Payroll Code
Administrative Holiday	AH	Annual leave (injury)	AI
Administrative Leave	AD	Administrative Family	DF
Administrative leave (BU-D)	PM	Annual family	AF
Annual	A	Annual to sick	AQ
Birthday holiday	BH	Birthday holiday (lost)	BW
Compensatory	C	BOS- Late without pay	WL
Court Time	CT	BOS Without pay code	WA
Court Witness	CW	BOS- Without pay code	WS
Educational	E	Compensatory Family	CF
Extraordinary assignment	EA	Compensatory injury	CI
Failed Physical	FP	Day of accident	DA
Floating holiday	FH	Funeral	F
Holiday	H	Funeral emergency	FE
Holiday Leave (used)	HJ	Holiday family	YF
Jury duty	J	Holiday leave (injury)	HI
Military active	MA	Holiday leave for sick	HQ
Military reserve	MR	Holiday without pay	HW
Pollworker	PL	Injury no pay	DW
Suggestion award	SA	Job Injury	D
Union activity	Y	Less than 20% disability	WD
		Relieved of duty	R
		Sick	S
		Sick emergency	SE
		Sick family	SF
		Sick injury	SI
		Sick Pool	SP
		Sick without	SW
		Special sick pool (caring for someone else)	LP
		Suspension	X
		Unanticipated annual (MDT)	UA
		Unanticipated compensatory (MDT)	UC
		Unanticipated holiday (MDT)	UH
		Unanticipated leave without pay (MDT)	UW
		Unauthorized	U
		Unauthorized (no call)	UN
		Without family	WF
		Without pay	W
		Worker's compensation leave	WC
		Workers' compensation without pay	WW

ARTICLE I.6 WAGES

• First Year 2008 – 2009

Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall be required to contribute five percent (5%) of base wages toward the cost of coverage for group health insurance. This provision shall supersede any conflicting provision of Article VII.16, Group Health Insurance.

• Second Year 2009 - 2010

Employees in bargaining unit classifications shall not receive a wage adjustment for fiscal year 2009-10.

• Third Year 2010 - 2011

Effective the beginning of the first pay period in July 2011, all employees in bargaining unit classifications shall receive a three percent (3%) wage increase.

For all employees hired into the County Service on or after October 13, 1992, the entrance pay rate for bargaining unit classifications shall be step 1 of the appropriate pay range. For such newly hired employees progression from step 1 to step 2 shall be after six (6) months (13 pay periods) for full-time employees or upon completion of 1,040 work hours for part-time employees, and shall also be contingent upon satisfactory performance. Progression from pay step 2 to the maximum pay step (step 9) in the pay range excluding longevity steps shall be at one (1) year (26 pay periods) intervals thereafter for full-time employees or upon completion of 2,080 work hours for part-time employees, and shall be contingent upon satisfactory performance.

Any employee who is promoted to another position within the bargaining unit, without first having to serve a trainee period, will immediately be paid at the appropriate promotional step, which is determined by date of hire: (1) prior to October 14, 1986; (2) on or after October 14, 1986, through October 12, 1992; inclusive; and (3) on or after October 13, 1992.

Employees originally and continuously hired prior to October 14, 1986, have a five (5) step salary range; steps five (5) through nine (9), exclusive of longevity steps. For such

employees progression from step 5 to step 6 shall be after six (6) months (13 pay periods), and shall also be contingent upon satisfactory performance. Progression from pay step 6 to the maximum pay step (step 9) in the pay range excluding longevity steps shall be at one (1) year (26 pay periods) intervals thereafter, and shall be contingent upon satisfactory performance.

Employees originally and continuously hired on or after October 14, 1986, through October 12, 1992, inclusive, shall have an eight (8) step salary range; steps two (2) through nine (9) exclusive of longevity steps. For such employees' progression from step 2 to step 6 shall be at six (6) month (13 pay periods) intervals, and shall also be contingent upon satisfactory performance. Progression from pay step 6 to the maximum pay step nine (9) in the pay range excluding longevity steps shall be at one (1) year (26 pay periods) intervals thereafter, and shall be contingent upon satisfactory performance.

Effective the beginning of the last pay period in September 2009, progression from any one pay step to the next pay step, merit increases and longevity increases shall be suspended. Effective one year from the beginning of such suspension, progression from any one pay step to the next pay step, merit increases and longevity increases shall be restored prospectively only. If the effective date of such suspension is delayed for whatever reason, whether by operation of law or by action of the Board of County Commissioners, such suspension shall run for a full one-year period from the time the suspension actually goes into effect.

Unless otherwise modified by this agreement, the pay range and step progression shall remain the same as provided in the 1990-1991 Miami-Dade County Pay Plan for bargaining unit employees hired prior to October 13, 1992. In the event the parties negotiate or the County Commission imposes a change in pay rates, the Pay Plan will be amended accordingly.

ARTICLE I.11 TERM OF AGREEMENT AND REOPENING

This Agreement shall be effective October 1, 2005, and shall remain in force through September 30, 2008, upon ratification by the parties.

In the event that during the term of this agreement (October 1, 2005, through September 30, 2008) 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 I.6, Wages, the Union will have the right to request the reopening of negotiations with respect to Article I.6, Wages, only. The County has the right to re-open this agreement to discuss issues related to the implementation of the Enterprise Resource Planning (ERP) for a new countywide Human Resource (HR) System. The purpose of this re-opener is to be able to address changes in the business processes used to perform certain personnel and payroll transactions in order to adapt to the functional requirements of the new HR system. The County agrees that it cannot unilaterally implement changes that would conflict with the terms of this collective bargaining agreement.

During the term of this Agreement, the County shall have the right to reopen this Agreement with respect to performance based compensation projects, classification consolidation studies, or the County Pay Plan redesign. The County agrees that it cannot unilaterally implement changes that would conflict with the terms of this collective bargaining agreement.

The County has the right to reopen Article VII.7, Allowances-All Bargaining Unit Employees, and Article VII.16, Group Insurance & Health Maintenance Organization, on the basis of economic conditions, by written notice to the Union no later than 60 days prior to the effective date of the restoration of those provisions.

Either party may require by written notice to the other between June 1, 2008, and not later than June 30, 2008, negotiations concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 2008.

ARTICLE VII.1 BASE WAGES

The hourly rates agreed to by the parties are a result, in part, of negotiated contractual changes that will enable MDTA to affect certain efficiencies, economies, and productivity improvements during the term of the Agreement.

All Bus Operators shall progress from the minimum to the maximum of the salary range in one-year increments of five percent (5%) contingent upon annual satisfactory or higher Performance Evaluation Reports in the Bus Operator classification. The Bus Operator Trainee rate shall be five percent (5%) below the minimum rate of pay for Bus Operator, as determined by the Employee Relations Department. Effective the beginning of the last pay period in September 2009, progression through the pay range and merit increases shall be suspended. Effective one year from the beginning of such suspension, progression through the pay range and merit increases shall be restored prospectively only. If the effective date of such suspension is delayed for whatever reason, whether by operation of law or by action of the Board of County Commissioners, such suspension shall run for a full one-year period from the time the suspension actually goes into effect.

ARTICLE VII.2 LONG SERVICE PAY PREMIUMS

A. Service in Grade Pay

Employees will receive additional pay step increments for continuous service in the same classification as described below:

1. Advancement to Longevity Step 1 may be made after completion of five (5) years service at the maximum rate of the salary range. Such advancement will be one pay step beyond the normal maximum rate.
2. Advancement to Longevity Step 2 may be after completion of five (5) consecutive years of service at Longevity Step 1 of the salary range. Such advancement will be made one pay step beyond Longevity Step 1.
3. Longevity increases may be granted, deferred, or denied in accordance with the merit concept.
4. Employees classified as Bus Hostlers, Bus Mechanic Helper or Bus Body Mechanic/Painter Helper as of October 1, 1978 and who are later promoted to Bus Mechanic, Bus Body Mechanic/Painter, Bus Maintenance Clerk, Bus Stock Clerk, Transit Facilities Mechanic will be placed, upon promotion, at a pay step which will provide for advancement of Longevity Step 2 within eleven and one-half years from the date of promotion assuming satisfactory or above performance ratings.

Effective the beginning of the last pay period in September 2009, progression from any one pay step to the next pay step, merit increases and longevity increases shall be suspended. Effective one year from the beginning of such suspension, progression from any one pay step to the next pay step, merit increases and longevity increases shall be restored prospectively only. If the effective date of such suspension is delayed for whatever reason, whether by operation of law or by action of the Board of County Commissioners, such suspension shall run for a full one-year period from the time the suspension actually goes into effect.

B. Longevity Bonus Award

Employees with fifteen (15) years of continuous uninterrupted County service shall receive an annual longevity bonus in accordance with the following schedule:

Years of Completed Full-time Continuous County Service	Percentage Payment of Base Salary
15	1.5%
16	1.6%
17	1.7%
18	1.8%
19	1.9%
20	2.0%
21	2.1%
22	2.2%
23	2.3%
24	2.4%
25	2.5%
26	2.6%
27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%

Effective the beginning of the last pay period in September 2009, the payment of longevity bonuses shall be suspended. Effective one year from the beginning of such suspension, the payment of longevity bonuses shall be restored prospectively only. If the effective date of such suspension is delayed for whatever reason, whether by operation of law or by action of the Board of County Commissioners, such suspension shall run for a full one-year period from the time the suspension actually goes into effect.

ARTICLE VII.7 ALLOWANCES- ALL BARGAINING UNIT EMPLOYEES

In addition to base pay, all bargaining unit employees shall be entitled to receive the following specific allowances:

All bargaining unit employees will receive a \$50.00 biweekly pay supplement. Effective the beginning of the last pay period in September 2009, the \$50 biweekly supplement shall be suspended. The \$50 biweekly supplement shall be restored one year after the beginning of such suspension prospectively only, subject to the reopener clause based on economic conditions provided in Article I.11. If the effective date of such suspension is delayed for whatever reason, whether by operation of law or by action of the Board of County Commissioners, such suspension shall run for a full one-year period from the time the suspension actually goes into effect.

	PURPOSE	AMOUNT
*1.	Periodic County Medical Examination (Frequency and scope of examination to be determined by M.D.T.)	Two (2) hours base pay or actual time spent, if conducted during off duty hours.
*2.	M.D.T. Promotional Examination	Time necessary for taking examination. Arrangement must be made at least two days in advance.)

(*) Overtime premium will not apply to these allowances.

ARTICLE VII.16 GROUP INSURANCE & HEALTH MAINTENANCE ORGANIZATION

The County's contribution for group insurance shall not exceed the amount it contributes toward single employee coverage and no contribution shall be made for dependent coverage.

The parties agree that bargaining unit employees will be afforded the opportunity to become members of ~~a~~ qualified the County's self-insured Health Maintenance Organization pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto ~~prescribed by the County and the qualified H.M.O.~~

If the County implements a flexible benefits program, the parties agree that bargaining unit employees will be offered the opportunity to participate pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the employer and the Internal Revenue Code.

- (1) The County's Group Health Insurance Plan will ~~be~~ include a Point of Service/Managed Health Care Group Insurance Plan.
- (2) The County will provide a \$5.00 biweekly Flex dollar contribution to ~~the Flexible Benefits Plan~~ to employees enrolled in ~~the JMH Health Plan HMO or the individual practice association model HMO currently administered by AV-MED~~ a High Option HMO Plan.
- (3) The County will provide a \$10.00 biweekly Flex dollar contribution to ~~the Flexible Benefits Plan~~ to employees enrolled in ~~the group/staff model HMO with the lowest employer contribution per employee~~ a Low Option HMO Plan.
- (4) The County will provide an annual \$1,000 Flex dollar contribution ~~to the Flexible Benefits Plan~~ paid in biweekly increments for County employees eligible for group health insurance ~~or the Flexible Benefits Plan~~ coverage.

- (5) All employees enrolled in the County's Point of Service/Managed Health Care Group Insurance Plan shall be required to pay three percent (3%) of the cost of single coverage of this plan.

Effective the beginning of the last pay period in September 2009, the County's contributions to the Flexible Benefits Plan shall be suspended. Such contributions previously provided shall be restored one year from the beginning of such suspension prospectively only, subject to the reopener clause based on economic conditions provided by Article I.11. If the effective date of such suspension is delayed for whatever reason, whether by operation of law or by action of the Board of County Commissioners, such suspension shall run for a full one-year period from the time the suspension actually goes into effect.