

ADD ON

Agenda Item No. *4E1*

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

*TIMB 7-0
R-2015-0749*

AGENDA ITEM SUMMARY

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Meeting Date: June 2, 2015 Consent Regular
 Ordinance Public Hearing

Department: Palm Tran

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I. EXECUTIVE BRIEF

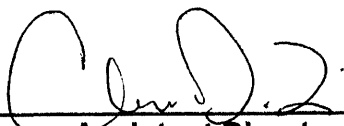
Motion and Title: Staff recommends motion to approve: A Memorandum of Agreement modifying Article 45 of the Labor Management Agreement between Palm Tran, Inc. and Palm Beach County, as joint employers, and Local Union 1577 of the Amalgamated Transit, A.F. of L. – C.I.O. – C.L.C. (ATU).

Summary: At the request of the ATU, the previously scheduled May 27, 2015 Impasse Hearing was cancelled and the collective bargaining representatives met to conclude negotiations for the sole purpose of wage adjustments that would become effective during FY 2015. The Memorandum of Agreement incorporating all the agreed upon wage adjustments was ratified by the ATU on May 29, 2015. This Agreement covers wage adjustments for FY 2015 only and establishes a timeline for implementation. The Agreement allows for bus operators who are not at the top rate of pay and have been employed for at least one (1) year to advance one (1) step progression. Those hired prior to April 1, 2014 will progress on the first full pay period following April 1, 2015. Those hired after April 1, 2014 will progress on the first full pay period including September 30, 2015. Bus operators at top rate of pay and maintenance personnel will receive a 1% wage rate increase effective the first full pay period following October 1, 2014 and 1% the first full pay period following April 1, 2015, respectively. The associated costs are included in Palm Tran’s approved FY 2015 budget. Countywide (DR)

Background and Justification: The current Labor Management Agreement, covering the three (3) year period of October 1, 2013 through September 30, 2016 was ratified by the BCC on April 15, 2014. It allows for the re-opening of Article 45, Wages and Other Pay by either party in FY 2015 and 2016 for the sole purpose of negotiating wage adjustments that would become effective during those years, respectively. Palm Tran and ATU began negotiation for the FY 2015 wage adjustments in August 2014 and reached a tentative agreement on May 27, 2015.

Attachment:

- 1. Memorandum of Agreement
- =====

Recommended By:  5/28/15
 Assistant Director Date

Approved By:  5-28-15
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Grant Expenditures					
Operating Costs	\$545,135	\$981,149	\$981,149	\$981,149	\$981,149
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$545,135	\$981,149	\$981,149	\$981,149	\$981,149
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes X No _____
 Budget Account No.: Fund 1340 Dep't. 540 + 543 Unit Various
 Object Various Program _____ Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: [Signature]
 John Murphy, Finance Manager

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature]
 OFMB 5/29

[Signature] 5/29/15
 Contract Dev. and Control

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

R2015-0749

Memorandum of Agreement
Modifying Article 45 of the Labor Management Agreement between
Palm Tran, Inc. and Palm Beach County, as joint employers, and
Local Union 1577 of the Amalgamated Transit, A.F. of L. - C.I.O. - C.L.C.
(Wage Adjustments for FY 2014-15)

The parties to this Memorandum of Agreement agree that Article 45 of the Labor Management Agreement between Palm Tran, Inc. and Palm Beach County, as joint employers, and Local Union 1577 of the Amalgamated Transit, A.F. of L. - C.I.O. - C.L.C. is deleted in its entirety and replaced with the Impasse Resolution Proposal document attached hereto and labeled as Article 45 Wages and Other Pay.

In Witness Whereof, the parties hereto have caused this Memorandum of Agreement to be executed and signed by their duly authorized representatives this 27 day of MAY, 2015.

Amalgamated Transit Union A.F. of L.-
C.I.O. - C.L.C. Local 1577

By: Dwight Mattingly
Dwight Mattingly, President

By: Frank Stoyan
Secretary

PalmTran, Inc.

By: Robert Weisman
Robert Weisman, President

By: Shannon LaRocque
Shannon LaRocque,
Assistant County Administrator &
Interim Executive Director, Palm Tran

Ratified by the Amalgamated Transit Union A.F. of L. - C.I.O. - C.L.C. Local 1577 on the 29 day of May, 2015.

Attest:

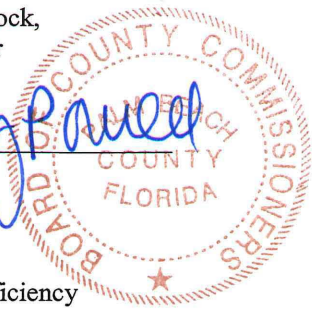
By: Dwight Mattingly
Dwight Mattingly, President

By: Frank Stoyan
Secretary

Ratified by the Palm Beach County Board of County Commissioners this JUN 02 2015 day of JUN, 2015.

Attest: Sharon R. Bock,
Clerk & Comptroller

By: Nancy Powell
Deputy Clerk



Board of County Commissioners of
Palm Beach County, Florida

By: Shelley Vana
Shelley Vana, Mayor

Approved as to
Form and Legal Sufficiency

[Signature]
County Attorney

Approved as to
Terms and Conditions

Shannon LaRocque
Shannon LaRocque, Asst. County Admin &
Interim Executive Director, Palm Tran

**ARTICLE 45
WAGES AND OTHER PAY**

SECTION 1. WAGES: Wages for Bargaining Unit employees during the term of this AGREEMENT shall be in accordance with the provisions set forth below.

Wage Schedule

BUS OPERATORS

Years of Service		<u>10/14</u>	<u>4/15</u>
Under 1 year of service	<u>Step 1</u>	\$13.669	\$13.669
Over 1 year, less than 2	<u>Step 2</u>	\$14.400	\$14.400
Over 2 years, less than 3	<u>Step 3</u>	\$16.054	\$16.054
Over 3 years, less than 4	<u>Step 4</u>	\$17.179	\$17.179
Over 4 years, less than 5	<u>Step 5</u>	\$19.687	\$19.687
Top Rate (after 5 years)	<u>Step 6</u>	\$23.370 *\$23.604*	\$23.840*

		<u>10/14</u>	<u>4/15</u>
MAINTENANCE			
Maintenance Technicians	\$26.010 **	\$26.270*	\$26.533*
Technician Trainee	\$24.197 **	\$24.439*	\$24.683*
Paint & Body Specialist	\$26.010 **	\$26.270*	\$26.533*
Utility Workers (After 10/1/91)	\$14.866 **	\$15.015*	\$15.165*
Storekeepers	\$18.937	\$19.126*	\$19.317*

~~*This hourly rate includes a 3% increase above the prior Agreement's Top Rate.~~
~~**This hourly rate includes a 3% or \$0.60 increase, whichever is greater, above the rates established under the prior Agreement. *These wage rates will be effective the first full pay period following October 1, 2014 and the first full pay period following April 1, 2015, respectively.~~

- A.
1. Bus Operators who were hired prior ~~October 1, 2012~~ to April 1, 2014 and who are not being paid at the ~~Top step Rate~~ of the Wage Schedule above will be advanced one step level only to the next highest step wage rate in the Wage Schedule above. Bus Operators will not be advanced more than one step level, from their current step level, even if their years of experience correspond to a higher step in the Wage Schedule wage level. This step advancement will be effective the first full pay period following April 1, 2015.
 2. Bus Operators who were hired after April 1, 2014 and who are not being paid at the top step of the Wage Schedule above, and who have completed one year of service as of September 30, 2015, will be advanced one step only to the next highest step in the Wage

ATU 

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Impasse Resolution Proposal

Schedule above. Bus Operators will not be advanced more than one step from their current step, even if their years of experience correspond to a higher step in the Wage Schedule. This step advancement will be effective the first full pay period including September 30, 2015.

~~Bus Operators who were hired prior to October 1, 2011 and who are not being paid at the Top Rate of the Wage Schedule above will be advanced one additional level (beyond Article 45, A1) only to the next highest wage rate in the Wage Schedule above. Bus Operators in this group will not be advanced more than one level from the rate achieved in Article 45, A1, even if their years of service correspond to a higher wage level.~~

3. The wage rate for each Maintenance bargaining unit position will be, reflected in the Wage Schedule above.
4. Retroactive payments under this Article will be made no later than the third (3rd) full pay period following ratification by the Palm Beach County Board of County Commissioners.

B. The hourly rate for all storekeeper employees will be the rate of ~~\$18.937~~ as reflected in the Wage Schedule above.

C. This Article may be re-opened based on a sixty (60) day notification period by either party in FY2014-15 and in FY2015-16 for the sole purpose of negotiating wage adjustments that would become effective during those years, respectively. No other issues may be introduced into such negotiations, and all other provisions of this AGREEMENT shall continue in full force and effect during such negotiations.

D. Notwithstanding the contents of the wage table in section 1, wage and/or step increases or advancements beyond FY2013-14 will be determined through the collective bargaining process.

SECTION 2. LEAD WORKER PAY: Maintenance Technicians working as a Lead Worker will receive their current hourly wage plus \$ 1.00 per hour for all hours worked as a "Lead Worker".

SECTION 3. MAINTENANCE TECHNICIAN CERTIFICATION PAY: During the first two (2) years of this contract, Maintenance Technicians who receive (or who have previously received) 608 and 609 Air Conditioning Certification, will receive a one (1) time lump sum incentive of \$ 50.00 per certification obtained.

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