

Agenda Item No.

5C-1

PB/MB 7-0

2015-1076

AGENDA ITEM SUMMARY

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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, Palm Tran commenced negotiations in June 2015 for the sole purpose of wage adjustments that would become effective during FY 2016. On July 14, 2015, ATU and Palm Tran tentatively agreed to certain wage adjustments. The Memorandum of Agreement incorporating all the agreed upon wage adjustments was ratified by the ATU on July 17, 2015. This Agreement covers wage adjustments for FY 2016 only. The Agreement allows for bus operators who are at the top rate of pay (Step 6) and maintenance personnel to receive a 3% wage rate increase. Bus operators not at the top rate of pay will receive wage rate increases as follows: Step 1 - 4%, Step 2 - 4.5%, Step 3 - 5%, Step 4 - 5.5%, Step 5 - 6%. The Agreement does not include any step progression for bus operators who are not at the top rate of pay. The associated costs are included in Palm Tran's proposed FY 2016 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 or 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 2016 wage adjustments in June 2015 and reached a tentative agreement on July 14, 2015.

1. Memorandum of Agreement

Approved By: Sharon B. B. 7-27-15
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Grant Expenditures					
Operating Costs	\$817,645	\$817,645	\$817,645	\$817,645	\$817,645
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$817,645	\$817,645	\$817,645	\$817,645	\$817,645
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Proposed Budget? Yes X No
Budget Account No.: Fund 1340 Dep't. 540 Unit 510
Object 1201 Program Reporting Category

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

C. Departmental Fiscal Review:


Finance Manager

III. REVIEW COMMENTS

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

Shen Bm
OFMB 50
29 759

for Barbara Wheeler 7-29-15
Contract Dev. and Control

B. Legal Sufficiency:


Assistant County Attorney 7/30/15

C. Other Department Review:

Department Director

R2015-1076

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 FY2015-16)

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 ATU Counterproposal 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 14 day of July, 2015.

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

By: [Signature]
Dwight Mattingly, President

By: [Signature]
Frank Stanzione, Secretary

PalmTran, Inc.

By: [Signature]
Robert Weisman, President

By: [Signature]
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 17 day of _____, 2015.

Attest:

By: [Signature]
Dwight Mattingly, President

By: [Signature]
Frank Stanzione, Secretary

AUG 18 2015

Ratified by the Palm Beach County Board of County Commissioners this ____ day of July, 2015.

Attest: Sharon R. Bock,
Clerk & Comptroller

By: [Signature]
Deputy Clerk

Board of County Commissioners of
Palm Beach County, Florida

By: [Signature]
Shelley Vana, Mayor

Approved as to
Form and Legal Sufficiency

[Signature]
County Attorney

Approved as to
Terms and Conditions

[Signature]
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

	10/14	4/15	10/15
Step 1	\$13.669	\$13.669	\$14.216*
Step 2	\$14.400	\$14.400	\$15.048*
Step 3	\$16.054	\$16.054	\$16.857*
Step 4	\$17.179	\$17.179	\$18.124*
Step 5	\$19.687	\$19.687	\$20.868*
Step 6	\$23.604*	\$23.840*	\$24.555*

MAINTENANCE

	10/14	4/15	10/15
Maintenance Technicians	\$26.270*	\$26.533*	\$27.329*
Technician Trainee	\$24.439*	\$24.683*	\$25.423*
Paint & Body Specialist	\$26.270*	\$26.533*	\$27.329*
Utility Workers (After 10/1/94)	\$15.015*	\$15.165*	\$15.620*
Storekeepers	\$19.126*	\$19.317*	\$19.897*

*These wage rates will be effective the first full pay period following October 1, 2015and the first full pay period following April 1, 2015, respectively.

A.

1. ~~Bus Operators who were hired prior to April 1, 2014and who are not being paid at the topstep of the Wage Schedule above will be advanced one step only to the next highest step in the Wage 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 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 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 stepadvancement will be effective the~~

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~~first full pay period including September 30, 2015.~~

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 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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