Agenda Item No.

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

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## AGENDA ITEM SUMMARY

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Meeting Date:	August 18, 2015	[]	Consent Ordinance	[X]	Regular Public Hearing
Department:	Palm Tran		Oramanee	L J	Fublic nearing
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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, 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. <u>Countywide</u> (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.

## Attachment:

1. Memorandum of Agreement

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Recommended By:	(lub. Jo	-7/27/15
	Assistant Director	Date
Approved By:	Assistant County Administrator	7-27-15 Date

# II. FISCAL IMPACT ANALYSIS

A. Five Year Summary	of Fiscal Imp	act:			
<b>Fiscal Years</b>	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				
ls Item Included In Pro Budget Account No.: Object <u>1201</u>		l <u>1340</u> De	No ep't. <u>540</u> rting Category _	_ Unit <u>51(0</u>	
B. Recommended S	Sources of Fu	nds/Summary o	f Fiscal Impact:		
C. Departmental Fig	scal Review: _	Finance Mana	ger		
	III. <u>RI</u>	EVIEW COMME	NTS		
A. OFMB Fiscal and	d/or Contract I	Dev. and Contro	ol Comments:		
OFMB AN P	Ba		JorContract [	ea Wheele Dev. and Control	<u>(7-29-1</u> 5 
B. Legal Sufficienc	y:				
0					

Assistant County Attorney

C. Other Department Review:

Department Director

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  $\frac{14}{2}$  day of  $\frac{1}{2}\sqrt{14}$ , 2015.

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

By: 14 Dwight Mattingly, Presiden Bv: lon Frank Stanzione, Secretary

PalmTran, Inc.

Bv Rober President eisman.

B١ Shannon LaRocque,

Assistant County Administrator & Interim Executive Director, Palm Tran

Attest: Bv: Dwight Mattingly, President

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,2015.

Frank Stanzione, Secretary

Board of County Commissioners of

Ratified by the Palm Beach County Board of County Commissioners this \_\_\_\_\_ day of \_

Attest: Sharon R. Bock, Clerk & Comptroller

By:

Deputy Clerk

By:\_\_\_\_\_\_Shelley Vana, Mayor

Palm Beach County, Florida

Approved as to Form and Legal Sufficiency

County Attorney

Approved as to Terms and Conditions

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

### ARTICLE 45 WAGES AND OTHER PAY

<u>SECTION 1.</u> 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** 

	<del>10/14</del>	<del>4/15</del>	<u>10/15</u>
Step 1	<del>\$13.669</del>	<del>\$13.669</del>	<u>\$14.216*</u>
Step 2	<del>\$14.400</del>	<del>\$14.400</del>	\$15.048*
Step 3	<del>\$16.054</del>	<del>\$16.054</del>	\$16.857*
Step 4	<del>\$17.179</del>	<del>\$17.179</del>	\$18.124*
Step 5	<del>\$19.687</del>	<del>\$19.687</del>	\$20.868*
Step 6	<del>\$23.604*</del>	<del>\$23.840*</del>	<u>\$24.555*</u>
MAINTENANCE	10/14	4/15	<u>10/15</u>
Maintenance Technicians	<del>\$26.270*</del>	<del>\$26.533*</del>	\$27.329*
Technician Trainee	<del>\$24.439*</del>	<del>\$24.683*</del>	\$25.423*
Paint & Body Specialist	<del>\$26.270*</del>	<del>\$26.533*</del>	\$27.329*
Utility Workers <del>(After 10/1/91)</del>	<del>\$15.015*</del>	<del>\$15.165*</del>	<u>\$15.620*</u>
Storekeepers	<del>\$19.126*</del>	<del>\$19.317*</del>	<u>\$19.897*</u>

\*These wage rates will be effective the first full pay period following October 1, 201<u>5</u>4and the first full pay period following April 1, 2015, respectively.

Α.

- 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

#### 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.

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

<u>SECTION 3.</u> 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.