

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 15, 2017 [] Consent [X] Regular
[] Ordinance [] Public Hearing
Department: Palm Tran

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to ratify: A Memorandum of Agreement (MOA) modifying Article 37 of the Labor Management Agreement between Palm Tran, Inc. and the Palm Beach County Board of County Commissioners (BCC), as joint employer, and the Service Employees International Union, Florida Public Services Union, CtW, CLC (SEIU) representing forty (40) regular full-time, non-professional, supervisory employees of Palm Tran, Inc.

Summary: At the request of the SEIU, Palm Tran commenced negotiations in February 2017 for the sole purpose of wage adjustments that would take effect from October 1, 2016 (FY 2016/17) for forty (40) Palm Tran employees, thirty (30) Operations Supervisors and ten (10) Maintenance Supervisors. On July 6, 2017, Palm Tran and SEIU tentatively agreed to a 3 percent wage increase which was ratified by SEIU membership on July 20 2017. The wage increase will be retroactive for Fiscal Year 2016/17 to the first full pay period following October 1, 2016. The MOA also specifies a period for completing the retroactive payments and the costs associated with this wage increase is included in Palm Tran's Fiscal Year 2016/17 budget. Countywide (DR)

Background and Justification: The current Labor Management Agreement, covering the three (3) year period of October 1, 2015 through September 30, 2017, was ratified by the BCC on April 19, 2016 (R2016-0518). The current LMA includes a wage re-opener for Fiscal Year 2016/17 and Palm Tran and SEIU began negotiations for the wage re-opener on February 24, 2017.

Attachment:

- 1. Memorandum of Agreement
2. Article 37 of Labor Management Agreement
3. Notice of Ratification

Recommended By: [Signature] 7/28/17
Executive Director Date
Approved By: [Signature] 8/12/17
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Grant Expenditures					
Operating Costs	\$80,276	\$80,276	\$80,276	\$80,276	\$80,276
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$80,276	\$80,276	\$80,276	\$80,276	\$80,276
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Proposed Budget? Yes Current and 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: Williams 7/28/17
 Michael Williams, Interim Director of Administrative Services

III. REVIEW COMMENTS

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

[Signature] 8/2/17
 OFMB SP
 7/31 7/31

[Signature] 8/10/17
 Contract Dev. and Control
 8/10/17 (TA)

B. Legal Sufficiency:

[Signature] 8/10/17
 Assistant County Attorney
 The bargaining unit represented by SEIU consists of 40 employees.

Note: Khaleel Shammout signed for terms & conditions for Palm Tran on the MOA.

C. Other Department Review:

 Department Director

Signature Pending

**Memorandum of Agreement (MOA)
Between
Palm Tran, Inc. (the Company)
and
SEIU, Florida Public Services Union, CTW, CLC (the Union)**

This MOA is entered into this ___ day of _____, 2017, to establish and clarify the Company and Union's agreement regarding the 2016-17 Wage Re-opener and amendment of Section 37.3 of Article 37 of the Labor Management Agreement between Palm Beach County and SEIU, Florida Public Services Union, CtW, CLC (LMA). The parties acknowledge and agree that:

1. Section 37.3 of Article 37 of the LMA is modified as set forth in the attached document labeled Article 37, Wages and Other Pay. The LMA's existing Article 37 shall be removed and replaced with the attached Article 37 which shall be incorporated into and made a part of the LMA.
2. The parties agree that the wage increase effective the first full pay period following October 1, 2016 for fiscal year 2016-17 as set forth in Article 37, Section 37.3, will be calculated and implemented as soon as possible with an implementation goal no later than the third (3rd) full pay period following ratification by the Board of County Commissioners (BCC).
3. This MOA will take effect upon its ratification by the Board of County Commissioners.

In Witness Whereof, the parties hereto have caused this MOA to be executed and signed by their duly authorized representatives.

Palm Tran, Inc.

SEIU

By: _____
Verdenia Baker, President Date
Palm Tran, Inc.

By: _____
Barbara Watson Date
Regional Coordinator, SEIU

By: _____
Clinton B. Forbes, Executive Director Date

Ratified by SEIU, Florida Public Services Union, CtW, CLC on the ___ day of _____, 2017.

Ratified by the Palm Beach County Board of County Commissioners this ___ day of _____, 2017.

Attest: Sharon R. Bock
Clerk and Comptroller

Board of County Commissioners of
Palm Beach County, Florida

By: _____
Deputy Clerk

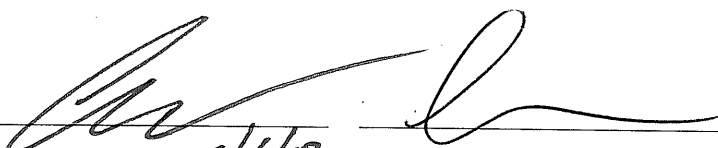
By: _____
Paulette Burdick, Mayor

Approved as to Form & Legal Sufficiency

Approved as to Terms and Conditions

County Attorney

Clinton Forbes, Executive Director, Palm Tran

Tentatively Agreed to:  _____
 2/6/17 7/6/17

ARTICLE 37
WAGES AND OTHER PAY

37.1 Wages for members of the SEIU bargaining unit during the term of this AGREEMENT shall be in accordance with the wage schedule contained herein.. No employee will be allowed to exceed the maximum hourly rate of the County pay grade, and no employee shall receive less than the minimum hourly rate of the County pay grade.

37.2 Classification pay ranges:

		<u>Minimum</u>	<u>Maximum</u>
Operations Supervisor:	Per Hour	\$21.789	\$35.710
Grade 29	Annually	\$45,321.12	\$74,276.80
Maintenance Supervisor	Per Hour	\$26.014	\$42.637
Grade 35	Annually	\$54,109.12	\$88,684.96

37.3 **Scheduled Increases:** Employees hired prior to October 1, 2014 will receive a 4% increase in their hourly rate for Fiscal Year 2014-15, effective the first fully pay period following October 1, 2014. Employees hired prior to October 1, 2015 will receive a 4% increase in their hourly rate for Fiscal Year 2015-16, effective the first fully pay period following October 1, 2015. Employees hired prior to October 1, 2016 will receive a 3% increase in their hourly rate for Fiscal Year 2016-17, effective the first full pay period following October 1, 2016. ~~This Article may be re-opened based on a sixty (60) day notification period by either party during Fiscal Year 2015-16 for the sole purpose of negotiating wage adjustments that would become effective in Fiscal Year 2016-17.~~ Scheduled increases shall be operative only during the terms of this AGREEMENT and shall not continue thereafter.

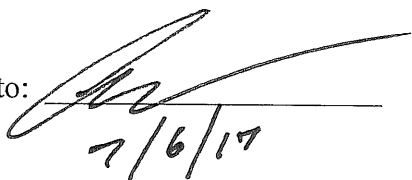
If an employee is at the maximum salary for their classification at the time of the scheduled increase, in accordance with Palm Tran/Palm Beach County Pay and Classification procedures, the employee will receive a lump sum payment and their hourly wage will remain the same (any increase between the employee's current rate and the maximum rate will be deducted from the lump sum payment).

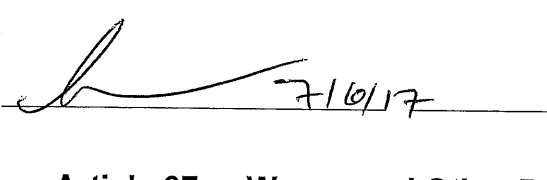
37.4 **Shift Differential:** Shift differential pay is additional pay per hour paid to employees who work a regular assigned shift that has more than one-half (1/2) of the shift occurring after 5:00 p.m. Early morning shifts are not eligible for shift differential pay.

Shift differential will be paid for all hours worked in a qualifying shift. The following shift differential rates are effective during the term of this contract.

Operation Supervisors	\$.99 per hour
Maintenance Supervisors	\$1.22 per hour

Tentatively Agreed to:

 7/6/17

 7/6/17

Article 37: Wages and Other Pay
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Shift Differential will not be paid for hours worked during any special event, unless the event is during the employees normal shift, at that shift qualifies for Shift Differential pay.

Shift Differential will be used in the calculation of overtime for employees who have worked in excess of forty (40) hours per week.

Shift Differential will not be paid for vacations, annual leave, holidays, sick leave (even if the employee works parts of a shift then goes home sick) or any other type of paid absence. In order to receive shift differential pay for a qualifying shift, the employee must work the entire shift.

37.5 A full -time Supervisor required by the COMPANY to break-in and instruct new supervisors shall receive sixty cents (\$0.60) per hour in addition to their regular straight time hourly rate of pay for all hours required to break-in or instruct new Supervisors.

The COMPANY will assign instructors for training from a list of qualified Supervisors based upon their current bid. In order to be qualified a Supervisors must:

1. Volunteer to be a Supervisor instructor and receive training certification from COMPANY;
2. Have been a supervisor for a minimum of two(2) years;
3. Have no employee write ups (verbal, written, etc.) in the past two (2) years;
4. Must have worked at least 75% of each of the two (2) prior years;
5. Can have no more than five (5) Occurrence Points (as outlined in Article 24.7); and
6. Must participate in a interview process and be selected by management to participate in the Trainer Program.



Palm Tran
July 20, 2017

Barbara Watson
Organizer Coordinator

Ratification Vote

Wage 37.3

Vote count

Yes 23 No 5 Void 1

Won 23 to 5 yes

Contract Passed

ALPHONSO MAYFIELD
President

SONYA D. ROUNDTREE
VP of Operations

RICHARD "MAC" MACDONALD
VP of Finance

THEO WEBSTER
VP of Political Strength

BRIAN R. BREHM (CRICKET)
VP of Organizing

FREDRICK ENGLISH
VP of Member Strength

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2112 S. Congress Avenue, Suite 205
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Phone: 561-965-0077
Fax: 561-965-0151
Toll Free: 866-855-5504

Jacksonville
435 Clark Road, Suite 110
Jacksonville, FL. 32218-5558
Phone: 904-766-8717
Fax: 904-766-8824

Lake County
101 N. Joanna Avenue
Tavares, FL. 32778-3215
Phone: 352-742-9599
Fax: 352-742-9590

Orlando
1200 Hillcrest Street, Suite 101
Orlando, FL. 32803-4735
Phone: 407-856-5828
Fax: 407-856-5895

St. Petersburg
449 Central Avenue, Suite 104
St. Petersburg, FL. 33701-3876
Phone: 727-823-0011
Fax: 727-823-0088

Copy : Clinton Forbes, Palm Tran Executive Director

Alphonso Mayfield

Thank you
Barbara Watson SEIUFPSU
561-965-0077

