

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

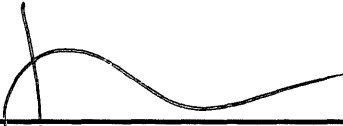
Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	*	*			
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item Included in Current Budget? Yes No
 Does this item include the use of federal funds? Yes No

Budget Account No:
 Budget Account No: Fund ___ Department ___ Unit ___ Object ___

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



Fiscal Impact is indeterminable at this time. Any expenses related to this agreement will be absorbed in the existing FY20 or proposed FY21 budget without the need for an increase.

C. Departmental Fiscal Review: 

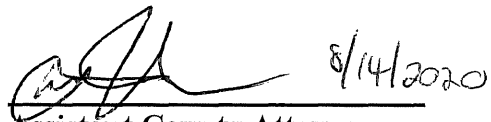
 Jeremy Baker, Director Administrative Services

III. REVIEW COMMENTS:

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


 OFMB  7/29/2020


 Contract Dev. & Control 8/12/2020

B. Legal Sufficiency

 Assistant County Attorney 8/14/2020

C. Other Department Review

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

LETTER OF UNDERSTANDING
PALM BEACH COUNTY BCC AND ATU LOCAL 1577
COVID-19 Mutual Agreement

Palm Beach County and the ATU mutually agree that recognition and appreciation should be given to employees who consistently reported to work during the COVID-19 Pandemic's impact on the County. In appreciation for those efforts, the parties agree to the following non-precedent setting terms:

1. Effective the pay period in which April 1 falls through the pay period in which May 18 falls; employees who maintain a physical presence in the workplace and who work 80% or more of their bi-weekly schedule will be granted 1 day (8 hours) of compensatory time per pay period. The dates indicated encompass 4 pay periods granting a maximum possible accrual of 32 hours of compensatory time.

The impacted pay periods are:

Pay Period 15: March 25 – April 10

Pay Period 16: April 11 – April 24

Pay Period 17: April 25 – May 08

Pay Period 18: May 09 – May 22

2. Compensatory time must be used in the place of unscheduled annual leave and bid vacation until all such time as all compensatory time is exhausted. Approval of compensatory time for employees who have already exhausted their annual leave accrual will be at the sole discretion of the Company based on the available work force and for the day requested, provided however, that:
 - a. A maximum of ten percent (10%) of the employees scheduled to work in each Section's operating facility shall be allowed off on unscheduled annual leave, compensatory time and vacation combined during any day, and
 - b. That a maximum of two (2) employees in the Maintenance Division on each shift and in each operating facility will be allowed off on unscheduled annual leave, compensatory time and vacation combined on any Saturday or Sunday.

Requests to use compensatory time in eight (8) or ten (10) hour shift increments of not more than three (3) days must be made to the employee's supervisor no later than 11:00 A.M. the day prior or to the day(s) requested however, in order to be eligible to receive Compensatory Time in increments of greater than three (3) consecutive scheduled work days, the request must have been made at least ten

(10) calendar days prior to the days desired off. Requests to use compensatory time for open vacation slots made no sooner than forty-five (45) days prior to and no later than two (2) pay periods prior to the week requested will be approved on a first-come, first-serve basis, within the Section 2 (a) threshold and adequate leave balance requirements. Compensatory time may not be requested more than forty-five (45) days prior to the day(s) desired off. Request for compensatory time usage shall be in accordance with a procedure to be established by operations.

c. For storekeepers, a maximum of one (1) employee from each facility will be allowed off on either bid, unscheduled annual leave and compensatory time combined. Compensatory time may be taken for a period of not less than one (1) hour and not more than three (3) consecutive work days excluding days off. Employees who submit a request to use compensatory time for an open day(s) and provide a minimum of three (3) days notice shall be granted the request. Approval of compensatory time requested with less than three (3) days notice shall be at the discretion of the Company.

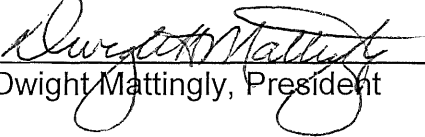
3. Use of compensatory time will be approved on a first-come, first-served basis, not based on seniority.
4. Employees who resign, retire or are terminated by the Company shall be paid for their remaining available compensatory hours at their current rate of pay.
5. Employees must use compensatory time in place of any other unscheduled annual leave or bid vacation time between the effective date of this agreement and the pay period in which December 31, 2020 falls until all such compensatory time is exhausted.
6. Any hours of compensatory time not used will be paid to the employee during the pay period in which December 31, 2020 falls.
7. This agreement will take effect on the first day of the pay period following approval by the Board of County Commissioners.

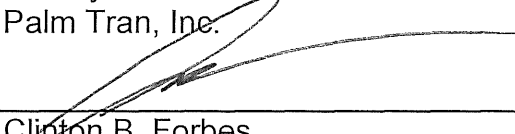
IN WITNESS WHEREOF, the parties hereto have caused this LETTER OF UNDERSTANDING to be executed and signed by their duly authorized representatives as of this _____ day of _____, 2020.

PALM TRAN, INC.
3201 Electronics Way
West Palm Beach, Florida

AMALGAMATED TRANSIT UNION
LOCAL NO. 1577
A.F.L.- C.I.O.- C.L.C.
WEST PALM BEACH, FLORIDA

By: _____
Verdenia C. Baker
County Administrator & President
Palm Tran, Inc.

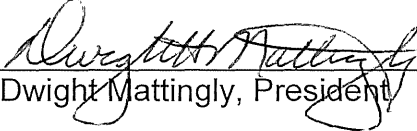
By: 
Dwight Mattingly, President

By: 
Clinton B. Forbes
Executive Director

By: 
Marcos Rodriguez
Financial Secretary/Treasurer

Ratified by the AMALGAMATED TRANSIT UNION, Local 1577, on July 15, 2020.

ATTEST:

By: 
Dwight Mattingly, President

Ratified by the BOARD OF COUNTY COMMISSIONERS, Palm Beach County, Florida, on _____.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

Palm Beach County, Florida, by its
Board of County Commissioners

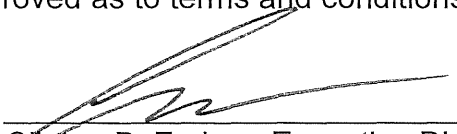
By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

Approved as to form and legal sufficiency:

Approved as to terms and conditions:

By: 
for County Attorney

By: 
Clinton B. Forbes, Executive Director

Amalgamated Transit Union
Local 1577



1003 Belvedere Road
Suite 3
West Palm Beach, FL 33405
(561) 655-3315
Fax: (561) 655-2919
Email: atu1577@bellsouth.net

July, 2020


Clinton Forbes, Executive Director
Palm Tran, Inc.
3201 Electronics Way
West Palm Beach, FL 33407

Dear Mr. Forbes,

We are pleased to inform you that the members of Local 1577 voted in favor of the Memorandum of Understanding we reached on July 2, 2020 regarding COVID 19 Mutual Agreement and Compensatory pay.

We are requesting you take to the Board of County Commissioners at your earliest convenience.

Sincerely,



Dwight Mattingly,
President/Business Agent

p.c. Todd Bonlaron

"Freedom Through Organization"
AFFILIATED WITH THE A.F.L. - C.I.O. - C.L.C.

