

**CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY**

MEETING DATE: November 2, 2011

AGENDA ITEM SUMMARY NO. F11-111-2

- AWARDS / PRESENTATIONS / PETITIONS
- CONSENT
- PUBLIC HEARING
 - ORDINANCE ON SECOND READING
 - ORDINANCE ON FIRST HEARING

- REGULAR
- RESOLUTION
- DISCUSSION & DELIBERATION
- BOARD APPOINTMENT
- WORKSHOP

TITLE/SUBJECT: RESOLUTION – authorizing City Manager and City Clerk to execute the 2011-2012 addendum to the Labor Agreement between the City of Riviera Beach and the Professional Managers and Supervisors Association (PMSA).

RECOMMENDATION / MOTION: That City Council approve the Resolution authorizing City Manager and City Clerk to execute the 2011-2012 addendum to the labor agreement between City of Riviera Beach and the Professional Managers and Supervisors Association.

DEPARTMENTAL APPROVAL REVIEW & DATE

◆Deputy City Manager	Utility District
◆City Attorney <i>PHR 10/25/11</i>	Marina
◆City Clerk <i>OK</i>	◆Police
Community Development	Public Works
◆Finance <i>10/21/11 PHG</i>	Purchasing
Fire	Recreation & Parks
◆Human Resources <i>10/21/11</i>	IS
Library	Other

APPROVED BY CITY MANAGER: *Fath Jones*

DATE: 10-25-11

Originating Dept. Human Resources <i>[Signature]</i>	Costs: No additional funding needed; Revised articles do not reflect new funding for this fiscal year. Current FY: 2011-2012 Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other: Budget Account Number:	City Council Actions: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied _____ <input type="checkbox"/> Tabled to _____ <input type="checkbox"/> Referred to Staff _____
User Dept.		
Advertised: Date: Paper: <input type="checkbox"/> Not Required Affected Parties <input type="checkbox"/> Notified <input type="checkbox"/> Not Required		Attachments: 1. Resolution 2. Tentative agreed upon articles 3. Memo regarding the PMSA ratification vote. 4. Addendum to Contract 2009 – 2012 Bargaining Agreement

SUMMARY: City Council to approve the resolution for the City Manager and City Clerk to sign addendum to the contract between the City of Riviera Beach and the Professional Managers and Supervisors Association (PMSA).

BACKGROUND:

The City and the Professional Managers and Supervisors Association (PMSA) held three (3) negotiation sessions. Negotiations commenced June 8, 2011 and concluded August 3, 2011. Following revisions to the articles and proofing the changes by both the City and PMSA, a ratification vote was held by PMSA on October 4, 2011 to approve the tentatively agreed upon revisions. This is the last year for re-openers of a three (3) year agreement. There were three (3) re-openers from each party and below are the revisions:

ARTICLE 20, Section 3D – clarifying the language that exempt employees are expected to work 37.50 hours per week rather than 40 hours even though an exempt employee is not charged sick time for absence for a partial day rather than a full day during that week. NOTE: 37.50 hours is based upon the copy of the attached Ordinance Sec 2-108.

ARTICLE 21: HOLIDAY, Section 2 – changing the length of time from twelve (12) months to six (6) months an employee will be penalized for abuse of sick leave prior to the payment of a holiday.

ARTICLE 24: BENEFITS, Section 1a – during the negotiations, the union and city tentatively agreed that employees would share in the city’s cost if the city required same. It was agreed that the employees would pay a cost no greater than \$25 per pay period. (However, no City employee was required to share City’s cost).

ARTICLE 24 BENEFITS, Section 3 – clarifying how workers compensation is paid when an employee is absent from work as a result of absence from work due to a workers compensation injury.

ARTICLE 27: WAGES, Section 5 – ceasing longevity for employees hired after April 1, 2012. Employees will receive lump sum bonus at the completion of the following years: 5 yrs - \$250, 10 yrs. - \$500, 15 yrs. - \$750, 20 yrs. - \$1,000 and 25 yrs. - \$1,750.

The below language will not be included in the union contract. An ordinance will be created and implemented pursuant to the actuarial report as previously presented to the City Council, bargaining units and all pension boards. This benefit will become effective April 1, 2012:

CHANGED FROM	TO
6% employee payroll deduction	7% employee payroll deduction
Eligibility to retire at age 65	Retirement eligibility of age 65 plus vesting requirement
3% multiplier	2.5% multiplier for the first 10 years of service

BACKGROUND:

3% multiplier for the next 10

years of service

**3.5% thereafter with a maximum
of 75%**

The attached revised language in above the articles is indicated by strikethrough for deletion of the language and the underscoring indicates new language.

The Union ratified the Addendum with a unanimous vote. Please see attached letter from the union.

It is recommended that City Council approve the attached Resolution for the City Manager and City Clerk to sign the 2011-2012 Addendum to the Professional Managers and Supervisors Association Agreement for the contract year October 1, 2009 – September 30, 2012.

Sec. 2-108. Working hours.

The city manager shall establish the hours of work for various classes of employment. Department heads and other employees occupying positions of an administrative character shall be available for the performance of such additional hours of work as may be required without extra compensation therefor and employees in the police and fire departments shall be subject to call at all times in case of necessity. The normal workweek for all employees will be forty (40) hours per week. Following are hours per department:

✓ Offices of city manager, city clerk, library, departments of personnel, finance, police, engineering, planning, the clerical forces of the inspection department and public works department staff and office personnel, and secretary to the utilities director work thirty-seven and one-half (37½) hours per week.

Divisions of public works such as streets and canals, trash, property maintenance and vehicle maintenance, departments of recreation, utilities and inspection personnel work forty (40) hours per week.

Supp. No. 58

36.18.5

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>N/A</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (City)	_____	_____	_____	_____	_____
In-Kind Match (City)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
NO. ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No _____
Budget Account No.: Fund Dept/Division Org. Object_Reporting Category

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

C. Departmental Fiscal Review: No additional funding needed---revised articles do not reflect new funding this fiscal year.

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:

Finance Department

Purchasing and Grants

B. Other Department Review:

Department Director

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AN ADDENDUM TO THE AGREEMENT COMMENCING OCTOBER 1, 2011 TO SEPTEMBER 30, 2012 BETWEEN THE CITY OF RIVIERA BEACH AND THE PROFESSIONAL MANAGERS AND SUPERVISOR ASSOCIATION (PMSA) REPRESENTING THE SUPERVISORY EMPLOYEES OF THE CITY OF RIVIERA BEACH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has a Collective Bargaining Agreement between the Professional Managers and Supervisors Association (PMSA) organization representing the supervisory employees of the City of Riviera Beach; and

WHEREAS, by way of this resolution, the City Manager and City Clerk are authorized to sign the agreement; and

WHEREAS, both parties have agreed through union negotiations to make changes to various articles in the bargaining agreement; and

WHEREAS, the language in the attached articles are deleted by strikethrough and the newly proposed language underscored; and

WHEREAS, all of the other contract articles will remain the same; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. That the City Manager and City Clerk are authorized to execute the collective bargaining agreement between the City of Riviera Beach and the Professional Managers and Supervisors Association (PMSA), that represents the supervisory employees of the City.

RESOLUTION NO. _____
PAGE 2

SECTION 2. That this Resolution shall take effect retroactive to October 1, 2011 upon its passage and approval by City Council.

PASSED AND APPROVED this _____ day of _____, 2011.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

RESOLUTION NO. _____
PAGE 3

APPROVED:

THOMAS A. MASTERS
MAYOR

JUDY L. DAVIS
CHAIRPERSON

ATTEST:

BILLIE E. BROOKS
CHAIR PRO TEM

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

Motioned by: _____

Seconded by: _____

J. DAVIS _____

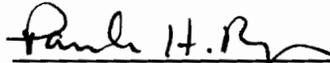
B. BROOKS _____

D. PARDO _____

C. THOMAS _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY

DATE 10/25/11

ARTICLE 20: ATTENDANCE (continued)

Section 3: Overtime Payment

- A. All non-exempt employees shall be paid 1 ½ times the regular hourly rate of pay for all authorized hours worked in excess of 40 hours in a work week. Sick leave, funeral leave, jury duty, annual military leave, or other absences from duty on active pay status shall not be considered as “time worked” for purposes of overtime computation.
- B. In the event a non-exempt employee is called back to work outside their normal regular work schedule, the employee shall receive a minimum of three (3) hours pay at the rate of one and a half (1 ½) times if over 40 hours a week.
- C. A non-exempt employee required by the Department Director to be on “standby” shall be compensated at the rate of \$22 per 18 hours, Sunday through Saturday, including holidays. If an employee fails to respond within 30 minutes to a standby call, the employee shall forfeit the \$22 of stand pay.
- D. Exempt employees will not be charged leave, including sick leave, for occasional appointments, when approved by the supervisor during the work week. It is understood that exempt employees will return to work if practicable; however, the exempt employee is expected to work 37.5 ~~40~~ hours per week.
- E. Management will provide notification to first shift employees of overtime to be worked on a daily basis no later than the new hour of the day the overtime is to be scheduled. Those employees who work the second and third

ARTICLE 21: HOLIDAY

Section 1:

All bargaining unit employees shall receive the following paid holidays:

New Year's Day – January 1st
Dr. Martin Luther Kings Jr's day
Washington's Birthday
Good Friday
Memorial Day
Independence Day – July 4th
Labor Day – 1st Monday in September
Veteran's Day
Thanksgiving Day – 4th Thursday in November
Friday following Thanksgiving Day
Christmas Day – December 25th

With the understanding and agreement that during the life of this contract that there will be a maximum of eleven (11) holidays.

Section 2: Employees covered by this Agreement shall receive a work day off with pay for each of the holidays earned, unless the employee has been disciplined for abuse of sick leave the previous **six (6) ~~twelve (12)~~** months, in which case the employee will lose a holiday for each discipline write-up for abuse of sick leave.

Section 3: Employees on vacation, annual military leave, jury duty, sick leave, compassionate funeral leave, and other absences observed must use the holiday on the same day that it is earned.

ARTICLE 24: BENEFITS

Section 1: a. The City agrees to provide the same health insurance plans at the same cost depending on the individual plan and dental insurance for all City employees at no cost. The allowable cost of such plans to the employee will be at no greater cost than \$25 per pay period. The City shall provide dental insurance at no cost to the employee. Employees have the option to purchase dependent health and dental insurance at the employee's expense.

The City will provide the Union the new Health Care Plan prior to or at the time of the Union's Ratification Vote.

b. The City and Association hereby agree that non-exempt employees in the unit will be provided term life insurance coverage in an amount equal to \$40,000. Exempt employees will be provided term life insurance coverage in the amount equal to \$100,000. Employees will also have the option to purchase at their expense as amount equal to the amount purchased by the City.

Section 2: The City shall prepare a current classification seniority list quarterly. This list shall be posted on bulletin boards at all work locations.

Section 3: On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness if the medical provider recommends absence. Therefore, if the employee remains absent, then 66 2/3% of the employee's salary will be paid by the insurance carrier. Employee may use sick/vacation to receive full compensation.

ARTICLE 27: WAGES (continued)

Section 5:

For the fiscal year of **2011/2012** ~~2009-2010~~, the City shall grant longevity increase to the bargaining unit employees. Conditioned upon an employee's completion of the required years of continuous service, as follows:

Years of Continuous Service	
After completing four years -----	2%
After completing eight years -----	4%
After completing twelve years -----	6%
After completing sixteen years -----	8%
After completing twenty years -----	10%
After completing twenty-four years -----	12%

Employees hired after April 1, 2012 shall receive longevity benefits as described below in a lump sum bonus based on the employee's hire date:

<u>5 years</u>	<u>\$250</u>
<u>10 years</u>	<u>\$500</u>
<u>15 years</u>	<u>\$750</u>
<u>20 years</u>	<u>\$1,000</u>
<u>25 years</u>	<u>\$1,750</u>

Section 6:

Any pay increases after the initial contract year, are subject to the parties agreeing to same and if no agreement is reached, the employee's salary will remain frozen until a re-opener agreement is reached.



PROFESSIONAL MANAGERS AND SUPERVISORS ASSOCIATION

*A Division of the Federation of Physicians and Dentists, NUHHCE, AFSCME, AFL-CIO
1310 Cross Creek Circle, Suite C-2, Tallahassee, Florida 32301
Ph (850) 942-6636, (800) 373-5777, Fax (850) 942-6722*



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October 14, 2011

Doretha Perry
Human Resource Director
City of Riviera Beach

Ms. Perry,

The PMSA Bargaining Unit held its ratification vote on October 4, 2011. They unanimously accepted the new amendments to the 2009-2012 Collective Bargaining Agreement. If you have any questions, please feel free to call.

Sincerely,


Jack Seddon

Executive Director

ADDENDUM TO AGREEMENT BETWEEN

THE CITY OF RIVIERA BEACH, FLORIDA

AND PROFESSIONAL MANAGERS

AND

SUPERVISORS ASSOCIATION

OCTOBER 1, 2011 – SEPTEMBER 30, 2012

FOR CONTRACT YEAR 2009-2012

ARTICLE 20: ATTENDANCE (continued)

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IN WITNESS WHEREOF, we have hereunto affixed our signatures this _____ day of _____, 2011.

FOR THE CITY OF RIVIERA BEACH:

BY: _____
RUTH C. JONES, CITY MANAGER

FOR PROFESSIONAL MANAGER AND SUPERVISORS ASSOCIATION:

BY: _____
JACK SEDDON, CHIEF NEGOTIATOR

BY: _____
BRENDA NEDZWECKAS, VP PMSA

UNION REPRESENTATIVE

BY: _____
WITNESS

ATTEST:

BY: _____
CARRIE E. WARD, MMC CITY CLERK

BY: _____
JACK McLEAN, CITY'S LABOR ATTORNEY

BY: _____
DORETHA PERRY, WITNESS

