

Legislation Details (With Text)

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Title:	P.H. 2018-21: (PUBLIC HEARING 1ST READING) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LABOR AGREEMENT BETWEEN THE FEDERATION OF PUBLIC EMPLOYEES AND THE CITY OF POMPANO BEACH FOR THE CONTRACT PERIOD BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2020; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (Fiscal Impact: \$2,788,765.00)				

Sponsors:

Indexes:

Code sections:

Attachments: 1. Staff Memo 11.30.17 FOPE Agreement, 2. Federation Contract 2017-2020 Legislative Draft of 11-16-17 (003), 3. FOPE Letter of Ratification 11.27.17, 4. City Attorney Memo for FOPE, 5. Ordinance - FOPE Agreement

Date	Ver.	Action By	Action	Result
12/12/2017	1	City Commission	ADOPTED	Pass

P.H. 2018-21: (PUBLIC HEARING 1ST READING)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LABOR AGREEMENT BETWEEN THE FEDERATION OF PUBLIC EMPLOYEES AND THE CITY OF POMPANO BEACH FOR THE CONTRACT PERIOD BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2020; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.
(Fiscal Impact: \$2,788,765.00)

(Staff Contact: Ed Beecher)

Summary Explanation/Background:

Background:

The City commenced negotiations with the Federation of Public Employees (FOPE) team on August 10th and conducted six more meetings on August 17, 24, September 21, 28, October 2, and November 16, when the City and the FOPE teams reached tentative agreement on the following package of benefits for a three (3) year agreement to cover the period of 10/1/17 through 9/30/20. That agreement was ratified by the FOPE members on November 22, 2017. Total estimated costs/savings are summarized for major agreement items at the end of this memorandum.

KEY COMPONENTS OF TENTATIVE AGREEMENT

Article 1 Recognition

The following pay grade adjustments will be made in Section 2:

- * Ocean Rescue Lifeguard from grade 17 to grade 19
- * Ocean Rescue Lieutenant from grade 21 to grade 23
- * Chief Material Handling Specialist from grade 22 to grade 24
- * Chief Building Inspector from grade 30 to grade 31
- * Building Plans Examiner from grade 28 to grade 29
- * Building Field Inspector from grade 26 to grade 27
- * Permit Expeditor from grade 18 to grade 19

(Note: grade increases are not automatic increases, rather they are granted as part of the performance/merit increases.) The City agreed to provide a three percent (3%) increase to the above-noted seven (7) positions that will get a pay grade adjustment, effective in the first full pay period that starts on or after the date this 2017-2020 Agreement is ratified by the City Commission.

Article 10 Overtime

The following changes were made to the language in Section 4:

SECTION 4: For the purpose of computing overtime, ~~no paid leave shall be computed as time worked effective in the first full pay period that starts on or after the date this 2017-2020 Agreement is ratified by the City Commission, bereavement leave, paid designated holidays, and vacation days when taken, and the use of pre-approved sick leave that was authorized in writing before the beginning of the work-week in which the extra/overtime hours were actually worked, shall be computed as time worked.~~

The parties also agreed to add language to the Emergency Closure and Compensation Policy so that essential employees who remain at work during a disaster and/or a declared emergency that results in the closure of the City's normal operations, will be credited with additional Vacation Leave based on the extra hours actually worked during that closure, up to a maximum of twenty-four (24) hours of Vacation Leave.

In Section 6 (call back), language was added so that employees in the IT Department who are on the rotating call back list and who are able to remotely from home (only) fix a computer related problem, will be entitled to a minimum of one (1) hour of pay, at the time and one-half rate of pay, as the "call back" benefit provided to IT employees in this section

Article 12 Uniforms

A new section was added to this article that lists uniforms items for the Ocean Rescue Lifeguards and Lieutenants.

The language was clarified in Section 3 for the replacement of safety shoes employees in Public Works.

Article 13 Wages, Merit and Longevity

Year 1: 3.0% effective in the first full pay period that starts on or after October 1, 2017.
Year 2: 3.0% effective in the first full pay period that starts on or after October 1, 2018
Year 3: 3.0% effective in the first full pay period that starts on or after October 1, 2019.

The sunset date on Merit increases in Section 2, will be changed to September 30, 2020.

The following additional opportunities for certification pay benefits shall become available after the 2017-2020 Agreement is ratified by the City Commission:

H. Ocean Rescue:

Ocean Rescue Lifeguards and Ocean Rescue Lieutenants will be paid \$50 per month for obtaining each of the following two (2) certifications:

1. A certification as an emergency operator of a Jet Ski, which must first be approved by the Department Director as beneficial to the services provided by the Ocean Rescue Lifeguards before any such payments shall be approved.
2. A certification as a Training Officer by the United States Life Savings Association.

I. Purchasing:

1. Chief Materials Handling Specialist will be paid \$50 per month for obtaining the Certification in Production and Inventory Management (CPIM).
2. Buyer will be paid \$50 per month for obtaining the Certified Professional Public Buyer (CPPB).

J. Engineering:

1. Engineering Inspector I and II who obtain a State of Florida license in Water, Wastewater or Storm Water Operator will be paid \$50 per month for the first of such licenses obtained, and an additional \$25 for each additional level of license, not to exceed \$100 per month for all such licenses obtained. Any license required in the job description will not be eligible for incentive pay.
2. Employees in the positions of GIS Coordinator and Engineering Tech will be paid \$50.00 per month for obtaining the Geographic Information Systems Professional (GISP) certification.

Article 16 Holidays

The following language was added to Section 2:

Notwithstanding the provisions of Article 14, Section 4, a probationary employee assigned to work a ten (10) hour work day may, with written pre-approval, use up to a maximum of four (4) hours of accrued vacation leave (in two (2) hour increments to be combined with each eight (8) hour personal day), as if the employee had completed one year of service, in order to utilize a personal day on a ten (10) hour work day, after completing at least six (6) months of service with the City.

The language in Section 3, was changed to help reduce the use of Sick Leave on work days that precede and follow a designated Holiday.

Article 20 Miscellaneous

The parties agreed to the following changes:

SECTION 3: During the term of this Agreement, the City may employ permanent part-time employees in any unit position, and the City may also employ. ~~However, the parties agree that this provision shall not preclude the City from employing temporary, intermittent, or seasonal employees on a temporary basis in a unit position, and the parties also agree that all such~~ which employees shall be excluded from all provisions of this Agreement.

Article 22 Group Insurance

Effective October 1, 2018, the health insurance deductible, in Section 1, will be changed to \$500 for single coverage and \$750 for dependent coverage for the PPO plan. The existing CBA language of a \$250.00 deductible will be applicable to only the HMO plan.

Article 29 Voluntary Employee Benefit Association (VEBA)

The parties agreed to add the following language/benefit:

F. Transfer of Sick Leave accrued during DROP: Effective after ratification of the 2017-2020 Agreement by the City Commission, employees who participate in DROP may transfer the value, as provided below, of some of the sick leave accrued during DROP participation, upon that employee's separation from employment:

1. The value (as determined/averaged below) of one half of the sick leave an employee actually accrued while participating in DROP (not to include any prior accruals earned before entering the DROP, if any was carried forward into DROP), not to exceed a maximum of 240 hours of that accrued sick leave, will be transferred to the VEBA at the time the employee separates, in good standing, from City employment.

2. The value of this sick leave transferred to the VEBA shall be determined based on the employee's average hourly base-pay rate over the period of time the employee participated in the DROP (e.g., the average of the employee's hourly base-pay rate over sixty (60) months if the employee participated in a full five (5) years of the DROP, or the average hourly base-pay rate over the lesser time/months the employee actually worked in DROP for an employee who voluntarily separates from the City before completing the full five (5) years of DROP).

MAJOR AGREEMENT ITEMS - Est. COST/SAVINGS SUMMARY

<u>ITEM</u>	<u>COST</u>
Wages	3% FYs 2019 & 2020 - \$2,696,997
Overtime Section 4 and 6	\$74,111
Incentive Pay (Certifications)	\$19,200
Recognition	\$98,457
PPO Deductible Increase	\$(100,000)
TOTAL COST	\$2,788,765

Fiscal impact and source of funding: Departments will absorb first year within existing budgets, cost of FYs 2019 & 2020, total impact \$2,788,765 for three (3) year labor agreement

