MEMORANDUM OF UNDERSTANDING AMENDING 2009/2010 THROUGH 2011/2012 COLLECTIVE BARGAINING AGREEMENT BETWEEN BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS AND AMALGAMATED TRANSIT UNION, LOCAL 1267

This Memorandum of Understanding is entered between the Broward County Board of County Commissioners (hereinafter “County”) and the Amalgamated Transit Union, Local 1267 (hereinafter “Union”), for the purpose of amending the existing 2009/2010 through 2011/2012 Collective Bargaining Agreement (hereinafter “CBA”) between the County and the Union.

WHEREAS, the County and the Union negotiated a CBA, effective 2009/2010 through 2011/2012, which contained an Article 26 Section 6 Wage Re-Opener for Fiscal Year 2011/2012; and

WHEREAS, the County exercised its right under that Article 26 Section 6 Wage Re-Opener, which resulted in the County and the Union engaging in collective bargaining negotiations regarding that 2011/2012 Fiscal Year Article 26 Section 6 Wage Re-opener to fully resolve all issues under that Wage Re-Opener;

WHEREAS, the County and the Union have also engaged in collective bargaining negotiations to extend the current CBA one (1) year through September 30, 2013;

WHEREAS, the County and the Union have reached a tentative agreement, subject to ratification, regarding modifications of the CBA.
NOW THEREFORE, the parties agree the CBA shall be amended as follows:

1. The current CBA, effective 2009/2010 through 2011/2012, shall be extended one year with all provisions continuing in full force and effect through September 30, 2013, except as specifically provided in this Agreement. Article 47 Section 1 shall reflect the one year extension of the CBA.

2. With respect to Article 26 Section 6, for FY 2011/2012:
   
   A. There shall be no wage increases or step movements. However, newly hired Operator Trainees who complete Training shall be placed and shall receive the rate of pay ($14.41) designated “1st 10 Months after Training”.

   B. The Current Step Plan, including time in step and wage rates, shall be suspended through September 30, 2012. The Current Step Plan, including time in step and wage rates, shall resume with employees eligible to move to the next step on their next scheduled date (i.e. 10 months or 1 year), commencing October 1, 2012, unless modified pursuant to the 2012/2013 Wage Reopener as set forth in Section 3 below.

   C. In the event that the County agrees to a salary/wage decrease, salary/wage increase or furlough days with any other County bargaining unit or unrepresented employees, either party may request in writing its desire to meet to explore alternatives to the agreed upon salary/wage provisions of this Article. Any such request is an informal request that does not trigger opening of the parties’ Collective Bargaining Agreement or the impasse provisions of Chapter 447, Florida Statutes. Further, the request must be received within thirty (30) days of County approval of such salary decrease/increase or furlough days.

   D. Bargaining unit employees who have received step movement(s) as described in Section 6 of Article 26, “Wages” commencing on or after October 1, 2011, shall have their base hourly rate revert back to their base hourly rate on September 30, 2011. Furthermore, these employees shall have the monies received from the step movement deducted from future paycheck(s).
3. With respect to Article 26 Section 6, for FY 2012/2013:

Either party shall have the option of opening the wages section, Section 6, of Article 26, “Wages.” No other Articles, Section or provisions of any kind set forth in this Collective Bargaining Agreement may be opened except by mutual agreement of the parties as evidenced by a writing reflecting the signatures of both the County and the Union.

4. With respect to Article 18, Section 7 – Holidays, the parties shall redesignate the appropriate date and day of the week for each holiday set forth in Section 7 for Fiscal Year 2012/2013.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and signed by their duly authorized representatives, as of this 1st day of February, 2012.

AMALGAMATED TRANSIT UNION, LOCAL 1267

By ____________________________
President

By ____________________________
Vice-President

By ____________________________
Bargaining Team Member

BROWARD COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By ____________________________
Mayor, Broward County

By ____________________________
County Administrator

By ____________________________
Director of Transportation

By ____________________________
Director of Human Resources