

R2016-0518

APR 19 2016

Labor – Management Agreement

between

SEIU, Florida Public Services Union, CtW, CLC

and

Palm Tran Inc.

October 1, 2014 thru September 30, 2017



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R 2016 10518

AGREEMENT

APR 19 2016

This AGREEMENT is made and entered into this 19th day of April 2016, by and between Palm Tran, Inc., and Palm Beach County as joint employers hereinafter referred to as the COMPANY, and the SEIU, Florida Public Services Union, CtW, CLC, hereinafter referred to as the UNION.

WITNESSETH

That the parties hereto contract and agree as follows:

ARTICLE 1
RECOGNITION

1.1 The COMPANY recognizes the UNION as the exclusive bargaining representative for employees identified in the Florida Public Employees Relations Commission Certification No. 1373, as follows:

INCLUDED: All regular full-time non-professional, supervisory employees of Palm Tran, Inc., in the following classifications: Maintenance Shift Supervisor and Operations Supervisor.

EXCLUDED: All other employees of Palm Tran, Inc. and Palm Beach County.

1.2 The UNION recognizes that the COMPANY'S Executive Director or his/her designees are the collective bargaining representatives for the COMPANY. The UNION further recognizes its obligation to bargain solely and exclusively with the COMPANY'S representatives.

1.3 When the term employee is used in this AGREEMENT, it shall mean an employee coming within the unit identified above.

ARTICLE 2
REPRESENTATION

2.1 It is mutually agreed that all business pertaining to this AGREEMENT shall be transacted between the identified management staff or representatives of the COMPANY and the regularly elected officers of the UNION, a duly accredited committee thereof composed of employees of the COMPANY, an international officer of the UNION, Stewards or Chief Stewards.

2.2 The UNION agrees to furnish the COMPANY with an up-to-date list of all UNION officers, Executive Board Members and committee members who are authorized to represent the UNION and to notify the COMPANY within forty-eight (48) hours of any changes of those so designated.

2.3 The COMPANY agrees to furnish the UNION with the names and the titles of its senior management staff who are authorized by the Executive Director to supervise or negotiate with the UNION or its members and to notify the UNION within forty-eight (48) hours of any changes of those so designated.

ARTICLE 3
MEMBERSHIP DUES CHECK-OFF

3.1 Any member of the UNION, who has submitted a properly executed dues deduction authorization to the COMPANY, in accordance with a format prescribed by the COMPANY, or on a card supplied by the UNION, if acceptable to the COMPANY, shall have his/her membership dues deducted from their wages on a biweekly basis twenty-four(24) times per year. During months which contain three (3) pay days, no deduction will be made from the 3 check. Uniform assessments shall be deducted from wages on a lump sum basis and any changes shall not be requested more than twelve (12) times a year. Dues and uniform assessments so deducted from each employee's wages shall be forwarded to the UNION on a monthly basis at the end of the first (1) month such deductions are authorized and monthly thereafter. The COMPANY shall not have any responsibility or liability for any monies once sent to the UNION, nor shall the COMPANY have any responsibility or liability for the improper deduction of dues. The UNION shall indemnify the COMPANY and hold it harmless against any and all suits, claims, demands, and liabilities that arise out of or by reason of any action taken by the COMPANY to comply with the provisions of this Article.

In addition to the regular dues and uniform assessment deducted from the employee's wages, the COMPANY agrees to deduct a uniform amount (equal for all employees who provide the authorization) from employee's pay checks for the purpose of supporting the UNION's Committee on Political Education (COPE). Employees who voluntarily authorize such contributions shall do so on a form provided by the UNION and filed with the COMPANY.

The COMPANY will transmit said deductions to the UNION within forty-eight (48) hours, if practical, following the last payroll of each month and shall accompany the payment with a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

3.2 It shall be the responsibility of the UNION to notify the COMPANY of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the COMPANY be required to deduct UNION fines, penalties, political action payments, legal service payments, or special assessments of any kind.

3.3 Any member of the UNION may, on thirty (30) days written notice to the COMPANY, require that the COMPANY cease making deductions from his/her wages.

ARTICLE 4
UNION BUSINESS

4.1 The UNION shall notify the COMPANY'S Executive Director, in writing, of the designated UNION representatives (including officials). It shall be the responsibility of the UNION to inform the Executive Director, in writing, of any change in designation of such representative. No UNION official will be recognized by the COMPANY unless the Executive Director receives written notification from the UNION of its designation.

4.2 Properly designated UNION representatives shall be permitted to process a formal grievance with the appropriate COMPANY representative at the Steps of the grievance procedure provided that this activity does not interfere with the duties as an employee, or the duties of other employees. Requests for unpaid time-off to conduct UNION business of one (1) full shift or less shall be submitted to the employee's immediate supervisor between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday, with a prior minimum of two (2) hours notice to the time desired off. The COMPANY may allow time off for UNION BUSINESS to attend UNION meetings after 5:00 p.m. provided adequate coverage exists. Under no circumstances shall a UNION representative leave his/her assigned duties to process a formal grievance procedure without first obtaining authorization from their Department Head designee. Time off for all UNION business shall be unpaid. Requests for UNION leave shall not be unduly withheld.

No more than two (2) employees from Operations or Maintenance shall be permitted off for UNION business at any one time. An employee who is excused for UNION business for less than one (1) full shift shall report back to their immediate supervisor when the UNION business is completed and work the remaining balance of his/her normal shift. Except for attendance at out of town conferences, time off for UNION business shall only be allowed from 8:00 a.m. through 5:00 p.m., Monday through Friday. When possible, grievance meetings shall be scheduled immediately after the grievant's normal regular shift.

Requests for unpaid time-off of more than one (1) day in duration but less than thirty (30) days shall be submitted in writing to the appropriate Department Head at least three (3) working days in advance.

4.3 Except the processing of a formal grievance under the conditions set forth in paragraph 4.2 above, UNION representative shall be paid by the COMPANY only when they perform work directed by the COMPANY. UNION business, including, but not limited to, attendance at negotiations, PERC proceedings, arbitrations, UNION conventions, grievance investigations and pension meetings shall not be compensated by the COMPANY, except where the UNION representative is specifically directed to appear by management.

4.4 The two (2) Stewards time off on UNION business will count in the computation of Overtime. All unpaid time-off for UNION business shall count as time worked for the

Article 4: Union Business

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purpose of Pension benefits and vacation accrual, provided an employee has been in a "paid status" (being paid by Palm Tan for work or excused absence) for at least forty (40) hours during any bi-weekly (80 hours) pay period.

4.5 Up to two (2) UNION Representatives shall be paid by the COMPANY for meetings where the UNION Representatives are requested by the COMPANY to attend.

When a UNION Representative is requesting to be paid by the COMPANY, a payroll slip must be filled out, signed by the employee and the UNION President and turned into the appropriate manager in a timely manner.

ARTICLE 5
UNION BULLETIN BOARD

5.1 The COMPANY shall provide the UNION with two (2), two (2) feet by three (3) feet bulletin boards to be placed at each facility (North, Belle Glade and South). The location will be determined by mutual consent.

5.2 The UNION's bulletin board may be utilized solely for the posting of notices of UNION meetings, notices of UNION elections and results, minutes of UNION meetings, copies of the UNION's constitution and by-laws and amendments thereto, notices of UNION recreational, business and social functions, the UNION newsletter, names of UNION representative and officials and changes and notices of dues increases.

5.3 The UNION shall post no material on its bulletin boards which may be characterized inflammatory or political campaign literature (other than internal UNION elections) or which may encourage insubordinate behavior, or which is derogatory or demeaning.

5.4 All materials placed upon the UNION bulletin boards will be signed and dated by the UNION President or another UNION representative. A copy of all materials to be posted shall be provided to the Human Resources Manager prior to posting. Materials which violate the provisions of this Article shall not be posted and shall be immediately removed if requested by Management.

5.5 The COMPANY agrees that UNION members shall be permitted to wear the emblem of the UNION on their service uniform. The size of the emblem and the location on the uniform shall be mutually agreed.

ARTICLE 6
NON-DISCRIMINATION

6.1 The COMPANY and the UNION agree that they will not discriminate against any employee or applicant for employment or promotion, discipline or any other employee action because of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, veteran status, genetic information. The COMPANY and the UNION will take affirmative action to insure that applicants and employees in the aforementioned protected classes are treated fairly and equally during employment. Both parties agree to take positive and preventive action to resolve sexual harassment cases.

6.2 Employees in the bargaining unit shall have the right to join and participate in, or to refrain from joining or participating in the UNION. Neither the COMPANY nor the UNION will discriminate against any employee in regard thereto.

6.3 The filing of a charge or complaint of discrimination with any administrative agency or court shall act as an automatic withdrawal of any grievance or arbitration regarding the same subject matter or arising out of the same event(s) which gave rise to the grievance or arbitration.

ARTICLE 7
MANAGEMENT'S RIGHTS

7.1 Except as specifically restricted by the provisions of this AGREEMENT, the COMPANY has the exclusive right to manage and direct any and all of its operations. Accordingly, the COMPANY specifically, but not by way of limitation, reserves the exclusive right to:

- A. Determine the purpose and organizational structure of the COMPANY;
- B. Exercise control and discretion over the organization and efficiency of operations of the COMPANY. Decide the scope of the service and take whatever action may be necessary to carry out the mission and responsibility of the COMPANY in routine operations or unusual or emergency situations;
- C. Set minimum performance standards for service to be offered to the public;
- D. Expand, reduce, combine, assign, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds;
- E. Set procedures and standards to evaluate employees' job performance;
- F. Establish, amend, revise, and implement any program policy and/or procedure or existing work rule;
- G. Hire, examine, classify and/or otherwise determine the criteria, qualifications, and standards of selection of employment;
- H. Determine and/or change the number in each classification and types of positions as well as the number in each classification, grade, step, or designation in any plan which is or may be developed by the COMPANY;
- I. Determine all training parameters for all COMPANY positions, including persons to be trained and the nature, extent and frequency of training;
- J. Merge, consolidate, expand, curtail, transfer, modify, or discontinue operations, temporarily or permanently, in whole or in part, whenever the discretion of the COMPANY good business judgment makes such curtailment or discontinuance advisable;
- K. Contract and/or subcontract any future work not currently performed by bargaining unit employees;
- L. Control the use of equipment and property of the COMPANY, determine the maintenance procedures, materials, facilities, and equipment to be used,

47 **Article 7: MANAGEMENT'S RIGHTS**

48 **Page -2-**

49
50 and introduce new or improved services, maintenance procedures, materials,
51 facilities and equipment;

52
53 M. Exercise all management rights and prerogatives as determined by the Public
54 Employees Relations Commission, and state and federal courts of competent
55 jurisdiction;

56
57 N. Where this AGREEMENT is silent, Palm Tran's in-practice policies and/or
58 adopted written Policy Procedure Manual policies will apply;

59
60 7.2 All rights of management which are not specifically limited by the provisions of
61 other articles of this AGREEMENT are retained by the COMPANY. Unless it is
62 provided specifically to the contrary, nothing in this AGREEMENT shall be deemed as a
63 guarantee or obligation to continue any operation, or portion thereof, performed by
64 employees in the bargaining unit, nor shall this AGREEMENT guarantee employment to
65 any employee.

66
67 Palm Tran's failure to exercise in whole or in part any one or more of the rights and
68 functions identified above shall not be deemed a waive of the COMPANY right to
69 exercise any or all of such rights and functions.

ARTICLE 8
EXTERNAL PROCEEDINGS

8.1 The parties agree that it is in the best interest of the UNION, the COMPANY, and the employees covered hereunder to attempt to resolve disputes between the parties on an informal basis before seeking relief through external proceedings (i.e. PERC, court system, etc.).

8.2 Accordingly, prior to filing an unfair labor practice charge or any external proceeding, an alleged dispute between the parties, the UNION will provide the Executive Director or his/her designee within five (5) working days, written notice of the dispute. During this time, the parties shall attempt to resolve the dispute through discussion, mediation, or any other mutually agreed-upon process. Should the matter be resolved in writing through such process, no other action will be taken by the UNION.

ARTICLE 9
RULES AND REGULATIONS

9.1 Except as otherwise provided in this Agreement, the wages, hours, and other conditions of employment of the bargaining unit employees shall be those specifically set forth or specifically incorporated by reference in this AGREEMENT.

9.2 Except as modified by a specific provision of this AGREEMENT, the UNION agrees that all employees covered by this AGREEMENT shall comply with all rules, regulations, policies, procedures, operating bulletins of the COMPANY currently in place which do not conflict with any specific provision of this AGREEMENT.

9.3 Should the COMPANY exercise this right to formulate, amend, revise, and/or implement any and all rules, regulations, policies, procedures, and/or operating bulletins, the COMPANY shall provide a copy of any new (or amended) rule, regulation, policy, procedure, or operating bulletin to the UNION at least five (5) days prior to the effective date of implementation. Should a change to a rule, regulation, policy, procedure or operating bulletin be of an urgent or emergency nature, the five (5) day prior notification may be waived and the revision will become effective when deemed appropriate and necessary by the COMPANY. Simultaneous with providing a courtesy copy to the UNION, the COMPANY shall post at each location the new (or amended) rule, regulation, policy, procedure, or operating bulletin. "Posting" may be accomplished through electronic mail, telecommunication, bulletin board posting, or any other appropriate means.

Should the UNION request impact bargaining regarding the revised work rule, regulation, policy procedure or operating bulletin, the COMPANY will endeavor to meet with the UNION as soon as practical to bargain the impact, if any. - However, necessary revisions to work rules, regulations, policies, procedures or operating bulletins will become effective as deemed appropriate and necessary by the COMPANY.

9.4 In the event the COMPANY exercises its right to issue a new (or amended) rule, regulation, policy, procedure, or operating bulletin, no bargaining unit employee shall be disciplined for violation of any such new or amended rule, regulation, policy, procedure, or operating bulletin until the COMPANY has notified the UNION of its posting of such new or amended rule, regulation, policy, procedure, or operating bulletin in accordance with the procedure set forth in 9.3 above. For the purpose of this Article, hand delivery, transmittal by facsimile, email or mailing to the Union President and the Chief Steward shall be deemed service of notice upon the UNION. Mailing shall be effective upon deposit in the United States mail by the COMPANY.

ARTICLE 10
CIVIL & NATURAL DISORDER

10.1 If in the sole discretion of the COMPANY, it is determined that a civil emergency condition exists or is threatened which could adversely affect the COMPANY's services including but not limited to riots, civil disorders, natural disasters, hurricane conditions, or similar catastrophes or disorders, special operating procedures and work rules may become effective. The provisions of this Agreement may be temporarily suspended during a civil emergency as long as those provisions regarding wages and benefits remain in effect.

Whenever a civil emergency condition exists and the COMPANY calls for actions to take place either before, during or after the emergency, the COMPANY may suspend the provisions of this AGREEMENT which in the COMPANY's sole discretion are required.

10.2 Until notified by supervisory personnel of the COMPANY or by notification to the general public that portions or all of the COMPANY's operation have been or will be suspended, employees shall report for work at their regularly scheduled time and place. Employees already at work shall continue to perform their assigned duties until notified by supervisory personnel to do otherwise.

10.3 Depending on the nature and severity of the situation, the COMPANY may suspend a portion or all of its normal operation. Work assignments during full or partial suspension of service will be determined and assigned by the COMPANY. In either full or partial suspension of its regular service, the COMPANY will have discretion as to which employees should or should not work.

10.4 During any declared emergency called by the COMPANY, Bargaining Unit Employees who are sent home from work and who do not provide a service to the COMPANY shall be credited with eight (8) hours of pay or shift time, whichever is greater for each day they remain at home, provided however, such paid time off does not exceed eighty (80) hours.

10.5 Employees who are called into work are required to work and who provide a service to the company during the time of the declared emergency shall also be credited pay for all hours worked at the appropriate rate of pay (overtime after 40 hours during any pay week).

ARTICLE 11
EMPLOYEE COOPERATION

11.1 The employees shall work at all times to the best interest of the COMPANY. They shall perform efficient service in their work. They shall operate, use and handle the Company's vehicles and equipment carefully, safely, and with the utmost regard to the safety of the general public, and the equipment entrusted to their care; they shall operate and handle the COMPANY's vehicles, equipment, facilities and supplies, at all times in full compliance with rules of the COMPANY; they shall give the public and fellow co-workers, courteous and respectful treatment at all times to the end that the COMPANY'S service to the public may improve and grow; they shall satisfactorily perform their job duties; they shall not interfere with any other employees performance of his/her job; and they shall at all times use their influence and best endeavors to preserve and protect the interest of the COMPANY and cooperate in the promotion and advancement of the COMPANY's interest.

11.2 In an effort to promote harmony and cooperation between the parties and to enhance the abilities of the parties to reach the goals listed above, meetings of Labor Representatives and Management will likely be necessary from time to time. Such meetings shall be called by mutual consent.

ARTICLE 12
STRIKES AND LOCKOUTS

12.1 During the term of this AGREEMENT, the UNION agrees that pursuant to applicable Florida law, it shall not authorize, condone, excuse, ratify, permit, cause, support or acquiesce in any strike, slowdown, sit-down, sickout, work stoppage, or any individual or concerted act of similar nature directed at interruption or interference of the efficient operation of the COMPANY'S service to the public. The UNION representatives, including its officers, Executive Board members and stewards agree that they shall take all necessary and appropriate affirmative actions to immediately stop any such activities.

12.2 There shall be no strikes, work stoppages, or picketing in furtherance of any strike or work stoppage, slowdowns, sickouts, job actions, or refusal to perform work by the employees covered under this AGREEMENT. Picketing, as used herein, shall mean any action that has the effect of preventing any employee from reporting to or continuing to work, or preventing the public from entering any Palm Tran or County facility or utilizing any service.

12.3 It shall be a violation of this AGREEMENT for any employee to fail or refuse to cross or pass any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.

12.4 The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the COMPANY . Nothing in this AGREEMENT shall restrict the COMPANY from levying different disciplinary actions against different employees based on their involvement in prohibited activities.

12.5 The UNION recognizes that the COMPANY and the employees covered are responsible for and engage in activities which are the basis of the health and welfare of the public and that, therefore, any violation of this Article would give rise to irreparable damage to the company and the public at large. For the purpose of this Article, it is agreed that the UNION shall be responsible and liable for any act by its agents, stewards, representatives, and officers, which act constitutes a violation of state law or any provision in this AGREEMENT.

12.6 During the term of this AGREEMENT, the COMPANY shall not cause or permit any lockout of any employees covered by this AGREEMENT.

12.7 The parties acknowledge that under Florida Law (447.505-507, F.S.) strikes are prohibited and that penalties including fines, employee termination and/or decertification of the UNION may be imposed for violation of this statute.

Article 12: Strikes and Lockouts
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12.8 The primary purpose of this Article rests in the mutual desire of the parties to this AGREEMENT to provide uninterrupted transportation service to the citizens and residents of Palm Beach County served by the COMPANY.

ARTICLE 13
REDUCTION IN PERSONNEL (LAYOFF/RECALL)

13.1 In the event it is necessary to reduce the number of bargaining unit employees, the COMPANY shall first identify the classification(s) to be impacted. Probationary employees in such classification(s) shall be laid off first. Thereafter, any additional layoffs in such classification(s) shall be based on the reverse order of Classification, Seniority, plus the ability to perform the essential job functions. No full-time employee who has completed their initial probationary period will be laid-off before all existing probationary, temporary or contract employees have been laid-off first.

13.2 When the regular work forces of the COMPANY are decreased, employees of the COMPANY who were laid off in accordance with 13.1 of this Article, shall be called back to work in their Classification in the reverse order in which they were laid off; provided, that this AGREEMENT or any renewal, amendment, or extension thereof, is still in effect. Employees recalled must report back to work within twenty-one (21) calendar days of receipt of the recall notice, or they shall be considered to have abandoned his/her job.

13.3 Recalled employees must meet all of the requirements of the classification at the time of the recall. Laid-off employees eligible for recall shall be offered recall before new employees are hired into their classification or shall be offered a position in a lower classification for which they are qualified before new employees are hired into such lower classification. An employee's recall rights shall expire in twelve (12) months from the date of their layoff.

13.4 **SEVERANCE PAY:** In the event an employee is given notice of Lay-Off and they work the entire thirty (30) day notice period, they will receive eighty hours of severance pay.

13.5 In the event of a layoff, the COMPANY agrees to pay the regular employer portion of the health insurance premium for both the employee and the dependent coverage for one (1) month following the month of the layoff, provided however, that the employee pays their regular portion of the premium in advance. Furloughed employees returning to work will be eligible to be re-insured under the COMPANY's group health plan, based on the terms and conditions of the plan in effect at the time of the recall.

13.6 In the event of a layoff, furloughed employees will be given priority consideration if they apply for open lower classification positions for which they qualify.

13.7 In the event the COMPANY out sources or contracts out its ground-level Operation and/or Maintenance personnel, the Supervisors may be retained as the Front-line Management Staff.

ARTICLE 14
PROBATIONARY PERIOD

14.1 A probationary period is established to provide a trial period during which the COMPANY may judge a new or promoted employee's ability, competency, fitness, suitability, and other qualifications to perform the work for which they were chosen.

14.2 All employees shall serve a one (1) year probationary period. The COMPANY has sole discretion to extend the probationary period of an employee up to six (6) months.

14.3 If a new employee (hired from outside) in the probationary period, does not meet all the necessary standards for the position, or at the discretion of management, an employee is deemed not suitable, the employee may be terminated and the employee so terminated shall have no recourse to grieve or arbitrate procedures described in this agreement or any other Palm Tran or County grievance or appeal procedures.

14.4 If within the probationary period, for an employee promoted outside of a job classification covered hereunder, the employee does not meet all the necessary standards for the position or is deemed not suitable by management or the employee for the position, the employee may at the discretion of the company be returned to his/her previous classification within the unit with no loss of classification seniority if a position in that classification remains open. If no position exists for which the employee qualifies, the employee shall be terminated. An employee found not suitable or who does not meet the minimum standards for the position and is returned to their former position, shall not have the right to seek relief through the grievance and arbitration provisions of this AGREEMENT.

14.5 The probationary period shall not be less than fifty-two (52) weeks of actual time worked. If during the probationary period the employee is out on any type of Leave of Absence, Workers' Compensation, disability or other absence, the probationary period at the sole discretion of the COMPANY, may be extended by the same amount of time as the employee was absent from work.

14.6 All non-insurance related benefits will begin from the first day of employment. Insurance related benefits will begin after the applicable waiting period as defined by the policy in effect at the time the employee is hired or promoted.

ARTICLE 15
PHYSICAL AND PSYCHOLOGICAL EXAMINATIONS

15.1 All employees shall schedule and satisfy the requirements of the Department of Transportation (FDOT) physical examination on a biannual basis prior to the expiration of their current certification. In addition, employees may be requested to take an additional FDOT physical examination for any of the following reasons:

- A. an absence lasting greater than ninety (90) calendar days,
- B. an absence resulting from a stroke, a heart attack or other serious illnesses as determined by the Palm Beach County Occupational Health Clinic,
- C. instances required by Florida Department of Transportation (FDOT) or Federal Transit Administration (FTA) regulation, or
- D. other instances of reported lack of physical or mental fitness.

Physical examination may be scheduled to be taken during normal workdays of the employees or on the employee's normal off-day. Physical examinations shall include drug tests. The expense of such physical examination shall be borne by the COMPANY. The physical examination shall be conducted at the Palm Beach County Occupational Health Clinic by a licensed physician.

If an employee missed their original physical appointment, they must reschedule the appointment and complete the physical examination within ten (10) working days. An employee who fails to make the rescheduled physical appointment or fails to keep the rescheduled appointments may be disciplined. Employees who fail to take and pass a physical or psychological examination will be disciplined.

As a condition of continued employment with the COMPANY, any physical examinations provided for must demonstrate the physical and psychological fitness of the employee involved to perform the duties for which they are employed.

Should any required physical or psychological examination preclude the employee from performing the essential duties of their position with or without a reasonable accommodation, they may at their option have a review of the case in the following manner:

- A. They may employ a licensed physician of their own choosing and at their own expense for the purpose of conducting a further physical or psychological examination for the same or recommended purpose of the physical or psychological examination made by the physician employed by the COMPANY.

44 **Article 15: Physical and Psychological**

45 **Page -2-**

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47 If the employee's medical condition is of a permanent nature, the employee may
48 be given consideration for any other open position at Palm Tran for which they
49 are deemed qualified by management.
50

- 51 B. In the event the findings of the physician chosen by the employee disagrees with
52 the findings of the physician employed by the Palm Beach County Occupational
53 Health Clinic, the Palm Beach County Occupational Health Clinic shall have the
54 sole final determination of the employee's status.
55

56 The COMPANY reserves the right to send an employee for a physical and/or
57 psychological examination at the discretion of management for cause which is not
58 arbitrary or capricious.
59

60 15.2 Employees taking the bi-annual physical during their normal off-time shall
61 receive pay for the actual time required for the physical examination not to exceed three
62 (3) hours. Those hours will be paid at the employee's straight rate of pay.
63

64 15.3 Physicians chosen by an employee as provided for in this Article, shall be
65 members of the American Medical Association.
66

67 15.4 A Tuberculosis (T.B.) Test is optional. A follow up visit is unpaid and will be
68 performed at the option of the employee.
69

70 15.5 Nothing in this Article other than set forth herein shall diminish the employees
71 rights.

ARTICLE 16
DRUG AND ALCOHOL TESTING

16.1 Each COMPANY employee has a responsibility to the public to deliver services in a safe, competent and conscientious manner. In order to achieve the highest degree of safety for our passengers and the public, all COMPANY employees must be able to work in a drug free environment and be free from the effects of alcohol and other job-impairing substances. Any use of alcohol or a prohibited drug creates the potential for job degradation. All safety sensitive employees shall be subject to random drug and alcohol testing under the terms and conditions mandated by Federal law and the Company's Substance Abuse policy, as it may be amended from time to time.

16.2 A summarized copy of the COMPANY's drug free work place policy shall be provided to all current employees, posted on bulletin boards and issued to each new employee as part of the overall orientation procedure. The COMPANY may from time amend/or modify this policy, as required by changes to the Federal Law. Any changes will be issued to the UNION, the employees and posted on the COMPANY bulletin boards.

The Palm Beach County Occupational Health Clinic Employee Assistance Program (EAP) will provide new hire orientation training on substance abuse.

16.3 Employees shall submit to drug and/or alcohol tests in accordance with Federal Regulations and the COMPANY's Substance Abuse policy, under circumstances including but not limited to the following:

- A. Pre-employment Testing - requires all applicants for employment prior to performing in safety-sensitive or transfer positions of individuals being transferred into safety-sensitive positions from a non-safety-sensitive position to submit to a test. Also, if a safety-sensitive employee has not performed a safety-sensitive function for ninety (90) or greater consecutive calendar days and has not been in the random pool the employee is required to take a pre-employment drug test and must have a negative result, prior to being reassigned to safety-sensitive duties.
- B. Reasonable Suspicion Testing - requires a safety-sensitive employee to submit to a test when the employer has reasonable suspicion to believe that the employee has used a prohibited drug or engaged in alcohol misuse.
- C. Post-Accident Testing - accident is defined as an occurrence associated with the operation of a vehicle in which:

- 1. An individual dies;

44 **Article 16: Drug and Alcohol Testing**

45 **Page-2-**

46
47 2. An individual suffers bodily injury and immediately receives medical
48 treatment away from the scene of an accident;

49
50 3 The mass transit vehicle involved is a bus, electric bus, van or
51 automobile in which one or more vehicles incur disabling damage as the
52 result of the occurrence and is transported away from the scene by a
53 tow truck or other vehicle.
54

55 D. Random Testing - is required for all safety-sensitive employees.

56
57 E. Return-to-Duty Testing - before any employee is allowed to return-to-duty to
58 perform a safety-sensitive function following a verified positive drug or alcohol of
59 .04 or greater or refusal to submit to a test, or any other activity that violates the
60 regulations.
61

62 F. Follow-up - after returning to duty an employee shall be subject to unannounced
63 follow-up testing which may include direct observation for at least 12 but not
64 more than 60 months. Follow-up testing is separate from and in addition to the
65 regular random testing program.
66

67 16.4 The expense of drug and/or alcohol testing shall be borne by the COMPANY and
68 the examining Medical Review Officer (MRO) and/or testing company shall be
69 designated by the COMPANY. Employees shall receive a paid allowance of up to two
70 (2) hours of straight pay time for taking a required drug and/or alcohol test, unless the
71 employee is already paid by the COMPANY at the time the examination is being given.
72

73 16.5 Behavior that constitutes a Test refusal are a failure to:

74
75 A. Appear for a test in the time frame specified by the employer.

76
77 B. Remain at the testing site until the testing process is completed.

78
79 C. Provide a sufficient volume of urine or breath without a valid medical explanation

80
81 D. Undergo a medical examination to verify insufficient volume.

82
83 E. Cooperate with any part to the testing process.

84
85 F. Permit the observation or monitoring of specimen donation when so required.

86
87 G. Take a second test required by the employer or collector.
88

Article 16: Drug and Alcohol Testing

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H. Sign the certification on Step 2 of the Alcohol Test Form.

Or

I. A drug test that is verified by the MRO as adulterated or substituted.

16.6 Employees are prohibited from:

A. Engaging in unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace.

B. The use of illegal drugs are prohibited at all times.

C. The misuse or abuse of legal drugs while performing transit business.

D. The use of medical marijuana and hemp products.

E. Consuming alcohol or food, candy or any other substance containing alcohol while performing a safety-sensitive function.

ARTICLE 17
SENIORITY

17.1 The "date of employment" of all current employees as presently established shall be deemed correct as of the effective date of this AGREEMENT.

17.2 For purposes relating to this AGREEMENT, Seniority shall be defined in two (2) categories as provided below:

A. Total COMPANY Seniority shall mean, the total length of continuous full-time service with the COMPANY, and any predecessor.

B. Classification Seniority shall mean, the total length of continuous full-time service within an employee's Classification. The current Classifications are defined as Operations Supervisor, Maintenance Shift Supervisor and Utilities Supervisor. For an employee promoted into a classification covered by this contract, Classification seniority will begin on the date they are promoted or transferred.

C. In the event two (2) or more individuals shall be hired or promoted on the same day, then the time/date stamped on their application shall determine their Seniority ranking.

17.3 All full-time employees moving to part-time status or part-time employees moving to full time status will be placed on the bottom of the seniority list for the applicable full-time or part-time position.

17.4 Should an EMPLOYEE be terminated or otherwise leave the employment of the COMPANY and be rehired at a subsequent date, the seniority date shall be based on the EMPLOYEE'S rehire date, except EMPLOYEES reinstated as a result of a grievance or arbitration settlement/award.

17.5 Following the hiring or promotion of a new employee into one of the Bargaining Unit Classifications, the UNION may request and the COMPANY will provide a copy of the current Seniority ranking for employees in that Classification.

ARTICLE 18
DISCHARGE AND DISCIPLINE

18.1 The right of the COMPANY is recognized to make reasonable rules and regulations governing the operation of its business, protection of its property and protection of the personal property of others while on COMPANY property or in COMPANY vehicles. Therefore, the COMPANY may terminate, suspend, demote, or otherwise discipline any bargaining unit employee for any just cause which is not arbitrary and capricious.

The term discipline includes, but is not limited to, verbal and written warnings, written reprimands, suspensions, demotions and discharge.

18.2 All charges made by the COMPANY against an employee for violation of its rules or other offense shall be made in writing within ten (10) days of the time the COMPANY has completed its investigation of the incident or occurrence. No investigation will exceed thirty (30) days without a charge being made against an employee, unless the investigation is an on-going criminal investigation. Any employee who is not permitted to work will be placed on administrative leave with pay until the investigation is complete. The employee charged will be given a copy of the written charges and the employee will be required to sign the document which will indicate the employees' receipt. Employees shall have the opportunity to refute any charges made by the COMPANY and to place that statement in their personnel file or file a grievance pursuant to Article 19.1. The UNION will be given a copy of the document.

The COMPANY shall not put any document relating to discipline or discharge in an employee's file without the employee having been provided a copy either in person or by U.S. Mail.

The COMPANY shall have a policy of progressive discipline. However, the parties acknowledge that the degree of discipline imposed for any specific action will be based on, but not limited to, the severity and nature of the action requiring discipline and the employees past employment record.

Any employee placed on administrative leave pending a hearing, will be paid, except for employees who are suspended for insubordination who shall be placed on non-paid suspension prior to a hearing.

18.3 If any employee is terminated by the COMPANY as a result of a conviction by a court of proper jurisdiction of an offense involving theft of COMPANY property or funds, operating a COMPANY vehicle while under the influence of alcohol or a controlled substance, or committing an illegal act, neither the discipline or discharge in connection therewith shall be subject to the grievance and arbitration procedures provided for in this AGREEMENT.

Article 18: Discharge and Discipline

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18.4 Employees charged by a law enforcement agency with a felony or misdemeanor involving moral turpitude, must notify the Company by the next business day and will be immediately placed on a Personal Leave of Absence for a period not to exceed three (3) months. Failure to notify the Company will result in disciplinary action up to, and including termination. If the charges are not dropped or the employee found guilty, during the three (3) month period the employee will be terminated. If, subsequent to the employees' termination, the charges are dropped or the employee is found innocent, the employee will be offered the opportunity for reinstatement into the same classification held prior to termination and the most junior employee will be furloughed in order to create an open position.

18.5 Should an employee desire to challenge any discipline imposed by the COMPANY as arbitrary and capricious or not in accordance with the terms of the AGREEMENT, except the discipline imposed with 18.4 of this Article, the employee, either personally or through the UNION, shall within ten (10) days of the date the discipline was imposed, present such complaint in the form of a written grievance to the Manager of Human Resources or designee in accordance with the Grievance Procedure specified in this AGREEMENT.

18.6 Saturdays, Sundays, and holidays shall be excluded in the circulation of the time limits provided in this Article. Such time limits may be extended by agreement between the parties.

18.7 If assessed any disciplinary action, the employee may not work on their day(s) off to make up the lost hours within the same two-week payroll period. If the discipline is imposed within 48 hours of the end of the work week, they cannot work overtime in the next two-week payroll period.

18.8 Terms of conviction shall mean an adjudication of guilt by a court of competent jurisdiction; a plea of guilty; a jury verdict of guilty; or a conviction by the Senate of an impeachable offense. F.S. 112.

ARTICLE 19
GRIEVANCE PROCEDURE

19.1 A grievance is defined to be either a:

- A. Dispute, complaint or disagreement between an EMPLOYEE, a group of employees or the UNION and the COMPANY regarding employee discipline of a written reprimand, suspension, or discharge for violation of COMPANY rules, policies, procedures, standards, or disagreement regarding interpretation or application of the terms of this AGREEMENT as it affects an individual employee or group of employees; or
- B. Disagreement between the UNION and the COMPANY, regarding interpretation or application of the terms of this AGREEMENT, which affects an entire classification of employees or the bargaining unit as a whole. This type of grievance shall be known as a "Class-Action Grievance". Only UNION Officers shall have the right to file Class-Action grievances on behalf of an entire classification of employees or the bargaining unit as a whole.

19.2 Employees have the right to refute in writing any warnings or any reprimands placed in their file or they may file a grievance, if applicable as indicated in 19.1 above, but not both.

19.3 No grievance involving an employee or group of employees shall be entertained or considered valid unless it is presented in writing to the Manager of Human Resources or designee within ten (10) days from the time the act or incident that gave rise to the grievance or within ten (10) days from the time discipline was imposed.

19.4 No Class Action Grievance between the UNION and the COMPANY involving an interpretation or application of the terms of this AGREEMENT shall be entertained or considered a valid grievance unless it is presented in writing to the Human Resources Manager or designee within ten (10) days from the time the act or incident was known by the UNION.

19.5 Nothing contained herein shall be construed as to prohibit or prevent the EMPLOYEE, the UNION or its designated representatives from discussing and/or resolving all matters pertaining to the dispute or controversy prior to the dispute or controversy being reduced to a written grievance. In an effort to resolve disputes and complaints at the earliest stage, UNION representatives shall discuss the controversy with the appropriate Department Head prior to filing a written grievance, however, failure to do so shall not prevent the filing of the grievance.

19.6 No grievance shall be entertained or considered valid unless:

- A. It is presented in writing on the designated "grievance form" to the Human Resources Manager within the time frame specified in 19.3 or 19.4.

47 **Article 19: Grievance Procedure**

48 **Page-2-**

49
50 B. The grievance states the Article (s) and Section (s) violated and the specific
51 reason for the violation.

52
53 C. The grievance states the specific remedy desired.

54
55 D. The grievance is dated and signed by the employee and/or a Union official.

56
57 Any written grievance presented in a timely manner that has been submitted, as
58 provided above, shall be processed as follows:

59
60 **STEP 1:** Within ten (10) days from the date of the written grievance was presented
61 to the Human Resources Manager, the Immediate Supervisor may schedule a
62 hearing with the Employee and/or representatives of the UNION. Based on the
63 evidence presented in the grievance or at the hearing, the Immediate Supervisor,
64 will render a written decision stating any reasons for denial of the grievance and the
65 provisions of the contract relied upon in reaching the decision, or a proposed
66 settlement of the grievance.

67
68 Within ten (10) days from the date the grievance was submitted or date of the
69 hearing (which ever is later), the Immediate Supervisor shall render a written
70 decision stating the reasons for the denial or proposed settlement of the grievance.
71 If the Immediate Supervisor has not responded within the ten (10) days, the UNION
72 may proceed to STEP 2.

73
74 **STEP 2:** If the grievance is not settled satisfactorily in STEP 1 above, it may be
75 referred by the UNION to the Division Manager within ten (10) days from the date of
76 the written response or the date the response was due. Failure to submit the
77 grievance to the Division Manager within ten (10) days will result in the grievance
78 being considered settled to the satisfaction of the parties and forever closed. The
79 Division Manager may schedule a hearing with the Employee and/or
80 representatives of the UNION. Within ten (10) days from the date submitted to the
81 Division Manager or date of the hearing (which ever is later) the Division Manager
82 shall render a written decision stating the reason for the denial or proposed
83 settlement of the grievance. If the Division Manager has not responded within ten
84 (10) days, the UNION may proceed to Arbitration if the time limits have not been
85 extended as provided in Section 19.9.

86
87 **STEP 3:** If within twenty (20) days following the date the Division Manager has
88 denied the grievance, the UNION has not demanded the grievance be submitted to
89 arbitration, such grievance shall be considered settled to the satisfaction of the
90 parties and forever closed.

Article 19: Grievance Procedure

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Any correspondence between the COMPANY and the UNION after the date of the filing of the grievance shall reference the grievance number assigned by the COMPANY.

19.7 In order to encourage settlement of a grievance at its lowest level, each grievance shall stand individually on the merits and facts of the controversy and provisions of this AGREEMENT. The COMPANY and the UNION may include, as part of any settlement reached between the parties that the settlement agreed upon did not establish a precedent against either the COMPANY or the UNION for future grievances of similar nature.

19.8 All Bargaining Unit employees shall use the grievance procedure specified in this Article regardless of Union membership or lack thereof.

19.9 Saturdays, Sundays, and Holidays shall be excluded in the calculation of the time limits provided in this Article. Such time limits may be extended for reasonable circumstances and for specified periods by mutual written consent of both the UNION and the COMPANY.

ARTICLE 20
ARBITRATION PROCEDURE

20.1 In the event either the UNION or the COMPANY has demanded Arbitration, the following procedure shall be observed:

FIRST: Within ten (10) days after one party shall have duly served a written demand for arbitration upon the other party, the Executive Director or designee shall schedule a meeting with the President of the Union or designee and endeavor to settle the dispute created by the grievance or grievances in question. Within ten (10) days from the meeting the Executive Director or designee will render a decision or settlement offer in writing.

SECOND: If the UNION does not accept the settlement offer or does not agree with the decision of the Executive Director or designee, then the UNION and the COMPANY shall proceed to select an impartial arbitrator, by requesting the Federal Mediation and Conciliation Service to submit a panel of seven (7) disinterested persons, who are qualified and willing to act as the impartial arbitrator. The request for arbitration must be made by the party demanding arbitration within ten (10) working days from the date the Executive Director or their designee has tendered their decision in writing. The cost of the request shall be borne by the party requesting the Arbitration.

THIRD: From such list the party requesting arbitration shall strike one (1) name and thereafter the COMPANY and the UNION shall alternately strike names until six (6) names have been eliminated. The person whose name remains on the list shall become the impartial arbitrator.

20.2 If the arbitrator selected by the parties hereto dies, resigns, or for any reason is unable to act, the parties shall request another list of arbitrators and proceed to select a new arbitrator in the same procedure as specified in 20.1.

20.3 The Arbitrator selected by the parties shall meet, organize, and conduct all of its proceedings in the County of Palm Beach, Florida, at such times as may be mutually agreed upon between the parties, and shall thereafter continue to meet on every business day that is practical for them to meet until all evidence and arguments have been received and heard. The quantum of proof required and to be applied by the arbitrator in disciplinary actions arbitrated under this AGREEMENT, including suspensions and discharges, shall be that of a preponderance of the evidence.

20.4 The decision of the Arbitrator shall become final and binding on the parties of this AGREEMENT when delivered to them in writing.

Article 20: Arbitration Procedure

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20.5 The fees and expenses of the arbitrator, incidental to the arbitration shall be borne equally by the parties. Such expense shall include the arbitrator's daily/hourly fee, travel, cost, hotel, meals and incidental miscellaneous costs. If either party requests that a transcript be made then the cost of the court reporter and any incidental expenses related thereto shall be borne equally.

20.6 In the event of the failure of either party to act within the limits provided within this Article, or extended by AGREEMENT between the parties, the party so failing to do so shall forfeit its case.

20.7 Saturdays, Sundays, and holidays shall be excluded in the calculation of the time limits provided in this Article. Such time limits may be extended by AGREEMENT between the parties.

20.8 It is understood and agreed between the parties that the powers of the arbitrator are limited and the arbitrator shall:

- A. Have no power to add to, subtract from, amend, nullify, ignore or modify any of the terms of this AGREEMENT.
- B. Deal only with the grievance that occasioned the appointment.
- C. Shall not have the authority to return a terminated employee to work if the termination is based on the conviction of a felony, an act of moral turpitude as defined by Chapter 435, F.S.
- D. In cases of arbitration related to the operation of County vehicles, the arbitrator shall not have the authority to place any driving restrictions on the COMPANY.
- E. No right to modify the degree of discipline if the arbitrator finds that the COMPANY's action was consistent with COMPANY policy, the terms of the collective bargaining agreement, and that the COMPANY's disciplinary action against the employee was not arbitrary and capricious.

ARTICLE 21
LEAVE OF ABSENCE

21.1 **LEAVE OF ABSENCE:** Employees covered hereunder shall comply with Company policy for Employees Unable to Perform Assigned Duties Due to Illness/Injury/Disability Policy as amended for all general (non-represented) employees of Palm Tran.

21.2 **FAMILY MEDICAL LEAVE ACT (FMLA):** Under the provisions of the Family Medical Leave Act, eligible employees are permitted to be off for up to twelve (12) weeks per year for illness of themselves, an immediate family member or the birth or adoption of a child. Family member is defined as spouse, parent or child. Spouse is defined in accordance with applicable State law.

21.3 **PERSONAL LEAVE OF ABSENCE:** At the discretion of the COMPANY, an employee may be granted a Leave of Absence for personal reasons. Granting of a Leave of Absence for personal reasons shall be approved on a case by case basis.

The COMPANY in approving or denying a Leave based on similar circumstances will have no precedent. If such Leave of Absence is granted, it will be for a maximum of three (3) months duration. Employee and dependent group insurance coverage may be continued if the employee pays that portion normally paid by the employee. The COMPANY shall continue to pay the portion of premium normally paid by the COMPANY for the employee. Should leave balances become exhausted, the employee will be personally responsible for paying the entire premium (Employee and Employer contributions) for all group insurance benefits. This includes both the premiums for the covered employee and any covered dependents for medical, basic life and basic long term disability (HMO medical) insurance.

21.4 **MILITARY LEAVE OF ABSENCE:** Employees who volunteer, are drafted, or are recalled to active duty in the military service receive the rights and privileges authorized federal military and veterans laws with respect to leave, status and re-employment.

Employees who are members of a military reserve unit or National Guard unit must present to their Division Manager their orders for annual field duty. They will receive military leave with pay, not to exceed seventeen (17) working days in a calendar year. In the event an employees is called to active duty the COMPANY shall make up the difference between the employees gross military pay and their gross regular salary for all the time spent on active duty.

21.5 Seniority during any type of Leave of Absence will not be affected and will accumulate the same as if the employee was working and not on Leave of Absence.

21.6 Any time an employee is out on any kind of unpaid Leave of Absence, the time out on Leave of Absence shall not count as time worked.

Article 21: Leave of Absence
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21.7 Medical, Dental, Vision, Long Term Disability (LTD), and Life Insurance programs shall be made available under the same terms and conditions and policies as are applicable to all general (non-represented) employees of Palm Beach County. The deduction and contribution amounts will be established by the Board of County Commissioners (as established for all general non-represented employees of Palm Beach County).

21.8 Employees on Leave of Absence for any cause may not accept other employment without written approval of the COMPANY and the UNION.

ARTICLE 22
HOLIDAYS

22.1 DESIGNATED HOLIDAYS: The Company observes twelve (12) paid holidays consisting of ninety-six (96) total hours each year. Employees may be required or scheduled to work on designated holidays. The following holidays will be observed:

- A. New Years Day
- B. Martin Luther King Day
- C. Easter
- D. Memorial Day
- E. Presidents Day
- F. Fourth (4th) of July
- G. Labor Day
- H. Thanksgiving Day
- I. The day after Thanksgiving
- J. Veterans Day
- K. Christmas
- L. Christmas Floating Day - to be designated by the Company as the day before or the day after the Christmas day holiday.

22.2 ELIGIBILITY: Employees on any type of unpaid leave, out sick or absent for any other reason, except approved Annual Leave, Jury Duty and Bereavement, on the day before, the day after or the designated day of the holiday lose their eligibility to receive holiday pay (the word "day" is defined as the employees entire normal or scheduled shift). Employees on Workers' Compensation, disability leave or other Leave of Absence are not eligible for holiday pay.

22.3 PAY: Employees may have the option to bank or receive Holiday Pay for all Holidays. Employees shall request to be paid for or to bank their Holiday hours during the pay period in which the Holiday occurs. Hours will be equal to the hours earned in their normal schedule shift. Employees who work a designated Holiday shall be paid one and one half times their normal hourly rate for all hours actually worked on the Holiday.

22.4 Holiday hours worked and holiday hours paid will count as hours worked for the computation of overtime. Holiday hours credited to the employee's Annual Leave balance do not count as hours worked for the computation of overtime.

ARTICLE 23
ANNUAL LEAVE

23.1 **DEFINITION:** Annual Leave is authorized, approved in advance, paid time off for the purpose of vacation or personal business. Annual Leave for vacations and for personal business shall be granted in accordance with provisions of this Article.

23.2 **ELIGIBILITY:** All full-time employees coming under the scope this AGREEMENT shall receive Annual Leave based on an employee's longevity.

23.3 **MAXIMUM ACCUMULATION:** Four Hundred (400) hours Annual Leave is the maximum that may be carried over the past the end of any year (by the last full payroll of the year).

23.4 **ANNUAL LEAVE ACCRUAL:** The number of hours of Annual Leave an employee earns during a year is based on the length of continuous employment with the COMPANY as indicated below:

FULL-TIME EMPLOYEES: If the Length of employment is:

Years of Employment	Hours Accrued per Pay Period
First (1 st .) Year	4.00 hours
Beginning of the second (2 nd) year thru the completion of the fifth (5) year	4.62 hours
Beginning of the 6 th year	4.93 hours
Beginning of the 7 th year	5.24 hours
Beginning of the 8 th . year	5.54 hours
Beginning of the 9 th year	5.85 hours
Beginning of the 10 th year and all years thereafter	6.16 hours

Employees hired prior to October 1, 1986 at the time of ratification of this Agreement will continue to accrue the greater amount. Employees hired prior to October 1, 2003, with a continuous length of employment of 18 years or more, shall accrue annual leave at the same rate that annual leave hours are accrued per pay period by certain Drivers, Mechanics and Utility Workers hired prior to October 1, 2003, with a length of employment of 18 years or more, so long as the annual leave accrual rate does not exceed 7.7 hours per pay period for said certain Driver, Mechanics and Utility Workers and remains in effect.

There shall be no Annual Leave accrual during any bi-weekly pay period in which an employee has not been in a "paid status" for a minimum of 40 hours. "Paid Status" is defined as any time an employee is working or on an approved leave and receiving his/her normal pay from the COMPANY while absent.

47 **Article 23: Annual Leave**

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50 **23.5 CHARGE OF ANNUAL LEAVE:**

51 Employees who are absent from their scheduled work assignment on authorized
52 Annual Leave shall be paid and have their Annual Leave balance reduced by eight (8)
53 hours per day for a five (5) day scheduled work week and ten (10) hours per day for a
54 four (4) day scheduled work week. Annual Leave of less than one full shift must be
55 taken in increments of full hours (1 hour, 2 hours, 3 hours, etc.) and only between the
56 hours of 8:00 a.m. and 5:00 p.m.

57
58 Employees may not use Annual Leave to supplement loss of pay due to suspension,
59 tardiness or other un-excused absence.

61 **23.6 ANNUAL LEAVE BID (Weeks)**

62 There will be an annual leave bid that will be bid by employees based upon total
63 COMPANY Seniority within each facility of the COMPANY. A bid will be posted during
64 the month of December each year for scheduled annual leave in the upcoming year.

65
66 The Company will have the sole discretion to determine the number of vacation slots
67 open for each bid week. However, two (2) Operations Supervisors from each operating
68 facility South County and North County and two (2) Maintenance Supervisors from both
69 facilities South County and North County combined will be permitted off.

70
71 Employees with five (5) or less years of service with the COMPANY must bid a
72 minimum of one (1) week (40 hours) and employees with more than five (5) years of
73 service with the COMPANY must bid a minimum of two (2) weeks (80 hours) of
74 scheduled Annual Leave per year.

75
76 Once annual leave is bid, employees may not alter or change annual leave weeks,
77 except that:

78
79 1. An employee will be able to trade their picked annual leave week(s), once per
80 year, for any week(s) that remain unpicked with a minimum of two (2) weeks
81 notice and;

82
83 2. Any employee who is out for documented illness and is taking Sick Leave at
84 the time their scheduled bid annual leave occurs, shall be eligible to use any
85 accumulated Sick Leave hours for the portion of their scheduled annual leave in
86 which they remain out on documented illness. The documentation must include
87 a doctor's statement indicating the date when the employee visited the doctor
88 and the estimated time of recovery. The doctor's statement must be acceptable
89 to the Palm Beach County Occupational Clinic and Palm Tran before Annual
90 Leave hours will be switched to paid Sick Leave hours.

91
92 If an employee does not have sufficient Annual Leave balance to cover the entire week

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for which they bid when the week becomes due, the employee will not be allowed off on unpaid leave and the employee will be required to work their normal schedule.

Employees may work their normal off day during a scheduled vacation week.

During emergencies, or when a critical work force shortage occurs, the COMPANY may alter or suspend any Annual Leave previously bid.

23.7 POST BID ANNUAL LEAVE REQUESTS – (WHOLE WEEK)

From the remaining open weeks that were not filled during the annual bid, employees may request a whole week of annual leave to their supervisor a minimum two (2) weeks prior to the week requested.

The COMPANY will automatically approve employees equal to the number that could have bid off during the annual bid on a first come first serve basis.

A week is considered four (4) days/ ten (10) hours or five (5) days/ eight (8) hours depending upon bid schedule.

When an employee selects an open week, their scheduled days off are included in that week.

23.8 POST BID ANNUAL LEAVE REQUESTS- (INDIVIDUAL DAYS)

From the remaining open weeks not filled during the annual bid or post bid requests, employees may request individual days of annual leave to their Supervisor a maximum of two (2) weeks in advance and a minimum of forty-eight (48) hours prior to the time requested (excluding Holidays and weekends).

The COMPANY will automatically approve employees equal to the number that could have bid off during the annual bid on a first come first serve basis.

23.9 ADDITIONAL ANNUAL LEAVE REQUESTS (WEEKS/DAYS/HOURS)

In addition to the maximum number of employees allowed off on annual leave at any time. Employees, at any time may request to their Supervisor; weeks, days or hours of annual leave. Approval of all such requests shall be the sole discretion of the COMPANY. Annual leave must be for a minimum of one (1) hour.

23.10 PAYMENT FOR UNUSED ANNUAL LEAVE

Employees who resign, or retire from the COMPANY will be paid for their accumulated

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Annual Leave accrual at their then current rate of pay up to a maximum of four hundred (400) hours. The payment for accumulated Annual Leave will be within thirty (30) days of the employee's termination date.

VACATION PAY ONLY: Employees shall be able to collect no less than two (2) days of their shift pay and up to 80 hours per calendar year. Provided, however, the employee must have sufficient Annual Leave Balance remaining after the payment, to cover the time bid for Vacation (e.g. in order to receive twenty (20) hours pay, the employee who has bid eighty (80) hours of Vacation must have one-hundred (100) hours of Annual Leave accrued). Employees may not use this provision to receive pay during the same period as they were off for suspension, unpaid sick leave or other Leave of Absence.

ARTICLE 24
ATTENDANCE

24.1 DEFINITIONS:

Unscheduled Absence is calling in sick, failure to call or report to work, leaving work early prior to the end of their shift, tardy (as defined below), or failure to provide advance notice of pre-arranged medical/dental appointment and failure to provide documentation for any type of leave.

Tardy is reporting to work or returning from breaks more than five (5) minutes after the scheduled time.

Each unscheduled absence will count as one (1) occurrence point, consecutive workdays will count as one occurrence. Any unscheduled absence(s) on workday(s) separated by an Annual Leave day(s) will be treated as multiple occurrences.

Each tardy will count as one (1) half (½) occurrence point for the 1st and 2nd tardy, the 3rd tardy and above will count as one (1) occurrence point.

24.2 PROCEDURES:

Calling In Sick - First shift supervisors must call in sick by two (2) hours prior to their absence. All other supervisors must call in sick at least one (1) hour prior to the scheduled start time of their shift. Supervisors must call in each day of an absence within the timelines described in order to receive Sick Leave pay unless on pre-approved leave of absence.

Pre-arranged Medical and Dental appointments – Employees must provide a minimum of twenty-four (24) hours notice to your immediate supervisor (excluding holidays and weekends).

Documentation – Employees must provide acceptable documentation (as stated in 24.3) to your immediate supervisor within three (3) days after returning from any type of leave.

24.3 GENERAL SICK LEAVE RULES:

Sick hours must be used in full hour increments with a maximum equal to the hours regularly scheduled on the employee's normal shift for each shift the employee is absent under the provisions of this Article.

Employees who are absent for three (3) consecutive days or more must call to report back to work by 11:00 a.m. the day prior to returning to work.

46 **Article 24: Attendance**

47 **Page -2-**

48
49 If an employee has called in sick, the employee will not be allowed to work on any
50 portion of their normal shift.

51
52 All accumulated Sick Leave balances must be used before an employee is permitted to
53 be absent on un-paid sick leave.

54
55 Paid Sick Leave hours will be paid at the employees' current straight time rate of pay.

56
57 Paid Sick Leave hours shall not count toward hours worked for the computation of
58 overtime.

59
60 Under no circumstances may employees use accumulated paid Sick Leave to cover
61 the scheduled work day prior to or following an Annual Leave day or during a period of
62 vacation, unless the illness is documented.

63
64 Sick Leave may not be used to conduct personal business.

65
66 Employees are only required to report to the Palm Beach County Occupational Health
67 Clinic after five (5) consecutive days of personal sick leave. However, The COMPANY
68 reserves the exclusive right to require a doctor's note for any absences when abuse of
69 sick leave is evident.

70
71 **24.4 SICK LEAVE ACCRUAL:**

72
73 Employees shall accrue Sick Pay hours at a rate of 4.0 hours per biweekly pay period
74 up to a maximum accumulation of one thousand (1000) hours. A new employee's Sick
75 Leave accrual will begin on the first full payroll period and biweekly thereafter.

76
77 An employee must be in a paid status for a minimum of 40 hours during any biweekly
78 pay period in order to accrue sick leave for that pay period. "Paid Status" is defined as
79 any time an employee is working or on paid leave.

80
81 **24.6 PAYMENT OF UNUSED SICK HOURS:**

82
83 Employees hired prior to 10-1-1997 who retire under the COMPANY's retirement plan,
84 will receive payment at their current rate of pay for twenty-five percent (25%) of their
85 accumulated Sick Leave balance. Employees hired on and after 10-1-1997 will receive
86 ten percent (10%) of their accumulated Sick Leave balance upon retirement.
87 Employees, who are terminated or leave the COMPANY prior to retirement shall not be
88 eligible to receive reimbursement for any accumulated Sick Leave balance.

Article 24: Attendance

Page-3-

24.7 DISCIPLINE:

Occurrences points will remain on an employee's record based on a rolling twelve (12) month period from the date of the occurrence. Should it be determined that an employee is taking Sick Leave under false pretenses, the time off shall be without pay and the employee shall be subject to appropriate discipline.

Any employee who fails to call or report to work for three (3) consecutive scheduled work days shall be considered to have voluntarily quit their job without recourse to a pre-termination hearing, grievance hearing and arbitration process. However, if requested by the employee within ten (10) days the COMPANY will afford the employee opportunity to provide justification for their failure to call or report to work for three (3) consecutive days. It will be at the sole discretion of the COMPANY to accept the justification.

Patterns of abusive Sick Leave usage, include but are not limited to, being out on the same day of the week, calling in sick at the beginning or end of the work week on a regular basis or calling in sick before or after scheduled vacations or annual leave days or other abusive patterns shall be subject to discipline.

Failure to call within the required time as established in this article will result in one (1) additional occurrence point being assessed. Once assessed, a point maybe removed only if the employee establishes to Palm Tran's sole satisfaction within twenty-four (24) hours of the employees return to work that the failure to call was beyond the employee's control.

Failure to call and report to work within two (2) hours of scheduled report time will result in three (3) occurrence points be assessed. Once assessed, up to two (2) points maybe removed only if the employee establishes to Palm Tran's sole satisfaction within twenty-four (24) hours of the employee return to work that the failure to call and report was beyond the employee's control.

Corrective discipline will be administered according to the following schedule:

Number of Occurrences Points	Discipline
1 st , 2 nd , 3 rd , and 4 th	No discipline
5 th	Verbal Warning (documented)
6 th	Written Warning
7 th and 8 th	Counseling with possible discipline or alternative resolution
9 th	Shall result in a pre-termination hearing and possible termination

ARTICLE 25
BEREAVEMENT LEAVE

25.1 DEFINITION: Paid bereavement leave is expressly for periods of bereavement and/or attendance of a funeral of an immediate family member.

Immediate family members are defined as the employee's present spouse, domestic partner, child, children of a domestic partner, parent, present mother-in-law and father-in-law, sister, brother, grandparent, grandchild, current step-mother, step-father, step-child or legal ward of the employee residing in the employee's household.

Time off for the death of a relative or other person not identified above may be granted from the employee's accumulated Annual Leave based on the rules for use of un-scheduled Annual Leave.

25.2 In the event of death of an immediate family member, as provided in 25.1, the employee shall be permitted to take up to four (4) consecutive days paid leave upon notification of the deceased to the appropriate Division Head. Leave must be taken within thirty (30) days of the death. The amount of pay received by the employee shall be equal to the employee's normal assigned shift for each full day they remain out on Bereavement Leave. If an employee has sufficient Annual Leave balance, they may take unscheduled Annual Leave for an additional two (2) days provided there are sufficient workers available to cover anticipated workloads.

If an employee is on Workers' Compensation or any other leave of absence, the employee shall not be eligible for bereavement leave. Those employees who suffer the loss of an immediate family member outside of the United States will be allowed bereavement leave effective the date of the formal notice (telegram or registered letter) is received.

25.3 The COMPANY requires proof from employees of death and the employee's relationship to the deceased on a form to be provided by the COMPANY. If proof is not provided within two (2) weeks after payment of the leave the time paid will be deducted from the employee's paycheck.

ARTICLE 26
SCHEDULED WORK WEEK/WORK LOCATION

26.1 WORK TIME: Employees are required to be ready to work at their scheduled report time; failure to do so may result in disciplinary action. The COMPANY reserves the right to determine and re-determine the method and procedure for which employees work time is recorded.

26.2 OPERATIONS

It is the policy of the COMPANY to use its employees for which they are qualified, reserving to the COMPANY the right to judge qualifications, fitness, and ability of the employee, and to assign such employees to such work as it may be deemed necessary.

At such times as the COMPANY deems necessary, it will determine the number of employees needed in each classification, at each work location and on each shift and the employee's assignment on each shift.

THE WORK WEEK: The work week for all full-time employees shall consist of either four (4) ten (10) hour days or five (5) eight (8) hour days. All employees will be scheduled a minimum of two (2) consecutive days off whenever possible. The work week begins on Sunday at 12:01 a.m. and ends on Saturday at midnight.

SWITCHING WORK: A supervisor will be permitted to switch days off within the same work week no more than three times a bid. Supervisors can only switch shifts on the same day with equal amounts of scheduled hours with another employee. For purposes of this Article switching days off and/or shifts requires two employees to participate in the switch so that the switch does not interrupt continuity of coverage for shifts bid.

WORK TIME:

When the COMPANY's work facilities are located at more than one (1) site, all employees will be allowed to bid at least annually in December on the facility at which they desire to work. The number of employees, number of classifications by shift, and number of work assignments for each different work location will be determined by the COMPANY. A list will be posted for a minimum of ten (10) days prior to the bid. Employees shall bid on their annual work location based on Classification Seniority. Once the bid has been completed, employees will be required to work at that facility for an entire year unless a reduction in service requires the COMPANY to re-evaluate the number of employees needed at the facility. In such case, a new facility bid will be initiated. If a position becomes open at one facility, employees may bid on the open shift in Classification Seniority.

If a position becomes vacant, the COMPANY may temporarily place an employee in a different work location, work assignment, and shift until the position is filled.

47 **Article 26: Scheduled Work Week/Location**

48 **Page-2-**

49
50 The COMPANY will determine work location, work assignments, and shifts of all new
51 hires for the balance of the current bid.

52
53 Supervisors Shift Bid: A shift bid in each facility shall occur by classification seniority,
54 two (2) times per calendar year, and bids shall be posted on the first Monday during the
55 months of June and December and shall become effective on the first full pay period in
56 July and January.

57
58 THE COMPANY will indicate the date and time that each supervisor will be required to
59 select their shift and vacation. Should a supervisor be unable to bid their shift and
60 vacation when it becomes their turn, then the Union Representative will pick a shift
61 and/or vacation from a written request made by the supervisor. If it not, the supervisor
62 will be skipped.

63
64 An Overtime sign up will be included in each Shift Bid.

65
66 In addition, a bid may be posted at such other times the COMPANY determines that a
67 change in operations, amount or type of work to be undertaken on a particular shift, or
68 other circumstances dictate a need for reduction of employees or additional employees
69 needed on any shift or facility.

70
71 A Floater shift (s) will be posted in the general bid for employees to bid on. The Floater
72 will bid a primary facility. This position will cover any employee absence, vacancies or
73 vacation. The Floater shift and days off will be subject to change as needed. When the
74 Floater covers a full week assignment they will be assigned to open schedule (Shifts,
75 days off, etc.) In the event the employee who was absent returns to work during that
76 week the Floater will keep the same days off and return to their bid shift (hours) unless
77 otherwise assigned.

78
79 **Supervisor Open Work**

80 The Company at bid time will identify as part of the bid process, positions that the
81 Company always desires to see filled. These positions shall be one (1) communicator
82 usually located in North Facility and one (1) Road Supervisor and one (1) Dispatch
83 Supervisor located one (1) each in North and South facilities. When such scheduled
84 work is known to be open on a next day or more basis (more than 24 hours advance
85 notice) the Company will fill this work either by use of a floater position(s) or by use of
86 the full shift overtime procedures. The Belle Glade Supervisor position(s) will be a Road
87 Supervisor Floater position(s) included in the North County complement. The
88 position(s) will report to the Belle Glade Facility.

89
90 When one of these positions becomes open with less than 24 hours advance notice,
91 the Company will work to fill this, as soon as possible. The Company may do so by
92 assigning other Scheduled Supervisors to fill the work including by requiring scheduled

93 **Article 26: Scheduled Work Week/Location**

94 **Page -3-**

95
96 Supervisors to work overtime prior to or after the scheduled shifts only until relief is
97 available or by calling in Supervisors to work for limited duration (a minimum of three
98 hours) or by temporarily reassigning the floater position. The decision of which
99 process to be used will be at the Company's discretion.

100
101 When a position that is not designated to always be filled is vacant or becomes open,
102 the COMPANY has the option of filling this position or not filling this position or only
103 filling this position for reduced periods of time.

104
105 The COMPANY will agree that when the floater position needs to be reassigned for
106 next day duties, except in emergencies that said reassignment would occur by 4pm.

107
108 **26.3 MAINTENANCE**

109
110 **WORK WEEK:** The work week for all full-time employees shall consist of either four (4)
111 ten (10) hour days or five (5) eight (8) hour days. All employees will be scheduled a
112 minimum of two (2) consecutive days off whenever possible. The work week begins on
113 Sunday at 12:01 a.m. and ends on Saturday at midnight.

114
115 **BIDDING:** A bid will occur at least two (2) times per year. The bid will be posted on the
116 first (1st) Monday during the month of December and June to become effective the first
117 (1st) Sunday of a new pay period in January and July. The bid will be posted five (5)
118 days prior to the start of bidding. During the December bid employees will bid on the
119 facility that they will be assigned.

120
121 The COMPANY will determine the number of employees and available shifts at each
122 work location.

123
124 In addition, a bid may be posted at such other times the COMPANY determines that a
125 change in operations, amount or type of work to be undertaken on a particular shift, or
126 other circumstances dictate a need for reduction of employees or additional employees
127 needed on any shift or facility.

128
129 If a position becomes vacant, the COMPANY may temporarily place an employee in a
130 different work location, work assignment, and shift until the position is filled.

131
132 Bidding shall be by Classification Seniority.

133
134 THE COMPANY will indicate the date and time that each supervisor will be required to
135 select their shift and vacation. Should a supervisor be unable to bid their shift and
136 vacation when it becomes their turn, then the Union Representative will pick a shift and/
137 or vacation from a written request made by the supervisor. If it not, the supervisor will
138 be skipped.

Article 26: Scheduled Work Week/Location

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An Overtime signup sheet will be included in each Shift Bid. Employees who wish to work Overtime may place their name on the Overtime sign-up sheet.

Each shift shall include:

- Start time of the shift
- End time of the shift
- Lunch time
- Days off

Any employee out on Annual leave or short-term illness or who elects not to be present to bid may leave their choices with their UNION representative. The UNION representative shall bid on behalf of those employees who have left choices and are not present. In the event the choices left with the UNION representative are not available, the UNION representative shall pick the closest possible shift to the employee's choices. If an employee fails to bid in a timely manner the employee will be "bid around". Any employee who has not bid and was "bid around" will be assigned a shift by the UNION representative at the end of bidding in classification seniority from the remaining shifts.

If a Floater position exists, the shift (s) will be posted in the general bid for employees to bid on. Floaters will bid a primary facility, however they may be required to work in another facility. This position will cover any employee absences, vacancies, or vacations. The Floater shift will be subject to change as needed. When the Floater covers a full week assignment they will be assigned the open schedule (shifts, days off, etc.) In the event the employee who was absent returns to work during that week the Floater will keep the same days off and return to the their bid shift (hours), unless otherwise assigned.

ARTICLE 27
OUT OF CLASS WORK

27.1 The COMPANY and the UNION agree that non-bargaining employees will not be allowed to perform work normally assigned to Bargaining Unit employees covered by this AGREEMENT, except when a situation or occurrence of a serious nature develops suddenly and unexpectedly, and demands immediate action. In such case, the COMPANY will take appropriate measures to fill the work with available Bargaining Unit employees as soon as practical. If there are no immediately available Bargaining Unit employees, or if the work is an incidental or minor nature, the work may be performed by other non-bargaining unit employees until such time as a substitute can be obtained.

27.2 Employees may also be used out of classification within their division to instruct or train other employees or to substitute for short periods of time if another employee in a higher or lower classification is not available.

27.3 If a Bargaining Unit employee is required to work in a higher classification for a period of time exceeding ten (10) continuous working days, the employee shall receive additional pay as follows for the period working in the higher classification:

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

ARTICLE 29
DRIVER LICENSES

29.1 Employees will comply with all pertinent provisions of the "Commercial Motor Vehicle Safety Act of 1986" and shall be required to possess a valid Commercial Drivers License (CDL), Class B, with Passenger and Air Brake endorsement. In addition all employees covered by this AGREEMENT will comply with and be subject to the provisions of the Palm Beach County's Vehicle Safety Program (PPM#CW-0-004) or any amendments thereto.

29.2 Employees shall immediately notify their appropriate Supervisor in writing, should their driver's licenses be revoked or suspended or in the case of a restriction which impairs the employee's ability to perform their job.

In the case of a revoked or suspended license, or in the case of a restriction that impairs the employee's ability to perform their job, the employee will not be allowed to work until their driver's license has been reinstated without the restriction. During the period in which the employee is attempting to have their license restored, the Employee will be granted Unscheduled Annual Leave for up to ten (10) business days. If the employee does not have sufficient Annual Leave balance to cover the time off, the time off will be unpaid.

29.3 Employees involved in an accident while operating a COMPANY vehicle with a suspended or revoked license or fails to notify the company of a suspended or revoked license shall be immediately suspended without pay pending the appropriate discipline, including possible termination.

29.4 The COMPANY will conduct random Department of Motor Vehicle checks on employees' driving records.

29.5 The COMPANY shall provide an annual allowance of \$50 for renewing their required CDL license every six (6) years. The allowance will be paid during the first full payroll in March each year.

29.6 The time limits provided in this Article may be extended at the sole discretion of the COMPANY.

ARTICLE 30
OVERTIME

30.1 Bargaining unit employees shall be paid one and one-half (1 ½) times their regular hourly rate of pay for all hours actually worked in excess of forty (40) hours in their designated work week.

30.2 Due to operational circumstances, employees may be required to work overtime prior to or after their normal shift or to complete an assigned task. If required to work, the employee will work or be subject to discipline unless a documented emergency requires the employee to be released. Acceptable documentation must be made available within twenty-four (24) hours of returning to work or the employee is subject to discipline for not working as requested.

30.3 OPERATIONS: If it is necessary to fill an entire shift with overtime the COMPANY will contact employees as follows:

Step 1: Starting in each location by Division classification seniority order, from employees who are scheduled off and have signed up to work on their off day during the current bid in the facility in which the absence occurred.

Step 2: If there are no off day employees available to work in the facility where the absence occurred, the COMPANY will offer overtime to employees currently on duty in that facility.

Step 3: If no on duty employees currently working in that facility are available to work, then the COMPANY will ask employees who have signed up to work on their on their off day during the current bid in another facility.

Step 4: If no employees are available to work, then the COMPANY will assign overtime in reverse classification seniority order.

30.4 MAINTENANCE: If it is necessary to fill an entire shift with overtime the COMPANY will contact employees as follows:

Step 1: Employees who have signed up to work on their off day in the facility in which the absence occurred.

Step 2: If there are no off day employees available to work in the facility where the absence occurred, the COMPANY will offer overtime to employees currently on duty in that facility.

Article 30: Overtime

Page -2-

Step 3: If no employees currently working in that facility are available to work, then the COMPANY will ask employees who have signed up to work on their off day in another facility.

Step 4: If no volunteers are available from employees signed up to work on their off day in another facility, then the Floater from the facility in which the absence occurred will be assigned.

Step 5: If the Floater cannot be used, then overtime will be assigned in reverse classification seniority order.

Overtime will be assigned in classification seniority order for step 1 through 3.

30.5 Hours that do not count toward the computation of Overtime include:

- A. Sick Leave hours (paid or un-paid)
- B. Hours when absent on any type of Leave of Absence
- C. Bereavement Leave hours
- D. FMLA hours
- E. Suspension hours (paid or un-paid)
- F. Any other un-paid or un-excused hours
- G. Workers' Compensation Leave hours
- H. Military Leave

30.6 In employees' shift shall not be changed or altered or the employee shall not be required to take leave or be placed in an un-paid status in order to prevent the payment of overtime without the employee's consent.

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31.3 **CALL BACK:** All Bargaining Unit employees called back to work beyond their normal shift shall be guaranteed a minimum of two (2) hour pay, which shall be considered hours worked for the computation of overtime. There shall be no guaranteed minimum for hours required to work immediately preceding or immediately after the employees normal assigned work or shift.

ARTICLE 32
INSURANCE

32.1 The employees covered hereunder shall be provided health, dental, vision, LTD, life insurance, felonious assault and Workers' Compensation benefits and programs under the same terms and conditions (including contribution rates) as are applicable to all (non-represented) employees of Palm Beach County.

Benefits under any of these plans are subject to the terms and conditions of the policies of each plan contract with Palm Beach County. The County reserves the right as the joint employer to modify, amend or terminate any plan.

ARTICLE 33
UNIFORMS

33.1 Employees shall be required to wear uniforms while on duty in accordance with the requirements of the COMPANY. Shorts may be allowed to be worn during approved "Special Events".

33.2 MAINTENANCE AND UTILITY SUPERVISOR: Employees in the Maintenance Division shall be furnished one (1) clean rental uniform for each scheduled shift. Maintenance employees shall be required to wear safety shoes approved by the COMPANY. Each employee will be provided with one new pair of safety shoe each year or as needed and if approved by the Manager, Maintenance or his/her designee as outlined in PT-P-037.

33.3 OPERATIONS SUPERVISOR: Operations department employees will wear the uniform prescribed by the COMPANY. The COMPANY will designate the color and design of the uniform.

The approved vendor and manufacturer for all uniform garments shall be designated by the COMPANY. The COMPANY shall inform employees where the garments can be obtained. All active employees upon ratification of this contract will receive five (5) new uniforms in April 2016 and three (3) additional sets of uniforms each April for the duration of this contract. Each employee hired after ratification of this contract will receive five (5) new uniforms when hired and three (3) additional sets of uniforms each April for the duration of this contract. If the employee is terminated or resigns prior to completion of one (1) year of service, the cost of the uniforms will be deducted from the employee's final check.

33.4 Employees will be required to display a Palm Tran ID/Security badge on their uniform at all times while on duty.

ARTICLE 34
TUITION REIMBURSEMENT AND TRAINING

34.1 TUITION REIMBURSEMENT: The procedure to obtain and payment for tuition reimbursement will be in accordance with existing COMPANY policy.

34.2 TRAINING PROGRAMS: To achieve the mutual objective of qualifying employees for upward mobility within the COMPANY, and to ensure that employees are properly trained for duties of their existing position, the COMPANY may from time to time schedule employees' safety or training classes or programs. The cost of the training programs shall be borne by the COMPANY.

When the COMPANY determines that training is required, it will be considered a condition of employment for any affected employee to present themselves at the appropriate time and place designated by the COMPANY for the required training.

Due to the COMPANY's various shifts and schedules the training may be scheduled on weekends, during the evening hours or in conjunction with employees regular schedule.

ARTICLE 35
PENSION PLAN

35.1 Palm Tran, Inc. and the Amalgamated Transit Union (ATU), Local 1577, A.F.L.-C.I.O.-C.L.C., have established a participating Retirement Plan. The Plan is jointly administered by the Board of Trustees, currently consisting of two (2) representatives appointed by the President of Palm Tran, Inc. and two (2) ATU UNION representatives. One of the UNION representatives is the ATU UNION President, and the second representative is currently appointed by the UNION President.

The Palm Tran Pension Plan (Plan), including all amendments as made to the Plan by its Board of Trustees of the date of the Agreement, are incorporated into and made a part of this Agreement. The Union agrees that all other Plan modifications, including but not limited to Company and employee contributions, and all changes to the ATU Local 1577 Restated Agreement and Declaration of Trust (Trust), that are made applicable to any other bargaining unit through the collective bargaining process, shall be applicable to the employees without further action of the Union or the Company.

Any changes in the Plan required to be in compliance with Florida law and/or Federal law shall be made by incorporation into the Plan.

35.2 The employee contributions to the Plan shall be 3% of gross pay, unless modified pursuant to the above provision.

35.3 Participation in the Pension Plan will commence on the first day of full-time employment. Enrollment in the Plan is mandatory for all full-time Bargaining Unit employees.

ARTICLE 36
WORKERS' COMPENSATION

36.1 Employee's injured while on duty shall receive Workers' Compensation benefits including weekly indemnity payments in accordance with Florida law. Time out on workers' compensation will count toward the employee's FMLA balance.

36.2 Each employee shall immediately report any on-the-job injury to their supervisor. The COMPANY's Workers' Compensation program shall be administered by the Palm Beach County Occupational Health Care Clinic. Injured employees will be required to comply with the procedures established by the Palm Beach County Occupational Health Clinic.

36.3 Employees on Workers' Compensation who have been released for light-duty by the Palm Beach County Occupational Health Clinic may be returned to work in a light-duty status, provided light duty work is available.

The time worked on light-duty will not be considered a permanent change in assignment or Classification.

The nature and availability of the light-duty job assigned shall be solely a Management determination.

36.4 Employees covered hereunder shall adhere to the Workers' Compensation Program Policy as amended for all general non-represented employees of Palm Tran.

If an employee is terminated pursuant to this provision, the eligibility for workers' compensation benefits shall not be affected.

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. 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 (½) 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

Shift Differential will not be paid for hours worked during any special event, unless the

Article 37: Wages and Other Pay

Page -2-

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.

ARTICLE 38
NEPOTISM

38.1 **DEFINITION:** "An officer. . . or employee of an agency in whom is vested the authority by law, rule, or regulation, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in an agency.

38.2 A COMPANY employee may not appoint, employ, promote, advance, or advocate for advancement any individual who is a relative of the official to a position in the agency in which they are serving or over which they exercise jurisdiction or control.

Applications for employment must divulge the employee of the COMPANY and the applicant's relationship to the employee. The Executive Director must approve the hiring or promotion of a relative within the COMPANY to assure that no managerial or supervisory conflict exists.

38.3 DEFINITION OF A RELATIVE: A "Relative" is a spouse, parent, child, sibling, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister, grandfather, grandmother, grandchild, court-appointed legal guardian, ward of employee, or domestic partner.

ARTICLE 39
WAIVER

39.1 The waiver of any breach or condition of this AGREEMENT by the parties hereto shall not constitute a precedent for any subsequent waiver of any breach or condition.

39.2 All past practices which conflict with the provisions of this agreement have no binding effect, and do not constitute precedence for further action.

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ARTICLE 41
DURATION OF AGREEMENT

41.1 This AGREEMENT is in effect from October 1, 2014 until September 30, 2017, and the parties agree it contains the entire agreement between the parties, as supplemented by the signed Letter of Understanding attached hereto, in all matters relative to wages, hours, working conditions, and all other matters which have or could have been negotiated by and between the parties prior to the execution of this AGREEMENT. Neither party shall be permitted to reopen or renegotiate this AGREEMENT, or any part of this AGREEMENT, for the period from its effective date through and including September 30, 2017. The only exception to this provision shall be that the parties can mutually agree to reopen any provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed and signed by their duly authorized representatives as of this _____ day of APR 19 2016, 2016.

PALM TRAN, INC.
3201 Electronics Way
West Palm Beach, Florida
33411-4618

SEIU, FLORIDA PUBLIC SERVICES UNION,
CtW, CLC
2112 S. Congress Ave., Suite 207
Palm Springs, Florida 33406

By: Verdenia C. Baker
Verdenia C. Baker, County Administrator

By: Barbara Watson
Barbara Watson
Organizing Coordinator

By: Clinton B. Forbes
Clinton B. Forbes,
Executive Director, Palm Tran

By: Howard Proctor
Bargaining Team Member

By: George Jones
Bargaining Team Member

38 **Article 41: Duration**

39 **Page -2-**

40
41 Ratified by the SEIU, Florida Public Services Union, CtW, CLC, on March 24, 2016.

42
43 ATTEST:

44
45
46 By: Bernard W. [Signature]
47 Officer
48

49
50 Ratified by the BOARD OF COUNTY COMMISSIONERS, Palm Beach County, Florida,
51 on APR 19 2016, 2016.

52
53 PALM BEACH COUNTY **R2016 0518**
54 BOARD OF COUNTY COMMISSIONERS: :

55
56 By: Mary Lou Berger [Signature]
57 MARY LOU BERGER, MAYOR
58
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61 ATTEST:
62 SHARON R. BOCK
63 CLERK AND COMPTROLLER

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65 By: Nancy Powell [Signature]
66 Deputy Clerk
67
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69 APPROVED AS TO FORM
70 AND LEGAL SUFFICIENCY

71
72 By: [Signature]
73 County Attorney
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76 APPROVED AS TO TERMS
77 AND CONDITIONS

78
79 By: [Signature]
80 Clinton B. Forbes
81 Executive Director, Palm Tran
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**Letter of Understanding
Between
Palm Tran, Inc. (the Company)
and
SEIU, Florida Public Services Union, CtW, CLC (the Union)**


This Letter of Understanding (LOU) between the Company and the Union clarifies the application of the Labor Management Agreement between the Company and the Union (LMA). The LOU shall be included with and supplement the LMA, and shall take effect the same time the LMA takes effect.

1. The Article 37 wage increases to take effect following the first full pay period following October 1, 2014 and the first full pay period following October 1, 2015 will be implemented retroactively. Said wage increases 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 Count Commissioners.
2. The Company, during the term of this Agreement, will conduct a wage survey covering the positions included in this Agreement, considering similar positions and agencies in transit.
3. The Company and Union will schedule regular labor management meetings to discuss issues relating to operations.
4. The parties intend that the LMA, as clarified above, will become effective on midnight of the day following ratification by the parties.
5. In the event of any conflict between the LMA and this LOU, the LOU shall control.

BY:


Clinton B. Forbes
Executive Director, Palm Tran

BY:


Barbara Watson, Regional Coordinator
SEIU, Florida Public Services Union, CtW, CLC