

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 14, 2014 Consent Regular
 Ordinance Public Hearing
 Department: Palm Tran

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to approve: the Labor-Management Agreement (LMA) between Palm Tran, Inc. and the Palm Beach County Board of County Commissioners (BCC), as joint employer, and the Service Employees International Union (SEIU) Florida Public Services Union representing 39 regular full-time, non-professional, supervisory employees of Palm Tran, Inc. through September 30, 2014.

Summary: On February 5, 2008, the BCC approved a LMA (R2008-0243) between Palm Tran, Inc. and the Palm Beach County Board of County Commissioners, as joint employer, and the SEIU that officially expired on September 30, 2010. Pursuant to collective bargaining negotiations, this LMA provides for a 3% wage increase (same as received by all other County employees), modifies the pension benefits in accordance with that negotiated with the Amalgamated Transit Union (ATU) that represents Palm Tran drivers and maintenance workers and as enacted by the Palm Tran Pension Board of Trustees. This includes new employee contribution rates for the Palm Tran Pension Plan of 2.75% in 2014 and 3.0% in 2015. This LMA, in addition to extending the remaining terms of the previous LMA through September 30, 2014, provides language to re-open negotiations between the parties in order to negotiate a longer term agreement. Staff estimates that the cost of these changes is approximately \$86,674. The BCC approved Palm Tran FY 2013 – 2014 Budget anticipated this cost. Countywide (DR)

Background and Justification: That the Labor Management Agreement in effect from October 1, 2007 – September 30, 2010 has remained status quo for the County FY 2010/2011 – 2012/2013. Both parties have waived their rights to negotiate changes for those fiscal years. This Agreement was approved by the SEIU membership by vote on December 5, 2013. This bargaining unit is certified by the Public Employees Relations Commission under Certification No. 1373.

Attachments:

- 1. Labor Management Agreement – October 1, 2013 thru September 30, 2014
- 2. 2013 Memorandum of Understanding between Palm Tran, Inc. and the SEIU (Letter of Agreement)
- 3. SEIU Letter advising Palm Tran of Ratification

Recommended By: December 19, 2013
 Executive Director Date
 Approved By: 1/7/14
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Grant Expenditures					
Operating Costs	\$ 86,674				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$ 86,674				
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes X No _____

Budget Account No.: Fund 1340 Dep't. Various Unit Various Object Various

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

C. Departmental Fiscal Review: John Murphy
John Murphy, Finance Manager

III. REVIEW COMMENTS

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

John P. ...
OFMB *KW* *SN* *12/20/13*
6/26

...
Contract Dev. and Control
1-6-14 *B. Wheeler*

B. Legal Sufficiency:

...
Assistant County Attorney *1/6/14*

C. Other Department Review:

Department Director

Labor – Management Agreement

between

SEIU, Florida Public Services Union, CtW, CLC

and

Palm Tran Inc.

October 1, 2013 thru September 30, 2014



<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NUMBER</u>
1	Recognition	3
2	Representation	4
3	Membership Dues Check-Off	5
4	Union Business	6-7
5	Union Bulletin Board	8
6	Non-Discrimination	9
7	Management's Rights	10-11
8	External Proceedings	12
9	Rules and Regulations	13
10	Civil and Natural Disaster	14
11	Employee Cooperation	15
12	Strikes and Lockouts	16-17
13	Reduction in Personnel (Layoff/Recall)	18
14	Probationary Period	19
15	Physical and Psychological Examinations	20-21
16	Drug and Alcohol testing	22-24
17	Seniority	25
18	Discharge and Discipline	26-27
19	Grievance Procedure	28-30
20	Arbitration Procedure	31-32
21	Leave of Absence	33-34
22	Holidays	35
23	Annual Leave	36-39
24	Attendance	40-42
25	Bereavement Leave	43
26	Scheduled Work Week/Location	44-47
27	Out of Class Work	48
28	Deleted	-
29	Driver Licenses	49
30	Overtime	50-51
31	Time Allowances	52
32	Insurance	53
33	Uniforms	54
34	Tuition Reimbursement	55
35	Pension Plan	56
36	Worker's Compensation and Training	57
37	Wages and Other Pay	58-59
38	Nepotism	60
39	Waiver	61

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NUMBER</u>
40	Separability	62
41	Duration of AGREEMENT	63-64

Memorandum of Understanding

1 **AGREEMENT**

2
3 This AGREEMENT is made and entered into this 19th day of November 2013, by and
4 between Palm Tran, Inc., and Palm Beach County as joint employers hereinafter
5 referred to as the COMPANY, and the SEIU, Florida Public Services Union, CtW, CLC,
6 hereinafter referred to as the UNION.

7
8 **WITNESSETH**

9
10 That the parties hereto contract and agree as follows:

11
12 **ARTICLE 1**
13 **RECOGNITION**

14
15 1.1 The COMPANY recognizes the UNION as the exclusive bargaining
16 representative for employees identified in the Florida Public Employees Relations
17 Commission Certification No. 1373, as follows:

18
19 INCLUDED: All regular full-time non-professional, supervisory employees
20 of Palm Tran, Inc., in the following classifications: Maintenance Shift
21 Supervisor and Operations Supervisor.

22
23 EXCLUDED: All other employees of Palm Tran, Inc. and Palm Beach
24 County.

25
26 1.2 The UNION recognizes that the COMPANY'S Executive Director or his/her
27 designees are the collective bargaining representatives for the COMPANY. The UNION
28 further recognizes its obligation to bargain solely and exclusively with the COMPANY'S
29 representatives.

30
31 1.3 When the term employee is used in this AGREEMENT, it shall mean an
32 employee coming within the unit identified above.
33
34

1 **ARTICLE 2**
2 **REPRESENTATION**

3 2.1 It is mutually agreed that all business pertaining to this AGREEMENT shall be
4 transacted between the identified management staff or representatives of the
5 COMPANY and the regularly elected officers of the UNION, a duly accredited
6 committee thereof composed of employees of the COMPANY, an international officer of
7 the UNION, Stewards or Chief Stewards.

8 2.2 The UNION agrees to furnish the COMPANY with an up-to-date list of all UNION
9 officers, Executive Board Members and committee members who are authorized to
10 represent the UNION and to notify the COMPANY within forty-eight (48) hours of any
11 changes of those so designated.

12 2.3 The COMPANY agrees to furnish the UNION with the names and the titles of its
13 senior management staff who are authorized by the Executive Director to supervise or
14 negotiate with the UNION or its members and to notify the UNION within forty-eight (48)
15 hours of any changes of those so designated.

ARTICLE 3
MEMBERSHIP DUES CHECK-OFF

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4 3.1 Any member of the UNION, who has submitted a properly executed dues
5 deduction authorization to the COMPANY, in accordance with a format
6 prescribed by the COMPANY, or on a card supplied by the UNION, if
7 acceptable to the COMPANY, shall have his/her membership dues deducted
8 from their wages on a biweekly basis twenty-four(24) times per year. During
9 months which contain three (3) pay days, no deduction will be made from the 3
10 check. Uniform assessments shall be deducted from wages on a lump sum
11 basis and any changes shall not be requested more than twelve (12) times a
12 year. Dues and uniform assessments so deducted from each employee's
13 wages shall be forwarded to the UNION on a monthly basis at the end of the
14 first (1) month such deductions are authorized and monthly thereafter. The
15 COMPANY shall not have any responsibility or liability for any monies once
16 sent to the UNION, nor shall the COMPANY have any responsibility or liability
17 for the improper deduction of dues. The UNION shall indemnify the COMPANY
18 and hold it harmless against any and all suits, claims, demands, and liabilities
19 that arise out of or by reason of any action taken by the COMPANY to comply with
20 the provisions of this Article.
21

22 In addition to the regular dues and uniform assessment deducted from the
23 employee's wages, the COMPANY agrees to deduct a uniform amount (equal
24 for all employees who provide the authorization) from employee's pay checks
25 for the purpose of supporting the UNION's Committee on Political Education
26 (COPE). Employees who voluntarily authorize such contributions shall do so on
27 a form provided by the UNION and filed with the COMPANY.
28

29 The COMPANY will transmit said deductions to the UNION within forty-eight
30 (48) hours, if practical, following the last payroll of each month and shall
31 accompany the payment with a list of the names of those employees for whom
32 such deductions have been made and the amount deducted for each such
33 employee.
34

35 3.2 It shall be the responsibility of the UNION to notify the COMPANY of any
36 change in the amount of dues to be deducted at least thirty (30) days in
37 advance of said change. Under no circumstances shall the COMPANY be
38 required to deduct UNION fines, penalties, political action payments, legal
39 service payments, or special assessments of any kind.
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41 3.3 Any member of the UNION may, on thirty (30) days written notice to the
42 COMPANY, require that the COMPANY cease making deductions from his/her
43 wages.

ARTICLE 4
UNION BUSINESS

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4 4.1 The UNION shall notify the COMPANY'S Executive Director, in writing, of the
5 designated UNION representatives (including officials). It shall be the responsibility of
6 the UNION to inform the Executive Director, in writing, of any change in designation of
7 such representative. No UNION official will be recognized by the COMPANY unless the
8 Executive Director receives written notification from the UNION of its designation.
9

10 4.2 Properly designated UNION representatives shall be permitted to process a formal
11 grievance with the appropriate COMPANY representative at the Steps of the grievance
12 procedure provided that this activity does not interfere with the duties as an employee,
13 or the duties of other employees. Requests for unpaid time-off to conduct UNION
14 business of one (1) full shift or less shall be submitted to the employee's immediate
15 supervisor between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday, with a
16 prior minimum of two (2) hours notice to the time desired off. The COMPANY may
17 allow time off for UNION BUSINESS to attend UNION meetings after 5:00 p.m. provided
18 adequate coverage exist. Under no circumstances shall a UNION representative
19 leave his/her assigned duties to process a formal grievance procedure without first
20 obtaining authorization from their Department Head designee. Time off for all UNION
21 business shall be unpaid. Requests for UNION leave shall not be unduly withheld.
22

23 No more than two (2) employees from Operations or Maintenance shall be permitted off
24 for UNION business at any one time, An employee who is excused for UNION business
25 for less than one (1) full shift shall report back to their immediate supervisor when the
26 UNION business is completed and work the remaining balance of his/her normal
27 shift. Except for attendance at out of town conferences, time off for UNION business
28 shall only be allowed from 8:00 a.m. through 5:00 p.m., Monday through Friday. When
29 possible, grievance meetings shall be scheduled immediately after the grievant's
30 normal regular shift.
31

32 Requests for unpaid time-off of more than one (1) day in duration but less than thirty
33 (30) days shall be submitted in writing to the appropriate Department Head at least
34 three (3) working days in advance.
35

36 4.3 Except the processing of a formal grievance under the conditions set forth in
37 paragraph 4.2 above, UNION representative shall be paid by the COMPANY only when
38 they perform work directed by the COMPANY. UNION business, including, but not
39 limited to, attendance at negotiations, PERC proceedings, arbitrations, UNION
40 conventions, grievance investigations and pension meetings shall not be compensated
41 by the COMPANY, except where the UNION representative is specifically directed to
42 appear by management.
43

44 4.4 The two (2) Stewards time off on UNION business will count in the computation of
45 Overtime. All unpaid time-off for UNION business shall count as time worked for the
46

47 **Article 4: Union Business**

48 **Page -2-**

49
50 purpose of Pension benefits and vacation accrual, provided an employee has been in a
51 "paid status" (being paid by Palm Tan for work or excused absence) for at least forty
52 (40) hours during any bi-weekly (80 hours) pay period.

53
54 4.5 Up to two (2) UNION Representatives shall be paid by the COMPANY for meetings
55 where the UNION Representatives are requested by the COMPANY to attend.

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

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ARTICLE 5
UNION BULLETIN BOARD

3 5.1 The COMPANY shall provide the UNION with two (2) two (2) feet by three (3) feet
4 bulletin board to be placed at each facility (North and South). The location will be
5 determined by mutual consent.
6

7 5.2 The UNION's bulletin board may be utilized solely for the posting of notices of
8 UNION meetings, notices of UNION elections and results, minutes of UNION meetings,
9 copies of the UNION's constitution and by-laws and amendments thereto, notices of
10 UNION recreational, business and social functions, the UNION newsletter, names of
11 UNION representative and officials and changes and notices of dues increases.

12 5.3 The UNION shall post no material on its bulletin boards which may be
13 characterized inflammatory or political campaign literature (other than internal UNION
14 elections) or which may encourage insubordinate behavior, or which is derogatory or
15 demeaning.
16

17 5.4 All materials placed upon the UNION bulletin boards will be signed and dated by
18 the UNION President or another UNION representative. A copy of all materials to be
19 posted shall be provided to the Human Resources Manager prior to posting. Materials
20 which violate the provisions of this Article shall not be posted and shall be immediately
21 removed if requested by Management.
22

23 5.5 The COMPANY agrees that UNION members shall be permitted to wear the
24 emblem of the UNION on their service uniform. The size of the emblem and the
25 location on the uniform shall be mutually agreed.

1 **ARTICLE 6**
2 **NON-DISCRIMINATION**

3 6.1 The COMPANY and the UNION agree that they will not discriminate against any
4 employee or applicant for employment or promotion, discipline or any other employee
5 action because of race, religion, color, gender, age, disability, marital status, sexual
6 orientation or national origin. The COMPANY and the UNION will take affirmative
7 action to insure that applicants and employees in the aforementioned protected classes
8 are treated fairly and equally during employment. Both parties agree to take positive
9 and preventive action to resolve sexual harassment cases.

10 6.2 Employees in the bargaining unit shall have the right to join and participate in, or to
11 refrain from joining or participating in the UNION. Neither the COMPANY nor the
12 UNION will discriminate against any employee in regard thereto.

13 6.3 The filing of a charge or complaint of discrimination with any administrative agency
14 or court shall act as an automatic withdrawal of any grievance or arbitration regarding
15 the same subject matter or arising out of the same event(s) which gave rise to the
16 grievance or arbitration.

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ARTICLE 7
MANAGEMENT'S RIGHTS

3 7.1 Except as specifically restricted by the provisions of this AGREEMENT, the
4 COMPANY has the exclusive right to manage and direct any and all of its
5 operations. Accordingly, the COMPANY specifically, but not by way of limitation,
6 reserves the exclusive right to:

- 7 A. Determine the purpose and organizational structure of the COMPANY;
- 8 B. Exercise control and discretion over the organization and efficiency of operations
9 of the COMPANY. Decide the scope of the service and take whatever action may
10 be necessary to carry out the mission and responsibility of the COMPANY in
11 routine operations or unusual or emergency situations;
- 12 C. Set minimum performance standards for service to be offered to the public;
- 13 D. Expand, reduce, combine, assign, change, modify or alter the composition and
14 size of the work force, including the right to relieve employees from duties
15 because of lack of work or funds;
- 16 E. Set procedures and standards to evaluate employees' job performance;
- 17 F. Establish, amend, revise, and implement any program policy and/or procedure or
18 existing work rule;
- 19 G. Hire, examine, classify and/or otherwise determine the criteria, qualifications, and
20 standards of selection of employment;
- 21 H. Determine and/or change the number in each classification and types of positions
22 as well as the number in each classification, grade, step, or designation in any
23 plan which is or may be developed by the COMPANY;
- 24 I. Determine all training parameters for all COMPANY positions, including
25 persons to be trained and the nature, extent and frequency of training;
26
- 27 J. Merge, consolidate, expand, curtail, transfer, modify, or discontinue operations,
28 temporarily or permanently, in whole or in part, whenever the discretion of the
29 COMPANY good business judgment makes such curtailment or discontinuance
30 advisable;
- 31
- 32 K. Contract and/or subcontract any future work not currently performed by
33 bargaining unit employees;
- 34
- 35 L. Control the use of equipment and property of the COMPANY, determine the
36 maintenance procedures, materials, facilities, and equipment to be used, and

37 **Article 7: Management's Rights**
38 **Page -2-**

39
40 introduce new or improved services, maintenance procedures, materials, facilities
41 and equipment;

42
43 M. Exercise all management rights and prerogatives as determined by the Public
44 Employees Relations Commission, and state and federal courts of competent
45 jurisdiction;

46
47 N. Where this AGREEMENT is silent, Palm Tran's adopted County Policy Procedure
48 Manual policies will apply;

49
50 7.2 All rights of management which are not specifically limited by the provisions of
51 other articles of this AGREEMENT are retained by the COMPANY. Unless it is
52 provided specifically to the contrary, nothing in this AGREEMENT shall be deemed as a
53 guarantee or obligation to continue any operation, or portion thereof, performed by
54 employees in the bargaining unit, nor shall this AGREEMENT guarantee employment to
55 any employee.

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

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ARTICLE 8
EXTERNAL PROCEEDINGS

3 8.1 The parties agree that it is in the best interest of the UNION, the COMPANY, and
4 the employees covered hereunder to attempt to resolve disputes between the parties on
5 an informal basis before seeking relief through external proceedings (i.e. PERC, court
6 system, etc.).

7 8.2 Accordingly, prior to filing an unfair labor practice charge or any external
8 proceeding, an alleged dispute between the parties, the UNION will provide the
9 Executive Director or his/her designee within five (5) working days, written notice of the
10 dispute. During this time, the parties shall attempt to resolve the dispute through
11 discussion, mediation, or any other mutually agreed-upon process. Should the matter
12 be resolved in writing through such process, no other action will be taken by the
13 UNION.

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ARTICLE 9
RULES AND REGULATIONS

3 9.1 Except as otherwise provided in this Agreement, the wages, hours, and other
4 conditions of employment of the bargaining unit employees shall be those specifically
5 set forth or specifically incorporated by reference in this AGREEMENT.

6 9.2 Except as modified by a specific provision of this AGREEMENT, the UNION
7 agrees that all employees covered by this AGREEMENT shall comply with all rules,
8 regulations, policies, procedures, operating bulletins of the COMPANY currently in place
9 which do not conflict with any specific provision of this AGREEMENT.

10 9.3 Should the COMPANY exercise this right to formulate, amend, revise, and/or
11 implement any and all rules, regulations, policies, procedures, and/or operating
12 bulletins, the COMPANY shall provide a copy of any new (or amended) rule,
13 regulation, policy, procedure, or operating bulletin to the UNION at least five (5) days
14 prior to the effective date of implementation. Should a change to a rule, regulation,
15 policy, procedure or operating bulletin be of an urgent or emergency nature, the five (5)
16 day prior notification may be waived and the revision will become effective when
17 deemed appropriate and necessary by the COMPANY. Simultaneous with providing a
18 courtesy copy to the UNION, the COMPANY shall post at each location the new (or
19 amended) rule, regulation, policy, procedure, or operating bulletin. "Posting" may be
20 accomplished through electronic mail, telecommunication, bulletin board posting, or
21 any other appropriate means.

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

27 9.4 In the event the COMPANY exercises its right to issue a new (or amended) rule,
28 regulation, policy, procedure, or operating bulletin, no bargaining unit employee shall be
29 disciplined for violation of any such new or amended rule, regulation, policy, procedure,
30 or operating bulletin until the COMPANY has notified the UNION of its posting of such
31 new or amended rule, regulation, policy, procedure, or operating bulletin in accordance
32 with the procedure set forth in 9.3 above. For the purpose of this Article, hand delivery,
33 transmittal by facsimile, email or mailing to the Union President and the Chief Steward
34 shall be deemed service of notice upon the UNION. Mailing shall be effective upon
35 deposit in the United States mail by the COMPANY.

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ARTICLE 10
CIVIL & NATURAL DISORDER

3 10.1 If in the sole discretion of the COMPANY, it is determined that a civil emergency
4 condition exists or is threatened which could adversely affect the COMPANY's services
5 including but not limited to riots, civil disorders, natural disasters, hurricane conditions,
6 or similar catastrophes or disorders, special operating procedures and work rules may
7 become effective. The provisions of this Agreement may be temporarily suspended
8 during a civil emergency as long as those provisions regarding wages and benefits
9 remain in effect.

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

14 10.2 Until notified by supervisory personnel of the COMPANY or by notification to the
15 general public that portions or all of the COMPANY's operation have been or will be
16 suspended, employees shall report for work at their regularly scheduled time and place.
17 Employees already at work shall continue to perform their assigned duties until notified
18 by supervisory personnel to do otherwise.

19 10.3 Depending on the nature and severity of the situation, the COMPANY may
20 suspend a portion or all of its normal operation. Work assignments during full or partial
21 suspension of service will be determined and assigned by the COMPANY. In either full
22 or partial suspension of its regular service, the COMPANY will have discretion as to
23 which employees should or should not work.

24 10.4 During any declared emergency called by the COMPANY, Bargaining Unit
25 Employees who are sent home from work and who do not provide a service to the
26 COMPANY shall be credited with eight (8) hours of pay or shift time, whichever is
27 greater for each day they remain at home, provided however, such paid time off does
28 not exceed eighty (80) hours.

29 10.5 Employees who are called into work are required to work and who provide a
30 service to the company during the time of the declared emergency shall also be credited
31 pay for all hours worked at the appropriate rate of pay (overtime after 40 hours during any
32 pay week).

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ARTICLE 11
EMPLOYEE COOPERATION

3 11.1 The employees shall work at all times to the best interest of the COMPANY. They
4 shall perform efficient service in their work. They shall operate, use and handle the
5 Company's vehicles and equipment carefully, safely, and with the utmost regard to the
6 safety of the general public, and the equipment entrusted to their care; they shall
7 operate and handle the COMPANY's vehicles, equipment, facilities and supplies, at all
8 times in full compliance with rules of the COMPANY; they shall give the public and
9 fellow co-workers, courteous and respectful treatment at all times to the end that the
10 COMPANY'S service to the public may improve and grow; they shall satisfactorily
11 perform their job duties; they shall not interfere with any other employees performance
12 of his/her job; and they shall at all times use their influence and best endeavors to
13 preserve and protect the interest of the COMPANY and cooperate in the promotion and
14 advancement of the COMPANY's interest.

15 11.2 In an effort to promote harmony and cooperation between the parties and to
16 enhance the abilities of the parties to reach the goals listed above, meetings of Labor
17 Representatives and Management will likely be necessary from time to time. Such
18 meetings shall be called by mutual consent.

ARTICLE 12
STRIKES AND LOCKOUTS

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4 12.1 During the term of this AGREEMENT, the UNION agrees that pursuant to
5 applicable Florida law, it shall not authorize, condone, excuse, ratify, permit, cause,
6 support or acquiesce in any strike, slowdown, sit-down, sickout, work stoppage, or any
7 individual or concerted act of similar nature directed at interruption or interference of the
8 efficient operation of the COMPANY'S service to the public. The UNION
9 representatives, including its officers, Executive Board members and stewards agree
10 that they shall take all necessary and appropriate affirmative actions to immediately
11 stop any such activities.

12
13 12.2 There shall be no strikes, work stoppages, or picketing in furtherance of any
14 strike or work stoppage, slowdowns, sickouts, job actions, or refusal to perform work by
15 the employees covered under this AGREEMENT. Picketing, as used herein, shall
16 mean any action that has the effect of preventing any employee from reporting to or
17 continuing to work, or preventing the public from entering any Palm Tran or County
18 facility or utilizing any service.

19
20 12.3 It shall be a violation of this AGREEMENT for any employee to fail or refuse to
21 cross or pass any picket line or other demonstration if such failure or refusal in any way
22 delays or interrupts performance of work.

23
24 12.4 The parties agree that any employee who participates in or promotes any of the
25 aforementioned activities may be discharged or otherwise disciplined by the
26 COMPANY . Nothing in this AGREEMENT shall restrict the COMPANY from levying
27 different disciplinary actions against different employees based on their involvement in
28 prohibited activities.

29
30 12.5 The UNION recognizes that the COMPANY and the employees covered are
31 responsible for and engage in activities which are the basis of the health and welfare of
32 the public and that, therefore, any violation of this Article would give rise to irreparable
33 damage to the company and the public at large. For the purpose of this Article, it is
34 agreed that the UNION shall be responsible and liable for any act by its agents,
35 stewards, representatives, and officers, which act constitutes a violation of state law or
36 any provision in this AGREEMENT.

37
38 12.6 During the term of this AGREEMENT, the COMPANY shall not cause or permit
39 any lockout of any employees covered by this AGREEMENT.

40
41 12.7 The parties acknowledge that under Florida Law (447.505-507, F.S.) strikes are
42 prohibited and that penalties including fines, employee termination and/or
43 decertification of the UNION may be imposed for violation of this statute.

47 **Article 12: Strikes and Lockouts**

48 **Page -2-**

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50 12.8 The primary purpose of this Article rests in the mutual desire of the parties to this
51 AGREEMENT to provide uninterrupted transportation service to the citizens and
52 residents of Palm Beach County served by the COMPANY.

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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.

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ARTICLE 14
PROBATIONARY PERIOD

3 14.1 A probationary period is established to provide a trial period during which the
4 COMPANY may judge a new or promoted employee's ability, competency, fitness,
5 suitability, and other qualifications to perform the work for which they were chosen.

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

9 14.3 If a new employee (hired from outside) in the probationary period, does not meet
10 all the necessary standards for the position, or at the discretion of management, an
11 employee is deemed not suitable, the employee may be terminated and the employee
12 so terminated shall have no recourse to grieve or arbitrate procedures described in this
13 agreement or any other Palm Tran or County grievance or appeal procedures.

14 14.4 If within the probationary period, for a promoted employee, the employee does not
15 meet all the necessary standards for the position or is deemed not suitable by
16 management or the employee for the position, the employee may be returned to his/her
17 previous classification with no loss of classification seniority if a position in that
18 classification remains open. If no position exists for which the employee qualifies, the
19 employee shall be terminated. An employee found not suitable or who does not meet
20 the minimum standards for the position and is returned to their former position, shall not
21 have the right to seek relief through the grievance and arbitration provisions of this
22 AGREEMENT.

23 14.5 The probationary period shall not be less than fifty-two (52) weeks of actual time
24 worked. If during the probationary period the employee is out on any type of Leave of
25 Absence, Workers' Compensation, disability or other absence, the probationary period
26 at the sole discretion of the COMPANY, may be extended by the same amount of time
27 as the employee was absent from work.

28 14.6 All non-insurance related benefits will begin from the first day of employment.
29 Insurance related benefits will begin after the applicable waiting period as defined by
30 the policy in effect at the time the employee is hired or promoted.

1
2 **ARTICLE 15**
PHYSICAL AND PSYCHOLOGICAL EXAMINATIONS

3 15.1 All employees shall schedule and satisfy the requirements of the Department of
4 Transportation (FDOT) physical examination on a biannual basis prior to the expiration
5 of their current certification. In addition, employees may be requested to take an
6 additional FDOT physical examination for any of the following reasons:

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

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

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

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

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

- 30 A. They may employ a licensed physician of their own choosing and at their
31 own expense for the purpose of conducting a further physical or
32 psychological examination for the same or recommended purpose of the
33 physical or psychological examination made by the physician employed by
34 the COMPANY.
35
36

37 **Article 15: Physical and Psychological**
38 **Page -2-**

39
40 If the employee's medical condition is of a permanent nature, the employee
41 may be given consideration for any other open position at Palm Tran for
42 which they are deemed qualified by management.

43
44 B. In the event the findings of the physician chosen by the employee disagrees
45 with the findings of the physician employed by the Palm Beach County
46 Occupational Health Clinic, the Palm Beach County Occupational Health
47 Clinic shall have the sole final determination of the employee's status.

48
49 The COMPANY reserves the right to send an employee for a physical and/or
50 psychological examination at the discretion of management for cause which is not
51 arbitrary or capricious.

52
53 15.2 Employees taking the bi-annual physical during their normal off-time shall
54 receive pay for the actual time required for the physical examination not to exceed three
55 (3) hours. Those hours will be paid at the employee's straight rate of pay.

56
57 15.3 Physicians chosen by an employee as provided for in this Article, shall be
58 members of the American Medical Association.

59
60 15.4 A Tuberculosis (T.B.) Test is optional. A follow up visit is unpaid and will be
61 performed at the option of the employee.

62
63 15.5 Nothing in this Article other than set forth herein shall diminish the employees
64 rights.

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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 Drug Alcohol Testing 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 Drug and Alcohol Testing 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 as not performed a safety-sensitive function for ninety (90) 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;

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

2 **Page-2-**

3
4 2. An individual suffers bodily injury and immediately receives
5 medical treatment away from the scene of an accident;

6
7 3 The mass transit vehicle involved is a bus, electric bus, van or
8 automobile in which one or more vehicles incur disabling damage
9 as the result of the occurrence and is transported away from the
10 scene by a tow truck or other vehicle.

11
12 (D) Random Testing - is required for all safety-sensitive employees.

13
14 (E) Return-to-Duty Testing - before any employee is allowed to return-to-
15 duty to perform a safety-sensitive function following a verified positive
16 drug or alcohol of .04 or greater or refusal to submit to a test, or any
17 other activity that violates the regulations.

18
19 (F) Follow-up - after returning to duty an employee shall be subject to
20 unannounced follow-up testing which may include direct observation for
21 at least 12 but not more than 60 months. Follow-up testing is separate
22 from and in addition to the regular random testing program.

23
24 (G) Work Related injury - an employee is injured while at work and the
25 injury requires/required medical attention beyond first aid or required time
26 off the job.

27
28 (H) The employee has been arrested or charged with a drug or alcohol
29 related crime.

30
31 16.4 The expense of drug and/or alcohol testing shall be borne by the COMPANY and
32 the examining Medical Review Officer (MRO) and/or testing company shall be
33 designated by the COMPANY. Employees shall receive a paid allowance of up to two
34 (2) hours of straight pay time for taking a required drug and/or alcohol test, unless the
35 employee is already paid by the COMPANY at the time the examination is being given.

36
37 16.5 Behavior that constitutes a Test refusal are a failure to:

38 (A) Appear for a test in the time frame specified by the employer.

39
40 (B) Remain at the testing site until the testing process is completed.

41
42 (C) Provide a sufficient volume of urine or breath without a valid
43 medical explanation.

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

47 **Page-3-**

- 48
- 49 D) Undergo a medical examination to verify insufficient volume.
- 50
- 51 (E) Cooperate with any part to the testing process.
- 52
- 53 (F) Permit the observation or monitoring of specimen donation when so
- 54 required.
- 55
- 56 (G) Take a second test required by the employer or collector.
- 57
- 58 (H) Sign the certification on Step 2 of the Alcohol Test Form.
- 59

60 Or

- 61
- 62 (I) A drug test that is verified by the MRO as adulterated or substituted.
- 63

64 Employees refusing to test as outlined above shall be terminated.

65

66 16.6 Employees are prohibited from:

- 67
- 68 (A) Engaging in unlawfully manufacturing, distributing, dispensing,
- 69 possessing, or using controlled substances in the workplace.
- 70
- 71 (B) The use of illegal drugs are prohibited at all times.
- 72
- 73 (C) The misuse or abuse of legal drugs while performing transit
- 74 business.
- 75
- 76 (D) The use of medical marijuana and hemp products.
- 77
- 78 (E) Consuming alcohol or food, candy or any other substance
- 79 containing alcohol while performing a safety-sensitive function.
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ARTICLE 17
SENIORITY

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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.

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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.

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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.

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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.

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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

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4 18.1 The right of the COMPANY is recognized to make reasonable rules and
5 regulations governing the operation of its business, protection of its property and
6 protection of the personal property of others while on COMPANY property or in
7 COMPANY vehicles. Therefore, the COMPANY may terminate, suspend, demote, or
8 otherwise discipline any bargaining unit employee for any just cause which is not
9 arbitrary and capricious.

10
11 The term discipline includes, but is not limited to, verbal and written warnings, written
12 reprimands, suspensions, demotions and discharge.

13
14 18.2 All charges made by the COMPANY against an employee for violation of its rules
15 or other offense shall be made in writing within ten (10) days of the time the COMPANY
16 has completed its investigation of the incident or occurrence. The employee charged
17 will be given a copy of the written charges and the employee will be required to sign the
18 document which will indicate the employees' receipt. Employees shall have the
19 opportunity to refute any charges made by the COMPANY and to place that statement
20 in their personnel file or file a grievance pursuant to Article 19.1. The UNION will
21 be given a copy of the document.

22
23 The COMPANY shall not put any document relating to discipline or discharge in an
24 employee's file without the employee having been provided a copy either in person or
25 by U.S. Mail.

26
27 The COMPANY shall have a policy of progressive discipline. However, the parties
28 acknowledge that the degree of discipline imposed for any specific action will be based
29 on, but not limited to, the severity and nature of the action requiring discipline and the
30 employees past employment record.

31
32 Any employee suspended pending a hearing, will be placed on paid suspension, except
33 for employees who are suspended for insubordination who shall be placed on non-paid
34 suspension prior to a hearing.

35
36 18.3 If any employee is terminated by the COMPANY as a result of a conviction by a
37 court of proper jurisdiction of an offense involving theft of COMPANY property or funds,
38 operating a COMPANY vehicle while under the influence of alcohol or a controlled
39 substance, or committing an illegal act, neither the discipline or discharge in connection
40 therewith shall be subject to the grievance and arbitration procedures provided for in
41 this AGREEMENT.

42
43 18.4 Employees charged by a law enforcement agency with a felony or misdemeanor
44 involving moral turpitude, will be immediately placed on a Personal Leave of Absence
45 for a period not to exceed three (3) months. If the charges are not dropped or the
46 employee found guilty, during the three (3) month period the employee will be

47 **Article 18: Discharge and Discipline**
48 **Page-2-**

49
50 terminated. If, subsequent to the employees' termination, the charges are dropped or
51 the employee is found innocent, the employee will be offered the opportunity for
52 reinstatement into the same classification held prior to termination and the most junior
53 employee will be furloughed in order to create an open position.
54

55 18.5 Should an employee desire to challenge any discipline imposed by the
56 COMPANY as arbitrary and capricious or not in accordance with the terms of the
57 AGREEMENT, except the discipline imposed with 18.4 of this Article, the employee,
58 either personally or through the UNION, shall within ten (10) days of the date the
59 discipline was imposed, present such complaint in the form of a written grievance to the
60 Manager of Human Resources or designee in accordance with the Grievance
61 Procedure specified in this AGREEMENT.
62

63 18.6 Saturdays, Sundays, and holidays shall be excluded in the circulation of the time
64 limits provided in this Article. Such time limits may be extended by agreement between
65 the parties.
66

67 18.7 If assessed any disciplinary action, the employee may not work on their day(s)
68 off to make up the lost hours within the same two-week payroll period. If the discipline
69 is imposed within 48 hours of the end of the work week, they cannot work overtime in
70 the next two-week payroll period.
71

72 18.8 Terms of conviction shall mean an adjudication of guilt by a court of competent
73 jurisdiction; a plea of guilty; a jury verdict of guilty; or a conviction by the Senate of an
74 impeachable offense. F.S. 112.

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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
 - 51 specific 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
 - 56 official.
 - 57

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

60

61 **STEP 1:** Within ten (10) days from the date of the written grievance was
62 presented to the Human Resources Manager, the Immediate Supervisor may
63 schedule a hearing with the Employee and/or representatives of the UNION.
64 Based on the evidence presented in the grievance or at the hearing, the
65 Immediate Supervisor, will render a written decision stating any reasons for
66 denial of the grievance and the provisions of the contract relied upon in reaching
67 the decision, or a proposed settlement of the grievance
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
71 grievance. If the Immediate Supervisor has not responded within the ten (10)
72 days, the UNION 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 Department Manager within ten (10) days from the
76 date of the written response or the date the response was due. Failure to submit
77 the grievance to the Department Manger within ten (10) days the grievance shall
78 be considered settled to the satisfaction of the parties and forever closed. The
79 Department Manager may schedule a hearing with the Employee and/or
80 representatives of the UNION. Within ten (10) days from the date submitted to
81 the Department Manager or date of the hearing (which ever is later) the
82 Department Manager shall render a written decision stating the reason for the
83 denial or proposed settlement of the grievance. If the Department Manager has
84 not responded within ten (10) days, the UNION may proceed to
85 Arbitration if the time limits have not been extended as provided in Section 19.9.

86

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

91

92 Any correspondence between the COMPANY and the UNION after the date of

93 **Article 19: Grievance Procedure**

94 **Page -3-**

95
96 the filing of the grievance shall reference the grievance number assigned by the
97 COMPANY.

98
99 19.7 In order to encourage settlement of a grievance at its lowest level, each grievance
100 shall stand individually on the merits and facts of the controversy and provisions of this
101 AGREEMENT. The COMPANY and the UNION may include, as part of any settlement
102 reached between the parties that the settlement agreed upon did not establish a
103 precedent against either the COMPANY or the UNION for future grievances of similar
104 nature.

105
106 19.8 All Bargaining Unit employees shall use the grievance procedure specified in this
107 Article regardless of Union membership or lack thereof.

108
109 19.9 Saturdays, Sundays, and Holidays shall be excluded in the calculation of the time
110 limits provided in this Article. Such time limits may be extended for reasonable
111 circumstances and for specified periods by mutual written consent of both the UNION
112 and the COMPANY.

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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 an arbitration, and 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.

47 **Article 20: Arbitration Procedure**
48 **Page -2-**

49
50 20.5 The fees and expenses of the arbitrator, incidental to the arbitration shall be borne
51 equally by the parties. Such expense shall include the arbitrator's daily/hourly fee,
52 travel, cost, hotel, meals and incidental miscellaneous costs. If either party requests that
53 a transcript be made then the cost of the court reporter and any incidental expenses
54 related thereto shall be borne equally.
55

56 20.6 In the event of the failure of either party to act within the limits provided within this
57 Article, or extended by AGREEMENT between the parties, the party so failing to do so
58 shall forfeit its case.
59

60 20.7 Saturdays, Sundays, and holidays shall be excluded in the calculation of the time
61 limits provided in this Article. Such time limits may be extended by AGREEMENT
62 between the parties.
63

64 20.8 It is understood and agreed between the parties that the powers of the arbitrator
65 are limited and the arbitrator shall:
66

- 67 (A) Have no power to add to, subtract from, amend, nullify, ignore or
68 modify any of the terms of this AGREEMENT.
- 69 (B) Deal only with the grievance that occasioned the appointment.
- 70 (C) Shall not have the authority to return a terminated employee to
71 work if the termination is based on the conviction of a felony, an act
72 of moral turpitude as defined by Chapter 435, F.S.
- 73 (D) In cases of arbitration related to the operation of County vehicles,
74 the arbitrator shall not have the authority to place any driving
75 restrictions on the COMPANY.
- 76 (E) No right to modify the degree of discipline if the arbitrator finds that
77 the COMPANY's action was consistent with COMPANY policy, the
78 terms of the collective bargaining agreement, and that the
79 COMPANY's disciplinary action against the employee was not
80 arbitrary and capricious.
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ARTICLE 21
LEAVE OF ABSENCE

21.1 **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.

21.2 **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 Department Head 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 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.

21.3 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.

21.4 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.

21.5 **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. Parent means a biological parent or an individual who stands or stood "in locos parentis". Child means biological, adopted or foster child, a step child, a legal ward or a child of a person standing "in loco parentis." The time off on FMLA may be paid or non-paid leave depending on the employees Leave balances. Employees must use accumulated sick leave then accumulated annual leave before they can go on Leave of absence without pay. Employees who are absent for more than seven (7) consecutive calendar days will be placed on FMLA status back to day one. If an employee is absent on un-paid FMLA, employee and dependent group insurance coverage may be continued if the employee

47 **Article 21: Leave of Absence**

48 **Page -2-**

49
50 pays that portion normally paid by the employee. The COMPANY shall continue to pay
51 the portion of the premium normally paid by the COMPANY.

52
53 21.6 Employees on Leave of Absence for any cause may not accept other
54 employment without written approval of the COMPANY and the UNION.

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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 Easter
 - C. Memorial Day
 - D. Presidents Day
 - E. Fourth (4th) of July
 - F. Labor Day
 - G. Thanksgiving Day
 - H. The day after Thanksgiving
 - I. Veterans Day
 - J. Christmas
- 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 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 10-1-86 at the time of ratifications of this Agreement will continue to accrue the greater amount. In addition, at such time in the future that employees of Palm Tran or the general employees of Palm Beach County accrue Annual Leave above the current maximum of 6.16 hours per pay period, the eligible employees covered by this AGREEMENT will accrue the same greater amount.

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 normal pay from the COMPANY while absent.

47 **Article 23: Annual Leave**
48 **Page -2-**

49
50 **23.5 CHARGE OF ANNUAL LEAVE:**

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

60
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 division 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 and two (2) Maintenance Supervisors from both facilities combined will be
69 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 1. An employee will be able to trade their picked annual leave week(s), once per
79 year, for any week(s) that remain unpicked with a minimum of two (2) weeks
80 notice and;

81
82 2. Any employee who is out for documented illness and is taking Sick Leave at
83 the time their scheduled bid annual leave occurs, shall be eligible to use any
84 accumulated Sick Leave hours for the portion of their scheduled annual leave in
85 which they remain out on documented illness. The documentation must include
86 a doctor's statement indicating the date when the employee visited the doctor
87 and the estimated time of recovery. The doctor's statement must be acceptable
88 to the Palm Beach County Occupational Clinic and Palm Tran before Annual
89 Leave hours will be switched to paid Sick Leave hours.

90
91 If an employee does not have sufficient Annual Leave balance to cover the
92

93 **Article 23: Annual Leave**
94 **Page -3-**

95
96 entire week for which they bid when the week becomes due, the employee will not be
97 allowed off on unpaid leave and the employee will be required to work their normal
98 schedule.

99
100 Employees may not work their normal off day during a scheduled vacation week.

101
102 During emergencies, or when a critical work force shortage occurs, the COMPANY may
103 alter or suspend any Annual Leave previously bid.

104
105 **23.7 POST BID ANNUAL LEAVE REQUESTS – (WHOLE WEEK)**

106
107 From the remaining open weeks that were not filled during the annual bid, employees
108 may request a whole week of annual leave to their supervisor a minimum two (2) weeks
109 prior to the week requested.

110
111 The COMPANY will automatically approve employees equal to the number that could
112 have bid off during the annual bid on a first come first serve basis.

113
114 A week is considered four (4) days/ ten (10) hours or five (5) days/ eight (8) hours.

115
116 When an employee selects an open week, their scheduled days off are included in that
117 week.

118
119 **23.8 POST BID ANNUAL LEAVE REQUESTS- (INDIVIDUAL DAYS)**

120
121 From the remaining open weeks not filled during the annual bid or post bid requests,
122 employees may request individual days of annual leave to their Supervisor a maximum
123 of two (2) weeks in advance and a minimum of forty-eight (48) hours prior to the time
124 requested (excluding Holidays and weekends).

125
126 The COMPANY will automatically approve employees equal to the number that could
127 have bid off during the annual bid on a first come first serve basis.

128
129 **23.9 ADDITIONAL ANNUAL LEAVE REQUESTS (WEEKS/DAYS/HOURS)**

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

134
135 **23.10 PAYMENT FOR UNUSED ANNUAL LEAVE**

136 Employees who resign, or retire from the COMPANY will be paid for their accumulated
137 Annual Leave accrual at their then current rate of pay up to a maximum of four hundred
138 (400) hours. The payment for accumulated Annual Leave will be within thirty (30) days

139 **Article 23: Annual Leave**

140 **Page -4-**

141
142 of the employee's termination date.

143
144 **VACATION PAY ONLY:** Employees shall be able to collect no less than two (2) days of
145 their shift pay and up to 80 hours per calendar year. Provided, however, the employee
146 must have sufficient Annual Leave Balance remaining after the payment, to cover the
147 time bid for Vacation (e.g. in order to receive twenty (20) hours pay, the employee who
148 has bid eighty (80) hours of Vacation must have one-hundred (100) hours of Annual
149 Leave accrued). Employees may not use this provision to receive pay during the same
150 period as they were off for suspension, unpaid sick leave or other
151 Leave of Absence.
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ARTICLE 24
ATTENDANCE

24.1 DEFINITIONS:

Unscheduled Absence is calling in sick, failure to call or report to work, leave work early, 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 a 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 – a minimum of twenty-four (24) hours notice to your immediate supervisor (excluding holidays and weekends).

Documentation – provide acceptable documentation (as stated in 24.3) to your immediate supervisor with in 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.

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

47 **Article 24: Attendance**
48 **Page -2-**

49
50 All accumulated Sick Leave balances must be used before an employee is permitted to
51 be absent on un-paid sick leave.

52
53 Paid Sick Leave hours will be paid at the employees' current straight time rate of pay.

54
55 Paid Sick Leave hours shall not count toward hours worked for the computation of
56 overtime.

57
58 Under no circumstances may employees use accumulated paid Sick Leave to cover the
59 day before or the day after an Annual Leave day or during a period of vacation, unless
60 the illness is documented.

61
62 Sick Leave may not be used to conduct personal business.

63
64 Employees are only required to report to the Palm Beach County Occupational Health
65 Clinic after five (5) consecutive days of personal sick leave. However, The COMPANY
66 reserves the exclusive right to require a doctor's note for any absences when abuse of
67 sick leave is evident.

68
69 **24.4 SICK LEAVE ACCRUAL:**

70
71 Employees shall accrue Sick Pay hours at a rate of 4.0 hours per biweekly pay period
72 up to a maximum accumulation of one thousand (1000) hours. A new employee's Sick
73 Leave accrual will begin on the first full payroll period and biweekly thereafter.

74
75 An employee must be in a paid status for a minimum of 40 hours during any biweekly
76 pay period in order to accrue sick leave for that pay period. "Paid Status" is defined as
77 any time an employee is working or on paid leave.

78
79 **24.5 FAMILY AND MEDICAL LEAVE:**

80 Consecutive day absences of more than three (3) days and/or need for intermittent or
81 partial day absences may make an employee eligible for a leave of absence under the
82 provisions of the Family and Medical Leave Act of 1993 (FMLA). The specific conditions
83 for such leaves are summarized in the FMLA policy. If an employee qualifies for a leave
84 mandated by FMLA, no occurrence point will be charged against the employee for the
85 time away from work on an approved FMLA.

86
87 **24.6 PAYMENT OF UNUSED SICK HOURS:**

88
89 Employees hired prior to 10-1-1997 who retire under the COMPANY's retirement plan,
90 will receive payment at their current rate of pay for twenty-five percent (25%) of their
91 accumulated Sick Leave balance. Employees hired on and after 10-1-1997 will receive
92

93 **Article 24: Attendance**
94 **Page -3-**

95
96 for ten percent (10%) of their accumulated Sick Leave balance upon retirement.
97 Employees, who are terminated or leave the COMPANY prior to retirement, shall not be
98 eligible to receive reimbursement for any accumulated Sick Leave balance.
99

100 **24.7 DISCIPLINE:**

101
102 Occurrences points will remain on an employee's record based on a rolling twelve (12)
103 month period from the date of the occurrence.

104
105 Should it be determined that an employee is taking Sick Leave under false pretenses,
106 the time off shall be without pay and the employee shall be subject appropriate
107 discipline.

108
109 Any employee who fails to call or report to work for three (3) consecutive scheduled
110 work days shall be considered to have voluntarily quit their job without recourse to a pre-
111 termination hearing, grievance hearing and arbitration process. However, if requested
112 by the employee with in ten (10) days the COMPANY will afford the employee
113 opportunity to provide justification for their failure to call or report to work for three (3)
114 consecutive days. It will be at the sole discretion of the COMPANY to accept the
115 justification.

116
117 Patterns of abusive Sick Leave usage, include but are not limited to, being out on the
118 same day of the week, calling in sick at the beginning or end of the work week on a
119 regular basis or calling in sick before or after scheduled vacations or annual leave days
120 shall be subject to discipline.

121
122 Failure to call within the required time as established in this article will result in one (1)
123 additional occurrence point being assessed.

124
125 Failure to call and report to work will result in three (3) occurrence points be assessed.

126
127 Corrective discipline will be administered according to the following schedule:

128		
129	Number of Occurrences Points	Discipline
130		
131	1 st , 2 nd , 3 rd , and 4 th	No discipline
132	5 th	Verbal Warning (documented)
133	6 th	Written Warning
134	7 th and 8 th	Counseling with possible discipline or alternative resolution
135		
136	9 th	Shall result in a pre-termination hearing and possible termination
137		

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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 three (3) days paid leave upon notification of the deceased to the appropriate Department 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.

Employees will be granted four (4) days of Bereavement Leave if traveling outside of state is required.

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.

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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 Saturday at 12:01 a.m. and ends on Friday at midnight.

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.

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

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

47 **Article 26: Scheduled Work Week/Location**
48 **Page -2-**

49
50 July and January.

51
52 An Overtime sign up will be included in each Shift Bid.

53
54 In addition, a bid may be posted at such other times the COMPANY determines that a
55 change in operations, amount or type of work to be undertaken on a particular shift, or
56 other circumstances dictate a need for reduction of employees or additional employees
57 needed on any shift or facility.

58
59 A Floater shift (s) will be posted in the general bid for employees to bid on. The Floater
60 will bid a primary facility. This position will cover any employee absence, vacancies or
61 vacation. The Floater shift and days off will be subject to change as needed.

62
63 **Supervisor Open Work**

64
65 The Company at bid time will identify as part of the bid process, positions that the
66 Company always desires to see filled. These positions shall be one (1) communicator
67 usually located in North Facility and one (1) Road Supervisor and one (1) Dispatch
68 Supervisor located one (1) each in North and South facilities. When such scheduled
69 work is known to be open on a next day or more basis (more than 24 hours advance
70 notice) the Company will fill this work either by use of a floater position(s) or by use of
71 the full shift overtime procedures.

72
73 When one of these positions becomes open with less than 24 hours advance notice, the
74 Company will work to fill this, as soon as possible. The Company may do so by
75 assigning other Scheduled Supervisors to fill the work including by requiring scheduled
76 Supervisors to work overtime prior to or after the scheduled shifts only until relief is
77 available or by calling in Supervisors to work for limited duration (a minimum of three
78 hours) or by temporarily reassigning the floater position. The decision of which process
79 to be used will be at the Company's discretion.

80
81 When a position that is not designated to always be filled is vacant or becomes
82 open, the COMPANY has the option of filling this position or not filling this position or
83 only filling this position for reduced periods of time.

84
85 The COMPANY will agree that when the floater position needs to be reassigned for
86 next day duties, except in emergencies that said reassignment would occur by 4pm.

87
88 **26.3 MAINTENANCE**

89
90 **WORK WEEK:** The work week for all full-time employees shall consist of either four (4)
91 ten (10) hour days or five (5) eight (8) hour days. All employees will be scheduled a
92 minimum of two (2) consecutive days off whenever possible. The work week begins on

93 **Article 26: Scheduled Work Week/Location**
94 **Page -3-**

95
96 Saturday at 12:01 a.m. and ends on Friday at midnight.

97
98 **BIDDING:** A bid will occur at least two (2) times per year. The bid will be posted on the
99 first (1st) Monday during the month of December and June to become effective the first
100 (1st) Sunday of a new pay period in January and July. The bid will be posted five (5)
101 days prior to the start of bidding. During the December bid employees will bid on the
102 facility that they will be assigned.

103
104 The COMPANY will determine the number of employees and available shifts at each
105 work location.

106
107 In addition, a bid may be posted at such other times the COMPANY determines
108 that a change in operations, amount or type of work to be undertaken on a
109 particular shift, or other circumstances dictate a need for reduction of employees or
110 additional employees needed on any shift or facility.

111
112 If a position becomes vacant, the COMPANY may temporarily place an employee in a
113 different work location, work assignment, and shift until the position is filled.

114
115 Bidding shall be by Classification Seniority.

116
117 An Overtime sign up sheet will be included in each Shift Bid. Employees who wish to
118 work Overtime may place their name on the Overtime sign-up sheet.

119
120 Each shift shall include:

- 121 ▪ Start time of the shift
- 122 ▪ End time of the shift
- 123 ▪ Lunch time
- 124 ▪ Days off

125
126 Any employee out on Annual leave or short-term illness or who elects not to be present
127 to bid may leave their choices with their UNION representative. The UNION
128 representative shall bid on behalf of those employees who have left choices and are not
129 present. In the event the choices left with the UNION representative are not available,
130 the UNION representative shall pick the closest possible shift to the employee's
131 choices. If an employee fails to bid in a timely manner the employee will be "bid
132 around". Any employee who has not bid and was "bid around" will be assigned a shift by
133 the UNION representative at the end of bidding in classification seniority from the
134 remaining shifts.

135
136 If a Floater position exists, the shift (s) will be posted in the general bid for employees to
137 bid on. Floaters will bid a primary facility, however they may be required to work in
138 another facility. This position will cover any employee absences, vacancies, or

139 **Article 26: Scheduled Work Week/Location**
140 **Page -4-**

141
142 vacations. The Floater shift will be subject to change as needed. When the Floater
143 covers a full week assignment they will be assigned the open schedule (shifts, days off,
144 etc.) In the event the employee who was absent returns to work during that week the
145 Floater will keep the same days off and return to the their bid shift (hours), unless
146 otherwise assigned.

ARTICLE 27
OUT OF CLASS WORK

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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) calendar days, the employee shall receive the entry level salary of the higher classification, or five percent (5%) whichever is greater, for the period working in the higher classification.

ARTICLE 29
DRIVER LICENSES

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3
4 29.1 Employees will comply with all pertinent provisions of the "Commercial Motor
5 Vehicle Safety Act of 1986" and shall be required to possess a valid Commercial Drivers
6 License (CDL), Class B, with Passenger and Air Brake endorsement. In addition all
7 employees covered by this AGREEMENT will comply with and be subject to the
8 provisions of the Palm Beach County's Vehicle Safety Program (PPM#CW-0-004) or
9 any amendments thereto.
10
11 29.2 Employees shall immediately notify their appropriate Supervisor in writing, should
12 their driver's licenses be revoked or suspended or in the case of a restriction which
13 impairs the employee's ability to perform their job.
14
15 In the case of a revoked or suspended license, or in the case of a restriction that
16 impairs the employee's ability to perform their job, the employee will not be allowed to
17 work until their driver's license has been reinstated without the restriction. During the
18 period in which the employee is attempting to have their license restored, the Employee
19 will be granted **Unscheduled Annual Leave** for up to ten (10) business days. If the
20 employee does not have sufficient Annual Leave balance to cover the time off, the time
21 off will be unpaid.
22
23 29.3 Employees involved in an accident while operating a COMPANY vehicle with a
24 suspended or revoked license or fails to notify the company of a suspended or revoked
25 license shall be immediately suspended without pay pending the appropriate discipline,
26 including possible termination.
27
28 29.4 The COMPANY will conduct random Department of Motor Vehicle checks on
29 employees' driving records.
30
31 29.5 The COMPANY shall provide an annual allowance of \$50 for renewing their
32 required CDL license every six (6) years. The allowance will be paid during the first full
33 payroll in March each year.
34
35 29.6 The time limits provided in this Article may be extended at the sole discretion of
36 the COMPANY.

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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 and rotating thereafter, 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 working in that facility.

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 during the current bid in the other 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

42 currently working in that facility.

43

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

47 **Article 30: Overtime**

48 **Page -2-**

49

50 Step 4: If no volunteers are available from employees signed up to work on their off
51 day in the other facility,, then the Floater from the facility in which the
52 absence occurred.

53

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

56

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

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59 30.5 Hours that do not count toward the computation of Overtime include:

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- 61 A. Sick Leave hours (paid or un-paid)
- 62 B. Hours when absent on any type of Leave of Absence
- 63 C. Jury Duty hours
- 64 D. Bereavement Leave hours
- 65 E. Unpaid UNION Business hours
- 66 F. FMLA hours
- 67 G. Suspension hours (paid or un-paid)
- 68 H. Any other un-paid or un-excused hours
- 69 I. Workers' Compensation Leave hours
- 70 J. Military Leave

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72 30.6 In employees' shift shall not be changed or altered or the employee
73 shall not be required to take leave or be placed in an un-paid status in order to prevent
74 the payment of overtime without the employee's consent.

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ARTICLE 31
TIME ALLOWANCES

31.1 JURY DUTY: When an employee serves on a jury in any court, the COMPANY agrees to pay the difference between the amount the employee would have earned on their regular assignment and the amount they received for such jury service.

31.2 COURT APPEARANCE: Employees subject to a subpoena will be paid even if the case is not work related, unless there is a personal interest in the matter.

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

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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.

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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. The COMPANY will also identify at least one vendor who can embroider the appropriate items. The cap or the shirt may not be worn without the logo embroidered on the garment.

(A) New employees shall be provided a uniform allowance of \$150.00 within thirty (30) days of hire.

(B) The COMPANY will pay an annual uniform allowance of \$300.00 the first full payroll in March to active employees.

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

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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 County 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.

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ARTICLE 35
PENSION PLAN

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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.

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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.

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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 and the COMPANY contributions to the Plan shall be based on a percentage of gross pay. Unless modified pursuant to the above provision, the contribution rates will be as follows during the term of this Agreement:

Employee Contribution: Existing Employees
 2.50% of gross pay on October 1, 2013
 2.75% of gross pay on October 1, 2014
 And 3.0% each year thereafter

New Employees hired or rehired on or after the effective date
3.00% of Gross Pay

Company Contribution: 13.0% of gross pay

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.

35.4 The parties acknowledge that both the COMPANY and the UNION desire to make changes in the current administration of the Pension Plan, and that those changes will require time and negotiations with all parties affected. Therefore, the UNION and the COMPANY agree, if necessary, to reopen this article, at a later date to incorporate any changes affected.

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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 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 must return to work after being on Workers' Compensation within six (6) calendar months following the date they were placed out on Workers' Compensation leave. If an employee returns to work within the six (6) month period and subsequently has a recurrence of the same illness/injury/disability or one of a different nature within days of returning to work, the six (6) month time frame for workers' compensation absence will continue where it left off from the previous incident. If the employee is unable to return to work, the COMPANY will terminate the employee.

If an employee returns to work for more than thirty (30) days and subsequently has a recurrence of the same illness/injury/disability or one of a different nature within twelve (12) months of returning to work, the total combined lost time from work for all illnesses/injuries/disabilities may not exceed nine (9) months in the most recent twelve (12) month period or the employee will be terminated.

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. All wage rates shall become effective as outlined in the Memorandum of Understanding. 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	\$21.154	\$33,689
Grade 29	Annually	\$44,000.32	\$70,073.12
Maintenance Supervisor	Per Hour	\$25.256	\$40.224
Grade 35	Annually	\$52,532.48	\$83,665.92

Ranges will be adjusted in accordance with Palm Tran/Palm Beach County pay and Classification scale (rates above are current as of FY 2013-2014).

37.3 Scheduled Increases: All salary increases will be at the same percentage that is approved by the Board of County Commissioners for all County non-bargaining employees for the next three (3) years and will be paid according to the same schedule.

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 (1/2) 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

47 **Article 37: Wages and Other Pay**

48 **Page -2-**

49
50 Shift Differential will not be paid for hours worked during any special event, unless the
51 event is during the employees normal shift, at that shift qualifies for Shift Differential
52 pay.

53
54 Shift Differential will be used in the calculation of overtime for employees who have
55 worked in excess of forty (40) hours per week.

56
57 Shift Differential will not be paid for vacations, annual leave, holidays, sick leave (even if
58 the employee works parts of a shift then goes home sick) or any other type of paid
59 absence. In order to receive shift differential pay for a qualifying shift, the employee
60 must work the entire shift.

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4 **ARTICLE 38**
5 **NEPOTISM**

6 38.1 **DEFINITION:** "An officer. . . or employee of an agency in whom is vested the
7 authority by law, rule, or regulation, or to whom the authority has been delegated, to
8 appoint, employ, promote, or advance individuals or to recommend individuals for
9 appointment, employment, promotion, or advancement in connection with employment
10 in an agency.

11 38.2 A COMPANY employee may not appoint, employ, promote, advance, or advocate
12 for advancement any individual who is a relative of the official to a position in the
13 agency in which they are serving or over which they exercise jurisdiction or control.

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

18
19 38.3 **DEFINITION OF A RELATIVE:** A "Relative" is a spouse, parent, child, sibling,
20 uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law,
21 daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson,
22 stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

ARTICLE 39
WAIVER

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- 4 39.1 The waiver of any breach or condition of this AGREEMENT by the parties
- 5 hereto shall not constitute a precedent for any subsequent waiver of any breach or
- 6 condition.
- 7
- 8 39.2 All past practices which conflict with the provisions of this agreement have no
- 9 binding effect, and do not constitute precedence for further action.

ARTICLE 40
SEPARABILITY

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40.1 If any provision of this AGREEMENT is rendered or declared invalid by any court action or by any reason of any existing or subsequently enacted legislation, the remaining provisions of this AGREEMENT shall remain in full force and effect for the term of this AGREEMENT. In the event any provision of this AGREEMENT is lawfully declared invalid, the COMPANY and the UNION shall meet as soon as practicable to negotiate a replacement provision.

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ARTICLE 41
DURATION OF AGREEMENT

41.1 This AGREEMENT is in effect from October 1, 2013 until September 30, 2014, and the parties agree it contains the entire agreement between the parties, as supplemented by the signed letter of Agreement dated November 19, 2013 attached here to, 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, 2014. 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 _____, 2013.

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: _____
Robert Weisman, County Administrator

By: _____
Barbara Watson

By: _____
Charles D. Cohen
Executive Director, Palm Tran

By: _____
Bargaining Team Member

By: _____
Bargaining Team Member

By: _____
Bargaining Team Member

Ratified by the SEIU, Florida Public Services Union, CtW, CLC, on December 5, 2013

ATTEST:

By: _____
President

47 **Article 41: Duration**
48 **Page -2-**

49 Ratified by the BOARD OF COUNTY COMMISSIONERS, Palm Beach County, Florida,
51 on _____, 2014.

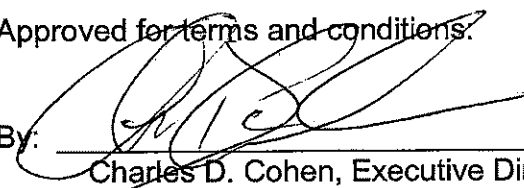
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55 **ATTEST:**

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57 **By:** _____ **BY:** _____
58 Clerk of Courts Mayor
59 Board of County Commissioners

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62 Approved as to form and
63 legal sufficiency:

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66 **By:** _____
67 County Attorney

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69
70
71 Approved for terms and conditions.

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73
74 **By:**  _____
75 Charles D. Cohen, Executive Director, Palm Tran
76

November 19, 2013

Agreement between Palm Tran, Inc. (the Company) and SEIU, Florida Public Services Union, CTW, CLC representing all regular full-time non-professional, supervisory employees of Palm Tran, Inc., in the following classifications: Maintenance Shift Supervisor, Operations Supervisor and Utilities Supervisor.

Both Parties agree to modify the current Labor Management Agreement (LMA) between the parties, as follows:

Status Quo Language

That the Labor Management Agreement in effect from October 1, 2007 – September 30, 2010 has remained status quo for the County Fiscal Years 2010 -2011, 2011 – 2012, and 2012 – 2013 (including no pay increases) and that both parties have waived their rights to negotiate changes for those fiscal years;

Article 35 – Pension Plan

The Palm Tran Pension Plan (Plan), including all amendments as made to the Plan by its Board of Trustees of the date of this 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 other participants in the Plan, including modifications 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.

Article 37 – Wages and Other Pay

All employees will receive a wage increase at the same percentage (3%) as approved by the Board of County Commissioners for all County non-bargaining employees for FY2014. The increased wage will be paid as soon as possible retroactive to the first pay period of FY14 with a goal by the third pay period following ratification.

RE-Opener

The Parties agree to re-open negotiations during 2014 based on a 60 day notification period by either party. Should the contract not be reopened during the time period of October 1, 2013 through September 30, 2014 and if the Board of County Commission authorizes an across the board percentage increase to the base wages of or lump sum payment to another represented or non-represented employee group, this will constitute an automatic reopener for wage negotiations between the SEIU Unit and Palm Tran.

For Palm Tran, Inc

For SEIU, Florida Public Services Union, CTW, CLC

For Palm Beach County



December 5, 2013

CONTRACT RATIFICATION

The 2013/2014 CBA Agreement between the Palm Tran and Florida Public Service Union (SEIU-FPS)

RE-OPENER 2014 CBA

ALPHONSO MAYFIEL
President

JOHN MCGIBBC
VP for Operations

RICHARD "MAC" MACDONALD
VP for Finance

ROBIN TURNER
VP for Organization

THEO WEBSTER
VP for Political Strength

SHERRIE COLGAI
VP for Member Strength

Supervisors:

NUMBER of YES Votes 11

Numbers of No Votes 0

Numbers of Provisional Votes 0

Number of Voided Votes 0

Numbers of TOTAL Votes 11

Palm Spring
2112 S. Congress Avenue
Suite 20
Palm Springs, FL 33406-767
561.965.007
Fax: 561.965.015
Toll Free: 866.855.500

Witness Mark Kucenka [Signature]

PRINT NAME Signature

Witness Joseph E. Brenner [Signature]

SEUI-FPSU Representative Barbara Watson Barbara Watson

Jacksonville
435 Clark Road, Suite 111
Jacksonville, FL 32218-5551
904.766.8711
Fax: 904.766.8824

Today's Date: Dec. 5, 2013

Orlando
1200 Hillcrest Street, Suite 101
Orlando, FL 32803-4736
407.856.5828
Fax: 407.856.5898

St. Petersburg
449 Central Avenue, Suite 104
St. Petersburg, FL 33701-3876
727.823.0011
Fax: 727.823.0088

Tavares
101 N. Joanna Avenue
Tavares, FL 32778-3215
352.742.9599
Fax: 352.742.9590

1111
1111



December 11, 2013

Dear Mr. Chuck Cohen, Palm Tran Inc.

ALPHONSO MAYFIELD
President

SONYA D. ROUNDTREE
VP of Operations

RICHARD "MAC" MACDONALD
VP of Finance

THEO WEBSTER
VP of Political Strength

ROBIN WYNN-TURNER
VP of Organizing

The agreed-to changes in the October 1, 2013-September 30, 2014 collective bargaining agreement between SEIU-FPSU and Palm Tran, Inc., were unanimously ratified by the membership on 12-05-2013 by an eleven to zero margin.

Palm Springs
2112. S. Congress Ave. Ste. 205
Palm Springs, FL 33406
561-965-0077
Fax: 561-965-0151
Toll Free: 866-855-5504

Article 35 amended

Article 37 amended

St. Petersburg
449 Central Ave., Ste. 104
St. Petersburg, FL 33701
727-823-0011
Fax: 727-823-0088

Article 41 (Duration of Agreement)

Orlando
1200 Hillcrest Street, Ste. 104
Orlando, FL 32803
407-856-5828
Fax: 407-856-5895

Please let me know how I may be of any further assistance.

Tavares
101 N. Joanna Avenue
Tavares, FL 32778
352-742-9599
Fax: 352-742-9590

Best,

Jacksonville
435 Clark Road, Ste. 110
Jacksonville, FL 32218
904-766-8717
Fax: 904-766-8824

Barbara Watson, SEIU-FPSU

A handwritten signature in black ink that reads "Barbara Watson". The signature is written in a cursive style with a long, sweeping underline.