

Labor – Management Agreement

between

SEIU, Florida Public Services Union, CtW, CLC

and

Palm Tran Inc.

Fiscal Year 2023-24 through Fiscal Year 2025-26



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1 **AGREEMENT**

2
3 This AGREEMENT is made and entered into this 6th day of March 2024, by and between
4 Palm Tran, Inc., and Palm Beach County as joint employers hereinafter referred to as
5 the COMPANY, and the SEIU, Florida Public Services Union, CtW, CLC, hereinafter
6 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 representative
16 for employees identified in the Florida Public Employees Relations Commission
17 Certification No. 1373, as follows:

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

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

24
25 1.2 The UNION recognizes that the COMPANY’S Executive Director or his/her
26 designees are the collective bargaining representatives for the COMPANY. The UNION
27 further recognizes its obligation to bargain solely and exclusively with the COMPANY’S
28 representatives.

29
30 1.3 When the term employee is used in this AGREEMENT, it shall mean an employee
31 coming within the unit identified above.

ARTICLE 2
REPRESENTATION

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

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

14
15 2.3 The COMPANY agrees to furnish the UNION with the names and the titles of its
16 senior management staff who are authorized by the Executive Director to supervise or
17 negotiate with the UNION or its members and to notify the UNION within forty-eight (48)
18 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 prescribed by the
6 COMPANY, or on a card supplied by the UNION, if acceptable to the COMPANY, shall
7 have his/her membership dues deducted from their wages on a biweekly basis twenty-
8 four(24) times per year. During months which contain three (3) pay days, no deduction
9 will be made from the 3 check. Uniform assessments shall be deducted from wages on
10 a lump sum basis and any changes shall not be requested more than twelve (12) times
11 a year. Dues and uniform assessments so deducted from each employee's wages shall
12 be forwarded to the UNION on a monthly basis at the end of the first (1) month such
13 deductions are authorized and monthly thereafter. The COMPANY shall not have any
14 responsibility or liability for any monies once sent to the UNION, nor shall the COMPANY
15 have any responsibility or liability for the improper deduction of dues. The UNION shall
16 indemnify the COMPANY and hold it harmless against any and all suits, claims, demands,
17 and liabilities that arise out of or by reason of any action taken by the COMPANY to comply
18 with the provisions of this Article.
19

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

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

32 3.2 It shall be the responsibility of the UNION to notify the COMPANY of any
33 change in the amount of dues to be deducted at least thirty (30) days in advance of said
34 change. Under no circumstances shall the COMPANY be required to deduct UNION
35 fines, penalties, political action payments, legal service payments, or special assessments
36 of any kind.
37

38 3.3 Any member of the UNION may, on thirty (30) days written notice to the
39 COMPANY, require that the COMPANY cease making deductions from his/her 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 through Friday, with
16 a prior minimum of (2) two 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 exists. Under no circumstances shall a UNION representative leave
19 his/her assigned duties to process a formal grievance procedure without first obtaining
20 authorization from their Department Head designee. Time off for all UNION business
21 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 shift.
27 Except for attendance at out of town conferences, time off for UNION business shall only
28 be allowed from 8:00 a.m. through 5:00 p.m., Monday through Friday. When possible,
29 grievance meetings shall be scheduled immediately after the grievant normal regular
30 shift.
31

32 Requests for unpaid time-off of more than one (1) day in duration but less than thirty (30)
33 days shall be submitted in writing to the appropriate Department Head at least three (3)
34 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 **Article 4: Union Business**

47 **Page -2-**

48

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

52

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

55

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

ARTICLE 5
UNION BULLETIN BOARD

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

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

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

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

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

ARTICLE 6
NON-DISCRIMINATION

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

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

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

ARTICLE 7
MANAGEMENT'S RIGHTS

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

- 8
9 A. Determine the purpose and organizational structure of the COMPANY;
- 10
11 B. Exercise control and discretion over the organization and efficiency of operations
12 of the COMPANY. Decide the scope of the service and take whatever action may
13 be necessary to carry out the mission and responsibility of the COMPANY in
14 routine operations or unusual or emergency situations;
- 15
16 C. Set minimum performance standards for service to be offered to the public;
- 17
18 D. Expand, reduce, combine, assign, change, modify or alter the composition and
19 size of the work force, including the right to relieve employees from duties because
20 of lack of work or funds;
- 21
22 E. Set procedures and standards to evaluate employees' job performance;
- 23
24 F. Establish, amend, revise, and implement any program policy and/or procedure or
25 existing work rule;
- 26
27 G. Hire, examine, classify and/or otherwise determine the criteria, qualifications, and
28 standards of selection of employment;
- 29
30 H. Determine and/or change the number in each classification and types of positions
31 as well as the number in each classification, grade, step, or designation in any plan
32 which is or may be developed by the COMPANY;
- 33
34 I. Determine all training parameters for all COMPANY positions, including persons
35 to be trained and the nature, extent and frequency of training;
- 36
37 J. Merge, consolidate, expand, curtail, transfer, modify, or discontinue operations,
38 temporarily or permanently, in whole or in part, whenever the discretion of the
39 COMPANY good business judgment makes such curtailment or discontinuance
40 advisable;
- 41
42 K. Contract and/or subcontract any future work not currently performed by
43 bargaining unit employees;
- 44
45 L. Control the use of equipment and property of the COMPANY, determine the
46 maintenance procedures, materials, facilities, and equipment to be used,

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

48 **Page -2-**

49

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

52

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

56

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

59

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

66

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

70

71 Should the union request impact bargaining over the negotiable impact of changes to rules,
72 regulation policies, procedures and/or operating bulletins, such requests shall be
73 administered in accordance with Article 9, Rules and Regulations.

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4 **ARTICLE 8**
5 **EXTERNAL PROCEEDINGS**

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

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

ARTICLE 9
RULES AND REGULATIONS

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4 9.1 Except as otherwise provided in this Agreement, the wages, hours, and other
5 conditions of employment of the bargaining unit employees shall be those specifically set
6 forth or specifically incorporated by reference in this AGREEMENT.
7

8 9.2 Except as modified by a specific provision of this AGREEMENT, the UNION agrees
9 that all employees covered by this AGREEMENT shall comply with all rules,
10 regulations, policies, procedures, operating bulletins of the COMPANY currently in place
11 which do not conflict with any specific provision of this AGREEMENT.
12

13 9.3 Should the COMPANY exercise this right to formulate, amend, revise, and/or
14 implement any and all rules, regulations, policies, procedures, and/or operating bulletins,
15 the COMPANY shall provide a copy of any new (or amended) rule, regulation, policy,
16 procedure, or operating bulletin to the UNION via electronic mail and posted at each
17 facility at least five (5) days prior to the effective date of implementation. Should a
18 change to a rule, regulation, policy, procedure or operating bulletin be of an urgent or
19 emergency nature, the five (5) day prior notification may be waived and the revision will
20 become effective when deemed appropriate and necessary by the COMPANY.
21 Simultaneous with providing a courtesy copy to the UNION, the COMPANY shall post at
22 each location the new (or amended) rule, regulation, policy, procedure, or operating
23 bulletin. "Posting" may be accomplished through electronic mail, telecommunication,
24 bulletin board posting, or any other appropriate means.
25

26 Should the UNION request impact bargaining regarding the revised work rule,
27 regulation, policy procedure or operating bulletin, the COMPANY will endeavor to meet with
28 the UNION as soon as practical to bargain the impact, if any. - However, necessary
29 revisions to work rules, regulations, policies, procedures or operating bulletins will
30 become effective as deemed appropriate and necessary by the COMPANY.
31

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

ARTICLE 10
CIVIL & NATURAL DISORDER

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

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

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

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

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

33
34 10.5 Employees who are called into work on their scheduled day off and who provide a
35 service to the COMPANY during the time of the declared emergency shall also be
36 credited a minimum of five (5) hours of pay or the actual number of hours worked,
37 whichever is greater, at the appropriate rate of pay (overtime after 40 hours during any
38 pay week).

ARTICLE 11
EMPLOYEE COOPERATION

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

16
17 11.2 In an effort to promote harmony and cooperation between the parties and to
18 enhance the abilities of the parties to reach the goals listed above, meetings of Labor
19 Representatives and Management will likely be necessary from time to time. Such
20 meetings, with agreed upon attendees shall be called by mutual consent. Union
21 representatives will be compensated on company time for attendance, and a list of
22 meeting attendees will be shared between the COMPANY and UNION

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 representatives,
9 including its officers, Executive Board members and stewards agree that they shall take
10 all necessary and appropriate affirmative actions to immediately stop any such activities.
11

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

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

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

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

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

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

43 **Article 12: Strikes and Lockouts**

44 **Page -2-**

45

46 12.8 The primary purpose of this Article rests in the mutual desire of the parties to this
47 AGREEMENT to provide uninterrupted transportation service to the citizens and
48 residents of Palm Beach County served by the COMPANY.

ARTICLE 13
REDUCTION IN PERSONNEL (LAYOFF/RECALL)

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4 13.1 In the event it is necessary to reduce the number of bargaining unit employees,
5 the COMPANY shall first identify the classification(s) to be impacted. Probationary
6 employees in such classification(s) shall be laid off first. Thereafter, any additional layoffs
7 in such classification(s) shall be based on the reverse order of Classification, Seniority,
8 plus the ability to perform the essential job functions. No full-time employee who has
9 completed their initial probationary period will be laid-off before all existing probationary,
10 temporary or contract employees have been laid-off first.

11
12 13.2 When the regular work forces of the COMPANY are decreased, employees of the
13 COMPANY who were laid off in accordance with 13.1 of this Article, shall be called
14 back to work in their Classification in the reverse order in which they were laid off; provided,
15 that this AGREEMENT or any renewal, amendment, or extension thereof, is still in effect.
16 Employees recalled must report back to work within twenty-one (21) calendar days of
17 receipt of the recall notice, or they shall be considered to have abandoned his/her job.

18
19 13.3 Recalled employees must meet all of the requirements of the classification at the
20 time of the recall. Laid-off employees eligible for recall shall be offered recall before new
21 employees are hired into their classification or shall be offered a position in a lower
22 classification for which they are qualified before new employees are hired into such lower
23 classification. An employee's recall rights shall expire in twelve (12) months from the date
24 of their layoff.

25
26 13.4 **SEVERANCE PAY:** In the event an employee is given notice of Lay-Off and they
27 work the entire thirty (30) day notice period, they will receive eighty hours of severance pay.

28
29 13.5 In the event of a layoff, the COMPANY agrees to pay the regular employer portion
30 of the health insurance premium for both the employee and the dependent coverage for
31 one (1) month following the month of the layoff, provided however, that the employee pays
32 their regular portion of the premium in advance. Furloughed employees returning to work
33 will be eligible to be re-insured under the COMPANY's group health plan, based on the
34 terms and conditions of the plan in effect at the time of the recall.

35
36 13.6 In the event of a layoff, furloughed employees will be given priority consideration if
37 they apply for open lower classification positions for which they qualify.

38
39 13.7 In the event the COMPANY out sources or contracts out its ground-level Operation
40 and/or Maintenance personnel, the Supervisors may be retained as the Front-line
41 Management Staff.

ARTICLE 14
PROBATIONARY PERIOD

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

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

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

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

27
28 14.5 The probationary period shall not be less than fifty-two (52) weeks of actual time
29 worked. If during the probationary period the employee is out on any type of Leave of
30 Absence, Workers' Compensation, disability or other absence, the probationary period
31 at the sole discretion of the COMPANY, may be extended by the same amount of time
32 as the employee was absent from work.

33
34 14.6 All non-insurance related benefits will begin from the first day of employment.
35 Insurance related benefits will begin after the applicable waiting period as defined by the
36 policy in effect at the time the employee is hired or promoted.

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

4 15.1 All employees shall schedule and satisfy the requirements of the Florida
5 Department of Transportation (FDOT) Medical Examinations. The medical
6 examination requirements shall include an examination at least once every two (2)
7 years for existing employees prior to the expiration of their current certification and a
8 return to duty examination for any covered employee prior to returning to duty.
9 Employees are required to take an additional FDOT physical examination for any of
10 the following reasons:

- 11
12 A. an absence lasting greater than thirty (30) calendar days,
13
14 B. an absence resulting from an illness, medical condition, or injury-related
15 absence as determined by the Palm Beach County Occupational Health Clinic,
16
17 C. instances required by Florida Department of Transportation (FDOT) or Federal
18 Transit Administration (FTA) regulation, or
19
20 D. other instances of reported lack of physical or mental fitness.

21
22 Physical examination may be scheduled to be taken during normal workdays of the
23 employees or on the employee's normal off-day. Physical examinations shall include
24 drug tests for employees after an absence lasting greater than ninety (90) calendar
25 days. The expense of such physical examination shall be borne by the COMPANY. The
26 physical examination shall be conducted at the Palm Beach County Occupational Health
27 Clinic by a licensed physician.

28
29 If an employee missed their original physical appointment, they must reschedule the
30 appointment and complete the physical examination within ten (10) working days. An
31 employee who fails to make the rescheduled physical appointment or fails to keep the
32 rescheduled appointments may be disciplined. Employees who fail to take and pass a
33 physical or psychological examination will be disciplined.

34
35 As a condition of continued employment with the COMPANY, any physical examinations
36 provided for must demonstrate the physical and psychological fitness of the employee
37 involved to perform the duties for which they are employed.

38
39 Should any required physical or psychological examination preclude the employee from
40 performing the essential duties of their position with or without a reasonable
41 accommodation, they may at their option have a review of the case in the following
42 manner:

43 **Article 15: Physical and Psychological**

44 **Page -2-**

45

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

50

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

54

55 B. In the event the findings of the physician chosen by the employee disagrees with
56 the findings of the physician employed by the Palm Beach County Occupational
57 Health Clinic, the Palm Beach County Occupational Health Clinic shall have the
58 sole final determination of the employee's status.

59

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

63

64 15.2 Employees taking the bi-annual physical during their normal off-time shall
65 receive pay for two (2) hours or the actual time required for the physical examination not
66 to exceed three (3) hours. Those hours will be paid at the employee's straight rate of pay.

67

68 15.3 Physicians chosen by an employee as provided for in this Article, shall be
69 members of the American Medical Association.

70

71 15.4 A Tuberculosis (T.B.) Test is optional. A follow up visit is unpaid and will be
72 performed at the option of the employee.

73

74 15.5 Nothing in this Article other than set forth herein shall diminish the employees
75 rights.

ARTICLE 16
DRUG AND ALCOHOL TESTING

1
2
3
4 16.1 Each COMPANY employee has a responsibility to the public to deliver services
5 in a safe, competent and conscientious manner. In order to achieve the highest degree
6 of safety for our passengers and the public, all COMPANY employees must be able to
7 work in a drug free environment and be free from the effects of alcohol and other job-
8 impairing substances. Any use of alcohol or a prohibited drug creates the potential for
9 job degradation. All safety sensitive employees shall be subject to random drug and
10 alcohol testing under the terms and conditions mandated by Federal law and the
11 Company's Substance Abuse policy, as it may be amended from time to time.

12
13 16.2 A summarized copy of the COMPANY's drug free work place policy shall be
14 provided to all current employees, posted on bulletin boards and issued to each new
15 employee as part of the overall orientation procedure. The COMPANY may from time
16 amend/or modify this policy, as required by changes to the Federal Law. Any changes
17 will be issued to the UNION, the employees and posted on the COMPANY bulletin
18 boards.

19
20 The Palm Beach County Occupational Health Clinic Employee Assistance Program
21 (EAP) will provide new hire orientation training on substance abuse.

22
23 16.3 Employees shall submit to drug and/or alcohol tests in accordance with Federal
24 Regulations and the COMPANY's Substance Abuse policy, under circumstances
25 including but not limited to the following:

- 26
27 A. Pre-employment Testing - requires all applicants for employment prior to
28 performing in safety-sensitive or transfer positions of individuals being transferred
29 into safety-sensitive positions from a non-safety-sensitive position to submit to a
30 test. Also, if a safety-sensitive employee has not performed a safety-sensitive
31 function for ninety (90) or greater consecutive calendar days and has not been in
32 the random pool the employee is required to take a pre-employment drug test and
33 must have a negative result, prior to being reassigned to safety-sensitive duties.
34
35 B. Reasonable Suspicion Testing - requires a safety-sensitive employee to submit to
36 a test when the employer has reasonable suspicion to believe that the employee
37 has used a prohibited drug or engaged in alcohol misuse.
38
39 C. Post-Accident Testing - accident is defined as an occurrence associated with the
40 operation of a vehicle in which:

- 41
42 1. An individual dies;

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

44 **Page-2-**

45
46 2. An individual suffers bodily injury and immediately receives medical
47 treatment away from the scene of an accident;

48
49 3 The mass transit vehicle involved is a bus, electric bus, van or
50 automobile in which one or more vehicles incur disabling damage as the
51 result of the occurrence and is transported away from the scene by a tow
52 truck or other vehicle.

53
54 D. Random Testing - is required for all safety-sensitive employees.

55
56 E. Return-to-Duty Testing - before any employee is allowed to return-to-duty to
57 perform a safety-sensitive function following a verified positive drug or alcohol of
58 .04 or greater or refusal to submit to a test, or any other activity that violates the
59 regulations.

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

65
66 16.4 The expense of drug and/or alcohol testing shall be borne by the COMPANY and
67 the examining Medical Review Officer (MRO) and/or testing company shall be
68 designated by the COMPANY. Employees shall receive a paid allowance of up to two
69 (2) hours of straight pay time for taking a required drug and/or alcohol test, unless the
70 employee is already paid by the COMPANY at the time the examination is being given.

71
72 16.5 Behavior that constitutes a Test refusal are a failure to:

73
74 A. Appear for a test in the time frame specified by the employer.

75
76 B. Remain at the testing site until the testing process is completed.

77
78 C. Provide a sufficient volume of urine or breath without a valid medical explanation

79
80 D. Undergo a medical examination to verify insufficient volume.

81
82 E. Cooperate with any part to the testing process.

83
84 F. Permit the observation or monitoring of specimen donation when so required.

85
86 Take a second test required by the employer or collector.

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

88 **Page-3-**

89

90 G. Sign the certification on Step 2 of the Alcohol Test Form.

91

92 Or

93

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

95

96 16.6 Employees are prohibited from:

97

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

100

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

102

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

104

105 D. The use of medical marijuana and hemp products.

106

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

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ARTICLE 17
SENIORITY

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

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

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

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

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

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

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

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

ARTICLE 18
DISCHARGE AND DISCIPLINE

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2
3
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. No investigation will exceed
17 thirty (30) days without a charge being made against an employee, unless the
18 investigation is an on-going criminal investigation. Any employee who is not permitted
19 to work will be placed on administrative leave with pay until the investigation is complete.
20 The employee charged will be given a copy of the written charges and the employee will
21 be required to sign the document which will indicate the employees' receipt. Employees
22 shall have the opportunity to refute any charges made by the COMPANY and to place
23 that statement in their personnel file or file a grievance pursuant to Article 19.1. The
24 UNION will be given a copy of the document. In any instance that the COMPANY
25 investigates an employee for a violation or offense outlined in this agreement, the
26 COMPANY agrees to give the employee the opportunity to present his/her side of the
27 issue(s) being investigated. Furthermore, except in such cases that would compromise
28 an ongoing investigation, the COMPANY agrees to provide the employee notice of the
29 specific policy violation(s) being investigated within the first ten (10) days of
30 managements investigation.

31
32 The COMPANY shall not put any document relating to discipline or discharge into an
33 employee's file without the employee having knowledge or having the opportunity to sign
34 the document. The employee and a Union representative may examine the employee's
35 file upon request.

36
37 The COMPANY shall have a policy of progressive discipline. However, the parties
38 acknowledge that the degree of discipline imposed for any specific action will be based
39 on, but not limited to, the severity and nature of the action requiring discipline and the
40 employees past employment record.

41
42 Any employee placed on administrative leave pending a hearing, will be paid, except for
43 employees who are suspended for insubordination who shall be placed on non-paid
44 suspension prior to a hearing.

45
46 18.3 If any employee is terminated by the COMPANY as a result of a conviction by a

47 court of proper jurisdiction of an offense involving theft of COMPANY property or funds,
48 operating a COMPANY vehicle while under the influence of alcohol or a controlled
49 substance, or committing an illegal act, neither the discipline or discharge in connection
50 therewith shall be subject to the grievance and arbitration procedures provided for in
51 this AGREEMENT.
52

53 18.4 Employees charged by a law enforcement agency with a felony or misdemeanor
54 involving moral turpitude, must notify the Company by the next business day and will be
55 immediately placed on a Personal Leave of Absence for a period not to exceed three (3)
56 months. Failure to notify the Company will result in disciplinary action up to, and including
57 termination. If the charges are not dropped or the employee found guilty, during the three
58 (3) month period the employee will be terminated. If, subsequent to the employees'
59 termination, the charges are dropped or the employee is found innocent, the employee
60 will be offered the opportunity for reinstatement into the same classification held prior to
61 termination and the most junior employee will be furloughed in order to create an open
62 position.
63

64 18.5 Should an employee desire to challenge any discipline imposed by the
65 COMPANY as arbitrary and capricious or not in accordance with the terms of the
66 AGREEMENT, except the discipline imposed with 18.4 of this Article, the employee,
67 either personally or through the UNION, shall within ten (10) days of the date the
68 discipline was imposed, present such complaint in the form of a written grievance to the
69 Manager of Human Resources or designee in accordance with the Grievance
70 Procedure specified in this AGREEMENT.
71

72 18.6 Saturdays, Sundays, and holidays shall be excluded in the circulation of the time
73 limits provided in this Article. Such time limits may be extended by agreement between
74 the parties.
75

76 18.7 If assessed any disciplinary action, the employee may not work on their day(s)
77 off to make up the lost hours within the same two-week payroll period. If the discipline
78 is imposed within 48 hours of the end of the work week, they cannot work overtime in
79 the next two-week payroll period.
80

81 18.8 Terms of conviction shall mean an adjudication of guilt by a court of competent
82 jurisdiction; a plea of guilty; a jury verdict of guilty; or a conviction by the Senate of an
83 impeachable offense. F.S. 112.

ARTICLE 19
GRIEVANCE PROCEDURE

19.1 A grievance is defined to be either a:

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

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

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

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

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

19.6 No grievance shall be entertained or considered valid unless:

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

47 **Article 19: Grievance Procedure**

48 **Page-2-**

49

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

52

53 C. The grievance states the specific remedy desired.

54

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

56

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

59

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

67

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

73

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

86

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

91 **Article 19: Grievance Procedure**

92 **Page-3-**

93

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

96

97 19.7 In order to encourage settlement of a grievance at its lowest level, each grievance
98 shall stand individually on the merits and facts of the controversy and provisions of this
99 AGREEMENT. The COMPANY and the UNION may include, as part of any settlement
100 reached between the parties that the settlement agreed upon did not establish a
101 precedent against either the COMPANY or the UNION for future grievances of similar
102 nature.

103

104 19.8 All Bargaining Unit employees shall use the grievance procedure specified in this
105 Article regardless of Union membership or lack thereof.

106

107 19.9 Saturdays, Sundays, and Holidays shall be excluded in the calculation of the time
108 limits provided in this Article. Such time limits may be extended for reasonable
109 circumstances and for specified periods by mutual written consent of both the UNION
110 and the COMPANY.

1 **ARTICLE 20**

2 **ARBITRATION PROCEDURE**

3
4 20.1 In the event either the UNION or the COMPANY has demanded Arbitration, the
5 following procedure shall be observed:

6
7 **FIRST:** Within ten (10) days after one party shall have duly served a written
8 demand for arbitration upon the other party, the Executive Director
9 or designee shall schedule a meeting with the President of the Union
10 or designee and endeavor to settle the dispute created by the
11 grievance or grievances in question. Within ten (10) days from the
12 meeting the Executive Director or designee will render a decision or
13 settlement offer in writing.

14
15 **SECOND:** If the UNION does not accept the settlement offer or does not agree
16 with the decision of the Executive Director or designee, then the
17 UNION and the COMPANY shall proceed to select an impartial
18 arbitrator, by requesting the Federal Mediation and Conciliation
19 Service to submit a panel of seven (7) disinterested persons, who
20 are qualified and willing to act as the impartial arbitrator. The request
21 for arbitration must be made by the party demanding arbitration
22 within ten (10) working days from the date the Executive Director or
23 their designee has tendered their decision in writing. The cost of the
24 request shall be borne by the party requesting the Arbitration.

25
26 **THIRD:** From such list the party requesting arbitration shall strike one (1)
27 name and thereafter the COMPANY and the UNION shall
28 alternately strike names until six (6) names have been eliminated.
29 The person whose name remains on the list shall become the
30 impartial arbitrator.

31
32 20.2 If the arbitrator selected by the parties hereto dies, resigns, or for any reason is
33 unable to act, the parties shall request another list of arbitrators and proceed to select a
34 new arbitrator in the same procedure as specified in 20.1.

35
36 20.3 The Arbitrator selected by the parties shall meet, organize, and conduct all of its
37 proceedings in the County of Palm Beach, Florida, at such times as may be mutually
38 agreed upon between the parties, and shall thereafter continue to meet on every
39 business day that is practical for them to meet until all evidence and arguments have
40 been received and heard. The quantum of proof required and to be applied by the
41 arbitrator in disciplinary actions arbitrated under this AGREEMENT, including
42 suspensions and discharges, shall be that of a preponderance of the evidence.

43
44 20.4 The decision of the Arbitrator shall become final and binding on the parties of this
45 AGREEMENT when delivered to them in writing.

46 **Article 20: Arbitration Procedure**

47 **Page -2-**

48

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

54

55 20.6 In the event of the failure of either party to act within the limits provided within this
56 Article, or extended by AGREEMENT between the parties, the party so failing to do so
57 shall forfeit its case.

58

59 20.7 Saturdays, Sundays, and holidays shall be excluded in the calculation of the time
60 limits provided in this Article. Such time limits may be extended by AGREEMENT
61 between the parties.

62

63 20.8 It is understood and agreed between the parties that the powers of the arbitrator
64 are limited and the arbitrator shall:

65

66 A. Have no power to add to, subtract from, amend, nullify, ignore or modify any of
67 the terms of this AGREEMENT.

68

69 B. Deal only with the grievance that occasioned the appointment.

70

71 C. Shall not have the authority to return a terminated employee to work if the
72 termination is based on the conviction of a felony, an act of moral turpitude as
73 defined by Chapter 435, F.S.

74

75 D. In cases of arbitration related to the operation of County vehicles, the arbitrator
76 shall not have the authority to place any driving restrictions on the COMPANY.

77

78 E. No right to modify the degree of discipline if the arbitrator finds that the
79 COMPANY's action was consistent with COMPANY policy, the terms of the
80 collective bargaining agreement, and that the COMPANY's disciplinary action
81 against the employee was not arbitrary and capricious.

ARTICLE 21
LEAVE OF ABSENCE

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3
4 **21.1 LEAVE OF ABSENCE:** Employees covered hereunder shall comply with Company
5 policy for Employees Unable to Perform Assigned Duties Due to Illness/Injury/Disability
6 Policy as amended for all general (non-represented) employees of Palm Tran.

7
8 **21.2 FAMILY MEDICAL LEAVE ACT (FMLA):** Under the provisions of the Family
9 Medical Leave Act, eligible employees are permitted to be off for up to twelve (12)
10 weeks per year for illness of themselves, an immediate family member or the birth or
11 adoption of a child. Family member is defined as spouse, parent or child. Spouse is
12 defined in accordance with applicable State law. Employees who are absent for a serious
13 health condition for more than three (3) consecutive calendar days will be placed on a
14 conditional FMLA Status. Employees must exhaust all available sick and vacation hours
15 prior to being placed in a non-paid FMLA status.

16
17 **PAID PARENTAL LEAVE:** Eligible employees shall be granted Paid Parental Leave, to
18 run concurrently with FMLA leave, to care for and bond with a new born, newly adopted,
19 newly placed foster child, or with a child newly placed in the employee's guardianship,
20 or in loco parentis (legally qualified placement). Eligible employees will receive a
21 maximum of six (6) weeks of Paid Parental Leave. In no case will an employee receive
22 more than one (1) period of paid Parental Leave in a rolling 12-month period, regardless
23 of whether more than one (1) birth, adoption, or qualified placement event occurs within
24 a 12-month timeframe.

25
26 To be eligible for Paid Parental Leave, a permanent full-time employee must have
27 worked at least twelve (12) months and worked at least 1,250 hours during the 12-
28 months preceding the leave. Paid Parental Leave will run concurrent with the FMLA and
29 must be utilized immediately starting the date of birth, adoption, or qualified placement
30 of a child.

31
32 Employees ineligible for FMLA may apply for a Personal Leave of Absence as outlined
33 in Section 21.3.

34
35 **21.3 PERSONAL LEAVE OF ABSENCE:** At the discretion of the COMPANY, an
36 employee may be granted a Leave of Absence for personal reasons. Granting of a Leave
37 of Absence for personal reasons shall be approved on a case by case basis.

38
39 The COMPANY in approving or denying a Leave based on similar circumstances will
40 have no precedent. If such Leave of Absence is granted, it will be for a maximum of
41 three (3) months duration. Employee and dependent group insurance coverage may
42 be continued if the employee pays that portion normally paid by the employee. The
43 COMPANY shall continue to pay the portion of premium normally paid by the
44 COMPANY for the employee. Should leave balances become exhausted, the employee
45 will be personally responsible for paying the entire premium (Employee and Employer
46 contributions) for all group insurance benefits. This includes both the premiums for the
47 covered employee and any covered dependents for medical, basic life and basic long

48 **Article 21: Leave of Absence**

49 **Page -2-**

50

51 term disability (HMO medical) insurance.

52

53 **21.4 MILITARY LEAVE OF ABSENCE:** Employees who volunteer, are drafted, or are
54 recalled to active duty in the military service receive the rights and privileges authorized
55 federal military and veterans laws with respect to leave, status and re-employment.

56

57 Employees who are members of a military reserve unit or National Guard unit must
58 present to their Division Manager their orders for annual field duty. They will receive
59 military leave with pay, not to exceed thirty (30) working days in a calendar year. In the
60 event an employees is called to active duty the COMPANY shall make up the difference
61 between the employees gross military pay and their gross regular salary for all the time
62 spent on active duty.

63

64 21.5 Seniority during any type of Leave of Absence will not be affected and will
65 accumulate the same as if the employee was working and not on Leave of Absence.

66

67 21.6 Any time an employee is out on any kind of unpaid Leave of Absence, the time
68 out on Leave of Absence shall not count as time worked.

69

70 21.7 Medical, Dental, Vision, Long Term Disability (LTD), and Life Insurance programs
71 shall be made available under the same terms and conditions and policies as are
72 applicable to all general (non-represented) employees of Palm Beach County. The
73 deduction and contribution amounts will be established by the Board of County
74 Commissioners (as established for all general non-represented employees of Palm
75 Beach County.

76

77 21.8 Employees on Leave of Absence for any cause may not accept other employment
78 without written approval of the COMPANY and the UNION.

79

80 **21.9 VACATION DONATION REQUEST:**

81 Eligible full time employees on approved continuous leave of absence without pay for
82 their own personal illness may request and voluntarily be provided donations of accrued,
83 unused vacation leave from other COMPANY employees as approved by the County
84 Administrator on a case by case basis. The employee receiving the leave donation must;
85 be requesting the leave for their own personal illness, be a permanent full time bargaining
86 unit employee, have exhausted all personal sick and vacation leave balances, be on
87 continuous medical leave of absence (non intermittent leave) and not have any
88 disciplinary action in his or her personnel file relating to abuse of sick or vacation leave.

ARTICLE 22
HOLIDAYS

22.1 DESIGNATED HOLIDAYS: The Company observes thirteen (13) paid holidays each year. Employees will work their normal schedule on holidays designated as regular service. The following holidays will be observed:

- A. New Years Day
- B. Martin Luther King Day
- C. Presidents Day
- D. Easter
- E. Memorial Day
- F. Juneteenth
- G. Independence Day
- H. Labor Day
- I. Veteran’s Day
- J. Thanksgiving Day
- K. Day after Thanksgiving
- L. Christmas
- M. Christmas Floating Day – to be designated by the Company as the day before or the day after the Christmas day holiday

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

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

22.4 Holiday hours worked and holiday hours paid will count as hours worked for the computation of overtime. Holiday hours credited to the employee’s Annual Leave

39 **Article 22: Holidays**

40 **Page -2-**

41

42 balance do not count as hours worked for the computation of overtime.

43

44 **22.5 Reduced Service Schedule Procedures**

45

46 The COMPANY will post the reduced service holiday schedule thirty (30) calendar days
47 in advance of the holiday, when there is a change in service.

48

49 Twenty-four (24) days prior to the reduced service holiday, a bid will be posted. An
50 employee already scheduled (by bid) to work that day may choose to work, based on
51 their seniority. Two (2) operations supervisor union representatives, one per facility, and
52 one (1) maintenance supervisor union representative will be present for the bid process.

53

54 Following the completion of the bid, any remaining open work will be offered to
55 employees in seniority order regardless of facility. Should no employee volunteer to
56 accept any remaining open shifts it shall be assigned in reverse classification seniority
57 by location.

58

59 The final reduced service holiday schedule will be posted at least seven (7) calendar
60 days in advance of the holiday. Once the final bid is posted requests for time off will not
61 be granted.

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 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 7th year	5.24 hours
Beginning of the 8 th . year	5.54 hours
Beginning of the 9 th year	5.85 hours
Beginning of the 10 th year and all years thereafter	6.16 hours

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

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

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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 per
53 day for a five (5) day scheduled work week and ten (10) hours per day for a four (4) day
54 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 normally only between the
56 hours of 8:00 a.m. and 5:00 p.m. However, upon prior approval of his/her manager, a
57 supervisor may utilize leave outside normal business hours.

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

61
62 **23.6 ANNUAL LEAVE BID (Weeks)**

63 There will be an annual leave bid that will be bid by employees based upon total
64 COMPANY Seniority within each facility of the COMPANY. A bid will be posted during
65 the month of December each year for scheduled annual leave in the upcoming year.
66 Employees may bid vacation in whole week increments (40 hour increments) up to the
67 amount of their accumulated Annual Leave/Vacation balance.

68
69 The Company will have the sole discretion to determine the number of vacation slots
70 open for each bid week. However, two (2) Operations Supervisors from each operating
71 facility, South County and North County, and two (2) Maintenance Supervisors from each
72 operating facility, South County and North County (North County seniority list includes
73 the West County staff compliment) combined, will be permitted off.

74
75 Employees with five (5) or less years of service with the COMPANY may bid a minimum
76 of one (1) week (40 hours) and employees with more than five (5) years of service with
77 the COMPANY may bid a minimum of two (2) weeks (80 hours) of scheduled Annual
78 Leave per year.

79
80 Employees who do not participate in the annual vacation bidding process must follow all
81 of the requirements outlined in this article for scheduling a non-bid vacation.

82
83 Once annual leave is bid, employees may not alter or change annual leave weeks,
84 except that:

- 85
86 1. An employee will be able to trade their picked annual leave week(s), twice per
87 year, for any week(s) that remain unpicked with a minimum of two (2) weeks'
88 notice and;
- 89
90 2. An employee whose travel plans are cancelled due to an issue outside his/her
91 control may request to rescind their annual bid week(s). Such request(s) must
92 include appropriate documentation and be submitted to the Director of

93 **Article 23: Annual Leave**

94 **Page -3-**

95
96 Operations or designee at least 72 hours prior to the start of the employee's
97 annual leave. The Director of Operations or designee has total discretion to
98 approve or deny such requests on a case by case basis. Such approvals or
99 denials shall not be precedent-setting.

100
101 3. Any employee who is out for documented illness and is taking Sick Leave at
102 the time their scheduled bid annual leave occurs, shall be eligible to use any
103 accumulated Sick Leave hours for the portion of their scheduled annual leave in
104 which they remain out on documented illness. The documentation must include
105 a doctor's statement indicating the date when the employee visited the doctor and
106 the estimated time of recovery. The doctor's statement must be acceptable to the
107 Palm Beach County Occupational Clinic and Palm Tran before Annual Leave
108 hours will be switched to paid Sick Leave hours.

109
110 If an employee does not have sufficient Annual Leave balance to cover the entire week
111 for which they bid when the week becomes due, the employee will not be allowed off
112 on unpaid leave and the employee will be required to work their normal schedule.

113
114 When a bidded vacation slot becomes open due to a vacancy, or forfeited due to an
115 insufficient vacation balance, the COMPANY will provide notice of the vacant vacation
116 slot by bid post and email. Employees assigned to the facility where the open vacation
117 slot is located will have seven (7) days from the date of the notice to bid on the open
118 vacation slot, and the final selection will be based on COMPANY seniority.

119
120 Employees may work their normal off day during a scheduled vacation week.

121
122 During emergencies, or when a critical work force shortage occurs, the COMPANY may
123 alter or suspend any Annual Leave previously bid.

124
125 **23.7 POST BID ANNUAL LEAVE REQUESTS – (WHOLE WEEK)**

126
127 From the remaining open weeks that were not filled during the annual bid, employees may
128 request a whole week of annual leave to their supervisor a minimum two (2) weeks prior
129 to the week requested.

130
131 The COMPANY will automatically approve employees equal to the number that could have
132 bid off during the annual bid on a first come first serve basis.

133
134 A week is considered four (4) days/ ten (10) hours or five (5) days/ eight (8) hours
135 depending upon bid schedule.

136
137 Requests for open vacation slots made no sooner than forty-five (45) days prior to and
138 no later than two (2) pay periods prior to the week requested will be approved on a first

139 **Article 23: Annual Leave**

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141
142 come first serve basis.

143
144 When an employee selects an open week, their scheduled days off are included in that
145 week.

146
147 **23.8 POST BID ANNUAL LEAVE REQUESTS- (INDIVIDUAL DAYS)**

148
149 From the remaining open weeks not filled during the annual bid or post bid requests,
150 employees may request individual days of annual leave to their Supervisor.

151
152 Requests for open vacation slots made no sooner than forty-five (45) days prior to and
153 no later than forty-eight (48) hours prior to the time requested will be approved on a
154 first come first serve basis (excluding Holidays and weekends).

155
156 The COMPANY will automatically approve employees equal to the number that could have
157 bid off during the annual bid on a first come first serve basis.

158
159 **23.9 ADDITIONAL ANNUAL LEAVE REQUESTS (WEEKS/DAYS/HOURS)**

160
161 In addition to the maximum number of employees allowed off on annual leave at any time.
162 Employees, at any time may request to their Supervisor; weeks, days or hours of annual
163 leave. Approval of all such requests shall be the sole discretion of the COMPANY. Annual
164 leave must be for a minimum of one (1) hour.

165
166 **23.10 PAYMENT FOR UNUSED ANNUAL LEAVE**

167
168 Employees who resign, or retire from the COMPANY will be paid for their accumulated
169 Annual Leave accrual at their then current rate of pay up to a maximum of four hundred
170 (400) hours. The payment for accumulated Annual Leave will be within thirty (30) days
171 of the employee's termination date.

172
173 **VACATION PAY ONLY:** Employees shall be able to collect pay for a minimum of eight
174 (8) hours up to a maximum of forty (40) hours of accrued, unused vacation leave upon
175 written request received by Director of Operations (or the designees)_at least seventy-
176 two (72) hours prior to the end of the pay period. Provided, however, the employee must
177 have sufficient Annual Leave Balance remaining after the payment, to cover the time bid
178 for Vacation (e.g. in order to receive twenty (20) hours pay, the employee who has bid
179 eighty (80) hours of Vacation must have one-hundred (100) hours of Annual Leave
180 accrued). Employees may not use this provision to receive pay during the same period
181 as they were off for suspension, unpaid sick leave or other Leave of Absence.

182
183 **VACATION DONATION:**

184 Employees covered hereunder may be allowed to donate accrued, unused vacation

185 **Article 23: Annual Leave**

186 **Page-5-**

187

188 leave to another full time employee who has requested the donation and who is on an
189 approved unpaid medical leave. The donated time will be credited to the employee who
190 is on medical leave without pay as sick leave. Approval by the County Administrator is
191 required on a case by case basis.

192

193 An employee may donate up to 40 hours of vacation time. Ongoing donations will not be
194 accepted, but rather, there shall be a restricted time period for making donations. The
195 total of all donations to any one employee may not exceed 90 days (720 hours) over an
196 employee's length of employment. The value of donated time will be transferred to the
197 employee on leave.

198

199 The employee receiving the leave donation must; be requesting the leave for their own
200 personal illness, be a permanent full time bargaining unit employee, have exhausted all
201 personal sick and vacation leave balances, be on continuous medical leave of absence
202 (non intermittent leave) and not have any disciplinary action in his or her personnel file
203 relating to abuse of sick or vacation leave.

1
2
3
4 **ARTICLE 24**
5 **ATTENDANCE**

6
7
8
9
10
11 **24.1 DEFINITIONS:**

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

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

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

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

23
24
25
26
27
28 **24.2 PROCEDURES:**

29 **Calling In Sick** - First shift supervisors must call in sick by two (2) hours prior to their
30 absence. All other supervisors must call in sick at least one (1) hour and thirty minutes
31 (90 minutes) prior to the scheduled start time of their shift. Supervisors must call in each
32 day of an absence within the timelines described in order to receive Sick Leave pay
33 unless on pre-approved leave of absence.

34 **Pre-arranged Medical and Dental appointments** – Employees must provide a
35 minimum of twenty-four (24) hours' notice to your immediate supervisor (excluding
36 holidays and weekends). Employees may use accumulated sick leave for prearranged
37 doctor and dental appointments with forty-eight (48) hours' notice to their immediate
38 supervisor and proof of visit upon their return to work. Absences due to doctor's
39 appointments of four (4) hours or less shall not count as an occurrence.

40 **Documentation** – Employees must provide acceptable documentation (as stated in
41 24.3) to your immediate supervisor within three (3) days after returning from any type of
42 leave.

43
44
45
46 **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 five (5) consecutive days or more must call to report back
to work by 11:00 a.m. the day prior to returning to work.

47 **Article 24: Attendance**

48 **Page -2-**

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

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

55
56 Employees who have an accumulated Sick Leave balance will receive paid time-off using
57 their accumulated Sick Leave beginning on the first (1st) day of their absence. Once an
58 employee has exhausted their accrued sick leave balance, their accrued vacation leave
59 will be charged prior to leave without pay.

60
61 Paid Sick Leave hours will be paid at the employees' current straight time rate of pay.

62
63 Paid Sick Leave hours shall not count toward hours worked for the computation of
64 overtime.

65
66 Under no circumstances may employees use accumulated paid Sick Leave to cover the
67 scheduled work day prior to or following an Annual Leave day or during a period of
68 vacation, unless the illness is documented.

69
70 Sick Leave may not be used to conduct personal business.

71
72 Employees are only required to report to the Palm Beach County Occupational Health
73 Clinic after five (5) consecutive days of personal sick leave. However, The COMPANY
74 reserves the exclusive right to require a doctor's note for any absences when abuse of
75 sick leave is evident.

76
77 **24.4 SICK LEAVE ACCRUAL:**

78
79 Employees shall accrue Sick Pay hours at a rate of 4.0 hours per biweekly pay period
80 up to a maximum accumulation of one thousand (1000) hours. A new employee's Sick
81 Leave accrual will begin on the first full payroll period and biweekly thereafter.

82
83 An employee must be in a paid status for a minimum of 40 hours during any biweekly
84 pay period in order to accrue sick leave for that pay period. "Paid Status" is defined as
85 any time an employee is working or on paid leave.

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 ten percent (10%) of their accumulated Sick Leave balance upon retirement. Employees,

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

95
96 who are terminated or leave the COMPANY prior to retirement shall not be eligible to
97 receive reimbursement for any accumulated Sick Leave balance.

98
99 **24.7 DISCIPLINE:**

100
101 Occurrences points will remain on an employee's record based on a rolling twelve (12)
102 month period from the date of the occurrence. Should it be determined that an employee
103 is taking Sick Leave under false pretenses, the time off shall be without pay and the
104 employee shall be subject to appropriate discipline.

105
106 Any employee who fails to call or report to work for three (3) consecutive scheduled work
107 days shall be considered to have voluntarily quit their job without recourse to a pre-
108 termination hearing, grievance hearing and arbitration process. However, if requested by
109 the employee within ten (10) days the COMPANY will afford the employee opportunity to
110 provide justification for their failure to call or report to work for three (3) consecutive days.
111 It will be at the sole discretion of the COMPANY to accept the justification.

112
113 Patterns of abusive Sick Leave usage, include but are not limited to, being out on the
114 same day of the week, calling in sick at the beginning or end of the work week on a
115 regular basis or calling in sick before or after scheduled vacations or annual leave days
116 or other abusive patterns shall be subject to discipline.

117
118 Failure to call within the required time as established in this article will result in one (1)
119 additional occurrence point being assessed. Once assessed, a point maybe removed
120 only if the employee establishes to Palm Tran's sole satisfaction within twenty-four (24)
121 hours of the employees return to work that the failure to call was beyond the employee's
122 control.

123
124 Failure to call and report to work within two (2) hours of scheduled report time will result
125 in three (3) occurrence points be assessed. Once assessed, up to two (2) points maybe
126 removed only if the employee establishes to Palm Tran's sole satisfaction within twenty-
127 four (24) hours of the employee return to work that the failure to call and report was
128 beyond the employee's control.

129
130 Corrective discipline will be administered according to the following schedule:

131	132 Number of Occurrences Points	133 Discipline
134	1 st , 2 nd , 3 rd and 4 th	No discipline
135	5 th	Verbal Warning (Documented)
136	6 th	Written
137	7 th and 8 th	Counseling with possible discipline or 138 alternative resolution

139 **Article 24: Attendance**

140 **Page-4-**

141

142 9th

143

Shall result in a pre-termination hearing
and possible termination

ARTICLE 25
BEREAVEMENT LEAVE

1
2
3
4 25.1 DEFINITION: Paid bereavement leave is expressly for periods of bereavement
5 and/or attendance of a funeral of an immediate family member.
6

7 Immediate family members are defined as the employee's present spouse, domestic
8 partner, child, children of a domestic partner, parent, present mother-in-law and father-
9 in-law, sister, brother, grandparent, grandchild, current step-mother, step-father, step-
10 child or legal ward of the employee residing in the employee's household.
11

12 Time off for the death of a relative or other person not identified above may be granted
13 from the employee's accumulated Annual Leave based on the rules for use of
14 un-scheduled Annual Leave.
15

16 25.2 In the event of death of an immediate family member, as provided in 25.1, the
17 employee shall be permitted to take up to four (4) consecutive days paid leave upon
18 notification of the deceased to the appropriate Division Head. Leave must be taken
19 within thirty (30) days of the death. The amount of pay received by the employee shall
20 be equal to the employee's normal assigned shift for each full day they remain out on
21 Bereavement Leave. If an employee has sufficient Annual Leave balance, they may take
22 un-scheduled Annual Leave for an additional two (2) days provided there are sufficient
23 workers available to cover anticipated workloads.
24

25 If an employee is on Workers' Compensation or any other leave of absence, the
26 employee shall not be eligible for bereavement leave. Those employees who suffer the
27 loss of an immediate family member outside of the United States will be allowed
28 bereavement leave effective the date of the formal notice (telegram or registered letter)
29 is received.
30

31 25.3 The COMPANY requires proof from employees of death and the employee's
32 relationship to the deceased on a form to be provided by the COMPANY. If proof is not
33 provided within two (2) weeks after payment of the leave the time paid will be deducted
34 from the employee's paycheck.

ARTICLE 26
SCHEDULED WORK WEEK/WORK LOCATION

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

26.2 OPERATIONS

It is the policy of the COMPANY to use its employees for which they are qualified, reserving to the COMPANY the right to judge qualifications, fitness, and ability of the employee, and to assign such employees to such work as it may be deemed necessary. At such times as the COMPANY deems necessary, it will determine the number of employees needed in each classification, at each work location and on each shift and the employee's assignment on each shift.

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

SWITCHING WORK: A supervisor seeking to switch to a day off will be permitted to switch days off within the same work week no more than six (6) times a bid. A Supervisor who agrees to a switch initialized by another supervisor will not be counted as having switched work. All switches must be requested on the proper switch form and submitted 24 hours prior to start of the shift for approval.

Supervisors can only switch shifts within the same work week with equal amounts of scheduled hours with another employee. For purposes of this Article switching days off and/or shifts requires two employees to participate in the switch so that the switch does not interrupt continuity of coverage for shifts bid.

SWAPPING WORK: A supervisor seeking to swap work will be permitted to swap work within the same work weekday no more than six (6) times a bid. A supervisor who agrees to a swap initialized by another supervisor will not be counted as having swapped work.

Supervisors can only swap work with equal amounts of scheduled hours with another employee, on the same day.

Supervisors accepting any open piece of work for overtime, are not permitted to swap/switch that piece of work unless otherwise directed by Operations Management, provided that such direction from Operations Management is neither arbitrary nor capricious.

For purposes of this Article, swapping work requires two employees to participate in the swap so that the swap does not interrupt continuity of coverage for shifts bid.

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

48 **Page-2-**

49

50 Employees who agree to swap are subject to ensuring coverage on the agreed upon
51 shifts. All swaps must be requested on the proper swap form and submitted prior to start
52 of the shift for approval.

53

54 **WORK TIME:**

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

66

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

69

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

72

73 Operations Supervisors Shift Bidding: A shift bid to include start/end times and days off
74 in each facility shall occur by classification seniority, two (2) times per calendar year, and
75 bids shall be posted and emailed on the first Monday by 5:00 p.m. during the months of
76 June and December and shall become effective on the first full pay period in July and
77 January.

78

79 Operations Supervisors who have been on an extended absence for a period of thirty
80 (30) days or more must provide a return to work slip from the Palm Beach County
81 Occupational Health Clinic no later than 5:00 pm the day before the first scheduled day
82 of the bidding indicating that the employee will be able to return to work prior to the
83 effective date of the bid or they shall not be allowed to bid. Operations Supervisors
84 returning to work from an extended absence who have not been allowed to bid during a
85 bid shall not be allowed to "bump" other Supervisors; they will be placed on the remaining
86 shifts after the bid is completed.

87

88 THE COMPANY will indicate the date and time that each supervisor will be required to
89 select their shift and vacation. Should a supervisor be unable to bid their shift and
90 vacation when it becomes their turn, then the Union Representative will pick a shift and/or
91 vacation from a written request made by the supervisor. If it not, the supervisor will be
92 skipped.

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

95
96 An Overtime sign up will be included in each Shift Bid.

97
98 In addition, a bid may be posted at such other times the COMPANY determines that a
99 change in operations, amount or type of work to be undertaken on a particular shift, or
100 other circumstances dictate a need for reduction of employees or additional employees
101 needed on any shift or facility.

102
103 This position will cover any employee absence, vacancies or vacation. The Floater shift
104 and days off will be subject to change as needed, except as outlined in Section 26.3
105 below.

106
107 **BUMP BID:**

108
109 Shifts that become permanently open more than thirty (30) days prior to the next general
110 bid shall be considered open "shifts", and will be bid in seniority order from the Supervisor
111 vacating the "Shift" down ("Bump Bid").

112
113 The COMPANY will indicate the date and time that each Supervisor will be required to
114 select their "shift". Each Supervisor is allowed up to ten (10) minutes to bid their "shift",
115 when their turn to bid has arrived. Bidding shall be in Classification Seniority Order and
116 be continuous during the hours of 8:00 AM through 12:00 Noon and from 1:00 PM to
117 5:00 PM beginning at 8:00 AM on the designated day and continuing each day until
118 complete.

119
120 The COMPANY will pay the union representative to be present during the bump bid
121 process.

122
123 **26.3 Operations Floaters**

124
125 Floater Position: The Floaters will bid on a primary facility.

126
127 Floaters Procedure:

128
129 1. When the Floater covers a full week assignment, they will retain the open schedule
130 (Shifts, days off, vacation). In the event the supervisor who was absent returns to work
131 during that week, the Floater will keep the same days off and return to their bid schedule
132

133 2. When an absence occurs prior to 4:00pm the COMPANY may reassign the Floater to
134 cover the open shift. Otherwise the COMPANY will follow the Overtime Procedure if the
135 Floater cannot be reassigned.

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

137 **Page-4-**

138
139 3. When an absence occurs the same day, the COMPANY will temporarily assign the
140 open Floater to cover the open position until the end of their assigned shift and the
141 COMPANY will follow the overtime procedures outlined in Article 30 to complete the shift.
142

143 **Supervisor Open Work**

144 The Company at bid time will identify as part of the bid process, positions that the
145 Company always desires to see filled. These positions shall be one (1) communicator
146 usually located in North Facility and one (1) Road Supervisor and one (1) Dispatch
147 Supervisor located one (1) each in North and South facilities. When such scheduled
148 work is known to be open on a next day or more basis (more than 24 hours advance
149 notice) the Company will fill this work either by use of a floater position(s) or by use of
150 the full shift overtime procedures. The Belle Glade Supervisor position(s) will be a
151 Supervisor position(s) included in the North County complement. The position(s) will
152 report to the Belle Glade Facility.
153

154 When one of these positions becomes open with less than 24 hours advance notice, the
155 Company will work to fill this, as soon as possible. The Company may do so by assigning
156 other Scheduled Supervisors to fill the work including by requiring scheduled Supervisors
157 to work overtime prior to or after the scheduled shifts only until relief is available or by
158 calling in Supervisors to work for limited duration (a minimum of three hours) or by
159 temporarily reassigning the floater position. The decision of which process to be used
160 will be at the Company's discretion.
161

162 If the COMPANY is required to contact the Supervisor, only one (1) telephone call shall
163 be made to the Supervisor's primary telephone number. If the telephone is answered by
164 an answering machine, the COMPANY will leave a message. If the Supervisor calls the
165 COMPANY back within three (3) minutes, the Supervisor will be given the assignment.
166 If the Supervisor is not personally reached or does not call back within three (3) minutes,
167 the Supervisor shall be deemed to have missed their opportunity to work the open
168 assignment and the next Supervisor in Classification seniority order will be telephoned.
169

170 When a position that is not designated to always be filled is vacant or becomes open,
171 the COMPANY has the option of filling this position or not filling this position or only filling
172 this position for reduced periods of time.
173

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

176 **Article 26: Schedule Work Week/Location**

177 **Page-5-**

178

179 **26.4 MAINTENANCE**

180

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

185

186 **BIDDING:** A bid will occur at least two (2) times per year. The bid will be posted on the
187 first (1st) Monday during the month of December and June to become effective the first
188 (1st) Sunday of a new pay period in January and July. The bid will be posted five (5)
189 days prior to the start of bidding. During the December bid employees will bid on the
190 facility that they will be assigned.

191

192 The COMPANY will determine the number of employees and available shifts at each
193 work location.

194

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

199

200 If a position becomes vacant, the COMPANY may temporarily place an employee in a
201 different facility, work assignment, and shift until the position is filled, only if a floater is
202 unable to fill the position.

203

204 Bidding shall be by Classification Seniority Order.

205

206 Maintenance Supervisors who have been on an extended absence for a period of thirty
207 (30) days or more must provide a return to work slip from the Palm Beach County
208 Occupational Health Clinic no later than 5:00 pm the day before the first scheduled day
209 of the bidding indicating that the employee will be able to return to work prior to the
210 effective date of the bid or they shall not be allowed to bid. Maintenance Supervisors
211 returning to work from an extended absence who have not been allowed to bid during a
212 bid shall not be allowed to "bump" other Supervisors; they will be placed on the remaining
213 shifts after the bid is completed.

214

215 **BUMP BID:**

216

217 Shifts that become permanently open more than thirty (30) days prior to the next general
218 bid shall be considered open "shifts", and will be bid in seniority order from the Supervisor
219 vacating the "Shift" down ("Bump Bid") after the completion of training for the newly hired
220 Supervisor.

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

222 **Page-6-**

223

224 The COMPANY will indicate the date and time that each Supervisor will be required to
225 select their "shift". Each Supervisor is allowed up to ten (10) minutes to bid their "shift",
226 when their turn to bid has arrived. Bidding shall be in Classification Seniority Order and
227 be continuous during the hours of 8:00 AM through 12:00 Noon and from 1:00 PM to
228 5:00 PM beginning at 8:00 AM on the designated day and continuing each day until
229 complete.

230

231 The COMPANY will pay the union representative to be present during the bump bid
232 process.

233

234 THE COMPANY will indicate the date and time that each supervisor will be required to
235 select their shift and vacation. Should a supervisor be unable to bid their shift and
236 vacation when it becomes their turn, then the Union Representative will pick a shift and/
237 or vacation from a written request made by the supervisor. If it not, the supervisor will be
238 skipped.

239

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

242

243 Each shift shall include:

244

- 245 ▪ Start time of the shift
- 246 ▪ End time of the shift
- 247 ▪ Lunch time
- 248 ▪ Days off

249

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

258

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

ARTICLE 29
DRIVER LICENSES

1
2
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 Driver's
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 any
9 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 impairs
16 the employee's ability to perform their job, the employee will not be allowed to work until
17 their driver's license has been reinstated without the restriction. During the period in
18 which the employee is attempting to have their license restored, the Employee will be
19 granted Unscheduled Annual Leave for up to ten (10) business days. If the employee
20 does not have sufficient Annual Leave balance to cover the time off, the time off will be
21 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.

ARTICLE 30
OVERTIME

1
2
3
4 30.1 Bargaining unit employees shall be paid one and one-half (1 ½) times their regular
5 hourly rate of pay for all hours actually worked in excess of forty (40) hours in their
6 designated work week.

7
8 30.2 The COMPANY will make all reasonable attempts to cover scheduled bidded shifts
9 as delineated in 30.3 and 30.4. Due to operational circumstances, employees may be
10 required to work overtime prior to or after their normal shift or to complete an assigned
11 task. If required to work, the employee will work or be subject to discipline unless a
12 documented emergency requires the employee to be released. Acceptable
13 documentation must be made available within twenty-four (24) hours of returning to work
14 or the employee is subject to discipline for not working as requested.

15
16 **30.3 OPERATIONS:** If it is necessary to fill an entire shift, partial shift of three (3) or
17 more hours, or special assignment with overtime the COMPANY will contact employees
18 as follows:

19
20 Step 1: Starting in each location (Belle Glade will be considered part of
21 North Facility.) by Division classification seniority order, from
22 employees who are scheduled off and have signed up to work on
23 their off day during the current bid in the facility in which the absence
24 occurred.

25
26 Step 2: If there are no off day employees available to work in the facility
27 where the absence occurred, the COMPANY will offer overtime to
28 employees currently on duty in that facility.

29
30 Step 3: If no on duty employees currently working in that facility are available
31 to work, then the COMPANY will ask employees who have signed
32 up to work on their off day during the current bid in another facility.

33
34 Step 4: If no employees are available to work, then the COMPANY will
35 assign overtime in reverse classification seniority order.

36
37 **30.4 MAINTENANCE:** If it is necessary to fill an entire shift, partial shift of three (3) or
38 more hours, or special assignment with overtime the COMPANY will contact employees
39 as follows:

40
41 Step 1: Employees who have signed up to work on their off day in the facility
42 in which the absence occurred.

43
44 Step 2: If there are no off day employees available to work in the facility
45 where the absence occurred, the COMPANY will offer overtime to
46 employees currently on duty in that facility.

47 **Article 30: Overtime**

48 **Page -2-**

49

50 Step 3: If no employees currently working in that facility are available to
51 work, then the COMPANY will ask employees who have signed up
52 to work on their off day in another facility, combining all employees
53 in all facilities into one list and selecting by Classification seniority.
54

54

55 Step 4: If no volunteers are available from employees signed up to work on
56 their off day in another facility, then the Floater from the facility in
57 which the absence occurred will be assigned.
58

58

59 Step 5: If the Floater cannot be used, then overtime will be assigned in
60 reverse classification seniority order.
61

61

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

63

64 30.5 Hours that do not count toward the computation of Overtime include:

65

66 A. Sick Leave hours (paid or un-paid)

67

68 B. Hours when absent on any type of Leave of Absence

69

70 C. FMLA hours

71

72 D. Suspension hours (paid or un-paid)

73

74 E. Any other un-paid or un-excused hours

75

76 F. Workers' Compensation Leave hours

77

78 G. Military Leave

79

80 30.6 An employee's shift shall not be changed or altered or the employee shall not be
81 required to take leave or be placed in an un-paid status in order to prevent the payment
82 of overtime without the employee's consent.

ARTICLE 31
TIME ALLOWANCES

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3
4 31.1 **JURY DUTY:** When an employee serves on a jury in any court, the COMPANY
5 agrees to pay the difference between the amount the employee would have earned on
6 their regular assignment and the amount they received for such jury service.

7
8 31.2 **COURT APPEARANCE:** Employees subject to a subpoena will be paid even if the
9 case is not work related, unless there is a personal interest in the matter.

10
11 31.3 **CALL BACK:** All Bargaining Unit employees called back to work beyond their
12 normal shift shall be guaranteed a minimum of two (2) hour pay, which shall be
13 considered hours worked for the computation of overtime. There shall be no guaranteed
14 minimum for hours required to work immediately preceding or immediately after the
15 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.

ARTICLE 33
UNIFORMS

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4 33.1 Employees shall be required to wear uniforms while on duty in accordance with the
5 requirements of the COMPANY. Shorts may be allowed to be worn during approved
6 “Special Events”.

7
8 **33.2 MAINTENANCE AND UTILITY SUPERVISOR:** Employees in the Maintenance
9 Division shall be furnished one (1) clean rental uniform for each scheduled shift.
10 Maintenance employees shall be required to wear safety shoes approved by the
11 COMPANY. Each employee will be provided with one new pair of safety shoe each year
12 or as needed and if approved by the Manager, Maintenance or his/her designee as
13 outlined in PT-P-037.

14
15 **33.3 OPERATIONS SUPERVISOR:** Operations department employees will wear the
16 uniform prescribed by the COMPANY. The COMPANY will designate the color and
17 design of the uniform.

18
19 The COMPANY will provide all new Operations Supervisors five (5) new uniform sets
20 upon their hire. Each Operations Supervisor who has been in continuous service as an
21 Operations Supervisor with the COMPANY for at least one (1) year shall receive a
22 uniform voucher in February of each year of this contract in the amount of \$375 to be
23 used for purchasing any approved uniform items at the designated vendor, additional
24 \$135 voucher for approved shoes each year in the second pay period in February. For
25 employees unable to obtain approved shoes from the vendor, the employee must present
26 an image, description and cost of an alternative shoe to the Director of Operations or
27 designee for approval prior to purchase. Once approved, the employee will be
28 reimbursed up to \$135 annually upon presentation of an acceptable receipt.
29 Reimbursements shall be subject to payroll taxes. The uniform voucher must be used in
30 the contract year issued and any unused balance in that year cannot be carried forward,
31 cannot be transferred to any other person, cannot be used to purchase items for another
32 person, and cannot be redeemed for cash.

33
34 If an Operations Supervisor is terminated or resigns prior to completion of one (1) year
35 of service, the pro-rated cost of the uniforms will be deducted from the employee’s final
36 check.

37
38 The approved vendor and manufacturer for all uniform garments shall be designated by
39 the COMPANY. The COMPANY shall inform employees where the garments can be
40 obtained.

41
42 33.4 Employees will be required to display a Palm Tran ID/Security badge on their
43 uniform at all times while on duty.

ARTICLE 34
TUITION REIMBURSEMENT AND TRAINING

34.1 TUITION REIMBURSEMENT:

In order to prepare employees to assume additional skills or prepare for possible promotion, the COMPANY will provide reimbursement for books and tuition for approved training and/or college courses, at accredited technical schools or universities for courses or training related to the employee's present classification or to a promotional opportunity up to a maximum of \$1,800.00 per fiscal year for technical/undergraduate courses or \$2,200.00 per fiscal year for graduate level courses. The COMPANY will not pay for or reimburse the employee for supplies, application fees, or transportation. In order to receive Tuition Reimbursement, the employee must comply with the following:

A. The training or course must be approved in writing, in advance, by the appropriate division director or designee.

B. The employee must successfully complete the training or course with a grade of C or better, or must receive the certification for which the training was provided.

C. If an employee is terminated or resigns prior to completion of the training or course, they shall not be eligible for any portion of the reimbursement.

D. The training or college course must be clearly related to the employee's existing position or to a future promotional opportunity

Employees receiving tuition reimbursement up to \$850 per fiscal year under this program will be obligated to continue working for the County for a minimum of one year following satisfactory completion of the course work. Employees receiving \$850 or more in tuition reimbursement within a fiscal year will be obligated to continue working for the County for a minimum of two years following satisfactory completion of the course work.

Employees who are over reimbursed, resign, or are discharged from the County prior to the expiration of the required obligation period shall reimburse the County for any tuition reimbursements received. The County may recoup the funds through deductions from the employee's paycheck(s) and/or through such other collection means as the County elects to use. Employees will be notified at the time of separation regarding their outstanding obligation. Any uncollected funds not returned within 120 days will be reported on the employee's Form W-2, although collection efforts will continue.

If a change in work assignment causes an employee to have a conflicting schedule with a pre-approved course, the COMPANY will make an effort to accommodate these employees who need to be off to attend class. Notwithstanding, it is ultimately the responsibility of the employee to ensure that all obligations under this AGREEMENT are met.

46 **34.2 TRAINING PROGRAMS:** To achieve the mutual objective of qualifying employees
47 for upward mobility within the COMPANY, and to ensure that employees are properly
48 trained for duties of their existing position, the COMPANY may from time to time schedule
49 employees' safety or training classes or programs. The cost of the training programs
50 shall be borne by the COMPANY.

51
52 When the COMPANY determines that training is required, it will be considered a
53 condition of employment for any affected employee to present themselves at the
54 appropriate time and place designated by the COMPANY for the required training.

55
56 Such training and retraining may include, but not be limited to, training on operation of
57 new vehicles or equipment, drug free workplace training, sexual harassment training,
58 training for maintenance certifications required by law, safety training and customer
59 service training.

60
61 Due to the COMPANY's various shifts and schedules the training may be scheduled on
62 weekends, during the evening hours or in conjunction with employees regular schedule.

63
64 **34.3** Employees scheduled for training which is not scheduled immediately before,
65 immediately after or during their normal shift will be paid a minimum of two hours of pay
66 or the actual training time, whichever is more at their appropriate rate of pay.

67
68 **34.4** The COMPANY and the UNION agreed to meet at the request of either party for
69 the purpose of exchanging information concerning the overall training of employees
70 within the bargaining unit. The union will make recommendations to the company
71 relative to the training needs of the employees, and the company will consider its
72 recommendations.

73
74 **34.5** Employees required to work in excess of 40 hours per week due to training will be
75 pay the overtime rate of pay (1.5 times their base rate of pay) for hours worked over 40
76 hours per week.

ARTICLE 35
PENSION PLAN

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4 35.1 Palm Tran, Inc. and the Amalgamated Transit Union (ATU), Local 1577, A.F.L.-
5 C.I.O.-C.L.C., have established a participating Retirement Plan. The Plan is jointly
6 administered by the Board of Trustees, currently consisting of two (2) representatives
7 appointed by the President of Palm Tran, Inc. and two (2) ATU UNION representatives.
8 One of the UNION representatives is the ATU UNION President, and the second
9 representative is currently appointed by the UNION President.

10
11 The Palm Tran Pension Plan (Plan), including all amendments as made to the Plan by
12 its Board of Trustees of the date of the Agreement, are incorporated into and made a
13 part of this Agreement. The Union agrees that all other Plan modifications, including but
14 not limited to Company and employee contributions, and all changes to the ATU Local
15 1577 Restated Agreement and Declaration of Trust (Trust), that are made applicable to
16 any other bargaining unit through the collective bargaining process, shall be applicable
17 to the employees without further action of the Union or the Company.

18
19 Any changes in the Plan required to be in compliance with Florida law and/or Federal
20 law shall be made by incorporation into the Plan.

21
22 35.2 The employee contributions to the Plan shall be 3% of gross pay, unless modified
23 pursuant to the above provision.

24
25 35.3 Participation in the Pension Plan will commence on the first day of full-time
26 employment. Enrollment in the Plan is mandatory for all full-time Bargaining Unit
27 employees.

ARTICLE 36
WORKERS' COMPENSATION

1
2
3
4 36.1 Employee's injured while on duty shall receive Workers' Compensation benefits
5 including weekly indemnity payments in accordance with Florida law. Time out on
6 workers' compensation will count toward the employee's FMLA balance.
7

8 36.2 Each employee shall immediately report any on-the-job injury to their supervisor.
9 The COMPANY's Workers' Compensation program shall be administered by the Palm
10 Beach County Occupational Health Care Clinic. Injured employees will be required to
11 comply with the procedures established by the Palm Beach County Occupational Health
12 Clinic.
13

14 36.3 Employees on Workers' Compensation who have been released for light-duty by
15 the Palm Beach County Occupational Health Clinic may be returned to work in a light-
16 duty status, provided light duty work is available.
17

18 The time worked on light-duty will not be considered a permanent change in assignment
19 or Classification.
20

21 The nature and availability of the light-duty job assigned shall be solely a Management
22 determination.
23

24 36.4 Employees covered hereunder shall adhere to the Workers' Compensation
25 Program Policy as amended for all general non-represented employees of Palm Tran.
26

27 If an employee is terminated pursuant to this provision, the eligibility for workers'
28 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.

37.2 Classification pay ranges:

For Fiscal Year 2024, effective the first pay period following October 1, 2023:
Operations Supervisors will receive a 7.50% increase and Maintenance Supervisors will receive a 3.00% increase. The minimum hourly rates are as follows:

	Hourly	Annually
Operations Supervisor:	\$28.503	\$59,285.30
Maintenance Supervisor	\$33.363	\$69,394.48

For Fiscal Year 2025, effective the first pay period following October 1, 2024:
Operations Supervisors will receive a 2.00% increase and Maintenance Supervisors will receive a 2.50% increase. The minimum hourly rates are as follows:

	Hourly	Annually
Operations Supervisor:	\$29.073	\$60,471.01
Maintenance Supervisor	\$34.197	\$71,129.34

For Fiscal Year, 2026 effective the first pay period following October 1, 2025:
Operations Supervisors will receive a 2.45% increase and Maintenance Supervisors will receive a 2.75% increase. The minimum hourly rates are as follows:

	Hourly	Annually
Operations Supervisor:	\$29.785	\$61,952.55
Maintenance Supervisor	\$35.137	\$73,085.40

Increases are paid on the first full pay period following October 1st of each Fiscal Year.

37.4 Shift Differential: Shift differential pay is additional pay per hour paid to employees who work a regular assigned shift that has more than one-half (½) of the shift occurring after 5:00 p.m. Any extra work after 5:00 pm, beyond an employee's regular assigned shift, will be entitled to the shift differential. Early morning shifts are not eligible for shift differential pay.

46 **Article 37: Wages and Other Pay**
47 **Page -2-**

48
49 Shift differential will be paid for all hours worked in a qualifying shift. The following shift
50 differential rates are effective during the term of this contract.

51

52 Operation Supervisors	six percent (6%) of the employees base wage rate
53 Maintenance Supervisors	six percent (6%) of the employees base wage rate

54

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

57
58 Shift Differential will be used in the calculation of overtime for employees who have
59 worked in excess of forty (40) hours per week.

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

65
66 37.5 A full –time Supervisor required by the COMPANY to break-in and instruct new
67 supervisors shall receive \$1.25 per hour in addition to their regular straight time hourly
68 rate of pay for all hours required to break-in or instruct new Supervisors.

69
70 The COMPANY will assign instructors for training from a list of qualified Supervisors
71 based upon their current bid. In order to be qualified a Supervisors must:

- 72
- 73 1. Volunteer to be a Supervisor instructor and receive training certification from
74 COMPANY;
 - 75 2. Have been a supervisor for a minimum of two(2) years:
 - 76 3. Have no employee write ups (verbal, written, etc.) in the past two (2) years;
 - 77 4. Must have worked at least 75% of each of the two (2) prior years;
 - 78 5. Can have no more than five (5) Occurrence Points (as outlined in Article 24.7); and
- 79
80
81
82

83
84 Must participate in an interview process and be selected by management to participate
85 in the Trainer Program.

86
87 In response to the needs of the Company, Management may waive the two (2)-year
88 requirements above, based on the employee's recent performance.

ARTICLE 38
NEPOTISM

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4 38.1 **DEFINITION:** “An officer. . . or employee of an agency in whom is vested the
5 authority by law, rule, or regulation, or to whom the authority has been delegated, to
6 appoint, employ, promote, or advance individuals or to recommend individuals for
7 appointment, employment, promotion, or advancement in connection with employment
8 in an agency.
9

10 38.2 A COMPANY employee may not appoint, employ, promote, advance, or advocate
11 for advancement any individual who is a relative of the official to a position in the agency
12 in which they are serving or over which they exercise jurisdiction or control.
13

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, grandfather,
23 grandmother, grandchild, court-appointed legal guardian, ward of employee, or domestic
24 partner.

ARTICLE 39
WAIVER

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

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

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ARTICLE 40
SEPARABILITY

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, 2023 until September 30, 2026, and the parties agree it contains the entire agreement between the parties, as supplemented by the signed Letter of Agreement attached hereto, in all matters relative to wages, hours, working conditions, and all other matters which have or could have been negotiated by and between the parties prior to the execution of this AGREEMENT. Neither party shall be permitted to reopen or renegotiate this AGREEMENT, or any part of this AGREEMENT, for the period from its effective date through and including September 30, 2026. 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 _____, 2024.

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

SEIU, FLORIDA PUBLIC SERVICES UNION,
CtW, CLC
400 Hibiscus Street # 200
West Palm Beach, FL 33401

By: _____
Verdenia C. Baker, County Administrator

By: 
Joseph Brenner,
Director of Organizing & Bargaining

By: 
Michael Blaylock
Interim Executive Director, Palm Tran

By: 
Bargaining Team Member

By: 
Bargaining Team Member

39 **Article 41: Duration**
40 **Page -2-**

41
42 Ratified by the SEIU, Florida Public Services Union, CtW, CLC, on
43 _____, 2024.

*By email to Todd Bonlarron dated
March 28th, 2024 in which Joseph Brenner
Confirmed the bargaining units ratification
of the Labor Management agreement on
March 26th, 2024.*

45 **ATTEST:**

46
47
48
49 By: _____
50 Officer

51
52 Ratified by the BOARD OF COUNTY COMMISSIONERS, Palm Beach County, Florida,
53
54 on _____, 2024.

55
56 **PALM BEACH COUNTY**
57 **BOARD OF COUNTY COMMISSIONERS:** :

58
59
60 **By:** _____
61 **Maria Sachs , MAYOR**

62
63 **ATTEST:**
64 **Joseph Abruzzo**
65 **CLERK AND COMPTROLLER**

66
67
68 **By:** _____
69 **Deputy Clerk**

70
71 **APPROVED AS TO FORM**
72 **AND LEGAL SUFFICIENCY**

73
74
75 **By:** _____
76 **County Attorney**

77
78 **APPROVED AS TO TERMS**
79 **AND CONDITIONS**

80
81
82 **By:** _____
83 **Todd J. Bonlarron**
84 **Assistant County Administrator**

Erin Hand

Subject: FW: Notice of Ratification-SEIU-Palm Tran

Importance: High

From: Joseph Brenner <joseph.brenner@seiufpsu.org>

Sent: Thursday, March 28, 2024 7:35:32 AM

To: Adrienne Buechner <Faithin561@gmail.com>; Betty Garrett <bgarrett@pbcgov.org>; Linda Jerry D. <LJERRY@pbcgov.org>; Michael Gee <mghitower@gmail.com>; Todd J. Bonlarron <TBonlarr@pbcgov.org>

Subject: Notice of Ratification-SEIU-Palm Tran

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Good morning everyone,

Let this email serve as official notification that SEIU bargaining unit members ratified, the new collective bargaining agreement during voting that occurred on Tuesday, March 26, with a 67% Yes vote.

Thanks to everyone for their diligent work on ensuring ratification occurred, smoothly, and please let us know when this will go before the board of County commissioners.

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