Agenda Item #: 5E-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 10, 2026	**[ ] Consent**	**[X] Regular**
Department: Palm Tran	**[ ] Ordinance**	**[ ] Public Hearing**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to ratify: the Labor Management Agreement (LMA) between Palm Tran, Inc. (Palm Tran) and the Amalgamated Transit Union (ATU) Local 1577 covering Palm Tran Bus Operators, Electronic Technicians, Mechanic and Mechanic Trainees, Utility Workers and Storekeepers for the three (3)-year period of October 1, 2025, through September 30, 2028.

Summary: The collective bargaining negotiation committees for Palm Tran and the ATU have concluded negotiations on a new LMA, which has been reached and tentatively approved by the labor negotiation committees. The LMA, incorporating all agreed upon terms, was ratified by the collective bargaining negotiation committees on December 15, 2025. The prior Agreement expired on September 30, 2025. The new LMA will be retroactive to October 1, 2025 through September 30, 2028. Bus Operator wages will continue to progress in the current eight (8)-step program. The Bus Operator entry rate will increase from $17.25 per hour to $20 per hour. Bus Operators at top rate or Step 8 wages will increase by 4.05% from $29.024 to $30.20 in FY2026: 3.01% in FY2027 and 3.83% in FY2028. Mechanics, Electronic Technicians, Storekeepers and Utility workers will receive 3.50% wage increases for FY2026 and a 2% wage rate increase for FY2027 and FY2028. The FY2026 wage increases will be retroactive to the first full pay period following October 1, 2025. The new LMA also reflects negotiated changes that will improve efficiency of operations and safety. **Countywide (MMM)**

Background and Policy Issues: The expired LMA covers the three (3) year period of October 1, 2022 through September 30, 2025 and was ratified by the BCC on October 4, 2022 (R2022-1167) with a fiscal impact of $3,807,236. Palm Tran and ATU began negotiations for a new LMA on May 24, 2025 and met on nine (9) separate occasions. A new LMA containing the terms and conditions of employment was reached on November 24, 2025. The additional cost of this LMA for the wages and benefits is $2,180,825 for Fiscal Years 2026-2028, representing a 42.72% decrease from the previous LMA. The ATU membership ratified this LMA on December 15, 2025.

Attachments:
1) Labor Management Agreement (2)
2) Contract Ratification Notice (2)

Recommended By: Ivan Maldonado — Digitally signed by Ivan Maldonado DN: DC=org, DC=pbcgov, OU=Enterprise, OU=PALM, OU=Users, CN=Ivan Maldonado, E=IMaldonado@pbc.gov Reason: I am the author of this document Location: Date: 2026.02.27 11:29:21-05'00' Foxit PDF Editor Version: 12.1.0 — 2/27/26
Executive Director — **Date**

Approved By: _____ 3/4/26
Chief Deputy County Administrator — **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	$1,283,949	$403,023	$493,853		
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	$1,283,949	$403,023	$493,853		
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item Included in the current Budget? ☒Yes ☐ No
Does this item include the use of federal funds? ☐Yes ☒ No
Does this item include the use of state funds? ☐Yes ☒ No

Budget Account No:

Fund	Department	Unit	Object	RSRC
1340	540	various	1201	

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

FY2026 budget had anticipated $750,000 for ATU wage increases, the remaining $533,949 can be absorbed through the vacant positions throughout the year. The fiscal impact for FY2027 and FY2028 will be addressed as those annual budgets are developed.

C. Departmental Fiscal Review: _____
Lyne Johnson, Director of Admin. Services

III. REVIEW COMMENTS:

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

2/23/26
OFMB 8/23 APR 2023

2/25/26
Contract Dev. & Control 2.24.26

B. Legal Sufficiency

2/26/26
Assistant County Attorney

C. Other Department Review

_____
Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Labor - Management Agreement

Between

Palm Tran, Inc.

and

Amalgamated Transit Union A.F. of L. - C.I.O. - C.L.C. Local 1577

October 1, 2025 through September 30, 2028

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AGREEMENT

This AGREEMENT, is made and entered into, by and between PALM TRAN, INC., and Palm Beach County as joint employers and its successors, lessees or assigns, hereinafter referred to as the "COMPANY", and LOCAL UNION 1577 of the AMALGAMATED TRANSIT, A.F. of L. - C.I.O.-C.L.C., hereinafter referred to as the "UNION".

WITNESSETH:

That the parties hereto contract and agree as follows:

ARTICLE 1
RECOGNITION

SECTION 1. The COMPANY hereby recognizes the right of its employees to bargain collectively with respect to wages, hours and terms and conditions of employment as required by Florida law to be negotiated, through representatives of their own choice and recognizes the UNION as the exclusive bargaining representative of all COMPANY employees covered by this AGREEMENT.

SECTION 2. Jurisdiction of the UNION shall encompass a bargaining unit defined as all positions certified by Order Number 98E-283 of the Public Employees Relations Commission on October 6, 1998rhm and as listed below, and as amended:

(1) Bus Operators

(2) Mechanics & Mechanic Trainees

(3) Electronics Technicians

(4) Utility Workers

(5) Storekeepers

SECTION 3. When the term "employee" is used in this AGREEMENT, it shall mean an employee coming within the jurisdiction of the UNION.

SECTION 4. The COMPANY will notify the UNION as soon as is practicable of any changes in work rules not set forth in this Agreement and provide an opportunity to bargain as required under Florida law.

SECTION 5. The COMPANY agrees to consider the UNION's comments when purchasing any new major bus equipment or buses.

SECTION 6. The UNION agrees that this contract will be governed by the provisions of Florida law as it relates to Public Employees (Chapter 447, F.S., as amended).

ARTICLE 2

REPRESENTATION

SECTION 1. It is mutually agreed that all business pertaining to this AGREEMENT shall be transacted between the properly accredited officers or agents of the COMPANY and the regularly elected officers of the UNION, a duly accredited committee thereof composed of employees of the COMPANY, or an international officer of the UNION.

SECTION 2. The UNION agrees to furnish the COMPANY with an up-to-date list of all Union officers, Executive Board Members and committee members and to notify the COMPANY within 48 hours of any changes thereto.

SECTION 3: The COMPANY will endeavor to furnish the Union with the names and the titles of its management staff, who are authorized by the Executive Director to supervise or negotiate with the Union or its members, and to notify the Union within forty-eight (48) hours of any changes to them.

SECTION 4: The COMPANY will endeavor to furnish the Union with a copy of public records given to employees which may have relevance to pending or future job actions.

ARTICLE 3
MEMBERSHIP DUES

SECTION 1. The COMPANY agrees to deduct from the wages of any employee included in the bargaining unit, the regular monthly membership dues of the UNION along with any uniform assessments voted upon by the UNION to be assessed to members. The UNION shall supply the COMPANY with a signed authorization form for each UNION member for which dues are to be deducted. The UNION shall supply the COMPANY with any changes to the list of employees who had deductions the previous month. Whenever the amount of the deduction changes, the Financial Secretary of the UNION shall provide to the COMPANY a letter indicating the date upon which the new deduction becomes effective.

SECTION 2. The deductions for UNION dues shall be made biweekly on the first and second pay check of each month. On months that contain three (3) pay days, there will be no dues or uniform assessments deducted from the third (3rd) payroll. Checks for UNION dues and uniform assessments, if any, will be remitted to the Financial Secretary within four-eight (48) hours, if practical, after the date of their deduction. Uniform assessments shall be deducted from wages on a lump sum basis and any changes shall not be requested more than twelve (12) times a year. A list of names and deduction amounts will accompany the check. The COMPANY shall not have any responsibility or liability for any monies once sent to the Union, nor shall the COMPANY have any responsibility or liability for the improper deductions of dues. The UNION shall indemnify the COMPANY and hold it harmless against any and all suits, claims demands and liabilities that arise out of or by reason of any action taken by the COMPANY to comply with the provisions of this Article.

SECTION 3. The individual authorizations or directives for the deductions of monthly membership dues shall be in conformity with applicable regulations of the Public Employee Relations Commission (PERC).

SECTION 4. In addition to regular dues and uniform assessments, the COMPANY agrees to deduct each pay period and transmit to the Financial Secretary of the Amalgamated Transit Union's Committee on Political Education (ATU-COPE), the amounts specified by each employee from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the ATU-COPE. The COMPANY will transmit said deductions to the UNION within four-eight (48) hours, if practical, following each payroll and shall accompany the payment with a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

SECTION 5. UNION dues, ATU-COPE, and uniform assessments shall cease the first full payroll following the promotion of an employee out of the bargaining unit. Should a promoted employee fail the probationary period and be assigned back to the bargaining unit, deduction for UNION dues shall begin the first full payroll following reassignment back into the bargaining unit.

ARTICLE 4
UNION BUSINESS

SECTION 1. UNION officers or designated representatives shall have the right to request time-off for the purpose of attending grievance hearings, arbitration hearings, or attending seminars, conventions, UNION negotiations or other UNION activities. All time off on UNION business except those exceptions specified in this Article or as agreed upon are unpaid by the COMPANY.

SECTION 2. Requests for time-off to conduct UNION business of one (1) full shift or less shall be made to the Section Manager or his/her designee:

Operations: Employees in Operations must request time off for UNION business by 11:00 a.m. of the day immediately preceding the day, or portion thereof, desired off.

Maintenance: Employees in Maintenance must request time off for UNION business between the hours of 8:00 a.m. and 4:00 p.m. with a minimum of two (2) hours prior notice to the time desired off.

The UNION President and a UNION officer/representative designated by the UNION President will be permitted off for UNION business at any one time. Such leave for the UNION President and a designated UNION officer shall not be unreasonably denied.

Additional UNION officers may be granted provided sufficient number of employees are available to cover scheduled assignments. Exception to the limitation will be granted for the purpose of contract negotiations or COMPANY provided Labor/Management Training.

Maintenance employees who are excused for UNION business for less than one (1) full shift shall report back to their immediate supervisor when the UNION business is complete and work the balance of their normal shift.

For bus operators who have been excused from their normal scheduled "Run" or from what would have been their normal "Extra Board" assignment, the Operations Supervisor will attempt to schedule "Extra Board" open work for the next day, around the time requested to be off on UNION business before making up "Extra Board" for the next day. The UNION official requesting the time off shall work the open work assigned by the Operations Supervisor, if any, and their pay hours for that week will be adjusted accordingly. Extra Board operators forty (40) hour guarantee will be adjusted by the number of hours off on UNION Business.

SECTION 3. Requests for time off of more than one (1) day in duration but less than thirty (30) days shall be made in writing to the appropriate Manager at least three (3) working days in advance. Requests for such leave for the UNION President and/or his sole designee shall not be unreasonably denied. Requests for leave for UNION officers or designated representatives in addition to the UNION President which exceeds one (1) full day in duration and less than thirty (30) days shall be granted provided that, in the sole discretion of the COMPANY, sufficient employees are available to cover scheduled assignments.

SECTION 4. UNION LEAVE OF ABSENCE: The COMPANY agrees that upon written request, one employee serving as an Officer of the UNION shall be granted an extended Leave of Absence to conduct or transact UNION business. UNION Leave of Absence may be granted for periods exceeding thirty (30) days and up to a duration of three (3) years. This period of Leave of Absence shall be extended for additional three (3) year periods upon written request of the UNION, submitted to the COMPANY at least thirty (30) days prior to the termination of the current Leave of Absence. Not more than one (1) employee will be granted extended UNION Leave of Absence at any one time. During the Leave of Absence for UNION business, the employee's seniority date will be retained and will accumulate during the period of authorized leave. The period of Leave of Absence shall be considered time worked or as service with the COMPANY and the employee's pension shall not be affected as a result of the time absent on UNION Leave of Absence. The UNION and/or employee shall pay the appropriate employee and employer portion of the Pension and any Health Insurance coverage (Medical, Dental Life, Disability, etc.).

Employees applying for reinstatement after a UNION Leave of Absence must do so within thirty (30) days from the completion of their UNION business. Prior to reinstatement, the employee shall be required to submit to a physical examination as well as drug and alcohol testing to ensure they are still qualified to perform the duties of the position they vacated during the UNION Leave of Absence.

SECTION 5. Neither UNION representatives nor bargaining unit employees shall leave their work assignment or area for the purpose of investigating, presenting, handling, or settling grievances without the express permission of their immediate supervisor. UNION representatives who have received permission from their immediate supervisor to leave their work assignment or area for the purpose of handling or settling grievances, attending grievance or arbitration hearings or conducting any other UNION business shall ensure that they have booked off. UNION representatives shall not contact any

employee concerning grievance matters or UNION business during either the working hours of the UNION representative or the working hours of any employee except during lunch and break periods without the express prior permission of the immediate supervisor.

SECTION 6. The UNION shall keep the COMPANY informed in writing of its UNION officers and designated representatives.

SECTION 7. Up to two (2) UNION officers and/or members of the Executive Board shall be paid by the COMPANY for meetings where UNION officials are requested by management to attend.

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

Notwithstanding the provision of Article 26, the Union President has the option, to select his/her days off prior to bidding.

SECTION 8. Time off for UNION Business shall count as time worked for the purpose of Pension benefits.

ARTICLE 5
UNION BULLETIN BOARD AND EMBLEMS

SECTION 1. The COMPANY agrees that it will provide locking bulletin boards, of approximately the existing size at the facilities, for exclusive use of appropriate, proper and non-inflammatory notices relating to UNION matters. The bulletin boards will be located in the bus operators' room and in maintenance of each facility or any other convenient location, which may be agreed upon between the COMPANY and the UNION. All notices so posted must be signed by an Officer of the UNION (as defined in Article 4, Section 1) and cannot be placed on the bulletin boards anonymously. A copy of each notice posted by the UNION will be provided to the Human Resources Manager or their designee prior to posting in the Union Bulletin Board.

SECTION 2. The COMPANY agrees that UNION members will be permitted to wear the emblem of the UNION on their service uniforms (the emblem may be in the form of a patch or pin as appropriate). The COMPANY and the UNION will mutually agree as to the size and location on the uniform where the emblem will be displayed.

SECTION 3. The COMPANY agrees to display the Union (ATU) logo on all buses. The logo shall be supplied by the UNION and the UNION shall be responsible for the placement and replacement of the logo on the buses. The size and location of the placement will be approved jointly by the COMPANY and the Union, any logo not in the proper location will be removed.

ARTICLE 6
NON-DISCRIMINATION

SECTION 1. The COMPANY and the UNION will not discriminate in hiring, promotion, discharge, pay, fringe benefits, job training, classification and other aspects of employment, on the basis of race, religion, sex, national origin, age, disability, marital status, familial status, ancestry, veteran status, genetic information, family status or sexual orientation. The COMPANY and the UNION will take affirmative action to ensure that applicants and employees are treated fairly and equally during employment, without regard to their race, color, religion, sex, age, disability, sexual orientation or national origin consistent with Title VII of the Civil Rights Act of 1964, as amended and Equal Opportunity provisions in Federal Transit Administration contracts. Both parties agree to take positive and preventive action to resolve sexual harassment cases.

SECTION 2. Employees in the bargaining unit shall have the right to form, join and participate in, or to refrain from forming, joining or participating in the UNION. Neither the COMPANY nor the UNION will discriminate against any employee in regard thereto.

SECTION 3. It is against the law to retaliate against an individual because a complaint was filed with the Office of Equal Opportunity alleging employment discrimination or because an individual aided or assisted another person in protecting employment rights.

ARTICLE 7
MANAGEMENT'S RIGHTS

SECTION 1. The UNION fully recognizes the right of the COMPANY to determine, and from time to time, re-determine, its policies; to conduct, manage and control the operation of its business in the light of past experience and good business judgment; to determine the qualifications for and to select its managerial and supervisory forces; to determine the number of employees it will retain in its service at any time; or to create, modify or discontinue jobs; and to determine, and from time to time predetermine, the type, kind, make and size of equipment used by the COMPANY, including how, when, and where such equipment used by the COMPANY; including how, when and where such equipment shall be operated and used to establish, and from time to time re-establish, rules and regulations necessary for the safe, proper and sound conduct of the COMPANY'S business.

SECTION 2. Except as specifically limited by this AGREEMENT, it is not the intention of this AGREEMENT and the same shall not be construed so as to limit in any way the right of the COMPANY to manage and operate its business.

SECTION 3. The COMPANY will keep posted on the bulletin board an up-to-date list of supervisory personnel to whom the employees are subject to report. The COMPANY will also post on the bulletin board any new appointments or promotions to its supervisory or management staff.

ARTICLE 8
CIVIL & NATURAL DISORDERS

SECTION 1. If in the sole discretion of the COMPANY, it is determined that a civil emergency condition exists or is threatening which could adversely affect the COMPANY'S services including but not limited to riots, civil disorders, natural disasters, hurricane conditions, or similar catastrophes or disorders, the COMPANY may suspend certain provisions of this AGREEMENT not specifically outlined in this Article as required.

SECTION 2. NOTIFICATION: Until notified by supervisory personnel of the COMPANY or by notification to the general public that portions or all of the COMPANY'S operation have been or will be suspended, employees shall report for work at their regularly scheduled time and place. Employees already at work shall continue to perform their assigned duties until notified by supervisory personnel to do otherwise.

Upon notice by the COMPANY to an Officer of the UNION that an emergency situation exists, work assignments will be assigned (if practical, with the UNION President or designee present) as provided herein. Notice by the COMPANY to the UNION may be verbal, but will be followed by written confirmation within 24 hours of the verbal notice. Should an emergency situation extend beyond fourteen (14) days, the existence of an emergency situation will be ratified and reaffirmed by the Board of County Commissioners. Such ratification may be in the form of an Emergency Declaration issued by the Chair of the Board of County Commissioners.

SECTION 3. WORK ASSIGNMENTS: Depending on the nature and severity of the situation, the COMPANY may suspend a portion or all of its normal operation. Work assignments during full or partial suspension of service will be assigned as follows:

A. **PARTIAL SERVICE SUSPENSION:** In the event of a partial suspension of the COMPANY'S service or operations, employees not affected by the partial service suspension shall work their normal assignment or shift. At the sole discretion of the COMPANY, employees affected by the partial suspension may be required to work a different assignment within their operating section or may not be required to work. Employees required to work a different assignment will be assigned on a first available basis and the length of each employee's assignment will be determined solely by management.

B. **FULL SERVICE SUSPENSION OR INTERRUPTION:** In the event the COMPANY shall be required to suspend all of its normal operation or provide different services as a result of the emergency situation, any work to be assigned to employees will be assigned on a first available basis and the length of each employee's assignment will be determined solely by management.

In accordance with this Article, the COMPANY will endeavor to call employees not working in Classification seniority order; however work will be assigned to employees on a first available basis.

SECTION 4. RESTORATION OF SERVICE: Following a civil or natural disaster, service will be restored as conditions permit. If, as a result of damage, flooding or other emergency condition only a portion of the COMPANY's fixed routes are restored, those bus operators normally assigned to those routes will be assigned work on a seniority basis. Any other work assignments during the restoration period will be scheduled and dispatched solely at the discretion of the COMPANY.

SECTION 5. PAY DAYS: Depending upon the nature and severity of the disaster, the COMPANY shall strive to maintain normal payroll dates. However, due to possible circumstances, pay dates cannot be guaranteed. When forced to estimate payroll the issuing of manual checks may be suspended by the COMPANY at it sole discretion.

ARTICLE 9
EMPLOYEE COOPERATION

SECTION 1. The employees shall work at all times to the best interest of the COMPANY; they shall perform efficient service in their work; they shall operate and handle the COMPANY's vehicles carefully, safely, and with the utmost regard to the safety of passengers, the general public, and the equipment entrusted to their care; they shall operate and handle the COMPANY'S vehicles at all times in full compliance with the rules of the COMPANY; they shall give the riding public courteous and respectful treatment at all times to the end that the COMPANY'S service may improve and grow; and they shall at all times use their influence and best endeavors to preserve and protect the interest of the COMPANY and cooperate in the promotion and advancement of the COMPANY'S interest.

ARTICLE 10
STRIKES AND LOCKOUTS

SECTION 1. The UNION agrees that pursuant to applicable Florida Law Section (447.505-507 F.S.), it shall not authorize, condone, excuse, ratify, permit, cause, support or acquiesce in any strike, slowdown, sit-down, sickout, work stoppage, picketing that obstructs an employee from reporting to or continuing to work, or prevent the public from entering any facility or utilizing any service or any individual or concerted act of similar nature directed at interruption or interference of the efficient operation of the COMPANY'S service to the public. Penalties including fines, termination of employment and/or decertification of the UNION may be imposed for violation of this statute. The UNION representatives, including its officers, Executive Board members and stewards agree that they shall take all necessary and appropriate affirmative action's to immediately stop any such activities as described herein. This Section shall not prohibit any individual or concerted activity already prohibited by law.

SECTION 2. The COMPANY shall not cause or permit any lockout of any of the employees covered by this AGREEMENT.

SECTION 3. The primary purpose of this Article rests in the mutual desire of the parties to this AGREEMENT to provide uninterrupted transportation service to the citizens and residents of Palm Beach County served by the COMPANY.

ARTICLE 11
REDUCTION IN PERSONNEL (LAYOFF/RECALL)

SECTION 1. If or when it is necessary to reduce the regular work force of the COMPANY, within any classification, layoffs shall be in the reverse order of Classification Seniority. Employees being laid off shall be given thirty (30) calendar days written notice in advance of such lay-off and the UNION shall be given a copy of each notice. To avoid being laid-off, full time employees may use their Section Seniority to bump employees in lower classifications. Employees laid off will retain and accumulate Section and Classification seniority rights during such layoffs.

SECTION 2. When the regular work forces of the COMPANY are decreased, furloughed employees of the COMPANY who were laid off in accordance with Section 1 of this Article, shall be called back to work in their Classification in the reverse order in which they were laid off, provided however, that this AGREEMENT or any renewal, amendment, or extension thereof, is still in effect.

SECTION 3. In the recall of persons in accordance with Section 2 of this Article, the following procedure shall be followed:

FIRST: The COMPANY will attempt to notify each person to report for work by registered U.S. Mail, return receipt requested. Such letter shall be directed to the last known address of such person and a copy thereof shall be furnished to the UNION. By providing such notice, the COMPANY shall have discharged its notice obligations under this Article. Employees who were laid off must keep the COMPANY and the UNION supplied with a correct and up-to-date address or risk forfeiture of their seniority and employment rights hereunder.

If the COMPANY does not receive the return receipt from the mailed letter within fourteen (14) calendar days after mailing, the employee will forfeit any right to recall.

SECOND: Persons so notified to report for work, must report for work within fifteen (15) calendar days (excluding weekends) after the evidence of the return receipt is received by the COMPANY or they shall forfeit any right to recall.

SECTION 4. When a layoff exceeds thirty (30) days, the person offered recall under provisions of this Article must be able to perform the work requirement under the existing employment standards of the COMPANY. At the option of the COMPANY, employees may be required to complete a physical examination as well as drug and

alcohol testing to determine their ability to perform the requirements of the position to which they are returning. An employee's recall rights shall expire in twenty-four (24) months from the date of their layoff.

SECTION 5. In the event of a layoff, the COMPANY agrees to pay the group insurance premium that it would normally pay for both the employee and the dependent coverage for an additional month following the month the layoff becomes effective. At the employee's option, the laid off employee may continue group insurance in accordance with the insurance policy by providing the cost of the monthly premiums to the COMPANY in advance. Furloughed employees returning to work will be eligible to be insured in accordance with the insurance policy of re-employment.

SECTION 6. SEVERANCE PAY: In the event an employee is given notice of Lay-Off and they work the entire 30-day notice period, employees who have completed probation will receive eighty (80) hours of severance pay.

SECTION 7. No full-time employee shall be placed on Lay-Off status as long as a part time employee in the same Section is working.

ARTICLE 12
PROBATIONARY PERIOD

SECTION 1. The probationary period as herein established is to provide a trial period during which the COMPANY may judge a new or promoted employee's ability, competency, fitness, suitability, and other qualifications to perform the work for which they were chosen.

SECTION 2. All new employees shall serve a one (1) year probationary period from the date of employment. If during the probationary period the employee is out on any type of Leave of Absence, Worker's Compensation, disability or other non-paid absence, the probationary period will be extended by the same amount of time as the employee was absent from work.

SECTION 3. NEW EMPLOYEES: If, during the probationary period, the employee does not meet all the necessary standards for the position, or if in the sole discretion of the COMPANY, an employee is deemed not suitable, the employee may be terminated and the employee so terminated shall have no recourse to grieve or arbitrate the termination. However, if the COMPANY proposes to terminate an employee who has completed more than five (5) months employment, (excluding any extension time as noted) the employee will be afforded the opportunity for a pre-termination hearing.

SECTION 4. All non-insurance related benefits will begin from the first day of employment. Health, Life, Dental and Disability insurance will begin after the applicable waiting period as defined in Palm Beach County's contracts with those providers and as it may be amended, modified or replaced for such benefits.

SECTION 5. New full-time employees must complete a minimum of three (3) months employment to be considered for a promotion or transfer from one Classification to another Classification.

ARTICLE 13
PHYSICAL EXAMINATIONS

SECTION 1. PHYSICAL EXAMINATIONS: Employees who are required to possess a valid State of Florida Commercial Driver's License shall be required to successfully obtain a Florida Department of Transportation (FDOT) Medical Examination for Bus Transit System Drivers. The medical examination requirements shall include an examination at least once every two years for existing employees and a return to duty examination for any covered employee prior to returning to duty after;

(A) an absence lasting greater than thirty (30) calendar days,

(B) an absence resulting from an illness, medical condition, or injury-related absence as determined by the Palm Beach County Occupational Health Clinic,

(C) instances required by FDOT regulation, or

(D) other instances of reported lack of physical or mental fitness.

Physical examination may be scheduled to be taken during normal workdays of the employees or on the employee's normal off-day. Physical examination shall include drug tests for employees after an absence lasting greater than ninety (90) calendar days.

A Tuberculosis (T.B.) test requires an unpaid follow-up visit and will be performed at the option of the employee. The expense of such physical examination shall be borne by the COMPANY. The physical examination shall be conducted at the Palm Beach County Occupational Health Clinic by a licensed physician.

Employees taking the physical during their normal off-time shall receive an allowance equal to the actual time required for the physical examination or two (2) hours pay whichever is greater. The allowance will be paid at the employee's straight time rate of pay.

Employees will be notified by email and posting in advance of the month their physical is due. The COMPANY will provide transportation if the physical is scheduled during the employee's normal working hours.

An employee, who is aware of their scheduled appointment and fails to attend without a legitimate excuse, will be rescheduled to a COMPANY physical, without pay to the employee. An employee who fails to make the rescheduled physical appointment will not be allowed to return to work until such time as they take and pass a physical examination. The rescheduled appointment will be as immediate as possible, and in no event longer than five (5) working days from the scheduled original appointment.

SECTION 2. As a condition of continued employment with the COMPANY, any physical examinations provided for herein must reveal the physical and mental fitness of the employee involved to perform the duties for which they are employed.

SECTION 3. Should any required physical examination reveal the physical or mental unfitness of the employee to perform the duties for which they were employed, they may at their option have a review of the case in the following manner:

(A) They may employ a licensed physician of their own choosing and at their own expense for the purpose of conducting a further physical examination for the same or recommended purpose of the physical examination made by the physician employed by the COMPANY. A copy of the findings of the physician so chosen by the employee involved shall be furnished to the Palm Beach County Occupational Health Clinic, and in the event such findings verify the findings of the physician employed by the COMPANY, no further medical review of the case will be afforded.

If the employee's medical condition is of a permanent nature, the employee will be given priority consideration for any other open position at Palm Tran for which they are deemed qualified by management. They will also be given consideration for open positions in the County for which they are qualified. If there are no other open positions for which the employee qualifies, they will be given a Leave of Absence consistent with Article 19 (Leave of Absence).

(B) In the event the findings of the physician chosen by the employee involved shall disagree with the findings of the physician, the COMPANY, at the written request of the employee involved, will jointly ask the two (2) physicians to agree upon and appoint a third (3rd) qualified, licensed, and disinterested physician.

This physician shall specialize in the field of the employee's physical problem for the purpose of making a further physical examination of the employee involved. The findings of a majority of the three (3) examining physicians shall determine the disposition of the case and be final and binding upon the parties hereto. The expense of the employment of such third (3rd) medical examiner shall be shared equally by the COMPANY and the employee.

SECTION 4. Should any physical examination provided for herein, reveal the physical or mental unfitness caused by disease, defects, or disabilities of a temporary or curable nature, and the employee involved is willing to have the cause or causes of such unfitness treated and rectified, then in such an event, depending upon the particular circumstances of each case, the employee may:

A. The employee involved may continue working while undergoing medical treatment, if the examining physician, or a majority of the three (3) examining physicians as herein provided, shall certify to their ability to safely do so, or;

B. The employee involved shall be taken out of service and given a Medical Leave of Absence for the purpose of undergoing medical treatment until such time as the examining physician, or the majority of the three (3) examining physicians, as herein provided, shall certify to his physical and mental fitness to perform the duties for which they were employed. However, such leave of absence shall be subject to the provisions of the Article relating to Medical Leave of Absence (Article 19, Leave of Absence), and any employee on Medical Leave of Absence because of physical or mental unfitness to perform their duties may be required to supply the COMPANY with a physician's report covering their condition at such interval or intervals which the COMPANY may require. The COMPANY shall have the sole discretion as to an extension of a Medical Leave of Absence beyond the time limits set forth in the Article on Leaves of Absence (Article 19, Leave of Absence).

SECTION 5. Physicians chosen by an employee as provided for in this Article, shall be members of the American Medical Association or American College of Surgeons, except, when permitted otherwise by mutual agreement between the COMPANY and the employee.

SECTION 6. Nothing in this Article shall diminish the employee's rights under Americans with Disabilities Act, the Vocational Rehabilitation Act, or any other Federal or State law.

ARTICLE 14
DRUG AND ALCOHOL TESTING

SECTION 1. Each COMPANY employee has a responsibility to the public to deliver services in a safe and conscientious manner. In order to achieve the highest degree of safety for our passengers and the public, the COMPANY employees must be able to work in a drug free environment and be free from the effects of alcohol and other job-impairing substances. Any use of alcohol or a prohibited drug creates the potential for job degradation, and therefore all safety sensitive employees shall be subject to drug and alcohol testing under the terms and conditions mandated by Federal Law or Regulations and/or outlined in the COMPANY Substance Abuse Policy for safety sensitive employees dated July 2014. Storekeepers shall adhere to the COMPANY'S Substance Abuse Policy for non-safety sensitive employees of Palm Tran.

SECTION 2. A copy of the COMPANY'S Substance Abuse Policies shall be provided to all current employees, posted on the COMPANY website, and issued to each new employee as part of the overall orientation procedure. Any changes required by changes to the Federal Law or Regulation shall be implemented by the COMPANY; the UNION will be provided notice and opportunity to bargain over any other changes.

The Palm Beach County Occupational Health Clinic Employee Assistance Program (EAP) will provide orientation and training on substance abuse in addition to the regular distribution of brochures and other informational literature to all employees.

SECTION 3. The expense of all drug and/or alcohol testing shall be borne by the COMPANY and the examining physician and/or testing company shall be designated by the COMPANY.

Employees shall receive a paid allowance of up to two (2) hours of pay time for taking the required drug and/or alcohol test, unless the employee is already being paid by the COMPANY at the time the examination is being given.

SECTION 4. The manufacturing, distribution, dispensing, processing or usage of a controlled substance, including alcohol, while on the COMPANY property or while in a COMPANY vehicle is expressly forbidden. Any employee found with a controlled substance or open container of alcohol in their possession or control while on duty, or otherwise on COMPANY property while off-duty shall be subject to discharge.

SECTION 5. All testing will be done according to the procedural requirements of the applicable Federal laws and regulations relating to workplace drug and alcohol testing programs.

ARTICLE 15
SENIORITY

SECTION 1. The "date of employment" of all current employees as presently established shall be deemed to be correctly established as of the effective date of this AGREEMENT.

SECTION 2. For purposes relating to this AGREEMENT, Seniority shall be defined in three (3) categories as provided below:

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

(B) **SECTION Seniority** shall mean, the total length of continuous full-time service within an employee's current Section. SECTION is defined as Maintenance and Operations.

(C) **CLASSIFICATION Seniority shall mean,**

Maintenance - Full-time Maintenance employee's Classification Seniority is defined as the total length of continuous full-time service in a particular maintenance position (i.e. Maintenance Technicians, Technicians Trainees, Paint and Body Specialist, Storekeepers and Utility Workers).

Operations - Full-time Bus Operator's Classification Seniority shall be defined as the total length of continuous full-time service as a Bus Operator from the date of hire.

In the event two (2) or more individuals are hired or promoted on the same day, then the time/date stamped on their employment application shall determine their Seniority ranking. Employees may not hold Classification Seniority in more than one (1) Section of the COMPANY.

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.

SECTION 3. For the purpose of bidding Facilities, Runs and Shifts or Lay-Offs/Recall, Classification Seniority shall prevail.

SECTION 4. Should an EMPLOYEE be terminated or otherwise leave the employment of the COMPANY and be re-hired at a subsequent date, the seniority date shall be based on the EMPLOYEE'S re-hire date.

SECTION 5. The COMPANY agrees to keep posted in an accessible place an up-to-date seniority roster showing the EMPLOYEE'S name, and date of employment for all EMPLOYEES coming within the scope of this AGREEMENT. A current seniority list will be posted at every new bid in all garages.

ARTICLE 16
DISCIPLINE

SECTION 1. The right of the COMPANY is recognized to make reasonable rules and regulations governing the operation of its business, protection of its property, and the protection of personal property of other employees while on COMPANY property.

SECTION 2. All charges made by COMPANY against an employee for violation of its rules or other offense shall be made in writing after the COMPANY has completed its investigation of the incident or occurrence. No investigation will exceed thirty (30) days without a charge being made against an employee, unless the investigation is an on-going criminal investigation. Any employee who is not permitted to work while the investigation is being conducted will be placed on administrative leave with pay until the investigation is complete, the employee is charged, and a hearing is held, or the employee is returned to work without any charges being placed. The employer shall not discharge, suspend or take other disciplinary action against an employee without just cause. Any employee suspended pending a hearing, will be placed on paid suspension, except for employees who are suspended for insubordination, who shall be placed on non-paid suspension prior to a hearing.

SECTION 3. Inspectors will generally only be assigned to check on employees where they have been reported to: have demonstrated unprofessional behavior; have not complied with required COMPANY rules and regulations; and/or been reported to have demonstrated unacceptable driving. Inspectors in checking employees shall give facts pertaining to the performance of the employee's duties based on actual observation of the employee by the inspector. Personal opinion of the public, not substantiated by actual observation or facts, will not be made the basis of rendering discipline. Before imposing disciplinary action on the basis of inspector's reports, the COMPANY will take all reasonable caution to substantiate the authenticity and accuracy of such reports. The COMPANY agrees that the on board audio/video cameras are for the safety of the employees, passengers, and COMPANY. However, the audio/video cameras may verify conduct or rule violations that may result in discipline.

SECTION 4. If any employee is terminated by the COMPANY as a result of a conviction by a court of proper jurisdiction of an offense involving theft of COMPANY property or funds, intoxication while operating a COMPANY vehicle while under the influence of a controlled substance, or committing an illegal act, neither the discipline or discharge in connection therewith shall be subject to the grievance and arbitration procedures provided for in this AGREEMENT. Employees charged by a law enforcement agency with a felony or criminal offense which renders the employee unable to perform

their essential job duties will be immediately placed on a Personal Leave of Absence for a maximum of three (3) months. Employees on such a Personal Leave shall exhaust all accumulated Annual Leave before Leave without pay. If the employee is unable to have the charges dropped or cleared by a court of proper jurisdiction within the three (3) month period, the employee will be terminated. If the charges are subsequently dropped, or the employee is determined to be innocent, the employee will be re-instated with full seniority returned. If it is necessary to lay-off the most junior existing employee in order to create an opening, only Sections 3 and 4 of Article 11 - Reduction in Personnel (Lay Off/Recall) will apply.

SECTION 5. In the event discipline, suspension or discharge is imposed on any employee as a result of a charge by the COMPANY, and the employee is reinstated or the discipline reversed by agreement between the parties or through other procedures as may be provided in the AGREEMENT, such employee will be reinstated without loss of seniority and shall be paid for all time lost or such lesser amounts if any as may be agreed to between the parties.

SECTION 6. When action of the COMPANY involves verbal warning, written warning or suspension, The COMPANY shall state the nature of the action on a "Notification and Acknowledgment of Violation of Rules and Regulations (AKA Disciplinary Action Form)" and the employee will have the opportunity to sign the document. Should an employee disagree with the discipline the employee shall have the right to sign the form as under protest. For discharges The COMPANY shall state the nature of the action in a letter to the employee. The COMPANY will furnish a copy of the Disciplinary Action Form" to the employee and the UNION, and the UNION shall have the right to examine and copy any portion of the employee's personnel record, excluding those records that are confidential and/ or exempt under applicable law, unless the employee has authorized in writing the release of such records to his/her union representative. When action of the COMPANY involves disciplinary action, suspension or discharge, the COMPANY may consider an employee's record for the two (2) years prior to the date of the incident that gave rise to the action. The COMPANY shall not put any document into the employee's file without the employee having knowledge or having the opportunity to sign the document. The employee and a UNION representative may examine all documents in the employee file upon request.

SECTION 7. No employee will be formally reprimanded or disciplined in public or in the presence of employees, other than in the presence of those employees whose duty it is to administer discipline, without the opportunity for UNION representation. Employees may be directed but not disciplined over the COMPANY's two-way radio system.

SECTION 8. Should an employee desire to challenge any discipline imposed by the COMPANY as unjust or not in accordance with the terms of the AGREEMENT, except the discipline imposed in accordance with Section 4 of this Article, the employee, either personally or through the UNION, shall within ten (10) days of the date the discipline was imposed, present such complaint in the form of a written grievance to the Manager of Human Resources Department or his/her designee in accordance with the Grievance Procedure specified in this AGREEMENT.

SECTION 9. Saturdays, Sundays, and holidays shall be excluded in the calculation of the time limits provided in this Article. Such time limits may be extended by agreement between the parties.

SECTION 10. If assessed any disciplinary action, the employee may not work on their day(s) off to make up the lost hours within the same payroll period.

SECTION 11. In accordance with the provisions of Section 111.07, Florida Statutes, as it may be amended from time to time, the COMPANY agrees to provide an attorney to defend any civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action by an employee for an act or omission arising out of and in the scope of his or her employment.

ARTICLE 17
GRIEVANCE PROCEDURE

SECTION 1. A grievance is defined to be either:

(A) A controversy, dispute, complaint or disagreement between an EMPLOYEE, a group of employees or the UNION and the COMPANY regarding employee discipline, suspension, or discharge for violation of COMPANY rules, or disagreement regarding interpretation or application of the terms of this AGREEMENT as it affects an individual employee or group of employees; or

(B) Any controversy or 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.

SECTION 2. 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 his/her designee within ten (10) days from the time incident took place or within ten (10) days from the date discipline was imposed by the COMPANY.

SECTION 3. 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 Executive Director or his/her designee within ten (10) days from the time the act or incident was known by the UNION.

SECTION 4. 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 Section Manager prior to filling a written grievance, however, failure to do so shall not prevent the filing of the grievance.

SECTION 5. 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 or the Executive Director's designee (whichever is applicable) within the time frame specified in Section 2 or 3 herein;

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

C. The grievance states the specific remedy desired; and,

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

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

STEP 1: Within twenty (20) days from the date, the written grievance was presented to the Human Resources Manager, (or the Executive Director's designee in the case of a Class-Action grievance) or their designee, the COMPANY, if deemed necessary, will hold a hearing with the Employee and/or representatives of the UNION or will in writing deny the grievance. Based on the evidence presented in the grievance and/or at the hearing, the Division Manager or the Executive Director or their designee, will render a written decision stating any reasons for denial of the grievance and the provisions of the contract relied upon in reaching the decision, or a proposed settlement of the grievance. If the Human Resource Manager or the Executive Director appoints a designee to hear the grievance, the designee shall be a person other than the Section Manager who imposed the discipline or took the action leading to the grievance.

STEP 2: If within seventy-five (75) days following the date, the COMPANY has denied the grievance the UNION has not demanded the grievance be submitted to arbitration, such grievance shall be considered settled to the satisfaction of the parties and forever closed.

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

SECTION 6. In order to encourage settlement of a grievance at its lowest level, each grievance shall stand individually on the merits and facts of the controversy and

provisions of this AGREEMENT. The COMPANY and the UNION may include, as part of any settlement reached between the parties, that the settlement agreed upon did not establish a precedent against either the COMPANY or the UNION for future grievances of similar nature.

SECTION 7. All Bargaining Unit employees shall use the grievance procedure specified in this Article regardless of Union membership or lack thereof.

SECTION 8. Saturdays, Sundays, and Holidays shall be excluded in the calculation of the time limits provided in this Article. Such time limits may be extended for reasonable circumstances and for specified periods by mutual written consent of both the UNION and the COMPANY.

ARTICLE 18
ARBITRATION PROCEDURE

SECTION 1. In the event either the COMPANY has demanded Arbitration, or the UNION shall have demanded that a grievance be submitted to arbitration, the following procedure shall be observed:

FIRST: Within fifteen (15) days after one party shall have duly served a written demand for arbitration upon the other party, the Executive Director or his/her designee shall meet with the President of the Union or his/her designee and endeavor to settle the dispute created by the grievance or grievances in question. Within fifteen (15) days from the meeting, the Executive Director or his/her designee will render a decision or settlement offer in writing.

SECOND: If the UNION does not accept the settlement offer or does not agree with the decision of the Executive Director or his/her designee, then the UNION and the COMPANY shall proceed to select an impartial arbitrator, by requesting either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) disinterested persons, who reside within Florida and who are qualified and willing to act as the impartial arbitrator.The request for an arbitration panel must be promptly made by the party demanding arbitration, and within twenty (20) working days from the date the Executive Director or his/her designee has tendered their decision in writing. The cost of the request shall be born the UNION.

THIRD: Within thirty (30) days from the date the panel is received by both parties, the UNION and the Company shall meet and the party requesting arbitration shall strike one (1) name and thereafter the COMPANY and the UNION shall alternately strike names until six(6) names have been eliminated. The person whose name remains on the list shall become the impartial arbitrator.

SECTION 2. If the arbitrator selected by the parties hereto dies, resigns, or for any reason is unable to act the parties shall request another list of arbitrators and proceed to select a new arbitrator in the same procedure as specified in Section 1 herein.

SECTION 3. The Arbitrator selected by the parties shall meet, organize and conduct all of its his/her proceedings in the County of Palm Beach, Florida, at such times as may be mutually agreed upon between the parties, and shall thereafter continue to meet on every day that is practical for them to meet until all evidence and arguments

have been received and heard. The Arbitrator shall establish his/her own rules or procedures not inconsistent with the terms of this AGREEMENT.

SECTION 4. The decision of the impartial Arbitrator shall become final and binding on the parties of this AGREEMENT when delivered to them in writing.

SECTION 5. The fees and expenses of the impartial arbitrator, incidental to the arbitration shall be borne equally by the parties. Such expense shall include the arbitrators daily/hourly fee, travel cost, hotel, meals and incidental miscellaneous costs. The parties will meet prior to the arbitration and discuss the need to have the arbitration transcribed. If either party requests that a transcript be made then the cost of the court reporter and any incidental expenses related thereto shall be borne by that party. If after the arbitration hearing, the other party decides it wants a copy of the transcript, then that party shall pay one-half (½) of the total cost. No public records request will be made to obtain a copy of the transcript.

SECTION 6. In the event of the failure of either party to act within the time limits provided within this Article, or extended by agreement between the parties, the party so failing to do so shall forfeit its case.

SECTION 7. Saturdays, Sundays, and holidays shall be excluded in the calculation of the time limits provided in this Article. Such time limits may be extended by agreement between the parties.

SECTION 8. It is understood and agreed between the parties that the powers of the impartial arbitrator are limited and the arbitrator shall:

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

B. Deal only with the grievance which occasioned his/her appointment.

C. Shall not have the authority to return a terminated employee if the termination was based on an illegal act or an immoral act in public.

D. In the case of a bus driver arbitration, the arbitrator shall not have the authority to place any driving restrictions on the Company (e.g., the employee cannot drive model XX bus; the employee cannot drive non-air-conditioned buses; the driver can only work certain hours, etc).

ARTICLE 19
LEAVE OF ABSENCE

SECTION 1. EXTENDED SICKNESS OR DISABILITY: A medical Leave of Absence may be granted by the COMPANY after an employee's FMLA balance has been exhausted due to extended sickness or disability of the employee for a maximum duration of seven (7) months unless a longer period is required by applicable law, when requested in writing by the employee. In order to be eligible, the employee must not be on Workers' Compensation and have presented acceptable documentation to the Palm Beach County Occupational Clinic from a doctor describing the sickness or disability and the anticipated time of duration. In addition, an employee must use their accumulated Sick and Annual Leave balances.

During the period of Leave of Absence, the employee must provide the Palm Beach County Occupational Clinic a status assessment of the sickness or disability at least every thirty (30) days.

Should leave balances become exhausted, and the Leave of Absence becomes non-paid, the employee will be personally responsible for paying the entire premium (Employee contributions) for all group insurance benefits. This includes both the premiums for the covered employee and any covered dependents.

In accordance with the provisions of COBRA, at the employees option, dependent coverage and/or employee coverage may be continued past the periods established herein by providing the COMPANY the total cost of the monthly premiums.

Employees returning from a medical Leave of Absence, may at the COMPANY'S option, be required to submit to a physical examination to insure they are qualified to return to work.

SECTION 2. MATERNITY LEAVE: The COMPANY will grant Maternity Leave of Absence to employees or for pregnancy of a spouse. Employees will be eligible for the Maternity Leave of Absence beginning when their physician certifies that they are no longer able to perform their work safely and efficiently or when the spouse's physician determines the employee needs to be on leave to care for a spouse. Maternity Leave may not extend more than three (3) months after the date of birth or termination of pregnancy. In order to be eligible for Maternity Leave of Absence, the employee must have first used all accumulated Sick pay hours.

During the Maternity Leave of Absence, the COMPANY will maintain at the COMPANY'S cost, the health insurance premium for the employee for up to three (3) consecutive calendar months following the first of the month after the leave was granted. The COMPANY will also provide the COMPANY'S share of the dependent coverage, if applicable, for the same period, provided, the employee has furnished the COMPANY the employee's share of the premium for dependent coverage in advance

of the month the premium is due. In accordance with the provisions of COBRA, at the employee's option, the employee and dependent coverage may be continued past the period established herein by providing the COMPANY the total cost of the monthly premiums in advance.

SECTION 3. PERSONAL LEAVE OF ABSENCE: At the sole discretion of the COMPANY, an employee may be granted a Leave of Absence for personal reasons. Granting of a Leave of Absence for personal reasons shall be approved on a case by case basis and past practices of the COMPANY in approving or denying leave based on similar circumstances will have no precedent. If such Leave of Absence is granted, it will be for a maximum of three (3) months duration and the employees vacation leave balance will be deducted. Employee and dependent group insurance coverage may be continued at the employee's option for absences which extend beyond the first of the month following the date the leave became effective by providing the COMPANY the full cost of the premiums (Employee and COMPANY contributions) in advance.

SECTION 4. Employees on Leave of Absence for any cause may not accept other employment, without written approval of the COMPANY and the UNION.

SECTION 5. MILITARY LEAVE OF ABSENCE: Employees who volunteer, are drafted, or are recalled to active duty in the military service receive the rights and privileges authorized by federal military and veterans laws with respect to leave, status and re-employment.

Employees who are members of a military reserve unit or National Guard unit must present to their Department Head their orders for annual field duty. They will receive military leave with pay, not to exceed thirty (30) working days in a calendar year.

SECTION 6. Seniority during any type of Leave of Absence will not be affected and will accumulate the same as if the employee was working and not on Leave of Absence.

SECTION 7. Any time an employee is out on any kind of unpaid Leave of Absence as defined herein, the time out on Leave of Absence shall not count as time worked.

ARTICLE 20
HOLIDAYS

SECTION 1. DESIGNATED HOLIDAYS: Regular full-time employees shall observe thirteen (13) paid holidays each year as designated herein. Employees may be required to work on a designated holiday. The following holidays are designated for the term of this AGREEMENT. The specific calendar date on which each holiday will be observed, and the service level, shall be designated by the Executive Director with the non-binding feedback of the Union PBA or their designee and posted by December 1st of each year for the next upcoming year. The COMPANY shall post a holiday schedule bid at least 21 days in advance of the holiday. Employees shall pick their work in their current location, in classification seniority order at least seven (7) days prior to the holiday. The COMPANY will pay a Union designated official their normal shift or run assignment each day to assist in the bidding process. Any open holiday work, after the pick, will be assigned by the COMPANY in reverse classification seniority by location. Employees will work their normal schedule on holidays designated as regular service.

ANNUAL HOLIDAYS

New Year's Day
Martin Luther King, Jr. Day
Washington's Birthday (President's Day)
Easter
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Christmas (Floating Holiday to be designated by the Company as the day before or the day after Christmas)

SECTION 2. HOLIDAY PAY: Unless specifically requested by an employee, within the pay-period in which the holiday occurs that the Holiday be banked, employees required to work on a designated holiday will be paid eight (8) or ten (10) hours of Holiday pay per bid schedule, in addition to their normal pay for that day on the next scheduled pay day. Employees not required to work on a designated holiday who would have normally worked but are off due to the holiday will receive eight (8) hours pay or, if requested to be banked, the employee's Annual Leave/Vacation balance will be credited with eight (8) hours.

Employees who are required to work on the day observed as a designated holiday shall be paid at the rate of one and one-half (1 ½) times their normal rate of pay for each hour scheduled in their normal run or shift.

<u>SECTION 3.</u> HOLIDAY PAY ELIGIBILITY: An employee must have worked, or been excused on paid Annual Leave, their normal or scheduled shift or run the last scheduled day before, the day of, and the first scheduled day after the holiday in order to be eligible for holiday pay. Employees on any type of unpaid leave, out sick or absent for any other reason on the day before, the day after or the designated day of the holiday lose their eligibility to receive holiday pay. Employees on Workers' Compensation, disability leave or other Leave of Absence are not eligible for holiday pay.

ARTICLE 21
ANNUAL LEAVE - VACATIONS

SECTION 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 or other reasons shall be granted in accordance with the provisions of this Article.

SECTION 2. ELIGIBILITY: All full-time employees coming under the scope of this AGREEMENT shall receive Annual Leave as provided herein based on an employee's longevity.

Employees must be in a pay status for a minimum of forty (40) hours during any bi-weekly pay period, in order to accrue vacation leave for that pay period.

SECTION 3. MAXIMUM ACCUMULATION: One hundred-sixty (160) past the end of any Calendar year (December 31). Any Annual Leave above 160 hours at the end of the calendar year may be transferred to the employee's Sick Leave balance. An employee who accrues 7.7 hours biweekly will be allowed to carry over the 160 hours to a maximum 200 hours, provided they bid a minimum of one (1) full week during the yearly vacation bid.

SECTION 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 (1st) Year	3.10 hours
Beginning of the second (2nd) year thru the completion of the fifth (5th) year	4.62 hours
Beginning of the 6th year	4.93 hours
Beginning of the 7th year	5.24 hours
Beginning of the 8th year	5.54 hours
Beginning of the 9th year	5.85 hours
Beginning of the 10th year and all years thereafter	6.16 hours

*Employees hired (excluding Storekeepers) prior to October 1, 2003 with a length of employment of 18 years or more with The COMPANY will accrue annual leave at a rate of 7.7 hours.

SECTION 5. CHARGE OF ANNUAL LEAVE: Employees who are absent from their scheduled work assignment on authorized Annual Leave shall be paid and have their Annual Leave balance reduced by eight (8) hours per day for a five (5) day scheduled work week and ten (10) hours per day for a four (4) day scheduled work week. Annual Leave may not be taken in less than whole shift or "Run" increments.

Employees may not use Annual Leave/Vacation to supplement loss of pay due to suspension.

SECTION 6. VACATION BIDDING: Vacations will be bid by Total COMPANY Seniority within each Section. vacation bid will be posted during the month of December each year for vacations in the upcoming year. Employees may bid vacation in whole week increments (40 hour increments) up to the amount of their accumulated Annual Leave/Vacation balance. The Employee must have sufficient balance accrued two (2) pay periods prior to the start of the bid vacation week. Once vacations are bid, employees may not alter, change or trade vacation weeks. Employees who exhaust their accrued vacation leave on sick and/or FMLA prior to their vacation bid week(s) must opt, two (2) pay periods prior to the vacation bid week(s), to either take the vacation bid week(s) without pay or partially without pay, or forfeit the bid vacation in its entirety. If a vacation week or weeks become available in the course of the year as a result of a position becoming vacant or a forfeited bid(s) related to inadequate vacation leave due to being used for sick and/or FMLA, The COMPANY will post the available week(s) and an employee with a sufficient leave balance may request the time. This procedure will be on a first-come, first-served basis, not subject to the bidding process, and not based on seniority.

Any employee who is out for documented illness and is taking Sick Leave at the time their scheduled bid vacation occurs, shall be eligible to use any accumulated Sick Leave hours for the portion of their scheduled vacation in which he or she remains out on documented illness. The documentation must include a doctor's statement indicating the date when the employee visited the doctor and the estimated time of recovery.

The doctor's statement must be acceptable to the Palm Beach County Occupational Health Clinic and Palm Tran before Annual Leave hours will be switched to paid Sick Leave hours. If an employee does not have sufficient Annual Leave balance to cover the entire week for which they bid vacation when the week becomes due, the employee will not be allowed off on unpaid leave and the employee will be required to work their normal schedule. If a bus operator "Run" has been bid for a "Hold Down" for the vacation week and the employee is not allowed to take the vacation week, then the

"Extra Board" bus operator who bid the "Hold Down" will get to keep the "Hold Down" off days and will return to the "Extra Board" rotation and the "Regular" bus operator will work their normal assigned "Run".

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

The COMPANY shall have the sole discretion to determine the number of vacation slots open for bid each week.

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

STOREKEEPERS: A maximum of one (1) employee from each facility will be allowed off on either bid or approved unscheduled Annual Leave at any time. Once vacations are bid, a copy of the bid will be posted. Employees at each facility may request an open week on a first come first serve basis, not subject to seniority. The open week must be requested a minimum of one (1) week prior to the beginning of the time off and verified by the employee's supervisor.

SECTION 7. UNSCHEDULED ANNUAL LEAVE: Annual Leave may be used for personal business or emergency reasons **provided that the employee requests and is granted** the leave in advance. Approval of Unscheduled Annual Leave will be at the sole discretion of the COMPANY based on the available work force and for the day requested, provided however, that:

1. a maximum of ten percent (10%) of the employees scheduled to work in each Section's operating facility shall be allowed off on Unscheduled Annual Leave and vacation combined during any day, and

2. that a maximum of two (2) employees in the Maintenance Division on each shift and in each operating facility will be allowed off on Unscheduled Annual Leave and vacation combined on any Saturday or Sunday.

Requests for Unscheduled Annual Leave, in increments of three (3) days or less must be made to the employee's supervisor no later than 11:00 A.M. the day prior or to the day(s) requested however, in order to be eligible to receive Unscheduled Annual Leave in increments of greater than three (3) consecutive scheduled work days, the request must have been made at least ten (10) calendar days prior to the days desired off.

Requests for open vacation slots made no sooner than forty-five (45) days prior to and no later than two (2) pay periods prior to the week requested will be approved on a first-come, first-serve basis, within the Section 7 (1) threshold and adequate leave balance requirements.

Unscheduled Annual Leave may not be requested more than forty-five (45) days prior to the day(s) desired off.

SECTION 8. STOREKEEPERS: A maximum of one (1) employee from each facility will be allowed off on either bid or unscheduled Annual Leave at any time. Unscheduled Annual Leave may be taken for a period of not less than one (1) hour and not more than three (3) consecutive work days excluding days off. Employees who submit a request for Unscheduled Annual Leave for an open day(s) and provide a minimum of three (3) days notice shall be granted the request. Approval of unscheduled Annual Leave requested with less than three (3) days notice shall be at the discretion of the COMPANY.

SECTION 9. CHARGE OF ANNUAL LEAVE: Employees who are absent from their scheduled work assignment on authorized Annual Leave shall be paid using and have their Annual Leave balance reduced by eight (8) hours per day for a five (5) day scheduled work week and ten (10) hours per day for a four (4) day scheduled work week. Annual Leave may not be taken in less than whole shift or "Run" increments. Employees may not use Annual Leave/Vacation to supplement loss of pay due to suspension, Miss-Out the loss of Holiday Pay or other un-excused absence.

SECTION 10. PAYMENT FOR UNUSED ANNUAL LEAVE: Employees who resign, retire or are terminated by the COMPANY and who have worked a minimum of one (1) year shall be paid for their accumulated Annual/Vacation Leave accrual at their then current rate of pay up to a maximum of 300 hours.

SECTION 11. Employees covered under this agreement will be eligible for Palm Tran's Service Award Program and the Golden Palm Award.

Section 12. ANNUAL LEAVE SELL BACK: Employees shall be able to collect pay for hours accumulated in their Annual Leave balance, a minimum of eight (8) hours up to a maximum of forty (40) hours, as pay only upon written request at least forty-eight (48) hours prior to the end of the pay period, PROVIDED HOWEVER, that in order to receive pay in lieu of Annual Leave, the employee must have sufficient Annual Leave Balance remaining after the payment, to cover the time bid for Vacation. (for example,

in order to receive twenty (20) hours pay, the employee who has bid eighty (80) hours of Vacation must have one-hundred (100) hours of Annual Leave accrued). Employees may not use this provision to receive pay during the same pay period as they were off for suspension.

ARTICLE 22
SICK LEAVE & SICK PAY

SECTION 1. DEFINITION: Sick Leave is defined as time-off from work for doctor and dental appointments, illness, hospitalization or extended sickness of the employee or member of the employees' immediate family. Employees must be in a paid status for a minimum of forty (40) hours during any biweekly pay period in order to accrue sick leave for that pay period.

For purpose of this Article, immediate family is defined as the spouse, registered domestic partner, child, step-child, legal guardian of the employee, parents or step-parents of the employee, **any of which, must reside full time in the employees domicile.**

SECTION 2. SICK LEAVE ACCRUAL: Employees shall accrue Sick Leave hours at a rate of 3.8 hours per pay period up to a maximum accumulation of one thousand (1000) hours.

For new employees Sick Leave accrual shall begin on the first calendar day of the employee's first full payroll period and biweekly thereafter.

SECTION 3. USE OF ACCUMULATED SICK LEAVE: Employees who have an accumulated Sick Leave balance will receive **paid** time-off using their accumulated Sick Leave beginning on the first (1st) day of their absence. Once an employee has exhausted their accrued sick leave balance, their accrued vacation leave will be charged prior to leave without pay. Employees may use accumulated sick leave for prearranged doctor and dental appointments with forty-eight (48) hours notice to the dispatcher and proof of the visit upon their return to work. When these requirements are met absences due to doctor or dental appointments of ten (10) hours or less shall not count as an occurrence. All employees are urged to make every attempt to schedule doctor's appointments during their time off. Absences for medical appointments that have not been requested within the above time limits shall be counted as an occurrence.

All Sick Leave hours paid will be at the employee's current straight-time rate of pay.

If an employee is off on Sick Leave due to the sickness of a qualified immediate family member as defined herein, which exceeds three (3) consecutive calendar days, the employee must present acceptable documentation to the appropriate Supervisor within three (3) days from returning to work in order for the absence to be excused and/or paid if applicable.

SECTION 4. Employees may take a maximum of two (2) sick days per year from their unused sick leave balance for employee wellness. This type of leave cannot be combined with other approved leave, and is based on coverage per classification. Approval will be based on appropriate staffing levels and will be granted on a first-come, first-served

basis.

Employees shall request this type of leave at least twenty-four (24) hours in advance of the scheduled date. Employees must have sufficient accrued sick leave time at the time of their request.

SECTION 5. Under no circumstances may employees use accumulated Sick Leave to cover the following:

> The day before or the day after a scheduled vacation or during a period of vacation, unless at the sole option of the COMPANY the illness is documented and excused by the appropriate Division Director within five (5) days of returning to work.

SECTION 6. FAMILY MEDICAL LEAVE ACT (FMLA): Under the provisions of the Family Medical Leave Act, qualifying employees are permitted to be off for up to twelve (12) weeks per year for illness of themselves or an immediate family member. The time off on FMLA may be paid or non-paid leave depending on the employees Sick and Vacation Leave balances. Employees who are absent for a serious health condition more than three (3) consecutive calendar days will be placed on a conditional FMLA status. Employees must exhaust all available Sick and Vacation hours prior to being placed in a non-paid FMLA status. If an employee is absent on un-paid FMLA the COMPANY will maintain, at the COMPANY's expense, the health insurance premium for the employee.

The COMPANY will also provide the COMPANY's share of the dependent coverage, if applicable, provided the employee has furnished the COMPANY the employee's share of the premium for dependent coverage when the premium is due.

SECTION 7. Paid Sick Leave hours shall not count toward hours worked for the computation of overtime.

SECTION 8. The COMPANY reserves the exclusive right to require a physician's note, which will provide the COMPANY sufficient information regarding the diagnosis of the employee's illness. All employees absent for more than three (3) consecutive work days shall be required to report to the Palm Beach County Occupational Health Clinic with a physician's statement for clearance before they can return to work. The physician's statement should include the reason for the absence and the date the employee can return to work.

Operations employees must bring the return to work documentation from the Clinic to their immediate Supervisor by 11:00 a.m. the day prior to the day reporting back to work.

Maintenance employees must bring the return to work documentation from the Clinic to their immediate supervisor on the day prior to the day reporting back to work.

Should it be determined that an employee is taking Sick Leave under false pretenses, the time-off shall be without pay. The employee will also be subject to disciplinary action.

SECTION 9. Employees hired prior to 10-1-1997 who retire under the COMPANY'S retirement plan, will receive payment at their current rate of pay for twenty-five percent (25%) of their accumulated Sick Leave balance. Employees hired on and after 10/1/97 will receive payment for ten (10%) percent of their accumulated Sick Leave balance upon retirement. Employees who are terminated or leave the COMPANY prior to retirement, shall not be eligible to receive reimbursement for any accumulated Sick Leave balance.

SECTION 10. UNEXCUSED ABSENCE: An absence from scheduled work that does not have prior approval from a supervisor or manager, is not supported by adequate explanation or acceptable documentation, or that occurs when the employee does not have sufficient accrued sick leave (See Section 2,3). Each time an employee is out sick for one or more consecutive days will be considered a single occurrence.

Employees who accumulate nine (9) sick occurrences or a maximum of twenty-five (25) days sick in a rolling calendar year will be afforded a pre-termination hearing prior to termination for excessive absenteeism.

Corrective disciplinary action will be administered according to the following schedule:

Number of Sick Occurrences	
1st, 2nd, 3rd, 4th, 5th	No Action

Disciplinary Actions

6th Written Warning
7th Final Written before suspension
8th One (1) day suspension
9th Pre-Termination Hearing

Notwithstanding the foregoing, an employee who is absent for twenty-five (25) or more days in a rolling calendar year shall be afforded a pre-termination hearing prior to termination for excessive absenteeism.

Effective upon ratification, and until October 1, 2028, all current employees will revert to zero (0) sick occurrences on a one-time basis exclusive to this contract.

Patterns of Abuse

(1) Notwithstanding the occurrence schedule above, if an employee exhibits a pattern of abusive sick leave usage it will be deemed as an intent to circumvent the Sick Leave Article. The employee will be subject to discipline.

Examples of abusive sick leave usage include, but are not limited to, being out on the same day of the week; calling in sick at the beginning or end of the work week on a regular basis; calling in sick before or after scheduled vacations or annual leave days.

(2) If an employee exhibits a pattern of repeated Sick Occurrences at level eight (8) or above within a rolling twelve (12) month period, (even if the employee drops below level eight (8) at some point during this period), it will be deemed as an intent to circumvent the purpose of the Sick Leave Article. For example, an employee reaches his/her eighth sick occurrence or above, has one or more sick occurrences roll off (i.e. drops to seven sick occurrences or below), then experiences additional unexcused absences, which causes the employee to reach level eight or above again for a second time within a rolling twelve month period. If this occurs, it will be deemed a pattern of abusive sick leave usage and an intent to circumvent the Sick Leave Article. The employee will be afforded a Pre-termination hearing prior to termination for abusive sick leave usage.

(3) Notwithstanding the occurrence schedule above, employees who have three (3) consecutive "No-call, No-Show" events shall be placed in an unpaid pre-termination status. Once placed in the unpaid pre-termination status, the employee must contact the COMPANY within three (3) days. If the employee fails to contact the COMPANY within three (3) days, the employee will be sent notice for a pre-termination hearing.

ARTICLE 23
BEREAVEMENT LEAVE

SECTION 1. DEFINITION: Bereavement Leave as provided herein is expressly for periods of bereavement and/or attendance of a funeral of a family member.

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

(B) Relative is defined as aunt, uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law,

SECTION 2. In the event of the death of an immediate family member, as provided in Section 1, herein, the employee shall be permitted to take up-to three (3) days paid leave upon notification of the need for Bereavement Leave. Leave must be completed within thirty (30) days of the death. The amount of pay shall be equal to eight (8) or ten (10) hours. If an employee has sufficient Annual Leave balance, they may at their option, request and will be granted unscheduled Annual Leave for an additional two (2) days if there are sufficient workers available to cover anticipated workloads.

If an employee is on Workers' Compensation leave, the employee shall not be eligible for bereavement leave. Those employees who suffer the loss of a defined relative outside of the United States will be allowed bereavement leave effective the date the formal notice is received, such as a telegram or registered letter.

SECTION 3. Time off for the death of a relative (as defined in Section 1 (B) herein) other than the employee's immediate family may be granted from the employee's accumulated Annual Leave based on the operational need of the COMPANY and will not be unreasonable denied. Annual Leave usage for death of a relative may be granted for a period up to five (5) days.

SECTION 4. The COMPANY requires proof from employees of the death and the employee's relationship to the deceased on a form to be provided by the COMPANY. If proof is not provided within two (2) weeks after payment of the leave the time paid will be deducted from the employee's paycheck.

ARTICLE 24
ASSIGNMENT OF WORK – SCHEDULED WORK WEEK

SECTION 1. At such times as the COMPANY deems necessary, it will determine, and from time to time predetermine, the number of employees needed in each classification at each work site and on each shift.

SECTION 2. MAINTENANCE EMPLOYEES: The work week for all full-time maintenance employees shall consist of either four (4) ten (10) hour days, or five (5) eight (8) hour days. All Maintenance employees will be guaranteed a minimum of two (2) days off. A minimum of two (2) of the days off will be consecutive.

SECTION 3. BUS OPERATORS: The work week for all full-time "Regular" bus operators (those who have bid a "Run" during a general bid) shall consist of either four (4) or five (5) days, with each workday consisting of not less than seven (7) hours nor more than eleven (11) scheduled work hours per day. All "Extra Board" operators shall be scheduled for a five (5) day work week. All full-time bus operators shall have a minimum of two (2) days off per week.

A copy of the proposed Bus Operator "Run" cut will be provided to the UNION seventy-two (72) hours prior to its posting.

SECTION 4. GUARANTEED WORK WEEK: All full-time employees who worked their entire scheduled work week and have not been on suspension or other type of unpaid leave shall be guaranteed a minimum of forty (40) hours pay per week at their straight time base rate of pay.

ARTICLE 25
BUS OPERATOR "RUNS" – DAYS-OFF

SECTION 1. The amount of service to be furnished to the public and the determination of the number of bus schedules and changes therein shall be exclusively and solely a function and responsibility of the COMPANY. However, in the splitting of its regular daily service schedule into individual employee work assignments, it is the policy of the COMPANY, to the extent it is reasonably practical, to construct work assignments into daily "Runs" which are bid upon and normally operated by the same bus operator each scheduled day, provided however; that nothing contained herein shall be construed as to require the COMPANY to construct any of its regular service into regular "Run" assignments.

The COMPANY agrees to inform the UNION of any changes in regular schedules of more than fifteen (15) minutes on any single route so that they be in a position to inform their membership of such schedule changes.

The COMPANY further agrees to inform the UNION and educate existing bus operators prior to any significant route change being implemented.

SECTION 2. **DEFINITION OF "RUNS":**

STRAIGHT RUN: A Straight "Run" is defined as a daily work assignment, containing not less than eight (8) hours pay time not more than eleven (11) hours pay time, (including preparatory time) per day, which operates for an extended period between general bidding of "Runs," and which has been bid in accordance with the bus operators seniority during the general bid process. The COMPANY will endeavor to maximize the number of Straight "Runs".

SPLIT RUN: A Split "Run" is defined as a daily work assignment, consisting of two (2) or more pieces of work, (including preparatory time) with intervals of unpaid idle time between such pieces of work, that when combined, contain not less than eight (8) hours pay time per day for a five (5) day work week nor less than ten (10) hours pay time per day for a four (4) day work week.

Split " Runs" operate for an extended period between bidding of "Runs," and are bid in accordance with the bus operators seniority during the general bid process. The

total hours contained in a split run shall be no greater than allowed by State Law of fifteen (15) hours from the start of a day's work until completion.

SECTION 3. MAXIMUM PAY FOR A REGULAR SPLIT "RUN": If applicable, the COMPANY shall pay the greater of:

(A) The overtime, if any, built into a Split "Run", or

(B) Spread time premium at a rate of one and one-half (1 & ½) times the employee's normal rate of pay for all time worked in excess of twelve (12) hours per day for a scheduled five (5) day work week, or fourteen (14) hours per day for a scheduled four (4) day week.

SECTION 4. EXTRA-BOARD WORK: "Runs" not bid upon; open as a result of sickness or other non-scheduled absence; pieces of work not bid by part-time operators; special service work or any other work shall be assigned to the "Extra-Board".

SECTION 5. Operators who have sufficient seniority to select and be assigned to a regular scheduled "Run" during a general bid are considered "Regular Operators". All other operators are defined as "Extra Board" or "Part Time" Operators.

SECTION 6. All regularly assigned operators shall be entitled to two (2) days off for a five (5) day work week and three (3) days off for a four (4) day work week, except those weeks when holidays require a curtailment of service or when it may be necessary to curtail service for reasons beyond the control of the COMPANY. The off days are to be determined by the COMPANY and operators will select their days off by seniority as provided for in this AGREEMENT in this Article relating to the general bid.

SECTION 7. No regular operator shall be taken off their regularly assigned "Run" for other work assignments unless an emergency as defined in this AGREEMENT exists.

SECTION 8. The COMPANY agrees when preparing work assignments to provide a minimum of thirty (3 0) minutes total recovery time in an 8-hour "Run" and a minimum of forty (40) minutes total recovery time in 10-hour "Runs" to allow operators to make up time lost as a result of traffic, weather or other unusual circumstance. The determination of the extent and amount of recovery time in each work assignment shall be solely determined by the COMPANY.

SECTION 9. The changing of one driver to another on a route for the purpose of "Relief" shall be accomplished by either replacing the bus on the route with another bus out of the operations facility or by requiring a bus operator to relieve another operator at a predetermined "Relief" location on the route. Relief locations and methods shall be determined by the COMPANY. If a "Relief" is to be accomplished by means other than by utilizing another bus out of the operations facility, the COMPANY will provide the vehicle to transport the "Relief" operator to/from the transfer locations and pay travel time to the relief point in accordance with the provisions in the Article addressing Time Allowances. Bus operators utilizing COMPANY automobiles for the purpose of "Relief" shall take diligent care of the vehicle, including but not limited to, insuring that the interior of the vehicle is kept clean, is operated within established speed limits and is used only for the purpose intended. COMPANY vehicles shall not be used to run errands or conduct personal business in route to/from "Relief" points. Bus operators found guilty of misuse of a COMPANY automobile are subject to discipline.

ARTICLE 26
SELECTION OF "RUNS" AND SHIFTS

SECTION 1. When the COMPANY'S work facilities are located at more than one (1) site, all employees will be allowed to bid at least annually in December on the facility at which they desire to work. The number of employees and number of classifications by shift for each different work location will be determined by the COMPANY and posted in Operations and Maintenance for a minimum of ten (10) days prior to the start of the bid. Once the bid has been completed, employees will be required to work at that facility for an entire year unless a reduction of service or a shortage of workforce at one (1) facility requires the company to re-evaluate the number of employees needed at each facility. Employees shall bid on their annual work location based on Classification Seniority.

If during the calendar year, it becomes necessary to adjust the number of employees required in any Classification working from one facility to another facility, the COMPANY will post a list of available positions and allow employees to volunteer to switch facilities. Volunteers will be re-assigned from the volunteer list in Classification seniority order. If there are insufficient volunteers, open positions will be filled in reverse seniority order. If an employee is forced to change, they will be given the first option to return to their previous facility if an opening becomes available.

SECTION 2. MAINTENANCE SHIFTS: A general bid will occur in Maintenance at least two (2) times per year, and the bids will be posted on the first Monday during the months of December and June to become effective the first Sunday of a new pay period in January and July.

In addition, a bid may be posted by the COMPANY at such other times as the COMPANY determines that a change in operations, amount or type of work to be undertaken on a particular shift, or other circumstances dictate a need for reduced or additional Classifications or Maintenance Technician "Specialty Areas" on any shift. General bids forms will indicate the number of positions by Classification and Maintenance Technician "Specialty Areas" available on each shift and the working hours of each shift. All Maintenance employees will bid in Classification Seniority order. Maintenance Technicians will bid using the following three (3) steps. All other Maintenance Classifications will bid using steps 1 and 2.

1st: The employee will select the shift they desire to work (AM, PM, or Midnight, if applicable).

2nd: The employee shall choose the off-days they desire from those available.

3rd. Maintenance Technicians will then select the "Specialty Area" for which they are eligible and which they desire to work from those available. During the bid in December, employees will also select the facility which they desire to work during the next calendar year.

When a general bid is posted, it will be posted for a minimum of five (5) calendar days prior to the bid.

Bidding shall take place between the hours of 3:00 p.m. and 5:00 p.m., Monday through Friday. The COMPANY will pay a UNION representative two (2) hours per day to assist in the bidding at each of the COMPANY'S facilities. Each employee will be given a maximum of ten (10) minutes to bid. Bid times will be pre-established in advance. Any employee out on Annual leave or short term illness or who elects not to be present due to their scheduled time falling on their regular scheduled off-day, may leave up to three (3) choices with the UNION President, or his/her designee. The UNION President and/or their designee shall bid on behalf of those employees who have left choices and are not present. In the event the choices left with the UNION representative are not available, the UNION representative shall pick the closest possible shift to the employee's choices. If an employee shall fail to bid in a timely manner, as established herein the employee will be "bid around". An employee who has been "bid around" shall have the first right to bid when they have made themselves available. All Maintenance employees shall bid within their Section by seniority. Employees who have been absent on extended sickness, Leave of Absence, Workers' Compensation injury or disability for more than twenty-one (21) consecutive calendar days preceding the bid date will not be allowed to bid. Employees returning to work who have not been allowed to bid due to the above circumstance may be assigned by the COMPANY to any available opening on the bid schedule for up to forty-five (45) days.

Subsequent to the completion of the bidding, the new shifts shall begin on the first Sunday of a new payroll period. If, by virtue of the bidding, an employee's days off change, then their vacation pick will be adjusted accordingly.

SECTION 3. STOREKEEPERS SELECTION OF SHIFTS

A bid will occur for Storekeepers at least two (2) times per year. The bid will be posted on the first (1st) Monday during the month of December and June to become effective the first (1st) Sunday of a new pay period in January and July. The bid will be posted five (5) days prior to the start of bidding. During the December bid employee's will bid on the facility that they will be assigned.

The COMPANY will determine the number of employee's and available shifts at each work location.

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

Bidding shall be by Classification Seniority.

- Each shift shall include:
- Start time of the shift
- End time of the shift
- Lunch and break times
- Days off

Bid times will be pre-established in advance. Any employee out on Annual leave or short term illness or who elects not to be present due to their scheduled time falling on their regular scheduled off-day, may leave up to three (3) choices with the UNION President, or his/her designee. The UNION President and/or their designee shall bid on behalf of those employees who have provided choices and are not present. In the event the choices left with the UNION representative are not available, the UNION representative shall pick the closest possible shift to the employee's choices. If an employee shall fail to bid in a timely manner, as established herein the employee will be "bid around". An employee who has been "bid around" shall have the first right to bid when they have made themselves available. Any employee who has not bid and was "bid around" will be assigned a shift by the UNION official overseeing the bid at the end of bidding in classification seniority from the remaining shifts. The COMPANY will pay the UNION representative at their normal hourly rate of pay for assisting in the bid process.

Storekeepers who are out on extended absence two (2) weeks prior to the start of bidding will be allowed to bid provided documentation is submitted to the COMPANY by the employee from the Palm Beach County Occupational Health Clinic that states they will be able to return to work within one (1) week after the start of the bid. Storekeeper returning to work who are not eligible to bid will be assigned a shift by the COMPANY.

A Storekeeper Floater shift may be posted in the general bid for employees to bid on. Storekeeper Floaters will bid a primary facility, however they may be required to work in another facility as outlined below. This position will cover any employee absences with more than 24 hours advance notice, vacancies (less than forty-five (45) days), or vacations of three (3) or more workdays. When an absence becomes open with less than 24 hours advance notice the COMPANY will use the assignment of overtime procedure. The Storekeeper Floater shift will be subject to change with a minimum of one (1) day notice, except as address in the Overtime Article. A minimum

of one (1) week notice will be given to cover bid Annual Leave. When the Floater covers a full week assignment they will be assigned the open schedule (shifts, days off, etc.) In the event the employee who was absent returns to work during that week the Floater will keep the same days off and return to the their bid shift.

SECTION 4. OPERATIONS - BUS OPERATOR RUN BID:

(A) There will be a general selection and assignment of regular "Runs" once every four (4) months and at such other times as the COMPANY shall deem necessary as a result of significant changes in schedules or service requirements. At the time the general bid is posted, the COMPANY shall also post a list of bus operators' seniority.

(B) All regular "Runs", including new schedules or changes thereto, shall be posted a minimum of fourteen (14) days prior to the effective date of the new bid and a minimum of five (5) days prior to the time and date set for bidding to begin. The effective date of the bid shall be on the second (2nd) payroll following the completion of the bidding.

(C) The COMPANY will indicate the date and time that each bus operator will be required to select their "Run". Each operator is allowed up to ten (10) minutes to bid their "Run" when their turn to bid has arrived. Bidding shall be in Classification Seniority order and be continuous during the hours of 8:00 am through 12:00 noon and from 1:00 p.m. t o 5:00 p.m. beginning at 8:00 a.m. on the designated day and continuing each day until complete.

(D) Should an operator be prevented from selecting their "Runs" when it becomes their turn to bid, the UNION representative will pick their "Runs" from a written request of at lease ten (10) choices previously left by the operator. The choices left by the operator shall be prioritized. If an operator is working at the time designated for the operator's bid, and the choices which have been left with the UNION president have all been taken, the COMPANY will attempt to contact the operator over the two-way radio system to ascertain their new choice. If an operator is absent from work, has not left ten (10) choices, or if the choices have been already selected, and the employee can not be contacted on the two-way radio, the employee will be "bid around" and the bidding will continue on schedule. An employee who has been "bid around" shall have the first right to bid when they make themselves available. An operator who does not make themselves available to bid during the period of the bid process will be assigned an open "Run" by mutual agreement of the UNION and the COMPANY.

(E) Once the bidding is complete, exchange of "Runs" shall not be permitted. except with the written approval of the UNION and the COMPANY in advance. An Operator will be permitted to switch runs no more the twice (2x) during a bid. Requests to switch must be made at least 24 hours in advance. Extra Board Operators and "Day Off" Stand by Operators will be permitted to switch on the day of the work in question. Bus operators who exchange "Runs" with another operator shall be totally responsible for any adverse effect in the pay hours of each employee, including the loss of any weekly guarantee. If approved, "Runs" may only be exchanged on a day for day basis with each day requiring a separate approval. The exchange of "Runs" must also take place within the same payroll week.

(F) The Operations Manager or their designee, with the assistance of one (1) UNION official appointed by the UNION president, shall have full charge of the bidding process. The COMPANY will pay the UNION designated official their normal shift or run assignment each day they are scheduled to work their normal assignment but work assisting in the bidding process.

(G) During the bidding process, an operator shall select their desired off-days which shall consist of two (2) off-days for any five (5) day work week or three (3) off-days for any four (4) day work week. In addition to selecting their off-days, operators will select one of the following

(1) Extra Board work consisting of five (5) scheduled work days and two (2) off-days.

(2) A Relief "Run"

(3) A straight "Run" or a Split "Run".

When bidding a daily "Run" to make up a weekly workweek package, an operator must bid either all eight (8) hour or all ten (10) hour pieces of work. There shall be no mixing of eight (8) and ten (10) workdays to achieve a forty (40) hour week.

(H) If bidding the Extra Board, operators are required to be familiar with ALL routes and schedules. In addition, Extra Board operators are required to have a working telephone.

(I) If bidding a Relief "Run", an operator must bid a combination of daily relief

"Runs" which in total equals no less than thirty-eight (38) pay hours per week nor more than forty-two (42) pay hours per week. In addition an operator must bid either all eight (8) hour or all ten (10) hour daily pieces of work. There shall be no mixing of eight (8) hour and ten (10) hour work days to achieve a forty (40) hour week.

(J) Operators who have been on extended absence for a period of thirty (30) days or more must provide a return to work slip from the Palm Beach County Occupational Health Clinic no later than 8:00 a.m. the first scheduled day bidding indicating that the employee will be able to return to work prior to the effective date of the bid or they shall not be allowed to bid. Operators returning to work from an extended absence who have not been allowed to bid during a general bid shall not be allowed to "bump" other operators; they will be placed on the Extra Board until the next general bid.

(K) Changes in a daily "Run" time of less than thirty (30) minutes shall not require a general bid or shall not require a "bump bid".

(L) "Runs" which become permanently open more than thirty (30) days prior to the next general bid shall be considered open "Runs" and be bid in seniority order from the operator vacating the "Run" down ("bump bid") in accordance with the procedure outlined in Section 4 (c) herein. The Company will pay for a union representative to be present.

(M) Changes in the bid process will be at the mutual consent of both the UNION and the COMPANY.

(N) Employee being returned to work as a result of an arbitration or court order will be placed on the extra board until the next bid.

ARTICLE 27
EXTRA BOARD OPERATION/PROCEDURES

SECTION 1. DEFINITION: The "Extra Board" is established for the primary purpose of having operators available under normal conditions to cover work open as a result of days off, vacations, sickness, suspension, leave of absence or to cover work which was not made into regular "Runs" during the general bidding process. An "Extra Board" may be established, at general bid time only, for each of the Company's working divisions/facilities, if on a scheduled basis, available work hours justifies establishment of one (1) or more full-time positions to cover regular operator work. "Regular Operators" assigned to "Runs" will not be allowed to perform "Extra Board" work as long as there are "Extra Board Operators" available which can cover the open work. The most current and up-to-date Extra Board Guidelines for each facility as agreed to by the COMPANY and UNION will be posted and followed.

SECTION 2. NUMBER OF "EXTRA BOARD" POSITIONS: During the General Bid process, the COMPANY shall, at its sole discretion, determine the number of "Extra Board" positions required to cover open work under normal conditions. During the General Bid process, bus operators will have the option to bid on a regular "Run" or bid on one of the positions available on the "Extra Board".

SECTION 3. DISTRIBUTION OF "EXTRA BOARD" WORK: In the distribution of daily open work, the Company agrees that all open work will be made available to "Extra Board Operators" first. No "Regular Operators" will be pulled from their regular "Run" nor will any "Regular Operator" or "Extra Board Operator" who has volunteered to work their off-day be assigned open or special assignment work until all scheduled "Extra Board Operators" who are normally scheduled to work have been utilized.

SECTION 4. "EXTRA WORK": Work which cannot be handled by "Extra Board Operators" on any particular day as a result of greater than anticipated absenteeism shall be considered "Extra Work" and shall be offered to any operator ("Extra Board Operator" or "Regular Operator") who wish to work their scheduled off-day. An "Extra Work" sign-up sheet shall be posted each morning or weekly for all operators to voluntarily sign-up for open work on their days-off or open work which can be handled by "Regular Operators" prior to or at the completion of their normal "Run". No open work will be made available to operators who have signed the "Extra Work" sheet until all "Extra Board Operators" scheduled to work have been exhausted.

It will be the responsibility of operators who have signed up for "Extra Work" to check the "Extra Board" or call the dispatcher on the day(s) they have signed-up for "Extra Work" to determine if they have been assigned additional work for the next day.

Operators shall not use the bus radio system to determine if they have been assigned additional work.

"Regular Operators" working on their off-day cannot refuse work or any portion thereof once they have signed up for "Extra Work" on their off-day. Refusal to work assigned work which any operator has volunteered to work will result in discipline.

Off-day operators may switch their assigned run with another off-day operator prior to the run pulling out provided they have both signed a "Run Switch" form and turned it in to the dispatcher.

An Operator will be permitted to switch runs no more the twice (2x) during a bid.

SECTION 5. "EXTRA BOARD" ROTATION: On the first effective day of a new "General Bid", operators who have bid the "Extra Board" will be assigned to the "Extra Board" in Classification seniority order. New employees or other employees returning from an extended leave who are assigned to the "Extra Board" between "General Bids", shall be placed on the "Extra Board" in Classification seniority order as of the day that they report for work.

Each day, the "Extra Board Operator" who has served at the top of the Extra Board the previous day, shall be moved to the bottom of the "Extra Board" for the next day's assignments, and each "Extra Board Operator" below shall move up one (1) position, thus creating a revolving "Extra Board".

SECTION 6. "EXTRA BOARD" DAILY ASSIGNMENT: For an Open Regular "Run" of less than one (1) week duration, special assignment or other open work shall be scheduled to the "Extra Board" on a daily basis. Daily assignments to "Extra Board Operators" scheduled to work that day and operators which have signed up for extra work on the "Extra Work" sheet the previous day will be made in accordance with the following procedure:

All known or foreseen "Open Work" as a result of vacancies in a Regular "Run" of less than one (1) week in duration, charters, unscheduled vacations, sickness, suspension or permanent pieces of "Open Work" which are known to the COMPANY prior to 11:00 a.m. of the day in which

(A) the "Extra Board" is completed for the next day, shall be assigned to "Extra Board Operators" according to their position on the "Extra Board". In assignment of work to "Extra Board Operators", the following procedure will be used:

(1) a. FIRST: All "Open Work" in the following order:

1. Ten (10) hour "Straight Runs" in most pay time order
2. Ten (10) hour "Split Runs" in most pay time order
3. Eight (8) hour "Straight Runs" in most pay time order
4. Eight (8) hour "Split Runs" in most pay time order

b. SECOND: If the number of assignments listed in number one (1) above, exceeds the number of "Extra Board Operators" for that day, then and only then, the dispatcher will attempt to fit the remaining pieces with the assignments originally listed. If an open piece, or a piece of a Split "Run" can be worked in combination with one of the assignments listed originally, then that piece of work will be combined with the one which fits and placed in its most pay time order. Special Service work and Standby work will not be used for the purpose of combining work.

(2) Special Service Work
(3) Standby.

(B) All "Open Work" assigned to "Extra Board Operators" in accordance with the order specified in (A) above, shall be assigned in sequential order based on the operator's position on the "Extra Board" for that day, except for the following:

(1) Should an "Extra Board Operator" be scheduled for a regular off-day, they shall be marked as "off" and be passed for purposes of assigning "Open Work" for that day.

(2) All operators who have been out on any type of unscheduled leave (Sick Leave, Workers' Compensation, Leave of Absence, etc.) shall be considered not available for the next day's "Extra Board" work; unless they have notified the dispatch office prior to 11:00 a.m. on the day the "Extra Board" is being prepared for the next day.

(3) If an "Extra Board Operator's" normal assignment on the "Extra Board" would result in the operator having less than eight (8) hours of off-time between assignments, the operator's assignment on the next day's "Extra Board" will be the first assignment available by their Board Seniority and or Standby time after the operator has been off-duty for eight (8) hours.

(C) No operator shall be excused from taking the work assignment that falls to their position on the "Extra Board"., unless, two (2) operators desire to trade assignments. Operators who desire to trade assignments shall be required to obtain the approval of the UNION and the COMPANY, the day prior to the assigned work. An Operator will be permitted to switch runs no more than twice (2x) during a bid. There shall be no trading, substituting or relieving of assignments without the joint approval of the UNION and the COMPANY. "Extra Board Operators" who trade work assignments consisting of less than eight (8) hours shall lose their forty (40) hour guarantee for the time lost that day.

<u>SECTION 7.</u> WORK AFTER THE "EXTRA BOARD" COMPLETION: If work becomes open after the "Extra Board" has been completed and posted for the next day, the dispatcher shall assign the work the following morning or as it becomes available the following day in the following order:

(1) "Extra Board Operators", in "Extra Board" order, who have been assigned less than eight (8) hours pay time for the day and who can handle the open assignment in addition to their current assignments.

(2) Regular Extra Board "Standby Operators" in order of the position on the "Extra Board" for that day.

(3) "Off-Day Operators" who have signed up the "Extra Work" sheet the prior day:

If it is necessary to use operators who have signed for "Extra Work" but have not been assigned work on the "Extra Board" for that day since the work has become available since the "Extra Board" was completed and posted, the dispatcher shall call such "Off-Day Operators", by telephone, in seniority order and make the assignment available. If the dispatcher is required to contact the operator by calling, only one (1) telephone call shall be made to the operator's primary telephone number. If the telephone is answered by an answering machine, the dispatcher will leave a message. If the operator calls the dispatcher back and work is still available, the operator will be given the assignment. If the operator is not at home or cannot be personally contacted, the operator shall be deemed to have missed their opportunity to work the open assignment and the next operator in seniority order will be telephoned.

(4) In the event there are insufficient volunteer operators to cover "Open Work", the "Open Work" will be assigned to "Off-Day Operators" in reverse seniority order. The operator so assigned must work the assignment. If the operator is placed on stand-by, they will be guaranteed four (4) hours pay per day.

SECTION 8. HOLD-DOWNS: A "Hold-Down" is defined as "Runs" normally operated by a "Regular Operator" for four (4) or five (5) days per week, which is known by the COMPANY to be vacant for a period of one (1) or more weeks in the future. The vacancy can be caused by vacation, a minimum of one week of annual leave, leave of absence, extended illness, workers' compensation injury or any other extended absence. "Extra Board Operators" shall be allowed to bid in seniority order, on a weekly basis for "Hold-Downs" for the next week based on the following procedure:

(A) No later than 11:00 a.m. each Monday, the dispatcher shall post a list of all "Runs" normally operated by "Regular Operators" and which are known to be vacant the following week as a result of scheduled vacation, leave of absence, Workers' Compensation or extended illness."Extra Board Operators" will be allowed to bid, in seniority order, on any of the open "Runs" to be operated for the entire following week. Bidding must be completed by 8:00 a.m.on Thursday of the week prior to the "Runs" being open.

(B) No later than 11:00 AM on the Thursday of the week prior to the "Runs" being open, the dispatcher shall post the results of the bidding process and the "Extra Board Operators" which have bid a "Hold-Down" for the following week will be required to operate the "Runs" during the entire next week; unless a "Regular Operator" who has been out on an extended illness, disability or Workers' Compensation returns to work unexpectedly. In that event, the "Regular Operator" will return to their bid "Runs" and the "Extra Board Operator" will return to the "Extra Board" but will retain the same days off as the "Hold-Down" "Runs" for the remainder of the week.

(C) During a "Hold-Down" situation, the "Extra Board Operator" will assume the days off associated with the "Runs" being held-down. Upon completion of the "Hold-Down" week, the "Extra Board Operator" will return to their original pre-determined days off. Upon returning to the" Extra Board" from a "Hold-Down", the "Extra Board Operator" will return to their place on the "Extra Board" rotation based on their seniority location on the "Extra Board" that day.

(D) Any "Runs" posted for "Hold-Down" which are not bid will be operated by the "Extra Board" and be assigned on a daily basis as provided in Section 6 herein.

SECTION 9. EXTRA BOARD GUARANTEE: "Extra Board Operators" will be guaranteed forty (40) hours per week for a scheduled five (5) day work week with two (2) regularly scheduled days-off per week during each general bid, provided,

they are qualified to work, made themselves available and accept all work offered or scheduled. An "Extra Board Operator", absent for any type of unpaid leave shall have their weekly guarantee reduced by the amount of work time they are absent or fail to accept.

Should an "Extra Board Operator" be absent from duty or unavailable for service part of a day, they shall receive pay only for that part of the day worked and their weekly guarantee will be reduced according to the hours absent.

Article 28
MAINTENANCE CLASSIFICATION

SECTION 1. Maintenance will be comprised of the following Classifications:

Maintenance Technician
Technician Trainee
Electronics Technician
Paint and Body Specialist
Utility Worker
Storekeeper

SECTION 2. MAINTENANCE TECHNICIAN: A Maintenance Technician shall be capable of satisfactorily repairing, without direct supervision and with only minimal instruction and direction, all repairs, either major or minor to the vehicles, equipment and components thereof, which are owned or operated by the COMPANY.

All repairs undertaken by a Maintenance Technician are expected to be of high quality and be completed within a reasonable period of time. Such repairs shall include, but not be limited to; any and all preventive maintenance work; engine and transmission repair and replacement; air-conditioning diagnostics, repair and charging; wheelchair lift diagnostics and repair; brake, axle and suspension repair or replacement; electrical and electronic component diagnostics, repair and replacement; starter, generator and air-conditioning compressor repair, re-building and replacement; repair, mounting and replacement of tires; and, any and all other general repairs to buses, automobiles, equipment or components thereof, including future vehicles that may be alternative fuel, electric or autonomous vehicles.

Within the Classification of Maintenance Technician, there shall be established six (6) specialty areas as follows:

(1) Preventive Maintenance, Brakes and General Repairs
(2) Air-Conditioning Diagnostics, Repair, and Re-charging
(3) Engine Diagnostics, Tune-ups, Repair, Replacement & re-building, if applicable.
(4) Transmission Diagnostics, Repair, Replacement & re-building, if applicable.
(5) Electrical Systems and Components Diagnostics and Repair
(6) Service Vehicle & Light Equipment Specialists

During the Maintenance Division general bid, Maintenance Technicians will bid on their shift and days off for each specialty area in which they will normally be assigned work as provided in the Article covering bidding of "Runs and Shifts". The number of positions in each specialty area on each shift will be determined at the sole discretion of

the COMPANY. The UNION will be provided a copy of the bid at least three (3) days prior to posting of the bid. Maintenance Technicians will normally be assigned work within their specialty area, provided however, that Maintenance Technicians shall not refuse to perform work outside their specialty area when requested by the COMPANY. Maintenance Technicians may be required to work outside their specialty area when the COMPANY determines at its sole discretion that there is a lack of work in one specialty area or a greater workload or greater priority in a different specialty area. In addition, the COMPANY at its sole discretion shall have the right to assign work to a Maintenance Technician outside of their specialty, as the COMPANY deems necessary to insure that all Maintenance Technicians remain cross-trained in each specialty area. If a Maintenance Technician is required to work outside their specialty area, another employee will not be assigned to their picked position.

If a license or certification is required by Federal, State or local law or regulation to perform certain specialty jobs, the Maintenance Technician must hold that valid license or certificate before picking such specialty area to work. The valid license or certificate must be maintained by the Maintenance Technician to continue working in the specialty area requiring the license or certificate. Maintenance Technicians holding special licenses or certificates will bid the posted specialty positions based on seniority.

The COMPANY will make every effort to make available training to obtain special licenses and certifications for employees desiring such training, provided however, that the COMPANY shall have the sole determination to decide the type and amount of training needed.

Any new training in any specialty area will be first offered to the Maintenance Technicians who have bid and been assigned work in that specialty area unless the employee has had similar training within the past two (2) years. Thereafter, Maintenance Technicians in other specialty areas will be offered the training to the extent that the COMPANY determines that budget and work load permit.

If any critical specialty position posted is not bid the COMPANY shall fill the slot by assigning qualified and/or certified employees in reverse Classification seniority order.

<u>SECTION 3.</u> TECHNICIAN TRAINEE: A Technician Trainee shall be a training position for the Classification of Maintenance Technician completing an eight (8) week classwork/on the job curriculum provided by the Maintenance Trainer/ Superintendent. This Classification of employee will work collaboratively with or at the direction of a Maintenance Technician or Maintenance Trainer/Superintendent and receive on the job training as needed to become proficient in each specialty area. Trainees will also be given the opportunity to obtain special licenses and certifications required to become a Maintenance Technician through enrollment

in outside technical schools or training seminars. Technician Trainees will be evaluated and/or tested every two (2) weeks by the Maintenance Trainer/Superintendent while serving their probationary period and every three (3) months thereafter to determine their proficiency in each specialty area. The testing may include written and proficiency evaluations. Copies of the test results/evaluations will be provided to the Union. The COMPANY reserves the right to judge the qualifications, fitness and proficiency of an employee in each specialty area. Upon the satisfactory demonstration to the COMPANY of the employee's proficiency in each of the specialty areas, the Technician Trainee will be promoted to the position of Maintenance Technician after a minimum of ninety (90) days. If at the end of a maximum of twenty-four (24) months training period, the Technician Trainee has not demonstrated to the COMPANY sufficient proficiency in all specialty areas, the employee will be demoted to a Utility Worker Classification. If demoted to a Utility Worker Classification, the employee will be credited seniority in the Utility Worker Classification for the period served in the Maintenance Trainee Classification.

SECTION 4. ELECTRONICS TECHNICIAN: An Electronics Technician shall have the capability of satisfactorily diagnosing, repairing and servicing bus electronics systems relating to Dispatching Enterprise Systems, Network Related Systems, Audio/Video Systems, Radio/Communications Technologies, On Board Media Systems and Electronic Signage, Fleet GPS Tracking Systems, Wireless Routers and Cellular Data Communication, and new and emerging Electronics Related Systems.

SECTION 5. PAINT AND BODY SPECIALIST: A Paint and Body Specialist shall have the capability of satisfactorily repairing all body and structural damage to the COMPANY vehicles as well as the ability to properly prepare body surfaces for spray painting. The duties include but are not limited to the repair and replacement of structural portions of the vehicle framework, welding, repair and replacement of body parts, body part fabrication, sanding, fiber glassing and use of body fillers, body straightening, paint preparation and spray painting.

SECTION 6. UTILITY WORKER: A Utility Worker is responsible for the routine cleaning and fueling of buses as well as the day-to-day cleaning of the buildings and grounds. Duties include but are not limited to such items as vehicle cleaning, vehicle fueling, checking and adding proper lubricants, cleaning of buildings, trash removal, running of errands and driving COMPANY vehicles in non- revenue service. It shall be the policy of the COMPANY to allow the utility workers to pick duties on a daily basis at the beginning of their shift, however, the COMPANY may assign non-picked duties at the discretion of the supervisor by seniority.

SECTION 7. "Reasonable period of time" as used in this article shall be defined to be the time required. by a majority of the employees in the same Classification to perform a similar task.–The UNION shall not instigate, condone, excuse or support a slowdown or other action in the Maintenance Division which adversely affects the efficiency of the COMPANY's operation.

SECTION 8 . WORKING LEADER: During times when a COMPANY supervisor is unable to be present, a Maintenance Technician may be designated as a "Working Leader". The person designated shall be at the sole discretion of the COMPANY and the person so designated shall receive additional hourly wage as provided in the Article on Wages for all hours worked as a "Working Leader".

SECTION 9. STOREKEEPER: Work in this classification involves both manual and clerical duties in the storeroom. Position requires knowledge of the following examples including but not limited to the receiving, storage, monitoring, cataloging and disbursement of maintenance parts, supplies, materials and equipment.

The actual job descriptions for each of these positions will be maintained by the COMPANY and based on operational requirements

During times when Storekeepers are unavailable, qualified Maintenance Technicians may be designated by seniority based on availability, as a storekeeper for a period not to exceed four (4) hours. Qualifications shall mean a Maintenance Technician has volunteered to be a temporary storekeeper and received necessary training as evidenced by a certificate of completion from the COMPANY. Maintenance Technician designated as a Storekeeper will be paid at their current rate of pay.

Section 10. The COMPANY and the UNION agree to form a working Maintenance Training Committee with equal representation of UNION and COMPANY appointed members. This committee will make recommendations of training programs. This Committee will be formed within thirty (30) days of the ratification of this agreement. Members of the committee will be appointed by the Union President or their designee and by the Director of Maintenance Manager or their designee.

ARTICLE 29
OUT OF CLASS WORK

SECTION 1. The COMPANY and the UNION agree that supervisors or other non-bargaining employees will not be allowed to perform work normally assigned to Bargaining Unit employees covered by this AGREEMENT, except when a situation or occurrence of a serious nature develops suddenly and unexpectedly, and demands immediate action. In such case, the COMPANY will take appropriate measures to fill the work with available Bargaining Unit employees as soon as practical. If there are no immediately available Bargaining Unit employees, or if the work is of an incidental or minor nature, the work may be performed and when practical, documented, by supervisors or other non-bargaining unit employees until such time as a substitute can be obtained.

SECTION 2. Supervisors or other non-bargaining unit employees may also be used out of classification within their Section to instruct or train other employees or to substitute should a Bargaining Unit employee not be available, or to perform work of an incidental nature. It is the general policy of the COMPANY to use its maintenance employees for work which they may be 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. Maintenance employees will perform all work assignments to the best of their ability and endeavor to acquire all knowledge possible to better enable them to perform their assignments professionally and efficiently.

ARTICLE 30
PART-TIME EMPLOYEES

SECTION 1. In order to allow for the most efficient and effective utilization of public funds and resources, the COMPANY shall be authorized to employ a limited number of part-time employees. The number of part-time employees shall be limited to seven and one-half percent (7 1/2%) of the total authorized positions in the Operations Division and twelve percent (12%) of the maintenance utility classifications.

SECTION 2. Part-time employees shall be eligible only for the appropriate hourly rate of pay for their position and such limited benefits as may be otherwise set forth in this Agreement or which are legally mandated.

SECTION 3. Part-time employees shall be limited to a maximum of twenty-six (26) hours of work per week. Work bid on by part-time employees shall be separate and apart from work bid on by full-time employees in each Division. Bids for part-time work in each Department will be by seniority order based on the date of hire as a part-time employee. Part-time employees scheduled work week shall be determined at the sole discretion of the COMPANY and shall not exceed twenty-six (26) hours per week and not less than ten (10) hours a week. The COMPANY agrees to post all open work at the time of the general bid.

SECTION 4. No full-time employee shall be placed on layoff status as long as a part-time employee in the same Classification is scheduled to work.

SECTION 5. Seniority for part-time employees shall be maintained separately from full-time employees. Part-time Classification Seniority is defined as the total length of continuous Part-Time service in a particular part time position. In the case of a part-time bus operator, their length of continuous service will be defined as the time they have completed training and are ready to be assigned regular work.

SECTION 6. Part-time employees in any Classification shall have priority in filling full-time positions within the same Classification over applicants from outside the COMPANY when a vacancy exists. Full-time seniority shall accrue from the first day of transfer into the full-time classification.

SECTION 7. Full-time employees shall be given priority over non-employees whenever a part-time position becomes available. When a full-time employee transfers to a part-time position, their rate of pay will remain the same as long as there is no break in service and as long as it is the same Classification. Any vacant Part-Time position will be posted internally for fourteen (14) days before being advertised on the outside.

SECTION 8. Part-time employee's seniority shall accrue from the first day of transfer into the part-time classification.

SECTION 9. Part-time employees may be granted an unpaid Leave of Absence of up to a maximum of thirty (30) calendar days per year. Granting of such Leave of Absence shall be at the sole discretion of the COMPANY. Employees must request the unpaid Leave of Absence in writing no less than seventy-two (72) hours, nor more than sixty (60) days, prior to the desired date the leave is to begin. No more than two (2) part-time employees will be allowed on unpaid Leave of Absence at any given time, except for Part-Time employees on Bereavement Leave.

SECTION 10. Part-time employees will comply with all the terms and conditions of the Labor/Management Agreement. Excused absences for part-time employees are not subject to the full-time employee absentee policy, provided the absence is reported prior to the operator's report time.

SECTION 11. Holiday Pay: Part-time employees working on holidays will receive time and a half (1 ½) pay for hours worked.

SECTION 12. Bereavement Leave: part-time employees will be eligible for up to three (3) days of unpaid Bereavement Leave for the death of a member of the immediate family or relative as defined in the Bereavement Article. The COMPANY reserves the right to require documentation of the death and employee's relationship to the deceased prior to the granting of the Bereavement Leave.

ARTICLE 31
PROMOTION TO VACANCIES

SECTION 1. The Company will post all future vacancies on COMPANY bulletin boards before listing outside advertising.

The COMPANY shall make every effort to fill vacant positions with qualified employees presently employed by the COMPANY.When the COMPANY determines that a vacancy exists in any higher Classification, it will be the policy of the COMPANY to fill such vacancy with qualified applicants from the ranks of its existing employees in lower Classifications, provided that an existing employee or employees are determined by the COMPANY to have the ability and qualifications required for the position. Abilities and qualifications of existing employees to perform the requirements of the higher Classification shall be at the sole discretion of the COMPANY.

When two (2) or more employees are determined by the COMPANY to be equally qualified to perform the requirements of the higher Classification, the COMPANY will consider the employees existing Classification and total COMPANY seniority in selecting the individual for the promotion.

SECTION 2. Employees promoted to a new classification shall have their Classification Seniority begin as of the date of the promotion.

SECTION 3. Employees who are promoted to a new job classification shall serve a one hundred eighty (180) day probationary period in their new classification. In the event an employee does not satisfactorily complete the probationary period or is deemed not able to perform the requirements of the new classifications, the employee may return to their former classification with no loss of classification seniority in the former position.

SECTION 4. New full-time employees must complete a minimum of six (6) months employment in order to be considered for a promotion or transfer from one Classification to another Classification.

SECTION 5. If within the previous six (6) months, an employee has received a letter of warning; has received discipline for attendance; has received three (3) or more "Miss-Out" points; or has been suspended for any infraction of COMPANY rules they will not be eligible for promotion.

<u>SECTION 6.</u> PROMOTIONS OR TRANSFERS: If the employee does not meet all the necessary standards for the position or is deemed not suitable by management of the position within the probationary period, the employee will be returned to their previous position with no loss of classification seniority. An employee found not suitable or who does not meet the minimum standards for the position and is returned to their former position, shall not have the right to seek relief through the grievance and arbitration provisions of this AGREEMENT.

ARTICLE 32
MISS OUTS

SECTION 1. DEFINITION: A "Miss-Out" is a failure of an employee to report to work in proper uniform at their assigned work location to begin their work assignment, and signing in, swiping or punching the time clock by their scheduled starting time. An employee who reports to work within one (1) hour of their scheduled starting time shall be able to work. An employee's failure to report to work within one (1) hour or contact his/her supervisor "calling off sick" within one (1) hour of his/her scheduled starting time shall result in an additional Miss Out point being assessed and the employee will not be allowed to work that day. The COMPANY shall designate the time keeping device at each facility that will be calibrated, on a regular basis, based on Eastern Standard Time or Eastern Daylight Savings Time, whichever is appropriate, and shall be the official time used by the COMPANY in determining report times. Discipline for "Miss-Outs" shall be in accordance with the provisions contained herein.

SECTION 2. A "Miss-Out" cannot be excused for any reason except at the pre-termination hearing if at the sole discretion of the Company, when extenuating circumstances warrant consideration.

SECTION 3. PENALTIES FOR "MISS-OUTS": For each "Miss-Out" an employee will be charged with one (1) "Miss-Out Point". One (1) additional "Miss-Out Point" will also be assessed for each day, or portion thereof, the employee remains absent on scheduled work days.

Once an employee has reached an accumulation of four (4) "Miss-Out" points, they will be given a letter of reprimand.

> The accumulation of ten (10) "Miss-Out Points" in a rolling one (1) year period will result in the employee being afforded a pre-termination hearing prior to termination for excessive Miss Outs.

SECTION 4. Extra Board Employees who have a "Missed-Out" during any week shall lose their forty (40) hour guarantee; provided, however, that an employee's forty (40) hour guarantee shall not be reduced by more than eight (8) hours for each day they have Miss Out.

SECTION 5. If an employee has timely reported to work, they must work their entire scheduled shift, unless they are excused by their supervisor for documented emergency.

ARTICLE 33
DRIVER'S LICENSE

SECTION 1. All bus operators and maintenance personnel will comply with all pertinent provisions of the "Commercial Motor Vehicle Safety Act of 1986", as it may be amended and all regulations issued their under. All bus operators and maintenance personnel shall be required to possess a valid Commercial Drivers License (CDL), Class B, with Passenger and Air Brake endorsement. Storekeepers and Electronics Technicians will be required to maintain a valid Florida Drivers class E license.

SECTION 2. Employees shall immediately notify their appropriate Manager or designee, should their driver's license be revoked or suspended or should any restriction be placed on the license.

An employee who promptly and voluntarily discloses a revoked or suspended license or a restriction which impairs the employee's ability to perform their job shall have up to twenty one (21) working days to have their driving privileges restored. Employees must use any balances of Annual Leave before they can go without pay.

If the employee fails to provide such proof within twenty-one (21) working days they will scheduled for a pre-termination hearing.

SECTION 3. Bargaining Unit employees who are involved in an accident while operating a COMPANY vehicle with a suspended or revoked license shall be immediately suspended without pay pending a pre-termination hearing.

SECTION 4. The COMPANY may from time to time conduct Department of Motor Vehicle checks on employees' driving records. If it is discovered that an employee has operated a COMPANY vehicle at any time with a suspended or revoked license, the employee shall be suspended without pay immediately until such time as the employee presents proof that his driving privileges have been reinstated. If the employee fails to provide such proof within twenty-one (21) working days, they shall be considered to have resigned without notice and their employment terminated.

Employees may be granted accumulated Annual Leave for up to two (2) business days to allow sufficient time to have their license reinstated.

SECTION 5. The COMPANY will pay an annual Driver's License allowance of fifty (50) dollars the first full payroll in March to all employee who have satisfactorily completed their probationary period.

SECTION 6. The time limits provided in this Article may be extended at the sole discretion of the COMPANY based on the circumstances.

ARTICLE 34
ACCIDENTS

SECTION 1. Any employee involved in any accident or incident involving a COMPANY vehicle or passenger will make an immediate report by telephone or mobile radio to the communicator on duty. Subsequently, and as soon as possible, a full, complete, and properly documented written report must be completed by the employee and delivered to the immediate supervisor. The report must be completed and delivered no later than the end of their work shift except for extenuating circumstances.

SECTION 2. The COMPANY and the UNION recognize that accident prevention is in the best interest of the COMPANY and the employees, and that safety programs, safety meetings, and general accident prevention measures, work rules and requirements work as beneficial to both the COMPANY and the employees. Therefore, the UNION agrees that it will encourage employees to voluntarily attend all safety meetings and cooperate in all ways in safety prevention and take an active part and interest in all accident prevention work.

SECTION 3. SAFETY AWARDS & INCENTIVES: In an effort to promote and recognize long-term accident and safety records, the COMPANY and the UNION, may develop mutually acceptable safety incentives and/or awards to be presented to employees in Operations and Maintenance. Such incentives and/or awards, if any, may be in the form of cash incentives, additional days off or items of intrinsic value. From time-to-time the COMPANY and the UNION may evaluate the success of any safety award/incentive program and alter the incentives/awards or the basis under which employees qualify if deemed necessary.

SECTION 4. ACCIDENT REVIEW: The Safety & Training Division shall review and investigate all accidents involving COMPANY equipment. Such investigation may involve a hearing with the employee(s) involved and/or interviews with witnesses and law enforcement personnel. If termination is being contemplated as a result of the accident, the Safety & Training Division will meet with the employee prior to rendering a final decision. Based on the investigation, the Safety & Training Division shall conclude whether the accident was "preventable" or "non-preventable" and will render a decision regarding the degree, if any, that the employee contributed to the accident.

If the employee does not agree with the decision of the Safety & Training Supervisor or the discipline imposed by management, the employee may, prior to filing a grievance, request that their case be reviewed by the Accident Review Committee and the discipline will be withheld pending review by the Accident Review Committee.

The employee must make a written request within ten (10) working days of the day the employee receives written notification of the discipline to be imposed. If the discipline to

be imposed is termination and the employee chooses to have their accident reviewed by the Accident Review Committee the employee will be placed on leave without pay from the date the employee requested the review until the Accident Review Committee has made a ruling. If found to be non-preventable the leave will be paid.

The decision of the Accident Review Committee as to the preventability of the accident shall be final. The Committee shall meet quarterly or as needed to review those accidents properly brought before it. If the Accident Review Committee finds that the accident was non-preventable, there will be no discipline imposed.

The Accident Review Committee shall have five (5) members consisting of two (2) COMPANY management representatives appointed by the Executive Director; two (2) UNION representatives appointed by the president of the UNION who each have not had, in the most recent two (2) consecutive years of full-time service with the Company any preventable accidents; and one (1) person (who shall chair the Accident Review Committee meetings) with accident investigation safety experience elected by the Company and UNION from the Florida Department of Transportation, the Palm Beach County Sheriff's Office or the Florida Highway Patrol (or, if no person is available on a timely basis from the foregoing agencies, a person with similar experience from another transit agency in Florida). The law enforcement member may also include a retired sworn law enforcement officer or another mutually agreed-upon neutral party. Each member of the Accident Review Committee serves at the pleasure of the appointed authority and must have successfully completed accident investigation/preventability training provided by the Company.

SECTION 5. SAFETY COMMITTEE: The COMPANY and the UNION agree that there will be a Safety Committee meeting every other month and more frequently if necessary as circumstances warrant. The committee will be comprised of equal number of Union and Non-Union Palm Tran employees and one member from Risk Management. Employees serving on the committee will be paid for actual time of the meeting or two (2) hours, whichever is less. At the completion of the meeting employees must return to their normal work assignment for that day. The function of the committee shall be to foster safety in the workplace, identify, alleviate and cure safety problems, and work towards reducing work related personal injuries and road accidents.

Any new or replacement Bargaining Unit member of the committee will be selected by a majority of the committee members from individuals who have volunteered to be committee members.

SECTION 6. A working speedometer is not required by Florida Law and as such, an inoperative or non working speedometer shall not be the reason to withhold a bus from revenue service. The Company will pay the fine for any employee receiving a speeding citation while driving a Company vehicle if, the speedometer is not functioning when

checked by Maintenance and if, the citation is for a speeding offense of ten (10) MPH or less over the posted speed limit.

ARTICLE 35
OVERTIME

SECTION 1. DEFINITION:

(A) **Operations:** Overtime for "Regular Bus Operators", who have bid a "Run" during the bid process and "Extra Board Operators" in a "Hold Down" situation, is defined as hours actually worked in excess of eight (8) hours per day for a scheduled five (5) day work week or in excess of ten (10) hours per day for a scheduled four (4) day work week.

Overtime for "Extra Board Operators" and any other Classifications in Operations is defined as hours actually worked in excess of forty (40) hours per week.

(B) **Maintenance**: Overtime for all Maintenance Classifications is defined as hours actually worked in excess of forty (40) hours per week.

(C) **Hours Worked:** Annual Leave time, time actually worked on a Holiday, Holiday pay when there is no bus service, Jury Duty, Bereavement and UNION Business (as specified in Section 3 of this Article) **shall count as "hours worked"** for the calculation of overtime in either the Operations or Maintenance.

SECTION 2. OVERTIME RATE: Employees shall be paid overtime at the rate of one and one-half (1 ½) times their normal hourly rate of pay.

SECTION 3. SCHEDULED OFF-DAY OVERTIME: All employees shall be paid at the rate of one and one-half (1 ½) times their regular straight time hourly rate of pay when called upon to perform work on their regularly assigned day or days off unless they have not worked their entire scheduled work week or have worked less than forty (40) hours during the week, except for UNION President and the designated officer/representative designed by the UNION President as specified in Article 4, Section 2 will be paid overtime on their days-off.

SECTION 4. DISTRIBUTION OF OVERTIME:

(1) MAINTENANCE OVERTIME: Overtime in Maintenance shall be distributed based on the following guidelines:

(A) The COMPANY shall post an Overtime Sheet in each work location on Monday for employees to volunteer for overtime in the following week. The Overtime Sheet will be separated into the following five (5) sections:

(1) Potential Overtime for Maintenance Technicians

(2) Potential Overtime for Maintenance Technician Trainees

(3) Potential Overtime for Electronics Technicians

(4) Potential Overtime for Paint and Body Specialists

(5) Potential Overtime for Utility Employees

Employees volunteering for Overtime in the following week (Sunday through Saturday) shall sign the Overtime Sheet no later than midnight on Thursday of the week preceding. The following procedure shall be implemented for the distribution of Overtime work:

1st. Regular Day Off (RDO) employees that have signed the Overtime Sheet and work the shift in which overtime is needed.

2nd. RDO employees that have signed the Overtime Sheet and work the next shift until all remaining shifts are exhausted.

3rd. Employees who are present and available to work from the previous shift that have signed the Overtime Sheet.

4th. Employees who are present and are available to work from the previous shift who have NOT signed the Overtime Sheet.

5th. RDO Employees that did not sign the Overtime Sheet.

(B) Employees who have signed the Overtime Sheet in a timely manner shall have the opportunity to work overtime which becomes available, on the same shift as the employees normal shift, on a Classification seniority basis.

(C) If no employee is available to work the overtime on the same shift, then employees on the next shift will be offered the opportunity on a Classification seniority basis.

(D) If the employee is not present to accept or reject the overtime opportunity, then the COMPANY shall make one (1) phone call to the employee's primary phone number in Classification seniority basis to attempt to fill the overtime. If the employee is not at a primary phone number or does not answer the phone, the employee shall have been deemed to have missed their opportunity to the overtime. The supervisor making the call will leave

a voicemail stating the purpose of the call and allow up to five (5) minutes for the employee to return the call. If the employee has not returned the call within five (5) minutes, the supervisor will move to the next person in classification seniority. The employee making said phone call shall record the time, date, and name of the employee called. If no employees who volunteered to work overtime are available to work overtime, then the COMPANY may assign the overtime based on a reverse Classification seniority basis. If an employee is **forced** to work on their regular scheduled off-day, they will be paid at the overtime rate for all hours worked and the forty (40) hour rule will be waived for the time worked.

(E) If no Utility employees is available to work. Overtime normally worked by Utility employees, other Maintenance Classifications may be required to work the overtime and will be assigned the overtime on a reverse Division Section Seniority basis. If an employee is **forced** to work on their regular scheduled off-day, they will be paid at the overtime rate for all hours worked and the forty (40) hour rule will be waived for the time worked.

(F) The COMPANY reserves the right to require a certain employee who has started a job during one shift to work overtime in order to complete the task.

(G) Belle Glade Maintenance Overtime: If there are employees assigned to report to work at the Belle Glade facility and they are unable to handle the overtime, the North County facility volunteer overtime sheet will cover any open shifts assigned to the Belle Glade facility that cannot be covered.

(2) <u>STOREKEEPER OVERTIME:</u>

Definition:

Overtime is defined as actual hours worked in excess of forty (40) hours per week. Hours worked is defined as actual hours worked, annual leave time, holiday pay when there is no bus service, jury duty, bereavement and Union Business as specified Article 35, Section 3 of the Labor AGREEMENT.

Overtime Rate:

Employees shall be paid overtime at one and one half (1 ½).

Assignment of Overtime:

Overtime will be assigned in classification seniority order for steps 2, 3 and 4 below.

Based on the operational requirements, **it may be necessary for an employee** to work overtime prior to and after their normal scheduled shift. If it is necessary to fill an entire shift with overtime the COMPANY will contact employees as follows:

Step 1: Employees who have signed up to work on their off day in the facility in which the absence occurred. The supervisor making the call will leave a voicemail stating the purpose of the call and allow up to five (5) minutes for the employee to return the call. If the employee has not returned the call in five (5) minutes, the supervisor will move to the next step. The Storekeeper Floater position will cover any Storekeeper absences, vacancies and/or vacations for which the Company has more than 24 hours advance notice.

Step 2: If there are no off day employees available to work in the facility where the absence occurred, overtime will be offered to employees currently working in that facility. If the Storekeeper Floater cannot be used to cover a Storekeeper absences, vacancies, and/or vacations, then volunteers who have signed up to work on their off day will be called in seniority order in that facility.

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

Step 4: If no volunteers from employees signed up to work on their off day in the other facility are available, overtime will be offered to employees currently working in the other facility.

(3) <u>OPERATIONS OVERTIME:</u>

All overtime for bus operators shall be first offered to "Extra Board Operators" on their regular scheduled work day who are available to work. If, the number of employees assigned to the "Extra Board" are insufficient to cover the work assignments for the next day, or work becomes available after the "Extra Board has been completed, and the work cannot be handled by "Extra Board Operators", the overtime will be assigned as follows:

(A) All bus operators shall be given the opportunity to sign up for additional work on a "Extra Work Sheet" the day prior. The bus operator must sign the "Extra Work Sheet" for possible work the following day. The "Extra Work Sheet" for the next day's work shall be available until 11:00 a.m. A copy of the "Extra Work Sheet" shall be placed in the Union mail box.

(B) Extra work which cannot be handled by the "Extra Board Operators" scheduled to work that day will be made available as follows:

First, to all off day operators who have signed the "Extra Work Sheet" in Classification seniority order.

Second, in Classification Seniority order, to non o ff-day "Regular Operators" who have signed the "Extra Work Sheet"

Third, Operators who during the General Bid checked yes to work Overtime, but did not sign the Overtime Sheet for the day by Classification Seniority order. These Operators will be called in Classification Seniority until the Dispatcher has reached the number of Operators needed to cover the work. The Dispatcher will leave a voicemail if they are unable to reach the Operator and if the Operator calls back and work is still available, they will be allowed to work.

(1) and whose schedule will allow them to work additional pieces of work which cannot be handled by "Extra Board Operators",

(C) If there exists work which cannot be handled by the employees who have signed the "Extra Work Sheet", work will be assigned by the COMPANY to operators who are available for the hours needed in reverse Classification order.

(D) Bus Operators who have signed up for extra work shall be required to check the "Extra Board" upon completion of their daily assignment to determine if they have been scheduled to work the following day. Once the Extra Board is posted, if it is revised, the dispatcher will be required to call each operator the revision affected.

(E) Overtime Work after the "Extra Board" is Completed:

If a Bus Operator cannot be personally contacted at the office or over the two-way radio to confirm the extra work assignment which they have signed-up for, and which has become available after the "Extra Board" was complete, the Operations

Supervisor shall call the bus operator's primary phone number in the order specified herein to confirm the employee's desire to work the extra work they have signed up for on the previous day. The employee making said phone call shall record the time, date, and name of the employee called. If the employee cannot be contacted personally at the time of the telephone call or if there is no answer at the employee's primary phone number, the supervisor will leave a voicemail and if the employee returns the call and there is still need for overtime to be filled, the employee will be allowed to fill the overtime.

ARTICLE 36
TIME ALLOWANCES

SECTION 1. All employees of the COMPANY covered by this Agreement shall receive a paid time allowance as specified herein for the following:

(a) **ACCIDENT REPORTS**: If an accident/incident report cannot be completed during an employee's normal shift, the employee shall be paid thirty (30) minutes paid time to fully, properly and correctly make out the accident report fifteen minutes (15) for an incident report required by the COMPANY. The thirty (30)/fifteen (15) minutes shall be paid at the employee's applicable hourly rate of pay. When necessary, employees will be provided assistance by Management in completing their accident report. This time allowance shall not be paid for purposes of completing a report of personal injury sustained by the employee. If the accident report was completed during the employee's normal work shift, no additional time allowance will be paid.

(b) **JURY DUTY:** When an employee serves on a jury in any court, the COMPANY agrees to pay the amount the employee would have earned on their regular assignment, provided that after being released from jury obligations, the employee presents themselves for such available work that is reasonably within their normal working hours. Employees must provide documentation that they served to the immediate supervisor. Jury Duty counts for time worked.

(c) **COURT APPEARANCE:** In the event an employee is required to attend court as a witness on behalf of the COMPANY, or subpoenaed by a third party to appear in court regarding a motor vehicle accident or crime witnessed by the employee while on duty, the employee so required or commanded to appear shall not lose any pay time as a result of the required court appearance.

(d) **MINIMUM GUARANTEE:** Except for required training, all employees shall be guaranteed a three (3) hour minimum assignment when called to report for work on their regular assigned off-day by the COMPANY. Non off-day bus operators and "Extra Board" operators will be guaranteed a two (2) hour minimum assignment when scheduled to work by the COMPANY. Employees receiving any training prior to or at the end of an employee's normal shift will be paid only the time necessary for said training. Employees required to obtain training on their scheduled day off will receive the minimum two (2) hour guarantee.

SECTION 2. OPERATIONS: In addition to the time allowances provided for all other Bargaining Unit employees, the following time allowances shall be provided to bus operators in Operations:

(a) **Bus Operator Preparatory Time:** All operators shall receive a paid allowance of fifteen (15) minutes preparatory time for the purpose of doing required pre-trip bus inspections, checking bulletin boards, signing-in and other required duties.

Operators assigned to the Port St. Lucie Express runs utilizing motor coach buses shall receive twenty (20) minutes preparatory time for the purpose of doing required pre-trip bus inspections, checking bulletin boards, signing-in and other required duties.

(b) **Travel Time:** The COMPANY will incorporate sufficient paid travel time into runs and open pieces of work to allow bus operators to travel from the operations facility where they report to the starting point of the route or relief point. The amount of travel time allowed will be at the sole determination of the COMPANY. The COMPANY and the UNION will jointly review "Runs" that operators believe do not include sufficient travel time within fourteen (14) days from the date the complaint was filed with the COMPANY.

SECTION 3. MAINTENANCE: In addition to the time allowances provided for all other Bargaining Unit employees, the following time allowances shall be provided to employees in Maintenance:

(A) The Maintenance Division Classifications of Maintenance Technician, Technician Trainee, Electronics Technician, and Paint and Body Specialist shall be given a fifteen (15) minutes paid time allowance at the end of the last hour of each shift in order to clean equipment areas and themselves.

(B) All Maintenance employees shall receive a paid fifteen (15) minute rest break twice during each shift and a non-paid one-half (½) hour lunch period during each shift. Break times and lunch periods shall be determined by the COMPANY.

(1) The normally scheduled time of employee's breaks and lunch shall be specified in the general bid.

(2) Supervisors may reschedule or request an employee to forgo a break or lunch period on a day-by-day basis due to the operational requirements.

(3) Combining breaks into one (1) is not permitted.

(4) Using breaks to lengthen lunch hours, to cover tardiness, or to leave work early is not permitted.

ARTICLE 37
INSURANCE

SECTION 1. The employees hereunder shall be provided Medical, Dental, Vision, Long Term Disability (LTD), and Life Insurance programs under the same terms and conditions and policies as are applicable to all general (non-represented) employees of Palm Beach County. The deduction and contribution amounts will be established by the Board of County Commissioners (as established for all general non-represented employees of Palm Beach County.

The County reserves the right as the joint employer to modify, amend or replace any plan, however, the UNION may request to negotiate the negotiable impacts of benefits changes.

SECTION 2. FELONIOUS ASSAULT INSURANCE: The COMPANY will provide Felonious Assault Insurance for all bus operators.

SECTION 3: SUPPLEMENT HEALTH INSURANCE TRUST FUND:

A. The UNION established a Supplemental Health Insurance Plan and Trust Fund to be maintained by a separate Board of Trustees for all members of the bargaining unit who, on or after June 1, 2004, retire from the COMPANY, receive a pension benefit from the COMPANY, and continue to participate in the health insurance coverage offered by the COMPANY. The UNION shall, from the effective date of the establishment of the Plan and Through the duration of this AGREEMENT, pay up to $300 per month to each such retiree for the purpose of provide partial health insurance and medical expense reimbursements for a period not to exceed five (5) years with respect to each such retiree participant. The UNION has submitted to the COMPANY a Trust Agreement, and Plan Document and represents that it has established a Trust Fund into which the sums provided for in this Article will be deposited. The UNION agrees that the funds deposited by the COMPANY and the earnings thereon shall not be used to provide any benefit other than those expressly authorized herein and as memorialized in the Plan and Trust Fund. The UNION further represents that the Trust Fund and Plan have been lawfully established, are fully compliant with the requirements of applicable law and that all deposits or payments made by the COMPANY will be fully compliant with the requirements of law. The UNION shall provide the COMPANY with all documents related to the establishment of the Plan and Trust Fund, and all amendments thereto, and shall provide evidence, in a form deemed acceptable to the COMPANY, of the Plan's and Trust Fund's continued existence and compliance with applicable law, at least thirty (30) days prior to the date the COMPANY is required to make any deposit or payment to the Trust Fund.

B. Subject to the requirements of paragraph A above, within thirty (30) days from the last day of the last full payroll period in March 2007, the COMPANY will make a lump sum payment to the Trust Fund in an amount equal to the number representing the total number of bargaining unit payroll hours accruing from the first day of the first full payroll period during which October 1, 2006 falls, through and including the last day of the last full payroll ending in March 2007, multiplied by .20.

C. Subject to the requirements of paragraph A above, within thirty (30) days from the last day of the last full payroll period in September 2007, the COMPANY will make a lump sum payment to the Trust Fund in an amount equal to the number representing the total number of bargaining unit payroll hours accruing from the first day of the first full payroll period during which April 1, 2007 falls, through and including the last day of the last full payroll ending in September 2007, multiplied by .20.

D. Subject to the requirements of paragraph A above, within thirty (30) days from the last day of the last full payroll period in March 2008, the COMPANY will make a lump sum payment to the Trust Fund in an amount equal to the number representing the total number of bargaining unit payroll hours accruing from the first day of the first full payroll period during which October 1, 2007 falls, through and including the last day of the last full payroll ending in March 2008, multiplied by .20.

E. Subject to the requirements of paragraph A above, within thirty (30) days from the last day of the last full payroll period in September 2008, the COMPANY will make a lump sum payment to the Trust Fund in an amount equal to the number representing the total number of bargaining unit payroll hours accruing from the first day of the first full payroll period during which April 1, 2008 falls, through and including the last day of the last full payroll ending in September 2008, multiplied by .20.

F. Subject to the requirements of paragraph A above, within thirty (30) days from the last day of the last full payroll period in March 2009, the COMPANY will make a lump sum payment to the Trust Fund in an amount equal to the number representing the total number of bargaining unit payroll hours accruing from the first day of the first full payroll period during which October 1, 2008 falls, through and including the last day of the last full payroll ending in March 2009, multiplied by .20.

G. Subject to the requirements of paragraph A above, within thirty (30) days from the last day of the last full payroll period in September 2009, the COMPANY will make a lump sum payment to the Trust Fund in an amount equal to the number representing the total number of bargaining unit payroll hours accruing from the first day of the first full payroll period during which April 1, 2009 falls, through and including the last day of the last full payroll ending in September 2009, multiplied by .20.

H. Notwithstanding anything contained in this Section 3 to the contrary, no lump sum payments are required to be made by the COMPANY if the Plan and Trust Fund are terminated or dissolved, no benefit payments have been made to retiree participants from the Plan and Trust Fund during any consecutive six (6) month period, the Plan and Trust Fund no longer comply with the requirements of applicable law, or the UNION does not provide to the COMPANY satisfactory evidence of the Plan and Trust Fund's existence and compliance with applicable law in accordance with paragraph A above. In lieu of any lump sum payment which the COMPANY would otherwise be required to contribute to the Trust Fund, the COMPANY will increase each pay rate listed in the schedule contained in Section 1 of Article 45 "Wages and Other Pay" for all negotiated pay grades identified therein by the sum of 20 cents (.20).

I. In the event the Plan and Trust Fund are terminated or dissolved, no payments have been made to retirees from the Trust Fund during a consecutive six (6) month period, the Trust Fund no longer complies with law, or the UNION does not provide acceptable evidence of the Plan's and Trust Fund's existence and lawful compliance in accordance with paragraph A above, no additional lump sum payments are required to be made by the COMPANY. All monies remaining in the Trust Fund will be distributed to the retiree participants in a manner determined to be equitable by the trustees of the Trust Fund in accordance with law.

J. The UNION and the COMPANY expressly agree that the COMPANY's funding obligation created under the conditions of this Article shall constitute the sole liability of the COMPANY with respect to Section 3 of Article 37 and such funding obligations shall only be operative during the term of this Agreement. The UNION agrees that all matters relating to the establishment, maintenance, administration, amendment and termination of the Plan and Trust shall be the sole and exclusive responsibility of the UNION and the individuals the UNION appoints as trustees of the Plan and Trust. No member of the bargaining unit or retiree shall have any vested rights in or expectation of the continued provision of any benefit provided for or permitted under this Article.

K. All provisions of the Trust Agreement and all Plan documents establishing and/or related to the establishment and operation of the Plan and Trust Fund shall be consistent with the provisions of this Article. The UNION shall ensure that the Trust Fund trustees are obligated to fulfill or to enable the UNION to fulfill the obligations of the UNION and/or Trust Fund trustees as described in this Article. The COMPANY or its designee shall have the right to exam, inspect and copy any records or documents related to the Trust Fund, at any time, during normal business hours and to audit the Trust Fund's records solely for the purpose of determining whether the requisite amount of its contributions have been deposited into the Trust Fund in accordance with the provisions of this Article. The UNION shall cooperate with the COMPANY and shall require the trustees of the Trust Fund to cooperate with the COMPANY in any audit that the COMPANY may conduct.

L. The UNION shall indemnify, defend and hold harmless the COMPANY and Palm Beach County from and against all claims, demands, suits, causes of actions and liability, and for all attorney fees and costs, including all costs of appeals, arising out of or related to the establishment, implementation, maintenance, operation, or administration, amendment or termination of the Trust Fund

M. Neither the Plan nor the trustees of the Trust Fund are an intended third party beneficiary of any provision of this Labor Management Agreement and shall not have the rights to enforce any obligations of the COMPANY under the Labor Management Agreement.

N. Section 3 of Article 37 pertaining to the Supplemental Health Insurance Trust Fund will not be funded during the term of this agreement.

ARTICLE 38
UNIFORMS ALLOWANCE

SECTION 1. Employees in Operations and Maintenance shall be required to wear uniforms while on duty in accordance with the specifications of the COMPANY and as specified herein.

SECTION 2. MAINTENANCE: Employees in Maintenance shall be furnished one (1) clean rental uniform for each scheduled shift.

Maintenance employees shall be required to wear safety shoes. Each employee will be provided with one new pair of COMPANY approved safety shoes annually, and an additional pair as needed and if approved by the Director of Maintenance or their designee. A maintenance employee may receive a maximum of two (2) pairs of safety shoes per year not to exceed the amount of the voucher per pair of safety shoes.

SECTION 3. OPERATIONS:

A. Bus Operators shall be subject to the COMPANY Uniform Wear Policy and Procedures dated July 26, 2016. Newly hired full-time Bus Operators shall be provided four (4) uniform shirts to wear during their training period. Upon successful completion of the training period, newly hired full-time Bus Operators shall be provided the remaining uniform items,including the one (1) additional shirt, to complete the full set of five(5) uniform shirts, along with the additional uniform items as outlined below.

Knee length skirts for women
Trousers
Blue long or short-sleeve shirt
Black close-toed shoes (no heels in excess of one (1) inch, or open back shoes)
Palm Tran Logo cap
Wind breaker or cadet jacket
Black Belt with a Silver Buckle
Blue Vest
Blue Tie or Blue Lady's Cross-over
Set of Epaulets
Sliver ID Badge with Operator Number

The approved vendor and/or manufacturer for all uniform garments shall be designated by the COMPANY and the COMPANY shall inform employees where the garments can be obtained.

B. If an employee is terminated or resigns prior to completion of one(1) year of

service, the pro-rated cost of the uniforms will be deducted from the employee's final check.

C. Vouchers will be issued to each Full-time Bus Operator who has been in continuous service of the COMPANY for at least one (1) year, for the purchase of approved uniforms and shoes. Each eligible Operator will receive a voucher in the amount of $550 for approved uniforms and shoes each year in the second pay period in February. For employees unable to obtain approved shoes from the vendor, the employee must present an image, description and cost of an alternative shoe to the Director of Operations or designee for approval prior to purchase. Once approved, the employee will be reimbursed up to $550 annually upon presentation of an acceptable receipt. Reimbursements shall be subject to payroll taxes. New employees hired between March 1st and November 30th will receive their voucher on their hire date, then annually thereafter. The credit must be used in the contract year issued and any unused balance in that year cannot be carried forward; transferred to any other operator or person; used to purchase items for another person; and cannot be redeemed for cash.

D. Uniforms worn by employees while working shall be required to be clean, neat and in serviceable condition, absent of rips, holes and stains. In the event that employee reports to work with an unacceptable uniform, the COMPANY at its sole discretion shall have the right to send an employee home and thereby, the employee will lose their pay assignment for the day or remainder of the day.

E. Each Part-time Bus Operator will receive a voucher in the amount of $275 for approved uniforms and shoes each year in the second pay period in February. For employees unable to obtain approved shoes from the vendor, the employee must present an image, description and cost of an alternative shoe to the Director of Operations or designee for approval prior to purchase. Once approved, the employee will be reimbursed up to $275 annually upon presentation of an acceptable receipt. Reimbursements shall be subject to payroll taxes. New employees hired between March 1st and November 30th will receive their voucher on their hire date, then annually thereafter. The credit must be used in the contract year issued and any unused balance in that year cannot be carried forward; transferred to any other operator or person; used to purchase items for another person; and cannot be redeemed for cash."

SECTION 4. Employees will be required to display a Palm Tran ID/Security badge on their uniform at all times while on duty.

ARTICLE 39
PALM TRAN IDENTIFICATION CARDS/SECURITY BADGES

SECTION 1. The COMPANY agrees to furnish Palm Tran ID/Security Badges to all employees free of charge. Employees who resign or are terminated must surrender all issued Palm Tran/dependent identification card(s) prior to receipt of their final check.

SECTION 2. Palm Tran picture identification card can be issued to employees current spouse and children under the age of eighteen (18), unless they are a full time student then up to age twenty-five (25) years old.

ARTICLE 40
TUITION REIMBURSEMENT - SAFETY & TRAINING

SECTION 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.

If a change in work assignment causes an employee to have a conflicting schedule with a pre-approved course, the COMPANY and the UNION will make a joint effort to accommodate the employee's need to be off to attend class.

SECTION 2. TRAINING PROGRAMS: To achieve the mutual objective of qualifying bargaining unit employees for upward mobility within the COMPANY, and to insure that employees are properly trained for the duties of their existing position, the COMPANY may from time to time schedule employees' safety or training classes or programs. The cost of the training programs shall be borne by the COMPANY.

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

Such training and re-training may include, but not be limited to, training on operation of new vehicles or equipment, Drug Free Work Place training, sexual harassment training, training for maintenance certifications required by law, safety training and

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

SECTION 3. Employees scheduled for training which is not scheduled immediately before, immediately after or during their normal shift or "Run" will be paid a minimum of two (2) hours of pay or the actual training time, whichever is more, at their appropriate rate of pay.

SECTION 4. The COMPANY and the UNION agree to meet at the request of either party for the purpose of exchanging information concerning the overall training of employees within the Bargaining Unit. The UNION will make recommendations to the COMPANY relative to the training needs of the employees, and the COMPANY will consider its recommendations.

SECTION 5. Employees required to work in excess of 40 hours per week due to training will be paid the overtime rate of pay (1½ times their base rate of pay) for hours worked over 40 hours per week.

ARTICLE 41
PENSION PLAN

SECTION 1.

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

B. The Employee's Retirement Plan of Palm Tran., - Amalgamated Transit Union Local 1577 Pension Plan (Plan) and the Palm Tran, Inc. - ATU Local 1577 Restated Agreement and Declaration of Trust, as amended (Trust) are Incorporated by reference and made a part of this AGREEMENT.

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

SECTION 2. EMPLOYEE contributions to the Plan shall be based on a percentage of gross pay as follows:

Contribution Rate of Current Employees: 3.00%

SECTION 3. Participation in the Pension Plan will commence on the first day of full-time employment. Enrollment in the Plan is mandatory for all full-time Bargaining Unit employees.

SECTION 4. Following the Plan's annual actuarial valuation approved by the trustees and submitted to the State Actuary, one or more trustees may recommend a change to Plan benefit or contribution levels based upon the applicable valuation. Within ninety (90) days after the recommendation, either party to this AGREEMENT may request the commencement of labor negotiations concerning changes to benefits or contributions. If an agreement is not reached, either party may declare impasse and the parties may proceed to impasse. Nothing contained herein shall prevent either party from notifying the other that it wishes to negotiate herein shall prevent either party from notifying the other that it wishes to negotiate Article 41 as provided in Article 49 of the AGREEMENT.

SECTION 5. In the event of a conflict between the provisions of Plan Documents and this AGREEMENT, the provisions of this AGREEMENT shall control.

ARTICLE 42
EMPLOYEE PROTECTION – WORKER'S COMPENSATION

SECTION 1. Employees injured while on duty shall receive Workers' Compensation benefits including weekly indemnity payments in accordance with Florida law. Employees must use accrued sick or vacation time to cover the seven (7) day waiting period required by Workers' Compensation prior to the initiation of weekly indemnity payments, and for absences covered under this article where indemnity payments are not applied (i.e. appointments, treatments, travel to appointments).

SECTION 2. Each employee shall immediately report any on-the-job injury to his supervisor or to the dispatcher on duty. The COMPANY's Workers' Compensation program for Palm Tran shall be administered by the Palm Beach County Occupational Health Care Clinic. Injured employees will be required to comply with the procedures established by the COMPANY and Palm Beach County Occupational Health Care Clinic.

SECTION 3. Employees on Workers' Compensation who have been released for light-duty by the attending physician shall be returned to work in a light-duty status for a period not to exceed ninety (90) days per year.

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

An employee on light-duty will be required to submit to the Palm Beach Occupational Health Care Clinic a doctor's statement, completed by the doctor, which includes the Doctors recommendation of the employee's ability to perform duties (including limits, if any, on lifting, stooping, bending, etc.)

The following are examples of possible duties for employees on light duty; Telephone Information, office and field work, sweeping/cleaning of the maintenance area, picking up trash in yard with stick poker, cleaning and dusting shelves in parts room, delivering items between garages, checking inventory, filing paperwork, checking passenger loads at various time points, running mileage between time points, doing customer surveys on buses, checking the bus lights and fare boxes at bus pull-out, and other duties as agreed to by the COMPANY and the UNION.

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

The COMPANY will adhere to the Workers' Compensation Law and any changes thereto.

SECTION 4. Employees must return to work after being on Workers' Compensation within seven (7) calendar months following the date they were placed out on Workers' Compensation leave. If the employee is unable to return to work, they will be considered for alternate placement with the County into another position for which they qualify.

If alternate placement does not occur, the Company may terminate the employee. If an employee is terminated pursuant to this provision, the eligibility for Workers' Compensation benefits shall not be affected.

SECTION 5. Employees terminated due to Workers' Compensation will be given consideration for re-employment at such time as they are determined medically able. If re-employed within a year, the employee's seniority will be reinstated.

ARTICLE 43
TOOL REQUIREMENTS

SECTION 1. Maintenance employees who are required by the COMPANY to furnish their own tools and have completed one (1) year probation shall be eligible for an annual tool replacement allowance. Annual allowances shall be paid on the first (1st) full payroll in March each year to Maintenance employees. Tool receipts will be required to be eligible for tool allowance and must be presented to the superintendents in the following classifications:

Classification	
Maintenance Technician	$ 1000.00
Technician Trainee	$ 700.00
Electronics Technician	$ 1000.00
Paint & Body Specialists	$ 1000.00

SECTION 2. Maintenance Classifications, except Utility Workers and Storekeepers, will be required to maintain an inventory of tools necessary to meet the daily needs of their Classification. A minimum required list of tools for each Classification shall be developed and maintained by the Maintenance superintendents. An inventory of tools shall be conducted to establish that each employee has the minimum required tools. Employees not maintaining the minimum will not receive a tool allowance.

SECTION 3. Employees hired into the classification of Technician Trainees, Electronics Technician and Paint and Body Specialist will be provided a tool allowance in the amount of $700.00 to assist in the purchasing of required tools. The allowance will be paid within thirty (30) days of the employees start date. Employees who do not complete probation will have the tool allowance deducted from their final check.

ARTICLE 44
TRAINING AND SHIFT DIFFERENTIAL PAY

SECTION 1. In addition to the wages provided for in this AGREEMENT, the COMPANY shall pay employees training and shift differential pay as provided for herein.

SECTION 2. MAINTENANCE EMPLOYEES SHIFT DIFFERENTIAL PAY: Employees working Maintenance shifts shall receive an additional four percent (4%) per hour for all hours worked during the second or third shift.

SECTION 3. OBSERVATION and PLATFORM TRAINING PREMIUM:

(a) All full-time bus operators when required by The COMPANY to provide oversight of a bus operators duties while a student bus operator observes them, shall receive one dollar and fifty cents ($1.50) cents per hour in addition to their regular straight-time hourly rate of pay for all hours required to provide oversight of a bus operators duties to student bus operators. This is OBSERVATION Training.

(b) The COMPANY will assign Platform Instructors for training in seniority order from a list of qualified "Regular Bus Operators" who have selected the route as their regular "Run" or from "Extra Board Operators" if no "Regular Bus Operator" is qualified.

In an effort to ensure all qualified Platform Instructors have the opportunity to perform the duties of an Instructor the Company and Union agree that the assignment of Platform Instructors may not strictly follow the Seniority list. This exception must be agreed upon prior to its implementation.

(c) Platform instructions shall receive $2.75 per hour in addition to their regular straight-time hourly rate of pay for all hours that they are providing instruction to student bus operators. This stipend is payable to all Platform Instructors while training students in revenue service, during classroom instruction and on closed course maneuvering training. An employee performing the duties of a Platform Instructor will be compensated, at minimum, the same amount of time as if they were working their assigned bid.

(d) In order to become certified and maintain certification as a bus Platform Instructor, one must:

(i) Annually, undergo a Platform Instructor Training Program administered by Safety and Training Section and certified on their qualifications for continued participation in the program.

(ii) Have been a full-time bus operator for a minimum of two (2) years.

(iii) Have had no preventable accidents for period of one (1) previous year.

(iv) Have no more than six (6) sick occurrences and no more than two (2) miss-outs within a twelve (12) month rolling period during the previous one (1) year period;

(v) Have had no disciplinary action beyond a written warning imposed during the previous two (2) year period; Platform instructors deemed no longer certified (see i,ii,iii,iv,v) will be removed from the platform instructor roster.

ARTICLE 45
WAGES AND OTHER PAY

SECTION 1. BUS OPERATOR WAGES: Wages for Bus Operator employees during the term of this AGREEMENT shall be in accordance with the provisions set forth below. All wage rates shall become effective as specified herein.

Bus Operators

STEPS	10/1/2025	10/1/2026	10/1/2027
Step 1 Zero to 12 months	$20.000	$20.000	$20.000
Step 2 Over 12 months to 24 months	$20.250	$20.250	$20.250
Step 3 Over 24 months to 36 months	$20.500	$20.500	$20.500
Step 4 Over 36 months to 48 months	$20.950	$20.950	$20.950
Step 5 Over 48 months to 60 months	$21.400	$21.400	$21.400
Step 6 Over 60 months to 72 months	$21.800	$21.800	$21.800
Step 7 Over 72 months to 84 months	$22.050	$22.050	$22.050
Step 8 Over 84 months to thereafter	$30.200	$31.110	$32.300

A. Effective the beginning of the first full pay period following October 1, of each fiscal year, the Bus Operators currently in steps 1 through 8 will receive the new wage rate.

B. Bus Operators hired prior to October 1, 2015 shall progress one step effective the beginning of the first full pay period following October 1 of FY 2026, FY 2027 and FY 2028. Bus Operators hired after October 1, 2015 shall progress one step effective the beginning of the first full pay period following their anniversary date in FY 2026, FY 2027 and FY 2028. Bus Operators shall progress in the same manner one step each fiscal year thereafter, subject to Section 3 below.

All Employees at the same step will be paid the same rate of pay, and all employees at Step 8 will be paid the top rate of pay, as adjusted annually on October 1 as outlined above.

SECTION 2. MAINTENANCE & STOREKEEPER WAGES: For FY 2026, FY 2027, and FY 2028, Wage Rates for Maintenance & Storekeeper employees, as listed below, will be effective the beginning of the first full pay period following October 1st of each Fiscal Year.

Maintenance & Storekeepers

JOB CLASSIFICATION	FY2026	FY2027	FY2028
Maintenance Technician	$34.805	$35.501	$36.211
Technician Trainee	$28.980	$29.560	$30.151
Electronic Technicians	$32.617	$33.269	$33.935
Paint and Body Specialists	$34.805	$35.501	$36.211
Utility Workers	$20.686	$21.099	$21.521
Storekeepers	$25.340	$25.847	$26.364

SECTION 3. FUTURE INCREASES OR ADVANCEMENTS: The Bus Operators step wage progression shall continue after the expiration of this AGREEMENT unless and until changed through the collective bargaining process; provided, however, that Bus Operators shall not receive step/wage progression increases in any fiscal year in which the Board of County Commissioners does not provide wage increases for all the County's general, non-management, non-represented employees.

SECTION 4. LEAD WORKER PAY: Maintenance employees working as a Lead Worker will receive their current hourly wage plus $1.00 per hour for all hours worked as a "Lead Worker".

SECTION 5. MAINTENANCE TECHNICIAN CERTIFICATION PAY: During this contract, Maintenance Technicians who receive ASE Certification will receive a lump sum incentive of $50 per fiscal year per certification.

SECTION 6. ON THE JOB TRAINING: Technicians who are asked or assigned by the Training Instructor or Supervisor to give on the job training or have a Technician Trainee work with them, will receive $1.00 per hour in addition to their regular hourly rate of pay, for each hour they are training. If they are working on overtime while training, the rate would reflect a 1 ½ rate.

SECTION 7. RETROACTIVE WAGES: Retroactive payments under Sections 1 & 2 will be paid within the first four pay periods after the Board of County Commissioners ratification of this AGREEMENT.

ARTICLE 46
NEPOTISM

SECTION 1. GENERAL PROVISIONS: "An officer...or employee of an agency in whom is vested the authority by law, rule, or regulation, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in an agency (Florida Statute 112.3135).

SECTION 2. A Palm Tran official may not appoint, employ, promote, advance, or advocate for advancement any individual who is a relative of the official to a position in the agency in which they are serving or over which they exercise jurisdiction or control.

Applications for employment of relatives of Palm Tran employees must receive prior approval of the Executive Director to assure that no managerial conflict exists.

SECTION 3. DEFINITION OF RELATIVE: A "Relative" with respect to a Palm Tran official is spouse, parent, child, sibling, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

ARTICLE 47
WAIVER

SECTION 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.

ARTICLE 48
SEVERABILITY

SECTION 1. This AGREEMENT shall be subject to and subordinate in all respects to any present or subsequent Federal or State law or regulation to the extent that any of the provisions herein contained are in conflict therewith, such provisions or portions thereof shall become null and void and the remaining portions shall remain in full force and effect.

ARTICLE 49
DURATION OF AGREEMENT

SECTION 1. This AGREEMENT for Fiscal Years 2025-2026, 2026-2027, and 2027-2028 will run through September 30,2028 and shall be in full force and effect from the date of ratification by the UNION and the COMPANY. Any time after April 1, 2028, either party may notify the other party in writing that it wishes to add to, delete from, amend or modify the Agreement. Such notice will contain the title of the Article(s), which the party desires to add to, delete, amend or modify. The party so notified will, within thirty (30) days of its receipt of such notice, then advise the other party, in writing, as to which Article(s), if any, it wishes to add to, delete, amend, or modify. Negotiations will begin at a time(s), which is mutually agreeable to the parties. In the event the parties cannot reach an agreement on any said proposed additions, deletions, changes or modifications, and if either or both parties declare an impasse, then such items as are at impasse shall be resolved as provided by Florida law.

SECTION 2. If no agreement shall have been reached by the parties within (30) days from the expiration of said term of this AGREEMENT, the Public Employees Relations Commission of the State of Florida shall be notified of the existence of a dispute.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed and signed by their duly authorized representatives as of this 10th day of March, 2026.

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

By: _____
Joseph Abruzzo
County Administrator

By: _____
Ivan Maldonado, Executive Director
Palm Tran

AMALGAMATED TRANSIT UNION
LOCAL NO. 1577
A.F.L.-C.I.O.-C.L.C.
WEST PALM BEACH, FLORIDA

By: Iran Acevedo
Iran Acevedo, President

By: Sharon Maraj
Sharon Maraj
Financial Secretary/Treasurer

Ratified by the AMALGAMATED TRANSIT UNION, Local 1577, on _____.

ATTEST:

By: _____
Sharon Maraj,
Secretary/Treasurer

By: _____
Iran Acevedo, President

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

ATTEST: MIKE CARUSO
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
DEPUTY CLERK

By: _____
Sara Baxter, Mayor

Approved as to form and legal sufficiency:

By: _____
County Attorney

LETTER OF UNDERSTANDING

PALM BEACH COUNTY BCC AND ATU LOCAL 1577

Article 41: Pension Plan

Palm Beach County and the ATU mutually agree to commission an actuarial study, paid for by the Palm Tran-ATU Local 1577 Pension Plan, to evaluate the feasibility of adding a Deferred Retirement Option Program (DROP) to the Palm Tran Pension Plan, to include a total comprehensive benefit to benefit comparison between the Palm Tran- ATU Local 1577 Pension Plan and the Florida Retirement System (FRS).

Within 60 days of the completed study, the Parties further agree to reopen Article 41: Pension Plan of the 2025-2028 Labor-Management Agreement in order to negotiate in good faith whether to include a DROP into the Palm Tran Pension Plan.

Signatures below indicate agreement of the parties to the conditions set forth above.

Iran "Joe Acevedo, President ATU Local 1577

Ivan Maldonado, Executive Director
Palm Tran

Amalgamated Transit Union
Local 1577

Management Representative

1003 Belvedere Road
Suite 3
West Palm Beach, FL 33405
(561) 655-3315
Fax (561) 655-2919

January 07, 2026

Ivan Maldonado, Executive Director
Plam Tran Inc.
3201 Electronics Way
west Palm Beach, Florida 33407

Sent via email Only

Mr Ivan,

This is to inform you that the Members of Amalgamated Transit Union Local 1577 voted to Ratify the Agreement we tentatively reached. We are requesting that the Agreement be submitted to the Palm Beach County Board of Commissioners for Ratification.

Sincerely,

Iran J Acevedo

President/Business Agent

p.c. Joseph Abruzzo

Todd Bonlarron

Betty Garrett

"Freedom Through Organization"
AFFILIATED WITH THE A.F.L. - C.I.O. - C.L.C.

Amalgamated Transit Union
Local 1577

Management Representative

1003 Belvedere Road
Suite 3
West Palm Beach, FL 33405
(561) 655-3315
Fax (561) 655-2919

January 07, 2026

Ivan Maldonado, Executive Director
Plam Tran Inc.
3201 Electronics Way
west Palm Beach, Florida 33407

Sent via email Only

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Sincerely,

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