AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BROWARD COUNTY AND AMALGAMATED TRANSIT UNION, LOCAL 1267

During collective bargaining for the FY 1999/2000, 2000/2001, 2001/2002 contract, the Union requested consideration of a proposal for an early exit program. The parties entered into a Letter of Understanding, dated October 8, 1999, which created a Labor Management Committee to explore the feasibility and impacts of such a program. The parties mutually developed and agreed upon the attached Voluntary Early Exit Program as an amendment to the current agreement for implementation in the second year.

The parties hereto have caused this Agreement to be executed and signed by their respective duly authorized representatives, as of this 19th day of September 2000.

Amalgamated Transit Union
Local 1267.

[Signatures]
President

[Signatures]
Vice President

James Malone
Representative

[Signatures]
Representative

Board of Broward County Commissioners

[Signatures]
Commission Chair

[Signatures]
County Administrator

Robert Ruth
Mass Transit Division

[Signatures]
Human Resources
Voluntary Early Exit Program Guidelines

A. **Purpose:** The purpose of the Voluntary Early Exit Program is to provide a one-time monetary incentive to eligible employees for their early exit from County employment in fiscal year 2000/2001.

B. **Eligibility:** An employee is eligible for the Voluntary Early Exit Program if:

1. he or she is employed in a classification that is covered by the labor agreement between Broward County and Amalgamated Transit Union, Local 1267 (i.e., Bus Operator, Part-time Operator, Crew Vehicle Operator, Utility Person, Storekeepers, Coach Service Attendant, Mechanic); and

2. he or she has a minimum of ten (10) years of continuous employment with Broward County as of the date determined, at least five (5) of which will have been consecutive with the Mass Transit Division. The program will be limited to a maximum of twenty (20) employees. If more than twenty (20) employees apply, eligibility will be determined by continuous service from date of most recent appointment with the Mass Transit Division.

C. **Notice:** In accordance with the Age Discrimination and Employment Act (ADEA) and the Older Workers Benefit Protection Act (OWBPA) and its implementing regulations, 29 C.F.R. § 1625.22 (1998), notice of the Voluntary Early Exit Program will be provided to all eligible employees at least forty-five days (45) prior to implementation of the program. The Notice will:

1. Make available, upon request, a listing of job titles and ages of all individuals in the bargaining unit who are eligible for the Program as well the individuals in the bargaining unit who are not eligible;

2. Require participating employees to certify that they have obtained and/or
understand information on benefit options available following separation; and

3. Provide a copy of these Guidelines and the Voluntary Separation Agreement and Waiver for employees to review with counsel of his or her choosing prior to execution of a Voluntary Separation Agreement and Waiver.

B. **Effective Dates and Revocation Period:** Those eligible employees who wish to participate in the Voluntary Early Exit Program will enter into a Voluntary Separation Agreement and Waiver. The employee may revoke the Voluntary Separation Agreement and Waiver at any time within fourteen (14) calendar days by providing written notice to the Director of Mass Transit. Thereafter, the Agreement and Waiver will become irrevocable, and will effectuate the employee’s separation on the date specified.

C. **Incentive and Other Payouts:** Upon separation, eligible participating bargaining unit employees will receive an exit incentive as well as payment for all unused leave balances normally paid (less appropriate payroll deductions) in accordance with the County policies and the labor agreement, as follows:

1. A single lump sum payment will be made upon separation that is equal to $10,800.00 payable with the last paycheck issued to the employee.

2. Payment for earned but unused annual leave, in accordance with the collective bargaining agreement and County policy.

3. Payment for earned but unused sick leave, in accordance with the collective bargaining agreement and County policy.

4. The exit incentive does not count toward retirement calculations in the Florida Retirement System.
D. **Employee Responsibilities**

1. Employees entering a Voluntary Separation Agreement and Waiver will be required to certify that he or she has obtained and understands information regarding the differences in continuation of benefits depending on whether the separation is a regular resignation or a retirement under the Florida Retirement System.

2. Employees are responsible for any financial and/or tax planning related to his or her decision to participate in the Voluntary Early Exit Program.

3. Any employees who separate under this Program, and later seek re-employment with the County, must do so in accordance with rules of the Florida Retirement System, if applicable. Employees will return at the entry rate of pay.

4. Employees participating in the Voluntary Early Exit Program are still subject to all rules, regulations and procedures during the remaining period of his or her employment with Broward County. Upon separation from employment he or she is still subject to all rules, regulations and procedures regarding his or her separation from County employment, including, but not limited to:

   a. The return of all applicable, appropriate County property;

   b. The payment of any debts or expenses owed to the County;

   c. The payment of appropriate withholding of such as amounts as determined necessary to fulfill any federal, state or local wage or compensation withholding requirements.
EXHIBIT 3

Voluntary Early Exit
Separation Agreement and Waiver

This AGREEMENT is entered into between BROWARD COUNTY DIVISION OF MASS TRANSIT (hereinafter, the “County”), AMALGAMATED TRANSIT UNION LOCAL 1267 (hereinafter, the “Union”), and ______________________ (hereinafter, the “Employee”), this ______ day of _______________, 2000.

The parties to this AGREEMENT acknowledge that in conjunction with collective bargaining the County and the Union have mutually developed, agreed upon and received authorization to implement a Voluntary Early Exit Program (hereinafter, the “Program”).

Therefore, in accordance with Program guidelines the parties agree to the following:

1. The Employee hereby certifies that he (she) has been provided, upon request, any necessary Program information and notice in accordance with the Age Discrimination and Employment Act (ADEA) and the Older Workers Benefit Protection Act (OWBPA) and its implementing regulations, 29 C.F.R. § 1625.22 (1998), including eligibility factors, applicable time limits, job titles and ages of all individuals who are eligible for the Program and job titles and ages of all individual in the bargaining unit who were not eligible for the Program.

2. The Employee hereby acknowledges that he (she) has been given forty-five (45) days within which to consider whether to sign this Agreement.

3. The Employee agrees and has this day executed and given to the County an Early Exit Separation Notice which will become irrevocable fourteen (14) calendar days following the execution of this Agreement. The Notice will become effective on the ______ day of ________, 2000.

4. The Employee understands and agrees that he (she) may revoke the Notice, in writing, within fourteen (14) calendar days following the date of signing. Such revocation shall not be valid or effective unless personally delivered or sent by mail and post marked no later than the fourteenth day after signing the Notice. Any such revocation must be directed to “Director”, Mass Transit Division, and must state, “I hereby revoked the Early Exit Program Voluntary Separation Agreement and Waiver”.

5. The County will provide the following exit incentive and payouts (less appropriate payroll deductions) to the Employee:

a. A single lump sum payment upon separation equal to $10,800.00, payable with the last paycheck issued to the employee and subject to appropriate deductions. It is understood this single lump sum does not count toward retirement calculations in the Florida Retirement System.

b. Payment for earned but unused annual leave in accordance with the collective bargaining agreement and County policy.

c. Payment for earned but unused sick leave in accordance with the collective bargaining agreement and County policy. That is, if separation is a regular resignation, payment for 25% of a maximum 960 hours of unused accumulated sick leave; If separation is a retirement under the Florida
Retirement System payment for 50% of a maximum 960 hours of unused accumulated sick leave.

6. The Employee acknowledges that the payment by the County of the money or benefits pursuant to this Agreement constitutes adequate consideration for the rights and claims he/she is waiving under this Agreement and for the obligations imposed upon him (her) by virtue of this Waiver.

7. The Employee hereby certifies that he/she understands the conditions for continuation of health insurance.

8. The Employee agrees that he/she is responsible for any financial and/or tax planning related to his or her participation in the Program.

9. The Employee understands and agrees that should he/she later seek re-employment with the County, he/she must do so in accordance with the County rules and procedures in effect at the time of re-employment and the rules of the Florida Retirement System, if applicable. He or she will return at the entry rate of pay for the classification in a bargaining unit position.

10. The Employee understands and agrees that he/she is still subject to all rules, regulations and procedures during the remaining period of his or her employment with Broward County. The Employee further understands and agrees that upon separation he/she is still subject to all rules, regulations and procedures regarding his or her separation from County employment, including, but not limited to:

   a. The return of all applicable, appropriate County property;
   b. The payment of any debts or expenses owed to the County;
   c. The payment of appropriate withholding of such as amounts as determined necessary to fulfill any federal, state or local wage or compensation withholding requirements.

11. The Parties agree that neither this waiver nor the furnishing of any consideration under this Waiver shall be construed as an admission of any liability or unlawful conduct.

12. The Employee promises not to sue the County, its officers, agents, or employees concerning any claim that he/she might have relating to his/her employment with Broward County or the termination of that employment or the validity of this Agreement and Waiver.

13. The Employee agrees that this Agreement and Waiver does not limit the rights of any government agency or his or her right of access to any government agency. However, with respect to the claims the Employee is waiving herein, the Employee agrees that he/she is waiving not only his/her right to recover money or other relief in any action that he/she might institute, but also that he/she is waiving any right to recover money or other relief in any action that might be brought on his/her behalf by any other person or entity, including but not limited to the United States Equal Employment Opportunity Commission or any other federal, state or local government agency or department.

14. By signing below, the Employee certifies that he/she is of lawful age and, in consideration of the terms of this Agreement and Waiver, agrees to release the County and all officers, agents, and employees of the County, in their official and individual capacities, from all claims past or present against all or any of them arising out of or in any way related to the events which gave rise to this Agreement and Waiver. The Employee expressly acknowledges and agrees that this Agreement and Waiver includes without limitation any claim or lawsuit arising under the Age Discrimination in Employment Act, Title VII of
the Civil Rights Act, The Equal Pay Act, the National Labor Relations Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Florida Civil Rights Act and any other federal or state statute or local ordinance or any common law cause of action including, without limitation, claims for breach of contract, wrongful discharge, or claims of personal injury. The Employee also understands that this document does not waive any rights or claims that may arise after the date the Agreement and Waiver are executed.

15. The Employee acknowledges further that he/she has received and reviewed this AGREEMENT AND WAIVER prior to its execution and has been afforded an opportunity to consult with counsel or a representative of choice.

THE UNDERSIGNED HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS OF THE LATEST INDICATED DATE AND TIME BELOW.

SIGNED:  

(Date)  (Employee)  

(Date)  (Union)  

(Time)  (Date)  (County)  

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<th>Total costs in FY 2001 (5)</th>
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<th>Net savings in FY'01 (7)</th>
<th>Total savings in FY'02 (8)</th>
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NOTES:

1. Of the total 308 employees that will have 10 or more years of County service as of December 31, 2000.
2. Lump-sum payout of $10,800 per employee.
3. 7.65% of the total amount of cash payout.
4. New employee training costs are estimated based on the following assumptions:
   - Temporary BPNs will be created for a period of 8 weeks to train new employees
   - Trainees will be paid $7.68/hour for a period of 8 weeks + fringe benefits.
5. Excluding annual and sick leave payouts.
6. These estimates assume that the positions that become vacant are filled at entry-level pay rate as of January 1, 2001. The savings are generated by the difference between the average pay rate of eligible employees ($17.48 per hour) and the entry-level pay rate of a Bus Operator ($12.73 per hour). It is assumed that the newly hired employees would be receiving 50 cents/hour raises every 10 months for a period of 50 months.
7. FY'01 savings less total costs.
8. Total annual savings in FY'02-05.

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