

A G R E E M E N T

- Between -

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

- And -

AMALGAMATED TRANSIT UNION, Local 1267

Effective FY

2023/2024, 2024/2025, 2025/2026

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AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2023, by and between THE BROWARD BOARD OF COUNTY COMMISSIONERS, its successors and assigns, hereinafter referred to as the County, Employer or Transportation Department, and AMALGAMATED TRANSIT UNION, LOCAL 1267, hereinafter referred to as the Union.

WITNESSETH:

That the parties hereto hereby agree as follows:

ARTICLE 1
RECOGNITION

Section 1: The County recognizes the Amalgamated Transit Union, Division 1267, AFL-CIO-CLC as the sole and exclusive bargaining representative of the employees employed by the County in the following described Bargaining Unit, pursuant to the State of Florida Public Employees Relations Commission Certification (“PERC”) Certification No. 361, PERC Case No. RA-77-027, and as may be amended by mutual agreement of the parties:

INCLUDED: All employees employed by the Employer in its Transportation Department, including operators, mechanics, junior mechanics, paint and body technicians, storekeepers, utility employees and coach service attendants¹.

EXCLUDED: All supervisors, professional employees, office clericals, managerial employees, confidential employees and guards.

Section 2: When the term employee is used in this Agreement, it shall mean an employee coming within the scope of this Agreement.

Section 3: The Union agrees to furnish the Employer with an up-to-date list of all officers and committee members and immediately notify the Employer of any change thereto.

¹ The inclusion of the job classification of the paint and body technicians was agreed upon by the parties in the Collective Bargaining Agreement dated 2017/2018 through 2019/2020 and shall be the subject of a Joint Petition for Unit Clarification filed with the State of Florida Public Employees Relations Commission. The inclusion of the job classification of junior mechanic was agreed upon by the parties in the Collective Bargaining Agreement dated 2023/2024 through 2025/2026 and shall be the subject of a Joint Petition for Unit Clarification filed with the State of Florida Public Employees Relations Commission.

ARTICLE 2
MANAGEMENT

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 Employer to manage and operate its property. Unless specifically limited by this Agreement, the Employer expressly reserves to itself the management, conduct, control, and operation of its business, the direction of its working forces, the establishment of rules which would not be contrary to or in conflict with this Agreement, instructions and regulations necessary for safe, proper and sound conduct of its business, the determination of the type, kind, make and size of equipment used by it and the determination of how, when, and where such equipment shall be used, all as they existed prior to the execution of this Agreement, that no unit employee will suffer a loss from their regular scheduled workweek as a result of the Employer's subcontracting.

ARTICLE 3
EMPLOYEE COOPERATION

The employees shall work at all times to the best interest of the Employer; they shall perform efficient service in their work; they shall operate and handle the Employer's vehicles carefully, safely, and with the utmost regard to the safety of passengers, the general public, and the equipment entrusted to their care, operators shall check the bus for minor defects such as all lights, horn, brakes, body damage, destination sign and so forth; they shall operate and handle the Employer's vehicles at all times in full compliance with the rules of the Employer; they shall give the riding public courteous and respectful treatment at all times to the end that the Employer'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 Employer and cooperate in the promotion and advancement of the Employer's interest.

ARTICLE 4
ANTI-DISCRIMINATION

Section 1: The Employer agrees that neither it nor any of its officers or supervisors will differentiate among, discriminate against, interfere with, restrain, or coerce employees because of membership in the Union or participation in the Union's regular activities, nor shall the Employer discriminate against any employee or group of employees for presenting to the Employer any complaint, dispute or grievance if carried through proper grievance procedures hereinafter provided, nor shall the Employer prevent any employee from the wearing of the Union's emblem on their uniform.

Section 2: The Union agrees that neither it nor any of its officers, members or agents will intimidate or coerce employees into membership in the Union.

Section 3: The provisions of this Agreement shall apply equally to all employees covered by this Agreement, without discrimination on the part of the Employer or the Union. There shall be no discrimination against anyone regarding hire or tenure of employment because of race, color, age, religion, sex (including gender identity, sexual orientation, pregnancy), disability, national origin or genetic information.

Section 4: Violations of this Article shall not be subject to the grievance and arbitration procedures established in Articles 11 and 12 of this Agreement. Instead, employees are encouraged to address concerns regarding discrimination through, as appropriate, other established channels such as the County's Professional Standards Section, the Equal Employment Opportunity Commission, the Florida Commission on Human Rights, or the Public Employees Relations Commission.

ARTICLE 5
COLLECTION OF DUES

The Union shall indemnify and hold harmless the County from any and all claims, demands, or expenses in connection with the County's participation in dues deduction.

ARTICLE 6

TIME OFF FOR UNION ACTIVITY

Section 1: Leave of absence without pay will be granted by the Employer to its employees to accept a position with the Union or with the International Union provided the Union shall give the Employer twelve (12) hours' notice and provided no more than two (2) employees shall be given leave of absence at the same time for Union reasons during any one period of time. Any employee who takes a leave of absence as provided by this Article shall, in addition to loss of pay, lose all benefits for the entire period of such leave of absence. During such leave of absence, the employee shall retain their seniority status. The employee's right to return to work for the Employer shall be contingent upon the Employer's existing rules and regulations, including the employee's physical capacity for performing the duties for which the employee was previously employed by the Employer. Officers of the Union on Committees of the Union shall have preference over all other members of the Union in securing leave of absence for business of the Union.

Section 2: The Union steward and a Union officer shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the employees and the Union. The job steward and the Union officer shall, within two (2) hours' notice, be permitted time off without pay to handle local grievances arising hereunder. The President, the Vice President, or Financial Secretary of the Union shall authorize a request for a Union member to be permitted time off for Union business, which employee shall be issued their regular check on the next regular payroll, for said absence.

The County will, for each year of this labor agreement, provide Local 1267 with a bank of 500 hours for Union business use. For any Union business hours used beyond 500 hours the County will invoice Local 1267 for said employee cost including Retirement and Social Security during said absence payable within three (3) days after invoice date, excluding Saturdays, Sundays and Holidays.

ARTICLE 7
LEAVE OF ABSENCE

Section 1: Leave of absence without loss of seniority for reasons other than union business or sickness may be granted for a period not to exceed ninety (90) calendar days at the sole discretion of the Employer. The County reserves the right to charge accrued annual leave for the absence of an employee who is away from work on an authorized extended leave of absence, other than vacation, not to exceed ninety (90) days.

Section 2: Employees returning to work after a leave of absence of thirty (30) days or more must be able to qualify for the job under the then existing qualifying standards of the Employer, and their compensation shall be at the then prevailing rate.

Section 3: Any leave of absence within the first twelve (12) months of employment shall not be considered as time worked or as service with the Employer within the meaning of any of the other provisions of this Agreement.

Section 4: Any employee selected or appointed to managerial or supervisory positions within the County shall be granted a leave of absence from the Union for a period not to exceed seventy (70) working days. During said requested leave, the employee's seniority shall be retained and accumulative. Any supervisory employee who wants to bid back in as a mechanic or an operator after the initial seventy (70) day period shall do so at the bottom of the applicable seniority list at the prevailing rate of pay.

Section 5: Parenting leave shall be granted upon written request and shall be treated the same as sick leave provided in Article 39.

ARTICLE 8

REDUCTION IN PERSONNEL - REEMPLOYMENT

Section 1: When it is necessary to reduce the regular forces of employees, layoffs of operators shall be in the reverse order of seniority as defined in Article 15 of this Agreement, and layoffs of maintenance employees shall be in the reverse order of seniority within each classification of maintenance employees as defined in Article 15 of this Agreement provided the employee retained is qualified to perform the job and was working in the classification required at the time of the reduction in force. For purposes of this Article regarding "Reductions in Personnel and Reemployment," "preference eligible" employee veterans as defined in Sections 1.01(14) and 295.07(1), Florida Statutes, and Section 55A-7.003 (14), Florida Administrative Code, shall receive as seniority with the employer their years and months of service on active duty in the United States Armed Services as set forth in Section 55A-7.015(2), Florida Administrative Code. Employees so laid off will retain and accumulate seniority rights during such layoff.

Section 2: When the regular forces of operators or maintenance employees are increased, former employees of the Employer who were laid off in accordance with Section 1 of this Article, shall be offered recall 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, and no more than two (2) years has elapsed since their last layoff.

Section 3: In the recall of laid off employees in accordance with Section 2 above, the following procedure shall be followed:

First: The Employer shall send each employee to be reemployed a letter to report for work by certified U.S. Mail, (return receipt). The letter shall be directed to the last known address of the

employee, with a copy simultaneously furnished to the Union. Employees who are laid off must continue to provide the Employer and the Union with a current mailing address or risk forfeiture of their right to recall/re-employment.

Second: Employees so notified to report for work after a reduction in force must report for work within fifteen (15) days after date of mailing of the recall/re-employment letter or they will lose their right to recall/re-employment.

Section 4: When a layoff exceeds thirty (30) days, the employee offered recall must be able to perform the work requirements under the then existing employment standards of the Employer. In the event that the employment standards have changed since the employee's layoff, the recalled employee shall have the opportunity to receive appropriate training on the same terms and conditions as other employees in order to comply with the new job requirements.

Section 5: The Union will be furnished copies of all layoff and recall notices to affected employee(s), simultaneous with notification to the employee(s).

ARTICLE 9
PHYSICAL EXAMINATIONS

Section 1: All employees shall submit to a physical examination as often as deemed necessary by the Employer. The expense of such physical examination shall be borne by the Employer, and the examining physician shall be designated by the Employer.

Section 2: As a condition of continued employment with the Employer, any physical examination above provided for must reveal the physical or mental fitness of the employee involved to perform the duties for which employee was employed.

Section 3: Should any required physical examination above provided for reveal the physical or mental unfitness of the employee involved to perform the duties for which employee was employed, employee may at employee's option have a review of the case in the following manner:

- A.** Employee 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 Employer. A copy of the findings of the physician so chosen by the employee involved shall be furnished to the Employer, and in the event such findings verify the findings of the physician employed by the Employer, no further medical review of the case shall be afforded.
- B.** In the event the findings of the physician chosen by the employee involved shall disagree with the findings of the physician employed by the Employer, the Employer and the employee involved shall, within five (5) days from such disagreement agree upon and

select a third (3rd) qualified, licensed and disinterested physician for the purpose of making a further physical examination of the employee involved. If the third (3rd) physician agrees to make a further physical examination of the employee involved, the employee must secure an appointment with the third (3rd) physician within five (5) days of such acceptance. The third (3rd) physician shall have five (5) days from the date of the physical examination of the employee involved within which to submit findings to the two (2) physicians previously selected by the Employer and the employee. The findings of the 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) physician shall be borne equally by the Employer and the employee.

- C.** In the event the findings of the third (3rd) physician agree with the findings of the physician employed by the employee, the employee shall be paid for the days employee was taken out of service but in no event for more than fifteen (15) days from the date the employee's physician made their findings known to the Employer's physician.

Section 4: Should any physical examination provided for above 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:

- 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 above provided, shall certify to their ability to safely do so, or
- B.** The employee involved shall be taken out of service and given a 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 above provided, shall certify to employee's physical and mental fitness to perform again the duties for which employee was employed; provided, however, such leave of absence shall not extend for a period of more than eighteen (18) months, and the seniority of the employee involved shall be unaffected thereby. Such a leave of absence shall further be subject to the provisions of the Article relating to leave of absence and any employee on leave of absence because of physical or mental unfitness and unable to perform employee's duties may be required to supply the Employer with a physician's report covering their condition at such interval, or intervals which the Employer may require. The limitation of leave provided in this Section may be extended only by mutual agreement between the Employer and the Union.

Section 5: Physicians employed by the other party, as required in this Article, shall be members of the American Medical Association or American College of Surgeons, except as permitted by mutual agreement between the parties.

Section 6: Employees will not be required to go for a physical examination on their day or days off.

Section 7: Any employee who is found temporarily incapable of fulfilling the duties for which they were hired or found permanently incapable of returning to the duties for which they were hired may be given preference in a job they are capable of doing over the hiring of new employees or train for a new position where possible, in the highest prevailing rate within the job classification where they are placed.

Section 8: Specified employees will be required to submit to a physical to be given by a physician of the County's choice, subject to the requirements of State Rule Chapter S-14.90 Equipment

and Operational Safety Standards Public Sector Bus Transit Systems. If such a physical is scheduled on the employee's day off, the employee shall be paid for the actual time necessary to undergo the physical at the employee's straight time hourly rate with a minimum guarantee of three (3) hours pay.

Section 9: Any Operator that is found temporarily incapable of fulfilling their duties as revealed by a biennial physical or a follow-up biennial physical shall be entitled to work light duty for a period not to exceed ninety (90) calendar days in a rolling 365-day period. For purposes of this Article, once an Operator is diagnosed by the County physician(s) to have an illness, then any subsequent diagnosis by the County physician(s) for that illness shall be considered as a follow-up to a biennial physical.

Any Operator that is found temporarily incapable of fulfilling their duties not revealed by a biennial physical or a follow-up to a biennial physical shall be entitled to work light duty sick for a period not to exceed ninety (90) calendar days in a rolling 730-day period.

An Operator is eligible to utilize light duty only after exhausting a waiting period of 40 hours per occurrence of light duty. The Operator shall utilize any accrued sick leave, or unscheduled, incremental annual leave during the waiting period. After exhausting accrued sick leave or incremental annual leave, the Operator may also choose to utilize annual leave during the waiting period. In the event that the Operator does not have accrued sick leave or incremental annual leave, and chooses not to use accrued annual leave, the remaining portion of the waiting period will be unpaid. These Light Duty Guidelines do not apply if an Operator is held out of service by management.

A. Light Duty Guidelines - The light duty lists below will be a guideline to utilize Workers Compensation employees first, then "personal" injury employees.

B. The time allowed for light duty will be limited to the medical recommendation, as agreed

to by the County and will not be considered a permanent change in assignment.

- C. An employee claiming personal injury and requesting light duty will be required to submit doctor's lines and the Alternate Duty Criteria and Guidelines form, completed by the doctor including their recommendation of the employee's ability to perform duties on the light duty list (including limits, if any, on lifting, stooping, bending, etc.).
- D. The following list possible duties with reasonable accommodations made on an individual basis:

Operations - Phone room, guard shack, information centers, office/field work, crew vehicle driving, other duties as agreed to by the County and the Union.

- E. Additionally, Bus Operators on Light Duty Sick only, (not Light Duty Workers Compensation) may be assigned to perform limited duties of Coach Service Attendants which they are physically able to perform and which shall be limited to the pick-up of light refuse, newspapers, paper or plastic bags left on the bus at outlying bus terminals, light cleaning of driver's area, and "scrapping" (i.e., the light sweeping of buses with a broom and dustpan with handle), if needed. It shall not consist of the pick-up of liquid or solid bodily fluids. The County shall provide employees assigned duties pursuant to this subsection, E., with paper coveralls and any other equipment/materials necessary to perform these duties at no additional cost to the employees.
- F. Operators that refuse or fail to comply with the requirements of their Light Duty Sick assignment will be required to utilize accrued leave time or, if exhausted, unpaid leave until they are fully cleared to return to work without restrictions.

ARTICLE 10

DISCIPLINE OF EMPLOYEES

Section 1: Whenever the County believes that an employee has violated any rule, regulation, or policy, or is otherwise subject to disciplinary action, the County will conduct an administrative review with the employee to discuss the possible violation.

An administrative review meeting shall be conducted by the Transportation Department. Prior to any administrative reviews and upon request of the employee or union, the County shall provide to the employee and union all documentation in the County's possession relating to the potential disciplinary matter. Nothing herein shall be construed to limit the County from raising additional information relating to the matter if newly discovered and not known to be available at the time of the administrative review.

All disciplinary actions must be issued to the employee or the union no more than sixty (60) days after charges have been preferred. If an administrative review is re-scheduled at the request of the Union or employee, the sixty (60) day period will be automatically extended by the same number of days by which the administrative review is delayed.

All charges preferred by the Employer against its employees for violation of its rules or other offenses must be preferred within ten (10) days after any such alleged violation or offense has been made known to the official or officials of the Employer or their designees. If the charges are not preferred within the time limits set forth herein, such alleged violation or offense shall be forever barred and extinguished, provided, however, that any violation of the rules pertaining to the mishandling of fares or misappropriation of the Employer's funds or property shall not come within the scope of the foregoing provisions of this Section. Additionally, any discipline meted out, other than fare violations, must be imposed within sixty (60) days after notification to the

employee of the preferred charges, except for disciplines relating to a criminal or Professional Standards Section investigation, as detailed in Article 10, section 13.

Section 2: If any employee is charged with an offense involving the mishandling of fares, drunkenness, possession or use of an illegal substance or the misappropriation of the Employer's funds or property, neither such charges nor discipline meted out in connection therewith shall be subject to the grievance and arbitration procedures provided for in this Agreement unless and until the grievance and/or demands for arbitration in such cases be accompanied by a signed authorization from the employee involved releasing the Employer and the Union to submit any and all information and facts pertaining to the case to whomever they may concern.

Section 3: When the Employer disciplines an employee and/or places a written entry of the incident in the employee's file, the employee and Union involved shall be furnished a copy of the entry. An employee may examine and copy from their own employee file at any reasonable time. After twenty-four (24) months all materials pertaining to discipline in an employee's file will not be used for disciplinary purposes.

Section 4: If, as a result of investigation or upon appeal, the discipline, suspension or dismissal of an employee is found to have been without just cause, the employee's record of the alleged offense will be cleared, and if time has been lost, the employee will be paid for such loss of time by the Employer in accordance with the amount employee would have received had employee not been held from service.

Section 5: Employees' personnel records are available for review during regular business hours consistent with the provisions of chapter 119, Florida Public Records Law.

Section 6: Any employee who is absent without leave for a period of three (3) consecutive workdays will be considered terminated. However, the Employer will hold the position for a period of ten (10) working days thereafter to permit the employee to register an excuse to be considered by the Employer and, if no excuse is authorized or accepted within the said ten (10) working days, the employee will be terminated.

Section 7: Employees shall not be formally reprimanded or disciplined in public or in the presence of other non-supervisory employees. Effective discipline or reprimand will be administered only by the Employer's supervisory personnel.

Section 8: No employee will be formally reprimanded without the presence of a Union representative if the employee to be reprimanded requested the presence of such Union representative.

Section 9: Official written communications between the Employer and the Union will be answered promptly by the party receiving them.

Section 10: The employer reserves the right to suspend employees without pay when the conduct of the employee constitutes insubordination, a violation of the County's Workplace Violence policy and drunkenness.

Section 11: The time limits set forth in this Article shall exclude Saturdays, Sundays, and holidays.

Section 12: Conferences with employees by management involving disciplinary issues shall be conducted at the employee's work location during the employee's scheduled work shift or before or after and contiguous with the employee's scheduled work shift. Employees attending such conferences shall be compensated at the employee's applicable rate of pay pursuant to Article 22.

Section 13: The above-mentioned time frames shall be tolled when possible disciplinary action is reasonably related to a criminal or Professional Standards Section investigation.

- Professional Standards Section Investigation: In cases of disciplinary action reasonably related to a Professional Standards investigation, disciplinary action must be issued no more than 60 days after receipt of the completed Professional Standards Section investigative report by the Transportation Department or 60 days after 270 days since the initiation of the Professional Standards Section investigation.
- Criminal Investigation: In cases of disciplinary action reasonably related to a criminal investigation, disciplinary action must be issued no more than 60 days after the criminal process is complete and made known to the Transportation Department.

ARTICLE 11

GRIEVANCES AND GRIEVANCE PROCEDURES

Section 1: A grievance is defined to be:

- A.** Any controversy between the Employer and the Union as to any matter involving the interpretation or application of the terms of this Agreement as set forth; and
- B.** Any controversy between the Employer and the Union as to whether or not an employee disciplined or discharged for violation of any rule of the Employer is guilty of such violation.

Section 2: In the settlement of a grievance under the terms of this Agreement, the following procedure shall be observed:

First: No grievance shall be entertained or considered unless it is presented in writing.

- A.** Within five (5) days after the incident was known by the Union or the employee of the facts which give rise to the controversy involving the interpretation or application of the terms of employment as set forth; or
- B.** Within five (5) days after the discipline or discharge of any employee for violation of any rule of the County or other offense.
- C.** Otherwise the grievance arising under Paragraph A or B above is deemed waived.
- D.** All grievances entered in written form will be answered in writing, stating any reason for the party's position and the provisions of the contract relied upon, and signed by the person responding.

Second: Any grievance presented in a due and timely manner, as herein above provided shall be processed as follows: the grievance of the aggrieved party shall be taken up by the

officers or committee of the Union or the designated official or officials of the Employer, and the parties shall meet within, but not exceed, five (5) days after the receipt of such grievance. Within not more than five (5) days thereafter, such grievance shall have been settled or arbitration shall have been demanded as hereinafter provided. If not so settled and if arbitration shall not have been so demanded by either Employer or the Union, such grievance shall be considered forever closed.

Section 3: The time limits set forth in this Article shall exclude Saturdays, Sundays, and holidays.

Section 4: All Bargaining Unit employees shall use the grievance procedure specified in this Article regardless of Union membership or lack thereof where a grievance as stipulated in this Article arises. The County agrees to furnish the Union with responses to each step of the procedure and notice of any arbitration hearing date.

ARTICLE 12

ARBITRATION AND ARBITRATION PROCEDURES

Section 1: If the parties are unable to reach a settlement of the grievance using the procedure outlined in Article 11, either party may submit the grievance to arbitration by serving notice to the other party by certified mail within six (6) days after the denial of the grievance in the grievance procedure of its intent to proceed to arbitration. Only grievances which have been filed in writing and processed in the manner and within the time limit set forth in Article 11 and this Article shall be subject to Arbitration.

Section 2: Within five (5) days after a union vote for arbitration or management's decision to proceed to arbitration, the party requesting arbitration shall apply to the Federal Mediation and Conciliation Service for a list of seven (7) qualified arbitrators. The parties shall confer within seven (7) days of the receipt of the arbitration list for the purpose of striking names from the list. The parties shall strike names from the list alternately and the moving party shall strike first. The arbitrator remaining after each party has three (3) strikes shall be named the arbitrator for the grievance.

Section 3: The Arbitrator shall not have any authority to add to, subtract from, amend, modify, ignore or nullify any of the terms of this Agreement. The scope of the Arbitrator's authority shall be limited to conducting the hearing, examining the witnesses of each party, considering the evidence and briefs, if any, and interpreting the language of the Agreement for the sole purpose of determining whether a specified provision thereof has been breached with respect to disputes qualifying under Section 1 of Article 11, or in the case of discharges whether such discharges were for just cause.

Section 4: The cost of arbitration, including the cost of the court reporter and transcript where requested by the arbitrator shall be borne equally by the parties, except that each party shall pay the full cost of its own witnesses and investigation.

Section 5: In the event of failure of either party to act within the time limits provided in this Article, the party so failing shall forfeit its case, but forfeiture shall not establish a precedent, nor an admission of a contract violation, provided the parties may extend the time limits as set out in this Article by mutual agreement.

Section 6: The time limits set forth in this Article shall exclude Saturdays, Sundays, and holidays.

Section 7: The decision of the Arbitrator shall become final and binding on the parties to this agreement when delivered to them in writing.

ARTICLE 13

BEREAVEMENT OR JURY DUTY

Section 1: Any employee called to serve on Jury duty shall be paid the wages that employee would have earned in employee's regular assigned duties in addition to the amount employee received from the Court for employee's duties as a juror, provided, however, that if excused prior to 2:00 p.m., such employee shall present themselves to the Employer for assignment. For the purpose of this Article only, eight (8) hours will be considered a regular assignment for an extra operator.

Section 2: Employees covered by this Agreement shall receive three (3) working days leave with pay to attend a funeral within Florida and five (5) working days to attend a funeral outside of Florida, to be computed at the employee's regular work schedule or no less than eight (8) hours pay at the employee's regular prevailing rate of pay effective at the time of the death of one of the following:

Present wife, Present husband, Children, Stepchildren, Mother, Father, Stepparent, Present Mother-in-law, Present Father-in-law, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law, Brother, Sister, Stepbrother, Stepsister, Grandparents, Grandchildren, Registered Domestic Partner, or any other relative domiciled in the employees household.

Upon verbal notification of a death in one of the above classifications, employee will be immediately granted time off. However, the Employer may require presentation to the Transportation Department administration of evidence of the death as required on Broward County BC-112 prior to receipt of bereavement pay. Penalties for providing false information with regard to any portion of this section of this Article may be cause for immediate termination.

Section 3: An employee may request additional bereavement leave with pay or without pay, and the Employer shall grant or deny such additional leave requests. Bereavement leave with pay shall be deducted from the employee's annual leave.

ARTICLE 14

INSURANCE

Section 1: The parties agree to adopt the insurance policy provided employees of Broward County, Florida, on the same terms and conditions of employee contribution that is recognized by the County for its employees. During the life of this Agreement, should any other County labor union receive an increase in Flex dollars the members of this bargaining unit will also receive that increase. During the life of this Agreement, the Employer agrees to carry Ten Thousand Dollars (\$10,000) life insurance with a provision for an additional Ten Thousand Dollars (\$10,000.00) accidental death and dismemberment coverage.

Section 2: Effective October 1, 2013, bargaining unit employees who are disabled, as defined by the Florida Workers Compensation Act, because of an injury arising out of, and in the course of their employment with the County, will receive workers' compensation benefits, in accordance with the Florida Workers' Compensation Act. Bargaining unit employees will be able to supplement workers' compensation benefits by utilizing all accrued leaves to keep their salaries whole. For employees hired prior to October 1, 1979, who lose time on the job through no fault of their own, the Employer shall make up the difference between employee's pay and Workers' Compensation based on eight (8) hours pay per day.

In the event that the Blue Collar bargaining unit, White Collar bargaining unit, Government Supervisors Association-Professional, Government Supervisors Association-Supervisory bargaining units and/or the unrepresented employees including, but not limited to, managerial and/or confidential employees, maintain supplemental disability leave payments for Workers' Compensation accidents in addition to receiving the total cost of the three percent (3%) wage increase for combined FY 2012/2013 and FY 2013/2014, the Union shall have the right to meet

and discuss the reinstatement of the Supplemental Disability leave benefits by notifying the County in writing within thirty (30) calendar days from the time the Union knew or should have known of the maintenance of the aforementioned leave benefits.

Section 3: If paid sick days are used while on Workers' Compensation, those paid sick days will be deducted from the employee differential pay and replaced in the sick bank.

Section 4: Operators on Workers' Compensation as provided for in this contract may be assigned other duties when so authorized by the designated Workers' Compensation physician, provided the work is to be performed between the hours of 5:00 a.m. and 11:00 p.m. Maintenance employees on Workers' Compensation as provided for in this contract may be assigned other duties when so authorized by the designated Workers' Compensation physician, provided the employee may be assigned such duty between the hours of 5:00 a.m. and 9:00 p.m., or on the shift the employee is normally assigned. When assigned duties other than employee's normal duty at the time of the injury, the employee will earn the same rate of pay earned.

Section 5: The provisions of Article 9, Sections 1 through 6 shall be applicable to Section 4 of this Article.

Section 6: The Employer agrees that no Operator while on light duty will operate transit buses.

Section 7: The Employer shall provide at no cost to the employee felonious assault insurance with a principal sum of \$100,000.00.

ARTICLE 15
GENERAL SENIORITY

Section 1:

- A.** The seniority and "date of employment" of all employees as presently established shall be deemed to be correctly established as of the effective date of this Agreement, indisputable errors excepted.
- B.** The seniority and "date of employment" of all employees employed after the effective date of this Agreement shall date from the hour and day of last employment with the Broward County Transportation Department.

Section 2: For all purposes relating to seniority, two (2) departments of the Employer shall be recognized; namely, the Operating Department and the Maintenance Department. The seniority of all employees covered by this Agreement shall be determined by the length of their continuous service in the Operating Department or in the Maintenance Department, as the case may be. Employees may not hold seniority in more than one (1) department of the Employer. For purposes of vacation bids, overtime, layoff and recall, and schedule bids, the employee's department seniority will be utilized. Leave accruals will be based on the employee's last date of employment with the County. In the case were employees have the same seniority date, the tie breaker will consist of the employees' employment application date and application time stamp for their current job classification as criteria in establishing a tie-breaker methodology for determining the greater seniority.

Section 3: The Employer agrees to post within thirty (30) days, and thereafter to keep posted in an accessible place, an up-to-date and revised seniority roster showing the name, "date of employment," and seniority standing of all of the employees coming within the scope of this

Agreement.

Section 4: No unit employee will work part-time in the office or as a road supervisor or radio dispatcher and part-time as an operator in order to learn supervision.

Section 5: It shall be the policy of the Employer to encourage promotion from within, when feasible, consistent with qualified applicants for supervisory positions.

Section 6: Promotion/Transfer Process

- A.** Promotion means a change of employment status from a position of one classification to a position in another classification that has a higher maximum salary. Promotional decisions shall not be grievable.
- B.** Transfer means a change of employment status from a position of one classification to another position that has the same or lower maximum salary. Transfer decisions shall not be grievable.
- C.** Promoted and Transferred employees shall be assigned the wage rate, which is closest to their pre-promotion/transfer wage rate, without a decrease, except for as provided in Section 6(D). Employees will then progress annually to the applicable higher wage step from that point on, as established in Article 26.
- D.** In the case where the employee selected is at a wage rate higher than the highest rate of the new position, the employee will only be paid at the highest rate of the new position, not their pre-promotion/transfer rate.
- E.** The date of promotion/transfer, without regard for years of service, shall be used to determine seniority date and annual raises (until the employee reaches the “thereafter step” in the new position). The date of hire shall still be used for other seniority purposes.

F. There shall also be a probationary period served when an employee is promoted or transferred. The term of this period shall be six (6) calendar months from the “date of promotion/transfer” as stated in Section 6(E). There shall be no right of appeal from a probationary rejection action taken against an employee, during this probationary period. If an employee is removed during the probationary period following a promotion or transfer for failure to perform satisfactorily the duties of the higher position, they shall be returned to the position held prior to the promotion/transfer or to a similar position with the same rate of pay. A probationary promotional or transfer appointment does not affect an employee’s earned permanent status and rights in the County system acquired in another position. The promoted/transferred employee retains the right to bring a grievance under any term or condition of employment specific in this Agreement.

If the promoted/transferred employee is returned to their former position, which is in the bargaining unit, they will be returned with no loss of seniority. If the promoted/transferred employee voluntarily decides to bid back to their former position, which is in the bargaining unit, after seventy (70) working days, they will do so at the bottom of the applicable seniority list.

ARTICLE 16

VACATIONS

Section 1: The number of hours of paid vacation will be shown on the employee's pay stub. All vacations shall start after the employee's last scheduled workday before vacation begins.

Section 2: Said employees coming within the scope of this Agreement shall be entitled to receive vacation in accordance with the "schedule of vacations" and the eligibility as provided in this Article.

MAXIMUM HOURS OF VACATION PAY

<u>Number of Full Years of County Service</u>	<u>Maximum Vacation Period</u>
1- 4 Yrs.	2 weeks
5-14 Yrs.	3 weeks
15-24 Yrs.	4 weeks
25 Yrs.	5 weeks

Regular Operators

The normal number of hours in the regular weekly assignment representing straight time and regular overtime in the regular weekly work assignment immediately prior to the vacation.

Extra Operators

Forty-five (45) hours per week.

Maintenance Employees

The normal number of hours in the regular weekly assignment representing straight time and regular overtime in the regular weekly work assignment immediately prior to the vacation.

Section 3: To be eligible for any of the vacation as provided herein, an employee must have completed not less than twelve (12) months of continuous County service with the Employer subsequent to employee's last date of employment. Thereafter, such employee shall have

established employee's first (1st) full year of County service with the Employer and will be entitled to receive a vacation in accordance with the eligibility provisions as herein established.

Section 4: In this Section, it is intended and agreed between the parties to establish January 1 of the year next succeeding their last date of employment as the eligibility rate for annual vacation purposes of employees employed on and after January 1, 1971; therefore, in accordance with this Agreement the following shall apply:

Any employee on the payroll of the Employer whose last date of employment occurred on and after January 1 of the year shall, upon completion of no less than twelve (12) months of continuous and active County service with the Employer, subject to the eligibility provisions of this Article, be entitled to a prorated vacation allowance and vacation pay from employee's last date of employment to the end of the calendar year in which employee was employed, and thereafter shall be deemed to have correctly established employee's eligibility date for all vacation purposes as of January 1 of the year next following employee's last date of employment and thereafter, in accordance with the eligibility requirements established in the Article shall, during the twelve (12) months of the calendar year immediately following January, of each year, be entitled to the vacation allowance and vacation pay as established in the "Schedule of Vacations" of this Article.

Section 5: To be eligible for any of the annual vacation as provided herein, an employee must have worked no less than seventy-five percent (75%) of employee's allotted working days during the twelve (12) months immediately preceding employee's anniversary date of any year, except that up to sixty (60) days of absence due to bona fide illness or injury and all union business time shall be counted as time worked in determining the eligibility and qualifications for vacations as herein established. An employee who has not worked in accordance with the provisions of this

Section shall not be entitled to a vacation. An employee who is terminated after one (1) year of County service shall receive pro rata vacation pay for an accrued vacation at employee's current rate of pay then in affect.

Section 6: All Employees with three (3) or more weeks of vacation who have utilized at least 80 hours of their vacation, will have any remaining hours of unused vacation cashed out at the end of each payroll calendar year, to be paid in January of the following year. An employee may not accumulate their vacation from year to year, but must take any vacation to which employee becomes entitled in accordance with the eligibility provisions as set forth herein; provided, however, the County may establish the period of time for vacations and the number of employees that may be off at any one time in any department, provided such periods are established no later than the succeeding period of employee's anniversary year. Other than as provided in this Section, the vacation eligibility of the employees shall be posted on the bulletin board and employees shall bid for vacations within the periods prescribed according to their seniority within each work site. Employees shall bid in the order of seniority, and if they fail to bid in the order of seniority, and if they fail to bid promptly or to authorize some person to act in their behalf, the Employer shall assign their vacation or permit other employees to sign around them and the employees shall be allowed to choose any open remaining period available to them in accordance with their seniority within each work site.

Section 7: The vacation period is from January 1 through December 31. Excluding first year employees, vacations will be picked in weekly increments.

Section 8: Any annual leave paid to an employee to cover illness due to the exhaustion of paid sick time will be deducted from the employee's vacation time. Should an employee, who has used annual leave to cover an illness, demonstrate to management that a significant hardship

(i.e. paid reservations made prior to the illness) would occur if the employee is not granted previously picked vacation time, management may consider granting vacation time as Leave Without Pay.

Section 9: Employees shall have the option to designate one (1) week (forty hours) of their vacation for use in increments of one (1) day. , Employees that earn three (3) or more weeks of vacation a year shall have the option to designate an additional week (forty (40) hours) for a total of eighty (80) hours of their vacation for use in increments of one (1) day. At the same time in November that employees declare whether or not they will use sick leave conversion, they will also make known their intention to use incremental vacation for the following year. The forty (40) or eighty (80) hours of vacation time designated for incremental use shall be considered floating vacation days.

For Bus Operational Employees, no day will be scheduled as an incremental vacation day when the incremental leave balance is three and one half (3.5) hours or less. This time will be cashed out.

Unscheduled incremental vacation, personal holidays, or bonus days will be used when the employee calls in for an emergency unscheduled day off. Request and approval for floating vacation days must be made to the Superintendent by September 30th. Floating days for which scheduling has not been requested and approved by September 30th shall be paid during the first full pay period in January of the following year for up to a maximum of sixteen (16) hours for those converting one week and forty (40) hours for those converting two (2) weeks at the regular straight time hourly rate. The maximum total number of hours of vacation time used and paid out shall not exceed forty (40) hours or eighty (80) hours, depending on the number of weeks converted and shall be paid during the first full pay period in January of the following year.

Section 10: Maintenance employees are eligible to use incremental vacation time set aside pursuant to Section 9 above on an hourly basis.

Section 11: A bid sheet will be posted when a vacation date comes open after the completion of the annual vacation pick. Open dates will be bid by seniority.

ARTICLE 17

PROBATIONARY PERIOD

The probationary period as herein established is to provide a trial period during which the Employer may judge the new employee's ability, competency, fitness, and other qualifications to perform the work for which the employee is employed.

Section 1: For all full-time unit employees the probationary period shall be for six (6) calendar months from the established "date and hour of employment.

Section 2: Part-time Bus Operators who have completed their initial six-month probationary period who accept a full-time Operator position shall serve a probationary period of sixty-nine (69) working days and in the event that Operator's probation is rejected, the Operator shall have a right to retreat to a part-time Operator position. Part-time Bus Operators who have not completed their initial six-month probationary period who accept a full-time Operator position shall serve a full-time probationary period six (6) months beginning on date of full-time employment and shall have no right to retreat to a part-time position. Full-time Operators that have completed probation will not be required to serve a probationary period as a part-time Operator.

Section 3: Operators are not entitled to be paid for any amount of sick leave taken during their probationary period. Probationary Operators are not entitled to use any vacation time. However, those new employees who have transferred from another County Division will carry over sick and vacation hours. Vacation hours may be scheduled after the completion of the probationary period and according to their bargaining unit seniority.

Section 4: Regular probationary evaluations will be done periodically during the probationary

period.

Section 5: The probationary period for new employees may be extended beyond six (6) calendar months if both the union and management are in agreement. Specifically, if an employee is out due to medical reasons or any other reason the length of time missed can be added to the probationary period if mutually agreed by the parties.

ARTICLE 18

HOLIDAYS

Section 1: All employees covered under this Agreement will be paid for the holidays at their regularly scheduled hours, but no less than eight (8) hours pay per day, provided they work their regularly scheduled work hours during their scheduled workdays immediately prior to and immediately after the holiday unless excused by the Employer or if a doctor's certificate is provided.

Section 2: Employees who perform a work assignment on the aforementioned holidays shall be paid for all hours worked at one and one-half (1½) times their straight hourly rate of pay. In addition, thereto, they shall receive the holiday pay specified in Section 1 of the Article, for regularly scheduled hours at regular straight time rate, or overtime rate, whichever is applicable.

Section 3: The Employer reserves the right to designate whether a holiday defined above is a workday for the employees covered hereunder. Any employee scheduled to work on a designated holiday and who fails to work as scheduled without an excused absence from the Employer shall not be entitled to receive holiday pay unless a doctor's note is presented.

Section 4: If a holiday occurs while an employee is on vacation, jury duty or bereavement leave, the employee will receive the holiday pay specified in Section 1 of this Article, for regularly scheduled hours at regular straight time rate, or overtime, whichever is applicable.

Section 5: The Employer will notify employees seven (7) days in advance of the work schedule. If no notice is given, a holiday schedule will be observed. Bids, for maintenance employees only, will be posted no later than seven (7) consecutive days prior to the holiday.

Section 6: In the event that a maintenance holiday schedule is posted for pick and vacancies

occur due to not being picked by designated classification employees, the Union and the County will work together to assign the vacancies.

Section 7:

- A.** All unit employees will be granted eleven (11) holidays and two (2) personal days during the fiscal year as follows:

FY 2023/2024

Holiday	Day to be Observed	Work Schedule*
Veteran's Day	Friday, November 10	Regular
Thanksgiving Day	Thursday, November 23	Holiday
After Thanksgiving	Friday, November 24	Regular
Christmas	Monday, December 25	Holiday
New Year's Day	Monday, January 1, 2024	Holiday
Martin Luther King Day	Monday, January 15	Regular
Presidents' Day	Monday, February 19	Regular
Memorial Day	Monday, May 27	Holiday
Juneteenth	Wednesday, June 19	Regular
Independence Day	Thursday, July 4	Holiday
Labor Day	Monday, September 2	Holiday
Two Personal Days	See Administrative Order 400	

FY 2024/2025

Holiday	Day to be Observed	Work Schedule*
Veteran's Day	Monday, November 11	Regular
Thanksgiving Day	Thursday, November 28	Holiday
After Thanksgiving	Friday, November 29	Regular
Christmas	Wednesday, December 25	Holiday
New Year's Day	Wednesday, January 1, 2025	Holiday
Martin Luther King Day	Monday, January 20	Regular
Presidents' Day	Monday, February 17	Regular
Memorial Day	Monday, May 26	Holiday
Juneteenth	Thursday, June 19	Regular
Independence Day	Friday, July 4	Holiday
Labor Day	Monday, September 1	Holiday
Two Personal Days	See Administrative Order 400	

FY 2025/2026

Holiday	Day to be Observed	Work Schedule*
Veteran's Day	Tuesday, November 11	Regular
Thanksgiving Day	Thursday, November 27	Holiday
After Thanksgiving	Friday, November 28	Regular
Christmas	Thursday, December 25	Holiday
New Year's Day	Thursday, January 1, 2026	Holiday
Martin Luther King Day	Monday, January 19	Regular
President's Day	Monday, February 16	Regular
Memorial Day	Monday, May 25	Holiday
Juneteenth	Friday, June 19	Regular
Independence Day	Friday, July 3	Holiday
Labor Day	Monday, September 7	Holiday
Two Personal Days	See Administrative Order 400	

B. If additional holidays are granted by the Broward County Commission during the terms of this contract, those holidays are to be granted to all unit employees. If any additional holidays are approved by the Board of County Commissioners, the Director of Transportation Department will determine the day to be observed and announce the work schedule per Section 5 of this Article.

***NOTE:** Unless otherwise changed as subject to provisions of Section 3 of this Article.

Section 8: Requests and approval for personal days must be made to the Superintendent no later than September 30. Personal days for which scheduling has not been requested and approved by September 30, shall be paid out at the employee's regular straight time hourly rate.

ARTICLE 19
FUTURE OPERATIONS

In the event the Transportation Department, Broward County, Florida, throughout the term of this contract should implement operations out of another work base station, the following conditions will apply:

Prior to assignment of personnel covered under this Agreement, negotiations will be reopened regarding this Article of the current Agreement to consider methods of implementing seniority. This Article is not to be construed as intent to reopen any other Article or Section in the Agreement.

ARTICLE 20
BULLETIN BOARDS

There shall be placed in the operators' room and in the maintenance room or other reporting places a bulletin board on which this Agreement and any changes in or supplement to shall be posted, and on said bulletin board the Union shall have the right to post notices through which the Union may desire to reach and notify its members, provided that such notice shall in no way contain instructions for any action on the part of the membership which will be contrary to the contract between the Union and the Employer or in violation of any by-laws of the Union. There shall be placed on said bulletin board any change made in its management by the Employer which may be of interest to the Union, and the Union shall post on the bulletin board any changes in the officers of the Union or in the members of the executive board. All notices shall be initialed or signed by the President or their designee.

ARTICLE 21

COLLISIONS

Section 1: Any employee involved in any collision must immediately report the collision to supervisory personnel. A written report must be made fully, properly, and completely covering the event and delivered by the employee so involved within twenty-four (24) hours. For the purposes of this agreement, a collision is defined as an event that results in contact between a County owned vehicle and another vehicle, object, or person.

Said reports are to be made to the Supervisor or their designee at each work location. If an employee is compelled by the County to submit a collision report on their day off, the County shall pay the employee three (3) hours of pay at the employee's straight hourly rate. Any time frames for the County to issue discipline do not begin until the employee submits a completed report to the Supervisor or their designee.

Section 2: The Employer and the Union recognize that collision prevention work is necessarily incident to the interest of the Employer and the employees and that safety programs, safety meetings and general work is beneficial to both the Employer 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 work and take an active part and interest in all collision preventive work.

Section 3: Every effort will be made to maintain speedometers on coaches. If the speedometer is inoperative or is not working, the Employer shall pay speeding citations issued to drivers.

Section 4: Any employee who is removed from service due to loss of driving privilege may,

upon approval of the Assistant General Manager of the Operations Division or designee, after consultation with the Union, be placed temporarily in another unit position at the prevailing rate in that position. This action shall only be taken at the request of the affected employee within ten (10) days of losing driving privilege.

Section 5: Management may determine that an employee is to be scheduled for specific training. The employee will be given reasonable notice of one week. Training not conducted during the employee's regular working hours will be scheduled before or after working hours or during split time.

If training is conducted away from the employee's assigned facility other than during regular working hours, the employee will be paid a total of 30 minutes travel time.

- A.** Training will be a minimum of two hours inclusive of travel time.
- B.** Training will be subject to overtime if conducted outside the employee's regular working hours and the employee otherwise works 40 hours. Extra board operators who have made their 5 weekly reports will also be eligible to receive overtime.
- C.** Training is intended as a positive step to prevent collisions or incidents which affect safety and passenger relations. However, training will not be used to replace discipline which may otherwise be imposed under this agreement.

Section 6:

The Collision Review Team (CRT) consists of three (3) members as follows:

- 1) Transportation Department representative
- 2) Union representative
- 3) County Employee from outside of the Transportation Department selected by the Transit Division and Union and approved by the County Administrator. In the event an agreement cannot be reached on who to select, then the Transportation Department and the Union shall each submit one name for selection to the County Administrator.

Each designated member of the CRT shall have their appointment/selection renewed annually and will have one (1) vote and a determination regarding preventability shall be based on a majority vote. Both the County and the Union will have the right to have one (1) additional non-voting person to confer with at CRT meetings. The CRT Union representative will be paid by the County consistent with the change of assignment, however, Extra Board Operators shall be paid a minimum of eight (8) hours.

The CRT will meet at least on a monthly basis and more frequently, if needed, in order to review all collisions and determine whether an employee has failed to exercise reasonable precaution to prevent collisions. The CRT will not review collisions without all three (3) designated members present. All voting members of the CRT will be required to certify that they have completed the established "preventability training" as agreed to by the Parties, which is presently reviewing and familiarizing oneself with the Guidelines to Determine Bus Collision and Incident Recordability issued by the Transportation Safety Institute. The County shall pay for all training time associated with completing this training.

Section 7 - Discipline: The CRT will not have jurisdiction to determine or recommend discipline. Any discipline associated with a preventable collision will be determined by the Transportation Department. The Union will maintain the right to contest the decision of the CRT and/or any discipline issued by the Transportation Department through the grievance and/or arbitration procedures as set forth in this agreement.

If the CRT determines that a collision was preventable and an employee failed to exercise reasonable precaution to prevent a collision, the employee may be subject to disciplinary action. Time frames to issue discipline will be in accordance with Article 10 and will not begin until the CRT has issued a determination. Management will use progressive discipline in accordance with

just cause standards.

In the event that there is a preventable collision involving a vehicle or object and there is no damage to either the County vehicle or other vehicle or object, the employee will receive a written warning and mandatory retraining for the first two offenses in any thirty (30) month time period.

In collisions where an employee receives formal disciplinary action, such disciplinary action will not be used in a determination of severity of discipline for future collisions if the collision has been on file more than thirty (30) months from the date of the prior collision.

ARTICLE 22

RUNS AND 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 Employer; however, in the construction of its regular service into regular run assignments, it is the policy of the Employer, to the extent it is reasonably practical, to construct its regular service into regular run assignments, provided, however, nothing contained herein shall be reconstructed as to require the Employer to construct any of its regular service into regular run assignments, as to include penalty payments of any nature. The Employer agrees to acquaint the Union committee with any changes in regular schedules that may be in a position to inform their membership of such schedule changes.

Section 2: All pieces of work with a time interval of four (4) hours or more between pieces will be worked as piece work from the Extra Board unless picked by regular operators. Piecework which becomes open will be posted for bid within five (5) working days.

- A.** If split runs are constructed so as to contain more than one (1) interval of time between pieces of work, the shortest of such intervals shall be paid at the regular straight time hourly rate of pay.
- B.** Any tripper added to service to relieve overloads will be worked from the extra board.
- C.** The Employer reserves the right to schedule a four (4) day work week, which will have at least two (2) consecutive days off.
- D.** Work performed on regular two (2) piece runs in excess of two and one half (2½)

hour intervening spread time shall be compensated at the established hourly rate. At least sixty-five percent (65%) of all regular runs at each work site will be straight. Runs with a spread of one hour or less will be considered straight. There will be no split runs on Sunday. At least sixty-eight percent (68%) of all operators at each work site will have two (2) consecutive days off.

- E.** Part-time operators will not be used to avoid the payment of overtime, but preference of additional work shall be given to eligible full-time operators, except as specifically provided for part-time operators in Article 46.

Section 3: All assigned regular runs shall be constructed so as to contain at least forty (40) hours pay per week, either on a four (4) or five (5) day basis. Runs shall be constructed to include all scheduled pay time including travel, report and spread time.

Section 4: The workweek shall commence at 12:01 a.m. every Sunday and end at 12:00 midnight every Saturday night. An operating day begins when the first bus leaves the garage in the morning and ends when the last bus returns to the garage at night.

Section 5: Overtime for all operators shall be computed and paid on all hours worked in excess of forty (40) hours per week.

- A.** For the purposes of computing overtime, hours actually worked, approved scheduled vacations and approved, scheduled sick leave bonus days, report time, travel time, and Union business hours (as provided for in Article 6), and holiday time equal to the employees normal scheduled hours of work for that holiday, shall be considered as time worked. All other times are excluded, including sick leave and authorized leaves of absence, and all other holiday hours.
- B.** Operators working their day off will be paid one and one-half (1½) times their

regular rate of pay for all hours performed in excess of forty (40) hours per week. After working a full weekly work schedule an operator will be paid for all additional work including days off at the overtime rate.

ARTICLE 23

EXTRA BOARD OPERATORS

Section 1: The Extra Board will be divided into AM and PM Extra Boards at each job location. These Extra Boards will consist of Operators who do not have a regular assigned run. Operators choosing to work the Extra Board will select their facility once per year pursuant to Article 24, Section 1, either the AM or the PM Extra Board, and days off, during the pick process. All picks will be based on seniority.

Section 2: The Employer and Union shall promulgate such rules and regulations as may be necessary for the efficient, equitable operation of the AM and PM Extra Boards. Such rules and regulations shall be posted in the Operator's room and may be changed from time-to-time by mutual agreement.

Section 3: All open work will be preassigned and posted no later than 4:00 PM on the day prior. The Dispatcher will forecast staffing levels and add RDO Operators for the next day as needed. Operators not assigned work on the day prior will report based on the "daily" seniority order at a specified standby time. These Operators will be paid standby time and assigned work in the order that they report. Any open work after 4:00 PM the day prior will be assigned to Extra Board Operators on standby. Any Extra Board Operators reporting late for duty will be placed at the bottom of the board, but ahead of RDO Operators. The following working procedures are established:

- A. Each Operator assigned to the Extra Board shall report to the Dispatcher at the time of the Operator's reporting assignment and shall be ready to depart as scheduled.
- B. Each Extra Board Operator, whether or not assigned work, shall be paid their regular

wage rate commencing with the time of their report, and in no event, less than two hours provided they are not assigned work. They will be released from standby at the time they are assigned work.

Section 4: Extra Board Operators will have a 12-hour spread time from their report time. An Extra Board Operator may refuse an assignment which results in a spread time of more than 12 hours. Such Extra Board Operator may be given another assignment within the spread time, or the Dispatcher must coordinate with Bus Traffic Control to have the Operator relieved prior and returned to the facility before their 12-hour spread time is exceeded. The 12 hours of spread time will not be exceeded.

Section 5: When a new class for Operators is scheduled to be added to the AM and PM Extra Boards, an Extra Board only pick, for available open slots, will commence. The pick selection will be conducted during the first week of the Operator Trainee's On-the-Job Training (OJT) phase. The effective date of the pick implementation for the AM and PM Boards at each facility begins on the first Sunday after the Operator class graduation.

Section 6: The AM and PM Extra Boards at each facility shall be rotated on a daily basis as individual boards and the Operators shall be positioned on these boards in the following manner:

- A.** AM and PM Extra Board Set-Up. All Extra Board Operators not on a Hold Down, and part-time Operators on the Extra Board, shall be listed in seniority order on the appropriate AM or PM Extra Board list, regardless of their work status.
- B.** AM and PM Extra Board Daily Set-Up. All Extra Board and part-time Operators on an RDO, or any other type of absence, are removed from the AM and PM Extra Board lists. The remaining Extra Board and part-time Operators shall be assigned to work the

appropriate AM or PM Extra Board for the next day.

C. Rotating the AM and PM Extra Boards. In preparing the AM and PM Extra Boards for the next day, all Extra Board Operators, not assigned a Hold Down or returning from a Hold Down, and part-time Operators, are first returned to the appropriate AM or PM Extra Board list. Then the first three (3) Operators at the top of both the AM and PM Extra Board lists shall be rotated to the bottom of each list, maintaining their relative seniority positions.

D. AM Extra Board Work Assignments. The following process will be used to assign the work to the AM Extra Board prior to 4:00 p.m. the day before the work:

- i. All work assigned from the AM Extra Board, regardless of the number of pay hours, shall be assigned beginning with the earliest piece of work being assigned to the first Operator eligible to work that piece of work. The assignments will continue in this manner until all work has been assigned.
- ii. Once the AM Extra Board open work list is exhausted, the remaining Operators shall be placed on Standby assignments beginning with the earliest Standby assignment to the first Operator eligible to work that assignment until all AM Extra Board standby Operators have been assigned.
- iii. No regular scheduled work with a start time after 11:30 am will be assigned to any AM Extra Board Operators.

E. PM Extra Board Work Assignments. The following process will be used to assign the work to the PM Extra Board prior to 4:00 p.m. the day before the work:

- i. All work assigned from the PM Extra Board, regardless of the number of pay

- hours, shall be assigned beginning with the first piece of work being assigned to the first Operator eligible to work that piece of work. The assignments will continue in this manner until all work has been assigned.
- ii. Once the PM Extra Board open work list is exhausted, the remaining Operators shall be placed on Standby assignments beginning with the first Standby assignment to the first Operator eligible to work that assignment until all PM Standby Operators have been assigned.
 - iii. No regular scheduled work with a start time before 11:31 am will be assigned to any PM extra board operators.

Section 7: No Extra Board Operator may be excused from taking a run that falls to their lot. Should an Extra Board Operator fail to make any report to which they are assigned, the amount of the weekly minimum guarantee of pay shall be reduced by 20 percent of said guarantee for each day the Extra Board Operator fails to report properly. If the Extra Board Operator is held for work by the Dispatcher, the employee shall not forfeit 20 percent of their guarantee. In the event an Extra Board Operator is “run around” by the Dispatcher, although available for duty at the time, such Extra Board Operator shall be guaranteed pay for such “run around,” regardless of job assignment for the day. In the event the Extra Board Operator who has been “run around” is assigned to perform work by the Employer after the employee reports to the work site and such assignment extends beyond the “run around” job assignment, the Extra Board Operator shall be compensated at one and one-half (1½) times their regular rate of pay for all hours worked in excess of their “run around” hours. Extra Board Operators assigned regular runs shall be treated as the regular Operators and shall receive one and one-half (1½) times the regular rate of pay after the assigned runs in accordance with Article 22, Section 5. Standby time will

be computed as time worked for overtime on a daily basis.

Section 8: Extra Board Operators will take two (2) days off in seven (7) and will be allowed to choose their days off according to seniority.

Section 9: Hold Downs. Any regular assignment which is listed on the current pick will be available on a seniority basis to Extra Board Operators as a hold down provided that the regular Operator will be absent for the full calendar week between Sunday and Saturday. If an absence or vacancy will last more than one week, then only the full calendar weeks of absence by the regular Operator will be available as a hold down. All Extra Board Operators working a hold down assignment will be considered regular operators for the duration of the hold down, subject to the days off, work hours, and work rules applicable to that assignment.

- A.** Two bid sheets for hold downs will be posted on Fridays before they are to be bid the following week. No additions can be made after 10:00 AM on the following Wednesday. All posted hold downs must be bid by Extra Board Operators not later than 8:00 AM on Friday preceding the effective date of the hold down assignment and the assignments will be posted by 2:00 PM on the same Friday.
- B.** These hold down assignments will be effective for the duration of the vacation or absence and will be effective in the full work week increments only. Odd days of less than one week will revert to the appropriate AM or PM Extra Board.
- C.** Extra Board Operators picking hold downs shall not have scheduled leave which will conflict with more than 40% of the hold down. In such cases, these Extra Board Operators shall be ineligible to pick the hold down.
- D.** Extra Board Operators must sign both bid sheets to be eligible for any hold down (noting choice of preference if bidding more than one run. Extra Board Operators not signing

both sheets will not be considered for the hold down. Also, if an Extra Board Operator incorrectly prioritizes their hold down selection on both sheets, any runs bid on will be voided.

- E.** AM hold downs will be picked by AM Extra Board Operators at the appropriate facility and PM hold downs will be picked by PM Extra Board Operators at the appropriate facility. Mixed runs with both AM and PM report times may be picked by either AM or PM Extra Board Operators by seniority.
- F.** Hold downs that are not chosen or unbid will be treated as open work. The open work will then be placed on AM or PM Extra Boards at each facility.
- G.** Hold down provisions shall only apply to Extra Board Operators.
- H.** In the event that the crew vehicle assignment becomes open for a week's duration, it will be bid out as a hold down.
- I.** Parties agree that, by mutual agreement of the Parties, the hold down selection process is subject to change in the event that automation or technological advancements are implemented that allow for increased efficiency in administering the process, as long as it does not change rules for how hold downs are assigned.

Section 10: Assignment of spread time work.

- A.** No piece work will be assigned with a spread time of more than twelve (12) hours, unless with the consent of the Extra Board Operator. Scheduled report time will be considered as the beginning of the spread time.
- B.** The regular rate of pay will be paid for all time in excess of two and one-half (2 ½) hours intervening time between assigned piecework or assigned AM piece work and a regular run.

- C.** Regular runs will not be assigned with a spread time of more than twelve (12) hours unless with the consent of the Extra Board Operator. Scheduled report time will be considered as the beginning of the spread time.
- D.** No intervening spread time will be paid when an Extra Board Operator is assigned a regular run from standby or assigned extra work after completing a regular run.
- E.** Extra Board Operators will not be assigned extra work after having completed ten (10) consecutive hours of work unless it is with the Operator's consent.
- F.** A change of assignment may be given to the Extra Board Operator if necessary to continue uninterrupted scheduled service. The Extra Board Operator will not be given work with a later starting time than the Extra Board Operator's original run unless the Extra Board Operator consents. The Extra Board Operator will be guaranteed no less than the pay hours of the original assignment.
- G.** Extra Board Operators will be guaranteed a minimum of two (2) hours pay for a scheduled report unless assigned work is given prior to the two (2) hours, in which case, the Extra Board Operator will be paid for actual standby time prior to the assignments.
- H.** Piecework, other than school trippers due to school traffic, will be posted for bid by regular Operators on a seniority basis. Piecework not bid by regular Operators will be worked from the appropriate AM or PM Extra Board.
- I.** Full-time Extra Board Operators having completed their assigned duties as required in their five (5) day workweek will be paid time and one-half their regular rate of pay for all hours worked on their off days.

- J.** Full-time Extra Board Operators will be given the minimum guarantee of hours pay per week as that provided in regular runs for regular Operators. All pay will be included.
- K.** Holiday pay will not be used for Extra Board Operators' guarantee if it falls on their regular workday, unless excused.

Section 11: FLEX Extra Board.

- A.** The total positions on the "FLEX" Extra Board will be established at up to 3% of the budgeted Bus Operator workforce.
- B.** Management will determine the number of "FLEX" Extra Board positions for the AM and PM Extra Boards, each week, at each facility based on operational needs.
- C.** Overall seniority will prevail for assigning overtime. "FLEX" Operators will sign for overtime only at the facility they are assigned to for the week.
- D.** Regular Days off (RDOs) for "FLEX" Extra Board positions shall be Saturday and Sunday.
- E.** Management will decide how many "FLEX" Extra Board positions will be assigned to the AM and PM Extra Boards at each facility each week and will post by 4:00 PM on Friday.
- F.** "FLEX" Extra Board Operators will be assigned work by seniority order and returned to the base facility in seniority order if all "FLEX" Extra Board positions are not assigned. However, assignments away from base facility shall be made on a weekly basis.
- G.** "FLEX" Extra Board Operators assigned to another facility away from their pick facility will be paid thirty (30) minutes travel time each day and will be considered as time worked.

- H. Whenever any Flex Board Operator changes location, the Operator will be placed based on seniority at the reassigned facility.

Section 12: Assignment of Extra Work.

- A. The extra work list for the AM and the PM will be made on a day-to-day basis at each facility.
- B. Operators must inform the Dispatcher by signing the extra work list before 2:00 PM, the day before they want to work.
- C. Extra Work will then be assigned from the AM and PM Extra Boards at each facility on a seniority basis.
- D. Operators are not allowed to work while on vacation, except on their regularly scheduled days off (RDOs).
- E. Operators on their Regular Days Off (RDOs) who are given an assignment on the appropriate AM or PM Extra Board will perform under Extra Board provisions for that day. Operators working on their RDO on standby will work whatever falls to their lot and will be guaranteed four (4) hours pay for the day. If working a portion of any run, they will be paid only for the hours actually worked, not the full run. Any Operator working on their RDO and reporting on standby who is late, if not released by the Dispatcher, will be placed on standby, but will only be used after the other RDO standby Operators, unless the "late" RDO Operator is needed before their arrival.
- F. RDO Operators must work their entire assigned piece of work in accordance with Article 38; section 1.

- G.** If no Operator requests extra work on any given day, work will be offered at the discretion of the Dispatcher. If extra work remains uncovered, after being offered, then the work will be assigned to the Extra Board Operator of junior seniority.
- H.** Emergency Work. Any work which comes open with less than one (1) hour notice will be considered an emergency, and the Dispatcher will have the right to draw from any source to offer such work. If emergency work remains uncovered, after being offered, then the work will be assigned to the Extra Board Operator of junior seniority.

Section 13: Extra Board Operators (including Part-Time Operators assigned the Extra Board) will have preference to all “extra work”, except on their regular days off (RDOs), according to the sequence below:

- A.** Extra Board Operators working.
- B.** Regular Operators completing their runs will be given preference to continue the regular run.
- C.** Full-time Operators on their regular day off (RDO).
- D.** Regular Operators working.
- E.** Extra Board Operators on a hold down will be treated as a regular Operator.
- F.** All extra work at a facility will be performed by Operators assigned to that facility.
- G.** All additional work assignments will be prioritized according to the above guidelines only when the Operators to be assigned will be able to complete the entire additional (extra) work assignment and not violate State of Florida regulations governing maximum service hours, etc. Operators working on their regular day off (RDO) after having completed a regular run will not be entitled to additional work if regular Operators working or Part-Time Operators assigned to the Extra Board are available.

- H. No Operator shall work more than six (6) days in any work week (Sunday through Saturday) unless all other signed up Operators eligible to work have been assigned.
- I. Any Operator signing for a seventh (7) day shall write “seventh day” following their name on the RDO sign-up sheet for that day. Before a seventh day RDO Operator is assigned work on their regular day off, all other RDO Operators who have already worked and who have signed for additional work, will be used. They must be eligible for the particular overtime assignment.
- J. Any Operator signing for extra work will only provide one phone number to be contacted by the Dispatcher.

ARTICLE 24

SELECTION AND ASSIGNMENT OF RUNS

Section 1: There will be a general selection and assignment of regular runs once every four (4) months and at such other times as the Employer may deem it necessary. During the pick for January, Operators who pick a run, simultaneously select their job location for the following twelve (12) months. All regular runs, including any new schedules or changes in schedule, shall be posted at the time of the general selection and assignment of regular runs as set forth above. Any regular runs not picked shall be assigned to the Extra Board junior Operators in accordance with their seniority. All Operators not selecting a run or assigned in accordance with their seniority shall be placed on the Extra Board. If no Extra Board slots are available then the Superintendent or adjutant, along with the Union official working the pick, will make the determination as to what run the Operator will be assigned, and that choice will be the Operator's assignment for the duration of the pick.

Section 2: In the selection and assignments of runs, the number of full-time regular runs/run assignments created by the County shall not exceed the number of full-time Operators. By way of illustration, if there are seven hundred (700) full-time Operators, the number of full time regular runs/run assignments created by the County in the selection and assignment of runs shall not exceed seven hundred (700) regular runs/run assignments.

Section 3: Whenever a selection and assignment of regular runs has been determined in accordance with the provisions of Section 1 of this Article, all regularly assigned runs together with a seniority list of Operators shall be posted on the bulletin board for the selection of runs and days off of such runs as may be determined by the Employer and posted on the bulletin

board for selection of runs and days off in accordance with seniority. Except in an emergency, the regular runs will be posted on the bulletin board from Thursday through Sunday on the fourth week before the effective date thereof so that the Operators may familiarize themselves with the changes in runs. The selection of runs will take place from Monday through Friday of the two (2) succeeding weeks, and the assignments will be posted for one week before the new schedule goes into effect. The period between posting and effective date will be twenty-five (25) days.

- A.** Should it become necessary to have a run assignment selection where changes of runs has effect at only one facility, then only that facility will pick. The posting of the pick and the changes will be posted a minimum of four (4) days before the first day of the selection process. The effective date of the new run assignment would be the second Sunday at the conclusion of the selection process. The single facility selection shall in no way alter the provisions of Section 1 of this Article.

Section 4: The Scheduling Superintendent or the appointed adjutant shall have full charge of the selection of runs with regard to runs, routes and picking order. A designated Union official shall be responsible for conducting and posting the run pick and management will provide assistance as needed.

Section 5: If a pick of runs is posted while an Operator is on leave or vacation and the Operator was properly notified of the date of the pick and given an opportunity to leave a written choice of runs, and failed to do so, then the provisions of Section 1 of this Article shall apply. Proper notification of a pick date shall be a letter posted on the bulletin board, and the date on the letter shall be the date of proper notification. If an Operator on leave or vacation was not properly notified and employee had no opportunity to leave a choice of runs, such Operator may be assigned the same run as operator presently has if it is still open, or a run as close as possible

to operator's present work schedule and days off. Upon returning to work the Operator, if dissatisfied at the choice made may, at their option be placed on the Extra Board or may displace an Operator with lesser seniority. Any vacancy thus created will be placed for bid.

Section 6: There shall be a bump down pick if runs are altered which result in a change of pay time of more than ten (10) minutes per day, a change in route, or a change in days off, except if such occurs less than thirty (30) days prior to a general pick. In the event that the Employer considers any changes in routing or scheduling, the Union will be notified.

Section 7: After the runs have been selected and assigned in accordance with the provisions of this Article, exchange of runs shall not be permitted except with the approval of the Employer and with the participation of a union representative. When, in the judgment of the Employer, an Operator is not capable of operating the run selected by the Operator, the County may reassign the Operator to a run they may be able to operate. In such an event, however, the Employer will discuss the matter with the representative of the Union.

Section 8: When a general selection and assignment of regular runs is to be held, the Union will be provided a copy of all runs and days off as of the date the assignment is posted. Any complaint or discussion of the runs by the Union must be made within seven (7) days thereafter.

Section 9: Any Operator holding a regular run who reports as scheduled in proper attire and in fit physical condition to work, but whose run has been canceled or assigned in error shall be paid in full. If required to work thereafter, the Operator shall be paid time and one-half for that work performed on the same day. The Operator will be given their run. In the event the bus has not left the garage, the Operator will be placed on the bus prior to leaving. The extra Operator or regular Operator on their day off who was assigned the regular employee's run will be guaranteed pay equal to that which employee would have earned had employee worked the

assigned run. However, the extra or regular Operator on their day off may be required to stand by for other work that may become available.

Section 10: A Union designated official may sit in on all make-up of runs at no cost to the Employer.

Section 11: Management reserves the right to schedule all or any part of a route out of either work site (i.e., Copans Road or Ravenswood Road).

Section 12: The County shall provide with each pick, and update as necessary, a list of restroom locations on each route for use by employees.

ARTICLE 25

TIME ALLOWANCES

Section 1: All operators when putting a coach into service from the garage (outside of reliefs) shall receive a preparatory time allowance of fifteen (15) minutes. Operators making a road relief at their regular scheduled hours of their platform assignment shall receive a preparatory time allowance of ten (10) minutes. Operators who make a second road relief during the day shall not be entitled to any additional preparatory time for that relief. The preparatory time as provided herein is for duties required to perform their scheduled work assignment.

Section 2: All employees shall be guaranteed thirty (30) minutes at the employee's applicable rate of pay for fully, properly, and correctly making out collision or unusual occurrence reports. Employees will give a full report to the Supervisor of -Collision Reporting and will be assisted as needed in making such report.

Section 3: In the event an employee is required to attend court as a witness on behalf of the Employer, the employee so required to attend court shall be paid at their regular straight hourly rate of pay for their assigned day's work, provided employee presents themselves for work if excused from court prior to 2:00 p.m.

If an employee is required to attend court as a witness on behalf of the Employer on their day off, employee will be guaranteed a minimum of two (2) hours or actual time spent at the employee's regular hourly rate of pay.

Section 4: In support of on-the-job training for new Operators, all regular operators who volunteer and are assigned to instruct new Operators with route familiarization shall receive one

(\$1.50) dollar and fifty cents per hour in addition to their regular straight time hourly rate of pay when required by the Employer for revenue and non-revenue service.

Section 5: Neither the time allowance nor the pay provisions contained in the above Sections, excluding report time, shall be used in computing overtime, and at no time and under no circumstances shall employees be paid at the overtime rate of pay.

Section 6: All workdays will start and stop at the garage. Relief points will be determined by the County. Transportation by crew or taxi vehicles will be provided by the County. Travel time and report time will be used in the construction of runs and in time accumulated for the purpose of calculating overtime.

Section 7: Any relief points created during the course of this Agreement will have their travel times negotiated at that time.

Section 8:

- A.** One crew vehicle will be available from each worksite.
- B.** The crew vehicles will be operated by "Crew Vehicle Operators" as scheduled by management. If a Crew Vehicle Operator is not available, management has the right to assign "light duty" operators to perform crew vehicle operator work. If not assigned to a "light duty" operator, the work will fall to the Extra Board either as hold down or daily assignment. Crew vehicle operators may sign up for overtime if there is not a "light duty" operator or Extra Board operator available.

ARTICLE 26

WAGES

Section 1: The wage rate for all unit employees employed at date of execution of this contract will be adjusted as shown on wage rate schedule in Section 6.

Section 2: Pay day will be on a bi-weekly basis.

Section 3: When an error occurs in an employee's regular pay which causes it to be short and said error occurred on the part of the Employer of Ten Dollars (\$10.00) or more, a check correcting the error will be issued within three (3) working days of the time the error is brought to the attention of the Employer. If overpaid, the pay back will be agreed to by the employee/employer and the Union.

Section 4: The Employer agrees not to hold any employee's pay for the purpose of requiring the employee to meet with supervision.

Section 5: Employees performing specialized work as machinist or electronics/fare box technicians will have that title added to their pay classification and their work specialty will be bid as separate classification.

Section 6:

A. FY 2023/2024

1. Current employees in steps shall receive the applicable step increase.
2. Effective October 1, 2023, all steps shall be adjusted upward by two and one-half percent (2.5%), including the "Thereafter Step."
3. Effective the first pay period in October 2023 (October 1, 2023), all current employees as of October 1, 2023, and employed in a bargaining unit position as of the date of the ratification of the Agreement by the Union, shall have their base hourly rate increased two and one-half percent (2.5%) as reflected in the step plan below.

4. For all Maintenance job classifications, beginning in FY23/24, the step plans, except for Mechanic Apprentice, have been adjusted to reflect the elimination of the "1st Year" step from FY22/23. This adjustment is also reflected in the Maintenance step plans for FY24/25 and FY25/26 as shown below.

Operations

I. Full Time Operators	FY 23/24
1 st 12 months (including training)	\$19.48
Next 12 months	\$20.06
Next 12 months	\$20.66
Next 12 months	\$21.28
Next 12 months	\$21.92
Next 12 months	\$22.58
II. Part Time Operators	
1 st year after training	\$19.48
Next 24 months	\$20.06
Next 24 months	\$20.66
Next 24 months	\$21.28
Next 24 months	\$21.92
Next 24 months	\$22.58
III. Thereafter Rates – All Operators	
"Thereafter Step"	\$30.98
IV. Crew Vehicle	\$28.16

Operators employed prior to October 1, 1994, will receive an additional 10¢ per hour increase after completion of 5, 10, and 15, years of continuous service. Effective October 1, 1994, Operators employed prior to October 1, 1994, will receive an additional 10¢ per hour increase after completion of 20 years of continuous service and will continue to receive the 5 year increase as described above.

Operators hired on or after October 1, 1994, will receive an additional 10¢ per hour increase after completion of 10, 15, and 20 years of continuous service.

Operators moving from part-time to full-time or full-time to part-time will be given credit for months of service in terms of full-time or part-time equivalents, regardless of probationary status. This determination is based on the number of months worked since the operator's hire date, appointment date or last scheduled wage rate change.

Maintenance

I. Storekeepers	<u>FY 23/24</u>
1 st Year	\$16.70
2 nd Year	\$17.20
3 rd Year	\$17.71
4 th Year	\$18.24
5 th Year	\$18.79
Thereafter Step	\$31.14

Storekeepers will receive an additional 10¢ per hour increase after completion of 10, 15, and 20 years of continuous service.

II. Coach Service Attendants	<u>FY 23/24</u>
1 st Year	\$15.84
2 nd Year	\$16.31
3 rd Year	\$16.80
4 th Year	\$17.30
5 th Year	\$17.82
Thereafter Step	\$27.39

Coach Service Attendants will receive an additional 10¢ per hour increase after completion of 10 and 15 years of continuous service. Effective October 1, 1994, Coach Service Attendants employees will receive an additional 10¢ per hour increase after completion of 20 years of continuous service.

III. Mechanics	<u>FY 23/24</u>
1 st Year	\$24.99
2 nd Year	\$25.76
3 rd Year	\$26.56
4 th Year	\$27.38
Thereafter Step	\$39.06

IV. Junior Mechanics (80% of Mechanics step rates)	<u>FY 23/24</u>
1 st Year	\$19.99
2 nd Year	\$20.61
3 rd Year	\$21.25
4 th Year	\$21.90
Thereafter Step	\$31.25

V. Mechanic Apprentice*	<u>FY 23/24</u>
Starting Rate (90% of 1 st year Jr. Mechanics rate)	\$18.00
1 st Section Completion (90% of 2 nd year Jr. Mechanics rate)	\$18.55
2 nd Section Completion (90% of 3 rd year Jr. Mechanics rate)	\$19.12
3 rd Section Completion (equals 1 st year Jr. Mechanics rate)	\$19.99

Upon successful completion of Mechanic Apprentice program, the employee moves to the 1st Year Junior Mechanics rate.

*Rates based on 90% of Junior Mechanics Step Rates. If a current County employee becomes a Mechanic Apprentice and has a higher pay rate than the Starting Rate, that employee's salary is redlined until such time as their pay rate is in the salary range for Mechanic Apprentice.

Mechanics and Junior Mechanics will receive an additional 10¢ per hour increase after completion of 10, 15, and 20 years of continuous service.

** Completion of the specified number of years worked in a grade will qualify a storekeeper or coach/service attendant for promotion to the next grade. For Mechanics and Junior Mechanics, completion of one (1) year in a step will qualify for promotion to the next step. Increases in wage rates will become effective at the first pay period following completion of the years worked in grade. Unexcused absences will not be counted in computing time in grade.

VI. Paint and Body Technicians	<u>FY 23/24</u>
1 st Year	\$26.05
2 nd Year	\$26.84
3 rd Year	\$27.64
4 th Year	\$28.47
Thereafter Step	\$40.20

Paint and Body Technicians will receive an additional 10¢ per hour increase after completion of 10, 15, and 20 years of continuous service.

B. FY 2024/2025

1. Current employees in steps shall receive the applicable step increase.
2. Effective October 1, 2024, all steps shall be adjusted upward by two percent (2%), including the "Thereafter Step."
3. Effective the first pay period in October 2024 (October 13, 2024), all current employees employed in a bargaining unit position, shall have their base hourly rate increased two percent (2.0%) as reflected in the step plan below.

Operations

I. Full Time Operators	<u>FY 24/25</u>
1st 12 months (including training)	\$19.86
Next 12 months	\$20.46
Next 12 months	\$21.07
Next 12 months	\$21.71
Next 12 months	\$22.36
Next 12 months	\$23.03

II. Part Time Operators	<u>FY 24/25</u>
1 st year (including training)	\$19.86
Next 24 months	\$20.46
Next 24 months	\$21.07
Next 24 months	\$21.71
Next 24 months	\$22.36
Next 24 months	\$23.03
III. Thereafter Rates – All Operators	
“Thereafter Step”	\$31.60
IV. Crew Vehicle	\$28.72

Operators employed prior to October 1, 1994, will receive an additional 10¢ per hour increase after completion of 5, 10, and 15, years of continuous service. Effective October 1, 1994, Operators employed prior to October 1, 1994, will receive an additional 10¢ per hour increase after completion of 20 years of continuous service and will continue to receive the 5-year increase as described above.

Operators hired on or after October 1, 1994, will receive an additional 10¢ per hour increase after completion of 10, 15, and 20 years of continuous service.

Operators moving from part-time to full-time or full-time to part-time will be given credit for months of service in terms of full-time or part-time equivalents, regardless of probationary status. This determination is based on the number of months worked since the operator's hire date, appointment date or last scheduled wage rate change.

Maintenance

I. Storekeepers	<u>FY 24/25</u>
1 st Year	\$17.03
2 nd Year	\$17.54
3 rd Year	\$18.06
4 th Year	\$18.61
5 th Year	\$19.16
Thereafter Step	\$31.76

Storekeepers will receive an additional 10¢ per hour increase after completion of 10, 15, and 20 years of continuous service.

II. Coach Service Attendants	<u>FY 24/25</u>
1 st Year	\$16.15
2 nd Year	\$16.63
3 rd Year	\$17.14
4 th Year	\$17.65
5 th Year	\$18.18
Thereafter Step	\$27.94

If the Living Wage rate, as established by Broward County's Living Wage Ordinance, is adjusted higher than the first step of the Coach Service Attendant job classification, the first step will be adjusted upward to the Living Wage rate, and all other steps for the Coach Service Attendant job classification will be adjusted upwards by the same percentage, with the exception of the thereafter step.

Coach Service Attendants will receive an additional 10¢ per hour increase after completion of 10 and 15 years of continuous service. Effective October 1, 1994, Coach Service Attendants employees will receive an additional 10¢ per hour increase after completion of 20 years of continuous service.

III. Mechanics	<u>FY 24/25</u>
1 st Year	\$25.49
2 nd Year	\$26.28
3 rd Year	\$27.09
4 th Year	\$27.93
Thereafter Step	\$39.84

IV. Junior Mechanics (80% of Mechanics step rates)	<u>FY 24/25</u>
1 st Year	\$20.39
2 nd Year	\$21.02
3 rd Year	\$21.67
4 th Year	\$22.34
Thereafter Step	\$31.87

V. Mechanic Apprentice*	<u>FY 24/25</u>
Starting Rate (90% of 1 st year Jr. Mechanics Rate)	\$18.35
1 st Section Completion (90% of 2 nd year Jr. Mechanics Rate)	\$18.92
2 nd Section Completion (90% of 3 rd year Jr. Mechanics Rate)	\$19.50
3 rd Section Completion (equals 1 st year Jr. Mechanics rate)	\$20.39

Upon successful completion of Mechanic Apprentice program, the employee moves to the 1st Year Junior Mechanic rate.

*Rates based on 90% of Junior Mechanic Step Rate. If a current County employee becomes a Mechanic Apprentice and has a higher pay rate than the Starting Rate, that employee's salary

is redlined until such time as their pay rate is in the salary range for Mechanic Apprentice.

Mechanics and Junior Mechanics will receive an additional 10¢ per hour increase after completion of 10, 15, and 20 years of continuous service.

** Completion of the specified number of years worked in a grade will qualify a storekeeper or coach/service attendant for promotion to the next grade. For Mechanic and Junior Mechanic, completion of one (1) year in a step will qualify a Mechanic for promotion to the next step. Increases in wage rates will become effective at the first pay period following completion of the years worked in grade. Unexcused absences will not be counted in computing time in grade.

VI. Paint and Body Technicians	<u>FY 24/25</u>
1 st Year	\$26.57
2 nd Year	\$27.37
3 rd Year	\$28.20
4 th Year	\$29.04
Thereafter Step	\$41.00

Paint and Body Technicians will receive an additional 10¢ per hour increase after completion of 10, 15, and 20 years of continuous service.

C. FY 2025/2026

1. Current employees in steps shall receive the applicable step increase.
2. Effective October 1, 2025, all steps shall be adjusted upward by two percent (2.0%), including the "Thereafter Step."
3. Effective the first pay period in October 2025 (October 12, 2025), all current employees employed in a bargaining unit position, shall have their base hourly rate increased two percent (2.0%) as reflected in the step plan below.

Operations

I. Full Time Operators	<u>FY 25/26</u>
1st 12 months (including training)	\$20.26
Next 12 months	\$20.87
Next 12 months	\$21.50
Next 12 months	\$22.14
Next 12 months	\$22.80
Next 12 months	\$23.49

II. Part Time Operators	<u>FY 25/26</u>
1st year (including training)	\$20.26
Next 24 months	\$20.87
Next 24 months	\$21.50
Next 24 months	\$22.14
Next 24 months	\$22.80
Next 24 months	\$23.49
III. Thereafter Rates – All Operators “Thereafter Step”	\$32.23
IV. Crew Vehicle	\$29.29

Operators employed prior to October 1, 1994, will receive an additional 10¢ per hour increase after completion of 5, 10, and 15, years of continuous service. Effective October 1, 1994, Operators employed prior to October 1, 1994, will receive an additional 10¢ per hour increase after completion of 20 years of continuous service and will continue to receive the 5-year increase as described above.

Operators hired on or after October 1, 1994, will receive an additional 10¢ per hour increase after completion of 10, 15, and 20 years of continuous service.

Operators moving from part-time to full-time or full-time to part-time will be given credit for months of service in terms of full-time or part-time equivalents, regardless of probationary status. This determination is based on the number of months worked since the operator's hire date, appointment date or last scheduled wage rate change.

Maintenance

I. Storekeepers	<u>FY 25/26</u>
1 st Year	\$17.37
2 nd Year	\$17.89
3 rd Year	\$18.43
4 th Year	\$18.98
5 th Year	\$19.55
Thereafter Step	\$32.40

Storekeepers will receive an additional 10¢ per hour increase after completion of 10, 15, and 20 years of continuous service.

II. Coach Service Attendants	<u>FY 25/26</u>
1 st Year	\$16.48
2 nd Year	\$16.97
3 rd Year	\$17.48
4 th Year	\$18.00
5 th Year	\$18.54
Thereafter Step	\$28.50

If the Living Wage rate, as established by Broward County's Living Wage Ordinance, is adjusted higher than the first step of the Coach Service Attendant job classification, the first step will be adjusted upward to the Living Wage rate, and all other steps for the Coach Service Attendant job classification will be adjusted upwards by the same percentage, with the exception of the thereafter step.

Coach Service Attendants will receive an additional 10¢ per hour increase after completion of 10 and 15 years of continuous service. Effective October 1, 1994, Coach Service Attendants employees will receive an additional 10¢ per hour increase after completion of 20 years of continuous service.

III. Mechanics	<u>FY 25/26</u>
1 st Year	\$26.00
2 nd Year	\$26.80
3 rd Year	\$27.63
4 th Year	\$28.49
Thereafter Step	\$40.64

IV. Junior Mechanics (80% of Mechanics step rates)	<u>FY 25/26</u>
1 st Year	\$20.80
2 nd Year	\$21.44
3 rd Year	\$22.10
4 th Year	\$22.79
Thereafter Step	\$32.51

V. Mechanic Apprentice*	<u>FY 25/26</u>
Starting Rate (90% of 1 st year Jr. Mechanics Rate)	\$18.72
1 st Section Completion (90% of 2 nd year Jr. Mechanics Rate)	\$19.30
2 nd Section Completion (90% of 3 rd year Jr. Mechanics Rate)	\$19.89
3 rd Section Completion (equals 1 st year Jr. Mechanics rate)	\$20.80

Upon successful completion of Mechanic Apprentice program, the employee moves to the 1st Year Junior Mechanic rate.

*Rates based on 90% of Junior Mechanic Step Rates. If a current County employee becomes

a Mechanic Apprentice and has a higher pay rate than the Starting Rate, that employee's salary is redlined until such time as their pay rate is in the salary range for Mechanic Apprentice.

Mechanics and Junior Mechanics will receive an additional 10¢ per hour increase after completion of 10, 15, and 20 years of continuous service.

** Completion of the specified number of years worked in a grade will qualify a storekeeper or coach/service attendant for promotion to the next grade. For Mechanic and Junior Mechanics, completion of one (1) year in a step will qualify for promotion to the next step. Increases in wage rates will become effective at the first pay period following completion of the years worked in grade. Unexcused absences will not be counted in computing time in grade.

VI. Paint and Body Technicians	<u>FY 25/26</u>
1 st Year	\$27.11
2 nd Year	\$27.92
3 rd Year	\$28.76
4 th ear	\$29.62
Thereafter Step	\$41.82

Paint and Body Technicians will receive an additional 10¢ per hour increase after completion of 10, 15, and 20 years of continuous service.

D. In the event that the County agrees to a non-concessionary across the board, salary/wage increase for the County's unrepresented, GSA Professional, GSA Supervisory, White Collar, and/or Blue Collar employees greater than the negotiated wage increase amount for ATU Local 1267 for Fiscal Years 2023/24, 2024/2025, and/or 2025/2026, either party may request in writing its desire to meet to explore alternatives to the agreed upon salary/wage provisions of this Article. Any such request is an informal request that does not trigger the opening of the parties' Collective Bargaining Agreement or the impasse provisions of Chapter 447, Florida Statutes. Further, the request must be received within thirty (30) days of County approval of such salary decrease/increase.

ARTICLE 27

UNIFORMS

Section 1: All operators shall be required to wear uniforms in good condition (as approved by the supervisor) and present a neat and clean appearance at all times while on duty in accordance with the specifications of the Employer. While employees may have uniforms altered to improve fit or comfort, employees may not tailor uniforms in such a way to as to change the overall appearance of the uniform.

Section 2: All full-time operators with over one (1) year of service will receive a voucher, at the end of the first quarter (December) and end of third quarter (June), each in the amount of Two Hundred and Fifty Dollars (\$250.00) for the purpose of purchasing uniforms as required by the Employer. All operators must use their uniform vouchers within six (6) months of the date that the vouchers are available. After this time the voucher will be void.

Section 3: Full-time Probationary operators shall receive the following upon the successful completion of training: six (6) shirts, five (5) pair of pants, one (1) jacket, one (1) belt, one (1) cap, one (1) pair of shoes, one (1) sweater, and six (6) pair of socks.

Section 4: The County will make every effort to secure no less than three (3) bids for the purchase of operators' uniforms.

Section 5: The County will make every effort to secure a discounted dry cleaning service for the maintenance of uniforms.

Section 6: To qualify for the uniform voucher, the employee must meet the qualifications established for vacation benefits (in Article 16, Section 5).

Section 7: Maintenance Section Unit employees will be provided with seven sets of clean

clothing each week for use while on duty. Additionally, the Division will purchase and issue to each non-probationary Maintenance Section Unit employee seven (7) T-shirts on an annual basis and either one work jacket or cover-all every other year.

Section 8: Uniform vouchers shall contain the cost of each item. Commencing with the October 1, 1997, voucher, leisure pullover shirts shall be a part of the Operator's Uniform Code and can be purchased with the voucher.

Section 9: In order to ensure conformity to the uniform standards, the following disciplinary procedures are necessary:

Step 1: Supervisor's Written Oral Warning

Step 2: Supervisor's Written Oral Warning

Step 3: Supervisor's Written Oral Warning

Step 4: Supervisor's Written Oral Warning and Superintendent's Final Letter of Warning.

Step 5: BC-111 – Written Warning

Step 6: BC-111 – One (1) Day Suspension

Step 7: BC-111 – Two (2) Day Suspension

Step 8: BC-111 – Three (3) Day Suspension

Step 9: BC-111 – Five (5) Day Suspension

Step 10: BC-111 – Subject to Termination

ARTICLE 28

EMERGENCY WORKING CONDITIONS

Section 1: Due to conditions beyond the control of the Employer, including but not limited to things such as hurricanes, windstorms, and tornados, if the County Administrator declares an emergency, ceases normal operations, and directs the County to begin Emergency Operations, bargaining unit employees shall be compensated as described below:

A. Any bargaining unit employees who are scheduled to work, during declared emergency operations who are advised by management not to report to work or are sent home in the middle of a shift, will suffer no loss of pay. Any employee who is on pre-approved (approved before the emergency declaration) sick leave, annual leave, or personal day during the declared emergency will suffer no loss of pay and the applicable leave bank shall not be deducted. The payroll voucher shall show normal hours; however, such hours will not count toward hours worked for computing overtime.

B. Any employee who is ordered, or assigned as a result of volunteering, by the Employer's management to work during the declared emergency shall be compensated at double their straight time base hourly rate for all hours actually worked. This compensation is in lieu of any other compensation.

Section 2: Any operator making a request report outside their regular work schedule, including charters, shall be paid time and one-half (1½) their regular rate of pay with a minimum of four (4) hours pay guaranteed, except as provided for in Article 22.

Section 3: Any operator who has been assigned work for their day off and is called after 8 p.m.

the preceding day and is told not to report, will be credited for two hours as time worked.

Section 4: The Employer reserves the right to assign a supervisor to operate a bus when no on-site operator is available, and the Employer will make every effort to relieve the supervisor with a bus operator as soon as possible.

Section 5: Any operator authorized to make an exchange of their vehicle for a vehicle of another operator shall receive an additional minimum thirty (30) minutes of compensation at the employees' basic rate of pay.

Section 6: Employees expressing a desire for a work location during a pick will be assigned to a comparable vacancy if available between picks. A vacancy is deemed to exist when the County seeks to fill a budgeted position.

Section 7: In the event the Marketing and Customer Relations Section utilizes a bus for demonstration purposes and transports non-employee passengers on public roadways, current or past operators of the month, operators of the year, or rodeo champions will operate the bus.

ARTICLE 29

MAINTENANCE ASSIGNMENT OF WORK

Section 1: At such times as the Employer deems necessary, it will determine and schedule the number of maintenance employees needed in each classification on each of its work shifts, including the days off of each of its work shifts and post such information on the bulletin board. When a general selection and assignment of work shifts is to be held, the Union will be provided a copy of all work shifts and days off as of the date the assignment is posted. Any complaint or discussion of the work shifts by the Union must be made within seven (7) days thereafter.

Section 2: With the exception of the Unit Repair Shop and Farebox Shop Mechanics, all maintenance employees will choose their work shifts, primary job assignment and days off ("Pick") in accordance with their seniority within their job classification at least every six (6) months. Primary job assignments will be defined prior to the picks. A Union representative will conduct the pick process and a designated Employer representative will accompany the Union representative to assist in filling all positions consistent with the labor agreement.

Job pick sheets shall be posted on the maintenance bulletin board at least seven (7) calendar days prior to the scheduled start of the next pick. The date and time in which the maintenance employees will pick their assignments will also be posted on the maintenance bulletin board. Any maintenance employee who will be absent at the time they are scheduled to pick, may leave their first, second and third choice selection with the Union. A maintenance employee who fails to pick on their designated day and time and who did not leave a selection with the Union will be passed over and the next senior maintenance employee will pick. A copy of the completed pick will be posted on the maintenance bulletin board.

During the pick for January, maintenance employees will simultaneously select their job location for the following twelve (12) months unless a substantive change occurs within the year entered by the Operations Division deviating from the terms of the prior January pick which determined the maintenance employees' work location for the subsequent year. In such event, a new general pick for maintenance employees will be posted as provided for herein. When a maintenance employee is out on approved leave due to illness or injury or on Workers' compensation for more than thirty calendar (30) days or there is a vacancy that the County is seeking to fill, and there is agreement between management and the Union, there shall be a bump down pick within that shift (job and days off). The bump down pick will remain in effect until the maintenance employee returns to work, or a general pick, whichever occurs first.

Section 3: It is general policy of the Employer to, in accordance with its maintenance needs, use its maintenance employees for work for which they may be qualified, reserving to the Employer the right to judge qualifications and ability of the maintenance employee, and to assign such employee to such work as it may deem necessary. Maintenance employees will perform all work assignments to the best of their ability and the Employer will make possible all training needed as it deems necessary for them to perform their assignments well and efficiently.

Section 4: LOCK SHOPS

- A.** Creation of Lock Shops – The Employer may create Mechanic job assignments for the Unit Repair Shop and Farebox Shop (hereinafter the “Lock Shops”). The Employer maintains the right to determine the number of Mechanics assigned to the Lock Shops and the scheduled work hours, days off, and work locations of those assignments. Mechanics who select a Lock Shop shall be compelled to remain in the Lock Shop (locked in) for two years. There shall be no restrictions on assignment locations for Farebox

Mechanics. Farebox Mechanics may be assigned to any garage.

- B. Seniority in Lock Shops –** Mechanics assigned to the Lock Shops shall pick work shifts, days off and work locations annually by seniority. Each Lock Shop shall maintain a separate seniority list for the sole purpose of picking work shifts and days off during the pick, overtime and vacation leave.
- C. Leaving the Lock Shop -** A Mechanic in a Lock Shop who has completed their two year commitment and who desires to leave the Lock Shop shall notify the Employer, in writing, of their intent to leave the Lock Shop.

If the Mechanic notifies the Employer in writing of their desire to leave the Lock Shop ninety (90) days or more prior to the next scheduled “Pick”, the Mechanic shall have the opportunity to leave the Lock Shop by exercising seniority and selecting their work shift, primary job assignment and days off during the next “Pick.”

If the Mechanic notifies the Employer in writing of their desire to leave the Lock Shop less than ninety (90) days prior to the next scheduled “Pick”, the Mechanic will remain in the Lock Shop through the next “Pick” and will not be able to exercise seniority to select their work shift primary job assignment and days off until the subsequent “Pick.”

Notwithstanding the above, a Lock Shop Mechanic who has completed their two (2) year commitment and who has provided timely notice of their intent to leave the Lock Shop may leave a Lock Shop to fill a vacancy any time between “Picks.” In the event the Mechanic fills a vacancy, employee assumes the job vacancy’s work shift, primary job assignment, and days off.

- D. Vacancies in Lock Shops -** If there is a vacancy in a Lock Shop, and the County is seeking to fill that vacancy, the County shall post a notice of the vacancy on each maintenance

bulletin board at each maintenance location for at least 14 days. Any Mechanic who desires to fill that vacancy shall submit a request, in writing, to the Bus Maintenance Director on or before the closing date of the posted vacancy. Mechanics shall be provided first opportunity to fill the vacancy. The determination as to whether the Mechanic is qualified to fill the vacancy shall be based upon their County seniority and qualifications to perform the job. In the event that a Mechanic, based upon their seniority and qualifications to perform the job, is deemed not qualified to fill the vacancy, or there are no other Mechanic candidates, the County may seek to fill the vacancy from candidates who are not Mechanics in the bargaining unit.

Section 5: In the event that the County is unable to perform: (1) an AM or PM pullout of buses or (2) work of an emergency nature due to the fact that there are no Mechanics available who normally perform that work, the County may, on a limited basis, assign any Mechanic working on the premises, regardless of assignment, to perform that work to alleviate the pullout or emergency. This provision is not intended, nor shall it be interpreted to permit the County to avoid the payment of overtime to Mechanics who normally perform any pullout or emergency work.

Section 6: If a license or certificate is required by State or Federal law, to perform certain primary jobs, the Mechanic must hold the valid license or certificate before picking such primary jobs. Any such required license or certificate must be maintained by the Mechanic to continue working that primary job assignment for the duration of the pick. Maintenance employees who choose a primary job assignment in General Maintenance will have first choice to receive training unless already trained in that area within the last two years prior to the date training is offered. However, if the County acquires new equipment with changes that require different training, General

Maintenance employees who choose a primary job assignment would still have first choice to receive training regardless of whether they have been trained within the last two years. Management will discuss with the Union, the employees who request training. However, management reserves the right to determine and select those employees for training in that primary job assignment.

Section 7: According to seniority, General Maintenance employees will have preference of choosing an open job, and shift, at another job site over new hires in their job classification once new hires' probation is completed. The senior employee will be allowed to exchange the posted bid.

Section 8: Maintenance employees may exchange shifts, with another employee, on limited occasions, with prior approval of the Maintenance Superintendent.

ARTICLE 30

MAINTENANCE OVERTIME

Section 1: For the purpose of computing overtime, hours actually worked, scheduled holidays, and approved scheduled vacations, and approved scheduled sick leave bonus days shall be considered as time worked. All other times are excluded, including sick leave and authorized leaves of absence.

- A.** Maintenance employees who work a designated holiday will receive holiday pay as defined in Article 18, Section 2, or may request another day off with pay, in lieu of the holiday pay, at a time agreed upon by their supervisor. In addition, maintenance employees who have a designated holiday fall on their scheduled vacation day or regular day off, may request another day off with pay, in lieu of the holiday pay, at a time agreed upon by their supervisor. This will occur provided they work a minimum of four (4) hours during their scheduled workday immediately preceding or following their scheduled vacation time or regular day off, unless excused by the employer or if a doctor's certificate is provided. The alternate day off must be requested prior to working the holiday, must be approved by the supervisor and shall be taken within one-year after the holiday. Maintenance employees shall have rotating two (2) banked holidays, i.e., as one holiday is used, it can be replaced with another holiday, but no more than two (2) remain in bank at any given time.

Section 2: Overtime will be paid to maintenance employees after they have completed forty (40) hours worked, as defined in this Agreement. All maintenance employees covered by this Agreement shall be paid at the rate of one and one-half (1 ½) times their regular straight time

hourly rate for all hours worked in excess of forty (40) hours.

Section 3: An overtime board for each work site shall be established for the Maintenance Department, as outlined herein. Such board shall provide, as much as possible, for the equal distribution of overtime insofar as possible with qualifications being equal.

Section 4:

OVERTIME:

A. Eleven (11) lists to maintain.

1. General Mechanic
 - a. Overtime List – “Four hours or less”
 - b. Overtime List – “More than Four Hours”
2. Junior Mechanic
 - a. Overtime List – “Four hours or less”
 - b. Overtime List – “More than Four Hours”
3. CSA
 - a. Overtime List – “Four hours or less”
 - b. Overtime List – “More than Four Hours”
4. Storekeeper
 - a. Overtime List – “Four hours or less”
 - b. Overtime List – “More than Four Hours”
5. Paint and Body Technician
6. Unit Repair Shop Mechanic
7. Farebox Shop Mechanic

B. Sign-up Sheet

1. The lists shall be created by seniority, senior employee first. Thereafter, all lists shall rotate and continue in rotation in that same seniority order.
2. Lists shall be renewed every three months.
3. Lists shall be posted for sign-up 30 days before final posting.

C. General Mechanic Lists

1. Only General Mechanics can sign.
2. General Mechanics will be called for overtime by seniority and the lists will continue in rotation by seniority.
3. a. Four (4) Hours or Less Overtime - If a General Mechanic is working on a specific assigned task at the end of their shift and the Employer determines that four (4) hours or less time is necessary to complete the task, the General Mechanic working on that task shall have the first opportunity to accept overtime to complete the task. If that General Mechanic declines to work the overtime, the work shall be offered to the next General Mechanic on the rotating "Overtime – Four Hours or Less" list who is on the premises until accepted by a General Mechanic.
- b. More than Four Hours Overtime - If the Employer determines that more than four hours of overtime is needed, the work shall be offered to the next General Mechanic on the rotating "Overtime - More than Four Hour" list, regardless of whether the General Mechanic is on or off the work premises, until accepted by a General Mechanic.
4. There will be separate overtime seniority lists for Unit Repair Shop and Farebox Shop Mechanics at each location. The lists shall be created by seniority (senior employee first) and the list will continue in rotation by seniority.

D. Junior Mechanic Lists

1. Junior Mechanics and General Mechanics can sign.
2. Junior Mechanics will be called for overtime by seniority and the list will continue in rotation by seniority.
3. a. Four (4) Hours or Less Overtime - If a Junior Mechanic is working on a specific assigned task at the end of their shift and the Employer determines that four (4) hours or less time is necessary to complete the task, the Junior Mechanic working on that task shall have the first opportunity to accept overtime to complete the task. If that Junior Mechanic declines to work the overtime, the work shall be offered to the next Junior Mechanic on the rotating "Overtime – Four Hours or Less" list who is on the premises until accepted by a Junior Mechanic. If all Junior Mechanics on premises decline the overtime, the work shall be offered to the next General Mechanic on the General Mechanic "Overtime – Four Hours or Less" list who is on the premises.

b. More than Four (4) Hours Overtime - If the Employer determines that more than four hours of overtime is needed, the work shall be offered to the next Junior Mechanic on the rotating Overtime – "More than Four Hours" list, regardless of whether the Junior Mechanic is on or off the work premises, until accepted by a Junior Mechanic. If the Junior Mechanic "Overtime – "More than Four Hours" list is exhausted, then the selection to fill the open position would be offered to the next General Mechanic on the "Overtime– "More than Four Hours" list until the position is filled.

E. CSA List

1. CSAs, Junior Mechanics, and General Mechanics can sign.

2. CSAs will be called for overtime by seniority and the lists will continue in rotation by seniority. Junior Mechanics, and General Mechanics would only be called if the CSA List has been exhausted.

3. If CSA accepts all overtime offered in the classification, the CSA rotation would continue by seniority and would not drop into the Junior Mechanic or General Mechanic's portion of the overtime list.

4. If the CSA list is exhausted, then the selection to fill the open position would fall into the Junior Mechanic portion of that list until the position is filled. If not filled by a Junior Mechanic, then the position would fall to the General Mechanic portion of the overtime list.

F. Storekeeper List

1. Only Storekeepers can sign.

2. Storekeepers will be called for overtime by seniority and the lists will continue in rotation by seniority.

3. Storekeepers are allowed to work overtime at any location based on seniority.

4. Storekeeper open shifts not filled by the overtime list will be filled by reverse seniority order of the Storekeepers assigned to the location of the open shift.

G. Paint and Body Technician Lists

1. Only Paint and Body Technicians can sign.

2. Paint and Body Technicians will be called for overtime by seniority and the lists will continue in rotation by seniority.

H. Call Time/Work Provision

1. If no answer or person is working, it will be noted next to name on overtime sheet.

2. If a voice mail or answering machine picks up, a response time of 10 minutes will be allowed. If the person does not respond within the proper time period NRC will be noted for that day. NRC = "No Return Call."

3. When an employee is asked to work overtime, whether or not they accept or decline, do not return call (NRC) or they can't work because the offer is made during their regular shift, the overtime will continue in sequence until the list is exhausted.

Section 5: When overtime is available outside the scope of the regular overtime board, (i.e. inventory) a signup sheet will be posted and the same procedure will be followed as if it was a Holiday Pick.

Section 6: The Employer agrees that there will be no change in work shifts to prevent the payment of overtime; however, the Employer reserves the right to establish a relief shift. The Employer may change the work shift to prevent the payment of overtime for training purposes only. If overtime is needed to cover a particular night shift, mechanics who would normally work that shift will have preference, by seniority, to work before an RDO person.

Section 7: In the event that the County is unable to perform: (1) an AM or PM pullout of buses or (2) work of an emergency nature due to the fact that there are no maintenance employees available who normally perform that work, the County may, on a limited basis, assign any maintenance employee working on the premises, regardless of assignment, to perform that work to alleviate the pullout or emergency. This provision is not intended nor shall it be interpreted to permit the County to avoid the payment of overtime to maintenance employees who normally perform any pullout or emergency work.

ARTICLE 31

DEFINITIONS OF CLASSIFICATIONS
MAINTENANCE EMPLOYEES

Section 1: Mechanics (also referred to as General Mechanics) are maintenance employees who are capable of and can satisfactorily make any and all repairs, either major or minor, and service such vehicles or equipment or units thereof as may be assigned by the Employer for service or repair. Each mechanic must be able to perform such work in a reasonable length of time, in a workmanlike manner, and with a minimum amount of supervision when necessary. Mechanics, upon providing documentation of the certification(s) required by State and/or Federal government to work on air conditioning, will receive an annual certification pay of \$200 as described in this Section:

- A.** The parties agree the certification pay will be a lump sum not reflected in the Mechanic's base rate of pay for the purposes of calculating overtime.
- B.** Mechanics who, have not yet receive certification pay for 1996 and who provide documentation that they hold the appropriate certification as of October 1, 1996, will receive the \$200 certification pay within thirty (30) days of the signing of this Agreement (less mandatory payroll deductions).
- C.** Mechanics who provide documentation that they have obtained the appropriate certification subsequent to October 1, 1996 will receive the certification pay (less mandatory payroll deductions) pro-rated based on the remaining number of months in that fiscal year.

- D.** If in the future Broward County Transit should make available 608 training, those employees who participate will not be eligible for annual certification pay for that year.

Following the initial receipt of certification pay, Mechanics who maintain the required certification will receive the certification pay annually thereafter in October.

Section 2: Junior Mechanics are maintenance employees who are capable of and can satisfactorily perform, in a skillful manner, a variety of bus maintenance including changing engine and differential oils, transmission fluids, filters, fill bus windshield washer fluid tanks, replace transit bus wiper blades, fill/service transit bus power steering, hydraulic oil tank reservoirs and change associated oil filters, replace leaking bus wheel hubs, inspect/remove bus wheels, perform test drives of buses and perform related work as required. Junior Mechanics may, in the event of lack of work or in the event there are an insufficient number of Coach Service Attendants (CSA), as determined by management, perform the duties of the CSA.

Section 3: Mechanic Apprentices are maintenance employees who are hired and trained as Transit Mechanics by the Transit Maintenance Instructor.

- A.** Areas of instruction will be divided into four (4) sections, and are as follows:
1. Section I: Inspection, Preventative Maintenance - PM's and Body.
 2. Section II: Electrical and Air Systems - Electrical Diagrams: Charging, Starting Systems, Air Controls, Suspension Brakes.
 3. Section III: Power Train - Troubleshooting, Transmissions, Pressure Tests, Drive Shaft, Axle.
 4. Power Plant: Troubleshooting, Cooling Systems, Lube System, Fuel System.
- B.** Each area of instruction will last ten (10) to fourteen (14) weeks, depending on the trainee's ability and management's review and test results.
- C.** Apprentices will have a full set of Mechanic's Tools and will receive a tool allowance

in accordance with Article 32, Section 5.

- D.** The intended training period is two years or less, however, the training period can be extended but will not exceed two and one-half years.
 - 1. If the trainee lacks the ability, based on bi-weekly evaluations, to continue as a Mechanic Apprentice, trainee may be released from the Apprentice Program at any time during the training period.
 - 2. Apprentices are permitted to repeat no more than one section during their training program as described in A. above.
 - 3. Apprentices will not "pick" as a mechanic while in training.
- E.** Apprentices do not earn bargaining unit seniority, except that "date of employment", as defined in the Article 15, will be used to calculate vacation eligibility in accordance with Article 16.
- F.** Apprentices will not work overtime or holidays.
- G.** In the absence of a training instructor, if necessary, a mechanic will be assigned, in writing by the Superintendent, to monitor the apprentice and the mechanic will receive an additional seventy-five cents (\$.75) per hour to their base rate of pay.

Section 4: Utility workers are maintenance employees who are capable of and can satisfactorily perform, in a workmanlike manner, any type of service labor such as, but not limited to hostling, gassing, oiling and cleaning of such vehicles or equipment or units thereof as may be assigned by the Employer for services, including closing windows and the maintenance of building and grounds.

Section 5: Coach Service Attendants are maintenance employees who are capable of and can satisfactorily perform, in a workmanlike manner, any type of service labor such as, but not limited to, hostling, gassing, oiling, and cleaning of such vehicles or equipment as may be assigned by the Employer including the maintenance of buildings and grounds.

Section 6: Storekeepers are employees whose duties are:

- A.** To receive shipments of supplies, parts and tools;

- B.** To place all supplies, parts and tools in their designated locations;
- C.** To issue supplies, parts and tools to authorized persons on request; and
- D.** To develop and maintain necessary records of storeroom activities as directed.

Section 7: Paint and Body Technicians are maintenance employees who are capable of and can satisfactorily perform, in a workmanlike manner, the repair of all body and structural damage to the Employer's vehicles, as well as the ability to properly prepare body surfaces for spray painting, as may be assigned by the Employer. 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, fibreglassing and use of body fillers, body straightening, paint preparation and spray painting.

Section 8: On the specified holidays and if Sunday schedule is worked, maintenance employees will choose by seniority to work even though it is an employee's scheduled day off in the following manner: Maintenance employees from each regularly scheduled work shift will have first choice of working specified holiday on their own picked shift. In the event there are no volunteers to work on said picked shift, an employee from another shift may switch. If there are no volunteers at all, maintenance employees will be assigned to work their own picked shift in reverse seniority.

Section 9: No management personnel will replace unit employees except for instruction, special work or emergencies.

Section 10: Each shop employee shall be responsible for the condition of their tools and work area. Work areas shall be clean, and tools properly stored.

Section 11: Each employee must punch their own timecard at the start of their workday, at the end of their shift and on every occasion the employee leaves and returns to the Transportation Department property (except on official transit business). An employee who punches a timecard

other than their own may be subject to disciplinary action. An employee who requests another employee to punch the first employee's card, may, upon proof, be subject to disciplinary action.

Section 12: Each employee, at the time employee punches in on their card, must have changed into their work clothes prior to punching the clock and be ready to work at the designated time.

ARTICLE 32

SPECIAL TOOLS AND GEAR

Section 1: The Employer will furnish all tools to mechanics hired prior to January 1, 1992, and foul weather gear as needed by mechanics.

Section 2: The Safety, Security, and Compliance Section Director for the Transportation Department shall determine those classifications of maintenance employees which need safety equipment. Individual Electrical Hazard (EH) rated safety shoes, safety glasses, safety gloves and back supports shall be furnished to those maintenance employees needing them, as determined by the Safety, Security, and Compliance Section Director for the Transportation Department.

Section 3: To ensure the health and safety, all maintenance employees are required to report to work each day in safety shoes. All maintenance employees will receive once a fiscal year, one pair of safety shoes, which meet OSHA standards. Employees will be provided their safety shoes through one of the County contracted vendors by participating in the voucher process. One time per fiscal year, eligible employees will be issued a voucher to obtain the base model of safety shoes to be used at the vendor's shoe truck at the employees' work location or an alternate vendor location. Employees who wish to obtain a pair of safety shoes other than the base model, will have the option to make up the difference in the cost between the selected safety shoes and the base model.

Section 4: All maintenance section employees will be required to wear clothing and EH rated safety shoes, required by the Transportation Department while on duty. Mechanics and maintenance employees will present a neat and clean appearance at all times. While employees

may have uniforms altered to improve fit or comfort, employees may not tailor uniforms in such a way to as to change the overall appearance of the uniform.

Section 5: All General and Junior mechanics hired after January 1, 1992, shall be required to provide all hand tools up to and including sizes to one and one-quarter (1¼) inch tools. General and Junior Mechanics and Paint and Body Technicians, hired after January 1, 1992, who successfully complete their probationary period by September 30 of a given year will receive a tool allowance of \$300.00 per fiscal year, payable the first full pay period in December of that year. Thereafter, employees hired after January 1, 1992, will receive a \$300 tool allowance once a fiscal year payable the first full pay period in December.

Section 6: General Mechanics, Junior Mechanics and Paint and Body Technicians may maintain only one (1) toolbox and one (1) rolling cart on County property, which must be maintained in an uncluttered manner. The dimensions of the toolbox should be no larger than 60 inches in width; 70 inches in height and 30 inches in depth (W60" x H70" x D30") and the dimensions of the rolling cart should be no larger than 32 inches in width; 45 inches in height and 22 inches in depth (W32" x H45" x D22"). Additional toolboxes and/or carts may be allowed with approval of the Maintenance Director.

ARTICLE 33

WORKWEEK - MAINTENANCE

The normal workweek for all maintenance employees shall consist of five (5) consecutive days of eight (8) hours each. At the discretion of management, the County may implement an alternate work schedule of four (4) consecutive days of ten hours each.

ARTICLE 34

WASH UP

The present practice of giving two (2) ten (10) minute breaks one in each half of the shift and 2 wash-up periods of five (5) minutes each (one in conjunction with lunch and the other at the end of the work day) shall be continued in the Maintenance Section.

ARTICLE 35

PENSIONS

The Employer agrees to continue to adopt the Florida Retirement System and incorporate herein the requirements of the Florida Retirement System as part of this Agreement.

ARTICLE 36

GENERAL CONDITIONS

Section 1: The Employer agrees to furnish to each individual employee access to two (2) mobile ticketing passes which shall be good for any dependent members (listed in Article 13 of this Agreement) either living in the employee's household or listed on their last year's income tax return as dependents. Employees who retire from County Service and receive a pension from the Florida Retirement System will receive access to two (2) mobile ticketing passes good only for use by the retired employee and their spouse. Rules governing the use of passes will be adhered to.

Section 2: The Employer shall designate and provide sufficient parking for private vehicles of employees who are assigned to work and are on duty.

Section 3: In the event that during the term of this Agreement the Transportation Department acquires specialized equipment that requires training in order to operate said equipment it will be considered a condition of employment for any affected employee to present themselves to management at the appropriate time designated by management for training in the operation of specialized equipment. Failure to comply with this Section will be considered cause for immediate suspension followed by severe disciplinary action including termination. The Employer agrees to pay affected employees for all training required.

Section 4: Employees covered by this Agreement may participate in an Employee Education Benefits Program to be established and administered by the Broward County Division of Human Resources. The eligibility requirements and amount, type, and condition precedent to obtaining reimbursement will be determined at the discretion of the County and subject to the amount

available in the funding.

Section 5: The Employer shall provide two (2) boxes, one (1) placed in the "driver's room," and one (1) placed in the "maintenance lounge," for the use of union officials for their incoming mail and correspondence.

Section 6: In the event a unit employee is assigned out of the County, their expenses, i.e., lodging and meals, will be reimbursed according to Administrative Order 701.

Section 7: Should the employer issue invitations to private sector contractors to bid on work performed by employees covered by this agreement, the employer shall notify the Union of such issuance.

Section 8: The union will have four (4) seats on the employer's Safety Committee selected by the union. The Safety Committee shall have the responsibility for: (a) identifying and recommending risk based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through the County's safety risk assessment; (b) identifying mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended; and (c) identifying safety deficiencies for purposes of continuous improvement. Off duty attendance on the Safety Committee shall not be compensated.

The union representatives will be rotated, two on January 1st and two on July 1st of each year.

Section 9: County issued identification cards will be updated/replaced as necessary, based on operational needs.

Section 10: Maintenance employees will be subject to bi-annual retraining by the Safety and Training Department concerning areas of safety to include but not limited to, forklift and Safety Data Sheet.

ARTICLE 37

SEPARABILITY

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 38

ATTENDANCE

1. RDO POLICY

When an Operator signs for RDO (Regular Day Off) work, the Transportation Department has the obligation to assign such work by seniority and guarantee each Operator who reports properly, a minimum of four (4) hours work. Any Operator who signs for RDO is expected to show for their report time, and/or work the assignment that is given to them by the Dispatcher.

- a) Any Operator “booking off” sick prior to a work assignment or failing to complete an assigned piece of work (unless a doctor’s certificate is presented) will be prohibited from working RDO for the next calendar month.
- b) Any Operator failing to make their report or relief at the scheduled time and place, before the Dispatcher in person or call within four (4) hours of their report or relief time, will be prohibited from working their RDO, for one calendar month for the first offense and for three (3) calendar months thereafter for the succeeding offenses within a rolling twelve-month calendar year.
- c) Any Operator who refuses an assignment will be prohibited from working RDO, for the next three (3) months.
- d) RDO Operators will not be required to make two (2) standby reports to satisfy the four (4) hours guarantee.

2. LATE REPORT/AWOL POLICY

FOR OPERATORS:

The following disciplinary policy is designed to address instances of untimeliness:

Step 1 - Oral Warning

Step 2 - BC-111, WARNING/COUNSELING (Admin. Review)

Step 3 - BC-111, 1 DAY SUSPENSION (Admin. Review)

Step 4 - BC-111, 3 DAY SUSPENSION (Admin. Review)

Step 5 - BC-111, 5 DAY SUSPENSION (Admin. Review)

Step 6 - TERMINATION (Admin. Review)

(a) The preceding six (6) step procedure is based on a rolling six (6) month period. Any late reports or AWOLs that are “older” than six (6) months will be excluded from consideration in these procedures.

(b) A Late Report will advance an Operator one (1) step in the procedure whereas an AWOL will be considered as a two (2) step advance.

An AWOL is a failure to make a report or relief at the scheduled time and place, and the Operator does not report before the Dispatcher in person or by phone within four (4) hours of their report or relief time. In the event an Operator is incapacitated and cannot report, another individual may make the report to the Dispatcher on the Operator’s behalf.

(c) Each Operator will be allowed up to two (2) late reports within any rolling six (6) month period (that will not be included in the six (6) step procedure) in which the Operator shows up in person at Dispatch, five (5) minutes late or less. (However, proper documentation will be maintained on all late reports).

At this time, the Dispatcher will automatically place the employee on standby, behind the regular Extra Board Operators, and ahead of any RDO Operators. All other late Operators will be given standby on an “as needed” basis at the Dispatcher’s discretion. All late Operators held on standby will be assigned work for the day as if they were “Extra Board Operators.” There will be

no minimum guarantee.

(d) Operators reporting more than five (5) minutes late will be placed, if needed, on standby behind the regular Extra Board and ahead of RDO Operators on standby.

(e) Operators traveling by BCT crew van or taxi to their relief points shall not be given a late report if the crew van or taxi enroute is late due to traffic problems, breakdowns, etc. If an Operator is aboard a BCT crew van or taxi enroute to a relief and may be late due to any aforementioned problem, they should inform dispatch of the possible lateness.

FOR MAINTENANCE:

The following procedures will apply to all employees in the Maintenance Section. All employees are expected to report to work on time according to their established schedule. Any employee not able to meet their schedule for the day, will notify the proper supervisor at least one (1) hour prior to the scheduled reporting time. Any employee not completing their scheduled workday, report to the Superintendent, Assistant Superintendent or Supervisor. Failure to obtain approval for leave may result in the employee being subject to appropriate disciplinary action.

Late Report

Any employee who has a late report will come under the following disciplinary process based on a rolling three (3) month period:

- 1st Late Report within rolling three (3) month period – Oral Warning
- 2nd Late Report within rolling three (3) month period – BC-111 Warning
- 3rd Late Report within rolling three (3) month period – 1 Day Suspension
- 4th Late Report within rolling three (3) month period – 3 Day Suspension
- 5th Late Report within rolling three (3) month period – 5 Day Suspension
- 6th Late Report within rolling three (3) month period – Termination

3. SICK LEAVE POLICY

1. A medical certificate signed by a licensed medical provider will be required to substantiate a request for sick leave when the period of absence consisted of four (4) or more consecutive working days. (As per Article 39, Section 2, Paragraph A, Item (1). Note: All medical certificates (required by the policy) must be submitted the same day the employee returns to work from the sick occurrence.

Excused Without Pay

1. All employees needing to be excused without pay should meet with the Assistant Superintendent or Superintendent to request and apply for such leave. Necessary paperwork may be required by the Superintendent to verify such requests.
2. Daily emergency time off may be granted only by Superintendents or Assistant Superintendents. In the event that such a situation arises, Operators must call in to Dispatch to inform the Dispatcher that they will not be able to work, and state to the Dispatcher the reason for their unavailability (car trouble, family emergency, etc.)
3. The Dispatcher will either refer the call to a Superintendent or Assistant Superintendents or will show the employee as "NOT AVAILABLE." It is the employee's responsibility to re-contact the Superintendent later to have their status changed to Excused Without Pay (EWOP) if warranted. The employee will follow the appropriate leave request process after the fact and will submit the necessary documentation that was requested by the Superintendent to verify the time off. The absence may also be changed to a personal day, a bonus day, or an incremental vacation day after discussion with the Superintendent. To be approved, employees must provide appropriate documentation on the next scheduled workday. Failure to provide the

appropriate documentation, will subject the employee to the appropriate disciplinary action.

4. At no time shall an Operator book off sick when needing such emergency time off. The use of sick time is restricted to occasions of illness, injury, doctor's treatment, etc., only, not for personal use.

ARTICLE 39

SICK LEAVE AND FAMILY ILLNESS LEAVE

Section 1: During the term of this Agreement, full-time employees covered by this Agreement shall be entitled to paid sick leave one (1) day per month accumulated for a maximum of one hundred and twenty (120) days.

- A.** An employee shall not claim any of the following days as a sick day and no payment shall be made or requested for these days:
1. Holidays not worked, or during period of vacation.
 2. Day immediately preceding or following a scheduled vacation or holiday, unless a doctor's note is presented on Transportation Department form.
 3. When Worker's Compensation is received.
- B.** Earned but unused sick days shall be accumulated and paid as follows:
1. When an employee terminates employment in good standing said employee shall be paid twenty-five percent (25%) of their accumulated sick leave as of the effective date of termination.
 2. An employee who attains the required number of years of County service for retirement and is otherwise eligible for retirement under the Florida Retirement System, shall receive fifty percent (50%) of their accumulated sick leave as of the effective date of retirement.
- C.** Employees may take sick leave equal to and no less than run time.

Section 2: Sick leave pay is granted for absence legitimately due to sickness, maternity, or accident only. An employee making claim for sick leave pay which the Employer considers excessive or abusive may be required to take a physical

examination by a physician of the Employer's choice, without cost to the employee, to determine the physical fitness of the employee to perform their duties.

A. Certification by licensed medical provider - A medical certificate signed by a licensed medical provider may be required by an employee's division head to substantiate a request for sick leave when:

1. The period of absence (due to illness) consisted of four or more consecutive working days.
2. The Union will be notified in writing and be given reasonable time not to exceed five (5) calendar days to counsel any unit employee who management considers to be abusing sick leave. The employee shall be simultaneously notified in writing by management.
3. Absence from duty recurs frequently or habitually and the employee has been notified or warned that a certificate will be required should further absences occur.
4. Hospitalized employees and/or outpatient employees who furnish a doctor's certificate shall be considered to have satisfied the contract requirements.

B. Abuse of sick leave - 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 3: Probationary employees shall be ineligible for sick leave pay.

Section 4:

A. Effective November 1, 1983, and each November thereafter, an employee shall declare their intention to convert within the timeframe provided by management, no more than one half (1/2) of the accrued sick leave not to exceed forty (40) hours but no less than eight (8) hours earned and accrued during the preceding annual twelve (12) months provided that:

1. The employee must have no less than ninety-six (96) unused sick leave hours

in addition to the hours converted and,

2. The sick leave conversions shall be picked at the same time as the annual vacation pick with the understanding that the converted time shall thereafter be considered annual leave and not sick leave,
3. Conversions must be in eight (8) hour increments. For operators, any conversion of less than forty (40) hours must be taken in conjunction with their regular vacation. Maintenance employees with conversions of less than forty (40) hours can be taken in eight (8) hour increments and must be picked during the vacation pick. Open dates for Maintenance employees are to be bid by seniority.

Section 5: An employee will be entitled to earn one (1) bonus day for each 13 pay periods that no sick leave is taken. The bonus day must be used within the nine (9) month period immediately following the 13 pay periods in which it was earned. If the bonus day is not used in the nine (9) month period, the employee shall be paid for eight (8) hours at the employee's regular straight hourly rate. Each 13 pay periods is measured from the date of employment, or last instance of sick leave. An approved, pre-scheduled sick leave bonus day shall count as hours worked for the purposes of computing overtime. (See Letter of Understanding dated November 7, 2001, as attached to Article 50)

If a bonus day is taken as an actual day off as scheduled by the County, the employee will receive their regular scheduled pay time but no less than eight (8) hours. If the employee works the bonus day as scheduled by the County, employee will receive pay for time actually worked plus an additional eight (8) hours at the straight time rate of pay.

Section 6: Employees covered by this labor agreement may participate in the County's Sick Leave Donation Program subject to the same guidelines and eligibility requirements as non-represented employees.

Section 7:

- A.** Family Illness Leave may be granted to an eligible employee as defined in Paragraph B below in the case of actual sickness or disability of an immediate family member. Immediate family shall be defined as the employee's spouse, father, mother, son, daughter, and stepson/daughter if domiciled in the employee's household. Under serious and unusual circumstances, the Operations Division Assistant General Manager or designee, at their sole discretion, will consider granting Family Illness leave for employees in the case of actual sickness or disability of an immediate family member not domiciled in the employee's household.
- B.** Employees who have successfully completed an initial probationary period and who are otherwise eligible to earn and use sick and annual leave may be allowed to use up to a maximum of forty (40) hours of their accrued sick leave in any one calendar year to care for an ill immediate family member.
- C.** Use of accrued sick leave for Family Illness is subject to the procedures of the Sick Leave Monitoring Policy governing the use of Sick Leave and shall be treated as any other usage of an employee's sick leave for the purposes of documentation and approval.
- D.** Leave in excess of the forty (40) hours specified in Paragraph B above may be granted in accordance with the provisions specified in Article 16, Vacations.

- E. Any changes made to the Family Illness Leave benefit granted by the Board of County Commissioners for non-represented employees during the term of this Agreement shall also apply to employees covered by this Agreement.

Section 8: Employees who are approved to utilize their sick leave under their Family Medical Leave Act (FMLA) entitlement shall not have that designated sick leave counted as an occurrence for purposes of the sick leave monitoring policy nor shall use of that designated sick leave disqualify an employee from being awarded a “bonus day” pursuant to Section 5 of this Article.

ARTICLE 40
RELIEF OPERATOR

Section 1: If an operator's relief operator does not report on time to the relief point, the operator waiting for relief will be given preference in continuing the run to completion at time and a half. The operator waiting for relief must notify the dispatcher as to their decision of whether they wish to continue the run or be relieved within two hours.

Section 2: The employee shall be guaranteed no less than one (1) hour relief time if not relieved.

Section 3: If requested, and not relieved at the end of the first two hours, the operator may return the bus to the yard.

ARTICLE 41

SHIFT WORK

Section 1: Maintenance employees beginning a tour of duty on or after 10:00 p.m. and working at least eight (8) hours shall receive sixty cents (\$.60) per hour in addition to their regular rate of pay. The additional sixty cents (\$.60) per hour shall be used in calculating overtime.

Section 2: Maintenance employees beginning a tour of duty on or after 3:00 p.m. to 12:30 a.m., shall receive fifty-five cents (\$.55) per hour for their full tour of duty in addition to their regular rate of pay. The additional fifty-five cents (\$.55) per hour shall be used in calculating overtime.

Section 3: All regular scheduled service operators working at least seven (7) hours after 3:00 p.m., shall receive twenty-five cents (\$.25) per hour for all hours worked after 3:00 p.m. in addition to their regular rate of pay. The additional twenty-five cents (\$.25) per hour shall be used in calculating overtime.

ARTICLE 42

CONFLICTS

Where a conflict exists between the provisions of this agreement and County Civil Service provisions, this agreement shall prevail.

ARTICLE 43
DRUG AND ALCOHOL TESTING

Section 1.

- A.** The County and the Union recognize that employee substance and alcohol abuse may have an adverse impact on County government, the image of County employees, and the general health, welfare and safety of the employees and the general public at large.
- B.** All employees shall be fully informed of the County's substance abuse testing policy before testing is administered. Employees shall be provided with information concerning the impact of the use of drugs and abuse of alcohol on job performance. All newly hired employees shall be provided with this information within a reasonable period after their initial date of hire. No employee may be tested until this information is provided to the employee.

Section 2. PURPOSE: The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risk posed by the use of alcohol and prohibited drugs.

Section 3. APPLICABILITY: All employees covered by this Agreement perform safety-sensitive functions and are, therefore, subject to drug and alcohol testing in accordance with this Article and applicable laws and regulations. A safety-sensitive function is any duty related to the safe operation of mass transit service including the operation, dispatch, and maintenance of a revenue service vehicle (whether or not the vehicle is in revenue service).

Section 4. DRUG-FREE WORKPLACE APPLICABILITY:

- A.** Pursuant to the Drug-Free Workplace Act of 1988, any employee who is convicted of a

criminal drug violation occurring in the workplace must notify the County of such conviction in writing no later than five (5) days after the conviction. An employee who is convicted of a violation of a criminal drug statute occurring in the workplace will be subject to discipline, up to and including termination. As used above, the term conviction means a finding of guilty (including a plea of nolo contendere), an imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

B. Pursuant to its obligations under the Drug-Free Workplace Act of 1988 the County will:

1. Notify the appropriate Federal grantor agencies within ten (10) days of receiving notification from an employee or otherwise receiving notice of an employee's conviction of a violation of a criminal drug statute.
2. Discipline the employee, up to and including termination, within thirty (30) days of receiving notification from an employee or otherwise receiving notice of an employee's conviction of a violation of a criminal drug statute.
3. Make a good faith effort to maintain a drug-free workplace by fulfilling the requirements of the Drug-Free Workplace Act of 1988; and
4. Notify all employees of the County's drug-free workplace policy.

Section 5. PROHIBITED CONDUCT

A. Intoxication/Under the Influence: Any safety-sensitive employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Employees found to be under the influence of prohibited substances or who fail to pass a drug or alcohol test shall be removed from duty. A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

- B. Alcohol Use:** No safety-sensitive employee should report for duty or remain on duty when their ability to perform assigned functions is adversely affected by alcohol or when their alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol while performing safety-sensitive functions, within four hours of reporting for duty, or during the hours that they are on call. In order for the test to be done at the conclusion of a shift, the test must be done immediately, and the employee shall be paid for the time necessary to conduct the test which pay shall be for no less than 30 minutes.
- C. Compliance with Testing Requirements:** All safety-sensitive employees will be subject to urine drug testing and breath alcohol testing. Any safety-sensitive employee who refuses to comply with a request for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately, and their employment terminated. Refusal can include an inability to provide a specimen or breath sample within **three (3)** hours of the initial attempt to provide a specimen or sample without a valid medical explanation; a verbal declaration; obstructive behavior; or physical absence resulting in the inability to conduct the test.

Section 6. TESTING FOR PROHIBITED SUBSTANCES:

- A.** Pursuant to federal regulations and county policy, testing will be conducted for the following substances:

Alcohol
Marijuana
Cocaine
Opiates
Phencyclidine
Amphetamines

The County will periodically inform employees, formally and/or informally, of the dangers

of drug and alcohol abuse in the workplace and of rehabilitation programs available to employees.

- B.** All safety-sensitive employees shall be subject to testing prior to employment, for reasonable suspicions, and following a collision, consistent with applicable federal regulations. In addition, all safety-sensitive employees will be tested prior to returning to duty after failing a drug test, during and/or after completion of rehabilitation treatment. Those employees who perform safety-sensitive functions as defined in Section 3 of this policy shall also be subject to testing on a random, unannounced basis.
- C.** Regarding drug testing, an initial drug screen will be conducted on each specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended.
- D.** Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will result in removal from their position for the remainder of the employee's scheduled shift. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy.
- E.** Any safety-sensitive employee that has a confirmed positive drug or alcohol test will be removed from their position, informed of educational and rehabilitation programs available,

and evaluated by a Substance Abuse Professional (SAP).

- F.** Upon successful completion of compulsory or voluntary rehabilitation (as determined by the County physician and SAP) the employee shall be returned to their regular duty assignment or the equivalent thereof. If continued treatment is prescribed after return to duty, such may be imposed by the County as a condition of continued employment consistent with a return to work agreement. Such prescribed treatment may include unannounced follow-up testing which shall be conducted in accordance with the federal regulations. Should an employee refuse to submit to drug or alcohol testing in accordance with this Article and the County's policy, to submit to and successfully complete a treatment and rehabilitation program prescribed by the SAP and County Physician, to comply with the requirements of any prescribed treatment, or should the employee test positive for drugs or alcohol during the rehabilitation and prescribed treatment period, the employee shall be immediately dismissed.

Section 7. Types of Testing:

- A.** Pre-Employment Testing: All safety-sensitive position applicants shall undergo urine drug testing and breath alcohol testing (alcohol testing suspended by FTA May 10, 1995) prior to employment. Receipt by BCT of negative test results is required prior to employment. Employees may also be required to undergo pre-employment testing following a leave of absence, seasonal layoff, out or reassigned for workers= compensation, temporary assignment to nonsafety-sensitive duties (including light duty), or combination thereof, for a period of thirty (30) consecutive days or longer.
- B.** Reasonable Suspicion Testing: The County may require any employee to submit to a breath and/or urine analysis when it has a reasonable suspicion that an employee is

impaired in the performance of duty because the employee is under the influence of alcohol, drugs or narcotics. To permit testing, the County must have reasonable suspicion based upon the observations of one (1) supervisor establishing reasonable suspicion to believe that an employee is under the influence of illegal drugs or alcohol.

C. Post-Accident Testing: All safety-sensitive employees will be required to undergo urine and breath testing if they are involved in a collision with a BCT vehicle (regardless of whether or not the vehicle is in revenue service) that results in a fatality. This includes all safety-sensitive employees that are on-duty in the vehicles and any other whose performance could have contributed to the collision.

1. In addition, a post-collision test will be conducted if a collision results in injuries requiring transportation to a medical treatment facility; or one or more vehicles incurs disabling damage that requires towing from the site; unless the employer determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the collision.
2. Following a collision, the safety-sensitive employee will be tested immediately, but not to exceed eight hours for alcohol testing and 32 hours for drug testing. Any safety-sensitive employee involved in a collision must refrain from alcohol use for eight hours following the collision or until employee undergoes a post-collision alcohol test. Any safety-sensitive employee who leaves the scene of the collision without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test and their employment terminated. Employees tested under this provision will include not only the operations personnel, but any other covered employees whose performance could have contributed to the collision.

D. Random Testing: Employees in safety-sensitive positions will be subjected to random, unannounced testing. At least 50 percent of the total number of safety-sensitive employees subject to drug testing and at least ten 10 percent subject to alcohol testing must be tested each year. These percentages are subject to change as prescribed in the federal regulations as amended.

E. Return-to-Duty Testing: All safety-sensitive employees who previously tested positive on

a drug or alcohol test must test negative and be evaluated and released to duty by the Substance Abuse Professional before returning to work.

- F. Follow-up Testing:** Safety-sensitive employees will be required to undergo random urine and breath testing consistent with their return-to-work agreement.
- G. Employee Requested Testing:** Any safety-sensitive employee who questions the results of a required drug test under paragraphs 6.1 through 6.5 of this policy may request that an additional test be conducted. This test must be conducted at a different testing DHHS-certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are paid by the employee unless the result of the split sample test is negative. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the MRO within 72 hours of notice of the initial test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

Section 8. EMPLOYEE ASSESSMENT:

- A.** Any safety-sensitive employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds set forth in 49 CFR Part 40, as amended, will be evaluated by a Substance Abuse Professional (SAP). A SAP is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of controlled substance or alcohol-related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems

associated with prohibited substance abuse or misuse.

B. An employee who test positive for the presence of alcohol, and is referred to a SAP for assessment, shall have the option to take advantage of the following applicable review process:

1. If the County contracts with an outside provider for SAP services, the following process will apply:

After an SAP has recommended treatment and the employee has met with a treatment provider to prepare a treatment plan, the employee may request that their case be reviewed by a County Employee Assistance Program SAP if the employee disagrees with the treatment recommendation.

2. If the County **does not** contract with an outside provider for SAP services, the following process will apply:

After a County Employee Assistance Program SAP has recommended treatment and the employee has met with a treatment provider to prepare a treatment plan, the employee may request that their case be reviewed by a qualified third-party SAP if the employee disagrees with the treatment recommendation. The County and the Union will mutually select the third-party SAP.

C. If a safety-sensitive employee is allowed to return-to-duty, the employee must properly follow the rehabilitation program prescribed by the SAP, the employee must pass return-to-duty drug and alcohol tests and be subject to unannounced follow-up tests for a period of up to five years from date of return to duty. Should the employee be unavailable for follow-up testing due to approved leave of absence, seasonal layoff, out or reassigned for workers' compensation, any temporary assignment to nonsafety-sensitive duties (including light duty) or combination thereof, for a period of thirty (30) consecutive days or longer, the employee shall be re-evaluated by the SAP to determine whether the requirement for and term of treatment and/or the Return to Work Agreement shall be extended accordingly.

The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider.

Section 9. SYSTEM CONTACT: Any questions regarding this policy or any other aspect of the drug-free and alcohol-free transit program individuals should contact the following transit system representative:

**Drug and Alcohol Testing Program Manager
Broward County Transportation Department
(954) 357-9721**

Section 10. VOLUNTARY ADMITTANCE: All employees are encouraged to make use of the available resources for treatment for alcohol and substance abuse problems. An employee may be allowed to voluntarily enter a County approved chemical dependency program, assuming that the employee has had no history of substance influence or use and that no disciplinary action is pending (and further that the employee has done nothing for which the employee could be subject to disciplinary action) at the time of such request.

Section 11. GENERAL PROVISIONS:

- A.** The parties agree that rehabilitation rather than discipline is the primary objective. At the conclusion of the drug and/or alcohol testing, the County may take whatever action, if any, it deems appropriate. However, in the case of an employee who has not previously tested positive, and except in cases involving moderate or major property damage, personal injury of passengers or other members of the public or gross misconduct by the employee, the employee shall be permitted to enter a County approved chemical dependency program.
- B.** Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by

the U.S. Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in 49 CFR [Part 40, as amended.]

- C.** An employee affected by the provisions of the Article shall be granted the opportunity to contact and meet with a Union official in order to advise the Union of the desire of the County to take a urine sample and/or breath sample prior to said sample being given by the affected employee. However, in no event will the test be delayed by more than one (1) hour.
- D.** Two (2) years after treatment is completed, the records of such treatment shall be retired to a closed medical record. The employee shall be given a fresh start with a clean administrative record and the retired records shall not be used against the employee in any proceeding. However, this fresh start provision may be used only for the first instance of compulsory treatment.
- E.** Application of all aspects of this procedure are subject to the grievance procedure.
- F.** The Union, upon request, shall have the right to observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results only if the release of such information is authorized by the employee involved, or may observe an individual during testing only if consented to by the individual. Such authorization or consent must be in writing.
- G.** Employees are entitled to all rights, benefits and protections to which they are otherwise entitled under law but which are not expressly set out herein.
- H.** This article is not intended as a complete restatement of the federal regulations or the County's policy. All regulatory requirements not specified herein shall govern the implementation of this article.

- I. The parties agree that the Broward County Transportation Department substance abuse policy shall be consistent with the Federal regulations adopted pursuant to the Drug Free Workplace Act of 1988, the Omnibus Transportation Employee Testing Act of 1991, and any other applicable State or Federally mandated rules or regulations.

ARTICLE 44

WORK RULES AND PROCEDURES

Section 1: The County's Bus Operator Rules and Procedures, and Bus Maintenance and Materials Management Rules and Procedures, are incorporated by reference herein. Any application or interpretation of these rules and procedures shall be subject to the grievance procedure.

Section 2: Should the County desire to add to, delete, and/or amend a current work rule or procedure to issue a new work rule or procedure, such work rule or procedure shall be presented, in writing, to the Union at least thirty (30) days prior to proposed implementation of the new work rule or procedure. Immediate changes to work rules and procedures will be made in the event of an immediate safety, security, or regulatory requirement.

Section 3: Nothing in this provision shall constitute a waiver of the Union's right, under the Public Employees Relation Act, if any, to bargain over the impact of any proposed work rule or procedure.

ARTICLE 45

RUN/SHIFT EXCHANGE

Section 1: Effective January 1, 1992, members of the bargaining unit, except probationary employees in training, shall have the right to request a run/shift exchange by means of a form provided by the County, which both parties to the exchange must complete and sign. The completed form must be presented to the Superintendent or designee for approval. Requests for exchanges must be made seventy-two (72) hours in advance. In the case of a documentable emergency, approval may be granted with less than seventy-two (72) hours' notice at the discretion of the Superintendent.

Section 2: The maximum number of exchanges allowable for any bargaining unit member shall not exceed five (5) exchanges per calendar year for an employee initiating the request. Run/shift exchange cannot be used in conjunction with a scheduled vacation.

Section 3: Any employee on duty by virtue of a run/shift exchange shall be entitled to the same benefits, privileges, and protections and shall assume the same responsibilities as on-duty personnel. Repayment of a run/shift exchange is the responsibility of the employee.

Section 4: A replacement who leaves work early because of illness shall have the sick leave deducted from their bank and not from the bank accrued by the employee originally assigned to the run/shift. Otherwise, payroll computations will not be affected by run/shift exchanges.

Section 5: A run/shift exchange constitutes an even exchange and neither party becomes eligible for overtime pay because of the exchange. Each employee will be credited as if they had worked their normal schedule.

Section 6: An employee who abuses the procedures described in this Article shall be subject to

the loss of the right to run/shift exchange for the period of one (1) year. Any member of the bargaining unit who agrees to run/shift exchange but reports sick for the agreed exchange must provide doctor's lines to verify the illness. All sick reporting or booking off a run must be done in accordance with existing policies. An employee who fails to provide doctor's lines or otherwise fails to report to work the agreed run/shift, shall be subject to disciplinary action. Members of the bargaining unit are encouraged to police the practice themselves with the operational needs of the County, as well as the practical needs of their bargaining unit members in mind.

Section 7: Both Operators involved will be responsible for operating their new temporary assignment. Either employee involved in the run/shift exchange will be subject to all regular rules and regulations that govern normal operations.

Section 8: Both run exchanges must occur within a sixty (60) day period and cannot extend beyond the run of the current pick.

ARTICLE 46

PART-TIME BUS OPERATORS

All terms and conditions of the labor agreement, including work rules, shall apply to part-time Operators except as otherwise specifically provided in this Article:

Section 1: The County may hire part-time Bus Operators separate and apart from hiring full-time Bus Operators. The total number of part-time Operators shall not exceed 15% (fifteen percent) of the total number of budgeted full-time Bus Operators positions. In determining the number of part-time Operators permitted in a succeeding year, the County on September 30th of each year must, not only have budgeted full-time Operators, but also have actually filled 90% of those budgeted full-time Operator positions for each fiscal year. If on September 30th, the County has not actually filled 90% of the budgeted full-time Operator positions then the County is not permitted to increase the percentage of part-time Operators as provided herein until it has actually filled 90% of the budgeted full-time Operator positions. By way of illustration regarding the number of part-time Operators, if the County increases its number of budgeted full-time Operator positions in a succeeding fiscal year, the number of actual part-time Operators employed cannot exceed the prior year's part-time percentage cap unless the percentage of full-time positions actually filled is at or above ninety (90%) percent of budgeted full-time positions on September 30th or until ninety (90%) are filled thereafter.

For example, if 700 full-time Operator positions are budgeted, the County at the 10% threshold is permitted to have 70 part-time Operators. On September 30th, when the number of full-time Operator positions actually filled is reviewed against the budgeted number of positions, if the number of filled full-time Operator positions is less than 630, then the County

cannot hire more than 70 part-time Operators until such time as it has more than 630 filled full-time Operator positions after September 30th. Notwithstanding, the County may still hire part-time Operators up to the previous cap of 70. Also, by way of example, even if the County increases its number of budgeted full-time positions for the subsequent fiscal year, it may not increase the number of part-time Operators for the subsequent fiscal year until such time as the County actually fills more than 630 full-time Operator positions.

If the percentage of filled full-time positions is below ninety (90%) percent of budgeted full-time positions, then part-time Bus Operators will be given the first opportunity to change their status to full-time Bus Operator. If they refuse the full-time Bus Operator position, they remain at their current status and the opportunity for full-time status will then be passed to the next part-time Operator on the part-time seniority list until the list is exhausted.

In addition to the above, on September 30, 2009, and every two years thereafter on September 30th, and after the part-time Bus Operators have had the opportunity to change their status to full-time, if the percentage of filled full-time positions is less than ninety (90%) percent of the budgeted full-time positions, then no new part-time Bus Operators may be hired until such time as the percentage of full-time positions actually filled is at or above ninety (90%) percent of budgeted full-time positions. For example, if 700 full-time Bus Operators are budgeted, the County at the 15% threshold is permitted to have 105 part-time Bus Operators. On September 30th, when the number of full-time Bus Operator positions actually filled is reviewed against the budgeted number of positions, if the number of filled full-time Bus Operator positions is less than 630, then the County cannot hire any part-time Bus Operators until such time as they have more than 630 filled full-time Bus Operator positions after September 30th. Also, by way of example, even if the County increases its number of budgeted full-time positions for the subsequent fiscal

year, it may not hire any part-time Bus Operators for the subsequent fiscal year until such time as the County actually fills more than 630 full-time Bus Operator positions.

No full-time Bus Operator will be laid off as a result of hiring part-time Bus Operators. Notwithstanding the provisions of Article 8 (Reduction in Personnel - Reemployment), in the event of a layoff, part-time Operators shall be laid off prior to any full-time Operator being displaced.

Section 2: Part-time Operators may be used solely in the following manner:

- A.** Part-time Operators may be used for scheduled park and rides, express routes and on the Regular Extra Board.
- B.** Part-time Operators may also be used for scheduled Peak Service that occurs between 5AM-11AM and 2PM-8PM, subject to the restriction of there being a minimum of three and one half (3.5) hours between the end of a Peak Service AM part-time run and the beginning of a Peak Service PM part-time run for the same route. The County may extend either end of the AM or PM Peak Service up to 15 minutes provided that the service does not extend beyond six (6) hours for either the AM or PM. The Union President and the Transportation Director can mutually agree to adjust the Peak Service times.
- C.** With the exception of part-time Operators assigned to the Regular Extra Board and express routes, all part-time Operators shall work no more than five (5) hours each day in the AM and/or five and one half (5.5) hours each day in the PM. Additionally, there shall be a minimum of three and one half (3.5 hours) between the end of an AM part-time run and the beginning of a PM part-time for the same route.
- D.** Part-time Operators shall work no more than a weekly total of twenty-nine and one half

(29.5) hours with no weekly minimum guarantee. All of the hours set forth herein shall include scheduled travel time but exclude any extraordinary and/or unforeseen circumstances (for example, breakdowns, collisions, traffic).

- E. Part-time Extra Board Operators shall be guaranteed a minimum of two (2) hours pay for a scheduled report unless assigned work is given prior to the two (2) hours, in which case the Operator will be paid for actual standby time prior to assignments.
- F. Part-time Operators shall not work their Regular Days off.
- G. No use of part-time Operators, other than as specifically set forth in this Section, is permitted.

Section 3: In the event that at the time of the pick there are not enough part-time Operators to select the number of part-time runs/rostered positions, then full-time Operators shall have the opportunity to pick/fill any part-time rostered positions not selected. Thereafter, once any part-time Operator is hired then the full-time Operator will relinquish the part-time run/rostered position in reverse order of seniority.

Section 4: Leave of Absences shall not exceed ninety (90) calendar days for part-time Operators. Granting of such leave will be at the discretion of management.

Section 5: The part-time seniority list will remain separate from that of the full-time Bus Operators list.

Section 6: For the purposes of Sick and Annual Leave part-time Operators will accrue leave on a half-time (i.e., 4 hours for every 8 hours earned).

Section 7: Part-time Bus Operators may apply for full-time Bus Operator vacancies.

Section 8: Full-time Operators that have successfully completed a probationary period, shall have the option to fill part-time vacancies prior to the hiring of new part-time Operators. The full-

time Operator must notify management, in writing, of their request to change their status to part-time. The change from full-time to part-time will become effective on the first day of a new pick, providing the employee has given management a written thirty (30) day notice. Full-time Operators changing to part-time employment will be placed at the bottom of the part-time seniority list. Once during an employee's time with the County, if a converted part-time Operator wishes to revert back to full-time, they could do so and return to full-time status with prior seniority if this change is made within seventy (70) working days from the date of the conversion to part-time.

Section 9: Part-time Operators shall be paid four (4) hours at their regular rate of pay for each Holiday.

Section 10: Part-time runs will be assigned via a pick based on part-time seniority regardless of facility. Part-time Operator picks will coincide with full-time Operator picks. Part-time Operators shall be paid for all hours worked at their regular rate of pay. Part-time Extra Board Operators may be assigned to either facility based on operational needs on a weekly basis with the same travel time as provided to Operators on the full-time Flex Board.

Section 11: All part-time Operators will receive an initial uniform upon completion of training as outlined in Article 27 except that they will receive 3 shirts, three (3) pants and the choice of a sweater or jacket, the remaining balance will be given upon completion of full-time training, if applicable. These uniform items must be returned to BCT in the event the employee leaves during their first calendar year otherwise the cost of initial uniforms will be deducted from their final paycheck. Part-time Operators will receive half of the full-time operator allotted uniform issuance according to Article 27. All part-time operators must use their uniform vouchers within six (6) months of the date that the vouchers are available. After this time a voucher will be void.

Section 12: Part-time Bus Operators will only be issued one pass which will only be good for their use. A second pass for use by the part-timer's family will not be issued. At any time when leaving the employ of the Transportation Department, the pass and transfer punch holder and all other necessary items that may be required to be returned, before the final payroll check will be issued.

Section 13: Any part-time Operator reporting for work late five (5) minutes or less, may be held for part-time work at the dispatcher's discretion.

ARTICLE 47
PARENTAL LEAVE

Full-time benefit eligible bargaining unit employees shall be eligible for the Broward County parental leave policy on the same terms and conditions applied to the County's unrepresented employees.

ARTICLE 48

DURATION OF AGREEMENT

Section 1: The provisions of this agreement, except as otherwise specifically provided in the agreement, shall be effective upon ratification of the Unit membership and approval of the Board of County Commissioners for Broward County, Florida and shall continue in force thereafter, through September 30, 2026, exclusively for those bargaining unit employees on the Transportation Department payroll on the date of approval of this Agreement by the Board of County Commissioners and for any employees who retired under the Florida Retirement System as provided in Article 26.

Section 2: If no Agreement shall have been reached by the parties within thirty (30) days from the expiration of said term of this Agreement, the Federal Mediation and Conciliation Service and any state agency established to mediate and conciliate disputes within the state shall be notified of the existence of a dispute as provided for by Florida law.

ARTICLE 49

CONCLUDING GENERAL PROVISIONS

Section 1: Notices permitted or required to be served under the terms of this Agreement, unless otherwise specified, shall be sufficiently served for all purposes herein when mailed by certified mail, postage prepaid, return receipt requested, as follows:

TO: Broward County Transportation Department
Suite 3100 A
1 University Drive
Plantation, Florida 33324

and the date of receipt of such notice shall be the controlling date for all purposes hereunder. Any party to this Agreement may give a change of address to the other party by written notice, and unless such notice is given to the other party, the mailing address as set forth herein shall be considered sufficient for all purposes. Notice may be delivered in person, but in such an event, proof of such delivery by the person receiving such notice must show the day and the hour on the original of all copies of such notices.

ARTICLE 50

LETTERS OF UNDERSTANDING

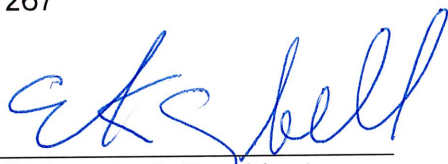
The attached letters of understanding described below are to continue in effect throughout the term of this Agreement.

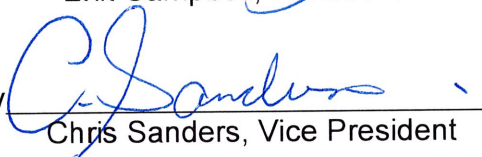
- 1) Light Duty Policy Maintenance
- 2) October 8, 1999, re: Clarification of Medical Arbitration and Light Duty
- 3) November 7, 2001, re: DROP/Bonus Days/Benefits While on Leave of Absence
- 4) February 2, 2007, re: Implementation of Full-Time Bus Operators Selecting Part-Time Runs
- 5) July 2, 2013, re: Letter of Understanding for Union participation for EasyPay (Time and Attendance, PayCard Program and Enterprise Resource Project).
- 6) January 29, 2020, re: Letter of Understanding – Pay for Future Declared Emergency Working Conditions
- 7) January 29, 2020, re: Letter of Understanding – Implementation of Paint and Body Technician Classification

ARTICLE 51
SIGNATURE PAGE

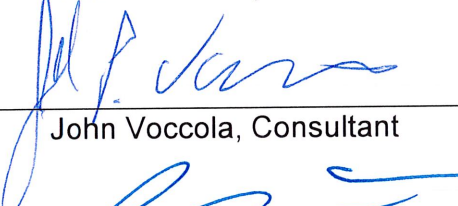
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives, as of this 13 day of October, 2023.

AMALGAMATED TRANSIT UNION,
LOCAL 1267

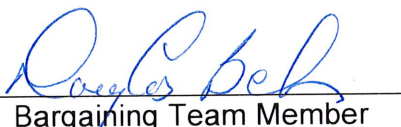
By 
Erik Campbell, President

By 
Chris Sanders, Vice President

By _____
William Howard, Consultant

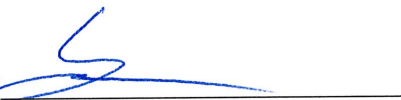
By 
John Voccola, Consultant


By 
Bargaining Team Member

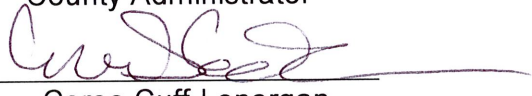
By 
Bargaining Team Member

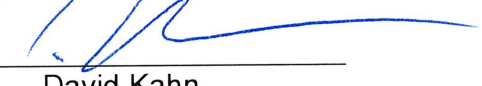
By 
Bargaining Team Member


BROWARD COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

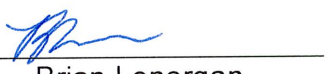
By 
Lamar Fisher
Mayor, Broward County

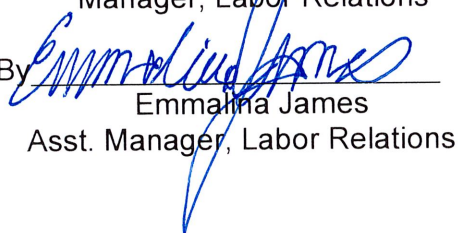
By 
Monica Cepero
County Administrator

By 
Coree Cuff-Lonergan
Director, Transportation

By 
David Kahn
Director, Human Resources

By 
Allen Wilson
Asst. Director, Human Resources

By 
Brian Lonergan
Manager, Labor Relations

By 
Emmalina James
Asst. Manager, Labor Relations

LIGHT DUTY AGREEMENT BETWEEN BROWARD COUNTY MASS
TRANSIT/MAINTENANCE DEPARTMENT AND AMALGAMATED TRANSIT UNION 1267

The following guidelines have been established concerning workman compensation/light duty and those granted personal light duty.

LIGHT DUTY

The light duty list will be a guideline to utilize Workmen's Compensation employees first, then "personal" injury employees. The time allowed will be limited to the medical recommendation, as agreed to by Broward County Transit, but will not be considered a permanent position. This agreement assures there will be no change in work shifts to prevent the payment of overtime. No overtime will be granted to anyone on light duty. The employee on light duty will work his normal shift. This agreement will be limited to Maintenance employees only; no Coach Operators.

DUTIES TO INCLUDE:

1. Sweep shop area
2. Pick up trash in yard with a stick poker
3. Clean and dust shelves in parts room
4. Yard map/WCL recycle check reports
5. Pick up and deliver parts between garages
6. Check parts inventory
7. File paperwork
8. Check prices for purchasing
9. Check in and put away parts - areas to consider (as per doctor's instructions) are limits on lifting, stooping, bending, and going up and down stairs.
10. Transport coaches to/from non-mechanical road failure
11. Road test coaches - diagnosis of driver complaints for repair
12. Clean coach interior (as per doctor's instructions) with reasonable accommodation to the employee on an individual basis.
13. Repair coaches (as per doctor's instructions) with reasonable accommodation to the employee on an individual basis.
14. Check and repair fleet lights

In addition to the above, an employee claiming personal injury and requesting light duty will be required to submit doctor's lines and the "Broward County Board of County Commissioners Alternate Duty Criteria and Guidelines" form, which must be filled out by the attending physician along with doctor's recommendation of items pertaining to said employee from light duty list.

The employee whose granted "personal light duty" will be accommodated as per doctor's recommendations. If the employee goes beyond 45 calendar days, a medical re-examination will occur as outlined by the above paragraph. The employee will either return to full duty or return to light duty, up to a 45 calendar day period and will be subject to another medical examination. After the second examination the employee may be allowed an additional 30 days of light duty.

This agreement will be in effect for a trial period of six (6) months. At this time both management and union officials will meet to consider if this agreement should be continued or cancel the above as non-binding.

The trial period for this agreement has been set for May 1, 1995 until November 1, 1995.

Signature: Ed Dunn
Ed Dunn, Maintenance Manager
MASS TRANSIT DIVISION

Witness: Joyce Mack

Signature: Pat Finn
Pat Finn, Representative
AMALGAMATED TRANSIT UNION

Witness: Belaia Roman



Division of Human Resources
 115 S. Andrews Avenue, Room 508
 Fort Lauderdale, FL 33301

October 8, 1999

Joe Catricola, President
 ATU Local 1267
 c/o Mass Transit Division

RE: Letter of Understanding - Clarification of Medical Arbitration and Light Duty

Dear Mr. Catricola:

The purpose of this letter is to document our mutual agreement with regard to medical arbitration as described in Article 9, Section 3 and the Light Duty policy.

1. The Union and the County agree that any individual who is offered or has the opportunity to work light duty and rejects such light duty while filing for medical arbitration under Article 9, will not be considered "held out" of service pursuant to Article 9, Section 3. Accordingly, those individuals would not be eligible for the fifteen days pay, if the third doctor put the employee back to work.
2. In the event that an individual does work light duty during medical arbitration and such light duty is less than his or her regular scheduled shift, if he or she prevails under Article 9, Section 3, that employee would be "made whole" and be paid the difference between the amount of time that he or she actually worked light duty and his or her regularly scheduled shift.

If this letter is consistent with our mutual understanding, please sign below.

Sincerely,


 Phil Rosenberg, Director


 Union Representative



Division of Human Resources
 115 S. Andrews Avenue, Room 508
 Fort Lauderdale, FL 33301

November 7, 2001

Mr. Joseph Catricola, President
 Amalgamated Transit Union - Local 1267
 337 SE 24th Street
 Ft. Lauderdale, FL 33316

RE: Letter of Understanding: DROP/Bonus Days/Benefits While on Leave of Absence

Dear Mr. Catricola:

The purpose of this letter is to document our mutual understanding and agreement to apply certain Administrative Code changes to the applicable portion of our labor agreement. Specifically, on June 19, 2001, the Board of County Commissioners approved a Resolution amending the County Administrative Code (see attached) regarding leave usage and accrual for employees entering the Florida Retirement System's DROP Program, Bonus Day earning, Benefit entitlement while on Leave of Absence, and Tuition Reimbursement. Also attached to this letter is a summary of those amendments to the Administrative Code. These procedures are largely ministerial, housekeeping and provide the capability to track leaves and bonus days in a more automated and efficient fashion.

The agreement in this letter is to apply these amendments to the current collective bargaining agreement between Broward County and Amalgamated Transit Union - Local 1267. Specifically, the following Articles would be affected by these Administrative Code changes:

1. Article 39, Section 5 of the Labor Agreement deals with Bonus Day accruals and currently provides that an employee who has completed the first six (6) months of employment without taking any sick leave will be entitled to earn one (1) bonus day for each six (6) months thereafter that they do not use any sick leave. By applying the amended Section 14.230(h) of the Civil Service Rules to the labor agreement bargaining unit member has been amended to provide that an employee will earn one (1) bonus day for any thirteen (13) consecutive pay periods in which the employee does not take any sick leave or leave without pay.
2. The applicable labor agreement does not specifically address an employee's eligibility for payout of accrued annual leave upon entering the DROP (Deferred Retirement Option Program). However, to clarify any issues regarding the DROP and related leave accruals, the County and ATU - Local 1267 agree to apply the amended Section 14.229 (g)(2) and (h) of the Civil Service Rules to provide that bargaining unit members who participate in DROP and who elect to receive payout of all or any portion of accrued annual leave upon entering DROP will continue to accrue leave consistent with the accrual rates defined in the labor agreement and when the employee separates from County service, he/she shall be paid for all accrued and unused annual leave remaining in their leave bank as of the date of separation consistent with the leave payout terms of the contract.

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS - An Equal Opportunity Employer and Provider of Services

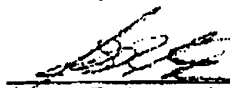
Joseph A. Fagan, Jr., Ben Groer, Suzanne N. Grunberger, Karin D. Jacobs, Vene Lipsman, Lee Nance, Parren John E. Paccetti, Jr., James A. Scott, Diana Wasserman-Rubin
 Visit us on the internet: www.broward.org/ece/en

3. The labor agreement does not specifically address an employee's benefit entitlement while on approved Leave of Absence without Pay. Section 14.238 of the Civil Service Rules has been amended to provide that a benefits eligible employee on approved leave without pay will continue to receive any applicable County insurance benefit allowance for the first seven (7) full pay periods of leave of absence without pay. The Civil Service Rules had previously provided for payment of insurance premiums to benefits eligible employee for ninety (90) days.
4. Article 36, Section 4 of the Labor Agreement provides that employees who participate in the County's educational reimbursement program would be subject to the rules established by County policies. This is to acknowledge that this policy as defined in Sections 22.73 – 22.76 of the Broward County Administrative Code has been amended to eliminate the one year waiting period requirement for participation in the Tuition Reimbursement Program and allows benefit-eligible Part-time 20 employees to participate in the Tuition Reimbursement Program. Part-time 20 benefit eligible employees will receive 50% of eligible tuition.


The above referenced amendments were approved by the Commission to be effective on July 1, 2001, for unrepresented employees. I appreciate your cooperation in clarifying the application of these amendments to employees covered by our labor agreement and look forward to working with you on other matters which will make our dealings and administrative processes run more smoothly.

If you agree that the contents of this letter reflects our agreements, please sign below and return to me.

Sincerely,



James R. Acton, Jr., Director
Human Resources Division



Joseph Caricola, President
ATU - Local 1287

cc: Robert Roth, Director of Mass Transit Division ✓

ATTACHMENT

JA/KBK/cs
(A. Caricola-LOU Drop LS. wpd)

**DIVISION OF HUMAN RESOURCES**

115 S. Andrews Avenue, Room 508 • Fort Lauderdale, Florida 33301

February 2, 2007

William Howard, President
Amalgamated Transit Union – Local 1267
3890 West Commercial Blvd – Suite 213
Tamarac, FL 33309

RE: Letter of Understanding – Implementation of Full-Time Bus Operators Selecting Part-Time Runs

Dear Mr. Howard:

The purpose of this letter is to document our mutual understanding and agreement as part of a tentative Collective Bargaining Agreement for FY 2005/2006, 2006/2007, 2007/2008 and 2008/2009, regarding Full-Time Bus Operators selecting Part-Time Runs.

Specifically, in Article 46, the parties agreed to the following:

In the event that at the time of the pick there are not enough part-time operators to select the number of part-time runs/rostered positions, then full-time operators shall have the opportunity to pick/fill any part-time rostered positions not selected. Thereafter, once any part-time operator is hired then the full-time operator will relinquish the part-time run/rostered position in reverse order of seniority.

For implementation and clarification purposes, the parties further agreed to the following:

Full-time Operators picking any part-time rostered positions not selected by part-time operators must work the entire scheduled part-time rostered work-week. The Operator Rules and Regulations, including but not limited to the Late Report/AWOL and Sick Leave policies, shall apply to any part-time runs selected by full-time operators. Likewise, any sick leave or vacation leave taken shall reflect the total number of hours scheduled. For example, if a full-time operator fails to make his/her scheduled part-time report time, it will be considered a late report under the Operator Rules and Regulations. Likewise, a full-time operator will be charged an occurrence when booking off sick for a part-time run. When coverage is necessary to replace (including hold-downs) a full-time operator who selected a part-time run, the Extra Board or RDO operator will work both the full-time and the part-time runs selected. Full-time operators and extra board operators that have selected a part-time rostered work week will be ineligible to work RDO, unless the RDO work is a part of the part-time rostered run.

The contract language and this understanding also resolves the grievance filed on or about December 8, 2004, relating to the assignment of part-time runs which is pending arbitration.

Broward County Board of County Commissioners

Josephus Eggleston, Jr. • Sue Gunzburger • Kristin D. Jacobs • Ken Keechi • Ilene Lieberman • Stacy Ritter • John E. Rodstrom, Jr. • Diana Wasserman-Rubin • Lois Wexler
www.broward.org

If the contents of this letter accurately reflect our mutual understanding and agreement, please indicate so by signing below and returning to my attention.

Sincerely,



Kevin B. Kelleher, Assistant Director
Human Resources Division



William Howard, President
Amalgamated Transit Union – Local 1267

KBK/

(A:\Howard-LOU-PartTime Runs.doc)



Finance and Administrative Services Department
HUMAN RESOURCES DIVISION
 115 S. Andrews Avenue, Room 508 • Fort Lauderdale, Florida 33301

July 2, 2013

William Howard, President
 Amalgamated Transit Union, Local 1267
 3890 West Commercial Boulevard, Suite 213
 Tamarac, FL 33309

RE: Letter of Understanding– Amalgamated Transit Union, Local 1267 Unit
EasyPay (Time and Attendance, Pay Card Program and Enterprise Resource Project)

Dear Mr. Howard:

The purpose of this letter is to document our mutual understanding of an agreement between the County and the Amalgamated Transit Union, Local 1267 (the Union) regarding an electronic time and attendance program, payroll distribution program and Enterprise Resource Project (ERP). Collectively, these three programs are called **EasyPay**. The **EasyPay** program will apply to County employees, with the significant changes to include: (1) the replacement of manual payroll checks with direct deposit and pay cards as well as replacing check stubs and direct deposit paper slips with on-line pay stubs; (2) a fully automated time keeping system; and (3) the replacement of the County's existing Payroll/Human Resource system.

- (1) **Replacement of manual payroll checks** – The parties agree that bargaining unit employees will be paid through direct deposit with their identified banking institution. If the employee does not have a banking institution, the employee will receive a pay card and their earned wages will be uploaded to that pay card every pay period. In either event, paper pay stubs will be replaced with on-line pay stubs. The pay cards were implemented in May 2013 and the on-line pay stubs will be implemented in July or August 2013.
- (2) **Automated Time Keeping System** – The parties agree that the County and Union have met and reviewed the new time keeping system and have validated the pay and work rules that will be programmed into the new automated time keeping system. Those rules are intended to be the parties' implementation of the collective bargaining agreement provisions and are detailed in the attachment to this letter dated November 27, 2012. If there is a conflict between the attachment dated November 27, 2012 and the collective bargaining agreement, then the bargaining agreement shall prevail. The new automated time keeping system is anticipated to be implemented in early 2014.
- (3) **Replacement of County existing Payroll/Human Resource System** – The County is currently exploring an Enterprise Resource Planning system that would include a new Payroll/Human Resources System. The parties agree to meet and discuss the ERP, in the event that the County contemplates said system.

William Howard, President
July 2, 2013
Page 2

Should the content of this letter accurately reflect our mutual understanding, please indicate your concurrence by signing below and returning to my attention.

Sincerely,



Kevin B. Kelleher, Director
Human Resources Division



William Howard, President
Amalgamated Transit Union, Local 1267 Unit

KBK/aw

- c: Susan Friend, Director, Accounting Division
John Bruno, CIO, Enterprise Technology Services
Allen Wilson, Labor Relations Manager, Human Resources Division



Finance and Administrative Services Department

HUMAN RESOURCES DIVISION

115 S Andrews Avenue, Room 508 • Fort Lauderdale, Florida 33301 • 954-357-6001 • FAX 954-357-8414

January 29, 2020

William Howard, President
Amalgamated Transit Union, Local 1267
6000 N University Drive
Tamarac, FL 33321

RE: Letter of Understanding - Pay for Hurricane Irene and Future Emergency Working Conditions

Dear Mr. Howard:

The letter of understanding dated October 28, 1999, Pay for Hurricane Irene and Future Emergency Working Conditions, has been restated herein for the purpose of legibility and inclusion in the collective bargaining agreement.

The purpose of this letter is to document our mutual agreement with regard to pay for Hurricane Irene and future emergency working conditions as described in Article 28. The parties acknowledge and agree that the labor agreement is clear with regard to pay when normal transit operations are ceased and there is no authority or entitlement for pay beyond that which is specified in the labor agreement. In recent years, for prior hurricanes, when normal transit operations have ceased, the County has also been closed for normal business operations, and evacuations were ordered. Employees who worked in the evacuations were paid additional straight time for all hours worked in addition to his or her scheduled run time.

Hurricane Irene presented a unique set of circumstances, in that an emergency was declared at 5:00 PM on Thursday, October 14, 1999, the County was "closed" at 2:00 PM on Friday, October 15, 1999, however no evacuation was ordered and the Mass Transit Division continued normal operations. At approximately 8:00 PM on October 15, 1999 bus operators were ordered to return to the garage, however, the Maintenance Department continued normal operations. Based on these unique circumstances the parties agree to the following for Hurricane Irene as well as future hurricanes:

1. The Director of Mass Transit has the authority to determine a period of "emergency transit operations" for bargaining unit employees. During this period, employees who work will receive additional straight time for all hours actually worked during the emergency operation period in addition to his or her scheduled work hours.

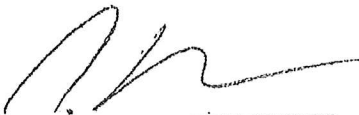
Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
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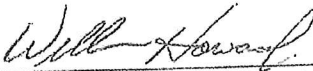
2. The period from 2:00 PM Friday, October 15, 1999 until midnight has been determined period of emergency transit operations by the Director of Mass Transit.
3. All bus operators who worked Friday, October 15, 1999 will be paid for his or her normal run pay. In addition, all bus operators who worked after 2:00 PM on Friday, October 15, 1999 will be paid additional straight time for all hours worked from 2:00 PM until he or she returned the bus to the garage.
4. Maintenance Department employees who worked Friday, October 15, 1999 will be paid his or her normal shift. In addition, all maintenance employees who worked after 2:00 PM on Friday, October 15, 1999 will be paid additional straight time for all hours worked from 2:00 PM until midnight. Further a representative of the Union and a representative of management will meet and develop procedures with regard to future working conditions for Maintenance Department employees during hurricanes.

If this letter is consistent with our mutual understanding, please sign below.

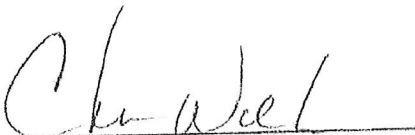
Sincerely,



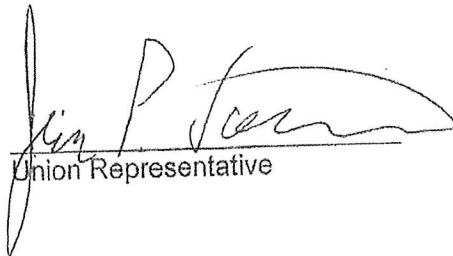
David Kahn, Director
Human Resources Department



William Howard, President
Amalgamated Transit Union, Local 1267



Chris Walton, Director
Department of Transportation



Union Representative



Finance and Administrative Services Department

HUMAN RESOURCES DIVISION

115 S Andrews Avenue, Room 508 • Fort Lauderdale, Florida 33301 • 954-357-6001 • FAX 954-357-8414

January 29, 2020

William Howard, President
Amalgamated Transit Union, Local 1267
6000 N. University Drive
Tamarac, FL 33321

RE: Letter of Understanding – Amalgamated Transit Union, Local 1267
Creation and Implementation of the Paint and Body Technician Classification

Dear Mr. Howard:

The purpose of this letter is to document our mutual understanding of an agreement between the County and the Union regarding the creation and implementation of the new Paint and Body Technician classification and the applicable contractual provisions.

Currently, Body Shop work, which includes painting, is being performed by employees in the Mechanic classification. These Mechanics are currently assigned this work as part of a locked shop pursuant to Article 29, Section 4, Maintenance Assignment of Work. With the execution of this letter, the Paint and Body Technician classification in the Maintenance Department is created. Employees in this classification shall perform the tasks set forth in Article 31, Section 6.

Accordingly, the parties agree to implement the Paint and Body Technician classification as follows:

- A. Opt in to Paint and Body Technician classification.
 1. Mechanics currently assigned to work in the Body Shop shall have the option to opt into the Paint and Body Technician classification.
 2. On or before Monday, November 2, 2020, Mechanics currently assigned to work in the Body Shop shall complete a form notifying the Maintenance Department of their intention to either: (1) opt in to the Paint and Body Technician classification or (2) remain a Mechanic.
 3. Body Shop Mechanics who opt in will be required to obtain and maintain the following ASE Certifications prior to the December 2022 "Pick" as set forth in Article 29, Section 2:

B2 - Painting and Refinishing
B3 - Non-Structural Analysis and Damage Repair
B4 - Structural Analysis and Damage Repair
B5 - Mechanical /Electrical Components

4. Body Shop Mechanics who have elected to opt in to the Paint and Body Technician classification shall be placed in the identical wage step they previously occupied as a Mechanic after they have obtained two of the required four ASE certifications. For example, if an employee is at Step 3 of the Mechanic step plan, once they obtain two (2) of the required ASE certifications, the employee will be placed in Step 3 of the Paint and Body Technician step plan. The new pay rates shall be effective the beginning of the next full pay period after obtaining and presenting to Maintenance management the required ASE certifications.
5. The Employer agrees to pay for the first test of each of the four (4) above ASE certifications.
6. Upon entering the Paint and Body Technician classification, the seniority of the Paint and Body Technicians shall consist of their seniority in the Mechanic classification along with any future seniority accrued in the Paint and Body Technician classification.

B. Opt out of Paint and Body Technician classification

Mechanics currently assigned to work in the Body Shop who elect not to work in the Paint and Body Technician classification shall retain their Mechanic job seniority during the December 2020 "Pick" and be eligible to pick a Mechanic assignment based on their seniority as a Mechanic.

- C. Failure to possess the required ASE certifications by the December 2022 "Pick"
Mechanics who have elected to opt in to the Paint and Body Technician classification and who fail to possess the four required ASE certifications by the December 2022 "Pick" shall retain their Mechanic seniority and shall exercise their seniority during the December 2022 "Pick".
- D. All other employees in a Paint and Body Technician position who leave the Paint and Body Technician classification or who fail to maintain the required ASE certifications may apply for a vacant Mechanic classification and, if selected, shall leave with no Mechanic seniority.
- E. There shall be no layoffs in the Mechanic classification as a result of Paint and Body Technicians leaving the Paint and Body Technician classification and exercising their seniority in a job assignment pick pursuant to B and C above.

Should the content of this letter accurately reflect our mutual understanding regarding the implementation of the Paint and Body Technician, please indicate your concurrence by signing below and returning to my attention.

Sincerely,



David Kahn, Director
Human Resources Division



William Howard, President
Amalgamated Transit Union, Local 1267

DK/aw

c: Allen Wilson, Senior Human Resources Manager, Human Resources Division