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# LABOR AGREEMENT

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*BETWEEN*

**Central Florida Regional  
Transportation Authority &**

**Amalgamated Transit Union  
AFL-CIO  
Local 1596**

*October 1, 2017 through  
September 30, 2020*



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## **ARTICLE 1 - PREAMBLE**

This Agreement is entered into by and between the Central Florida Regional Transportation Authority, d.b.a. LYNX, hereinafter referred to as the "Authority" and the Amalgamated Transit Union, Local 1596, hereinafter referred to as the "Union." It is the purpose of this Agreement to achieve and maintain harmonious relations between the Authority and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish wages, hours, and other conditions of employment, as required pursuant to Chapter 447 of the Florida Statutes.

## **ARTICLE 2 - RECOGNITION**

The Authority recognizes the Union as the sole and exclusive bargaining agent for its employees in the unit defined by the Public Employees Relations Commission in Case No. RC 82 021, as follows:

Included: All Authority employees in the following classifications: Building and Grounds A and B; Building and Groundskeeper A and B; Bus Operator; Road Ranger; Road Ranger Tech C; Service Island Attendant A, B, and C; Serviceperson A, B, and C; Technician A, B, C, and D.

Excluded: Office, Purchasing, and Clerical employees; Transportation Supervisors (Dispatchers & Foremen); and all higher level Supervisors.

## **ARTICLE 3 - GENDER**

The use of masculine or feminine references shall be construed as including both genders.

## **ARTICLE 4 - AUTHORITY RIGHTS**

The Authority will exercise the exclusive right to set its policy, to manage its business in the light of experience, good business judgment and changing conditions; to determine the qualifications for and to select its managerial and supervisory forces; to determine the qualifications of employees who desire promotion from one job to another or from one classification to another classification; to determine the number of employees it will retain in its services at any time during the life of this Agreement; to make reasonable rules and regulations governing the operations of its business; to enforce discipline for violation of rules and other misconduct; to discharge employees for just cause; and to determine the qualifications for hire of new employees, subject to such limitations thereon as set forth in this Agreement.

The Authority will provide a safe, adequate working environment for all its employees, and may implement safety programs and procedures it deems necessary. The Authority will provide equipment, as it deems necessary, for the employees to perform their jobs.

The Authority agrees that bargaining unit work will be performed by bargaining unit employees, except in cases of bona fide emergencies or where needed to avoid disruption or delay of services to the public. The Authority will make a reasonable attempt to fill the work with bargaining unit employees.

With respect to work rules, the Authority will not unilaterally establish and implement work rules which change or directly impact the terms and conditions of employment. If and when the Authority desires to change existing work rules and/or implement new work rules, the Authority will so advise the Union and the parties will forthwith convene the Labor-Management Committee to address such issues. If the Labor-Management Committee cannot reach an agreement, the disputed issues will be resolved by arbitration as defined in Article 13, Grievance and Arbitration Procedure, prior to the establishment or implementation of any disputed changes in any work rules.

With respect to subcontracting, the Authority reserves the exclusive right to subcontract work. However, the Authority will notify the Union of its intention to subcontract such work at least sixty (60) days prior to the deadline for responses to the Request for Proposal.

The Authority will meet and discuss with the Union the impact of such subcontracting on

bargaining unit employees providing the Union requests such a meeting within ten (10) days following receipt of notification.

The Authority currently provides services for the Road Ranger Service Patrol Highway Assistance Program through a contract with the Florida Department of Transportation (FDOT). These services are funded 100% by FDOT. The Authority shall have the right to discontinue providing Road Ranger services if the contract between the Authority and FDOT is terminated or not renewed, or if FDOT reduces or eliminates its funding of these services. So long as the Authority is providing services under this program, bargaining unit employees working in this program shall comply with all provisions of the "Scope of Services" provisions of the contract with FDOT and the Authority's work rules. The Authority retains the right to run this program in a safe and cost effective manner.

## **ARTICLE 5 - NONDISCRIMINATION**

The Authority will not discriminate against any employee covered by this Agreement because of race, color, religion, sex, age, national origin, political affiliation, disability, marital status, sexual orientation, or Union membership. The Union will not discriminate with regard to terms and conditions of

membership because of race, color, religion, sex, age, national origin, political affiliation, sexual orientation, disability or marital status.

## **ARTICLE 6 - EFFICIENT SERVICE**

### **SECTION 1**

The Union and all bargaining unit employees agree that they will perform loyal and efficient service in their several departments of work. At all times employees shall:

- be attentive to their duties, observe all rules and regulations, and support the vision and mission of the Authority; and
- operate their vehicles carefully, with the utmost regard for the safety and comfort of passengers and the general public; and
- provide quality customer service by treating passengers in a courteous and respectful manner; and
- use their influence, goodwill and best endeavors to protect the Authority's property and promote the Authority's interests so that the public transportation system may grow in popularity, service and scope of operation, and become a "world class" organization.

In all matters pertaining to this Agreement, the Authority and Union will take into consideration



that public transportation is a service industry and that the safety and good will of the general public, especially the passengers of the transportation system, are of primary importance.

## **SECTION 2 - PARTICIPATION IN AUTHORITY WORKING GROUPS AND COMMITTEES**

The Authority and the Union shall establish a "Labor-Management Committee" which will be convened at mutually agreeable times to discuss and resolve outstanding issues of concern to either party. From time to time, subcommittees may be formed to more fully focus upon and address prominent issues which the parties agree might best be resolved through cooperative problem solving.

A "Running Time Committee" shall be established as a Labor-Management subcommittee. It shall meet with the Service Planning Division to review issues relating to the establishment of appropriate running times between time points on LYNX routes, and shall help to establish a priority list of those routes which need running time improvements.

The Running Time Committee shall oversee an annual system-wide running time update in which they will collect data to provide written recommendations on proper running and recovery time. The report shall include recommendations on routes that need improvement so that Operators

will have reasonable time for restroom breaks and/or to stretch their bodies. These written recommendations will be submitted to the Labor-Management Committee and Service Planning Division for consideration.

A "Safety and Security Committee" shall be established as a Labor-Management subcommittee. It shall meet with the appropriate Safety Section to review issues relating to the safety and security of employees and passengers aboard LYNX buses and at LYNX owned transit facilities. A law enforcement representative shall, from time to time, be invited to the committee meetings to assist in resolving safety and security and personal protection issues. Safety and Security related incidents and incidents of assault and battery directed against a bargaining unit employee shall be immediately reviewed with the committee to analyze contributing factors in an effort to reduce and/or correct future occurrences of a similar nature. The subcommittee shall make written recommendations to the Labor-Management Committee on a suggested course of any action to rectify and/or prevent future incidents against employees.

The Authority has a "Service Efficiency Review Committee" (S.E.R.C.) made up of LYNX staff members which reviews proposed service changes and recommendations for future implementation. The Authority invites employees in general to attend and participate in these meetings.

## **ARTICLE 7 - SEVERANCE CLAUSE**

In the event any of the provisions of this Agreement shall be held invalid or become unenforceable by reason of any Federal or State judicial ruling, or by reason of any Federal or State legislation now existing, or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining portions of this Agreement, that shall remain in full force and effect. If a provision is invalidated, the parties shall meet to discuss whether a mutually agreeable replacement Article or Articles can or should be negotiated.

## **ARTICLE 8 - REPRESENTATIVE NOTICE**

### **SECTION 1**

The Union agrees to notify the Authority's Deputy Chief of Maintenance or Deputy Chief of Transportation, in writing, of the names, employee number, Department, Division and business and e-mail addresses of duly authorized Union representatives and committee members immediately upon their election or appointment to such office or committee. Official notice by the Authority, in writing, to the business and e-mail address of one of the authorized representatives shall constitute notice to the Union.

## **SECTION 2**

The Authority agrees to notify the Union's President, in writing, of the names, Department, Division and business and e-mail addresses of duly authorized Authority representatives. Official notice by the Union, in writing, to the business and e-mail address of one of the authorized representatives shall constitute notice to the Authority.

## **ARTICLE 9 - ABSENCES FOR UNION BUSINESS**

### **SECTION 1 - SHORT-TERM (1 THROUGH 5 CONSECUTIVE WORKDAYS)**

Union representatives of Local 1596, who need to be absent for part or all of a regularly scheduled workday to conduct official Union business, will be relieved of duty providing the Union representative submits a written request to the Authority's representative of his respective department two (2) working days prior to the requested day(s) off. If three (3) or more Union representatives require the same day off, a three (3) working day written notification will be required. The intent of this paragraph is to require sufficient notice when the Union representative requests time off. Both parties realize that unusual and unexpected circumstances may arise when the Union representative cannot give the required two (2) working day notice, and the Authority is

unable to relieve the Union representative due to manpower shortage.

The Union President may be allotted a five (5) business day week (Monday – Friday) for Union business. The Financial Secretary/Treasurer may be allotted one (1) day (Monday – Friday) per week to perform Union business, by agreement of the Labor-Management Committee.

The Union will reimburse the Authority a minimum of one full time (2080 hours) Union President position. The 2080 hours per calendar year will include: jury duty, sick leave, vacation leave, floaters, personal days and any other applicable time off. The Union will also reimburse the Authority for the FICA match. The current rate of pay will be applied when calculating the 2080 hours total cost. The Authority will be responsible for all other benefits, i.e. employer pension contribution, health insurance and any other benefit, which is not covered in the 2080 hours reimbursement by the Union. The Union will reimburse the Authority for lost wages and FICA match for all other Union representatives, when conducting Union business. No loss in benefits, seniority or entitlement will be suffered when a Union representative is off for Union business.

The Union President and Financial Secretary/Treasurer will conduct all Union business with the Authority, which includes being the Union representative on the Authority's Working Groups

and Committees, except under extenuating circumstances. Pension Board Trustees are exempt from this paragraph when attending Pension meetings.

It is agreed that time off for any Union representative, other than the Union President and the Financial Secretary / Treasurer, should not be on a regular basis.

The minimum length of a short-term absence will be two (2) hours each day of absence.

If, for any reason, the Authority requests the presence of a Union representative on a date where the Union representative cannot comply with the preceding notification requirement, the notification requirement will be waived.

## **SECTION 2 - LONG -TERM (6 CONSECUTIVE WORKDAYS AND LONGER)**

Any local Union member appointed or elected to any office/committee/delegate status, etc., within Local 1596 or to any time specific office/committee/delegate status, etc., within the International Union, will be granted an unpaid leave of absence for a reasonable period of time to perform the duties of the respective office/committee/delegate status, etc.

In order to be placed on unpaid leave of absence, it will be the responsibility of the local Union member to request in writing such leave not less than five (5) days prior to the date the

leave is to become effective. When the local Union member desires to return to full-time company employment, it will be the responsibility of the local Union member to give five (5) days advance notice, in writing, to the Authority.

All conditions/limitations on an employee's benefits, entitlement, seniority, while on unpaid leave of absence, will be applicable to local Union members while on unpaid leave of absence for Union business.

### **SECTION 3**

If at any time the Authority requires the presence of a Union representative(s), for any specific reason, on the Union representative's day(s) off, the Authority will pay such Union representative(s) at his regular hourly rate for such time. This paragraph will not apply if the reason for the Authority's request for a Union representative is due to the unavailability of the Union President.

### **ARTICLE 10 - UNION DUES**

**A. AUTHORIZATION** - The Authority agrees to deduct from the wages of any employee who applies for Union membership, a member's biweekly Union dues, initiation fees and any uniform assessments as directed by the Union. Union payroll deductions will commence within the first complete pay period after Human

Resources (addressed to the Labor Relations Specialist) has received an authorized "Application for Union Membership" form containing the language found in Exhibit A, from the Union. All new Union application forms and Union withdrawal requests will be sent to the Labor Relations Specialist through the U.S. mail. Copies of the "Application for Union Membership" form will be provided to bargaining unit employees and the Authority by the Union. Deductions shall be forwarded to the office of the Financial Secretary / Treasurer within five (5) business days after the payroll checks are issued.

**B.** The Union will officially notify the Authority as to the amount of all biweekly deductions. Such notification will be verified to the Authority, in writing, with the signature of an authorized officer of the Union. Changes in Union deductions will be similarly certified to the Authority and shall be done at least one (1) month in advance of the effective date of such change.

**C.** REVOCATION - Union membership and Union dues deductions may be cancelled upon a thirty (30) day written notification to the Union's Financial Secretary / Treasurer by either certified or registered mail.

**D.** The Union shall indemnify, defend and hold the Authority harmless from any and all claims made and suits instituted against the Authority or expenses in connection therewith, based upon



the Authority's participation in dues deductions under this Article.

**E.** The payroll dues deduction authorization form is shown in Exhibit A.

## **EXHIBIT A**

### **APPLICATION FOR MEMBERSHIP**

I, \_\_\_\_\_,  
the undersigned,

- Apply for membership in the Amalgamated Transit Union Local 1596 and agree to abide by its Constitution and By-Laws.
- Authorize the above named employee organization to be my exclusive bargaining unit agent.
- Authorize and direct LYNX, the Central Florida Regional Transportation Authority, to deduct and withhold from my wages any biweekly dues, initiation fees or any uniform assessments in such amounts as are now or hereafter established by ATU Local 1596.
- Understand that my Union membership and the deduction of Union dues is revocable, only, upon thirty (30) days written notice to the Union's Financial Secretary/Treasurer by either certified or registered mail.

Signed\_\_\_\_\_

Date\_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State\_\_\_\_\_

Zip Code \_\_\_\_\_ Telephone\_\_\_\_\_

Social Security\_\_\_\_\_

## **ARTICLE 11 - BULLETIN BOARD SPACE**

### **SECTION 1**

The Authority will provide bulletin boards up to twelve (12) square feet, if available, for the Union to post notices and information relevant to members of the bargaining unit at the facilities, in both Maintenance and Transportation. The Union agrees that it will not post any notices of a defamatory, inflammatory, or political nature. The Authority shall have the right to remove such notices that do not meet the standards of this Article. The bulletin board space shall have a secured enclosure.

### **SECTION 2**

The Authority will provide the Union with a secured mailbox at each operating facility in both Maintenance and Transportation. The Union will provide the lock.

## **ARTICLE 12 - DISCIPLINE**

### **SECTION 1**

The right to discipline belongs to and remains with the Authority. Employees covered by this Agreement shall have the right to be heard in accordance with the grievance procedure.

## **SECTION 2**

Charges against an employee will be called to the employee's attention, and discipline will be rendered within five (5) of the employee's workdays after the Authority has completed its investigation, excluding days the employee was absent. An employee may be suspended without pay during an investigation. Internal investigations will be completed within thirty (30) working days unless there are extenuating circumstances, at which time the Union will be notified. If the discipline charges are not sustained, the employee's record will be cleared of the charges and the employee will be reimbursed for any lost wages suffered as a result of the discipline.

## **SECTION 3**

When a bargaining unit member is to be disciplined, the bargaining unit member has the right to Union representation, upon request. The Union will be notified prior to disciplinary hearings.

## **SECTION 4**

The Authority and the Union recognize that job performance at work is a basic part of any employment arrangement and is an essential element of the employer/employee relationship. Occasionally, the level of an employee's work performance may unavoidably and understandably fluctuate; however, repeated

deficient performance is indefensible, costly and disruptive to the organization.

Accordingly, discipline will be administered to employees in a progressive manner at the Authority's discretion, as provided for in Article 4, Authority Rights. Deficient performance in any one or combination of work related categories will result in discipline up to and including termination. Progressive discipline will be administered in the following steps:

- |                 |   |
|-----------------|---|
| <b>Step I</b>   | Written notification                                      |
| <b>Step II</b>  | Written notification with Union/<br>Management counseling |
| <b>Step III</b> | Final written notice with Union/<br>Management counseling |
| <b>Step IV</b>  | Subject to Termination                                    |

Before disciplinary action is finalized, all extenuating circumstances and past performance for Steps III and IV will be reviewed and considered. Disciplinary entries are valid up to one year after the date of issue.

## **ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **SECTION 1**

A grievance is defined to be any dispute between the Authority and the Union, or between

the Authority and a bargaining unit employee concerning the interpretation or application of the terms of this Agreement. Violations of the work rules, written warnings or reprimands, and/or any lesser discipline will not proceed to Arbitration. When a grievance arises, the Union, or the aggrieved employee, or the Authority, shall seek to settle the dispute in the following manner:

### **Step I**

The concerned employee or the Union shall submit a written grievance to the respective Deputy Chief of Transportation or Maintenance. The written grievance must be submitted directly to the office location during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday), to the Deputy Chief to which the grievance is directed or his designee. The grievance must be submitted within five (5) business days of the receipt by the employee of the written notification of the alleged violation. The day the grievance is filed does not count towards the five days.

Within five (5) business days after receipt of the grievance, the respective Deputy Chief of Transportation or the Deputy Chief of Maintenance may schedule a hearing if the grievance involves a violation, written warning or reprimand and/or any lesser discipline. If the grievance involves a termination or suspension, a hearing shall be scheduled. The hearing, if scheduled, shall be held within the next five (5) business days. The Deputy

Chief, or his designee, will have five (5) business days after the hearing or receipt of the grievance, whichever is later, to render a written decision.

## **Step II**

If a satisfactory decision is not reached, the Union may request to move to the next step of the Grievance Procedure. Within five (5) business days after receipt by the Union or the employee, of the written decision from Step I, the grievance must be submitted to the Chief Operating Officer. The Step II grievance shall be submitted in writing directly to the Chief Operating Officer's office during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday), or to his Administrative Assistant.

Within five (5) business days after receipt of the grievance, the Chief Operating Officer, or his designee, may schedule a hearing for resolution of the grievance and the hearing, if scheduled, will be held within the next five (5) business days. The Chief Operating Officer will have five (5) business days after the hearing or receipt of the grievance, whichever is later, to render a written decision.

## **Step III**

If a satisfactory decision is not reached, the Union may request to move to the next step of the Grievance Procedure. Within ten (10) business days after the written decision from Step II,

the grievance must be submitted to the Chief Executive Officer. The Step III grievance shall be submitted in writing directly to the office of the Chief Executive Officer or his Administrative Assistant, during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday). The Chief Executive Officer, or his designee, shall schedule a hearing for the resolution of the grievance, and the hearing shall be held within the next ten (10) business days. The Chief Executive Officer, or his designee, shall have twelve (12) business days after the receipt of the grievance or the hearing, whichever is later, to render a written decision. If the grievance is not settled at this time, it may be submitted to Arbitration.

Prior to submitting the grievance to Arbitration, it is agreed that either party may request an opportunity for non-binding mediation. If the other party agrees, mediation must be requested no later than twenty (20) business days after the Step III hearing decision has been rendered. The Authority and the Union may mutually select a mediator from the Federal Mediation and Conciliation Service (FMCS) or any other recognized mediation specialists.

## **SECTION 2**

- (A)** All days in the grievance procedure shall be business days.
- (B)** Any grievance not processed, by the Union or the employee, within the time limits set



forth in this Section, shall be forfeited.

- (C) Any grievance not processed, by the Authority, within the time limits established shall be considered valid, and the grievant's remedy shall be won.
- (D) The time limits of submitting or responding to a grievance may be extended by written agreement by the representatives involved.
- (E) Grievances, affecting a number of employees and involving a question common to all, may be submitted at Step II or Step III.
- (F) If the grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Authority's answer, but such settlement shall not constitute a precedent in any other case.
- (G) Pursuant to Section 447.401 of the Florida Statutes on Grievance Procedures, all public employees have the right to a fair and equitable grievance procedure, but the Union will not be required to process grievances for non-Union employees. The Union, however, will be given a copy of the grievance and the resolution. Individuals may take any grievance to Arbitration, except violations of the work rules, written warnings or reprimands,

and/or any lesser discipline. The non-Union employee will bear one-half (1/2) the cost of Arbitration.

- (H) In the event the action grieved by the employee was taken by an Authority representative designated in Steps I, II or III, the grievance shall proceed to the next succeeding Step.
- (I) Grievances received by Dispatchers and Supervisors, unless appointed as designees by the respective Deputy Chief, will not be considered as having met the required procedure for the filing of a grievance and, therefore, will not be processed through the grievance procedure.

#### **Step IV**

If the grievance is not settled at Step III, the grievance may be submitted to Arbitration by the grieving party. The request for Arbitration must be made to the other party within twenty (20) business days of the receipt of the answer of the Authority in Step III. The request must be sent by certified mail, and the date of the postmark shall be used for the purpose of determining time limits.

#### **Step V**

If Arbitration is requested in Step IV, the issue must be submitted, in writing, for final determination to an Arbitrator. Within ten (10) business days of such notice, the Union shall request

from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) arbitrators with residence in Florida who are experienced in the field of the subject to be arbitrated. The list will be sent to both the Union and the appropriate Authority representative. Within ten (10) business days after receipt of the list of arbitrators, the Union and the Authority shall, beginning with the Union, alternately eliminate names one at a time from the list of persons, until only one remains and this person shall be the arbitrator. Failure by either party to adhere to the time limits in this paragraph shall be considered a withdrawal of the request for arbitration and the grievance will be considered resolved in favor of the compliant party (i.e., on the basis of the decision of the Authority in the last step of the grievance procedure or on the basis of the relief requested in the grievance). Further, the request, for Arbitration shall be clearly set forth in writing, and the Arbitrator is empowered to rule only on the issue(s) presented in the grievance. The Arbitrator cannot deviate from the language of this contract and his powers are limited by this contract. The Arbitrator will weigh all evidence and arguments on the points of dispute, and the written decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall not add or detract from, alter or otherwise amend in any way the provisions of this Agreement. The parties shall jointly share the cost of the Arbitrator.

The cost of the transcript, if requested, shall be borne by the party requesting the transcript.

## **ARTICLE 14 - NO STRIKE/NO LOCKOUT**

### **SECTION 1**

The parties agree that during the term of this Agreement there shall be no strikes, slow-downs or work stoppage. In the event of a strike, slow-down or work stoppage, the Union will, upon request of the Authority, notify the employees to return to work, that such action is in violation of Florida State Law and this Agreement, and that the Union shall in no way sanction such conduct.

### **SECTION 2**

The employer agrees that there will be no lockout during the term of this Agreement.

### **SECTION 3**

Violation of any of the provisions of this Article by any employee of the Authority may be cause for immediate termination of that employee. In the event that an employee is terminated, or otherwise disciplined for taking part in a strike as defined by Florida Law, only the question of fact as to whether the employee did in fact participate in or promote such a strike, shall be subject to review through the grievance and arbitration procedure of the Agreement.

## **ARTICLE 15 - PROBATIONARY PERIOD**

### **SECTION 1**

New employees will serve a one hundred twenty (120) day probationary period. The period for operators shall begin after completion of new operator training. During the operator training and probationary period, an operator may be terminated for any reason. Maintenance employees begin the one hundred twenty (120) day probationary period on date of hire. During the probationary period, a Maintenance employee may be terminated at any time by the Authority for any reason. The probationary period may be extended, by mutual agreement. New hire employees do not have any grievance rights specific to termination under this Agreement.

Current employees who change positions, departments or classifications will also serve a sixty (60) day probationary period. For the purpose of picking a run, a shift, days off or an Extra Board position during a Pick, the employee's seniority date is when he started the new job (except when a Technician transfers between any respective classification. Then their seniority date for Picking purposes shall remain the same as their Division date.) Otherwise, an employee's hire date will remain the same and will be used to determine benefits and leave time. Employees will be able to return to any available position within their

classification until the next Pick.

If the employee has been out of work for an extended period of time during their probationary period, an extension may be imposed for the amount of days missed during the probationary period.

## **SECTION 2**

Employees who change to a full-time Supervisor will serve a ninety (90) day probationary period. During the probationary period, an employee may return or be returned to a position within their classification without loss of seniority.

## **ARTICLE 16 - PERSONNEL REDUCTION**

### **SECTION 1**

In the event of a reduction in the number of employees in the Transportation and/or Maintenance Divisions, other than Road Ranger or Road Ranger Tech C, due to the lack of work, employees shall be laid off in reverse order of their system-wide seniority within their classification. Any maintenance employee affected will be given an opportunity to bump into a lower classification (seniority prevailing) to keep from being furloughed.

### **SECTION 2**

In the event of a recall, such laid off employees

shall be called back in inverse order of their layoff, provided, however, that this Agreement, or any renewal, amendment, or extension thereof is still in effect, and no more than eighteen (18) months has elapsed since the employee's last layoff.

### **SECTION 3**

Employees will be called back to service according to the following procedure: the Authority will advise each employee, to be recalled, by certified United States mail, return receipt requested, to his last known address.

The employee shall have the obligation to provide the Authority with his current address for the purpose of receiving mail. An employee, receiving a notice of recall, will immediately inform the Authority of his intent to accept or reject the recall order within five (5) working days after the receipt of the notice of recall. An employee, who has notified the Authority of his acceptance of recall and who, thereafter, fails to report at the specific time, shall forfeit all rights.

### **SECTION 4**

An employee, who has been laid off due to a reduction in the work force, shall be given preference over new hires for job openings outside his job classification or department for a period of eighteen (18) months after his layoff,

as long as he is qualified to perform the job for which he is applying. In the event of competing applications by qualified laid off employees, seniority with the Authority will govern.

## **ARTICLE 17 - PHYSICAL EXAMINATIONS**

### **SECTION 1 - REQUIREMENT**

All active employees will undergo a physical examination by a licensed Medical Review Officer chosen and paid for by the Authority. Successful completion of a physical examination will be a prerequisite for both an employee's initial employment as well as their continued employment in the safety sensitive position for which the physical examination has been administered. The examination shall be conducted in accordance with the United States Department of Transportation's Federal Motor Carrier Safety Act of 1986 and USDOT Federal Motor Carrier Administration regulations contained in CFR Part 391 governing physical qualifications and examinations for drivers as well as subsequent rulings.

The examination shall take place during the employee's non-working (unpaid) hours. The Authority will pay the employee up to two (2) hours of pay, which will not count as hours worked for purposes of calculating overtime. Each employee is responsible for scheduling their



physicals, and will provide the Authority with a copy of their DOT Medical Certification. The Authority will notify the employee, in writing, at least one month in advance of the need to renew his DOT Medical Certification.

## **SECTION 2 - FINDINGS**

Should an employee not be able to obtain a clear physical examination in order to maintain his commercial drivers license, the employee will not be permitted to continue in the safety sensitive position in which he was employed.

If the Medical Review Officer requires a stress test, the Authority will bear the cost of the test and the test shall be conducted by the Authority's designated facility.

## **SECTION 3 - FREQUENCY**

Employees will undergo examinations no less frequently than once every two (2) years unless expressly determined by the examining medical professional. Employees who are out for more than thirty (30) calendar days due to illness may be required to undergo a physical examination.

## **ARTICLE 18 - LEAVES OF ABSENCE**

### **SECTION 1**

The Authority may grant an employee, with at least twelve (12) months of satisfactory

service, an unpaid leave of absence of no more than thirty (30) days. If an employee has available leave at the time of the request, the employee will be required to exhaust all available leave first. The Authority may, with regard to employees with less than twelve (12) months of satisfactory service, be receptive to reasonable requests for unpaid leave. Employees taking a leave of absence of thirty (30) days or less will experience no loss in picking seniority.

An employee, desiring to return from his leave prior to the expiration thereof, will give one (1) day advance notice to their Division Manager and comply with the call-on/call-off policy. Should an employee fail to report to work on the workday following the expiration date of leave, without a valid excuse, such employee will be considered to have terminated employment with the Authority.

An employee will not be granted leave to perform work for any other employer.

Upon the expiration of a leave of absence, the employee will return to his appropriate seniority position.

## **SECTION 2 – FMLA, SERIOUS ILLNESS AND/OR DISABILITY**

The Authority will provide Family and Medical Leave to qualified employees pursuant to the provisions of the Family and Medical Leave Act of 1993 (FMLA) and the Authority's policies

and procedures as contained in the Administrative Rules and Policies.

Employees shall first exhaust all applicable leave time while on approved FMLA. In the instance of the employee's own serious health condition, sick leave is to be used first. In the instance of a serious health condition of a family member, leave must be used in this sequence:

- 1. Personal Days or vacation**
- 2. Sick Leave**
- 3. Unpaid leave up to the twelve (12) week limit**

Unpaid leaves extended beyond the twelve (12) weeks through FMLA may be granted on a case by case basis for reasons of serious illness and/or disability of the employee and will be limited under this Article to a maximum of one (1) year. Seniority will not be affected for this period. The Authority may require a physical or medical examination by an Authority physician prior to approving the leave, at any time during such leave, or upon release to return to duty. Failure of an employee to comply with these physical or medical provisions during the leave shall result in termination.

### **SECTION 3 – MILITARY LEAVE**

An employee must request military leave at least fourteen (14) days in advance of the leave, except when extenuating circumstances do not allow for a fourteen (14) day notice. The Authority shall comply with the terms and conditions of the Uniformed Services Employment and Re-employment Rights Act (USERRA), insofar as absence, seniority and the employment rights of any employee of the Authority as well as pay all employees on military leave in accordance with all Local, State and Federal Statutes.

### **SECTION 4 – INJURY ON THE JOB**

If an employee is on a medical leave of absence due to injury on the job, and it is a qualified FMLA condition, the Authority will comply with the Act. Otherwise, the Authority will pay its share of the applicable group health insurance premiums according to the following criteria:

- After completion of probation and up to one year of service – for a maximum of one month.
- Service of one year or more – for a maximum of twelve (12) months.

Once the maximums are reached, the employee will be responsible for 100% of all applicable group health insurance coverage.

## **ARTICLE 19 - COURT LEAVE**

### **SECTION 1**

When an employee is required to serve on a jury, he will be paid by the Authority the amount he would have received had he worked his regular run or shift, but in no event more than eight (8) or ten (10) hours of pay, as appropriate. All Operators who are required to serve on a jury shall report to the Dispatcher that they have been selected to serve on a jury so that arrangements can be made to fill the vacant run. When an Operator is finally released or excused for the following day or days, he shall report immediately to the Dispatcher that he is ready for work the following day or days. When an employee is selected to serve on a jury he will not be required to report to work in the morning, but in the event an Operator or maintenance employee is released from jury duty, after serving jury duty for four (4) hours or less, such employee shall report immediately by phone, to the Dispatcher/Supervisor, to see if he is needed for work, or in the case of a maintenance employee, such reporting will be made to the maintenance superintendent's office, and the maintenance employee will report to work and complete his designated shift. An employee must provide, to the Dispatcher/Supervisor, court documentation as to the exact time the employee was released from jury duty.

It is the intent of the Authority that employees will not lose any pay while serving on a jury, and it is the intent of this Agreement that employees will be available to perform their normal duties at such time that does not conflict with serving on a jury.

## **SECTION 2**

Any employee who, during his normal work hours, is requested by the Authority to attend any legal proceedings involving the Authority, directly or indirectly, or to perform other work of a similar nature pertaining to Authority affairs shall be paid as if he were engaged in his normal work.

## **SECTION 3**

An employee who, during his normal work hours, is requested to attend any legal proceedings outside of LYNX business will be given time off without pay. Employees must provide documentation of legal proceedings at the time of the request for time off. Time off will not be considered an absence.

## **ARTICLE 20 - FUNERAL LEAVE**

### **SECTION 1**

In the event of a death occurring in an employee's immediate family (e.g. mother or step-mother, father or step-father, spouse, child or

step-child, brother, sister, mother-in-law or father-in-law, grandchild, grandmother or grandfather), an employee who has completed his probationary period shall be excused from his regular work schedule and the employee shall be paid at his regular rate of pay for the scheduled work time he will lose on any of these scheduled work days, with a maximum of eight (8) or ten (10) hours of pay, as appropriate, per day missed, provided that pay for such time lost shall not be in excess of three (3) days. The employee must furnish proof of death and the employee's relationship to the deceased.

## **SECTION 2**

In the event that the funeral is not in the local vicinity and considerable travel time is required, the pay for time lost may include travel time, provided that such pay not be in excess of the three (3) days as mentioned above. Funeral leave will not be considered an absence.

## **ARTICLE 21 - SICK PAY**

Sick Leave can be used only for personal illness, and any abuse of the Sick Leave Policy will be subject to discipline up to and including termination. For sick leave use specific to FMLA, refer to Article 18, Section 2.

## **SECTION 1**

Employees hired after the effective date of the contract will be credited sick leave on the following schedule:

<b>Years of Continuous Service</b>	<b>Accrued Sick Leave Per Year</b>
0 – 3	8 days – 64 hours
3 – 5	10 days – 80 hours
5+	12 days – 96 hours

Employees hired prior to the effective date of the contract will continue to accrue sick days at twelve (12) days, ninety-six (96) hours per year.

Each employee will be credited sick leave for each month of continuous service based on the above schedules. Employees must actually work one hundred twenty (120) hours of scheduled work per month in order to accrue sick leave. Scheduled days will include scheduled vacations, holidays and personal days.

The maximum amount of sick leave that can be accumulated is one hundred seventy (170) days. The Authority will comply with the Family and Medical Leave Act of 1993, (29 CFR Part 825).

## **SECTION 2**

Employees will be paid from the first day of sick leave as long as the employee has accrued sick leave available.



For accidents on the job, the sick pay policy covers the first through the seventh day, as long as the employee does not receive payment for those days through Workers' Compensation benefits.

### **SECTION 3**

In the case of a physical assault while on duty, when the number of days missed does not meet the requirements of eligibility for Workers' Compensation pay, the employee may apply for sick leave. The employee will not be eligible to receive sick leave if he is found to be at fault for the assault.

### **SECTION 4**

Employees may be required to provide a doctor's certification to return to work and be eligible for sick pay.

### **SECTION 5**

Sick pay for full time employees will be eight (8) hours per day, five (5) days a week. If an employee is assigned to a ten (10) hour schedule, four (4) day workweek schedule, the employee will be paid ten (10) hours of sick leave per day. Employees who are out on sick leave, and also scheduled for vacation leave during this same period, will continue on sick leave but will be required to reschedule their vacation at a later available time in that calendar year. The employee

is required to follow the established call-on policy in order to return to work.

## **SECTION 6**

When an employee is relieved of duty due to an injury or accident, the employee will receive his run/shift pay for the remainder of the employee's scheduled workday. No sick pay will be paid for: (1) illness and/or injury caused by or resulting from excessive consumption of alcohol or use of non-prescription drugs, (2) illness and/or injury suffered while working as an independent contractor or employee of another employer, and (3) periods covered by the Florida Compensation Law.

No sick pay will be paid on an employee's off days. Paid sick time is in lieu of lost paid time due to sickness.

## **SECTION 7**

When an employee calls off sick, the employee will automatically be paid all accrued sick time taken with no option of not being paid.

No overtime will be paid on sick time. Maintenance employees will fill out a time off request for the sick time used upon returning to work.

## **SECTION 8**

Unused accumulated sick time will be canceled

upon the employee's termination or resignation from the service of the Authority. Employees who retire at the age of sixty-two (62) or above, and have a minimum of ten (10) years of service, may sell back their accumulated sick leave, at their current hourly rate, according to the following schedule:

<b>Years of Service</b>	<b>Percentage of Sick</b>
10 - 14	60%
15 - 19	75%
20+	100%

## **SECTION 9**

Unused accumulated sick time in excess of three hundred (300) hours may be sold back to the Authority in one (1) block of twelve (12) days per year. The employee must maintain a bank of three hundred (300) hours. The employee must have three hundred ninety-six (396) hours accumulated in their sick leave bank by September 30th in order to qualify for the sick leave pay benefit. Employees must file a request for pay in November, with checks being distributed in December.

An employee may sell two (2) sick days for one (1) personal day one (1) time per calendar year. An employee can have used no more than six (6) sick days (forty-eight (48) hours if working eight (8) hours shifts, or sixty (60) hours if working ten (10) hour shifts) in the previous calendar year, to qualify for this benefit.

Effective the first full pay period in January 2013, the previous twelve (12) months will be reviewed for eligibility.

Maintenance employees may use four (4) or five (5) hours (or one half day) sick leave if they wish to work the other half of the day. However, no overtime may be earned in conjunction within that workday. The employee may use only two (2) four (4) or five (5) hour sick days in a calendar year. The employee must substantiate this half-day with documentation that he had a scheduled doctor, dentist, or some other health provider appointment. A maintenance employee may qualify for this benefit based on their work record.

## **ARTICLE 22 - VACATIONS**

### **SECTION 1**

Full-time employees will be eligible to receive vacation leave as follows:

<b>Years of Continuous Employment</b>	<b>Eligibility</b>
1	1 week
2-4	2 weeks
5-10	3 weeks
11-17	4 weeks
18 and over	5 weeks

### **SECTION 2**

Vacation pay for all employees in the bargaining unit will be earned based on each employee's work history during the preceding calendar year:

**Hours Paid During Preceding Calendar Year  
Earned Vacation Pay (Includes Earned Vacation Time)**

	<b>Percentage</b>	<b>Straight Time</b>	<b>Pay Hours</b>
1,840 and over	100	or	40
1,680 to 1,839	80	or	32
1,520 to 1,679	60	or	24
1,320 to 1,519	40	or	16
1,200 to 1,319	20	or	8
less than 1,200	-0-	or	-0-

**SECTION 3**

All eligible vacation time/earned pay as of December 31st of any given year will be taken during the following calendar year. An employee may, at the Authority's discretion, take earned pay in lieu of vacation; however, every employee will be required to take a minimum of one (1) week (or earned time if less than one (1) week) off every calendar year.

**SECTION 4**

A vacation schedule will be posted for Operators during the month of October each year. Operators will then select vacation time(s) in accordance with Division seniority, between November 1st and December 15th of each year.

## **SECTION 5**

Employees who retire from or voluntarily leave the service of the Authority will be paid pro-rated earned vacation pay for the year in which they leave. Employees terminated for cause will not receive any accrued vacation pay unless they have already bid their vacation or are eligible to bid their vacation, which are bid in one-week blocks.

## **SECTION 6**

Regular overtime volunteers will be used prior to vacation work volunteers. Vacation personnel working will be paid at straight time wages.

## **SECTION 7**

Maintenance employees may take one (1) week of vacation in individual days. A minimum of five (5) business days notice is to be given for individual days. If approval for the vacation day(s), from the employee's Supervisor, is not given within two (2) business days of the submittal of the request, the time is automatically approved, provided the employee has accrued leave available. The remainder of a maintenance employee's vacation must be taken in one (1) week blocks. A vacation schedule will be posted two (2) times a year. Employees will select vacation time(s) in accordance with Division seniority between November 15th and December

15th for January through June vacation(s), and will, again, select between May 15th and June 15th for July through December vacation(s).

## **ARTICLE 23 - HOLIDAYS**

### **SECTION 1**

The following days shall be paid holidays for full-time employees: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King's Birthday (Martin Luther King's Birthday, only, may be used as an optional floater). In addition, all full-time employees will receive three (3) personal days, which are to be used within the calendar year, or may be cashed in at the end of the year if the employee is still actively employed. Personal days will be available at the beginning of the calendar year.

Personal days will be prorated for new employees based upon their date of hire. Personal days will be prorated according to the following schedule:

#### **Date of hire:**

January through February	3 days
March through June	2 days
July through September	1 day

In order for Operators to receive pay for Martin Luther King's Birthday instead of a floater, the Operator must fill out a "Holiday Pay Only" form. Otherwise the Operator will accumulate MLK's Birthday as a floater to be used during that current year or to be cashed in before the end of the year.

## **SECTION 2**

To be eligible for holiday pay, employees must work their last scheduled day before the holiday, if scheduled to work the holiday, and their next scheduled day following the holiday. Operators who miss-out on the holiday, if scheduled to work and there is no work available, will not be paid for the holiday. Operators who miss-out on the holiday, if scheduled to work and are permitted to work, must work their assigned run or at least eight (8) or ten (10) hours, as appropriate, to be eligible for holiday pay. Employees will also be eligible for holiday pay if they have been out on sick leave five (5) consecutive workdays or more immediately prior to the holiday and have a doctor's slip to return to work.

## **SECTION 3**

Holiday pay will be eight (8) or ten (10) hours, as appropriate, at a straight time hourly rate.

Whenever an employee's regularly scheduled day is on a holiday and the employee works, he



will receive time and one half for working the holiday plus holiday pay. Should an employee be drafted and required to work the holiday on his day off, he will receive double time for working the holiday plus holiday pay.

Holidays will not count toward the forty (40) hour workweek when calculating overtime unless the employee works on the holiday.

#### **SECTION 4**

All observed holidays will be picked by Operators who choose to work on the specific holiday that is posted. The established assignment and drafting procedures will be posted and followed. (The only exception is the day celebrated as Martin Luther King's Birthday.)

All maintenance employees who are scheduled to work on the holiday will be required to work on the holiday.

#### **SECTION 5**

If an employee requests a floating holiday or personal day and is denied the day off due to the lack of available personnel, and calls off for any reason on the requested day off, the employee will be subject to a hearing and disciplinary action. Maintenance employees are required to give a five (5) working day notice for requesting floating holidays. Maintenance employees may be allowed to use their personal days on a call-in basis, with extenuating circumstances, except on holidays.

## **SECTION 6**

Operators must submit a "Time-Off Request for Authorized Absences" form to the appropriate Dispatcher a minimum of five (5) working days in advance of the day(s) off requested. However, the five (5) working day notice may be waived under extenuating circumstances by the Authority.

When an Operator has requested a vacation day, personal day or floater, he will receive a written notification within three (3) full working days, after submission of the "Time Off Request for Authorized Absences" form, as to whether the time off has been approved or denied on a first come, first serve basis, provided the employee has the requested time available. It is the employee's responsibility to check with Dispatch as to the status of his time off request.

Holidays recognized by the Labor Agreement will follow the established guidelines for picking holiday work, by seniority, for the Transportation Division.

Operators will be able to submit a day off request form in advance of the requested day(s) according to established procedures written on the "Time-Off Request for Authorized Absences" form.

All time off request forms must be date and time stamped, by the Dispatcher, to be valid. All time off requests will be approved by date and time submitted.

## **ARTICLE 24 - SENIORITY**

### **SECTION 1**

Seniority shall mean the length of continuous service from the employee's last employment date. In the event the Authority employs a group of applicants on the same date, seniority shall be by alphabetical sequence (last name). If two, or more, applicants have identical last names, seniority rank shall be determined by the alphabetical sequence of their first names.

### **SECTION 2**

Seniority is recognized for the purpose of layoffs, recalls, vacation preference, the picking of runs, shifts, facilities, and days off.

### **SECTION 3**

Separate seniority lists shall be established for each division (Transportation and Maintenance). A separate seniority list will be maintained for employees working in the Road Ranger program. Seniority within the program will be used for the purpose of layoffs, recalls, vacation preference, shifts and days off. All employees entering the program as a new hire or as an internal candidate will have a seniority date of the day he entered the program.

## **SECTION 4**

Layoffs in the Maintenance Division will be determined by seniority within each individual classification, with the ability to bump into lower classifications.

Specific Road Ranger employees have been identified as 'Grandfathered' in the program. Grandfathered Road Ranger employees are largely responsible for the success of the program and shall be referred to as Road Ranger Tech. C. Road Ranger Tech C employees will maintain their seniority. In the event of a layoff, Road Ranger Tech C employees will have the ability to bump another Tech C Maintenance employee. Non-Grandfathered Road Rangers will be allowed to apply for any open position within the Authority. Employee(s) that have worked in the Road Ranger program for one year may submit a request to transfer out of the program. Employee's request to transfer must provide the Authority with six (6) months notice. The Authority, at its discretion, can accept less notice. If a Grandfathered Road Ranger Tech C voluntarily leaves the program, the employee shall be placed at the bottom of the seniority list within the new work classification for the purpose of vacation preference, shifts and days off.

## **ARTICLE 25 - EMPLOYEE TRANSPORTATION PASS**

### **SECTION 1**

The employee and the employee's dependents shall be provided a pass for free transportation on all links of the system. The employee's dependents shall include the employee's current spouse and legal children living at home under eighteen (18) years of age. All dependent children above the age of eighteen (18) years of age are eligible for a transportation pass through the calendar year in which they reach age twenty-six (26) as long as they are covered by the employee's medical benefits. An eligible dependent is defined as an employee's legal spouse or a dependent child of the employee or employee's spouse.

### **SECTION 2**

When an employee retires, with ten (10) years or more of service, the employee and spouse will receive a lifetime LYNX transportation pass renewable bi-annually.

## **ARTICLE 26 - PAY PERIOD**

Employees will be paid on a bi-weekly basis. Payday will be on the Friday of the pay week at the earliest convenient time. Each employee will be provided with a statement of total hours, gross earnings and an itemized statement of all deductions.

In the event that an employee's pay is short by 8 hours or more, the Authority will issue another check for the employee by the end of the next business day. Any adjustments needed from a given pay period must be presented to Finance by Maintenance or Transportation by the close of business on the Tuesday following the pay day, otherwise the adjustments will be made on the next pay period.

## **ARTICLE 27 - ACCIDENT PREVENTION**

### **SECTION 1**

The Authority will notify employees as to the date, time and place of Safety meetings. Attendance at Safety meetings is mandatory. The Authority will pay a minimum of one (1) hour time (or actual time if the meeting exceeds one (1) hour) for attendance.

### **SECTION 2**

If involved in any of the following occurrences, Operators must notify Dispatch promptly by bus radio communication or wayside telephone:

- A.** All accidents, regardless of perceived seriousness, that occur on or about the Operator's bus.
- B.** Any disturbances, ejections or arrests that take place on the Operator's bus.
- C.** All observed accidents involving other Authority vehicles.

**D.** Any injury(ies) sustained while on duty and any observed injury(ies) sustained by other on-duty Authority employees.

A complete written report must be submitted to Dispatch as soon as possible after reporting the occurrence. The written report must be filed before the Operator leaves for the day.

An Operator will be paid thirty (30) minutes for completing an accident/incident report.

### **SECTION 3**

The Safety/Security Officer or any Supervisor will assist any employee who requests assistance in preparing accident reports, drawings, etc., that may be needed to convey a complete representation of the occurrence. The employee may review all or any documentation in connection with an accident/incident report pertaining to that employee upon request.

### **SECTION 4**

The Union and employees agree to fully cooperate with all officials and/or representatives of the Authority in all matters relating to the settlement of such occurrences.

## **ARTICLE 28 - GROUP HEALTH INSURANCE**

### **SECTION 1**

Specific benefits are delineated in the

Authority's healthcare Certificate of Coverage and shall be available through the Human Resources Department. The Union will be notified prior to any plan changes.

## **SECTION 2**

Full-time employees will be eligible to participate in the group health insurance program one hundred twenty (120) days from the employee's date of hire.

## **SECTION 3**

The Authority agrees to provide to each active full-time employee the following group insurance plans:

**A. Health Insurance** - The Authority agrees to maintain a group health plan, which, at minimum, provides basic coverage. The Authority further agrees to provide an individual health insurance benefits program to all full-time employees. The Authority will pay 100% of the health insurance premiums for employee only coverage.

Employees may elect coverage other than the HMO Employee Only Coverage offered by the Authority. Employees shall be responsible for any difference in the actual monthly cost of the premium and the Authority's contribution.

Employees shall have the option of dependent coverage as defined in the Authority's healthcare Certificate of Coverage whereby the same



insurance coverage provided the employee shall be extended to the employee's dependents. The Authority will pay 69.1% of the health insurance premiums for dependent coverage.

Correct/redefine "dependent coverage" to mean those persons eligible for coverage according to their relationship to the bargaining unit employee, other than the employee, as opposed to the current definition of "family," i.e., employee and dependent coverage. This expanded definition of dependents eligible for coverage shall include the employee's spouse and all biological, foster, adopted and step-children.

**B. Life Insurance** - The Authority will provide life insurance coverage equal to 100% of each employee's annual earnings at no cost to the employee.

**C. Long Term Disability** - The Authority will provide a Long Term Disability Plan for an amount of coverage equal to 60% of the employee's monthly salary as provided by the disability carrier.

**D. Short Term Disability** - The Authority will make a reasonable attempt to make available short-term disability insurance to be paid by the employee.

## **SECTION 4**

Where allowable under the group insurance plans provided by the Authority, retirees shall be

permitted to continue participation in the group insurance provided by the Authority.

Employees with at least ten (10) years vesting in the Amalgamated Transit Union Local 1596 Pension Plan, and who meet the Federal requirements for retirement, but are not eligible for Medicare benefits, may remain in the LYNX group health insurance plan. The Authority will contribute a percentage of the cost equal to the HMO Employee Only Coverage according to the following schedule:

<b>Years of Service</b>	<b>Contribution Rate</b>
10 - 14	60% of Employee Only Coverage
15 - 19	75% of Employee Only Coverage
20+	100% of Employee Only Coverage

Should the retiree who has less than ten (10) years of service choose to continue his current coverage at termination, the retiree will be responsible for paying both the employee and employer share over and above the previously stated contribution.

## **ARTICLE 29 - CDL LICENSE**

### **SECTION 1**

The Authority will reimburse transportation and maintenance employees for the renewal of their basic CDL License and required endorsements.

New employees are not eligible for reimbursement until after one year of continuous employment. New employees who begin their employment with a permit will not be reimbursed for a new license. Reimbursement is for the CDL Class B license and required endorsement(s) renewal only.

## **SECTION 2**

The Authority shall have the right to exempt any employee from the requirement to maintain a CDL License in special circumstances. The Authority shall have the right to reassign an employee to a position that does not require a CDL License, when and where appropriate.

## **ARTICLE 30 - PENSION PLAN**

### **SECTION 1**

The Authority and/or the Union shall have the right to require that any improvements or modifications of pension benefits be approved through the collective bargaining process prior to their implementation. Except as specifically provided in Section 2 of this Article, nothing in this Agreement or the Pension Plan documents shall be deemed a waiver of either party's right to collectively bargain over pension benefit changes.

In order for the Authority to fulfill its obligation to participants in the pension plan, the Authority

shall have the right to conduct, on an annual basis, an audit of the pension plan for qualification, administrative and document compliance. The Pension Board of Trustees shall provide or make available all documents, records, personnel and consultants for this purpose. The Pension Board of Trustees will be advised, in writing, of any such items or procedures not in complete compliance with any applicable statutes, regulations or applicable guidance; in return the Pension Board of Trustees will correct any such items or procedures within ninety (90) days of notice.

In addition, the Authority and ATU Local 1596 shall require the Pension Board of Trustees to submit the pension plan document to the Internal Revenue Service for a determination letter within ninety (90) days of the ratification of this Agreement and to obtain a determination letter that the pension plan is qualified under the Internal Revenue Code. The Pension Board of Trustees shall also continue to obtain determination letters on a timely basis in accordance with Internal Revenue Service procedures and guidance.

The Authority agrees to provide certain past service benefits, funding and distribution of such benefits in a defined benefit pension plan for employees who are members of the bargaining unit, in accordance with Addendum A of the Amalgamated Transit Union 1596 Pension Plan (the "Pension Plan").

## **SECTION 2**

Both the employees who are participants in the defined benefit pension plan and the Authority shall make minimum contributions based on the employee's gross wages according to the following schedule: Authority – 9.75%; Employee – 5.25%.

Any increase or decrease in the employer state-mandated contributions over and above the 9.75% employer contribution listed above after October 1, 2004, will be shared pro rata between the employer and the employee based on the ratio set forth above (65% for the Authority and 35% for the employee). Such contributions are irrevocably contributed to the pension plan and all of the funds shall be used to provide benefits to the participants, in the plan, pursuant to the terms of the plan and applicable law and regulations.

## **SECTION 3**

The Union agrees that it will not pursue membership in the Florida Retirement System during the term of this Agreement. If the participants in the plan shall be placed under or become part of the Florida Retirement System, the defined benefit plan will be terminated effective as of the date a contribution is first made to the Florida Retirement System. The contribution obligation of the parties under this Agreement shall terminate at such time. The entire Collective Bargaining Agreement shall be reopened in its entirety upon such event.

#### **SECTION 4 - DEFERRED RETIREMENT OPTION PLAN (DROP)**

The Pension Fund shall establish a Deferred Retirement Option Plan (DROP). Pursuant to the DROP, eligible plan participants may, in accordance with the terms and conditions established in the plan document, elect to retire, and have their pension payments made into a DROP account. The DROP shall be available in accordance with the terms established by the Pension Fund trustees. In order to participate in the DROP, a plan participant must be eligible for retirement, whether early or normal.

Upon a Participant's election to participate in the DROP, he shall cease to be a Participant and shall no longer accrue any benefits under the Pension Fund. For all Fund purposes, the Participant becomes a Retirant. The amount of credited service and final average salary freeze as of the date of entry into the DROP. The DROP participant shall no longer contribute any portion of his salary to the ATU Local 1596 Pension Plan, nor shall the employer make any contributions to the ATU Local 1596 Pension Plan on behalf of the participant after the participant enters the DROP

THE TOTAL TIME OF PARTICIPATION IN THE DROP SHALL NOT EXCEED SIXTY (60) MONTHS.

If an employee does not terminate employment at the end of participation in the DROP, interest credits shall cease on the current balance and on all future DROP deposits. No payments will be made from DROP until the employee terminates employment as a bargaining unit employee.

#### Amounts Payable upon Election to Participate in DROP

Monthly retirement benefits that would have been payable had the Participant terminated employment as a bargaining unit employee and elected to receive monthly pension payments will be paid into the DROP and credited to the Retirant. Payments into the DROP will be made monthly over the period the Retirant participates in the DROP, up to a maximum of sixty (60) months.

Upon termination of employment, participants in the DROP will receive the balance of the DROP account in accordance with the rules established by the Board of Trustees. A bargaining unit employee who becomes a non-bargaining unit employee within the Authority, and who has elected to participate in the DROP while still a bargaining unit employee, may continue to participate in the DROP after leaving employment in the bargaining unit in accordance with the rules established by the Board of Trustees. This Participant shall have the option to continue employment as a non-bargaining unit employee after completion of up to sixty (60) months in the DROP.

## **SECTION 5**

**1)** Employees hired after January 1, 2013, (or as soon as a Contribution Plan is in place) shall not be eligible to participate in the Pension Plan. Instead, they shall participate in the LYNX Defined Contribution Plan (The “Contribution Plan”). Any changes to the Contribution Plan after its implementation shall be negotiated by the parties.

**a)** The Contribution Plan document will be drafted by an Attorney for the Authority.

**b)** The following provisions shall be applied:

**i.** The Authority shall contribute a minimum 6% to the employee’s contribution plan;

**ii.** Employees shall have an option of contributing an additional amount as set by Federal Regulations of which the Authority shall match at the rate of 50-cents-on-the-dollar the employee’s contribution of 1%, 2% or 3%;

**iii.** The costs to draft this Plan will be borne by the Authority;

**iv.** The Authority and the Union will have equal representation on the Contribution Plan Board of Trustees;

**v.** Any changes to the contribution amounts shall be negotiated by the Authority and the Union.

**2)** Current Employees hired prior to



January 1, 2013, shall continue to participate in the Pension Plan.

- 3) All additional costs to the Pension Plan as a direct consequence of new employees being transferred to the Contribution Plan shall be paid by the Authority.

## **SECTION 6**

The Parties acknowledge that while the Pension Plan Trustee Board members have a fiduciary duty, their responsibilities are administrative in nature and that any aspect of the pension plan (including benefits or costs) that impacts bargaining unit member terms and conditions of employment are subject to collective bargaining.

During the terms of the 2017-2020 CBA (which expires on September 30, 2020, the Authority will not unilaterally freeze or terminate the Pension Plan.

## **ARTICLE 31 - WAGES**

### **SECTION 1**

Wages will be paid according to the following schedule:

- 1) Year One: (10/1/17 – 9/30/18): A one-time lump sum payment of 6% the first full pay period after execution, ratification, and approval of the 2017-

2020 CBA, based upon pay rate as of September 30, 2017. (This will not change the top rate). This payment shall (a) be prorated based upon months employed by LYNX from 10/1/16 to 9/30/17; and (b) only be made to those bargaining unit members who are still employed by LYNX on the date this CBA is ratified by the Union and approved by the LYNX Board. A 3% change to the top rate and a one-step move for everyone in pay progression retroactive to the first full pay period in October 2017.

- 2) Year Two: (10/1/18 – 9/30/19):** A 3% change to the top rate and a one-step move for everyone in pay progression effective the first full pay period in October 2018.
- 3) Year Three: (10/1/19 – 9/30/20):** A one-step move for everyone in pay progression effective the first full pay period in October 2019. The Union shall, however, have the right to request a re-opener (as to wages only and not as to a step move in pay progressions) in year three. Any such re-opener request must be made in writing and delivered to the Authority's Chief Executive Officer no less than 90 days and no more than 180 days before September 30, 2019.

## TRANSPORTATION AND MAINTENANCE TOP WAGE RATES BY CLASSIFICATION

<b>POSITION</b>	<b>TOP WAGE RATE EFFECTIVE Oct. 1, 2017 to Sept. 30, 2018</b>	<b>TOP WAGE RATE EFFECTIVE Oct. 1, 2018 to Sept. 30, 2019</b>
Bus Operator	\$21.77	\$22.42
Technician A	\$24.83	\$25.57
Technician B Building and Grounds A	\$23.19	\$23.89
Technician C	\$22.41	\$23.09
Road Ranger	\$17.93	\$18.47
Technician D	\$19.49	\$20.07
Building and Grounds B	\$22.06	\$22.72
Service Island Attendant A	\$18.69	\$19.25
Service Island Attendant B	\$18.12	\$18.66
Buildings and Grounds Keeper	\$16.12	\$16.60
Buildings and Grounds Keeper B	\$13.74	\$14.15

Road Ranger employees shall maintain a rate equal to 80% of the top Tech C rate throughout the term of the contract after they have completed their training period. During the Road Ranger's training, the Road Ranger shall be paid an hourly rate of 80% of the top Tech C rate, less one dollar per hour.

## **SECTION 2**

If provided for in Section 1, pay Progression (both the move to the next level and the adjustment based on the new top of grade) will be paid as follows:

### Operators and Technicians:

0-12 Months – 70% of top rate in each job classification (effective immediately following completion of training for Operators)

12-24 Months – 74% of top rate in each job classification (effective the first full pay period in October following the completion of the probationary period)

25-36 Months – 79% of top rate in each job classification

37-48 Months – 85% of top rate in each job classification

49-60 Months – 92% of top rate in each job classification

thereafter – 100% of top rate in each job classification

### Service Island Attendants and Building and Groundskeepers:

0-6 Months – 80% of top rate in each job classification

7-12 Months – 85% of top rate in each job classification

13-18 Months – 90% of top rate in each job classification

19-24 Months – 95% of top rate in each job classification

thereafter – 100% of top rate in each job classification

If an employee obtains top rate for their job classification in progression, then he is eligible for any rate increase for employees at the top wage rate as provided for in Section 1.

Pay progression is not automatic or directly tied to service years. Rather, any advancement in pay progression shall be negotiated by the Union and the Authority and provided for in Section 1.

### **SECTION 3**

A Maintenance employee will receive a \$.50 per hour differential when he works 50% or more of his scheduled work from 6:00 p.m. to 6:00 a.m. No differential, paid under this Agreement, will be included as part of an employee's base straight

time rate of pay when calculating overtime.

The Authority may based upon superior experience, place a newly hired technician at any percentage level of any classification. Additionally the Authority may place a transferring employee at a higher pay rate classification, based upon superior experience.

The Authority expects employees to actively participate in training and an evaluation process during the employee's probationary period. At the completion of the probationary period the employee's performance will be reviewed. The Human Resources Department and the Union will be invited to participate in the review process with Maintenance. The Authority may, based on successful completion of the probationary period and demonstration of superior knowledge and skill, adjust the percentage level of the newly hired employee.

An employee transferring from a higher pay rate classification to a lower pay rate classification will transfer into the position at 90% of the top rate in that new position. After completion of the sixty (60) day probationary period, the employee will then go to the top rate of the new position.

#### **SECTION 4**

A "Lead Person" may be designated by the appropriate Supervisor in any of the Maintenance Classifications. A "Lead Person" may give

directions to bargaining unit employees while also performing bargaining unit work. A "Lead Person" will have no responsibility for employment decisions or personnel actions such as hiring, firing, transfers, promotions or administration of disciplinary measures. A "Lead Person" shall not assume any • duties or responsibilities normally considered to be those of the Authority.

A "Lead Person" shall be paid a \$1.00 premium per hour worked over and above his regular hourly rate.

No overtime will be paid on the \$1.00 premium rate. No differential paid under this Agreement will be included as part of an employee's base straight time rate of pay when calculating overtime.

## **SECTION 5**

"Transportation Instructors and Maintenance Training Assistants" shall be paid a \$1.00 premium, per hour worked, over and above their regular hourly rate while performing training duties. No overtime will be paid on the \$1.00.

"Line Instructors" shall be paid a \$.75 premium, per hour worked, over and above their regular hourly rate while performing line instructor duties. No overtime will be paid on the \$.75. No differential paid under this Agreement will be included as part of an employee's straight time rate of pay when calculating overtime.

Transportation Training Instructors will work a 9-hour shift.

## **ARTICLE 32 - TRANSPORTATION WORKWEEK**

The workweek of all regular full-time Operators will consist of five (5) days with a minimum of eight (8) hours each day or four (4) days with a minimum of ten (10) hours each day. The hours worked shall include all report times or on-duty time required of an employee.

Scheduled transportation will be provided for operators to and from the LCS to the LOC. A wait time from the LCS will be paid for time in excess of 20 minutes.

## **ARTICLE 33 - TRANSPORTATION OVERTIME**

### **SECTION 1**

In order to meet the stated objectives of providing efficient service to the riding public, it may be necessary from time to time to assign overtime work to Operators who already have completed their workday schedule. Examples of situations where overtime work may be assigned include when a relief Operator fails to make his relief; an assigned Operator misses his assignment or for any reason is not present to make a scheduled "pull out" trip; etc. Whenever, in the Authority's discretion, it is necessary to assign overtime work, Operators will work a minimum of one (1) round trip. A round trip is not to exceed two and one half (2 ½) hours without the Operator's consent.



All off duty Operators (except those on a scheduled vacation, sick leave, or off for some other authorized reason) shall be prepared to work all Special Events requiring the use of fifteen (15) or more buses if so requested by the Authority.

## **SECTION 2**

Overtime payment will be only for actual overtime hours worked. Overtime hours worked in excess of eight (8) hours per day for a five (5) day workweek, or forty (40) hours per week will be paid at a time and one half rate. Overtime worked in excess of ten (10) hours per day, for a four (4) day workweek, or forty (40) hour per week will be paid at a time and one half rate. Court appearances on behalf of the Authority, Union business days, jury duty and military leave will count as part of the usual workweek when calculating overtime.

## **SECTION 3**

Work performed on an Operator's day off will be considered overtime work, and will be paid at a time and one half rate providing the Operator has not "missed" (unless the Operator works a minimum of eight (8) or ten (10) hours, as appropriate on day of "miss"), been out on a holiday, sick leave, on a personal leave of absence, or on a disciplinary suspension during the current workweek.

If an Operator's relief person does not report to the scheduled relief point, the Operator waiting for relief will be required to work a single round trip. A single round trip is not to exceed two and one half (2 ½ ) hours, without the Operator's consent. If an Operator must work a single round trip because the Authority did not assign an Operator to relieve the Operator, the Operator will receive double time for all time worked past his regularly scheduled run/shift. The employee causing the relief to be missed will not be eligible for overtime until after working forty (40) hours that week. Extenuating circumstances will be considered for both the Authority and bargaining unit employees.

## **ARTICLE 34 - PICKING DAYS OFF, RUNS, EXTRA BOARD**

### **SECTION 1**

An Operator's days off and runs shall be picked in accordance with that Operator's Division seniority. All LYMMO runs will be packaged. LYNX Operations Center and Osceola Satellite Facility runs will be separated into three (3) groups within each Division. The first group will include all runs with report times prior to 7:00 a.m. (Morning Runs). The second group will include runs with final pull-in times prior to 9:00 p.m. (Midday Runs). The last group will

include runs with final pull-in times of 9:00 p.m. or later (Night Runs). Days off will be picked first, within each Run Group, with run picks to follow. Operators will be allowed to pick, within their seniority, any available work within their selected Run Group (including Day Off Relief) or Extra Board slots posted at General Picks. All Day Off Relief runs will be available for selection within each Run Group (Morning, Midday, and Night) and will be posted within one week of the completion of the Division General Pick. The Extra Board slots will not be assigned to a particular Run Group. Operators who pick a piece of work shall remain thereon until the next Division Pick, unless their selected Pick is significantly altered, thirty (30) minutes more or less, or discontinued. In such an event, they will be permitted to retain their run or initiate a Bump Pick if there are four (4) full weeks or more remaining before the next Divisional General Pick. In the event any run(s) is discontinued, a Divisional Bump Pick will occur. When new Divisions are opened or Divisions are closed, a General System-Wide Pick will be conducted for all remaining Divisions. A Divisional Bump Pick will occur only if there are four (4) full weeks or more remaining before the next General Pick. Otherwise, the Operator will be assigned to the Extra Board according to Division seniority. Vacation relief operators shall pick their runs in accordance with the Extra Board Hold-

down schedule. The Authority reserves the right to discontinue, add, change and/or alter runs.

New runs instituted after the General Pick shall be worked off the Extra Board. When a run becomes open as a result of an Operator terminating employment with the Authority, that run will be given to the Extra Board to be worked as a hold-down until the next Divisional General Pick.

The designated effective date of the General Pick will coincide with the beginning of the next pay period provided there are five (5) days to process the payroll changes. Individuals interested in picking will be responsible for keeping the Pick administrators informed of where they can be contacted (to specifically include the provision of a current phone number) as the Pick process progresses. Individuals on vacation, leave of absence, etc., will be contacted by the Union representative conducting the bid, if instructions are on file indicating where and/or how they can be contacted during their absence from LYNX.

## **SECTION 2**

The Authority and the Union shall jointly appoint one representative who will be responsible for the proper administration of the General Picks. The Authority will pay the Union representative(s) actual time worked (or run pay if actual time worked is less than run time

on his regular workday) for the preparation and administration of the Pick.

Picking procedures will be developed and implemented mutually between the Authority and the Union. The Picking procedures will be posted at all operational Divisions. The Authority and the Union shall jointly work together to interpret and comply with the Picking procedures.

General Division Picks will take place approximately every three (3) to four (4) months; at least three (3) times each year, including one (1) General System-Wide Pick. Any deviations or exceptions will be taken to Labor Management and each Division Pick shall have an effective date, which coincides with the beginning of a pay period. General Division Picks will begin not less than fifteen (15) days prior to the effective date. A General System-Wide Pick will be conducted at least annually. The time of the Pick is to be agreed upon mutually by the Union and the Authority. The actual Pick sheet shall be posted three (3) days prior to the beginning of the Pick. All runs are to be covered after each Pick.

A copy of the completed Bid will be available at all Division offices, as well as at the LYNX Central Station for the duration of the current bidding process.

Operators will only be paid to train on the specific link(s) selected by the Authority. Operators must receive the Authority's approval to train on a link(s) that has not been specified.

### **SECTION 3**

Provided that the Union can demonstrate, to the Authority, how runs may be improved maintaining their coverage and benefits to everyone; the Authority will then give adequate consideration to the Union's proposed improvements.

### **SECTION 4**

Transportation Training Instructors will not pick a run. Training Instructors will be guaranteed nine (9) hours of pay. Should a Training Instructor return or be moved back to his bus Operator position during a Pick, he shall be positioned where needed as determined by management. Such employee shall work the Extra Board at his hire date seniority level, including days off, until the next Pick commences. Transportation Training Instructors may be placed temporarily in any Division where desired if there is not sufficient training work available.

Training Instructors may be temporarily assigned to any Extra Board in reverse hire date seniority order, no less than five (5) consecutive workdays. Training Instructors who are temporarily assigned to the Extra Board, will retain his scheduled days off.

## **ARTICLE 35 - EXTRA BOARD RULES**

### **SECTION 1**

Extra Board Operators will keep a current telephone number on file in the Dispatch office at all times. Pager numbers are not acceptable.

### **SECTION 2**

Extra Board Operators will have two (2) days off each week. Off days will be picked at Pick time.

New Operators assigned to the Extra Board will be assigned off days by the Transportation Division until the next Pick commences

### **SECTION 3**

Work will be assigned beginning with the number one (1) Extra Board Operator. When a vacation relief operator is not required to cover an operator on vacation, he will be assigned in seniority on the regular Extra Board. Work will be assigned to the Extra Board by run completion time. The run with the earliest completion time, regardless of the start/split time will be assigned to the number one (1) Extra Board Operator. The number two (2) Extra Board Operator will be assigned the next earliest time, etc.

In no event will an Operator be assigned work without being given a minimum of eight (8) hours off between the completion of that day's work and his report time for the next day's assignment.

Regular runs, report requirements and extra work will be filled before Community Service work is assigned. Operators will be assigned where required after following the above procedures.

Extra Board Operators must report at such time or location as instructed or as shown on the Extra Board Assignment Report. Having reported for duty, Operators must not make themselves unavailable without permission from the Dispatcher.

Extra Board assignments will be displayed no later than 4:00 p.m. After the Board is posted, a Run assignment will not be changed. If a run becomes open after the Board is displayed, that run will be marked open and assigned on the effective day. On occasion, to cover runs that come open after the Board is displayed, Extra Board Operators with a "Report" only time may be assigned a run before or after his displayed "report time". When this occurs, Operators with a "Report" only time will be notified a minimum of two (2) hours prior to their original "report time". An Operator may be called in to cover the Board when necessary.

At no time will an Extra Board Operator or an Operator who signs up to work his day off be required to remain on duty for more than thirteen (13) hours in a single day, if the Operator works eight (8) hours or less.

Operators who desire to work on their days off must submit an Extra Work Request Slip to the



Dispatch Office before 2:00 p.m., the day prior to the day they wish to work.

#### **SECTION 4**

When an Extra Board Operator, through an error, is not assigned according to what his position on the Board calls for, and does not receive the pay he would have received had he been assigned correctly, he will be paid the difference between what he was actually paid and what his correct assignment would have paid. In addition, he will be paid at time and one half for all time which he is required to work after the time he would have been due off, or before the time he would have been due to go to work had he been properly assigned. An Extra Board Operator will be paid from the time of reporting until released from duty, but in no event less than three (3) hours for each report. Split runs are one-duty assignments.

#### **SECTION 5**

When a run is open for five (5) or more days, the hold-down procedure will begin on the next hold-down cycle, and the senior Operator working the Board, desiring the hold-down, will pick the run, and must retain the run until the hold-down ends or he is successful in picking on a regular assignment.

## **SECTION 6**

Extra Board and Vacation Relief Board Operators will be responsible for picking their Vacation Hold-down and Regular Hold-down Bid Sheet. Operators who do not make arrangements to pick-up their Vacation Hold-down and Regular Hold-down Bid Sheet due to being out on sick leave, vacation leave, or any other leave of absence, will be passed over so that bidding can continue.

## **SECTION 7**

If all Extra Board or Vacation Relief Board Operators reject the hold-down, the operator with the least seniority within the Extra Board or Vacation Relief Board will be assigned the run.

## **SECTION 8**

Runs open as a result of any extended absence, i.e., sick, FMLA, Workers' Compensation, termination, etc. will be picked by the Extra Board. Runs open as a result of vacations will be picked by the Vacation Relief Board. The Vacation Hold-down and Regular Hold-down Bid Sheet will be available for the Extra Board and Vacation Relief Board Operators, no later than Monday before payday. The Extra Board and Vacation Relief Board Operators will then have until 4:00 p.m. on Thursday of the same week to submit their choices to the Dispatcher of his respective Division. The hold-downs will

be assigned by seniority. The results will be posted on payday Fridays by the end of the day. Operators who are assigned a hold-down, will assume the off days and runs of the hold-down.

## **SECTION 9**

In the event new Operators are hired during a current Pick period, the existing hold-down Operators (Extra Board only) will be given the opportunity to relinquish the hold-down before the newly hired Operators are assigned work.

## **ARTICLE 36 - TRANSPORTATION UNIFORMS**

The Authority will prescribe the color, material and composition of the uniform. When reporting for work, all Operators will wear the prescribed uniform in a neat and clean condition.

Other than first time operators, the Authority will contribute \$295.00 to the cost of the uniforms in each year of the contract. Part-time operators, see Item G in Article #39. These amounts will be made available on the Operator's anniversary date. New hire Operators will receive a one-time uniform allowance of \$290.00.

Shoes, latex gloves and sun visors will be an allowable expense. Total expense for latex gloves and sun visors shall not be in excess of \$20.00 per year. The allowance shall be paid on a reimbursement basis. An original receipt must support documentation.

## **ARTICLE 37 - PART-TIME TRANSPORTATION**

- A.** The number of part-time Operators which may be employed will be 15% of the total number of full-time Operators employed.
- B.** Part-time Operators will be required to work in one of the following ways:
  - one Saturday and one Sunday run
  - three (3) weekday runs, one of which must be a Monday or a Friday
  - any combination of weekend and weekday runs

Part-time Operators can work unlimited days per week but cannot exceed thirty (30) hours maximum per workweek unless there are no full-time operators readily available to work the assignment to prevent disruption of our service to the public.

- C.** No full-time Authority employee will automatically be transferred to part-time Operator status. A full-time Operator, who has rendered satisfactory service and resigns his position for legitimate reasons, may be transferred to part-time Operator status if (1) a vacancy exists, and (2) the individual passes the required physical examination(s), without a reduction in his

hourly wage rate.

- D.** Currently retired employees and future retirees will be given preference as applicants for part-time Operator employment.
- E.** New-hire part-time employees will serve a one hundred twenty (120) day probationary period. A part-time Operator who transfers to full-time will be allowed to transfer all probationary time served.
- F.** Following successful completion of the probationary period, part-time Operators will accrue seniority, which will apply only within the ranks of part-time Operators.
- G.** Part-time Operators will be eligible for employee transportation pass privileges and seventy-five (75%) percent of the standard uniform allowance if working twenty (20) or more hours per week. Part-time Operators working less than twenty (20) hours per week will only be eligible for fifty (50%) percent of the standard uniform allowance. Part-time Operators will have the option of participating in the Pension Plan or the Contribution Plan as set forth in Article 30.

- H. Part-time Operators will not be eligible for any fringe benefits (other than those described in Item G), penalty pay provisions or time or pay guarantees applicable to full-time Operators.
- I. Part-time Operators, after successful completion of their probationary period, will be given preference over outside applicants for full-time Operator positions.
- J. Part-time Operators will accrue full-time Operator's seniority (with regard to Picks for runs and Picks for vacations) and full-time benefits (with regard to vacation, sick time, floating holidays, health insurance, etc.) as of their hire date as a full time bus Operator at LYNX.
- K. No full-time Operator who has successfully completed his probationary period will be furloughed until all part-time Operators are furloughed.
- L. Part-time Operators can be used on regular runs, shuttles, community service, Extra Board, floaters, personal days and single vacation days when (1) all full-time Extra Board and all full-time Operators who have requested work on their days off from the

LOC, OSF facility and LYMMO divisions have been exhausted and (2) the part-time Operator's thirty (30) hour per week limit is not exceeded. (Exception) Part-time Operators may be used to fulfill absence requests for floaters or vacation days by full-time Operators.

**M.** Part-time Operators will be used on regular runs only when no volunteers have signed up for extra work.

**N.** The Authority will comply with the Family and Medical Leave Act of 1993, 29 CFR, Part 825).

## **ARTICLE 38 - MAINTENANCE GENERAL PICK**

### **SECTION 1**

It is agreed that there will be two General Picks each year (December and May). Job Pick sheets on General Picks will be posted at least seven (7) days prior to the start of the next General Pick. The date and time, in which the maintenance employees will Pick their assignment, will be posted on the maintenance bulletin board. An employee who fails to pick on his designated day and time, or had not placed a proxy in the union box, will be assigned the same or the closest days off and shift as he presently has at the time of the bid. Phone

calls will only be received by the bid team during the bidding employee's scheduled bid time. Bid team members will not call the bidding employee during the bid process. A copy of the completed Pick will be posted on the maintenance bulletin board for thirty (30) days. If a maintenance employee is out of work for more than thirty (30) days due to illness or injury at the time of the bid, and a specific validated return date for the employee has not been provided to management, the employee will not be eligible to pick.

## **SECTION 2**

Maintenance employees will pick their work shifts, primary job assignments, and days off and vacation, in accordance with maintenance seniority within their classifications, within their respective Division. Upon commencement of a new operations facility or the closure of an existing operations facility, a System-Wide Pick will be conducted annually in all classifications.

## **SECTION 3**

At such times as the Authority deems necessary, the Authority will determine and schedule the number of maintenance employees needed in each classification on each of its work shifts, including the days off on each of its work shifts and post such information on the maintenance bulletin board.

Should conditions necessitate a change in the



regular shift of an employee, the Authority will notify the employee and the Union a minimum of five (5) working days before the shift change takes place. This section shall not preclude the Authority's right to effect changes necessitated by bona fide emergencies.

#### **SECTION 4**

The Authority agrees that there will be no change in work shifts to prevent the payment of overtime; however, the Authority reserves the right to establish relief shifts and/or reassign personnel to cover vacancies or absences of five (5) days or more.

No Management personnel will replace bargaining unit employees.

#### **SECTION 5**

Upon completion of a new employee's training period into the Maintenance Division, a Bump Pick shall be conducted in accordance with established procedures.

### **ARTICLE 39 - MAINTENANCE WORKWEEK**

#### **SECTION 1**

The workweek for all full-time employees shall be forty (40) hours per week, consisting of five (5) days of eight (8) hours each, excluding a lunch period not to exceed one half hour. The Authority may, at its discretion, create four (4) day

workweeks. When a maintenance employee works a four (4) day workweek shift, this workweek will consist of four (4) days with a ten (10) hour workday, excluding a lunch period not to exceed one (1) hour.

## **SECTION 2**

Maintenance employees and Service Island Attendants shall be given a fifteen (15) minute period at the end of their work shift, for the purpose of removing units from the maintenance bays, cleaning/mopping work areas, storing of the Authority's tools, storing of the employee's tools and toolbox and writing up and coding work orders.

## **ARTICLE 40 - MAINTENANCE OVERTIME**

### **SECTION 1**

Overtime payment will be only for actual overtime hours worked. Overtime hours worked in excess of eight (8) hours per day or forty (40) hours per week will be paid at a time and one half rate. Court appearances on behalf of the Authority, Union business days, jury duty and military leave will count toward the forty (40) hour workweek when calculating overtime.

### **SECTION 2**

Authorized work performed on off day(s) will be considered overtime work and will be paid at a time and one half rate providing the employee

has not been out on a holiday, sick leave, on a personal leave of absence or on a discipline suspension during the current workweek. A minimum of three (3) hours will be paid for call-outs. Call-outs will be rotated among all qualified Facilities Maintenance Technicians. No employee shall work out of his classification, except for a bona fide emergency. Building and Grounds employees called out to work to complete an emergency repair shall be paid at the overtime rate for the time it takes to complete the repair or a minimum of three (3) hours. The minimum requirement of 8 hours per day and 40 hours per week shall not apply to Building and Grounds employees responding to emergency call outs.

### **SECTION 3**

An overtime board shall be established for the Maintenance Division following established procedures.

Scheduled overtime shall be distributed and rotated by seniority as equally as it is practicable among qualified volunteer bargaining unit employees. In the event there are no volunteers, the least senior employee qualified to fill the overtime work shall be assigned the overtime work, provided he has received eight (8) hours of off duty time. No employee shall work out of his classification, except for a bona fide emergency.

Overtime will be distributed equally in each classification.

## **ARTICLE 41 - MAINTENANCE UNIFORMS**

### **SECTION 1**

The Authority shall provide a weekly supply of laundered uniforms for Maintenance employees. The Authority shall also, supply inclement weather gear and nitrile and latex gloves as Labor Management believes are appropriate.

### **SECTION 2**

The Authority will furnish an annual steel toe safety shoe allowance of \$163.00 to all Maintenance bargaining unit employees.

For current employees who have fulfilled their probationary period, the steel toe safety shoe allowance will be made available on October 1st of each contract year. For new employees and those employees still in their probationary period, the steel toe safety shoe allowance will be made available upon successful completion of the probationary period. Steel toe safety shoes are required to be worn while on duty.

This allowance shall be paid on a reimbursement basis. An original receipt must support requests for reimbursement.

Any Maintenance employee who resigns or is discharged from the Agency within ninety (90) days of receiving their shoe allowance will be required to reimburse the Agency the full amount of said reimbursement.

## **ARTICLE 42 - MAINTENANCE TOOL**

### **ALLOWANCE/REIMBURSEMENT**

A tool allowance and/or reimbursement, whichever is applicable, will be made available to full time Technician classifications as well as Building and Grounds. Technician classifications and Building and Grounds will receive \$630.00 for each year of the contract. Road Rangers and Road Ranger Tech C will receive \$600.00 for each year of the contract.

To receive reimbursement for tool expenses, employees must provide original receipts for the purchase of tools. Employees will be reimbursed for tools or tool related purchases only. Tools purchased must be used in repair of LYNX vehicles, equipment and /or facilities. A reimbursement will be made to employees, if supported by original receipts, for part of the amount eligible twice a year during the months of February and August or can be reimbursed for the full amount eligible at any time during the year.

New employees will be eligible for a tool allowance upon completion of their probationary period.

Any Maintenance employee who resigns or is discharged from the Authority within ninety (90) days of receiving their tool allowance will be required to reimburse the Authority the full amount of said reimbursement.

Periodic toolbox inspections will be conducted to verify compliance with established tool lists and will be part of the Maintenance employees' probationary evaluation.

## **ARTICLE 43 - MAINTENANCE TRAINING**

### **SECTION 1**

For training purposes the employee will receive his regular rate of pay. All travel time to and from a training location will be paid at straight time. The Authority may request an employee to change his days off to attend training. If the employee changes his day(s) off to accommodate a training schedule, the employee will receive time and one half pay for working more than forty (40) hours during his regular workweek. Training time will count as part of an employee's regular workweek, for overtime purposes, except for time traveling to and from a training location.

### **SECTION 2**

Maintenance employees serving as full-time Training Assistants will receive a \$1.00 premium per hour. Other employees, who are selected periodically by the Authority to act as Training Assistants, shall be compensated and not be paid less than their regular rate of pay, plus a \$.75 premium per hour, worked, above and beyond their regular rate of pay. In this capacity, training instruction shall consist of Training Assistants

providing specific and technical instructions on the different aspects of work related tasks. No pyramiding of premium pay will be allowed.

No overtime will be paid on Training Assistant's premium pay. No differential paid under this Agreement will be included as part of an employee's base straight time of pay when calculating overtime.

### **SECTION 3**

All work related opportunities and training will be offered and conducted in a fair and systematic manner.

### **SECTION 4**

The Authority shall reimburse maintenance employees for any ASE certification testing related to the current job only if the employee passes the certification test.

### **SECTION 5**

Maintenance will develop and implement an Apprentice Training Program for new technicians. Entrance into the Apprentice Training Program will be determined by management in conjunction with Human Resources. Employees selected to participate in the program will be hired into the Technician D classification.

The Apprentice Training Program will also have a committee. Committee members will include training personnel, management/

supervision, a Union Representative and a Human Resources representative. Final decisions for changes to the program will remain with the Deputy Chief of Operations for Maintenance.

The program will also consist of four (4) phases of training. Phase I will include vehicle preventive maintenance and wheelchair lift preventive maintenance. Phase II will include foundation brakes, brake air systems, steering and suspension. Phase III will include electrical, hydraulics and pneumatic troubleshooting skills. Phase IV will include engines and transmissions.

Employees are expected to work six (6) months in each of the four (4) phases. This time period may be extended by two (2) months if remedial help is needed to meet minimum standards in Phases III or IV. The time period may be reduced based on superior performance and passing all written tests and hand on assessments within a given Phase. At the end of the six (6) month period of time, the technician participating in the Apprentice Training Program is expected to successfully complete each phase of training. At the completion of Phase IV, technicians will graduate from the program and be promoted to Technician C at full Technician C rate of pay. Following the successful completion of the program, the technician will have seniority for picking shifts.

An employee who fails to complete any phase of training in the prescribed time period with the



allowable extension or an employee who receives an overall failure for two (2) consecutive months will be terminated.

In order to effectively correlate the training being delivered with work assignments, technicians working in the Apprentice Training Program will be assigned to shifts by the Maintenance Trainers. Assignment to a location and shift will be for a period of not less than thirty (30) days. At any point during the assignment to a shift, the maintenance trainer may schedule classroom training for the technician with appropriate notification to the employee.

#### **ARTICLE 44 - PART-TIME MAINTENANCE**

- A.** The Authority may employ up to eleven (11) part-time Maintenance Division employees.
- B.** Part-time maintenance employees will be limited to a maximum of thirty (30) hours work per week. The weekly work schedule will be assigned by the Deputy Chief of Operations for Maintenance.
- C.** No full-time Authority employee will automatically be transferred to part-time maintenance employee status. A full-time Maintenance Division employee, who has rendered satisfactory service and resigns his position for legitimate reasons, may

be transferred to part-time Maintenance Division employee status, without a reduction in their hourly rate, if (1) a vacancy exists, and (2) the individual passes any required physical examination(s).

- D.** Currently retired employees and future retirees will be given preference as applicants for part-time Maintenance Division positions.
- E.** New-hire part-time employees will serve a one hundred twenty (120) workday probationary period.
- F.** Following successful completion of the probationary period, part-time Maintenance Division employees will accrue seniority, which will apply only within the ranks of part-time Maintenance Division employees.
- G.** Part-time Maintenance Division employees will be eligible for the standard uniform and employee transportation pass privileges. Part-time Maintenance employees will have the option of participating in the Pension Plan or the Contribution Plan as set forth in Article 30.
- H.** Part-time Maintenance Division employees will not be eligible for any fringe benefits

(other than those described in Item G), penalty pay provisions or time or pay guarantees applicable to full-time employees.

- I. Part-time Maintenance Division employees, after successful completion of the probationary period, will be given preference over outside applicants for full-time Maintenance Division positions. A part-time Maintenance Division employee who applies and is accepted for employment as a full-time employee will accrue full-time Maintenance Division seniority as of date of hire as a full-time Maintenance Division employee.
- J. No full-time Maintenance Division employee who has successfully completed his probationary period will be furloughed until all part-time Maintenance Division employees are furloughed.
- K. The Authority will comply with the Family and Medical Leave Act of 1993, (29 CFR Part 825).

## **ARTICLE 45 - AGREEMENTS AND UNDERSTANDINGS**

All agreements and understandings negotiated between the parties will not be effective until they are reduced to writing and signed by both parties.

## **ARTICLE 46 - DURATION, MODIFICATION AND TERMINATION OF AGREEMENT**

This Agreement is effective October 1, 2017, following ratification by the employees and approval by LYNX' Board of Directors. This Agreement shall thereafter continue in full force and effect through midnight on the thirtieth (30th) day of September 2020, when it shall terminate. This "Agreement" between the Central Florida Regional Transportation Authority, d.b.a. LYNX and Amalgamated Transit Union Local 1596, becomes valid from its effective date and thereafter, from year to year, unless notice is given in writing by certified or registered mail, with a return receipt requested by either party to the other party at least sixty (60) days prior to the expiration date or any anniversary thereafter of intent to modify, change or terminate this Agreement. After receipt of the notice, negotiation shall commence not later than thirty (30) days prior to the expiration date or any anniversary thereafter of this Agreement, and if no Agreement is reached on modification or renewal prior to the expiration of this Agreement, it may be extended by mutual consent. If there is failure to mutually agree on the extension, this Agreement shall be deemed terminated without further notice.

This Contract constitutes the sole and entire agreement between the parties hereto and supersedes

all prior agreements, oral or written, expressed or implied, or practices between the Authority, the Union and the Authority's employees, and expresses all obligations of, and restrictions imposed on, the Union and the Authority and its employees during its term.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be signed in his respective names by his respective representatives, thereunto duly authorized.

A handwritten signature in cursive script, appearing to read 'Ed Johnson', written over a horizontal line.

By: Edward L. Johnson, Chief Executive Officer  
CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

A handwritten signature in cursive script, appearing to read 'Charles Gray', written over a horizontal line.

Witness

A handwritten signature in cursive script, appearing to read 'Ismael Rivera', written over a horizontal line.

By: Ismael Rivera, President/ Business Agent  
AMALGAMATED TRANSIT UNION,  
LOCAL 1596

A handwritten signature in cursive script, appearing to read 'Bernard', written over a horizontal line.

Witness

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