

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 19, 2015
AGENDA ITEM #1

Agenda Item: Collective Bargaining Agreement

Presenter: Tom Phillips

Recommended
Action: Approval

Summary: Collective Bargaining Agreement entered into October 1, 2015, by the Lakeland Area Mass Transit District and the Transport Workers Union of America, Local 525, AFL-CIO.

This Agreement is entered into under the terms of the Florida Public Employees Relations Act for the mutual interest of present and future employees, and of the District, to promote the safety and continuity of operations, to stabilize employment under reasonable hours, rates of pay and working conditions. It is recognized by the Agreement to be the duty of the District and the employees to cooperate fully, both individually and collectively, for the advancement of these conditions.

Attachments: Collective Bargaining Agreement

Collective Bargaining Agreement

between

Lakeland Area Mass Transit District

and

Transport Workers Union of America
AFL-CIO Local 525

October 1, 2015 thru October 2, 2018

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This Agreement is entered into October 1, 2015, **by the Lakeland Area Mass Transit District** (the District) and the Transport Workers Union of America, Local 525, AFL-CIO (the Union).

Article 1- Preamble

This Agreement is entered into under the terms of the Florida Public Employees Relations Act for the mutual interest of present and future employees, and of the District, to promote the safety and continuity of operations, to stabilize employment under reasonable hours, rates of pay and working conditions. It is recognized by the Agreement to be the duty of the District and the employees to cooperate fully, both individually and collectively, for the advancement of these conditions.

Article 2- Recognition and Scope

The District recognizes the Union as the exclusive collective bargaining representative for all its employees in the following bargaining unit:

Included: All regular full-time and part-time Apprentice Technicians, Technicians, Master Technicians, Quality Assurance Master Technician, Parts Procurement & MIS Administrative Specialist, Bus Operators, Bus Operator Trainees, Electronic Technicians, Utility 1 & 2 Technicians, Facility 1 & 2 Technicians, and Parts Technicians.

Article 3- Bulletin Boards and Agreement

The District shall provide Bulletin Boards for the use of the Union in two locations on the property. All notices placed on such Bulletin Boards shall relate solely to official Union Business and shall have the official signature of the Union.

The District shall print copies of this Agreement in an appropriate form and shall give a copy upon request to each employee covered by this Agreement within sixty (60) days of the date of this Agreement unless prevented from so doing by circumstances beyond its control, and shall furnish a copy of this Agreement to each new employee hired in any classification covered thereby.

Article 4- Equal Treatment

In accordance with the established policy of the District and the Union, the provisions of this Agreement will apply equally to all employees regardless of race, color, religious creed, national origin, citizenship, sex, sexual orientation, being over age 40, marital status, disability, or U. S. Veteran's status in accordance with applicable State and Federal laws. It is also understood that the Union will continue to cooperate with the District in maintaining its Affirmative Action Program to ensure the equality of opportunity in all aspects of employment.

Article 5- Management Rights

The union agrees that the District has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; that the powers or authority which the District, through its management officials, band of Board of Directors shall include, but shall not be limited to:

1. the right to determine the organization of District Management;
2. to determine the purpose of each of its constituent departments;
3. to exercise control and discretion over the organization and efficiency of operations of the District;
4. to set standards for service to be offered to the public;
5. to direct the employees of the District, including the right to assign work and overtime;

6. to hire, examine, classify, promote, train, transfer, assign and schedule employees in positions within the bargaining unit;
7. to suspend, demote, discharge with cause or take other disciplinary action against employees for proper reasons using progressive steps;
8. to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work funds;
9. to determine the location, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased;
10. to establish, modify, combine or abolish job/pay positions within the bargaining unit;
11. to change or eliminate existing methods of operation, equipment or facilities;
12. to determine the methods, means and number of personnel needed to desirable for carrying out the Districts mission; and such other rights normally consistent with management duties and responsibilities for operation the District.

Section 2

The District has the sole authority to determine the purpose and mission of the District, to prepare and submit budgets to be adopted by the Board of Directors.

Section 3

Those inherent managerial functions, prerogatives and policy-making rights which the District has not expressly modified or restricted by a specific provision of the Agreement are not in any way, directly or indirectly subject to the Grievance Procedure.

Section 4

Delivery of District services in the most efficient, effective and courteous manner is of paramount importance to the District. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

Article 6- Check-off Agreement

- a. The LAMTD shall not make any deductions for the collection of fines, penalties or special assessments. There shall be no charge made by the LAMTD for deductions for dues. The exact amount of monies to be deducted for each employee shall be provided by the Union to the LAMTD. Any changes in the amounts to be deducted shall be given to the LAMTD thirty (30) days in advance. These monies, along with a list of each employee's name and amount deducted, shall be transmitted to the Union within thirty (30) days after the monthly deductions.
- b. During the life of this Agreement, the District agrees to deduct from the pay of each bargaining unit member, and remit to the Union, membership dues or fees uniformly levied in accordance with the Constitution, rules and/or By-laws of the Union and as prescribed by Law, provided such member voluntarily executes the Union's "Check-Off Form".
- c. When a member executes such "Check-Off Form" in a manner suitable to the Union, the International Representative of the Union shall forward an original copy to the District. Any notice of revocation, as provided for in this Agreement or applicable law, must be in writing, signed by the employee, and delivered by registered mail, addressed to the appropriate accounting official of the District with a copy to the Local Union.

d. When a Check-Off Form, as specified herein, is received by the appropriate accounting official on or before the first day of a month, deductions will commence with the first regular pay period paycheck of that month, and will continue thereafter until revoked or canceled as provided in this Agreement. Each accounting office of the District will remit to the Union checks in payment of all dues collected no later than the tenth day of the following month. Those remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The District remittances of dues/fees to the Union will be accompanied by lists of names and employee numbers of the employees for whom deductions have been made in the particular period and individual amounts deducted.

e. No deductions of dues/fees will be made from the wages of any employee who has not executed a Check-Off Form, who has been transferred to a job not covered by the Agreement, or who is not in pay status. Upon return to work within a classification covered by this Agreement, deduction from future wages shall be automatically resumed provided the employee has not revoked the assignment in accordance with this Agreement, and provided it is in accordance with the other appropriate provisions of this Agreement and applicable law.

f. An employee who has executed a Check-Off Form and who resigns or is otherwise terminated from the employ of the District shall be deemed to have automatically revoked his/her assignment and if he/she is recalled or re-employed, further deduction of dues/fees will be made only upon execution and receipt of a new Check-Off Form.

g. Collection of any back dues/fees owed at the time of starting deductions for any employee, and collection of dues/fees missed because the employee's earnings were not sufficient to cover the payment of dues/fees for a particular pay period, will be the responsibility of the Union and will not be subject to payroll deductions.

h. Deductions of dues/fees shall be made in a flat sum provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employees or requirement of law have been satisfied. In the event of termination of employment, the obligation of the District to collect dues/fees shall not extend beyond the pay period in which the employee's last day of work occurs.

i. In the event any part of this Agreement contained in Article 6 is determined not to be in compliance with applicable law, the legislative body shall take such actions as it deems to be in the public interest, including the interest of the public employees involved, to resolve all impasse issues.

j. The Union shall indemnify and hold the District, its officials, and the employees completely harmless against any claims, demands, suit, liability, and monetary or otherwise, including legal cost arising of any action taken or not taken by the District, its Officials, Agents, and Employees in complying with this article.

k. For the term of this agreement TWU dues will be capped at two (2) hours per full-time employee, one (1) hour per part-time employee at each employee's pay rate per month.

Article 7- No strike/No Lockout

During the term of this Agreement and thereafter, the Union shall not authorize, cause, engage in, sanction or assist in any slowdown, work stoppage, strike, sympathy strike, sit down or picketing against the District. During the term of this Agreement and thereafter, the District shall not cause, permit or engage in any lockout of its employees.

Article 8- District Rules, Policies and Procedures

Except as modified by this Agreement, the District's existing work rules, policies and procedures shall apply. The District may reasonably modify its rules, policies and procedures from time to time.

Any rules or regulations, which are now or which may hereafter be imposed on the District by the United States Government, shall apply with equal force and effect to the employees covered under this Agreement.

Article 9- Grievance. Arbitration and Mediation

The Grievance/Arbitration procedure shall consist of the following steps:

Complaint Step - An employee who believes that he or she has been unjustly treated or that any provision of this Agreement has not been properly applied or interpreted may present his/her complaint in person or through the Union to his/her Supervisor within five (5) calendar days after the employee knew or should have reasonably known of the subject of the complaint. The Supervisor will respond to the employee/steward within five (5) calendar days.

Step 1 - If the employee's complaint is not resolved, it may be reduced to a written grievance by the Union or the Grievant and presented to the employee's immediate Supervisor within five (5) calendar days after the Supervisor's answer of the complaint. The Supervisor shall meet with the Steward and Grievant within five (5) calendar days of receipt of the written grievance. The Supervisor shall provide the Steward or the Grievant a written response to the grievance within five (5) calendar days of such meeting. Grievances resolved at Step 1 shall not be precedent setting.

Step 2 - Any unresolved grievance may be appealed by the Steward or the Grievant within ten (10) calendar days to the Division Manager or his/her designee for further discussions. The Division Manager or his/her designee shall meet with the Union Steward and/or Grievant within seven (7) calendar days and render a decision in writing within ten (10) calendar days of said meeting.

Step 3 - Any unsettled grievances may be appealed within ten (10) calendar days to the Executive Director or his/her designee for further discussions. The Executive Director or his/her designee shall meet with the Union President or his/her designee and/or Grievant within fourteen (14) calendar days and render a decision in writing within ten (10) calendar days.

Step 4 - If either party is not satisfied with the resolution at Step 3, the District, the Union or the Grievant may submit the grievance to arbitration by written demand for arbitration to the other party within not more than fifteen (15) calendar days from the date of the decision by the Executive Director.

The written demand must give the reasons for the appeal and specify the issue(s) to be submitted to arbitration. If no timely demand is provided, any issue(s) are deemed resolved based on the Executive Director's response to the grievance and shall not be subject to further appeal in any way.

If the grievance is submitted to arbitration, the parties shall select an arbitrator within ten (10) calendar days after the filing of the demand for arbitration under the procedures of the American Arbitration Association. The party demanding arbitration must make a written request to the American Arbitration Association no later than seven (7) calendar days after the date of the original demand for arbitration.

The arbitrator shall be guided by this Agreement in reaching his/her decision, and shall not be empowered to add to, subtract from, or modify the Agreement in any manner in reaching his/her decision. The arbitrator shall have the jurisdiction and ability only to interpret, apply or determine compliance with the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon both parties and upon all affected employees.

The grievance and arbitration provision of this Agreement are the sole method available to the parties for the settling of any complaints, disputes, differences or controversies arising between them or between any employee and Employer, it is agreed that employees covered by this Agreement shall be bound by any decision, determination, agreement or settlement which may be effectuated pursuant to the invocation of the grievance procedure or arbitration as provided by law.

The fees and expenses of the arbitrator shall be shared equally by the parties in all cases. Each party shall fully bear its own costs regarding witnesses and representation. In the event the parties agree to schedule more than one case on a given day or on multiple days, then the fees and expenses of the arbitrator shall also be shared equally by the parties. The parties agree that where multiple cases are to be heard by one arbitrator, the parties agree to identify those cases thirty (30) calendar days in advance of any arbitration hearing.

Article 10- Contracting Out of Work

The Union has informed the District of its concern that the District may desire to contract out work during the term of this Agreement that is now being performed by District employees under this Agreement. Therefore, it is understood that if the District lays-off personnel because of contracting out of work, the District will meet promptly upon request of the President of the Union to discuss any impact on the bargaining unit arising as a result of this action.

Article 11- Military Leave

The re-employment and seniority status of any employee hereunder, who while in the active service of the District entered the Armed Services or during wartime entered the Merchant Marine of the United States shall be governed by the provisions of the Uniformed Services Employment and Reemployment Rights Act, as amended, or other applicable law.

When military training leave of up to a maximum of fourteen (14) calendar days is granted, the District will pay the difference between regular wages and military pay. Time spent on such leave shall not affect the employee's benefit accruals or seniority.

Article 12- Termination of Employment

Employees should give the District two (2) weeks notice of resignation in writing. The District shall reserve the right to pay (2) weeks in lieu of such notice.

Employees laid off through no fault of their own shall be granted two (2) weeks' notice in writing. The District may provide two (2) weeks pay in-lieu-of such notice. If applicable, the District shall comply with the Worker Adjustment Retraining & Notification Act.

This requirement of notice shall not apply to a layoff caused by an Act of God, or by a strike of the employees of the District.

Article 13- Work Clothing, Tools and Safety Shoes

Some bargaining unit employees may be required to wear provided uniform. Such clothing shall be provided by the employer. Laundry service provided by employer for Apprentice Technicians, Technicians, and Master Technicians, Quality Assurance Master Technicians, Parts, Procurement & MIS Administrative Specialist, Facility Techs 1 & 2, and Electronics Technician.

The District's tool and Safety Equipment reimbursement will be \$500 annually (2-semi-annual payments of \$250). The District recognizes that the amount of reimbursement is only a supplement for the total cost of tools working in this trade. The following job classifications are eligible for this re-imbusement: (Apprentice Technicians, Technicians, Parts Technicians, Quality Assurance Master Technicians, Master Technicians, Facilities Maintenance Technicians 1 & 2 and Electronics Technicians.

Parts Specialist, Parts, Procurement & MIS Administrative Specialist will be allowed a reimbursement for Safety Work Shoes limited to \$150 per year.

The District will reimburse employees in the above mentioned categories for tools, safety shoes, and safety related equipment that is used in conjunction with performing work for the District. The cost of tools purchase in excess of the reimbursed amount may be carried forward and re-applied to a future reimbursement.

The Union and the District will work collectively to establish a minimum tool list for each job category. Employees are not eligible for Tool Reimbursement during their initial probationary period. Employees that resign or are terminated within the first year of employment will need to repay the amount paid within the previous 12 months. Advance payments for tools and/or safety equipment will require approval and a separate agreement with a repayment schedule.

Article 14- Discipline and Discharge

It is understood that The District has the right to discipline or discharge an employee for incompetence, disobedience, dishonesty, disorderly conduct, negligence, absenteeism, violation of pertinent regulations imposed on the District by the United States Government in reference to employees under this Agreement, violation of District policies, or any just and sufficient cause as determined in the District's sole good faith discretion.

During any probationary period, an employee may be discharged or disciplined at the District's option without recourse to the grievance procedure.

Article 15- Safety and Health

The District recognizes its responsibilities to provide a safe and healthful working environment for employees. The Union also recognizes its responsibilities to cooperate with the District in maintaining an ongoing and safe and healthful working environment. The parties agree to use their best efforts jointly to achieve these objectives. It is understood that all employees shall comply with safety rules of the District consistent with Federal or State Laws.

In accordance with the Drug Free Workplace Act of 1988, the District and the Union agree to provide a workplace that is free from the illegal use, possession/distribution of drugs or other controlled substances and that is free from the influence of alcohol abuse. Therefore, the District and the Transport Workers Union of America and its Local 525, have negotiated and agreed to implement the Drug and Alcohol Program established by the District which has been designed to establish a system for early identification of an employee with a dependency problem and for referral of that individual for appropriate treatment. This program provides for pre-employment, reasonable suspicion, post accident

drug testing as well as supervisory referral, Union referral or self-referral to the Employee Assistance Program (EAP).

Safety-sensitive employees (Drivers, Driver Trainees, Apprentice Technicians, Technicians, Electronics Technicians, and Master Technicians) are bound by the District's zero-tolerance Substance Abuse Policy pursuant to the Federal Transit Administration's Drug & Alcohol Program and in accordance with US DOT 49 CFR Parts 655 and 40.

Article 16- Wages

Section A

Wage Increase	Amount
October 1, 2015	4%
October 1, 2016	Opener
October 1, 2017	Opener

Section B

The District shall be allowed to withhold from an employee's paycheck any administrative costs allowable by law for the processing of garnishments. For the purpose of this section garnishments shall include, but not be limited to, child support payments, court-ordered garnishments, and Department of Education garnishments. Administrative costs shall not be deducted for any union dues pursuant to Section 6 of this agreement.

Article 17- Overtime Compensation

Overtime hours to be defined as hours worked in excess of 40 hours in one work week . All overtime hours will be compensated at 1.5 (time and one-half) the normal hourly rate.

Article 18- Cross-utilization

The District shall have the sole right to cross-utilize employees covered by this Agreement. In cross utilizing its employees, the District will only assign employees to work within the employee's ability as judged by the District. Nothing in this Agreement shall be construed to prevent the District from assigning any employee to any work area. Nothing in this Agreement shall be construed to prevent any employee from performing work normally assigned to other classifications.

Article 19- Shift Assignments and Differential

Regular Full-time Runs. All regular full-time runs will be posted at least two (2) times each calendar year during the term of this Agreement. The number of required run postings can be reduced by the mutual agreement of the Employer and the Union. All runs shall be posted at least seven (7) days before signing begins. The highest seniority by division shall prevail in the bidding process. Posting shall be at a conspicuous place so that all eligible employees will receive notice of any posting.

Given the schedules for service, the District agrees to attempt to create the maximum number of runs with consecutive days off and the maximum number of straight runs. The District will consult with the Union on runs and agrees to consider improvements to runs suggested by the Union.

At the choice of the operator, they may leave bid choices with the Shop Steward, email or Supervisor to exercise in their absence. These requests for such choices must be in writing. Each posting of runs shall include the days and approximate time of departure, pull in time, types of runs and the number of days each week; provided that when the runs are posted the Employer has the obligation to show that a run or a part thereof will be altered on a certain date, showing the alteration, if such an alteration is planned by the Employer. Each posting of runs shall show the anticipated schedule to be operated on any holidays during that posting. If an employee is inactive or has been off work thirty (30) days or more prior to a sign-up, that operator must have a "Return to Work" medical release from a doctor with no restrictions in order to bid on a run. Any employee who has provided such a medical release in order to bid on a run, and does not work that run during the sign-up period, may not bid on another run until they have returned to work.

Once a bid is submitted, it cannot be withdrawn, unless the run so posted has been changed by more than sixty (60) minutes per day. If any run is changed more than sixty (60) minutes per day after it has been posted or signed on, then all runs on that route will be reposted. For purposes of this paragraph, a change is understood to mean a change in the regular line service platform time or a change in the route assigned to a particular run. The Employer will advise any affected operator, in advance, of any change in his/her run.

Seniority shall not govern assignment of equipment. At the discretion of the District, any new runs and/or vacancies shall be covered until the next sign-up by assigning them to the extra board, allowing junior employees to bid on openings or conducting a new sign-up; however any open full time runs that need to be filled will be filled by the part-time operators with the highest seniority and only if they choose to fill the run.

Extra Board

Work performed by the Extra Board shall include: absence of any duration, for any cause of an operator with a regular, assigned run; emergency assignments to new work and/or vacancies until they are filled. Any other runs or pieces of work not otherwise assigned. Such work will be offered contingent upon the least assignment of overtime, first to the Extra Board employees who are available and scheduled to work on that day, next to Extra Board operators scheduled off on that day, and next will be offered to operators who can perform the work without interference with their regular runs. The Employer to the extent possible will schedule two days off per week for each Extra Board Operator. It is specifically agreed that two scheduled days off are a privilege granted when possible, not a right guaranteed under this agreement and that refusal to perform work assigned on a scheduled day off may be considered grounds for disciplinary action. The procedure for rotation and assignment of the Extra Board shall be determined by the District.

Availability for Work

When an employee is unable to report for work at his/her assigned time for any reason, he/she shall notify his/her dispatcher or supervisor as appropriate, as soon as possible, and at least sixty minutes prior to report time. Any absenteeism/tardiness issued not specifically addressed in the CBA will mirror the Citrus Connection Employee Handbook Absentee/Tardiness Guidelines & Policies. Failing to give such notification, he/she shall not be reinstated upon their return to work unless a reasonable explanation is furnished to the Employer. Employees who miss out may be required to work on the day of the miss out if they are needed to maintain service to the public. Operators off because of illness, requested or excused absence will not be considered available to work until they have reported their availability to work by 6pm the day prior to their return. Part time operators shall be used as needed to provide service to the public. At the discretion of the District, they shall be used to staff the extra board or work assigned runs.

Shift Differential

In the event that a bargaining unit employee is asked to work on a job code other than that of their normal job code, they will be paid at their base hourly rate of the new code or a 5% differential per hour, whichever is greater.

Modes Selection

The first Monday in June of each year all bus operators will be given a Mode Intent Form. Operators will choose the mode of service they intend to bid for the next two (2) bid picks. Operators must select either Para-transit or Fixed Route exclusively. Extra Board assignments may be required to fill both modes.

Maintenance Lead Pay

Maintenance may designate a person to work as a Lead to prioritize work and provide direction to other maintenance employees. Maintenance Leads will have the ability to delegate work assignments but will not have the ability to make employment decisions. Maintenance Leads cannot issue discipline but will be obligated to report events and concerns to supervisors or managers.

Article 20- Health Benefits

The District will make available Group Insurance Plans to all full-time employees covered by this agreement. The District will provide basic medical coverage at no cost to the employee. Basic medical coverage for additional family members may be elected and shall be paid by the employee. The district reserves the right to determine the level of benefits included in the basic medical coverage. The District further reserves the right to offer additional medical benefits to the employees at a premium in an amount to be determined by the District. The insurance plan will include medical, dental, vision. The group insurance plans are offered to all full-time employees the first of the month following the employees full-time hire date or transition from part-time to full-time status date. All provisions and requirements of the plans are contained in the Summary Plan Descriptions provided to eligible employees. An annual enrollment is conducted prior to the start of each plan year during which employees may change their elections subject to the provisions of the plan.

The District shall provide a \$100 monthly allowance to all full-time employees to be used for the purpose of subsidizing dependent coverage or for the election of supplemental coverage (AFLAC) made available by the District. Any unused monthly allowance amounts shall be forfeited by the employee. All elections and changes to elections pursuant to this section must be made in accordance with the District's Open Enrollment Policy.

Article 21- Vacation & Sick leave

Vacation Leave

It is the policy of the District to afford the opportunity for all regular full-time and eligible part-time employees to take vacation leave with pay in accordance with established guidelines.

New regular full-time employees eligible for vacation leave shall accrue vacation hours during the probationary period but are not eligible to use any paid vacation until completion of the ninety (90) day probationary period (does not apply to new hires during the Bus Operator training phase; the probationary period begins upon successful completion of the training program).

Supervisors are responsible for ensuring adequate staffing levels at all times to ensure adequate coverage within the department and must follow any departmental work rules as it relates to the approval of employees' requests for time off.

- Employees must submit vacation benefit requests in advance to their supervisor, on an annual basis for the next calendar year on the first Monday in July. Vacation request throughout the year may be accepted if operational requirements are not impacted. Failure to submit a vacation request in advance may result in the vacation being denied (**employees are advised to follow any departmental procedures as they apply to the request for time off**).
- Supervisors shall schedule vacations according to the operational needs of the department, and attempt to resolve any scheduling conflicts with the employees involved.
- Management reserves the right to designate when some or all vacation leave may be taken.
- While using vacation leave, employees continue to receive the same District benefits as when actively working.

- Vacation Leave shall be reported in **whole hour** increments only.

Earned Leave

Vacation Leave may not be taken before it is earned. Vacation hours are accrued based upon the employee's full-time hire date, and will be paid according to the employee's normal work schedule.

VACATION LEAVE ACCRUALS		
*LENGTH OF SERVICE	*MONTHLY ACCRUAL RATES	"MAXIMUM ANNUALIZED RATES
0-4 YEARS	8 HOURS	96 HOURS (12 DAYS)
5-15 YEARS	10 HOURS	120 HOURS (15 DAYS)
16 + YEARS	13.33 HOURS	160 HOURS (20 DAYS)

- It is the employee's responsibility to make sure the appropriate departmental procedures are followed so the employee will receive compensation for any leave taken.
- Vacation Leave must be used within the calendar year following the year the leave is earned except for that portion of leave that is subject to carry-over. The calendar year maximum of unused vacation leave that may be carried-over is twenty (20) days or one hundred sixty (160) hours. Employees are required to use any excess accrued time over the calendar year maximum by **September 30** of each year.
- Employees will be able to buy back five days of vacation time annually if they choose. The amount will be equal to one normally scheduled work week. Employees will need to complete a form by the first payroll in August for processing. The reimbursement will be paid out by the end of the fiscal year.

Sick Leave

- All regular full-time employees shall earn eight (8) hours of sick leave per month. There will be no maximum carryover of accrued sick leave; however, the maximum amount of accrued sick time may not exceed ninety-six (96) hours in any calendar year.
- Newly hired full-time employees are eligible for sick leave after completing three full months of employment to allow for accumulation of sick leave.
- Sick leave may not be taken before it is earned.
- Sick leave shall be reported in **whole hour** increments only.
- Sick leave may only be used for the illness of the employee, an illness in the employee's immediate family [spouse, parent or child (natural, adopted, legal guardianship or through domestic partnerships)] and necessary medical appointments. **When appropriate, employees are strongly encouraged to schedule appointments during non-working hours or as early or late in the day as possible.**
- Sick leave requiring treatment for an ongoing serious health condition may require a medical certification pursuant to the District's Family & Medical Leave Policy; if the employee is out sick for three (3) or more consecutive days, the employee must make contact with a member of the HR/Risk Department to discuss FMLA options, if warranted.

- If an employee has called out sick for three (3) or more consecutive shifts, the employee is required to bring in a physician's note supporting the absence prior to returning to work unless covered under the District's FMLA Policy or ADA if accommodations are requested.
- The Health and safety of all Citrus Connection Employees is our priority. If a doctor's release / note is not provided, employees may be subject to the Attendance and Tardiness Policy Guidelines until appropriate documentation of the event is provided. The District reserves the right to deny the return to duty if a medical release or documentation of fitness for duty has not been obtained pursuant to an appropriate authorized medical professional standard under the FMLA regardless if it is an FMLA event. If the employee is unable to present the physician's excuse to HR/Risk as soon as it is received from the physician, the employee must still make contact with a member of the HR/Risk staff and present the excuse note to HR/Risk before he/she can be cleared to return to work (In the event the HR/Risk Department is closed, the employee must make contact with the supervisor on duty before he/she can be cleared to return to work. The supervisor on duty must electronically notify HR/Risk of the employee's return to work status immediately).

Sick Leave upon Separation

When an employee leaves the employment of the District, the employee shall receive compensation for a percentage of the sick leave that has been accrued depending on length of service. Payout is based on the following schedule:

SICK LEAVE PAYOUT	
Length of Service	Percentage to be paid out
5 - 10 Years	30% of all sick leave accrued
11 - 19 Years	40% of all sick leave accrued
20 + Years	50% of all sick leave accrued

The maximum payout shall not exceed \$8,000.00

Part-time Employees

- Part-time employees shall be granted thirty-two (32) hours of paid leave annually, on their anniversary date. The time must be used in whole-hour increments and the leave is only paid when a written request is submitted to the appropriate supervisor and the supervisor approves of the leave time being taken.

Extended Leaves of Absence

Pursuant to the District's Leave Policies (FMLA & Military Leaves), employees who are on an extended leave of absence from work for thirty (30) consecutive calendar days or more will not earn vacation nor sick leave hours during any such extended leave.

Article 22- Holidays

Currently the District recognizes the following paid holidays for full time employees:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The holidays listed below are non-paid holidays. For employees to be compensated for those days they may supplement those hours by using Sick Leave or Vacation for all hours normally scheduled.

Martin Luther King Day	Columbus Day
President's Day	Veteran's Day

However, given the nature of the District's mission, selection of holidays is a management prerogative. In the event additional funding is available to allow the District to provide service on any or all of the holidays, that is to classify the holiday as a service day, the District will notify the Union of the change of the holiday status within 10 business days of LAMTD Board of Directors budget adoption to discuss the impact of the bargaining unit of such action

Article 23- Layoff/Recall

- a. A reduction in force is the termination of employees for reasons beyond their control, such as a lack of work because of reorganization, elimination or consolidation of jobs or job functions, partial or complete contract termination, or reduced level contract effort.
- b. The District will first attempt to meet the full or partial requirements of a reduction in force by: Attrition, Including Voluntary resignations and retirement.
- c. If the above methods fail to meet the required reduction, employees will be laid off by division in such a manner as to sustain the skills and special access requirements to fulfill contractual requirements. Should the District find it necessary to bypass junior employee(s) to satisfy these requirements; the District will meet with the Union in advance of such action to substantiate the reason(s) for the bypass.

- d. Employees will be laid off according to their primary classification being reduced. Recall of employees from layoff shall be to their primary classification in reverse order. The Company shall send a notice of "Recall" by certified mail to the last address on file. If the employee fails to contact the Company within 15 days after the receipt of that letter, he/she will lose all recall and seniority rights. Recall rights shall terminate if an employee is not recalled within a period of twelve (12) months.

Article 24- Retirement

A retiree is defined as any employee who separates from employment from the District with at least ten (10) years of full-time creditable service; or any employee who is at least sixty-five (65) years of age with five (5) years of full-time creditable service immediately preceding the retirement separation date with the District.

- Retirees, age 65 years of age or older, are encouraged to enroll in Medicare Parts A & B as required. However, as a retiree, employees are eligible to continue, as a supplemental, their health, dental, vision, and/or voluntary life insurance coverages from the District group carriers at their own expense and at the same rate as the group premiums the District pays on behalf of employees (voluntary life group premium rates are not subsidized by the District, but the employee may continue the benefit by paying the group premium rate - a reduced rate - charged by the carrier). Human Resources must be notified, in writing via the Retiree Continuation of Benefits Form, within thirty (30) days of separation if the retiring employee intends to continue all or some of the District's coverages herein.

Retirees who waive any rights to continue the health, dental, vision and/or voluntary life insurance plans, or drop off any or all plans at a later date will not be eligible to re-enroll in any of the District group insurance plans.

- Retirees may not enroll in any new coverage elections for which they were not enrolled in prior to separation.
- Retirees may make plan election changes each year during the District's standard Open Enrollment period; the plan year is effective June 1st annually.
- In addition to the benefits outlined above, retirees will receive an additional ten percent (10%) payout of sick leave above and beyond the normal sick leave payout employees receive upon separation from the District.
- Employee will be eligible for the Florida Retirement System effective October 1, 2015

SICK LEAVE PAYOUT UPON RETIREMENT	
Length of Service	Percentage to be paid out
5 - 10 Years	40% of all sick leave accrued
11 - 19 Years	50% of all sick leave accrued
20 + Years	60% of all sick leave accrued

*****The maximum payout shall not exceed \$9,000.00*****

Article 25- Meal periods

Fixed Route and Para Transit operators may be required to take an unpaid break based on operational need.

Article 26- Seniority

New employees, regardless of classification, shall be considered on probation for a period of ninety days (90 days).

Seniority shall commence with the date of placement on the payroll of the District under this Agreement in any classification hereunder.

The District agrees to furnish the union with a seniority list.

An employee who accepts an assignment in a supervisory capacity for the District and who accrued seniority under the Agreement at the time of such assignment shall retain.

When two or more employees are hired on the same day, the higher seniority dates shall be awarded to the employee(s) whose last 4 digits of his/her social security numbers are the highest. Example: An employee whose social security number ends with (0999) would have seniority over an employee with the last 4 digits of (0998).

When the District provides training or instruction on new equipment, employees normally performing work on that particular type of equipment and receiving the new equipment shall be offered the training in order of their seniority if operations needs are not affected. Senior employees bypassed for training shall have the opportunity to discuss the matter with HR to seek resolution. If the matter is not resolved the employee may grieve HR's determination according to Article 9. Any training that would result in a certification required by the contract shall be offered in seniority order in the appropriate classification.

Article 27- Miscellaneous Pay Provisions

In the event of death in the immediate family of an employee, he/she will be granted up to (3) three consecutive days within 7 calendar days of the initial bereavement leave with pay, not including such employee's days off, providing the employee substantiates the need for the emergency leave. For the purpose of this paragraph, the immediate family is defined as an employee's spouse, parent, child, brother, sister, grandparent, grandchild, same sex domestic partners and children of such partners or any of the identified individuals in a step or in-law relationship. Special requests such as delayed arrangements must be approved by the immediate supervisor.

Employees who serve on Jury Duty shall receive their normal scheduled hours from the District for time spent on Jury Duty. Employees are required to relinquish any fees paid by the Courts to the District in order to be compensated for time spent on Jury Duty.

Employees who volunteer or are required to maintain a COL shall be reimbursed up to \$35 for license renewal.

Going the Extra Mile (GEM) Award

Any District employee may nominate another employee for the District's GEM award. Employees can nominate a co-worker by filling out a GEM nomination form and then on a monthly basis the Executive Director will select two (2) employees to receive the award.

1. Employees fill out a GEM nomination form.
2. Executive Director reviews the nomination forms and selects two (2) employees.
3. GEM recipients will be recognized at a LAMTD Board of Directors Meeting, receive VIP parking for the month, and receive a \$25 gift card.

Article 28- Promotions and Job Vacancies

Before any new employee is hired in a job classification under this Agreement, employees covered by this Agreement shall be given an opportunity to qualify for such job classification in accordance with their qualifications and their seniority.

Any employee in a classification covered by this Agreement may request to be considered for reclassification or relocation opportunities under this provision by responding to posted job vacancies with the Human Resources Department. The vacancy will be awarded to the qualified senior employee, if any, who has the skill and ability necessary to do the job and who requests consideration through the job posting procedure. Nothing in this paragraph shall preclude an employee from bidding on more than one position stating his/her order of preference.

All jobs shall be posted internally for a period of 14 calendar days. After such date, jobs shall be posted publicly in the event an internal candidate not chosen. This article does not apply to supervisory positions which are left solely to the discretion of the District.

Article 29-Saving Clause

If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be determined to be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If, at any time thereafter, such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect.

If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of the Agreement, or the application of such provision to other persons or circumstances shall not be affected thereby.

Article 30- Duration

Three (3) years.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed.

TRANSPORT WORKERS UNION LOCAL 525

By: _____
Kevin Smith, President

Witnesses

Date: _____

LAKELAND AREA MASS TRANSIT DISTRICT

By: _____
Bob English, Chairman

Witnesses

Date: _____

LAKELAND AREA MASS TRANSIT DISTRICT
D/B/A CITRUS CONNECTION

By: _____
Tom Phillips, Executive Director

Witnesses

Date : _____

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 19, 2015
AGENDA ITEM #2

Agenda Item: Public Comments

Presenter: TBD

Recommended
Action: None

Summary: None

Attachments: None