

LAKELAND AREA MASS TRANSIT DISTRICT
Board Meeting
Lakeland City Commission Conference Room, Lakeland City Hall

September 20, 2017
Immediately following the Public Hearing Meeting

Action Required

Call to Order

- Roll Call

- | | |
|--|----------|
| 1. Approval of Minutes – September 6, 2017 LAMTD Meeting | Approval |
| 2. Collective Bargaining Agreement / Tom Phillips | Approval |
| 3. Other Business | TBD |

Adjournment

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
SEPTEMBER 20, 2017
AGENDA ITEM #1

Agenda Item: Approval of September 6, 2017, LAMTD Board of Directors Meeting Minutes

Presenter: Marcy Harrison

Recommended

Action: Board of Directors approve the Minutes of the September 6, 2017 LAMTD Board of Directors Meeting.

Attachments: September 6, 2017, LAMTD Board of Directors Meeting Minutes

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room
1212 George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, September 6, 2017

Directors:

Polk County Commissioner George Lindsey III – Chairman
City of Lakeland Commissioner Jim Malless – Vice Chairman
City of Lakeland Commissioner Phillip Walker - Secretary
Polk County Commissioner John Hall
City of Lakeland Commissioner Don Selvage

Executive Director: Tom Phillips
Executive Assistant: Marcy Harrison

Call to Order

By Chairman George Lindsey III

Agenda Item #1 – Selection of the Independent Auditor for the District, in accordance with Florida Statutes Section 218.391

Approval request for the selection of the independent auditor for the District, Mauldin & Jenkins

“Approval of Mauldin & Jenkins, external audit service for the District”

MOTION CARRIED UNANIMOUSLY

Agenda Item #2 – Master Consulting and General Planning Services Agreement; Approval of FTA 5307 grant funding of \$3.2 million

Approval request to use the Polk Transportation Planning Organization Contract 14-363-1 for its Master Consulting and General Planning Services, as well as the use of FTA 5307 funds.

“Approval to use the TPO contract for its master consulting and general planning services”

MOTION CARRIED UNANIMOUSLY

Agenda Item #3 – Other Business

None at this time

Adjournment

Approved this 6th day of September, 2017.

Chairman – Commissioner George Lindsey

Minutes Recorder – Marcy Harrison

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD MEETING
SEPTEMBER 20, 2017
AGENDA ITEM #1

Agenda Item: **TWU Collective Bargaining Agreement**

Presenter: Tom Phillips, Executive Director

Recommended
Action: Approval of the CBA

Summary: See attached document

Collective Bargaining Agreement

between

Lakeland Area Mass Transit District

and

Transport Workers Union of America AFL-CIO Local 525

October 3, 2017 thru October 2, 2020

Table of Contents

Article 1-	Preamble
Article 2-	Recognition and Scope
Article 3-	Bulletin Boards
Article 4-	Equal Treatment
Article 5-	Managements Rights
Article 6-	Check-off
Article 7-	No Strike-No Lockout
Article 8-	District Rules and Policies
Article 9-	Grievance, Arbitration and Mediation
Article 10-	Contracting out of Work
Article 11-	Military Leave
Article 12-	Termination of Employment
Article 13-	Work Clothing and Tools
Article 14-	Discipline and Discharge
Article 15-	Safety and Health
Article 16-	Wages
Article 17-	Overtime Compensation
Article 18-	Cross Utilization
Article 19-	Shift Assignments and Differential
Article 20-	Health Benefits
Article 21-	Vacations and Sick
Article 22-	Holiday's
Article 23-	Layoff and Recall
Article 24-	Retirement
Article 25-	Meal Periods
Article 26-	Seniority
Article 27-	Miscellaneous Pay Provisions
Article 28-	Promotions and Job Vacancies
Article 29-	Savings Clause
Article 30-	Duration

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.

The District agrees to match the Union for paid time off for the section chairman or vice chairman to conduct Union business. The match is limited up to 2 hours weekly and one 20 hour week every three years or as needed and agreed upon by both the Union and District Executive Director.

Article 3- Bulletin Boards and Agreement

The District shall provide Bulletin Boards for the use of the Union in two locations at the Lakeland property and one at each other reporting location. 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 to the appropriate Human Resources official of the District with a copy to the Local Union, to be effective after the Union confirms such receipt of notice.

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. For employees covered under the Collective Bargaining Agreement, all personnel policies and work rules shall be uniformly applied and uniformly enforced.

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 District's Human Resources Director. The Human Resources Director or designee shall meet with the Steward and Grievant within five (5) calendar days of receipt of the written grievance. The Human Resources Director 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 (USERRA), as amended, or other applicable law. Both the District and Union agree to observe and comply with the Federally mandated requirements of the USERRA.

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.

Operators will be provided with five (5) polo shirts annually and will be required to wear and maintain the company issued polo shirts. Upon hire operators will receive, at no cost, one (1) jacket and one (1) hat. Operators will provide their own black pants, black shorts, black skirts, and black skorts. Operators shorts must measure no more than two inches above the knee or two inches below the knee. Operators skirts and skorts must measure no shorter than two inches above the knee. The District will allow operators direct purchase from approved vendors, additional jackets, hats or polo shirts at their own cost. At time of separation all items issued, unless previously discarded, as part of a uniform must be returned.

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, Technicians & 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.

The District's Safety Committee shall designate three (3) seats; one (1) fixed seat TWU chairman and two (2) for TWU members including fleet mechanics. The District will allow the designated employees time off to attend Safety Committee meetings. Time to attend meetings will be paid by the District. The TWU will select from covered membership and will select members from different modes to attend Safety Committee meetings. Selection will be annually and individuals may not serve for more than one year consecutively, except for TWU section chairman fixed seat.

The District will provide one (1) light duty work for up after 90 days for an injured worker's compensation driver from each mode. There may not be more than one (1) driver from a mode on light duty at the same time. After 90 days of light duty the District will re-evaluate the light duty status and may grant an additional 30 days of light duty. Under no circumstances will light duty exceed 120 days. The District reserves the right to assign or deny worker's compensation light duty based on physical restrictions and availability of light duty work. The District and the Union agree to comply with accommodation requests related to the Americans with Disabilities Act (ADA).

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

The annual hourly wage scale outlined below is effective the first payroll of each October following the employee hire anniversary during the term of this contract.

Section A -

Wage/Increase	Amount
Step Increases for Operators	See below
Fleet Maintenance Technicians	Starting at \$17.00
Other Bargaining Members	2.25% annually

Years of Service	Hourly Wage
New Hire	\$13.50
Less than 1 year	\$14.04
Year One	\$14.29
Year Two	\$14.54

Year Three	\$14.79
Year Four	\$15.23
Year Five	\$15.69
Year Six	\$16.16
Year Seven	\$16.32
Year Eight	\$16.49
Year Nine	\$16.65
Year Ten	\$16.82
Year Eleven	\$16.99
Year Twelve	\$17.16
Year Thirteen	\$17.33
Year Fourteen	\$17.50
Year Fifteen	\$17.68
Year Sixteen	\$17.85
Year Seventeen	\$18.03
Year Eighteen	\$18.21
Year Nineteen	\$18.39
Year Twenty	\$18.58
Year Twenty One	\$18.76
Year Twenty Two	\$18.95
Year Twenty Three	\$19.14
Year Twenty Four	\$19.33
Year Twenty Five	\$19.52

Operators

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

The District will provide the runs to the Union for posting and assignment based upon seniority at least 14

days prior to posting by the Union. Regular Full-time Runs. With the exception of the first year of this Agreement, all regular full-time runs will be posted annually each fiscal year during the term of this Agreement. The number of required runs will be decided by the District. All runs shall be posted by the Union 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. Runs will begin the first full week in October.

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.

The operator will leave bid choices with the TWU section chairman or Union steward, by hand delivery or email. These requests for such choices must be in writing. Posting of Fixed Route runs only 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) consecutive 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 a Fixed Route 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. The unique operational nature of ParaTransit services excluded ParaTransit from this requirement.

Seniority shall not govern assignment of equipment.

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. 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 operator 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.

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 unplanned/unscheduled time off will not be considered available to work until they have reported their availability to work by 6 pm the day prior to their next scheduled work day.

Operators who become available to work after calling out sick and call in one (1) hour prior to their shift will be assigned to Extra Board that day.

Operators who make themselves available and call off again before returning to work, shall be subject to the company attendance policy.

Employees out for illness on day three (3) or more must provide a return to work to Human Resources from a health care professional before being allowed to return to work.

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.

Any absenteeism/tardiness issue not specifically addressed in the CBA will mirror the Citrus Connection Employee Handbook Absentee/Tardiness Guidelines & Policies.

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.

Outside Work

The District considers the job performed at the District as the Employee's primary job. However, employees may hold another job or perform work outside of their assigned scheduled job. However, the District will comply with Federal Regulations regarding Driver's hours worked and therefore, Employee's who are required to maintain a DOT license as a condition of employment must advise their Supervisor of any outside work (temporary or permanent) or volunteer activities and the District must approve in writing prior to the Employee beginning such outside work. Once approved by the District, the Employee must submit their outside work schedule for approval to the Supervisor prior to beginning the outside work shift/schedule. Employees failing to follow this paragraph in whole or in part will be subject to the District corrective action up to and including discharge.

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 includes medical, dental, vision.

The District will provide to full time covered members on October 1st, EZ SHIELD identity theft protection at no cost through AFLAC. Eligible employees hired after October 1st will be able to join the following October 1st.

The District will annually reimburse employees \$658 when they have health insurance coverage outside of the District. Employees must meet District policy requirements to receive the reimbursement.

All elections and changes to benefits 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.

1. 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).
2. 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.
3. The vacation year shall be October through September of each year. Employees must submit vacation benefit requests in advance to their supervisor, on an annual basis for the next vacation year by the posted deadline. All pre-approved vacation requests are based on the assumption that the employee will have accrued time off by the vacation date. In those instances where an employee does not have the accrual needed for the vacation, it will be cancelled, unless the low vacation accrual is related to the employee having used vacation time due to a personal medical situation. Exceptions for these situations shall be made and reviewed on an individual case by case basis.
4. 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). To be eligible, the vacation request must be made by close of business day on Wednesday the week prior to using the vacation time. Exceptions for these situations shall be made and reviewed on an individual case by case basis.
5. Supervisors shall schedule vacations according to the operational needs of the department, and attempt to resolve any scheduling conflicts with the employees involved.

6. Management reserves the right to designate when some or all vacation leave may be taken.
7. While using vacation leave, employees continue to receive the same District benefits as when actively working.
8. Vacation Leave shall be reported in whole hour increments only.
9. Vacation Leave may not be taken before it is earned.
10. 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.
11. Vacation may be cancelled in the event an Emergency Operations Center (EOC) is formed and a potential disaster is possible. Those on vacation may be subject to report to work if local. Once the EOC is dissolved the District will endeavor to grant vacation requests on behalf of those impacted during the EOC call up.

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

1. 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.
2. Newly hired full-time employees are eligible for sick leave after completing three full months of employment to allow for accumulation of sick leave.
3. Sick leave may not be taken before it is earned.
4. Sick leave shall be reported in whole hour increments only.

5. 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.
6. 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.
7. 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 is requested.
8. 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. The District may consider and grant an unpaid Leave of Absence (LOA) under some circumstances and in consideration of business needs.

Article 22- Holidays

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

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

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

Employees who are scheduled off will be paid 8 hours of holiday pay. Should an employee who normally works a 10 hour shift have a holiday occur during their schedule that employee may supplement the hours with vacation time.

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. Employees who are scheduled on holidays will be required to work their shift and will receive eight (8) hours of holiday pay plus time worked on the holiday.

Article 23- Layoff/Recall

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.

The District will first attempt to meet the full or partial requirements of a reduction in force by: Attrition, Including Voluntary resignations and retirement.

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.

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.

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 Union shall manage the seniority list for all covered employees for shift bidding purposes. The District agrees to furnish the union with a seniority list upon ratification of this Collective Bargaining Agreement.

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 return to their former seniority should they cease being a Supervisor within 60 days.

Human Resources shall provide to the Union, in writing, seniority information on new employees covered by the Collective Bargaining Agreement. 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.

Employee who serve on Jury Duty shall receive their normal scheduled hours from the District for time

spent on Jury Duty.

Medical Certifications are required by the District and the District will pay for the medical exam for the employee. Time spent traveling and meeting with the doctor the district will annually pay up to 3 hours for the employee to complete the medical exam during unscheduled time. The Medical Certification is required by the District and is the sole responsibility of the employee to keep current.

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

Employees who volunteer during an EOC shall be subject to special pay provisions during the emergency. EOC emergency call-ins will be compensated in increments of eight (8) hours.

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 concurrently, internally with external posting. Internal and external candidates who apply will participate in the selection process together. 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 and/or
Wes Warren, TWU Section Chairman

Witnesses

LAKELAND AREA MASS TRANSIT DISTRICT

By:

George Lindsey, LAMTD Chairman

Witness

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

By:

Tom Phillips, Executive Director

Witness

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
SEPTEMBER 20, 2017
AGENDA ITEM #3

Agenda Item: Other Business

Presenter: TBD

Recommended
Action: TBD