

Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:
Lincoln Cushing, lcushing@library.berkeley.edu

IDnum 128 **Language** English **Country** United States **State** FL

Union ATU (Amalgamated Transit Union) AFL-CIO

Local Local 1591

Occupations Represented
Busdrivers

Bargaining Agency Broward County Board of County Commissioners

Agency industrial classification (NAICS):

BeginYear 2000 **EndYear** 2003

Source <http://www.broward.org/hui02817.pdf>

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

INDEX

<u>ARTICLE NO.</u>	<u>SUBJECT</u>	<u>PAGE(S)</u>
	Preamble	
1	Recognition -----	1,1a
2	Management Rights -----	2,2a
3	Employee Rights -----	3,3a
4	Grievance Procedure and Arbitration -----	4,4a,4b,4c,4d
5	Disciplinary Action -----	5,5a,5b
6	Work Week-----	6,6a,6b,6c,6d,6e,6f,6g, 6h
7	Probationary Status -----	7
8	(Reserved)-----	8
9	Educational Benefits -----	9
10	Seniority - Layoff and Recall-----	10,10a,10b,10c,10d
11	Promotion Policy -----	11,11a,11b
12	Medical Examination -----	12,12a,12b,12c,12d
13	Personal Vehicle Compensation -----	13
14	Parking for Employees -----	14
15	Insurance Benefits -----	15,15a
16	Communications -----	16
17	Safety -----	17
18	Civil Leave -----	18
19	Bereavement Leave -----	19
20	Annual Leave -----	20,20a,20b
21	Sick Leave -----	21,21a,21b,21c,21d
22	Holidays -----	22,22a,22b
23	Family Illness Leave -----	23

24	Union Representatives -----	24,24a,24b
25	Check-Off -----	25,25a
26	No Strikes or Lockouts -----	26
27	Savings/Prevailing Rights Clause -----	27
28	Wages and Compensation -----	28,28a,28b,28c,28d
29	Leave of Absence-----	29,29a
30	Letters of Understanding-----	30a,30b,30c,30d,30e 30f,30g,30i
31	Term of Agreement -----	31
	Appendix A - Grievance Form	
	Appendix B1 - Pay Plan	
	Appendix B2 - Pay Plan	
	Appendix B3 - Pay Plan	
	Attachment I - Job Classifications in Unit	

PREAMBLE

It is the purpose of this Agreement to promote harmonious relations between the County and its employees and to establish an orderly and peaceful procedure in the settlement of differences which might arise and to provide for joint collective bargaining in the determination of wages, hours, promotions and other conditions of employment of employees covered by this Agreement. It is recognized that it is the responsibility of the County government to provide services affecting the health and welfare of the citizens of the County and that this Agreement between the County and the ATU will serve that end.

ARTICLE 1

RECOGNITION

In accordance with Certification No. 531 which was issued by the Public Employees Relations Commission on March 27, 1981, (Case No. RC-80-057) and as amended by Orders dated July 18, 1985, (Case No. MS-85-014), and May 11, 1998 (Case No. UC-98-012), the County hereby recognizes Amalgamated Transit Union, Local 1591 as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, promotions, and conditions of employment for those employees of the County working within the following bargaining unit certified pursuant to the aforementioned case numbers.

INCLUDED: All full-time and permanent part-time employees of the Broward County Board of County Commissioners in the classifications set forth in Attachment I.

EXCLUDED: All other employees including temporary, "will call" employees, supervisory employees with the level or position of section head, assistant directors and division and department heads, employees presently represented by a certified bargaining representative, managerial and confidential employees as defined by Chapter 447, Part II, Florida Statutes, and professional employees.

Whenever the County seeks to establish a new or modify existing, job classifications and/or pay ranges it shall be done in accordance with the procedures outlined below.

- A. The County shall notify the Union **following** the establishment or modification of a job classification and/or pay range when:

1. The modified job classification and/or pay range exists outside the bargaining unit or the County believes the new job classification is appropriately excluded from the bargaining unit;
 2. If the Union disagrees with the placement of the new or modified job classification, the matter may be referred to the Public Employees Relations Commission (PERC);
 3. If PERC determines the job classification is more appropriately included in the bargaining unit, the County and the Union shall meet to negotiate the pay range;
- B. When the County proposes the creation or modification of a job classification and/or pay range which is included or believed by the County to be appropriately included in the bargaining unit the County shall:
1. Notify the Union, in writing, **prior** to implementation;
 2. The Union will respond within ten (10) calendar days if it wishes to request to negotiate the pay range with negotiations to immediately ensue;
 3. In the event that the County believes it has a legitimate unforeseen business reason to require the immediate implementation of the job classification and/or pay range without notification to the Union, the County may waive the requirement for prior notification, however, the County shall immediately notify the Union as soon as possible thereafter with negotiations to immediately ensue.
 4. If the Union and the County agree with the inclusion of a new classification in the bargaining unit, a joint unit clarification petition will be filed with the Public Employees Relations Commission no later than the next subsequent January 1, (or within ninety (90) days after implementation in the event implementation occurs after October 1).
 5. If the Union disagrees with the inclusion of the classification in the bargaining unit, that classification will not be included in the unit and either party may refer this issue to the Public Employees Relations Commission.

ARTICLE 2

MANAGEMENT RIGHTS

It is understood that the County has the right to operate County Government. In order to accomplish the mission of Broward County Government, management will necessarily accomplish the following, subject to provisions of this Agreement; or any written regulation, written rule, written order or written procedure of the County:

- A. discipline, demote, suspend, or discharge an employee or class of employee for just cause;
- B. hire, promote, retain, and evaluate employees;
- C. layoff employees because of lack of work or other legitimate reasons;
- D. determine what reasonable work activities are performed;
- E. supervise and direct its employees consistent with the mission of Broward County Divisions of County Government;
- F. determine unilaterally the purpose of the Divisions;
- G. exercise control and discretion over the organization and operation of Broward County Divisions of County Government;
- H. exercise those rights, powers, and authorities which the County legitimately exercised prior to this Agreement;
- I. fulfill its legal responsibilities wherever such is not inconsistent with the terms of the Agreement or any written regulation, written rule, written order

or written procedure of the County;

- J. set standards of service to be provided to the public, including the right to subcontract.

The County has the right to formulate, change, or modify reasonable rules, regulations, and procedures related to operations, except that no rule, regulation, or procedure shall be formulated, changed, or modified in a manner contrary to the provisions of this Agreement. It is understood that the written regulations, written rules, written orders or written procedures of the County referred to in the first paragraph of this Article and in sub-paragraph I of this Article, are not to be deemed a part of the Agreement for the purpose of the exercise of managements's rights stated in this Article. Notwithstanding the above, the provisions of Article 27 remain undiminished and supersede any apparent conflicts with this Article.

ARTICLE 3

EMPLOYEE RIGHTS

Section 1: The parties agree not to interfere with the right of any employee to become or not become a member of the ATU.

Section 2: There shall be no discrimination against any employee covered by this Agreement by reason of race, creed, color, national origin, sex, age, disability, sexual orientation, religious belief, political affiliation or belief, ATU membership or activity, or lack of ATU membership or activity.

Section 3: The parties specifically agree that neither they nor any of their official representatives will intimidate or coerce any employee or group of employees to refrain from joining or becoming a member of the ATU, Local 1591.

In the event that the County receives written notice from the ATU that any official representatives of the County are intimidating or coercing any employee or group of employees to refrain from joining or becoming a member of the ATU, Local 1591, the County shall investigate such allegation and, if true, the County shall make every effort to prevent and eliminate all such actions.

Section 4: When a conflict exists between the language of the terms and conditions of the Agreement and the Broward County Civil Service Rules and Regulations, the Agreement shall prevail.

Section 5: The County agrees to abide by Florida Law, relating to polygraph of employees of the bargaining unit.

Section 6: The parties agree that the Office of Equal Opportunity (OEO) shall be available to unit employees who allege in writing that they have been discriminated against by reason of race, creed, color, national origin, sex, age, religious belief, disability or political affiliation or belief. The OEO Office, which may request the assistance of the ATU, shall investigate such allegations and take whatever corrective action if necessary. Nothing contained in this section shall preclude an employee from exercising his/her rights under the contractual grievance procedure.

Section 7: The parties agree that the Division of Human Resources, Employee/Labor Relations section shall be available to unit employees who allege in writing that harassment, coercion, or improper punitive action by the County exists; which, with the assistance of the ATU, shall investigate such allegations and take corrective action if necessary. Nothing contained in this section shall preclude an employee from exercising his/her rights under the contractual grievance procedure.

ARTICLE 4

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1: Any claim by an employee, group of employees, or the Union at the request of a group of employees, that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement, or any written rule, written order, written regulation, or written procedure of the County may be processed as a grievance as is hereinafter provided. Nothing in this Article shall be construed to prevent any employee from presenting, at any time, his/her own grievance in person or by legal counsel, to the County, and having such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, and if the Union has been given reasonable opportunity to be present at any meeting called for the resolution of such a grievance.

Performance evaluations shall not be subject to the grievance procedure with the exception of those annual evaluations in which overall performance rating results in a Quality Point Average (QPA) less than 3.2. If an employee disagrees with any statement in a performance evaluation regardless of the QPA, the employee may submit a written statement of rebuttal setting forth the basis of the disagreement to the Director of HR for inclusion in his/her official personnel file.

The provisions of this Article shall not add to or subtract from the provisions of Article 2 "Management Rights" and/or Article 27 "Prevailing Rights".

Section 2: In the event that an employee believes there is a basis for a grievance,

s/he shall first discuss promptly the alleged grievance with the immediate supervisor either personally or if s/he prefers, accompanied by a Union representative, within ten (10) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.

Section 3: If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may, at the option of the grievant, be invoked through the Union within ten (10) working days of the informal discussion, on the form set forth in Appendix "A", signed by the grievant and a representative of the Union containing all known facts supporting the alleged grievance.

Step 1: Within the time frames set forth in Sections 1, 2, and 3 above, a grievant may submit to his/her Division Director a copy of the grievance on the grievance form contained in Appendix "A". Within ten (10) working days of receipt of the grievance, the Division Director and/or his/her designee shall meet with the grievant and/or his/her Union representative in an effort to resolve the grievance. The Division Director and/or his/her designee shall indicate the disposition of the grievance in writing within ten (10) working days after such meeting and shall furnish a copy thereof to the Union, provided that when the grievant is satisfied with the response, processing of the grievance will automatically terminate.

In those grievances arising from discharge or suspension in excess of one (1) day the formal grievance procedure shall be initiated at Step 2 within ten (10) working days of the date on which the employee could reasonably

have known of the disciplinary action giving rise to the alleged grievance.

Step 2: If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the Department Director and/or his/her designee within ten (10) working days of the disposition or expiration of the time limit. Within ten (10) working days the Department Director or his/her designee shall meet with the grievant and/or his/her Union representative and shall indicate the disposition of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy thereof to the Union, provided that when the grievant is satisfied with the response, processing of the grievance will automatically terminate.

Step 3: If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the County Administrator or his/her designee within ten (10) working days of the disposition or expiration of the time limit. Within ten (10) working days the County Administrator or his/her designee shall schedule a meeting with the grievant and/or his/her Union representative and shall indicate the disposition of the grievance in writing within ten (10) working days after the meeting occurs and shall furnish a copy thereof to the Union.

Step 4: If the grievant is not satisfied with the disposition of the grievance by the County Administrator or his/her designee, or if no disposition has been made within the specified time limit, the grievance may be submitted by the Union with the

consent of the grievant (or by an individual grievant, but only if the grievant is a non-member and the Union declines to process the grievance on that basis alone), to arbitration by filing a Request for Arbitration Panel with the Federal Mediation and Conciliation Service within ten (10) working days of the date of disposition at Step 3, or the expiration of the time limit, with a copy furnished simultaneously to the County. The arbitrator shall be selected from a list provided by the Federal Mediation and Conciliation Service in accordance with its rules, which rules shall likewise govern the arbitration proceedings. The parties agree that the award of the arbitrator shall be final and binding.

Section 4: The parties in an arbitration will pay equally the expenses of the arbitrator. Each party shall be responsible for any additional expense it chooses to incur.

Section 5: The time limits provided in this Article shall be strictly observed, unless extended by written agreement of the parties. Time limits set forth in this Article shall exclude Saturdays, Sundays and designated holidays.

Section 6: Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

Section 7: The arbitrator shall be prohibited from modifying, changing, adding to or subtracting from the terms of this Agreement or any supplementary written approved amendment entered into mutually by the parties.

Section 8: The parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the

contract has been violated nor shall such settlement constitute a precedent for the interpretation or application of the provisions of this Agreement.

Section 9: Nothing in this Article shall require the Union to process grievances for employees who are not members of the Union.

Section 10: The County's Civil Service grievance procedure shall not be available to unit members for processing grievances arising under this Agreement.

Section 11: A grieving employee may not partially accept and partially reject a disposition of his/her grievance. The employee must either accept or reject the disposition of his/her grievance, in its entirety. Thus, for example, if an employee grieves a termination, and is ordered reinstated without back pay at one of the steps of the grievance procedure, s/he may not accept the reinstatement and continue to grieve the loss of back pay. His/Her only choices would be to accept the disposition of his/her grievance, or remain discharged and pursue the grievance further.

Section 12: Probationary employees shall have no right to utilize this grievance/arbitration procedure for any matter concerning discharge or other discipline.

ARTICLE 5

DISCIPLINARY ACTION

Section 1: The parties recognize the County's right to place notices of all disciplinary action into employee's personnel files, and to use such notices as evidence in support of future disciplinary action(s). However, the Division of Human Resources, Employee/Labor Relations section will not cause a formal written reprimand to be placed in an employee's official personnel file, if the Union notifies the Employee/ Labor Relations Manager that a grievance has been filed on that reprimand, until the contractual grievance procedure has concluded for that grievance. County agrees that disciplinary notices or documentation evidencing an oral or written warning/reprimand for which there has been no recurrences of the same nature in sixteen (16) months, shall not be used to support further disciplinary action.

Section 2: Discipline of an employee shall be imposed only for just cause. Discipline under this Article means official written reprimand, suspension without pay, demotion for cause, or dismissal from service.

All disciplinary actions must be issued to the employee or the Union no more than thirty (30) calendar days after the incident, or after the date on which management became aware of, or reasonably should have become aware of, the incident. In the case of vehicle accidents, the above stated thirty (30) day period will begin on the date the affected Division or Office is notified of the Accident Review Board's determination. If management receives new information or the nature of the incident requires a lengthy

investigation, management must so advise the employee or the Union of the need to extend the thirty (30) day period and the length of the needed extension, in which case the thirty (30) day period shall be extended but not more than an additional thirty (30) days without the written approval by the Union. The above mentioned time frames shall not apply when the possible disciplinary action is reasonably related to a criminal or OEO investigation.

Section 3: In accordance with Section 1, a copy of all reprimands shall be submitted for filing in the employee's personnel file. The employee shall be given the original copy by the issuing individual and a copy provided to the Union. Verbal admonishments/warnings/notations of a supervisor regarding an employee's performance deficiencies may be used to support subsequent written corrective action, only if the verbal admonishment/warning/notations occurred within reasonable proximity to the written action (but in no case later than sixteen (16) months from the initial incident). An employee must be provided a copy, as "fair notice", of any written corrective action that is to be placed in his/her file.

Section 4: All bargaining unit employees shall be reprimanded in a private manner so as to avoid embarrassment before other employees or the public.

Section 5: Bargaining unit members have the right to representation when questioned regarding events that may lead to disciplinary action. If an employee requests representation, and the County fails to permit such representation and continues its "inquiry", any discipline resulting from this inquiry will become null and void.

The County will also give advance notice to an employee of any meeting wherein the County anticipates that some disciplinary action will be taken at such meeting.

ARTICLE 6

WORK WEEK/OVERTIME/SHIFT SWAPS

Section 1:

A. The work week for full-time County employees shall not exceed forty (40) hours in a seven (7) day period beginning each Sunday at 12:01 a.m. through the following Saturday at 12:00 p.m., exclusive of unpaid lunch breaks. Where operationally feasible, the County shall make every effort to schedule consecutive days off.

B. Any unit employee who has completed the probationary period and whose regularly scheduled work week consists of twenty (20) or more hours but less than forty (40) shall be considered a permanent part-time employee.

C. The starting and ending time for each work location shall be established by the appropriate supervisor in order to meet the varying needs of the work location. Permanent shift assignments shall not be changed except after two (2) weeks notice and where feasible three (3) weeks notice, to the affected employee except in emergency situations.

D. All new employees hired after October 1, 1997, by the Libraries Division will have Saturdays and Sundays included in their regular work week schedule. All library personnel hired prior to October 1, 1997, are required to work, 6 or 7 Sundays during the year. A full-time employee who is required to work on Sunday who is scheduled to work less than eight hours will be paid for eight hours.

E. Shift schedules are assigned at the discretion of the County. If a County agency decides to make shift assignments using a bidding process, criteria for bid assignments shall be made based on bargaining unit seniority, senior employee selecting first. The choice to bid shifts does not preclude the County from not using a bid process for future shift assignments.

Section 2: Overtime

A. All hours authorized and worked in excess of forty (40) hours in a seven (7) day work week shall be compensated at one and one-half (1-1/2) times the employee's straight time base hourly rate of pay.

B. Assignment of Prescheduled Overtime: The County agrees to prepare one (1) bargaining unit seniority list at each job site within a division. The purpose of such list is to coordinate and distribute equally prescheduled overtime. In the event that an employee is needed to work prescheduled overtime, the most senior qualified bargaining unit employee on the job site who has performed work of the type and character of the needed overtime work will be given the opportunity to accept or reject the prescheduled overtime. The County agrees to give at least four (4) hours notice for all prescheduled overtime assignments. That employee will thereafter be placed at the bottom of the list and s/he shall not be offered prescheduled overtime until all qualified bargaining unit employees at the job site who have performed the required duties have been asked to work prescheduled overtime. In the event that all qualified bargaining unit employees who have performed work of the type and character of the needed overtime work decline

to work prescheduled overtime, the least senior qualified bargaining unit employee may be required to perform the overtime work, unless emergency conditions prevent the employee from working the overtime. In that event, the next least senior qualified employee may be required to work the overtime.

C. Assignment of Emergency Overtime: If the County needs an employee to work emergency overtime, the County will follow the procedure outlined in Section 2B above, if sufficient time exists to allow compliance with the procedure. If sufficient time does not exist, the County may "hold over" employees to perform the needed emergency overtime. In those cases where it is necessary for involuntary hold over of employees, the County will continue to make every effort to find replacements to relieve the held over employees in compliance with Section 2B above; employees involuntarily held over shall retain their position on the prescheduled overtime seniority list.

D. The following hours shall be computed as hours worked for the sole purpose of computing eligibility for the overtime rate:

1. Holiday pay, as defined in Article 22, in a work week shall be computed as hours worked when computing eligibility for the overtime rate when the designated holiday is an employee's normally scheduled workday and the employee is given the day off in observance of the holiday;
2. Sick leave bonus hours, as defined in Article 21, in a workweek shall be computed as hours worked when computing eligibility for the overtime rate;
3. Bereavement Leave Hours;
4. Standby duty pay shall count as hours worked for the purpose of computing overtime pay when an employee has utilized authorized sick or annual leave during the scheduled work week, the intent being to help toward making the work week whole;

5. Annual leave hours shall be computed only when such leave is prescheduled and approved according to the vacation schedule provisions of Article 20; or when annual leave hours are requested and approved prior to the employee's knowledge that overtime has been scheduled during the week the annual leave is requested/approved.
6. Emergency working condition hours, as defined in Section 5 of this Article, shall count as hours worked for the purpose of computing eligibility for the overtime rate.
7. All hours paid to an employee assigned to the Library on Sunday.
8. Jury duty shall count as hours worked for the purpose of computing overtime pay;
9. Workers compensation hours shall count as hours work for the purpose of computing overtime pay;

E. Compensatory hours at one-and-one-half (1.5), or hour for hour between 37.5 and 40 hours, may be substituted for the cash payment of overtime upon the mutual agreement of the County and the employee affected. In the event of a disagreement regarding comp-time substitution, the employee shall be paid for the hours worked.

Compensatory time earned by the employee for all hours authorized and actually worked in excess of forty (40) hours in a seven (7) day standard work schedule cannot exceed two-hundred forty (240) compensatory hours, or one-hundred sixty (160) hours of actual overtime worked, in a calendar year. Once this limit is met, all overtime actually worked in excess of forty (40) hours in a seven (7) day standard work schedule must be paid.

Note that the amount of hour-for-hour compensatory time earned between 37.5 and 40 hours is not affected by this limit. Any approved compensatory hours must be

used within ninety (90) days of accrual. The division must maintain records of compensatory time for each employee involved.

F. Neither the scheduled work week nor the lunch break of an employee shall be altered for the purpose of avoiding paying overtime rates. However, the above would not preclude the employee from requesting such alteration.

G. When an employee is scheduled to report to work outside of their regularly scheduled time and is sent home for lack of work, the employee shall be entitled to five (5) hours pay at straight time base rate as “show up” time, or actual time worked if more than five (5) hours. This “show up” time does not apply to employees held over, called to work immediately prior to their regularly scheduled shift, or if the scheduled time is less than five (5) hours.

Section 3: Breaks

Each full-time employee working between eight (8) hours and ten (10) hours per day shall be entitled to two (2) paid fifteen (15) minute breaks; one in the first half and one in the last half of the shift. Employees working ten (10) hours or more per day including the thirteen and one-half (13-1/2) hour shift schedule shall be entitled to two (2) paid twenty (20) minute breaks. For each additional four (4) hours consecutively worked following a regular scheduled shift each full-time employee shall be entitled to take one (1) paid fifteen (15) minute break. Each part-time employee working a four (4) hour shift shall be entitled to take one (1) paid fifteen (15) minute break or working a six (6) to eight (8) hour shift will entitle the part-time employee to two (2) paid fifteen (15) minute breaks. Break

schedules shall be established by the County.

Section 4: Standby

A. In order to provide coverage for services during off duty-hours, it may be necessary to assign and schedule employees to standby duty. A standby duty assignment authorized by a supervisor requires an employee to be available for work due to an urgent situation on the employee's off-duty time which may include nights; weekends, or holidays. Employees shall be required to be on standby duty when assigned unless excused by supervision.

B. Employees assigned to standby duty by their supervisor are guaranteed two (2) hours standby duty pay at their straight time base rate for each regular work day of standby duty assigned and scheduled; and three (3) hours pay at their straight time base rate for regular days off, with day defined as a 24-hour time period.

C. Employees while on standby duty when called to work will, in addition to the standby duty pay, be paid for the actual time worked. For pay purposes, actual time worked starts at the time of notice and ends when he/she would reasonably be expected to return home.

D. Where operationally feasible, employees assigned standby duty assignments may be furnished a beeper. Feasibility shall be determined by management.

Section 5: Emergency Working Conditions

Due to conditions beyond the control of the County , such as hurricanes, windstorms and tornados, if the County Administrator declares an emergency and directs the closing of normal County operations, bargaining unit members shall be compensated as

described below:

A. Any employee regularly scheduled to work during the declared emergency who is ordered by the County's management not to report or to go home prior to the completion of their shift will suffer no loss of pay. Such hours paid but not worked will count as hours worked for computing premium (time and one-half) overtime eligibility.

B. Any employee who is ordered, or assigned as a result of volunteering, by the County's management to work during the declared emergency shall be compensated at double their straight time base hourly rate for all hours actually worked or its equivalent compensatory time, as described in Section 2E of this Article. This compensation is in lieu of any other compensation.

Section 6: Shift Swaps

A. Divisions or offices may create and approve a program that permits Shift Swaps. Shift Swaps or partial shift swaps are permitted for non-probationary employees whose classification is assigned to shift work in a Division that has a minimum of two shifts for that classification.

B. Both employees, involved in the exchange, must request the shift swap in writing, to the appropriate supervisor, a minimum of seventy-two (72) hours prior to the exchange. In the case of an emergency in which documentation is presented to and accepted by the supervisor, the seventy-two hours may be waived.

C. Shift Swaps may be used in conjunction with a scheduled vacation.

D. A shift swap may not be taken in order to engage in outside employment unless prior approval for the exchange is received from the Division Director.

E. Any employee on duty by virtue of a shift exchange shall be entitled to the same benefits, privileges, and protections and shall assume the same responsibilities as any on-duty personnel. Repayment of a shift exchange is the responsibility of the employee. In any partial shift exchange, the parties to the exchange must remain on duty until his/her replacement arrives and relieves him or her from duty.

F. A replacement who leaves work early because of illness shall have the sick leave deducted from his/her bank and not from the bank accrued by the employee originally assigned to the shift. Any member of the bargaining unit who agrees to shift exchange, but reports sick for the agreed exchange must provide a doctor's excuse to verify the illness. All sick reporting must be done in accordance with existing policies. An employee who fails to provide a doctor's excuse or otherwise fails to report to work the agreed shift shall be subject to disciplinary action.

G. A shift swap constitutes an even exchange and neither party becomes eligible for overtime pay because of the exchange. Each employee will be credited as if they had worked their normal schedule. Further, the County assumes no responsibility for repayment of time owed employees by virtue of shift exchanges.

H. An employee who abuses this procedure may be subject to the loss of the right to shift exchange for the period of one (1) year. Employees are encouraged to police themselves on this procedure with the operational needs of the County and the practical needs of their co-workers in mind.

I. Unit employees who agree to exchange a shift, but fail to report to work the agreed shift "for other than documented emergencies", may be subject to disciplinary action. The

bargaining unit member shall reimburse the County for all costs incurred as a result of an unapproved absence. Such reimbursement shall be from the member's annual leave bank.

ARTICLE 7

PROBATIONARY STATUS

Section 1: All initial (new hire) appointments to permanent or continuing full or part-time positions in the unit shall be subject to the satisfactory completion of one hundred eighty (180) calendar days probationary period. The probationary period may be extended for up to an additional ninety (90) calendar days upon the written request of the Division Director and the approval of the Director of Human Resources. Copies of an extension approval will be provided to the employee and the Union but is not required to effectuate the extension. No probationary period shall be required of permanent employees making lateral transfers within the same job class. In accordance with Article 11, the promotional probationary (qualifying) period for unit employees shall not exceed one hundred and thirty five (135) calendar days.

Section 2: Any decision involving assignments, discipline, layoff, or dismissal of probationary employees is entirely within the discretion of the County providing they are within the scope of the Contract. During the first 90 days of employment, no provisions of the grievance procedure article shall be available to probationary employees. After having completed ninety days (90) of employment and before completing one hundred and eighty (180) days of employment, a probationary employee may process grievances through the grievance article excluding any grievances relating to discipline and/or discharge.

ARTICLE 8

[reserved]

ARTICLE 9

EDUCATIONAL BENEFITS

Section 1: County Sponsored Training: It shall be the responsibility of the Director of Human Resources to cooperate with the division/office directors, unit employees and others to foster and promote programs of training for County service and in-service training of employees for the purpose of improving the quality of personal service rendered to the public and of aiding employees to equip themselves for advancement in the County service. Division/office directors will make every effort to grant an employee's request to attend County sponsored training, based on the operational needs of the division or office.

Section 2: Tuition Reimbursement: Employees covered by this Agreement may participate in the County's Tuition Reimbursement Program as described in the Human Resources Internal Control Handbook . The eligibility requirements and the amount, type and condition precedent to obtaining reimbursement, will be established by the County.

Section 3: Educational Leave: To improve the quality of personal service rendered to the public and to aid employees in equipping themselves for advancement, any permanent full-time and part-time 20 employee may request Educational Leave for the purpose of taking occupationally related courses or training not otherwise sponsored by the County which are only available during working hours and which provide education directly related and clearly needed on the job in accordance with the procedures outlined in the Human Resources Internal Control Handbook.

ARTICLE 10

SENIORITY - LAYOFF & RECALL

Section 1: Bargaining unit seniority is understood to mean an employee's most recent date of continuous pro-rated full-time service in a bargaining unit position, so long as the employee is being carried for payroll purposes as a permanent employee. (Note: due to the elimination of the "Grant" classification, service in Grant funded bargaining unit positions prior to July 5, 1992 shall be counted toward bargaining unit seniority as described in this Article.) Bargaining unit seniority will continue to accrue during all types of County approved leave including leave of absence without pay or layoff, up to one (1) year. Approved leave for Union business shall not cause the seniority date to be adjusted.

Section 2: Unit seniority will be used for the purpose of vacation selection as provided in Article 20, shift bidding as provided in Article 6, layoff and recall as provided for in this Article.

Section 3: Layoff

A. In the event it is necessary to reduce the work force, including abolishment of a Department/Division or position, all layoffs shall be according to reverse order of unit seniority. An employee affected by a reduction in force shall have the right to displace an employee with less seniority in any equal or lower classification in his/her Division, for which the employee is qualified according to the County's established minimum qualifications.

Every effort will be made to place the affected employee in a vacant position in the unit.

In cases where a full-time or part-time 20+ employee is to be laid off and one or more part-time 19- employees are working in the same job classification and Division, the employees being laid off shall be offered, at a minimum, the part-time 19- work. When such a layoff is determined, the Director of Human Resources will meet with the Union and explore possible mitigation which would accomplish operational or financial goals which initiated the need for the layoff - such mitigation may include the use of part-time 20+ positions.

B. In cases of layoff the County agrees to give priority in placing laid off employees in a vacant bargaining unit position by bargaining unit seniority and shall also use its best efforts to place affected employees in vacant positions by bargaining unit seniority throughout the County by specifically:

(1) providing career counseling for possible placement in vacant County positions; and; (2) referring qualified employees, by bargaining unit seniority, for interviews in vacant County positions.

Section 4: An employee who accepts a lower paid bargaining unit position shall retain his/her rate of pay unless it exceeds the highest rate for the new class. An employee who in the course of a layoff action, accepts a demotion to a lower paid position in the bargaining unit (i.e. a position with a lower maximum rate of the range) and their salary immediately prior to the demotion exceeds the maximum rate of the range of the lower paid position to which they have been demoted, shall have their salary red-lined until the maximum rate of the range meets the employees current rate of pay.

Section 5: In the event of a layoff, the County will make every effort to give as much notice as possible. In no case will employees receive less than a four (4) week notice of layoff, or, in lieu of notice, four (4) weeks pay at his/her regular rate of pay, together with pay for annual leave and sick leave as provided for in other Articles of this contract. The Union shall be furnished copies of all layoff notices at the same time as the laid off employee receives notice.

Section 6: Recall

Employees who have been laid off will have recall rights not to exceed twenty-four (24) months and recall shall be by seniority order. When a vacancy occurs in a job classification within the bargaining unit, and there are one or more employees who have been laid off with recall rights, then the most senior of those employees, if qualified, will be offered that job. The Division of Human Resources will send a certified letter of notice to the employee at the last address he/she filed with the Division of Human Resources with a copy to the Union. If the employee refuses to return to work or if there is no response within twenty (20) working days after the notice is sent, such employee's recall rights under the Agreement are lost. Such employee would still be eligible for County employment as a new employee but not on a preferential basis.

Section 7: A vacancy is deemed to exist when the County is seeking to fill a full-time budgeted position within the job classification.

Section 8: The acceptance of temporary work within the County by laid-off employees shall not affect recall rights provided in Section 6 of this Article.

Section 9: The provisions of this Article shall also be applicable to employees affected by a downward reclassification.

Section 10: When an employee is recalled to a job classification where the job requirements (i.e., licenses, certifications) have changed, during the period of layoff, the appointing authority, in consultation with the Director of Human Resources, may rehire the employee and provide him or her with the opportunity to obtain the necessary job requirements. A fair and reasonable period of time to obtain these requirements will be defined to the employee in writing and a copy provided to the Union. An employee recalled as provided in this Section may be assigned any other duties they are qualified and capable of performing until providing proof of necessary job requirements or the expiration of the time period. Should the employee fail to obtain the necessary job requirements during the time provided he or she shall be separated from employment and return to the recall list.

Section 11: Employees recalled to a job classification in the bargaining unit within the 24 month time period shall accrue bargaining unit seniority for the first 12 months of layoff in accordance with Section 1. Thereafter, the recalled employee shall not accrue, but maintain bargaining unit seniority. If an employee is recalled pursuant to the provisions of this contract, the employee shall return to the same salary he/she had at the time of the layoff plus any wage increases he/she would have received, if he/she had not been laid off.

If an employee is recalled within one (1) year, the employee's anniversary date, as of the date of the layoff, will be adjusted for the equivalent period of the layoff. If an

employee is recalled after one (1) year, the employee's anniversary date will reflect the date the employee returned to work.

Section 12: When such a vacancy occurs and is filled by a person who had been laid off, the County will permit that person to pay back to the County, the leave time cash-out monies (annual, sick) paid to him/her at the time of layoff. Upon such a pay-back, the employee will have restored to his or her accrual balance the same number of hours as had been removed from the record at the time the layoff occurred. The County will work with affected individuals, if necessary, to permit reasonable pay-back methods of these monies through the payroll office.

ARTICLE 11

PROMOTION/TRANSFER POLICY

Section 1: Employees who are interested in being promoted, or changing divisions, may file an application with the Division of Human Resources, Staffing Services Section for those specific classifications for which an eligibility list exists. For those classifications in which an interest is expressed, the employee shall file a job interest card. After an employee files a job interest card with Staffing Services, that office will notify the employee when the classification is announced. It shall be the objective of the County to encourage promotion from within, free of political considerations, nepotism or other forms of favoritism or unlawful discrimination.

Section 2: Promotional Vacancy

The County shall fill promotional vacancies based on qualified applicants. In the conduct of open competitive recruitments, current employees with more than one (1) year of service who have qualified will be given preference points over non-employees. A maximum of five (5) points will be added to the numerical scores of eligible applicants who are currently County employees, based upon length of service in accordance with the Broward County Civil Service Rules and Regulations.

The amount of salary increase granted upon promotion shall be consistent with the provisions of the Broward County Civil Service Rules and Regulations, as such provisions existed as of the effective date of this agreement.

Section 3: Positions Outside the Unit

Employees who accept positions outside the bargaining unit may accumulate unit

seniority for a period not to exceed one hundred and eighty (180) calendar days after the date of leaving the unit. If during this one hundred and eighty (180) calendar day period the employee is laid off or desires voluntarily to return to his/her former position and prevailing pay rate, the employee shall have the right to exercise seniority to the former positions or a substantially equivalent position of employment.

Section 4: Promotional Qualifying Period

If a promoted employee fails to perform satisfactorily the duties of the higher position during the qualifying period in that position the employee shall be returned to the position held prior to the promotion or a substantially equivalent position, and retain seniority as provided for in Article 10. The qualifying period shall not exceed one hundred and thirty-five (135) calendar days. The question of satisfactory performance is within the sole discretion of the County.

Section 5: Lateral Transfers

The Division of Human Resources will make available a process by which permanent employees may request to be notified when a Division initiates the procedure to fill a vacancy in the employee's current job classification. After receiving notice from the Division of Human Resources of an available vacancy the employee is responsible to contact the hiring Division for an interview. The process described in this section will be determined and maintained by the Division of Human Resources.

Section 6: Involuntary Transfers

- a. Between Divisions - In those cases where it is necessary to transfer an employee involuntarily from one Division to another Division due to

organizational restructuring, the County will select the least senior qualified employee in the classification.

- b. Within a Division - In those cases where it is necessary to transfer an employee involuntarily from one location to another location within a Division which is significantly geographically separated, the County will consider volunteers. If there are no volunteers, the County will consider significant employee hardships. If an involuntary transfer becomes necessary, the County will not be arbitrary or capricious and will base the involuntary transfer on reasonable operational needs.

ARTICLE 12

MEDICAL EXAMINATION

A. Where the County requires a medical examination of a unit employee, the examination will be at no cost to the employee and will be scheduled during the employee's regular hours. If the examination cannot be scheduled during the employee's normal scheduled workday, the employee shall be compensated at the straight time base rate for time required to undergo the medical examination or at the overtime rate if applicable.

B. Should a unit employee request a medical examination where it is claimed a condition exists which is duty connected, the Division Director may authorize such examination on the same terms and conditions described above.

C. Drug and Alcohol Testing

Section 1: In consideration of the legitimate concerns and interest the Employer and the Union both have in workplace safety and job performance and that both parties recognize that drug and alcohol abuse may have an adverse impact on County government, the image of County employees, and the general health, welfare and safety of the employees and the general public at large; and in consideration of the fact that both parties also recognize that drug and alcohol abuse are treatable illnesses that will be treated, where feasible, with emphasis on rehabilitation and education, the Employer and the Union hereby agree:

(A) The Employer will not take action against an employee based on his/her

off-duty conduct unless the employer can demonstrate that the employee's off-duty conduct is impairing the employee's on-the-job performance.

(B) That cooperation with the employees and their representatives offers the best solution to ensuring workplace safety and job performance, while at the same time assisting those individuals suffering from drug and alcohol addiction.

(C) All aspects of this substance abuse program will be fully explained to all employees to whom it will apply to and any dispute evolving from this program will be subject to the grievance arbitration procedures. Employees covered by the Agreement will have the right to union representation through all stages of the procedures defined in this Article. However, in no event will the test be delayed by more than two (2) hours.

Section 2: The County may require any employee to submit to a blood and/or urine analysis when it has a reasonable belief that an employee is impaired in the performance of his/her duties because s/he is under the influence of alcohol, drugs or narcotics. To permit testing, the County must have reasonable belief based upon the observations of two (2) or more supervisors, if possible, establishing reasonable belief to believe that an employee is impaired by illegal drugs or alcohol. The employee shall be provided, upon request, with a separate container for a portion of the sample which is collected.

Section 3: Random substance tests will be strictly prohibited except as provided in Section 5 and 7 below.

Section 4: All tests shall be conducted in a reputable hospital or laboratory selected by the County. The laboratory must follow guidelines for procedures and standards as established by Health & Human Services (HHS) and the National Institute

of Drug Abuse (NIDA) at a minimum. There shall be a two step initial screening process run concurrently, i.e., consisting of TLC (Thin Layer Chromatography) and EMIT (Enzyme Multiplied Immunoassay Technique). The confirmation step of all samples testing positive during initial screening shall consist of a GC/MS (Gas Chromatography/Mass Spectrometry) test.

Section 5:

(A) At the conclusion of the drug and/or alcohol testing, the County may discipline an employee subject to the just cause standard of this Agreement. However, in the case of an employee who has not previously tested positive, and except in cases involving moderate or major property damage, personal injury or gross misconduct by the employee, the employee shall be permitted to enter a County approved chemical dependency program.

(B) Upon successful completion of rehabilitation (as determined by the County physician) the employee shall be returned to his/her regular duty assignment or the equivalent thereof. If follow-up care is prescribed after treatment, such may be imposed by the County as a condition of continued employment. Moreover, the parties agree that entry into such a chemical dependency program shall be deemed to constitute reasonable belief that the employee is under the influence of or using drugs, narcotics, or alcohol, and that, accordingly, the employee may be subject to two testing procedures as outlined in Section 4 of this Article as required by management for a period not to exceed six (6) months from the date that the employee successfully completes the prescribed treatment plan. Should an employee refuse to submit to drug or alcohol

testing in accordance with the provisions of this Section, to voluntarily enter a County approved chemical dependency program, to successfully complete or to otherwise comply with the requirements of such program, to comply with the requirements of any follow-up care, or should the employee test positive for drugs, narcotics or alcohol during the aforesaid six (6) month period, the employee shall be immediately dismissed.

Section 6: An employee's refusal to submit to drug or alcohol testing in accordance with the provisions of this Article may result in disciplinary action being taken against the employee up to and including dismissal subject to the just cause standard of this Agreement.

Section 7:

(A) An employee will be allowed to voluntarily enter a County approved chemical dependency program, assuming that the employee has had no history of substance influence or use. This does not preclude the County from taking any disciplinary action for any infraction other than the chemical dependency for which s/he is seeking assistance.

(B) Upon successful completion of rehabilitation (as determined by the County physician) the employee shall be returned to his/her regular duty assignment or the equivalent thereof. If follow-up care is prescribed after treatment, such may be imposed by the County as a condition of continued employment.

Moreover, the parties agree that entry into such a chemical dependency program shall be deemed to constitute reasonable belief that the employee is under the influence of or using drugs, narcotics, or alcohol, and that, accordingly, the employee may be subject to

two testing procedures as outlined in Section 4 of this Article as required by management for a period not to exceed six (6) months from the date that the employee successfully completes the prescribed treatment plan. Should an employee refuse to submit to drug or alcohol testing in accordance with the provisions of this Section, to voluntarily enter a County approved chemical dependency program, to successfully complete or to otherwise comply with the requirements of such program, to comply with the requirements of any follow-up care, or should the employee test positive for drugs, narcotics or alcohol during the aforesaid six (6) month period, the employee shall be immediately dismissed.

(C) Two (2) years after treatment is completed, the records of such treatment and positive drug test results shall be retired to a closed medical record. The employee shall be given a fresh start with a clean administrative record and the retired records shall not be used against the employee in any proceeding.

Section 8: The Union, upon request, shall have the right to observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results only if the release of such information is authorized by the employee involved.

Section 9: NO WAIVER OF LEGAL RIGHTS: The Employer and the Union agree that this program shall not diminish the rights of individual employees under State and/or Federal laws relating to drug and/or alcohol testing.

ARTICLE 13

PERSONAL VEHICLE COMPENSATION

The County, subject to its authorization and in compliance with its rules covering the use of private vehicles, agrees to compensate employees for the use of the individual's vehicle while traveling on County business.

The County's current rate per mile shall be reimbursed to the employee for such authorized vehicle's use. In the event the State of Florida raises its rate, employees covered by this agreement shall be entitled to the same increase.

ARTICLE 14

PARKING FOR EMPLOYEES

In areas where employees parking is available on County property, parking for unit employees shall be available on the same basis as is available for other represented employees.

ARTICLE 15

INSURANCE BENEFITS

A. The County agrees to continue in effect the insurance programs for unit employees on the same terms and conditions available to other County employees. However, any increased benefits added to the present policy during the effective period of this Agreement will be available to all unit employees. The Amalgamated Transit Union reserves the right to submit recommendations to the County in reference to insurance benefit plans for unit employees. The parties recognize that there may be changes in the present health care program. The County and Local 1591, ATU, will work together on the exploration and implementation of new health care insurance concepts and monetary provisions.

B. In accordance with Civil Service Rules, the County will continue to provide insurance benefit funding for a bargaining unit member for the first seven (7) full pay periods when the employee is placed on an approved leave without pay status. During any additional approved leave without pay, the employee may elect to maintain his/her current insurance coverage at no cost to the County. Failure to pay for any excess premium applicable for the employee's coverage and/or the premium for dependent coverage may result in termination of insurance coverage during the leave.

C. Bargaining unit members who are disabled because of an injury arising out of, and in the course of their employment with the County, will receive supplemental payments from the County in compliance with its rules covering workers' compensation,

which when added to Workers' Compensation payments would equal their full pay for a specified period of time without charge against annual or sick leave. The disability must be of an immediate incapacitating nature, not one which occurred at some time in the past. If an injury is determined by the County's Safety Committee to have occurred as a result of the employee's failure to comply with established safety rules and procedures, or failure to use provided personal protective safety equipment, s/he may be denied County supplemental payments.

D. While an employee is receiving Workers' Compensation, any authorized County supplemental payments shall not exceed eight (8) work weeks for any one injury or multiple injuries occurring in one (1) accident or mishap. If an employee is unable to return to work or perform his/her normal job duties at the end of the eight (8) work week period, such employee will continue on Workers' Compensation in accordance with Florida Statute, but shall not receive County supplemental payments. A Department/Division Director may petition the Division of Human Resources to continue an employee on Workers' Compensation with supplemental payments for an additional period of time not to exceed eight (8) work weeks, provided that sufficient grounds are given by the Department/Division Director and the extension is approved by the County Administrator. A management decision to award or deny supplemental payments shall not be subject to the grievance procedure. This provision shall not entitle any employee as a matter of right to an extension of Workers' Compensation leave.

ARTICLE 16

COMMUNICATIONS

Section 1: The County shall provide the ATU with existing reasonable bulletin board space in those Divisions where members of the Unit are employed and the County shall not unreasonably deny requests to erect bulletin boards where none exist. All notices or bulletins of the Union that are posted are subject to review by the County Administrator, or his/her duly authorized representative.

The bulletin boards, authorized by the County for use by the ATU, may be used by the Union, under the terms of this Article.

Any intentional disregard for this provision by the ATU may result in removal of bulletin board space by the County.

Section 2: The County agrees to provide to the ATU a quarterly print-out of address labels, of all new hires within the bargaining unit. This information shall be provided at no cost to the ATU.

ARTICLE 17

SAFETY

Section 1: In accordance with County policy, the County will have a Countywide Safety Board. The purpose of the Board shall be to monitor the overall performance of the County's Safety and Loss Control programs and make recommendations to improve same. ATU Local 1591 bargaining unit will be entitled to two (2) members on this Board.

Section 2: Meetings of the Safety Board shall be held quarterly and the Union shall receive prior written notification of such meetings.

Section 3: When there is an ATU vacancy on the Safety Board, the Union President shall submit names to the Safety Coordinator of bargaining unit employees with good safety records, including no discipline based on safety violations within eighteen (18) months, to serve on the Board. The ATU's representative(s) shall serve on the Safety Board with no loss of compensation.

Section 4: The employee shall be notified and be entitled to appear with a representative before the County Safety Review Board to present his/her case regarding appeal of an accident/injury which was determined to be preventable.

ARTICLE 18

CIVIL LEAVE

Section 1: Employees shall be granted Civil Leave with pay when performing jury duty, when subpoenaed to appear before any public body or commission to represent the County, or when performing emergency civilian duty in connection with national defense. Any compensation received for performing such duty will be in addition to their regular salary. An employee subpoenaed to represent the County shall also be paid per diem and/or travel expenses by the County.

Section 2: Employees shall be granted up to one hour off for voting on election days when not feasible to vote before or after working hours. Employees requesting the time off must be registered voters.

ARTICLE 19

BEREAVEMENT LEAVE

Section 1: An employee who suffers the death of an immediate family member shall be granted bereavement leave of up to three (3) regularly scheduled working days to attend the funeral in the state of Florida, and up to five (5) regularly scheduled working days to attend the funeral outside the state of Florida. This shall be with full pay and shall not be deducted from the employee's accrued leave. For the purposes of bereavement leave, immediate family shall be defined as: parents of employee, grandparents of employee, spouse, sister, sister-in-law, brother, brother-in-law, son, son-in-law or daughter, daughter-in-law, grandchildren of employee, mother-in-law, father-in-law, step-child, step-parent, registered domestic partners, and persons determined in loco parentis (in the place of the parent) by the Director of Human Resources. Immediate family shall also include other relatives domiciled in the employee's household.

Section 2: The parties agree that an employee can request and may be approved for additional leave which may be taken from sick leave or annual leave at the employee's option, if accrued.

Section 3: The employee shall provide his/her supervisor with proof of death in his/her family if requested.

Section 4: Time off under this Article shall not affect the employee's attendance rating on a performance evaluation, or accrual for earning a Bonus day.

ARTICLE 20

ANNUAL LEAVE

Section 1: Permanent full-time and permanent part-time employees who are members of the bargaining unit are eligible to take annual leave that has been accrued pursuant to the accrual rate set forth in this Agreement.

Annual leave shall be accrued with reference to completed months of continuous service and is earned as of an employee's most recent date of continuous employment with the County. Any approved leaves of absence without pay will not be included in the computation or accrual of annual leave.

Section 2: The following vacation accrual shall be observed by the parties for full-time employees:

<u>Completed Months of Continuous Service</u>	<u>Accrual Rate Per Bi-weekly Pay Period</u>
Less than 60 months	3.08 hrs.
At least 60 months but less than 180 months	4.62 hrs.
180 months	6.15 hrs.

Regular part-time employees shall receive a pro rata vacation based on the above schedule.

Section 3:

A. All vacation requests must be submitted in writing to the appropriate supervisor. The employee with the greatest bargaining unit seniority shall be granted vacation preference subject to the operational needs of the Division. Vacation requests shall not be unreasonably withheld.

B. For purposes of scheduling annual leave, beginning October 2001, employees may at their option submit vacation preference(s) to the Division Director or designee, on or before October 1st annually with the final adjustments submitted by October 15th annually for vacation in the subsequent calendar year. The employee with the greatest bargaining unit seniority shall be granted vacation preference subject to the reasonable operational needs of the Division. Employees will be notified of their approved vacation schedule by November 15th.

C. Any leave request submitted at other times of the year will be approved or denied with reference to the reasonable operational needs of the Department/Division and the existing vacation schedule.

Section 4: If a holiday occurs during a period of time when a member of the bargaining unit is on approved annual leave, that employee shall receive holiday pay for such holiday, instead of charging annual leave .

Section 5: The maximum of unused annual leave that may be carried over from one calendar year to the next shall not exceed a total of two hundred and eighty (280) accrued annual leave hours. The date for computation of excess leave for each year shall be the end of the last pay period which began in that calendar year. Any deviation from the authorized maximum accumulation must be documented and must be approved by the County Administrator.

Section 6: Accrued annual leave may be used to cover a continuing absence due to illness when all accrued sick leave has been exhausted.

Section 7: Any non-probationary employee in the bargaining unit who is separated in good standing from service with the County shall be compensated for all unused accrued annual leave at the employee's base rate of pay at the time of separation.

Section 8: An employee may take leave of absence without pay for personal reasons, provided that such request does not interfere with the operational needs of the County and receives the approval of the appropriate Division Director.

Section 9: Employees covered by this Agreement may participate in the County's Compassionate Annual Leave Donation Program.

ARTICLE 21

SICK LEAVE

Section 1: Employees shall accrue sick leave at the rate of eight (8) hours per month if full-time, and a proportionate amount if permanent part-time, to a maximum of 960 hours.

Section 2: Employees shall earn a Sick Leave Bonus in the form of Annual Leave (8 hours for full-time employees assigned to a five (5) day workweek or 10 hours for full-time employees assigned to a four (4) day workweek, 4 hours for permanent part-time) credited to his/her Annual Leave balance for each thirteen pay periods in which no sick leave is used. The period begins with the last instance of sick leave. Use of Annual Leave earned in this manner is subject to the same Annual Leave provisions contained in Article 20 of this Agreement.

Section 3: When permanent employees resign or are laid off from the County service, they will be paid twenty-five percent (25%) of their accumulated sick leave as of the effective date of such action. Employees who separate from County service by retirement under the Florida Retirement System, or death will be paid fifty percent (50%) of their accumulated sick leave as of the effective date of their separation.

Section 4: Sick Leave is defined as approved absence from work due to personal illness, medical, dental or optical appointments necessarily arranged during work hours, pregnancy, injury, disability, or if required to be absent because of exposure to a contagious disease which would endanger others (as determined by County Physician

and the employee's personal physician, if submitted). In the event, the County physician and the individual's personal physician disagree as to the seriousness of the contagious disease, the County Physician will consult with the employee's physician to resolve the disagreement. Should the physicians fail to come to an agreement they shall mutually select a third physician to make a final determination. The cost of the third physician shall be shared by the employee and the County.

All eligible employees shall begin to accrue sick leave immediately upon employment. Full-time employees accrue sick leave at the rate of eight (8) hours per full month of work time. Employees assigned to positions scheduled on a part-time basis of twenty (20) hours or more a week or irregular or non-standard work schedules shall earn sick leave and their sick leave balances will be charged in proportion to the total number of hours worked per month. The following procedures shall apply in reference to sick leave usage.

1. A doctor's excuse may be required after the employee has taken three (3) consecutive sick days, and shall be required after five (5) consecutive sick days.
2. After five (5) occurrences in any continuing twelve (12) month period (an occurrence means a separate incident of at least one full workday in duration), the employee shall present a doctor's excuse for the next occurrence and the employee must be informed of this requirement by written memo after the fifth occurrence. The following example is provided to assist in calculating occurrences in a continuing twelve (12) month period.

Occurrence #1	Tues. & Wed., May 4 and May 5, 1982	16 hours
Occurrence #2	Wed., June 16, 1982	8 hours
Occurrence #3	Mon. & Tues., August 9 and 10, 1982	16 hours
Occurrence #4	Fri., October 29, 1982	8 hours
Occurrence #5	Thurs., December 4, 1982	8 hours

Employee informed that next occurrence before May 4, 1983 would require a doctor's note.

In the above example, occurrence #1 of May 4 and 5, 1982, would "burnoff" (no longer be counted) after twelve (12) months, May 4, 1983; the first of the next five occurrences would then be calculated with June 16, 1982, becoming occurrence #1.

3. If the supervisor suspects abuse of sick leave because of unusual circumstances or a developing pattern, i.e., Fridays/Mondays, before/after a holiday, employee denied annual leave and subsequently claims illness, etc., the supervisor may inform the employee when s/he calls in "sick" that a doctor's excuse will be required in order for the supervisor to "approve" the use of sick leave.

4. If the supervisor has reason to question the doctor's excuse, employee may be required to be examined by a County Physician. If required, the exam will be scheduled within five (5) working days or the employee will suffer no loss in pay (or usage of sick or annual leave) until the employee returns to work.

5. Failure to provide the doctor's excuse as required above will constitute an "offense", and the employee will be disciplined in the following manner.

1st offense - written reprimand (Form 102-111 Employee Notice) and denial of sick leave. The absence is processed as Leave Without Pay.

2nd offense - three (3) days suspension (Form 102-111 Employee Notice) and denial of sick leave. The absence is processed as Leave Without Pay.

3rd offense - termination

6. If it is established that an employee has taken sick leave under false pretenses, the time off shall be processed as Leave Without Pay. The employee may also be subject to disciplinary action.

7. To receive leave, the employee shall notify his or her immediate supervisor or department, division, or office director prior to or within one hour after time in which employee normally begins work. Except in unusual circumstances which shall require approval by the department director, failure to notify the supervisor or department, division, or office director as required will result in the denial of sick leave. An employee in a department, division, or office operating on a twenty-four hour basis must notify his or her department, division, or office director within ninety (90) minutes prior to the beginning of his or her shift. These provisions may be waived by the appointing authority if the employee submits evidence that it was impossible to give such notification.

Sick leave may not be granted for a period in excess of the amount of leave the employee has accumulated. In the case of an extended illness when an employee has exhausted his/her sick leave, annual leave must be used until it is exhausted and/or in accordance with Article 30. The employee may then be placed on leave of absence without pay.

Section 5: Employees covered by this Agreement may participate in the County's Sick Leave Donation Program subject to the same guidelines and eligibility requirements as non-represented employees.

Section 6: Except where amended in this Agreement, the rest of the County's Civil Service Rules regarding sick leave shall apply.

Section 7: Employees whose sick leave accrual balance exceeds 500 hours as of the end of the first pay period in November of a given year are eligible to participate in the Sick Leave Conversion Plan. Only those hours beyond 500 total hours of accrued sick leave are eligible for conversion. Accrued sick leave hours considered for conversion may be converted to Annual Leave at a ratio of two (2) sick leave hours to one (1) annual leave hour for a maximum of forty (40) hours annual leave. The converted hours shall be credited to the employee's annual leave bank during January of the following calendar year.

Employees interested in converting sick leave subject to the conditions of this section must follow the procedures as provided by the Division of Human Resources.

Usage of sick leave converted to annual leave is subject to the provisions of Article 20 (Annual Leave) of this agreement.

ARTICLE 22

HOLIDAYS

Section 1:

The following days will be observed on the day designated by the County as a paid holiday:

New Years's Day

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

Two (2) personal days (in the form of Annual Leave, as described in Section 8 below)

Section 2: Holidays Falling on Sunday. When an authorized holiday falls on Sunday, the following Monday shall be recognized and observed as the holiday, when authorized by the Commission.

Section 3: Holidays Falling on Saturday. As to employees not normally subject to Saturday scheduling, if the holiday falls on Saturday the preceding Friday will be observed, when authorized by the Commission.

Section 4: All full-time bargaining unit employees shall receive eight (8) hours pay if assigned to a five (5) day workweek or ten (10) hours if assigned to a four (4) day work week, computed at their straight time base rate of pay, for each of the above-designated holidays, except as provided in Section 8 governing personal days. Permanent part-time

employees will receive four (4) hours of paid leave for the holiday regardless of their work schedule.

Section 5:

A. Employees who are given the day off in observance of the holiday shall receive holiday pay.

B. Employees who work on a designated holiday shall receive one and one-half (1 ½) their base rate of pay for actual hours worked on such holiday plus the holiday pay. If the employer gives an employee who works the designated holiday another day off, such day off will be in lieu of the holiday pay and shall be taken within 60 days.

C. If the observed holiday falls on the employee's regular scheduled day off, the employee will be given holiday pay in addition to the normal scheduled work week at straight time rate of pay. If the employer gives an employee whose regular day off is the designated holiday another day off, such day off will be in lieu of the holiday pay and shall be taken within 60 days.

Section 6: In the event the Board of County Commissioners for Broward County, Florida designates a paid holiday, other than those listed in Section 1, above, for employees of other bargaining units, the parties agree that the employees covered by this Agreement will likewise enjoy said holidays, on the same terms and conditions set forth in this Article.

Section 7: Holiday pay will be considered as time worked when computing overtime.

Section 8: All full-time and part-time 20+ employees shall receive two (2) personal

days in the form of Annual Leave, credited to the employee's annual leave accrual balance effective on the first full pay period in January. A full-time employee assigned to a five (5) day workweek shall receive sixteen (16) hours and a full-time employee assigned to a four (4) day workweek shall receive twenty (20) hours. Part-time employees shall receive eight (8) hours.

ARTICLE 23

FAMILY ILLNESS LEAVE

Section 1: Family Illness Leave may be granted to an eligible employee as defined in Section 2 below in the case of actual sickness or disability of an immediate family member. Immediate family shall be defined as: -the employee's spouse, father, mother, son, daughter, grandparents, registered domestic partners and persons determined "in loco parentis" (in place of the parent) by the Director of Human Resources. Immediate family shall also include step-children if domiciled in the employee's household.

Section 2: Employees who are eligible to earn and use sick and annual leave may be allowed to use up to a maximum of forty (40) hours of their accrued sick leave in any one calendar year to care for an ill immediate family member.

Section 3: Use of accrued sick leave for Family Illness is subject to the Procedures specified in Article 21, Section 4: 1-7 governing the use of Sick Leave and shall be treated as any other usage of an employee's sick leave for the purposes of documentation and approval.

Section 4: Leave in excess of the forty (40) hours specified in Section 2 above may be granted in accordance with the provisions specified in Article 20, Annual Leave.

ARTICLE 24

UNION REPRESENTATIVES

Section 1: The County agrees to recognize one Shop Steward for each Department/Office as selected by the ATU as exclusive spokesperson for that Department/Office, and the ATU President (or President's designee which must be one of the four other Executive Board Members) as an alternate in an at-large capacity, for the purpose of contract administration. The names of the Shop Stewards shall be furnished to the County Division of Human Resources and appropriate Department/Office Director by the Union. In the event of a change in the designated Department/Office Shop Steward or the Executive Board, the same parties will be notified forthwith.

Section 2: In the event an employee receives a written disciplinary warning or notice and requests the presence of a Shop Steward for the interview with his/her supervisor relative to said written warning or if a grievance is being processed, during the Steward's regular working hours, the County agrees to compensate the Steward during the time his/her presence is necessary and the County agrees to compensate the Steward at the Steward's regular rate of pay.

Section 3: The County agrees that a duly designated officer or representative of the ATU shall be permitted, during the employees' lunch period or any other time authorized by the appropriate Division Director, to enter upon the County's premises and in those areas which are not devoted to the performance of employees' duties, for the limited purpose of conferring and consulting with members of the ATU who are County

employees; provided, however, that such officer or representative of the ATU shall, on arrival and departure at the County Division or premises, report to the division director or supervisor in charge.

The ATU shall agree that all such visits by its officers or representatives shall not cause any work stoppage, work disruption, or interfere in any manner with County business or departmental operations.

Section 4: Leave of absence without pay will be granted to one employee by the County to accept a position with Local Union 1591 of the ATU provided the Union will give the County thirty (30) days notice before the commencement of said leave. One (1) employee may be designated as an alternate to the employee who is on leave of absence.

A. During such leave, the employee shall accumulate unit seniority.

B. During such leave, the employee shall be permitted to participate in the Florida Retirement System Plan as provided by the Florida Retirement Systems Rules and Regulations.

C. During such leave, the employee shall be permitted to contribute to and participate in the County's Hospitalization Insurance Program, the same as other County employees, subject to any changes in the program. Total premium will be paid for by the employee and/or Union.

D. During contract negotiations, not more than five (5) County employees will be released from duty, with appropriate notice, at no cost to the County, to participate in

scheduled collective bargaining sessions, provided the requested hours will not be unreasonably withheld. The accrual of sick and annual leaves will not be interrupted because of such services under this section.

Section 5: In the event that the President of Local 1591 of the ATU does not accept a full-time position with Local 1591, subject to operational needs, the President will be permitted to take up to four (4) hours per week, without pay, in order to attend to Union business, unless additional time off without pay is mutually agreed upon by the Union and the County.

Section 6: Upon one week's notice, members of the Executive Board shall be permitted time off for "Union business" subject to the approval of the ATU President, the employee's Division and the Division of Human Resources. In the event of an emergency, the one week notice may be waived by the Director of Human Resources. The employee shall receive her/his regular pay for the period of absence; however, County divisions or offices in which these employees work will invoice Local 1591 for the employee costs, including retirement and social security for said absence, payable to the County within ten (10) working days after invoice notice. The checks should be made payable to the "Board of County Commissioners, Broward County" and remitted to the issuer of the invoice.

ARTICLE 25

CHECK-OFF

Section 1: The County, where so authorized and directed in writing by an individual employee covered under this Agreement on the Authorization and Direction Form properly executed by the individual employee, will deduct that individual's membership dues in the Union. Uniform assessments, defined as an across-the-board assessment levied uniformly on all Union members, will be deducted from the wages of employees as soon as possible following written authorization from ATU Local 1591. These deductions are subject to the following terms and conditions:

A. The County shall deduct from employee wages on each and every pay period, one twenty-sixth (1/26th) of the employee's annual membership dues or defined uniform assessments in the Union.

B. The County shall not, under any circumstances, deduct from the employee's wages any fines, penalties, or special assessments.

C. The Union shall issue to the County its official receipt for each dues remittance.

D. The Union shall indemnify and hold harmless the County including its agents and employees from any and all claims, demands, suits (including any and all court costs), or expenses and costs in connection therewith based upon the County's participation in dues deduction or the deduction of uniform assessments under this Article.

E. It shall be the responsibility of the Union to notify the County in writing of changes in the dues structure at least thirty (30) days before said assessment or change is to take place.

F. Any member of the Union may request, on thirty (30) days written notice to the County and the Union, that the County cease deducting Union membership dues and/or uniform assessments from his or her wages.

G. The County will provide two (2) check-off blocks (i.e. in addition to dues deductions) on its form which the Union may utilize for uniform assessments and/or voluntary deductions.

H. The County will have Union deduction checks made up and available to the Union within ten (10) working days after each pay day.

ARTICLE 26

NO STRIKES OR LOCKOUTS

The parties agree to comply with the provisions of Florida Statutes, Chapter 447, as amended, relating to strikes and lockouts.

ARTICLE 27

SAVINGS/PREVAILING RIGHTS CLAUSE

Section 1. If any provisions of this Agreement or the application of any such provisions should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations between both parties.

Section 2: All rights and working conditions enjoyed throughout the County by unit employees at the present time and authorized by County Ordinance, Resolution, written directive of the County Administrator, or by the Division of Human Resources which are not specifically referred to in this Agreement shall not be changed by the County unless said rights and working conditions interfere with the reasonable operational needs of the County, in which case the County and the Union shall negotiate over the impact of such changes.

ARTICLE 28

WAGES AND COMPENSATION

Section 1:

A. First Year - (FY 2000/2001)

Effective October 1, 2000, all minimum and maximum rates of pay shall be adjusted upward five percent (5%) as reflected in Appendix B1. This range adjustment does not adjust any individual employee's salary. Such individual salary adjustment is provided in the next paragraph.

Effective October 1, 2000, bargaining unit employees, employed by the County as of October 1, 2000, and below the maximum of the pay range on that date, will receive a five percent (5%) increase to the base hourly rate or to the new minimum of the pay range, whichever is greater. Bargaining unit employees whose rate of pay is at or above the maximum of the pay range as of October 1, 2000, as described in Appendix B1, will receive a five percent (5%) one-time gross lump sum payment in lieu of a permanent increase to the base rate of pay.

B. Second Year - (FY 2001/2002)

Effective October 1, 2001, all minimum and maximum rates of pay shall be adjusted upward five percent (5%) as reflected in Appendix B2. This range adjustment does not adjust any individual employee's salary. Such individual salary adjustment is provided in the next paragraph.

Effective October 1, 2001, bargaining unit employees, below the maximum of the pay range, will receive a five percent (5%) increase to the base hourly rate or to the new minimum of the pay range, whichever is greater. Bargaining unit employees whose rate of pay is at or above the maximum of the pay range, as described in Appendix B2, will receive a five percent (5%) one-time gross lump sum payment in lieu of a permanent increase to the base rate of pay.

C. Third Year (FY 2002/2003)

Effective October 1, 2002, all minimum and maximum rates of pay shall be adjusted upward three percent (3%) as reflected in Appendix B3. This range adjustment does not adjust any individual employee's salary. Such individual salary adjustment is provided in the next paragraph.

Effective October 1, 2002, bargaining unit employees, below the maximum of the pay range as of October 1, 2002, will receive a three percent (3%) increase to the base hourly rate or to the new minimum of the pay range, whichever is greater. Bargaining unit employees whose rate of pay is at or above the maximum of the pay range as of October 1, 2002, as described in Appendix B3, will receive a three percent (3%) one-time gross lump sum payment in lieu of a permanent increase to the base rate of pay.

D. Performance Excellence Award Employees in the bargaining unit are eligible to participate in the County Administrator's Performance Excellence Award Program.

Section 2: Assignment of an employee to work in excess of twenty-four (24) consecutive hours, performing the substantial portion of the duties of a higher rated

classification must be authorized in writing. When an employee is so authorized, and performs the duties of the higher rated classification for any period of time over twenty-four (24) consecutive hours, that employee shall receive the compensation he or she would have received if promoted to the position for all hours beyond the initial twenty-four (24). To be assigned to work in the higher classification, and be eligible for the higher rate of pay, the employee must meet at least the minimum qualifications for the higher rated classification as set forth in the job specification for that classification. This Section does not preclude a supervisor from “verbally” assigning an employee for a period of less than twenty-four hours, however, it is not intended that the County rotate different employees into an assignment to avoid compensating an employee for an out of classification assignment.

Section 3: In addition to the straight time base hourly rate, full-time employees will be paid a shift differential as follows:

- \$.70/hr Second Shift
- and Weekend Shift
- \$1.10/hr Third Shift

Permanent Part-time employees will receive the shift differential if they work four (4) or more hours on the second or third shift. For purposes of this article, shifts shall be defined as:

First shift: All work shifts which begin between
4:00 a.m. and 11:59 a.m.

Second shift: All work shifts which begin between
12:00 noon and 7:59 p.m.

Third shift: All work shifts which begin between
8:00 p.m. and 3:59 a.m.

For divisional personnel operating on shift schedules, those employees completing their scheduled shift and authorized to work one (1) or more hours into the next consecutively scheduled shift, shall be paid the shift differential for those hours worked in that additional consecutive shift. Further, employees required to report to work prior to the start of their regularly scheduled shift, in addition to working their regularly scheduled shift, shall not lose any shift differential they may have otherwise been entitled to under this section. Employees may request a shift change to a vacant position on another shift within their division by notifying the Division Director in writing and, where operationally feasible, seniority will be considered in reviewing such request. Employees who are regularly assigned to work on Saturday and/or Sunday shall receive an additional weekend pay differential described above for each hour worked on Saturday and/or Sunday. This will include those Library employees and others assigned to work a periodic Saturday and/or Sunday schedule. Employees who work on a Saturday and/or Sunday who are not regularly assigned to such work will receive the appropriate overtime rate if applicable, or the weekend differential for such work, whichever is greater, but not both.

Section 4:

Unit employees who have reached a County service anniversary as of October 1, 2000, will receive the amount indicated added increase to his or her base rate of pay. A County service anniversary is understood to mean an employee's most recent date of continuous pro-rated full-time service, including any period of temporary, or limited-term employment.

<u>Years of Service</u>	<u>Amount</u>
10 through 14 years	\$.35
15 through 19 years	\$.50
20 through 24 years	\$.60
25 years and over	\$.75

Section 5:

The County agrees to conduct a salary study and to review salary survey information with Union. The County further agrees to commit no less than \$275,000 to implement results of study as the County determines. However, no more than \$175,000 of the committed funds can be utilized to increase the minimum rates of the pay range (i.e, fund raising salaries below the minimum) unless mutually agreed to by the parties. The remaining amount of committed funds (\$100,000) to be distributed as mutually agreed by the parties.

Article 29

LEAVE OF ABSENCE WITHOUT PAY

Section 1: At the sole discretion of the County, a department, division or office director, may grant a permanent employee a leave of absence without pay for a period not to exceed three (3) months, subject to operational needs. However, a leave may be approved by the Director of Human Resources in accordance with the Family and Medical Leave Act (FMLA) for a period not to exceed four (4) months. Leave of absence without pay exceeding the periods described above may be granted with the approval of the County Administrator; however, in no case shall the total period of a leave of absence without pay exceed one year.

Section 2: The provisions of FMLA of 1993 shall apply to members of the Bargaining Unit. Further, any leave policies affecting Bargaining Unit Members will at least equal the requirements set forth in FMLA; however, leave policies affecting Bargaining Unit Members shall not be construed as extending the length of leave to which a bargaining unit member may be entitled under the Act.

A bargaining unit member who is approved for a leave in accordance with the FMLA must utilize the applicable accrued paid leave (i.e., sick or annual leave) consistent with the provisions of this agreement and County policies prior to going to leave without pay, except that employees shall have the option to retain up to forty (40) hours of accrued annual leave (unless the employee is approved to participate in the County's Sick Leave Donation Program which requires exhaustion of all applicable paid leave). Further, the

bargaining unit member shall have the option to utilize Family Illness Leave consistent with the provisions of this agreement for an approved leave in accordance with FMLA.

ARTICLE 30

LETTERS OF UNDERSTANDING

The attached letters of understanding described below are part of the agreement and will continue in effect throughout the term of this Agreement.

- 1) November 18, 1994 - re: Overtime
- 2) November 18, 1994 - re: Accident Review Committee
- 3) November 20, 1997 - re: Pay plan and PERC certification
- 4) June 25, 2001 - re: DROP/Annual Leave Cash Out
- 5) June 25, 2001 - re: Emergency Working Conditions
- 6) June 25, 2001 - re: Communications Operator Pay Range Adjustments

ARTICLE 31

TERM OF AGREEMENT

Section 1: This Agreement, except as otherwise specifically provided in the agreement, shall be effective for the fiscal years 2000/2001, 2001/2002 and 2002/2003 upon ratification of the unit membership and approval of the Board of County Commissioners for Broward County, Florida, and shall continue thereafter, through September 30, 2003.

Section 2: For fiscal year 2003/2004, either party may notify the other by submitting a written intent to bargain, on or before June 1, 2003, that it desires to reopen the agreement for negotiation.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives, as of this ____ day of _____, 2001.

**AMALGAMATED TRANSIT Union
LOCAL 1591**

**FOR THE BOARD OF BROWARD
COUNTY COMMISSIONERS**

BY _____
Christine T. Jones, President

BY _____
Chair

DATE _____

DATE _____

BY _____
Carol Snyder, Vice President

BY _____
County Administrator

DATE _____

DATE _____

BY _____
Patricia Van Epps, Financial
Secretary

BY _____

DATE _____

DATE _____

BY _____
Grace Poenicke, Executive Board
Member

BY _____

DATE _____

DATE _____