Memorandum

MIAMI-DADE COUNTY

Date: April 6, 2010

Agenda Item No. 14(A)(2)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Approval of 2008-2011 Collective Bargaining Agreement between Miami-Dade County and the Transport Workers Union, Local 291

Recommendation
It is recommended that the Board of County Commissioners (Board) approve the attached successor 2008-2011 Collective Bargaining Agreement between Miami-Dade County and the Transport Workers Union, Local 291.

Scope
The impact of this agenda item is countywide.

Fiscal Impact/Funding Source
Implementation of the provisions included in this agreement will save the County $24.431 million as compared to continuation of the status quo with respect to all elements of the agreement except for the cost of living adjustments. When comparing the cost of living adjustments included in this agreement with the previous three-year agreement, that savings increases to $43.109 million. The positions covered by this agreement are included in Miami-Dade Transit, and supported by both general fund and proprietary revenues.

Track Record/Monitor
The Human Resources Department will oversee this contract and the Director of Employee and Labor Relations monitors and oversees the administration of this collective bargaining agreement.

Background
On March 16 and 18, 2010, the Board considered and deferred resolution of the impasse in collective bargaining between Miami-Dade County and the Transport Workers Union, Local 291. Collective bargaining negotiations between the parties continued pending impasse resolution, producing the attached agreement. On April 1, 2010, the members of the Transport Workers Union, Local 291, voted to ratify the successor 2008-2011 Collective Bargaining Agreement, which is now presented to the Board for approval and ratification.

The Board has approved six of the County's union contracts over the last two months. Despite some differences among them, the central compromise that spans them all was the agreement that employees will contribute 5 percent of their base salaries toward the County's cost of providing group health insurance coverage. For a variety of reasons, the unions and the administration find this more advantageous than a simple 5 percent cut, and we are pleased to have found a palatable solution to this most difficult problem.

All these unions showed great leadership and civic responsibility by agreeing to the concessions that are discussed below. None of us take any joy in asking our employees to agree to these terms, but we

should all be proud that they approved them, agreeing to share our collective burden and face our current challenges as a team. If the board approves this item, it will have completed negotiations with nine of the County's ten unions.

The Board is, by now, well aware of the significant and time-sensitive importance of these new labor agreements. Every pay period that elapses without such agreements puts greater strain on the FY 2009-10 budget, requiring further spending cuts, layoffs and/or service reductions. Conversely, the unprecedented concessions agreed to by our employees in these agreements will provide some measure of relief as we prepare for another year of extremely difficult choices in the upcoming FY 2010-11 budget.

This contract represents a fair and equitable agreement with the bargaining unit and is the product of good-faith negotiations between the parties. It recognizes the services provided by these public servants while ensuring the continued delivery of quality services to the public in a fiscally responsible manner. The following is a summary of the primary contractual changes affecting the employees covered by this agreement.

Term of Agreement

This is a three year contract for the period of October 1, 2008 through September 30, 2011.

Wages

- First Year: FY 2008-2009
  Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall be required to contribute 5 percent of base wages from the time of ratification of this agreement toward the cost of coverage for group health insurance. This provision shall supersede any conflicting provision of Article VII.16, Group Health Insurance.

- Second Year: FY 2009-2010
  Employees in bargaining unit classifications shall not receive a wage adjustment for FY 2009-2010.

- Third Year: FY 2010-2011
  Effective the beginning of the first pay period in July 2011, all employees in bargaining unit classifications shall receive a 3 percent wage increase.

Merit Increases and Pay Step Progression
Effective upon ratification of this agreement, progression from any one pay step to the next pay step, merit increases and longevity increases shall be suspended. Effective one year from ratification of this agreement, progression from any one pay step to the next pay step, merit increases and longevity increases shall be automatically restored prospectively only.

Longevity Bonus
Effective upon ratification, the payment of longevity bonuses shall be suspended. Effective one year from ratification of this agreement, the payment of longevity bonuses shall be automatically restored prospectively only.

Flex Dollar Benefits
Effective upon ratification of this agreement, the County's contributions to the Flexible Benefits Plan shall be suspended. Effective one year from ratification of this agreement, the County's contributions to the Flexible Benefits Plan shall be automatically restored prospectively only.

Premium Pay
Effective upon ratification of this agreement, the $50 biweekly supplement shall be suspended. The $50 biweekly supplement shall be automatically restored one year after ratification of this agreement prospectively only.

Disciplinary Action
The Union will have the option on behalf of a permanent-status bargaining unit employee to appeal the disciplinary actions of dismissal, demotion and suspension by utilizing the arbitration procedure contained in the agreement. Previously, the Union could not choose to appeal dismissals through final and binding arbitration.

Layoff
The County agrees to exempt all bargaining unit employees from any layoff action and maintain TWU staffing levels for the duration of the agreement, that is, through September 30, 2011. Staffing levels at Miami-Dade Transit have been substantially reduced over the last several years as a result of significant adjustments to route mileage and revenues. In response to the union's concerns regarding the County's maintenance of effort in providing transit services and its effect on unit members, we believe that any future adjustments in service would not necessitate layoff action and can be addressed through normal attrition.

Absenteeism
The parties have agreed to establish on a trial basis for one year an incentive program to reduce absenteeism at Miami-Dade Transit. The parties recognize that excessive absenteeism is both costly and disruptive to Miami-Dade Transit's ability to provide services in an efficient manner. Over the last three years, absenteeism has averaged 19.9% for TWU employees. In order to incentivize a reduction in absenteeism that produces savings to Miami-Dade Transit, the program provides for a $1,000 incentive pay for eligible TWU employees upon a verified reduction of 3 percentage points from the last three-year average, with a proportionate reduction in the incentive pay if absenteeism is reduced by between 2 and 3 percentage points. If a reduction of 3 percentage points, from 19.9% to 16.9% is achieved after one year, anticipated savings to Miami-Dade Transit will be in excess of $1 million.

Sick Leave Conversion
Current County leave policy provides that, on an employee's leave anniversary date, any unused portion of the first 48 hours of accrued sick leave earned during the previous year is converted to annual leave. To provide additional incentive to reduce the level of absenteeism at Miami-Dade Transit, and to provide an alternative to those employees who, after years of service to the County, are unable to utilize the full amount of annual leave accruing, the County has agreed that a bargaining unit employee with 20 or more years of service may, upon written request, receive payment for the sick leave hours that qualify to be converted to annual leave each year.

Bereavement Leave
On May 9, 2006, the Board approved changes to the County's Leave Manual in regard to bereavement leave and emergency bereavement leave, eliminating the requirement of attendance at a funeral. It was recognized that a large number of County employees have immediate family members in other countries, sometimes making it difficult to attend funeral services within the three days currently

afforded for such leave. That change did not fully address the issues that arise when funeral services are held out of the immediate area. To more adequately address this issue, the County has agreed in negotiations with both the PBA and TWU to extend bereavement leave and emergency bereavement leave from three days to five days. A companion resolution on the same agenda provides that the additional two days of bereavement leave and emergency bereavement leave be afforded all County employees, and that the County Leave Manual be amended to that effect.

Evaluations for Full-time Released Employees

Effective upon ratification, the Union President and any additional employees released from duty with pay to administer this agreement, including full-time stewards, shall receive while on such release, performance evaluations containing no more than an overall rating, which rating shall reflect the average of the three overall evaluation ratings received prior to serving in such capacity.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: April 6, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(2)
4-6-10

RESOLUTION NO. _____

RESOLUTION APPROVING AND RATIFYING EXECUTION OF THE 2008-2011 COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TRANSPORT WORKERS UNION, LOCAL 291

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the attached 2008-2011 Collective Bargaining Agreement (CBA) between Miami-Dade County and the Transport Workers Union, Local 291, in substantially the form attached hereto and made a part hereof and authorizes the County Manager to execute same. The provisions of Resolution No. R-130-06 requiring that any contracts of the County with third parties be executed and finalized prior to their placement on the committee agenda are waived at the request of the County Manager for the reasons set forth in the County Manager's Memorandum.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro
Carlos A. Gimenez
Barbara J. Jordan
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey M. Edmonson
Sally A. Heyman
Joe A. Martinez
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of April, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. lek.

Lee Kraftchick

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MIAMI - DADE COUNTY

AND

TRANSPORT WORKERS UNION, LOCAL 291

OCTOBER 1, 2008 - SEPTEMBER 30, 2011

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WHEREAS, Miami-Dade County is obligated to operate its transit facilities economically and efficiently for the convenience and safety of the public; and

WHEREAS, harmonious and stable labor relations between the County and its employees are essential to efficient and economical operations; and in the considered judgment of the County, harmonious and stable labor relations may be achieved and maintained by permitting the employees to organize, to bargain collectively, and present their grievances through representatives of their own choosing, to the extent permissible and available under the law; and

WHEREAS, the County recognizes the Union as the representative for the purpose of collective bargaining of those employees of Miami-Dade Transit, formerly known as the Metropolitan Transit Agency and hereinafter referred to as "MDT", whose classifications fall within the bargaining unit as set forth herein; and

WHEREAS, the County has met with the officers and representatives of the duly designated Union, and the parties have fully considered and discussed the wage rates, the hours of work, the sick pay benefits, vacation benefits, and other conditions of work and employment applicable to the employees in said bargaining unit to the extent permissible and available under the law, and with primary concern for the public interest; and

WHEREAS, in consideration of the foregoing and of the agreement of the Union;

(a) To cooperate with the County in the maintenance of efficient, economical, safe and dependable transportation service;

(b) To process employee grievances exclusively through the machinery provided in this Agreement without limitation or infringement on any employee's rights under the Civil Service or other law, and to exercise responsible discretion in the submission of grievances so that the grievance machinery may function effectively and promptly to the end that the maximum of fairness and equity may be achieved in the treatment of employees; and

(c) Not to request further changes in wages or working conditions for the period of three (3) years beginning October 1, 2008, except as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto have agreed as follows:

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ARTICLE I - BASIC PROVISIONS

ARTICLE I.1 DECLARATION OF PURPOSE AND INTENT

The County and the Union in signing this Agreement are governed by their mutual desires and obligation:

(a) To assure to the people of Miami-Dade County, efficient, economical, safe and dependable transportation service.

(b) To provide employees of the County with wages, hours, safe working conditions and grievance procedures.

(c) To protect the interest of the public through a definite understanding of the respective rights, duties, privileges, responsibilities and obligations of the County, the employees and the Union.

It is the intention of the Agreement to provide for salaries, fringe benefits and other terms and conditions of employment.

It is further the intention of this Agreement to prevent interruption of work and interference with the efficient operations of the County and to provide an orderly, prompt, peaceful, and equitable procedure for the resolution of grievances and the promotion of harmonious relations between the County and the Union.

Upon ratification, the provisions of this Agreement will supersede Personnel Rules, Administrative Orders and other rules and regulations in conflict herewith.

ARTICLE I.2 BARGAINING UNIT

The County recognizes the Union as the exclusive representative of the employees within the Bargaining Unit covered by this Agreement in accordance with PERC Certificate No. 359.

The Bargaining Unit covered by this Agreement is described as all non-supervisory employees in positions defined in general as "transit operating employees" including the classifications listed below:

Bus Body Mechanic/Painter Helper (8008)
Bus Body Technician (8010)
Bus General Helper (8001)
Bus Hostler (8002)
Bus Maintenance Control Clerk (8031)
Bus Mechanic Helper (8004)
Bus Maintenance Technician (8006)
Bus Operator (8050)
Bus Stock Clerk 1 (8035)
Bus Stock Clerk 2 (8036)
Bus Technician (8007)
Guideway Inspection Specialist (8054)
MDT Currency Processor (8201)
MDT Parking Enforcement Specialist (8210)
Metromover Technician (8082)
Paratransit Service Clerk (8292)
Rail Electrician/Communications (8094)
Rail Electrician/Traction Power (8095)
Rail Electrician/Train Control (Obsolete 8092)
Rail Electrician/Vehicle (8093)
Rail Maintenance Clerk (8076)
Rail Maintenance Control Clerk (8077)
Rail Maintenance Worker (8063)
Rail Stock Clerk (8074)
Rail Structural Repairer (8065)
Rail Structural Inspection Specialist (8097)
Rail Technician/Communications (8062)
Rail Technician/Traction Power (8061)
Rail Technician/Train Control (8060)
Rail Vehicle Cleaner (8069)
Rail Vehicle Electrician Helper (8072)
Rail Vehicle Electronic Technician (8068)
Rail Vehicle Machinist (8056)
Rail Vehicle Mechanic Helper (8070)
Rail Vehicle Mechanic (8071)
Rail Vehicle Technician/ATP (8059)
Track Equipment Operator (8066)
Track Repairer (8064)
Train Operator (8073)
Transit Communications Technician 1 (8086)
Transit Communications Technician 2 (8087)
Transit Communications Technician 3 (8088)
Transit Communications Technician 4 (8089)
Transit Customer Representative (8150)
Transit Electronic Parts Specialist (8023)
Transit Electronic Technician (8083)

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Transit Electronic Technician/Radio (8084)
Transit Electronic Technician/Systems (8085)
Transit Electronic Technician/Laboratory (8052)
Transit Facilities Maintenance Control Clerk (8032)
Transit Facilities Mechanic (8021)
Transit Facilities Utility Repairer (8018)
Transit Information Clerk (8040)
Transit Painter (8019)
Transit Revenue Collector (8042)
Transit Welder (8022)

It is further agreed by both parties that as new or modified position classifications for "transit operating employees" for MDT are created by action of the Board of County Commissioners, the question of inclusion or exclusion if any within the Bargaining Unit shall be discussed by the parties and, if agreement cannot be reached, shall be resolved in accordance with Florida Collective Bargaining Law. The same procedure shall apply to new positions created by Miami-Dade County as a result of additions to the Transportation System to be implemented by Miami-Dade County.

Probationary and non-permanent employees shall continue to be governed by rules and regulations in effect prior to the execution of this Agreement and there shall be no change in any of the wages, hours, or terms and conditions of employment of such employees as a result of this Agreement unless such changes are specifically stated in this Agreement.

ARTICLE I.3 MEMBERSHIP IN ASSOCIATION OR UNION PERMITTED

Employees of MDT are not prohibited from holding membership in any association or union provided such association or union is operating in compliance with the laws of the State of Florida and does not assert a right to strike against the County. MDT or any of its officers or supervisors may not differentiate amongst, discriminate against, interfere with, restrain, or coerce employees because of membership or participation in the affairs of any association or union of their choosing.

It is agreed that there shall be no discrimination against an employee covered by this agreement by the Union or the County because of race, color, sex, creed, national origin, marital status, age, disability, sexual orientation, political affiliation, religion, membership in the Union, or for engaging in any lawful Union activities.

Written requests for cancellation of payroll deductions for Union dues will be honored by Miami-Dade County in accordance with legal requirements.

ARTICLE I.4 STRIKES AND LOCKOUTS

(a) It is agreed that during the term of this Agreement, there shall be no strike, slow down, cessation, or stoppage of any part of the County operation on the part of the Union, and no lockout on the part of the County for any cause whatsoever in accordance with this Agreement and the provisions of Florida Collective Bargaining Law (FS 447).

(b) The County agrees not to attempt to hold Local 291 or International Transport Workers Union financially responsible or bring suit for damages against either or both, for a work stoppage;

(1) Provided the Union immediately after learning of such work stoppage, notifies the County in writing and posts on the Union bulletin board, a notice that such work stoppage is not authorized, encouraged, supported, sanctioned, or condoned by the Union.

(2) Provided further that such work stoppage is not in fact authorized, encouraged, supported, sanctioned, or condoned by the Union.

(3) Provided further that the Union has used every reasonable means to prevent or terminate such action.

(c) It is expressly agreed by the parties hereto that nothing contained in this Agreement shall be construed or used to form the basis for a claimed breach of the Agreement to support any action for damages against the other party unless and until the party claiming the breach of this Agreement has notified the other party hereto in writing of the existence of such contention and the latter party has failed or refused to take immediate steps to correct the same.

ARTICLE I.5 CHECK OFF

The County agrees, in accordance with FS 447.303 to continue the present union check-off system whereby union dues, as established by the Union, will be withheld from the union members' pay at the

source in equal amounts from each biweekly pay. The County also agrees to a check-off for Union C.O.P.E. (Committee on Political Education) contributions whereby C.O.P.E. contributions, as established by the Union, will be withheld from the union members' pay at the source in equal amounts from each biweekly pay. Such withholding for union dues and C.O.P.E. are to be transmitted to the duly elected treasurer of the Union for the previous biweekly earnings, not later than ten (10) days from the date they were withheld. The Union will notify the County thirty (30) days prior to any changes in the dues structure and/or C.O.P.E. contributions.

ARTICLE I.6 WAGES

- First Year 2008 – 2009

Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall be required to contribute five percent (5%) of base wages from the time of ratification of this Agreement toward the cost of coverage for group health insurance. This provision shall supersede any conflicting provision of Article VII.16, Group Health Insurance.

- Second Year 2009 - 2010

Employees in bargaining unit classifications shall not receive a wage adjustment for fiscal year 2009-10.

- Third Year 2010 - 2011

Effective the beginning of the first pay period in July 2011, all employees in bargaining unit classifications shall receive a three percent (3%) wage increase.

For all employees hired into the County Service on or after October 13, 1992, the entrance pay rate for bargaining unit classifications shall be step 1 of the appropriate pay range. For such newly hired employees progression from step 1 to step 2 shall be after six (6) months (13 pay periods) for full-time employees or upon completion of 1,040 work hours for part-time employees, and shall also be contingent upon satisfactory performance. Progression from pay step 2 to the maximum pay step (step 9) in the pay range excluding longevity steps shall be at one (1) year (26 pay periods) intervals thereafter for full-time employees or upon completion of 2,080 work hours for part-time employees, and shall be contingent upon satisfactory performance.

Any employee who is promoted to another position within the bargaining unit, without first having to serve a trainee period, will immediately be paid at the appropriate promotional step, which is determined by date of hire: (1) prior to October 14, 1986; (2) on or after October 14, 1986, through October 12, 1992; inclusive; and (3) on or after October 13, 1992.

Employees originally and continuously hired prior to October 14, 1986, have a five (5) step salary range; steps five (5) through nine (9), exclusive of longevity steps. For such employees progression from step 5 to step 6 shall be after six (6) months (13 pay periods), and shall also be contingent upon satisfactory performance. Progression from pay step 6 to the maximum pay step (step 9) in the pay range excluding longevity steps shall be at one (1) year (26 pay periods) intervals thereafter, and shall be contingent upon satisfactory performance.

Employees originally and continuously hired on or after October 14, 1986, through October 12, 1992, inclusive, shall have an eight (8) step salary range; steps two (2) through nine (9) exclusive of longevity steps. For such employees' progression from step 2 to step 6 shall be at six (6) month (13 pay periods) intervals, and shall also be contingent upon satisfactory performance. Progression from pay step 6 to the maximum pay step nine (9) in the pay range excluding longevity steps shall be at one (1) year (26 pay periods) intervals thereafter, and shall be contingent upon satisfactory performance.

Effective upon ratification of this Agreement, progression from any one pay step to the next pay step, merit increases and longevity increases shall be suspended. Effective one year from ratification of this Agreement, progression from any one pay step to the next pay step, merit increases and longevity increases shall be automatically restored prospectively only.

Unless otherwise modified by this agreement, the pay range and step progression shall remain the same as provided in the 1990-1991 Miami-Dade County Pay Plan for bargaining unit employees hired prior to October 13, 1992. In the event the parties negotiate or the County Commission imposes a change in pay rates, the Pay Plan will be amended accordingly.

ARTICLE I.7 WORKING RULES AND REGULATIONS

The working rules and regulations as mutually agreed upon in these negotiations shall be a part of this Agreement and shall be as set forth in this Agreement.

Words used in these working rules in the singular number include the plural and in the plural number includes the singular. Words appearing in the male gender include the female and vice versa.

ARTICLE I.8 COMPLETE AGREEMENT

This Agreement is to be considered the full and complete Agreement between the County and the Union. This Agreement shall not be construed to deprive an employee of any benefits or protection granted by the applicable laws of the State of Florida, Federal laws (however, 13(c) Agreements shall not be considered in negotiations or impact this Agreement), Ordinances of Miami-Dade County, or rules and regulations of the Agency unless modified by this Agreement. During the life of this Agreement there shall be no obligation on the County or the Union to negotiate with respect to alteration, modification, or addition to this Agreement except as stated herein.

ARTICLE I.9 SEVERABILITY

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, governmental regulations or order, or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof and the same shall remain in full force and effect.

In the event a portion of this Agreement is declared invalid, the parties agree to meet immediately, and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. Negotiations would be limited to the portion(s) declared invalid.

ARTICLE I.10 OUTSIDE CONTRACTS

The County shall have the right to contract for outside work or services which in its sole judgment cannot be accomplished economically or effectively with its regular work force.

Except in emergencies or other situations of immediate need, whenever MDT is considering contracting out work of any kind it shall first discuss the intended contract with the Union in a regular or special Labor Management Committee meeting in which MDT shall discuss its reasons for the intended subcontracting. The Union may, within twenty (20) days or less if possible, propose an alternative plan by which the work may be done economically and efficiently by appropriate members of the Bargaining Unit. If the County agrees, it may accept the Union proposal on a trial basis, the length of which the County shall have the sole discretion to determine. Thereafter, if not satisfied with the results of the trial period, MDT shall have the sole discretion to modify or carry out its original intended contracting out. The intent of this provision is to enable the parties to discuss and attempt to agree upon a substitute plan for subcontracting without altering the County's discretion. The County agrees that the time set for a trial basis of an agreed proposal shall be adhered to except under emergency circumstances.

MDT will advise the Union of requests for bids which contain major labor elements relative to the maintenance of buses. A copy of such requisitions will be furnished to the Union.

Nothing in this article shall prevent the County from receiving the benefits of work or service available to it through and under warranty agreements and this article shall not apply to such warranty work and all claims thereunder or any extension thereof.

Nothing in this article shall limit the discretion of the County and MDT to take emergency action in accordance with ARTICLE III.10.

ARTICLE I.11 TERM OF AGREEMENT AND REOPENING

This Agreement shall be effective October 1, 2008, and shall remain in force through September 30, 2011, upon ratification by the parties.

In the event that during the term of this agreement (October 1, 2008, through September 30, 2011) another County collective bargaining unit successfully negotiates an across the board wage increase which is effective during the term of this agreement and is greater that the wage increase provided for under Article I.6, Wages, the Union will have the right to request the reopening of negotiations with respect to Article I.6, Wages, only. The County has the right to re-open this agreement to discuss issues related to the implementation of the Enterprise Resource Planning (ERP) for a new

countywide Human Resource (HR) System. The purpose of this re-opener is to be able to address changes in the business processes used to perform certain personnel and payroll transactions in order to adapt to the functional requirements of the new HR system. The County agrees that it cannot unilaterally implement changes that would conflict with the terms of this collective bargaining agreement.

During the term of this Agreement, the County shall have the right to reopen this Agreement with respect to performance based compensation projects, classification consolidation studies, or the County Pay Plan redesign. The County agrees that it cannot unilaterally implement changes that would conflict with the terms of this collective bargaining agreement.

Either party may require by written notice to the other between June 1, 2011, and not later than June 30, 2011, negotiations concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 2011.

ARTICLE I.12 PRINTING CONTRACT

MDT will print the collective bargaining agreement and give the TWU 4,000 copies.

ARTICLE II - DEFINITIONS

These working procedures contain words, phrases, and terms peculiar to transit operations. In construing these procedures where the context permits, the word, phrase, or term listed herein are defined as follows:

a) **"OPERATING DIVISION"** - A base of operation, including operating and maintenance personnel at one geographic location.

b) **"GENERAL LINE-UP – OPERATORS"** - Selection of work locations and work assignments to be held annually. Vacation selections for the succeeding year are to be made concurrent with the annual general line-up. Additional general line-ups may be scheduled prior to opening a new operating division.

c) **"OPERATING DIVISION LINE-UP – OPERATORS"** - Selection of work assignments to be held at individual operating divisions at intervals during year between General Line-ups. Line-ups at individual operating division may be scheduled to take effect independently of line-ups at other operating divisions.

d) **"EMERGENCY"** - A situation or occurrence of a serious nature, developing suddenly and unexpectedly, and demanding immediate action.

e) **"EXTRA BOARD"** - means the roster or list of all operators who by virtue of length of service, or by choice, do not have a regularly assigned run. Part-time operators shall not be considered extra-board operators.

f) **"EXTRA BOARD OPERATOR LINE-UPS"** - Additional selection of extra board positions held between operating division line-ups.

g) **"TIME SLOT EXTRA BOARD – OPERATORS"** - A list of extra board operators who have picked one report "time slot" and are assigned work in accordance with these rules.

h) **"AM REPORT EXTRA BOARD OPERATOR"** - A list of operators who select the AM report board for work when the first report leaves the garage prior to 12:00 Noon.

i) **"EXTRA LIST OPERATOR"** - A list of operators volunteering for additional work not included in their picked run or extra board assignment, including work on regular days off, in accordance with these rules.

j) **"RUN"** - A fixed work assignment selected at line-up time or assigned as provided in these rules.

k) **"STRAIGHT RUN"** - Piece of work that is on a fixed route or routes without interruption in paid work hours.

l) **"SPLIT RUN"** - A run consisting of two pieces of work which has intervening time unpaid up to 90 minutes and no less than 30 minutes.

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m) **"REGULAR RUN"** - A regular work assignment made up of one continuous work assignment or two separate parts which may be on two routes in accordance with these rules.

n) **"COMBINATION RUN"** - A run made up of two trippers in accordance with these rules.

o) **"OPEN RUNS"** - A regular assignment chosen by an operator at line-up and vacated between line-ups.

p) **"TRIPPER"** - A work assignment which starts and ends at the garage.

q) **"TEMPORARY RUN"** - A run expected to operate on an experimental basis for ninety (90) days or less. This work will be assigned to the Extra Board and can be discontinued at any time.

r) **"OPEN PIECE"** - A work assignment which includes at least one relief and is not included in a run.

s) **"CHARTER WORK"** - The operation of a bus between points chosen by the party making the charter and which bus does not operate over the fixed routes of the system.

t) **"REPORT"** - The appearance of a bus operator for the purpose of presenting himself for duty or duty assignment.

u) **"RELIEF"** - The release from duty of one bus operator by another by virtue of schedule or special instructions.

v) **"MISS-OUT"** - Failure of any operator to make a report or relief at the scheduled time and place and the operator does not report to the Dispatcher in person within two (2) hours of his report or relief time.

w) **"EXCUSED FROM WORK"** - Excused from work without penalty for an operator who has requested and received approval from the Dispatcher to forego his assignment.

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x) **"LATE REPORT"** - Failure of an operator to make a "report" or "relief" at the scheduled time and place, but reporting to the Dispatcher, in person, not more than two (2) hours later than the time scheduled.

y) **"PASS-UP OF RUN"** - An operator's election to work the Extra Board in preference to a regular run.

z) **"PENALTY REPORT"** - The required appearance of a bus operator before the Dispatcher at the garage for the purpose of working any available piece of work assigned as a penalty of having reported late.

aa) **"PIECE OF WORK"** - Runs or trippers operating over fixed routes but does not apply to "charter work."

bb) **"APPLICABLE HOURLY RATE"** - The rate of pay which applies to the specific work assignment being performed.

cc) **"REPORTING LOCATIONS"** - The site where an employee presents himself for work assignment.

dd) **"HABITUAL LATENESS"** - One who has formed a habit of reporting late for assignment as evidenced by the Individual Attendance Record.

ee) **"EXCESSIVE ABSENTEE"** - The parties recognize that recurring and excessive absenteeism is disruptive to MDT work schedules, detracts from service levels, and is costly to MDT. It is further recognized that employees are expected to be able and available for work when scheduled. An excess absentee is one whose attendance record reflects continuing, chronic absences which hinder the regular operation of MDT.

ff) **"DAYS"** - Unless specified otherwise in the Agreement, shall mean calendar days.

gg) **"OPERATING DIVISION LINE-UP – MAINTENANCE"** - Selection of work assignments to be held at individual garages at intervals during year between general line-up. Line-ups at individual garages may be scheduled to take effect independently of line-ups at other garages.

hh) **"GENERAL LINE-UP – MAINTENANCE"** - Selection of work locations and work assignments to be held annually. Vacation selections for the succeeding year are to be made concurrent with the general line-up. Additional general line-up may be scheduled prior to opening of new operating base.

ii) **"LINE-UP - INFORMATION CLERKS"** - Selection of work assignments on a seniority basis twice a year and such assignments shall remain in effect until the next succeeding line-up.

jj) **"LINE-UP"** - The periodic opportunity for selection of work assignment in order of length of service in each classification.

kk) **"SEPARATE MANUAL ON JOB CLASSIFICATION"** - A manual on job classification is maintained in the Personnel Office, Superintendent's Office and the Union Office.

ll) **"ROUTE OR SECTION LINE-UP – OPERATORS"** - Selection of work assignments to be held for an individual route or a group of routes which may be smaller than a division. This type of line-up may take place at any time deemed necessary, independent of any other line-up.

mm) **"DECLARED EMERGENCY"** - An emergency declared by the County Manager or his designee.

nn) **"HORSEPLAY"** - Rough, coarse, boisterous or rude play.

ARTICLE III - GENERAL WORKING CONDITIONS

ARTICLE III.1 LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-management Committee consisting of members designated by the Union and the MDT Director.

The Labor-management Committee shall meet on a monthly basis or at other times by mutual consent. These meetings shall be held during working hours, without loss of pay to Union

representatives, who are not on leave of absence under Article III.2 hereof. Committee members who attend these meetings will not be required to report to their regular assignments that day. Committee members, who are off-duty on the day Labor Management meeting is held, will receive an alternate day off not later than the end of the pay period subsequent to the one in which the meeting was held.

The purpose of these meetings will be to discuss subjects of mutual concern and interest. The meetings should aim to solve or avoid problems, build mutual trust and respect, and improve communications and employee morale. The Labor-management Committee shall have as its specific mission to:

1) Identify cost savings system-wide.

2) Evaluate all work before it is contracted out to insure we do not have the capabilities of performing the work in-house. This evaluation process shall not exceed thirty (30) calendar days. Emergency requests as defined in Article II (d) may be acted upon immediately by MDT.

3) Develop an attendance improvement plan.

4) Other problems of mutual concern.

Each party will exchange an agenda of topics to be discussed at least five (5) calendar days prior to the scheduled meeting. Only subjects appearing on the agenda will be discussed unless business of an emergency nature is added by mutual consent.

The discussion of subjects under dispute through a formal grievance will be excluded, and will be handled as set forth in the parties' grievance and arbitration process.

Within the authority of the representatives, both parties will make every effort to implement any agreement or plan which results from these meetings. If unable to implement, the representatives will make appropriate recommendations to the County Manager or his assistant assigned to oversee MDT.

ARTICLE III.2 AUTHORIZED LEAVE FOR UNION ACTIVITY

A. **Leave of absence without pay** may be granted to a permanent employee for the purpose of accepting a position with the Union representing the employees of MDT. Full-time union officials granted an extended leave of absence shall be considered in pay status for Longevity Bonus Award purposes, as provided in Article VII.2B herein. This shall apply retroactively.

B. **Employees Conducting Union Business** – The Union President will continue to be released from duty with pay to administer this Agreement. Except for full-time Union officials granted an extended leave of absence, employees given time off to conduct Union business will be considered in pay status, provided the Union verifies in writing the names, dates and hours for such persons and reimburses MDT for all salaries paid. Effective upon ratification of this Agreement by the Board of County Commissioners, the Union President and any additional employees released from duty with pay to administer this Agreement, including full-time stewards, shall receive while on such release, performance evaluations containing no more than an overall rating, which rating shall reflect the average of the three overall evaluation ratings received prior to serving in such capacity.

Daily Overtime - If an employee is booked off for TWU business for the entire day, the employee will be paid his regular day's pay which will then be billed to the Union.

If an employee, who has a five-day work week, is booked off for TWU business for part of the day and then works beyond the eighth hour (those with a four-day work week the 10th hour), the overtime premium will be paid by the party for whom the employee is working the overtime.

Weekly Overtime - If an employee conducts union business on his off day, then MDT will make no payment, nor charge TWU for this time.

If an employee performs his job duties on his off day, and earns premium pay by doing so, then MDT shall pay the overtime premium, regardless of whether the employee has booked off for TWU during his regular days on.

Contract Negotiations - MDT shall pay for up to seven (7) bargaining unit members (other than the chief shop stewards) to attend labor contract negotiating sessions. Employees will be paid for time in attendance at the meetings, plus appropriate travel time if they are traveling

from or returning to work before or after the meeting.

C. **Union Time Pool** - Each Bargaining Unit employee shall be allowed to voluntarily contribute to the pool, at the end of their leave year prior to conversion, one of the first six days of unused sick leave earned during the leave year. Employees who have used the first six days of sick leave during their leave year may contribute a day of earned annual leave. Employees shall also be allowed to voluntarily contribute all annual leave in excess of the maximum accrual. Each day contributed to the pool will be converted to the equivalent dollar value based on an employee's end of leave year base hourly pay rate.

The time in the pool may be utilized by elected and appointed officials of the Union, (excluding the President), and other bargaining unit employees designated by the Union President. When a day is used by a bus operator or train operator their regular run will be paid. All other bargaining unit employees, who have a five-day work week, will be paid for eight (8) hours for each full day used, (ten (10) hours for those with a four-day work week). If the number of hours used by an employee is less than a full day, the charge to the Union Time Pool will be on an hour for hour basis.

Each employee who wishes to donate time to the Union Time Pool will use a Time Pool donation form which will be provided by MDT. This form shall include language releasing MDT and/or Dade County from any and all liability to pay for any time contributed by the employee to the Union Time Pool. All requests for payments to be made from the Union Time Pool shall be made on the forms provided by MDT. Such forms shall be signed by the bargaining unit employee and the Union President or his designee.

Employees shall be released from duty for Union pool time only if the needs of MDT permit but such release shall not be unreasonably denied. If MDT determines an employee cannot be released at the time desired, the Union may request an alternate employee be released from duty during the desired time. All applicable rules, regulations, and orders shall apply to any person on Union Time Pool release. Violation of such rules shall subject the employee to the regular disciplinary process. When reporting an employee's absence as a result of utilizing the Union Time Pool, the attendance record shall reflect: Union Activity (Y).

Any injury received or any accident incurred by an employee whose time is being paid for by the Union Time Pool, or while engaged in activities paid for by the Union Time Pool, shall not be

considered to have sustained an on-the-job injury, nor shall such injury or accident be considered to have been incurred in the course or scope of his employment by MDT or Miami-Dade County, within the meaning of Chapter 440, Florida Statutes as amended.

MDT and/or Miami-Dade County reserve the right to rescind the provisions of this Article in the event any portion of the Article is found to be illegal.

The Union agrees to indemnify and hold MDT and the County harmless against any and all claims, suits, orders, or judgments brought or issued against MDT or the County as a result of any action taken or not taken by the County or MDT under the provisions of this Article.

This Article shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE III.3 STEWARDS

The Union has the right to select employees from within the Bargaining Unit, as herein defined, to act as Union Stewards. The names of employees selected shall be certified, in writing, to MDT by the Union. It is agreed to and understood by the Union that Union Stewards shall process grievances and conduct their other duties in such a manner as to not disrupt normal MDT activities, work production, and services as follows:

(a) One bus operator at each existing, (Central, Northeast, Northwest, Coral Way), and any other newly created Transit division as full-time stewards five (5) days per week. Payment shall be equivalent to the amount paid for the run with the highest platform hours available to bus operators at their existing or newly created division during each line-up period, with the exception of the Central Division. The steward assigned to the Central Division shall serve as the Chief Bus Operations Shop Steward and shall be paid the equivalent of the highest platform hours available to all MDT bus operators.

(b) One bus maintenance employee on first shift at each existing (Central O & I, Major Overhaul, Northeast, Northwest, Coral Way) and any other newly created Transit division as full-time stewards, five (5) days per week. In addition to the standard forty (40) hour work week, as a result of the elimination of part-time stewards and to facilitate effective shift coverage, bus maintenance stewards shall receive one (1) hour of daily overtime pay (with the exception of the Central O & I steward who shall be paid 50 hours per week. Payment for any hours over forty (40) per week shall be at the applicable rate.

(c) One rail employee as full-time steward, five (5) days per week. Payment shall be equivalent to that amount paid for the run with the highest platform hours during each line-up period.

(d) One rail employee (Maintenance/Mover) as full-time steward, five (5) days per week. In addition to the standard forty (40) hour work week, to facilitate effective shift coverage, the rail maintenance/mover steward shall receive one (1) hour of daily overtime pay. Payment for any hours over forty (40) per week shall be at the applicable rate. It is noted that the two (2) full-time rail stewards will share office space.

(e) One Field Engineering Systems Maintenance (FESM) employee on first shift as full-time steward five (5) days per week. In addition to the standard forty (40) hour work week, to facilitate effective shift coverage, the FESM steward shall receive one (1) hour of daily overtime pay. Payment for any hours over forty (40) per week shall be at the applicable rate.

(f) One Transit Revenue Collector (TRC) employee on first shift as full-time steward five (5) days per week. In addition to the standard forty (40) hour work week, to facilitate effective shift coverage, the TRC steward shall receive one (1) hour of daily overtime pay. Payment for any hours over forty (40) per week shall be at the applicable rate.

(g) One Transit Information Clerk per shift who may spend up to two (2) hours per working day, if needed. If approved by the supervisor, additional time may be used to hear grievances. Employees will punch in and out on back of time card to note time used for steward duties.

(h) If it is necessary for a shop steward to attend a Labor Management Meeting, this would be allowed to exceed the stated hours. Such attendance shall be by mutual agreement of MDT and the Union.

ARTICLE III.4 GRIEVANCE PROCEDURE AND IMPARTIAL ARBITRATION

A "grievance" is hereby defined to be a complaint on the part of an employee or groups of such employees or the Union that there is a dispute regarding the compliance with, or interpretation, or application of any of the provisions of this Agreement or of any written working conditions, rules, or resolutions of the County governing or affecting its employees, or any working conditions that might adversely affect the health or safety of employees. Such grievances of employees shall be processed and settled as provided in this Agreement.

Written reprimands, counselings, position classifications, classifications appeals, job description appeals, performance evaluation appeals, disability determinations, and similar matters for which other appellate procedures are provided in the Code of Miami-Dade County, Florida and/or County Personnel Rules or other provisions of this Agreement are not subject to review as grievances and are not arbitrable. Employee appeal procedures currently in effect with Miami-Dade Transit shall be preserved.

ARTICLE III.5 UNION TO BE NOTIFIED UPON FILING OF GRIEVANCE AND GRIEVANCE PROCEDURE

When grievances or complaints arise on the part of any employee or group of such employees that there is a dispute regarding the compliance with, or interpretation or application of any of the provisions of any written working condition or rule governing or affecting its employees, or any working conditions that might adversely affect the health or safety of employees such grievance of employees shall be processed and settled as hereinafter provided.

(a) Grievance Procedure:

Step 1 Any employee, within ten (10) calendar days after the occurrence or knowledge of the event complained of, may submit in writing, through the Union, a grievance, other than a complaint as to a run or work schedule, to the superintendent of the unit, section, or division in which the grievance arose, or to such other member of the supervisory staff as shall have been previously designated to hold Step 1 hearing for that particular unit, section, or division. Such superintendent or such other designated member of the supervisory staff shall set the time and place and hear grievances within seven (7) calendar days after receipt. The complaining employee may attend the hearing and shall be heard personally or through the designated representative of the Union. (The Union attorney shall be considered a representative of the Union.) Within seven (7) calendar days after the hearing, said superintendent or other member of the supervisory staff conducting the hearing shall furnish the complaining employee and his Union representative, with his written decision, and shall file a copy thereof with the head of the division and with MDT's Director or his designee. Where such superintendent or other member of the supervisory staff designated to hear grievances at Step 1 determines that a grievance requires immediate action, the hearing may be held on notice.

Step 2 At any time within seven (7) calendar days after the decision at Step 1 is made; the employee through his Union may appeal from that decision to the head of the division in which the grievance arose. Such appeal shall be in writing and shall be heard by the head of the division, or his designee, within seven (7) calendar days after receipt of the appeal. Notice of the hearing shall be given to the Union and the employee, who shall attend and be heard. The division head, or his designee, within seven (7) calendar days after the hearing shall deliver his written decision to the employee and his Union representative, and shall file a copy thereof with MDT's Director or his designee.

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Step 3 At any time within seven (7) calendar days after a decision is made at Step 2; the employee through his Union representative, may appeal to the Director or his designee. This appeal shall be in writing on forms provided by MDTA. The Director or his designee shall conduct a hearing on the grievance within seven (7) calendar days after the receipt of the appeal, and the Union and employee shall be given notice thereof and shall be heard. The hearing may be adjourned from time to time by mutual agreement. Within ten (10) calendar days after the close of the hearing, the Director or his designee shall provide the employee, and the Union with his decision in writing.

The Director or his designee may intervene in matters within his jurisdiction at any point in Step 1 and 2 and assume jurisdiction over a grievance.

The President of the Union or his designee and/or Union Attorney shall have the right to file grievances directly at Step 2 by submitting same in writing to the MDT Division Director's office. In such instances the President (or the person designated by him) shall have up to ten (10) working days to expedite a grievance to Step 2 and the Division Director or his designee shall have ten (10) working days to set a hearing.

The President of the Union or his designee and/or Union Attorney shall have the right to file grievances directly at Step 3 by submitting same in writing to the MDT Director's office. In such instances the President (or the person designated by him) shall have up to ten (10) working days to expedite a grievance to Step 3 and the Director or his designee shall have ten (10) working days to set a hearing.

(b) Impartial Arbitration:

If a grievance as defined in ARTICLE III.4 has not been satisfactorily resolved within the grievance procedure, the Union may request arbitration in writing to the Director of Labor Management no later than fifteen (15) working days after the director's or his designee's response is due in Step 3 of the grievance procedure.

The Director shall set up machinery to implement arbitration within fifteen (15) working days after receiving such request to arbitrate. The parties to this Agreement will attempt to mutually agree upon an independent arbitrator. If this cannot be done within five (5) working days, an arbitrator will be

selected in accordance with the selection criteria of the American Arbitration Association. The sole function of that body being to assist in the selection of the arbitrator. In the event the arbitrator or arbitrators selected do not conduct the hearing within sixty (60) days of his or their appointment, either party hereto shall have the right to demand the selection of a new arbitrator or arbitrators.

It is contemplated that MDT and the Union shall mutually agree in writing as to the statement of the matter to be arbitrated, two weeks prior to a hearing. When and if this is done, the arbitrator shall confine this decision to the particular matter thus specified.

In the event of failure of the parties to so agree on a statement of issue to be submitted, each party shall submit its own statement of the issue and shall exchange such statements two weeks prior to the hearing and said issue shall be finally formed by the arbitrator.

If the grievant attends a hearing which is during his scheduled work hours he shall do so without loss of pay. If the grievant attends a hearing on his day off, he shall not be paid or receive time off.

The arbitration shall be conducted as set forth in this Agreement, and not under the rules of the American Arbitration Association. Subject to the following the arbitrator shall have jurisdiction and authority to decide a grievance as defined in ARTICLE III.4 and to force compliance with the terms and conditions of the Agreement.

(1) The arbitrator shall have no authority to change, ignore, amend, add to, modify or subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.

(2) The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in ARTICLE III.4, or which is not specifically covered by this Agreement.

The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual or existing.

Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing and shall be final and binding upon both parties.

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Each party shall bear the expense of its own witnesses and of its own representatives. The parties shall bear equally the expense of the impartial arbitration.

ARTICLE III.6 DISCIPLINARY ACTION

Charges For Disciplinary Offense - When charges are to be made against an employee the following procedures shall govern:

(1) Management shall not bring any charges which may result in disciplinary action against any employee unless such specific charges are made or recorded in writing at the MDT Complex.

(2) Management shall not take disciplinary action or bring such charges against any employee without first affording the employee and the Union the opportunity to read such charges and have a copy thereof forty-eight (48) hours prior to a hearing (excluding Saturdays, Sundays, holidays, and days-off).

(3) Counseling procedures shall be utilized to afford employee and Union the opportunity to correct unsatisfactory conduct or performance.

(4) All disciplinary actions relating to dismissal, demotion and suspensions shall be in accordance with the Code and Personnel Rules of Miami-Dade County and shall be excluded from the grievance procedures and arbitration provisions of this Agreement. Uninvestigated or uncorroborated complaints shall not form the basis of disciplinary charges, nor be offered in evidence in support thereof.

The Union will have the option, on behalf of a permanent status bargaining unit employee, to appeal the disciplinary actions of dismissal, demotion and suspension by utilizing the arbitration procedure contained in Article III.4 (b) of this Agreement. The Union shall notify the Director of Labor Management in writing no later than fourteen (14) calendar days from the employee's receipt of the disciplinary action of its decision on whether to exercise the option of appealing through the arbitration procedure or request an appeal in accordance with Section 2-47 of the Code of Miami-Dade County. The Union's choice between the arbitration procedure or the Code provision under Section 2-47, once made, shall not be subject to change. In the case

where the Union does not timely notify the County or chooses not to select the arbitration procedure, then the disciplinary appeal provisions under 2-47 of the Code of Miami-Dade County shall prevail and be utilized if a timely appeal is requested. In the event the Union selects the option to appeal a demotion or suspension under the arbitration procedure then the provisions of 2-47 of the Code will not be applicable.

(5) Allegations by passengers of misconduct by employees shall be removed from the files after annual evaluations have been completed, provided such evaluations are satisfactory and provided that disciplinary action was not imposed pertaining thereto.

(6) If an employee attends a disciplinary hearing under County Code during scheduled work hours, he shall do so without loss of pay. If the employee attends a hearing on his day off or on time off, he shall not be paid, provided that, if final action results in any modification of penalty, the employee shall be paid for time in attendance at the hearing at his regular hourly rate.

ARTICLE III.7 WORK OUT OF CLASSIFICATION

Should the occasion arise where it becomes necessary or expedient to temporarily assign an employee to perform duties outside of his classification, the assignment of such an employee shall be governed by the following considerations:

a) An employee of a lower classification when required to assume the duties of a higher classification will receive a one (1) pay step increase for any day so assigned except that if such employee is selected from an eligibility list (based on testing) or a list based on acceptable experience rating, such employee shall be paid on the same basis as if promoted. Employees working out of classification not selected from an eligibility list shall, after five (5) consecutive working days, will receive a one (1) pay step increase. The maximum out of class compensation shall be limited to two (2) pay periods unless specifically approved by the department director and the Employee Relations Department.

b) An employee of one classification, when required to assume the duties of a lower classification, shall receive his regular rate of pay and shall not suffer any reduction in pay or benefit thereby, unless light duty provisions of ARTICLE III.7 (f) apply.

c) Whenever possible and practicable an employee of one classification assigned to work in another classification shall be an employee who would have been selected to fill that position if a vacancy had existed; provided however, should such an employee decline the assignment, management may make successive choice until the assignment is filled. If necessary, reverse seniority will be used.

d) Formal on the job training procedures as they relate to paragraphs (a), (b), and (c) above shall be an item for the Labor-management Committee once the format for the program is worked out and shall be implemented by Administrative Order.

e) An employee returning from Disability Leave who has been certified for "light duty" can be assigned work in any open position within the Bargaining Unit or such special assignment as he is physically capable of performing until such time as he is cleared to return to duty in his regular classification. Such employee shall be paid for actual hours worked and shall not be eligible for overtime work.

MDT will make a reasonable effort to place employees who are on service connected disability leave in such light duty assignments.

f) An employee returning from Sick Leave who has been certified by a physician for "light duty" may be assigned, at MDT's discretion, to such special assignment as he is physically capable of performing until such time as he is cleared by an Agency approved physician to return to duty in his regular classification. Such employee shall be paid for actual hours worked at the rate of 10% less than his regular hourly rate and shall not be eligible for overtime work.

g) Leadworkers shall not serve as Raters on Dade County performance evaluation reports of other employees. Leadworkers shall be selected according to seniority and qualifications. Qualifications will be determined by MDT. If requested, the Union will be given the reasons for an employee not meeting qualifications.

h) It is understood by the parties, that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally. Within job descriptions, MDT may assign tasks and duties which involve minor and occasional variations from the job descriptions to employees as long as the tasks and duties assigned fall within skills and other factors common to the classification.

ARTICLE III.8 PROBATIONARY PERIOD

All full-time classified service bargaining unit employees hired, promoted or transferred into bargaining unit classifications shall serve a twenty six (26) pay period one year probationary period.

Any time during the probationary period the department head may dismiss any employee whose performance does not meet the required standards. Such employees shall have no right to appeal, under the Personnel Section of the Miami-Dade County Code, Section 2-47.

ARTICLE III.9 APPEARANCES IN COURT AND JURY DUTY, ETC.

All employees who are required to attend court as witness for MDT or when subpoenaed by the Court as a witness to testify concerning an accident in which MDT's equipment is involved or who are required to report to the G.S.A. Risk Management Division or Court on their day off shall follow the procedures and receive the allowances hereinafter set forth:

(a) **As Witness Or Defendant** - will be paid by MDT for the time spent at the applicable hourly rate of pay they worked at their regular employment. In addition, he shall receive required and necessary travel time if court appearance or Risk Management Division appearance is required on employee's regular day off. When an employee is subpoenaed as a witness by the Court, or caused to appear in Court concerning an accident, disturbance, or other matter which occurred while working for MDT which resulted in their being apprehended or given a summons then, in that event, such employee shall not receive any pay from MDT if he is found guilty. If he is found not guilty, or if the case is dismissed for any reason, then MDT shall pay him at his applicable rate.

There shall be a twenty-four (24) hour prior notice in all such appearances, i.e., court appearance and depositions. Any operator or train operator required to make an appearance in court other than apprehended or given a summons as mentioned above, will upon notice be relieved by another operator or train operator.

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(b) **As A Juror** - any employee called to serve jury duty will be paid by MDT for the time justifiably lost, at the regular hourly rate of pay he would have received had he worked at his regular employment provided he does not volunteer for jury duty, and provided that he notifies his immediate supervisor promptly after receipt of summons for jury duty and immediately following release from such jury duty. Any employee who is called to jury duty and is selected to serve will not report for work on such day or days. In the event that on reporting he is recalled the same day for another jury selection, it will be treated in the same manner.

Any employee who is scheduled to work after 10:00 P.M. will be required to work the day prior to reporting for jury duty, but will be relieved and in the garage or work location by 10:00 P.M. Any P.M. employee relieved from jury duty by 10:00 A.M. will be required to pull his regular assignment except as provided in the preceding paragraph. Any employee, who has a five day work week, that serves as a juror on his regular day(s) off shall be guaranteed another day off or two (2) consecutive days off (provided both days off were spent on jury duty) or be compensated at double time for his/her next two (2) regular work days. Any employee, who has a four day work week, that serves as a juror on his regular day(s) off shall be guaranteed another day(s) off, or two consecutive days off (provided two days off were spent on jury duty) or three days off (two consecutive days off but the third would not necessarily be consecutive to the first two days, provided three days were spent on jury duty) or be compensated at double time for his/her next regular work days, as applicable. The alternative days off must be taken not later than the end of the pay period subsequent to the one in which jury duty was served.

(c) **Risk Management Division And Court Time Allowance** - Risk Management Division and court time allowances shall be governed by the following procedures:

(1) Every reasonable effort will be made to schedule employees required to report to the Risk Management Division on their work days.

(2) Employees who are required by MDT or the County to report to the Risk Management Division or court on their day off, shall be compensated at his applicable rate of pay for all time spent, with a minimum of four (4) hours pay.

(3) Employees who are required by MDT or the County to report to the Risk Management Division or court at a time when they are scheduled to work shall be allowed time equal to actual work time lost.

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(4) Time allowances granted in accordance with ARTICLE III.9(c) paragraphs 2 and 3 shall be compensated at the applicable rate of pay.

(5) If the employee is required to report before his scheduled work period or is held beyond the end of his scheduled work period, he shall be allowed additional time at his applicable rate of pay for the actual time held over.

(d) **Traffic Citations** - Employees who receive specified traffic citations while operating County equipment in the course of their employment will be represented in court by MDT in the following circumstances:

Upon receiving a citation as a result of involvement in an accident.

Upon receiving a citation for the condition of the vehicle they are operating or from following established MDT rules and procedures.

Employees will not be represented for normal moving violations such as speeding, passing stop signs and red lights, improper lane changes, etc.

Requests to the County Attorney's Office for representation shall be made through the Division Superintendent. The traffic citation must be attached to a report completed on a standard Incident Report form not later than twenty four (24) hours following the issuance of the citation.

Division Superintendents will review the particulars surrounding the issuance of traffic citations for condition of the vehicle or from following established MDT rules and procedures, and then make a recommendation, for representation, to the County Attorney's Office.

In any instance where the County Attorney's Office will represent the operator or in court the Division Superintendent will forward the citation and the Incident Report to the County Attorney's Office. The County Attorney's Office will request a hearing and file a written appearance and a not guilty plea.

Notices of trial in Traffic Court are generally received by the operator (at his/her home) two to three weeks in advance of the trial date. These notices must be forwarded to the County Attorney's Office immediately so that an appearance by an attorney may be scheduled.

MDT cannot assure representation unless the Notices of Trial are received in the County Attorney's Office at least five (5) days in advance of the trial date.

ARTICLE III.10 EMERGENCY PROCEDURES - DISASTER

In the event of any natural disaster such as hurricanes, floods, or other Acts of God or civil disturbance which are of such intensity and scope as to disrupt the normal life of the community and require the cancellation of regular rail and/or bus service, the following prescribed procedures will be in force for the duration of such emergency:

a) **Notification And Relief From Duty** - Unless and until notified by personal contact or public notice that all runs are canceled, shops are shut down or offices closed, all MDT personnel will report for work at their regularly scheduled times and places, or, in the event they are already at work, continue to perform their duties until properly relieved.

b) **Compensation For Lost Time** - In the event that all runs are canceled, shops are shut down, and offices closed as a direct result of the emergency, MDT personnel so entitled will be paid for the time lost up to an amount equal to one (1) scheduled day's work. Should the emergency extend beyond a normal operating day, personnel so entitled will be permitted thereafter to draw upon accumulated annual leave time until the emergency is declared ended.

c) **Lost Time Pay Computation** - Pay for lost time described in subsection (b) above shall be at the employee's base hourly rate for his normal assignment, except that extra board bus operators and extra board train operators shall be paid only for each hour lost up to an amount equal to one day's pay under the minimum guarantee provided in ARTICLE VII.3.

d) **Emergency Work Volunteer Roll** - MDT shall maintain a roll of all personnel volunteering to work during emergencies. Priority on the list will be maintained by classification in order of enrollment.

e) **Emergency Work Payment** - All personnel assigned to work and who actually work or standby at their garage or work location during the period of an emergency shall be paid at the regular base rate plus lost time pay as provided in (b) above.

f) **Duty of Transit Operating Personnel** - It shall be the duty of each and every Bus Operator and shop and garage employee, when given either personal or public notice following service cancellation as a result of a natural disaster, to report to the dispatcher or supervisor at his garage or work location ready for work. The notice shall contain instructions for AM and PM shift employees.

g) **Restoration of Service** - Following a natural disaster, service will be restored as conditions permit. During the restoration period, work will be scheduled and dispatched solely at the discretion of the dispatcher.

h) **Compensation - Transit Operating Personnel** - Every employee reporting for work pursuant to ARTICLE III.10(f) shall be guaranteed a minimum of two hours pay at his base hourly rate, provided however, should the dispatcher request an operator to stand by for a period in excess of two hours, the operator shall be paid for such additional time.

ARTICLE III.11 INSTRUCTIONAL CLASSES

Special instructional classes will be conducted by MDT whenever it is deemed to be in the best interest of the transit system or the individual employees.

(a) **Bus Transportation** - There shall be no less than two instructional classes per year conducted by MDTA. Mandatory attendance will be required of all affected operating personnel. These instructional classes shall be MDT's continuing education program of the routes, zone fares, transfers, and other procedures, old and new, of the transit system. Attendance at the mandatory sessions above described will be compensated for at applicable rate of pay. Training time is considered work time. When optional instruction is offered to off-duty employees for the purpose of aiding the employee to improve his individual skills or for the purpose of providing him an opportunity to receive special instruction in lieu of disciplinary action, no compensation will be paid for attendance. MDT shall discuss this option with the Union prior to its implementation.

(b) **Maintenance** - When mandatory attendance is required of a Maintenance Division employee for the purpose of instruction to improve his individual skill and opportunity for advancement, such employee will be compensated at his applicable rate of pay. There shall be at least one instructional class per year. Labor-management Committee may review and update procedures. Training time is considered work time.

(c) When **optional instruction** is offered to off-duty employees for the purpose of aiding the employee to improve his individual skills, or for the purpose of providing him an opportunity to receive special instruction in lieu of disciplinary action, no compensation will be paid for attendance. MDT shall discuss this option with the Union prior to its implementation.

ARTICLE III.12 SAFETY

There shall be a safety committee established to review and study working procedures and make recommendations to MDT on working procedures. The committee's recommendations shall include suggested written procedures for each division which will maximize safety and minimize risk to the employee and MDT property. Included in the committee's report will be itemizations of safety equipment and/or equipment which will allow a job to be performed in a safe manner. All recommendations shall be in writing to MDT.

MDT may accept, modify or reject specific recommendations but will endeavor to take appropriate action to improve conditions reported by the safety committee. The Committee will meet on a monthly basis. Minutes will be kept of each meeting.

The Union and Management will mutually agree on the number of members to serve and will name their designees. Committee members shall serve without loss of pay. Time spent on committee business shall be considered work time and paid as such.

In the event MDT does not adopt the report in full or modifies the recommendations, the changes will be an agenda item at the next scheduled Labor-management meeting.

ARTICLE III.13 MEDICAL EXAMINATION

Physical examinations shall be required for all Bus Operators and Train Operators every two years. The County, when it deems an employee mentally or physically unable to perform his normal duties or light duty assignments, may, in its discretion, arrange at its own expense for the medical examination of any employee on his regular scheduled work day, and to rely upon such medical report with respect to the continuance of such employee in the County's employment.

The Department shall have the right to require toxicology and alcohol testing as part of any provided physical examination. The County Manager agrees to maintain reasonable procedures.

Whenever possible, the employee is to be notified in writing with copies to the Union at least five (5) days prior to the scheduled appointment. In any event, both the employee and the Union will be notified prior to the employee's appointment. Before any action is taken, however, upon such report, if the employee requests another examination within two (2) office work days after notification to him, then a second examination will be made by another doctor selected by the employee. If the doctor selected by the County and the doctor selected by the employee do not agree as to such employee's physical fitness, then the two doctors so chosen to select a third doctor to make an examination and the majority report of said doctors shall govern and be binding in that particular respect.

MDT agrees to consult with the TWU in regard to establishing a program to assist employees in overcoming stress related illness.

Any employee who suffers from alcoholism and recognizes his problem of alcohol abuse; and wishes and agrees to obtain treatment for alcoholism shall suffer no disciplinary action or discharge as a result of his admission and recognition of his alcoholism; provided:

(1) He obtains treatment through professional counseling membership in Alcoholics Anonymous, and/or other recognized treatment methods.

(2) He successfully controls his alcoholism as a result of treatment.

(3) This section shall not convey the right of an employee to raise alcoholism as a defense to the commission of an act resulting in disciplinary action.

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The Union agrees that the County may, to the extent necessary to obtain Federal funding, institute procedures to comply with the United States Department of Transportation Regulations for Control of Drug Use in Mass Transportation Operations provided, however, that by agreeing to the institution of such procedures as are necessary to comply with Federal regulations implemented by the Department of Transportation or the Urban Mass Transportation Administration in this contract, the Union does not waive its right to challenge the validity of those regulations by filing an action or actions against the Secretary of Transportation or any other non-County authority responsible for the promulgation of the Federal regulations.

ARTICLE III.14 BULLETIN BOARDS

MDT shall provide locked glass covered bulletin boards in each reporting location which may be used to post any information considered pertinent to the affairs of MDT and its employees and the Union. There shall be a section of each bulletin board reserved for Union affairs.

ARTICLE III.15 FREE TRANSPORTATION

The County will grant all employees in the Bargaining Unit free transportation on all Agency fixed route service. Suitable identification shall be designated and provided by the County. Such ID shall be carried at all times while on duty or upon MDT premises and shall be displayed upon the request of any supervisor or security personnel (including security guards).

Employees shall not permit any other person to carry his MDT pass or make use of it. In the event an employee loses his pass, he shall immediately report the loss to his supervisor. There will be a minimum wait of thirty (30) days before a new pass can be issued.

No unauthorized personnel shall be permitted aboard a bus or train, or be transported off route or off schedule at any time unless prior clearance has been received from a dispatcher or supervisor.

Upon retirement from the County service, all bargaining unit employees who retire under the Florida Retirement System (including disability retirement) shall receive a free lifetime MDT fixed route service pass and his or her spouse will also receive a free lifetime MDT fixed route service pass.

ARTICLE III.16 PERSONAL APPEARANCE

Cleanliness and neatness are required at all times. An Operator's or Train Operator's uniform must be clean, pressed, brushed and in good repair at all times; shoes must be shined. Employee's hair, mustache, and beard must be well groomed or employees who do not have mustache or beard must be clean shaven. The wearing of non-uniform apparel will not be permitted, except during cold weather when employees will be permitted to wear a non-uniform jacket or coat.

ARTICLE III.17 PERSONAL HABITS

The following described acts are not permissible and are causes for disciplinary action up to and including dismissal:

(a) Use of intoxicating liquors, narcotics or controlled substance of any kind (excluding doctors' prescriptions) while on duty or reporting for duty in uniform while under the influence of liquors, narcotics or controlled substance of any kind (excluding doctors' prescriptions). Employees suspected by supervisory personnel to be under the influence of liquors, narcotics or controlled substance of any kind (excluding doctors' prescriptions), while on duty or reporting for duty, may upon authorization of a superintendent level employee, be required to undergo a blood and urine test or any other test developed to determine alcohol or narcotic content, at the discretion of MDT.

(b) Gambling in any form upon MDT's premises.

(c) Smoking and other uses of tobacco while on duty except in places or at times designated for that purpose by MDT.

(d) Carrying of pistols, firearms or concealed weapons while on duty or on MDT premises.

(e) Resorting to physical violence to settle a dispute with a fellow employee or the general public while on duty or on MDT's premises. In self defense an employee may use no more force than is reasonably necessary.

(f) Spitting in prohibited places or any other unsanitary practices upon MDT's premises or equipment.

(g) Use of loud, indecent, or profane language and/or making threatening or obscene gestures toward passengers or other MDT employees.

ARTICLE III.18 RESPONSIBILITY FOR PROPERTY

All property issued to the individual employee for the performance of his duties shall remain the property of MDT and shall be surrendered upon request or replaced by the employee in the event of damage or loss except as provided herein. Loss or damage of any County property must be immediately reported by the employee to his supervisor.

It will be the employee's responsibility for the care and security of all tools and/or equipment issued to him or her. In the event such tool or equipment is lost, stolen, or broken, and the employee is found negligent, he or she will be financially responsible for its replacement cost.

Theft of MDT property or property of another MDT employee shall be cause for immediate dismissal.

ARTICLE III.19 DAMAGED OR STOLEN PROPERTY, ARMED ROBBERIES

In the event that any transit operating employee while performing his assigned duties, becomes the victim of an armed robbery or an unprovoked attack, MDT shall bear the cost of repairing or replacing any personal property which is damaged or stolen from him when such personal property has been issued to, or required of him, for the performance of his duties. MDT shall by Administrative Order establish maximum replacement costs for basic items covered and procedures to be followed.

ARTICLE III.20 MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT

A. The Union recognizes that the County and MDT possess the sole right to operate and manage MDT and direct the work force, and the rights, powers, authority and discretion, which the County

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and MDT deem necessary to carry out their responsibilities and missions, shall be limited only by the specific and express terms of this Agreement.

B. These rights and powers include, but are not limited to the authority to:

1) Determine the missions and objectives of MDT.

2) Determine the methods, means, and number of personnel needed to carry out MDT responsibilities.

3) Take such actions as may be necessary to carry out services during emergencies declared by MDT or the County Manager.

4) Direct the work of the employees, determine the amount of work needed, and in accordance with such determination relieve employees from duty or reduce hours of work. In addition, relieve employees from duty or reduce their hours of work for lack of work or funds or other legitimate reasons in accordance with County Rules and Regulations.

5) The County may for just cause dismiss, suspend, reprimand, demote, reduce in grade, reduce in pay or otherwise discipline employees in accordance with applicable sections of the Miami-Dade County Code and Personnel Rules.

6) The right to make reasonable rules and regulations for the purpose of efficiency, safe practices, and discipline. The County will inform the Union of any changes in the existing rules and regulations before such changes are made effective.

7) Schedule operations and shifts.

8) Introduce new or improved methods, operations, or facilities.

9) Hire, promote, transfer, or assign employees.

10) Schedule overtime work as required.

11) Contract out for goods or services, and such other rights, normally consistent with management's duty and responsibility for operation of County services, provided, however, that the exercise of such rights does not preclude the Union from conferring about the practical consequences that decisions may have on terms and conditions of employment.

C. The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior Agreements and undertakings, oral and written, expressed or implied, or practices, between the County and the Union or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

ARTICLE III.21 LINE-UP AND SENIORITY RETENTION

A permanent employee, who is promoted or accepts a non-bargaining position, shall retain the seniority he had at the time he was promoted. This provision applies only to employees promoted on or after October I, 1981.

The present policy of no Seniority Retention rights to a former position, even in case of a layoff, after completion of their probationary period or after one (1) year in the case of an exempt position, shall remain in effect for employees who were promoted or accepted a non-bargaining unit position prior to October 1, 1981.

Additionally, bargaining unit employees who leave the department, regardless of the period of absence, shall lose their seniority picking rights; should such employees return to the department, they shall be placed at the bottom of the seniority list.

A bargaining unit employee shall not lose his seniority order because of military service, promotion or holding an authorized office with the Union as defined in service, promotion or holding an authorized

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office with the Union as defined in ARTICLE III.2 and shall be eligible to return to his former job classification as follows:

1) From military leave as provided in ARTICLE VII upon discharge from military service.

2) From voluntary or involuntary demotion at any time within the probationary period from the date of promotion to said classification.

3) From holding an authorized office within a Union as defined in ARTICLE III.2, upon termination or expiration of such office.

   If an eligible bus operator or train operator returns to driving duties pursuant to the conditions set forth above or any other authorized leave, if possible, his return shall be timed to coincide with a line-up. Otherwise, he shall make a temporary pick from the open runs or take his position on the Extra Board until the next line-up. Other bargaining unit employees returning will pick from open work until the next line-up.

4) In case of promotion from a bargaining unit position into an exempt position, the employee may request a leave of absence from his permanent classified position. This enables the employee to return to his permanent classified position.

ARTICLE III.22 POSTING OF AGENCY PROMOTIONAL EXAMS

In the case of MDT promotional examinations, the examination notices will be posted on the bulletin boards. If available, lists of reference materials related to these examinations will also be posted by MDT. Both postings will be done in a timely manner prior to the examination.

ARTICLE III.23 VOTING

Any MDT employee who needs time to vote, within operational needs, can be given time off. Such employee will be given time off in accordance with the Miami-Dade County Leave Manual.

ARTICLE III.24 ADDRESS AND TELEPHONE ROSTER

Each employee shall be responsible for supplying MDT with his or her current phone number and address, subject to the following:

Employee's address and phone number will be verified at each line-up pick and will be furnished at any time MDT requests this information. Post Office (P.O.) Boxes are not acceptable.

ARTICLE III.25 LATE TO WORK

An employee (excluding bus operators and train operators) who reports late for duty shall be paid only for time worked. An employee who does not report within two (2) hours shall be considered on unauthorized leave. An employee who reports to work late has the option of making up the time at the end of his normal shift, up to two (2) hours, with the concurrence of the appropriate supervisor. Habitual lateness is cause for disciplinary action.

ARTICLE III.26 INABILITY TO WORK - ILLNESS RETURN TO WORK AFTER ILLNESS

This article pertains to all TWU employees other than Bus Operators and Train Operators.

It shall be the duty of an employee who, because of illness, is unable to report for work at his scheduled time and place to so notify MDT in the prescribed manner at the earliest practical time but no later than forty-five minutes before scheduled reporting time. It shall further be the duty of the employee to notify MDT in the prescribed manner as to the anticipated duration of his illness and expected return to regular duties.

Any employee returning to work after an illness shall be in fit condition to carry on his regular duties. His or her Division Superintendent or appropriate supervisor (Community Services) may require a doctor's certificate when in his judgment the employee appears unfit for return to duty or is an excessive absentee.

ARTICLE III.27 UNAUTHORIZED LEAVE

Any employee (excluding bus operators and train operators) who fails to report to work at the scheduled time and place prior to the scheduled reporting time, shall be deemed to be on unauthorized leave from the beginning of his work day, and may be subject to disciplinary action.

Such disciplinary action may be waived at the discretion of the Division Superintendent or equivalent if in his/her judgment the employee's failure resulted from circumstances beyond the control of the employee. At the sole discretion of management, the call-in requirement may be waived.

ARTICLE IV - CUSTOMER AND INFORMATION SERVICES

ARTICLE IV.1 TRANSIT INFORMATION CLERKS, PARATRANSIT SERVICE CLERKS AND ALL TRANSIT CUSTOMER REPRESENTATIVES

The following working procedures shall apply to all Transit Information Clerks, Paratransit Service Clerks and all Transit Customer Representatives:

Each employee will be assigned an identification number. Each Transit Information Clerk employee will provide his or her identification number at the beginning of each call as part of the call greeting, as well as provide that identification number when a caller asks an employee his or her name.

Each Transit Customer Service Representative and Paratransit Service Clerk will provide his or her first name and his or her agent identification number at the beginning of each call as part of the call greeting, as well as provide his or her first name and agent number when a caller asks an employee his or her name.

(2) **Schedule Information**

MDT will endeavor to develop an improved format for schedule information material used by Information Clerks, (particularly with respect to readability and visibility). This data may be

furnished from electronic data processing equipment, either on C.R.T.'s or computer printouts. Changes in routes, schedules, procedures, fares or other related matters shall be promptly forwarded to the Information Clerks and such information shall be maintained in so far as possible on an up to date basis. Training and Information procedures shall be discussed by the Labor Management committee.

(3) **Overtime**

MDT will maintain a volunteer overtime list and when volunteers are unavailable assignments will be made in reverse seniority order.

(4) **Four Day Week**

MDT shall be able to post for bidding a maximum of 50% of all positions as four-day work weeks at 10 hours per day. Employees assigned to this schedule will receive at least two (2) consecutive days off.

ARTICLE IV.2 TRANSIT INFORMATION CLERKS – FULL-TIME, PARATRANSIT SERVICE CLERKS AND TRANSIT CUSTOMER REPRESENTATIVES

The following working procedures shall apply to full-time Transit Information Clerks, Paratransit Service Clerks and Transit Customer Representatives:

(a) **Selection of Shifts** - The selection of shifts shall be made upon the basis of seniority in classification. There shall be regularly held line-ups of no less than two (2) per year, December and June, at which time shift assignments shall remain in effect until the next succeeding line-up. Line-up shall become effective the beginning of the first pay period in said month. The line-up shall be available for review by the Union at least five (5) days prior to posting.

A list of the shifts showing the working hours and off-days shall be posted at least ten (10) days prior to the effective date and time of the line-up. In the event a Transit Information Clerk, Paratransit Service Clerk or Transit Customer Representative cannot appear at the scheduled time, he shall be permitted to leave with his supervisor five (5) or less choices in order of preference. A Transit Information Clerk, Paratransit Service Clerk or Transit Customer

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Representative who fails to select his shift or submit his choices shall be assigned a shift as nearly similar as possible to the one chosen at the last previous line-up.

In the event there is a disagreement between the Union and Management concerning all, or any part, of said line-up, the dispute shall not prevent the line-up from becoming effective as scheduled, but shall be treated as a grievance and settled accordingly.

Open Work - When assignments become permanently open between line-ups or any new assignment is created, it will be offered and may be selected by Information Clerks, Paratransit Service Clerks or Transit Customer Representatives on a seniority basis. An Information Clerk, Paratransit Service Clerk or Transit Customer Representative may make only one such change between line-ups.

(b) **Lunch and Breaks** - Each Transit Information Clerk shall be entitled to a thirty (30) minute lunch break and two ten (10) minute coffee breaks during the shift. This shall be paid time and shall be included in the total time of the shift.

(c) **Vacation Schedules** - The selection of vacation shall be in accordance with the provision of ARTICLE IX.17 hereunder except that vacations may be split once upon request by the employee. MDT shall not schedule split vacations or cancel vacations except in cases of emergency.

ARTICLE IV.3 TRANSIT INFORMATION CLERKS – PART-TIME

The following procedures shall apply to part-time Transit Information Clerks:

(a) MDT shall hire and assign part-time Transit Information Clerks based on level of needs as determined by MDT. Part-time Transit Information Clerks will not work in excess of twenty-four (24) hours per week.

(b) Regular Transit Information Clerks will not be required to become part-time Transit Information Clerks.

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(c) Employees in part-time status shall not accrue seniority. Regular Transit Information Clerks shall at all times have seniority rights over part-time Transit Information Clerks.

(d) Part-time employees will be given the preference to become full-time Information Clerks based on time employed as a part-time Information Clerk. If dates of employment are the same their test scores will govern.

(e) All part-time Transit Information Clerks shall come under the conditions of this Agreement in reference to Union membership, dues check-off, C.O.P.E. check-off, grievance procedure, arbitration, and Union representation.

(f) **Leave Procedures**:

(1) **Accrual of Leave** - Part-time employees who are regularly employed and who biweekly work forty (40) hours or more shall earn annual and sick leave in accordance with the Miami-Dade County Leave Manual. The amount of leave earned by a part-time employee may vary from pay period to pay period depending on the number of hours worked in the period.

(2) **Waiting Period** - A part-time employee must serve a waiting period consisting of 13 pay periods before being eligible to use accrued leave. Only pay periods in which the employee has worked a minimum of 40 hours may be counted toward the waiting period. Although a part-time employee must serve a waiting period before being able to use leave, he earns leave starting with the first pay period in which he works 40 hours or more.

(3) **No Annual Conversion** - There shall be no conversion of unused sick leave to annual leave or extra credit for annual leave based on length of service for part-time employees.

Unless specifically provided for or modified by this Agreement, part-time Transit Information Clerks shall be covered by applicable provisions of the County Code, Personnel Rules, and Leave Manual pertaining to part-time employees.

(g) For pay purposes, part-time Transit Information Clerks will be paid at a rate based on rates in force in this Agreement for Transit Information Clerks. Part-time Transit Information Clerks will start at Step 1 of the pay range and will be eligible for a step increase after completion of one thousand forty (1,040) work hours and subsequently after completion of each two thousand eighty (2,080) work hours until the top step is reached.

(h) One ten-minute break will be provided during each assigned shift consisting of 2-4 hours time worked.

(i) Part-time Transit Information Clerks will basically be eligible for prorate (where applicable) benefits:

1. Social Security
2. Pension
3. Time Allowances as shown in ARTICLE IX.6
4. Holidays (when meeting eligibility requirements)Four (4) hours
5. Emergency funeral leave (up to 12 hours)
6. Emergency sick bank (up to 12 hours)
7. Annual and sick leave as stated in paragraph (e)
8. Jury duty-pay for lost time, up to what assignment for that day would have been.

Group Insurance benefits are not available to part-time employees. Should these insurance benefits be granted to all part-time employees by the County, then such employees would be eligible for these group insurance benefits.

(j) Any regular Transit Information Clerk desiring to become a part-time Transit Information Clerk may be transferred to such status to attend an accredited school or college on a full-time basis provided the course work is transportation related and could enhance his/her career opportunities at MDT; and providing such transit information clerk has completed at least one year as a regular Transit Information Clerk immediately preceding such request. Such transfers will be subject to the following conditions.

(1) Such transit information clerk will be paid their normal hourly rate per the current Agreement for Transit Information Clerks but will not have any guarantee.

(2) Transit Information Clerks desiring to transfer to part-time status must first obtain written approval from MDT. Once a transfer is granted, the Transit Information Clerk

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must remain in such status for the quarter, semester, or other term registered for as per the written request.

(3) Seniority rights of regular transit information clerks approved under this section for part-time status shall continue to accrue for a period not to exceed two years.

Example: Employee with 8 ½ years seniority transferring to part-time status for two years would have 10½ years seniority upon returning to regular status, providing it was done within two years.

(k) The number of part-time Transit Information Clerks shall not exceed ten percent (10%) of the maximum number of full-time Transit Information Clerks.

ARTICLE V - BUS MAINTENANCE, FACILITIES, AND STORE EMPLOYEES – WORKING PROCEDURES

The following working procedures shall apply to Bus Maintenance, Facilities, and Stores employees:

ARTICLE V.1 PERFORMANCE OF DUTIES

Each employee is charged with the responsibility of, and is paid for performing his duties to the best of his ability, in a workmanlike manner and with as little loss of time on his part as possible. Also, they shall not indulge in horseplay in the shop or anywhere on MDT property.

ARTICLE V.2 ADDRESS ROSTER

Each employee shall be responsible for supplying the office with his or her current phone number and address. This will be verified at each line-up pick and will be furnished at any time MDT requests this information. The furnishing of the individual's telephone number will be optional, however, failure to furnish a current telephone number to MDT relieves MDT of the responsibility to contact said employee for overtime work, etc.

ARTICLE V.3 WORK AREA

Each employee shall be responsible for the condition of his tools and immediate work area.

ARTICLE V.4 TIME CARD

Each employee must punch his own time card, at the start of his work day, at the end of his shift, and on every occasion the employee leaves and returns to MDT property (except on official MDT business). Also, at the beginning of each weekly time card, each employee must sign in space provided for his signature. An employee who punches a time card other than his own is subject to disciplinary action up to and including dismissal. An employee who requests another employee to punch the first employee's time card shall be, upon proof, subject to disciplinary action up to and including dismissal. Daily time cards may be substituted for weekly time cards at the discretion of MDT.

ARTICLE V.5 READY TO WORK

Each employee must have punched in, be in his work clothes and ready to work at the designated time.

ARTICLE V.6 INSTRUCTIONS

Each employee shall be charged with the duty of carrying out the instructions given him by his supervisor. Also, the responsibility of reading the bulletins posted on bulletin board from time to time and shall comply with the bulletins.

ARTICLE V.7 RECORDS

Each employee shall complete all required forms MDT deems necessary to properly record the work done and to maintain records related to the efficiency of the equipment.

ARTICLE V.8 SLEEPING DURING WORKING HOURS

No employee shall sleep during working hours. Nor shall any employee spend any time in an unlighted bus, during working hours at night, unless it is necessary that an employee work on the lighting system of the bus, and the supervisor is aware of the necessity that the lights be out while the employee is doing the work.

ARTICLE V.9 LUNCH PERIOD

It is understood and agreed that a thirty (30) minute lunch period shall be included within the eight (8) hour regular work day of employees. Employees shall remain working at their jobs and their stations until the lunch whistle blows. There is no preparatory time for lunch provided for employees; therefore, any preparation for lunch made by employees shall be made after the lunch whistle has blown.

ARTICLE V.10 REST PERIODS

Employees will be allowed two ten (10) minute rest periods each day. The time of such periods shall be at the discretion of MDT.

ARTICLE V.11 LEAVING DURING WORK HOURS

If for any reason an employee must leave his work for personal business, personal illness, or illness of a member of his immediate family he shall notify the supervisor on his shift and request that he be excused. The supervisor will note on the time card reason for leaving and time of approval.

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ARTICLE V.12 LEAVING MDT PROPERTY

No employee shall leave the premises at any time other than during 10 minute rest period, lunch period, or end of shift without permission from the supervisor.

ARTICLE V.13 PERSONAL BUSINESS

Each employee is paid to perform certain duties during a specified number of hours. During the hours for which they are paid, they shall not conduct matters of personal business, such as: cashing checks, depositing funds in the Credit Union, securing loans, or any other activities of a personal nature.

ARTICLE V.14 TELEPHONE

No employee shall be permitted to use MDT telephones for personal calls except in case of grave emergency. Designated telephones are provided for the use of employees wishing to make or receive personal calls. Employees shall limit such calls to the ten minute rest periods or lunch period or before or after working hours, except in emergencies.

ARTICLE V.15 DRIVING ON PROPERTY

Employees shall not drive or park privately owned vehicles in bus parking lots or other restricted areas without permission of his supervisor.

ARTICLE V.16 ACCIDENT, INJURY, OR INCIDENT REPORTS

The following procedures shall govern the reporting of accidents, injuries, or incidents:

(a) **Service Related Accidents, Injuries or Incidents** - Accidents, injuries or incidents of any nature involving the employee, passenger(s), or MDT equipment, and disturbance involving the employee or passenger shall be immediately reported to their supervisor. A full written

report shall be submitted by the employee when required by his supervisor but in no case later than twenty-four hours following the occurrence.

All written reports by the employee shall include: What number one (County vehicle) was doing; what number two (other party) was doing; what happened; and names of passengers or others to support the employee's statement, and any other information required by ~~the~~ MDT.

Unless the employee is incapacitated, failure to follow this rule may be cause for disciplinary action up to and including dismissal.

(b) **Personal Injury** - Employees shall promptly report all injuries sustained by them in the regular course of their employment to their immediate supervisor. Personal injury forms provided for that purpose shall be completed properly. Both employee, immediate supervisor, and union official may be present when the form is filled out.

Any employee who has been absent from work due to an on-the-job injury, may be required to have a statement from the doctor who treated him, that the employee is able to perform his duties.

ARTICLE V.17 PERSONAL PROPERTY

Employees shall respect each other's property and equipment and shall turn into their supervisor on duty all lost items found so they may be returned to their rightful owner. Any personal property or money found on buses or MDT property shall be turned in to the Dispatcher on duty. Failure to do so shall be cause for disciplinary action. Unclaimed articles will be returned to the finder after thirty (30) days except valuable articles may be held an additional sixty (60) days.

All tools and equipment of an employee will be marked as to the individual's identification. Employee will furnish the office with his designated ID marking.

ARTICLE V.18 TOOLS, EQUIPMENT, AND PARTS

Each employee shall be responsible for the proper care, use, and/or maintenance of all tools, equipment, or parts, which are issued to him and are the property of MDT. Loss, damage, or malfunctions of tools and equipment shall be reported immediately. No employee shall under any circumstance remove, borrow MDT tools, equipment, or parts for his personal convenience or business. All malfunctions shall be reported in writing on the forms provided.

A secured storage space will be provided by MDT for storage of personal tools and equipment belonging to employees on vacation or extended leave periods. Management also maintains the right to hold tool box, locker, and other inspections on MDT property with a Union representative present in order to insure the security and safety of tools and equipment belonging to both the employees and MDT. No unreasonable or arbitrary inspection will be made.

ARTICLE V.19 ISSUANCE AND RETURN OF TOOLS

Whenever an employee checks out an item or tool from the stockroom he shall sign a "Tool Receipt" or submit a tool check and shall, when no longer required or no later than the end of his shift, whichever occurs first, return said tools so that they will be available for use by another employee. It shall also be the duty of the employee returning equipment to the stockroom to have it in a clean condition. Employees shall be held responsible for loss or damage to tools through negligence or misuse by the employee.

Whenever a stores employee issues an item or tool from the stock room he shall issue a "Tool Receipt" or equivalent form to the maintenance employee. This receipt shall contain the name and/or description of the item(s) issued and the quantity.

The employee receiving the tool shall sign the receipt. Returned tools shall be inspected for condition and quantity. Malfunctioning or damaged tools and shortages shall be reported at the end of each shift.

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ARTICLE V.20 PARTS REMOVED

All repairable parts, units, and all tires removed from buses, must be tagged with date, bus number and apparent trouble noted.

ARTICLE V.21 MAKING ROAD CALLS

Employees performing field duties and Bus Maintenance personnel road testing equipment, or out on road service calls, shall attend strictly to the business of MDT while away from the garage or assigned work area and shall make no personal telephone calls, stop at any eating place, or delay their return to the garage or assigned work area for any personal reason, and on service calls shall take the shortest and most direct route to and from the garage or assigned work area to the point where contact is made with the equipment.

Bus Maintenance personnel will make all road calls, and will return all disabled or out-of-service equipment to the garage, unless sufficient maintenance personnel are not available.

Bus Maintenance employees on road calls may request permission from the radio dispatcher to take a "10" for his break, lunch break or to meet physical needs.

ARTICLE V.22 UNIFORMS AND SAFETY SHOES

The employees' regulation uniform furnished by the County shall be worn and changed in the manner prescribed by MDT regulations. Employees shall at all times, while on duty, wear the prescribed uniform. The uniform shall be kept in a reasonably neat and clean condition. MDT will provide one pair of safety shoes per year and a jacket for cold weather once every two years to employees who work in areas deemed to require same. At least sixty (60) days prior to the expiration of the current vendor contract, MDT and the union will meet and mutually agree as to all jacket specifications which will be let out for bid.

ARTICLE V.23 WORK ASSIGNMENT SENIORITY ORDER

Seniority order for the purpose of employee work assignments shall be determined solely upon continuous length of employment with MDT within the particular classification. Service shall be computed from date of employment in that classification and a roster shall be kept which shall list the name of each employee in each classification in order of his date of employment and his number on that list.

ARTICLE V.24 LINE-UPS

There shall be at least two (2) line-ups annually. One of these will be a general line-up in December and one will be a divisional line-up in June, with such additional line-ups as MDT deems necessary to meet current work requirements. If at anytime after twenty-one (21) calendar days an employee's work is judged unsatisfactory by MDT such employee may be reassigned within classification and shift. Each pick assignment shall remain in effect for the duration of the line-up. Before any line-up shall be posted, the union shall be granted the opportunity to review same up to ten (10) days prior to posting and to make pertinent comments and suggestions. After the posting of the line-up for fifteen (15) days, the picking will then be started by classification seniority in groups. A maximum of three (3) days shall be allowed for picking. Picking shall be finished at least three (3) weeks prior to effective date of line-up. The effective date shall be included on the posted line-up. The new line-up will go into effect on that date.

In the event there is disagreement between the Union and management concerning all, or any part, of said line-up the dispute shall not prevent the line-up from becoming effective as scheduled but shall be treated as a grievance and settled accordingly.

MDT shall post a list of all available picks as to primary assignment, facility location, working hours and days off, except that "Relief Assignments" may be posted on line-ups for all classifications. The number will be limited to a maximum of 10% of all positions for Bus Maintenance, Facilities, and Stores. MDT reserves the right to have employees perform duties other than the primary assignment based on operational needs, the availability of work, and the availability of experienced employees to do the work, as determined solely by MDT management, provided this determination is not exercised in an unreasonable and arbitrary manner.

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Movement between divisions, if needed for relief on an extended basis, will be as in ARTICLE V, 26 or on a voluntary basis and in reverse order of seniority if no volunteers are available. Employees shall be notified as to the time and place they are scheduled and expected to appear.

However, if an employee cannot attend he will be expected to leave with his supervisor a list of at least five (5) choices in order of preference. Any employee who fails to provide a list of choices will be assigned duty as similar as possible to the one chosen at the last previous line-up. If an employee cannot pick in person because of an emergency, such employee shall be allowed to advise the office of his preferences by telephone.

Employees who are absent on the day a line-up is posted and have not returned by the third day after posting, shall be sent a notice of the date picking of the line-up will begin. This will be done by certified mail. Employees in a non-pay status on indefinite absence or leave at the time of a line-up will be allowed to pick.

Transfer Between Locations - Employees may be transferred from one facility to another between line-ups and thereafter shall work on a regular basis at the new facility. Volunteers will first be requested from employees in the classification involved. Existing vacancies, after using volunteers, will be filled by assigning employees in that classification in reverse seniority order. First preference for open jobs between line-ups will be given to the most senior employee within the classification, who requests the opening. An employee may make only one such change between line-ups.

MDT shall be able to post for bidding a maximum of 50% of all positions as four day work weeks at 10 hours per day. Employees assigned to this schedule will receive at least two (2) consecutive days off.

ARTICLE V.25 VACATION SELECTION

Vacation schedules shall be selected at each facility by classification seniority between November 15 and January 15. All vacations are subject to approval by MDT.

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ARTICLE V.26 REASSIGNMENTS AND OPEN WORK

A. **Emergency Assignment** — In the event of an emergency, as determined by the Superintendent, employees may be reassigned for up to seven (7) calendar days. If during the above seven days the Superintendent determines that a temporary adjustment is needed in work assignments, and then temporary reassignment procedures shall apply. An emergency shall be as defined in ARTICLE II.

B. **Temporary Reassignment** — In the event a temporary reassignment of work is necessary as determined by the Superintendent, employee may be reassigned for up to fourteen (14) calendar days. Temporary reassignments, after using volunteers, will be filled by assigning employees in that classification in reverse seniority order. After consultation with the shop steward, temporary reassignments may be continued for a length of time mutually agreed upon. If during this time MDT determines that a permanent adjustment is needed in work assignments, MDT will post the open work for bids. The temporary reassignments shall be continued until the new bid is effective.

C. **Open Work** — When MDT decides that open work shall be posted for bids, any employee in the classification will have the right to exercise his seniority to bid on such open work. If at anytime after twenty-one (21) days an employee's work is judged unsatisfactory by MDT, such employee may be reassigned within classification and shift.

ARTICLE V.27 BUS MAINTENANCE, FACILITIES, AND STORES TRAINING PROGRAM

MDT and the union agree that the training and development of employees within this bargaining unit is mutually beneficial, and that the MDT will encourage and assist employees in upgrading themselves and qualifying for a promotion.

To achieve the mutual objective of qualifying bargaining unit employees for upward mobility within the transportation field, the parties agree to meet at the request of either party for the purpose of exchanging information concerning the overall training of employee within the unit. The union will make recommendations to the County relative to the training program(s) and the County will consider the same.

ARTICLE V.28 TRANSIT RADIOS

The Operating Instructions for the Transit Mobile Radio System are a part of the rules and regulations of MDT. Any employee violating these rules or other misuse of the radio system will be subject to disciplinary action.

ARTICLE V.29 OVERTIME EQUALIZATION

Giving consideration to classification, shift, and work area, MDT shall offer any overtime work deemed necessary as equally as possible to all employees.

Overtime shall be distributed on a rotating basis, beginning with the senior employee with the lowest cumulative total hours. Cumulative totals will be reset each line-up. Regular work schedules will not be changed solely to avoid the payment of overtime.

ARTICLE V.30 SUPERVISORS

Supervisors and non-bargaining unit employees shall not perform any duties that are duties normally assigned to bargaining unit employees except in case of an emergency as defined in Article II (d).

ARTICLE VI - BUS OPERATORS - WORKING PROCEDURES

ARTICLE VI.1 OPERATOR'S RESPONSIBILITY

It shall be the responsibility of the operator to devote full attention to the safe, smooth, and efficient operation of equipment and to avoid discomfort or inconvenience to the passengers. Subject to orders of persons of higher authority, the operator has charge of the bus and shall be responsible for:

(a) Adherence to route, schedules, and time points.

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(b) Knowledge and observance of traffic laws and safety regulations.

(c) The safety of boarding and alighting passengers.

(d) The collection, registration, and proper accounting of all fares as required.

(e) Proper display of all required signs and identifications.

(f) The adjustment of lighting, heating, ventilation, and cooling for the comfort of passengers.

(g) Distribution of route finders and other transit informational publications on buses as directed by M.D.T.

(h) Performance of such other duties as may from time to time be prescribed by M.D.T.

An operator may grieve any unreasonable order by a higher authority under these provisions.

ARTICLE VI.2 LINE-UPS AND RUNS

Line-ups and Runs shall be governed in accordance with the following procedures:

(a) M.D.T. will provide for at least one (1) general line-up each year. This line-up shall be effective in November. M.D.T. will provide for at least one (1) more line-up per year. The date of the second line-up will be June. Unless necessitated by service adjustments and/or other operational requirements, the June line-up shall be a divisional line-up. Additional line-ups may be scheduled as deemed necessary by M.D.T.

The November pick shall determine facility locations and vacation schedules as well as work assignments. Management and labor will develop an efficiency initiative to reduce the total time of line-ups.

(b) **Transfer Between Locations** - Operators may be transferred from one facility to another between line-ups and thereafter shall work on a regular basis at the new facility. Volunteers will first be requested. Existing vacancies, after using volunteers, will be filled by assigning extra board men in reverse seniority order. Employees being permanently transferred will be given 48 hours prior notice.

Temporary transfers of extra board men can be implemented by M.D.T. between facilities in one week increments.

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Operators may volunteer to be assigned work at any location on a daily basis if there is a shortage of operators at another location.

If voluntary assignment to another location is made after an employee reports for work at his normal location, reasonable travel time will be paid if applicable.

Transfer Work - Operators shall be required to work any work that is normally assigned to another division subject to the following procedures: Volunteers will be requested first from among extra board and extra list operators. Failing this, reverse seniority assignments will be made from the extra board for that operating day.

(c) **Unfilled Work Assignments** - Unfilled work assignments or emergency relieves will be assigned first to any available extra board operator during his normal work hours, next to an extra list operator, then to any available operator.

(d) **Special Services** - With regard to special services or events (Park-Ride), M.D.T. will post a notice requesting operators to sign up for these services for a period of time as stated on the notice. Each division will then post this list in seniority order, which will apply for the first event. After the first event the list will rotate on an established basis. The Charter Service for these events will also be operated from this list.

M.D.T. shall attempt to secure sufficient operators to fill such needs on a voluntary basis, however back-to-back events (events occurring on consecutive days) will be treated as a single event and the list rotated after the last event involved. If, within 48 hours of the event, the M.D.T. has not secured sufficient operators, M.D.T. shall have the right to call in operators scheduled to be off duty on that day in reverse seniority order.

(e) **Charter** - The assignment of charter work shall be governed by the following procedures: (Except as indicated in ARTICLE VI.2 (d)).

(1) Charters of a short duration (four hours or less) when determined by the Dispatcher shall be tied in with other work so as to coordinate the staring time and location of charters with the availability of operators and buses.

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(2) Charter work may be assigned to Regular Operators on their regular work days only when Extra Board Operators are not available. On their days off, Regular and Extra Board Operators will be treated equally as to charter assignments on a first come first served basis.

(f) **Seniority Roster** - Seniority order for purpose of line-up within the classification bus operator shall be determined solely upon length of continuous employment with M.D.T. in that classification. Such service shall be computed from date of employment and roster shall be kept which shall list the name of each operator in order of this date of employment and his line-up number assigned in accordance with his position on the roster. The number so assigned shall be used to determine the order in which he shall be accorded an opportunity to select the assignment of his choice.

Nothing in this rule shall be inferred, considered, or construed as granting seniority rights to former employees of any predecessor companies which may in the future be acquired by M.D.T. nor shall it change the line-up seniority list then in effect upon adoption of this procedure.

(g) **Union Review of Line-up Prior to Posting** - Before any line-up shall be posted, the executive committee of the Union shall be granted the opportunity to review same at least fourteen (14) calendar days prior to posting. Such line-up shall be complete and include the following per division:

- Preliminary Schedule Cards for Trippers and Express Routes.
- Manpower hours.
- Split runs.
- Straight runs.
- Open work.
- Estimated extra board list (including A.M. report times & P.M. time slots).
- Estimated number of part-timers.
- Travel time sheets.
- Rotary

When the computer is in full operation preliminary dispatch sheets and run sheets will be furnished. Any pertinent comments or suggestions by the Union for changes in the next line-up should be made thirty (30) days after the effective date of the existing line-up (15 days for unscheduled line-up). Between 30-45 days after input from the Union, another meeting with the Union and Planning and Scheduling personnel will be held. In the event there is disagreement

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between the union and management concerning all, or any part, of said line-up, the dispute shall not prevent the line-up from becoming effective as scheduled but shall be treated as a grievance and settled accordingly. If an error by management occurs in the Operator line-up that could not be detected by the union, from such line-up, which necessitates a second pick by an Operator, such Operator shall be paid for actual time lost as a result of being relieved from this run.

(h) **Posting of Runs** - M.D.T. shall post a list of the runs which shall include the amount of daily fringe time for each run, (except for swing-runs which will be shown as a total fringe for the week). All Operators shall be notified as to the time and place of a line-up and shall be expected to appear as scheduled; provided, however, that in the event an operator cannot attend, he shall be permitted to leave with the dispatcher on duty a list of choices in order of preference. Employees who are absent on the day a line-up is posted and have not returned by the fifth day after posting, shall be sent a notice of the date picking of the line-up will begin. This will be done by certified mail, within seven days of posting.

Buses will be assigned to runs after the line-up is picked. Rotation of buses for equalization of mileage and other considerations deemed necessary by M.D.T. will be done at their discretion. The Union will be notified of major rotations; however, buses held in to be serviced will not be included in such notification.

(i) **Operator's Responsibility** - At line-ups it shall be the responsibility of each operator to thoroughly study the line-up particularly just prior to his group's designated picking time, and narrow down his choice of runs and off days.

The object is to facilitate the pick. Each operator will be allowed a maximum of ten (10) minutes to make his selection. After ten (10) minutes the next operator will be called. The operator who required more than ten (10) minutes will still be able to pick when he makes his choice, however, his seniority position will have been relinquished for that pick.

(j) **Operator to Provide a List of Choices** - Any operator who fails to provide a list of choices will be assigned a run as nearly similar as possible to the one chosen at the last previous line-up.

Any operator who has missed the last half of a current line-up for medical reasons or leave of absence shall not be allowed to pick. If there is a projection of a return to work (by the doctor in

the case of medical leave) prior to the expiration of the first one third of the new line-up, the operator will be allowed to pick or will be assigned. Operators returning to duty who were not allowed to pick pursuant to the conditions set forth above shall make a temporary pick from the open runs or take his/her position on the Extra Board until the next line-up. In this instance, payment will be based on the highest run the operator could have picked during the line-up. In the case of the returning operator who works the Extra Board, payment will be based on the highest run the operator could have picked or the actual hours worked, whichever is higher.

(k) **Line-up Assignments to Remain Posted** - The new line-up assignment shall remain posted for the duration of said line-up, protected by a clear covering.

(l) **Procedure For Changing Selection and Exceptions** - Any run or piece of work that is selected in the proper manner shall not be changed after it has been selected unless there is prior discussion with a least two Union officials. If either side suggests, this should include a check of the running time by representation of M.D.T. and the Union, in an effort to reach agreement. If adversely affected, the operator shall also be consulted prior to the change. However, adjustments may be made in schedule to improve service or operating conditions for the operator with prior notice to the operator and the Union. The following exceptions to this procedure are hereby established:

(1) A list of up to thirty-five (35) A.M. and thirty five (35) P.M. trippers and open pieces may be offered to regular operators in addition to their regular run selection.

(2) Such trippers and open pieces may be changed, eliminated, or discontinued by M.D.T.

(3) In the event the A.M. or P.M. tripper or open piece of work selected by the regular operator is no longer available, an alternate tripper or open piece of work, which approximates the original selection in terms of pay time, will be offered as a substitute.

(4) In the event an operator picks an open piece of work which precedes or follows the run he has picked and he is "relieving himself," the run and open piece will be combined and no travel time will be paid to or from the garage so long as he works the run and open piece, except as provided herein. If he no longer works the open piece or if the open piece is returned to the extra board for any reason, travel time will be paid whenever the two pieces are worked separately. If the operator does not bring the bus to the garage at the

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end of his second piece of work, applicable travel time will be paid. A bus operator picking a tripper or open piece of work, in addition to his run, on which the wait and travel times exceed the intervening time between the two pieces of work, such operator will be paid the actual wait and travel time between the two relief points based on the last available bus taking him to the point where he picks up the second piece of work.

(5) Bus operators shall not be paid for the tripper or open piece when on any type of leave or when the tripper or open piece is not worked. Except when such bus operators are assigned by M.D.T. or a breakdown occurs, which in either case causes the bus operator to be unable to complete this tripper assignment, he will still be paid for said tripper. If tripper is not run because of an equipment shortage, the bus operator will be paid for the tripper or two hours at applicable rate of pay (whichever is less).

(6) Being late for the tripper or open piece will not cause the operator to lose his regular run.

(7) If the operator is late for the tripper or open piece more than three (3) times during the line-up, the tripper may be taken from him. No other penalty will be assessed for lateness on these trippers.

(m) **Restroom Facilities** - Wherever possible M.D.T. shall make arrangements for restroom facilities for operators at the end of each route.

(n) **Regular Runs** - A regular run shall be defined as regular work chosen at line-up or assigned as provided in these rules. Regular runs shall include straight runs and split runs. A **straight run** includes continuous work from the time the operator reports until he is relieved or returns to the garage.

A **split run** consists of two parts and each part may be on a different route. On split runs, intervening time in excess of 90 minutes will be paid at straight time. The minimum unpaid intervening time will be 30 minutes.

Wait and travel on a split run where each part is on a different route will be based on last available bus plus wait time at relief point for next bus.

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Eighty (80) per cent of the regular runs shall be straight runs and twenty (20) per cent may be splits.

(o) **Combination Runs** --It is the expressed intend of the parties to develop additional work schedule procedures which will result in pre-assigning as much work as practical on a daily or weekly basis.

M.D.T. will develop, in addition to the regular runs heretofore described, a group of Combination Runs. These runs shall be scheduled and paid as follows:

Runs shall include fifteen (15) minutes bus preparation time for each piece of work comprising the combination plus a maximum of eight and one-half (8 ½) platform hours within a total elapsed time of twelve hours.

Work beyond the twelfth hour will be at overtime in all cases.

When platform time within the 12 hour spread exceeds 8 hours, daily overtime guarantee applies. Pay for combination runs will be a minimum of 45 hours of pay at straight time rate.

For example, the pay for a week could be made up of the following:

(1)	41.25	Hours of work time
	2.50	Hours of report time
	1.25	Hours overtime premium pay
	45.00	Hours at straight time rate
(2)	37.00	Hours of work time
	2.50	Hours of report time
	5.50	Hours of paid unassigned time
	45.00	Hours of straight time rate

Should an operator with paid unassigned time in his daily work schedule desire to work during the intervening period of his combination run, overtime or added pay will begin after paid unassigned time for that day is made up by work time. Any work performed at either end of the combination run will come under the daily overtime provision of this Agreement.

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If an operator with a combination run, which has paid unassigned time, works an assignment which is authorized by the Dispatcher, a Supervisor or Starter during his intervening period, payment for such work will be above his run pay at the applicable rate of pay. If an operator is late returning to the garage at the end of his combination, he shall be paid above his run pay at the applicable rate of pay.

(p) **Run Cancellation** - Any operator holding a regular run who reports as scheduled in proper attire and condition to work but whose work has been canceled shall be paid no less than full pay for the assigned run and shall hold himself available for other assignments during the time for which is paid unless such operator:

(1) Has been notified that the emergency procedures prescribed in ARTICLE III.10 are in effect.
(2) Is being held off for investigation.
(3) Is under penalty suspension.
(4) Does not hold himself ready for other work which may be assigned by the Dispatcher and which terminates prior to or at the time his regular assignment would have terminated. Any time worked beyond such termination will be compensated at one and one-half times the base hourly rate.

In case of permanent cancellation of a run, such employee(s) shall have equal priority with employees covered by ARTICLE III.21.

M.D.T. may cancel some trippers consistent with ridership decreases on the following holidays and days prior to or subsequent to major holidays: Martin Luther King's Birthday, Washington's Birthday, Veteran's Day, Columbus Day, Friday after Thanksgiving, Christmas Eve, December 26th and New Year's Eve. In such an event, affected operators may be reassigned to a tripper on routes where additional service would be beneficial. There may be a thirty (30) minute variation in check-off times on these reassignments; however there will be no loss in pay and pay shall be at the applicable rate.

(q) **Error in Assignment** - In case of error in assignment, the operator may be held until all work is covered (A.M. operators until A.M. work is covered, and P.M. operators until P.M. work is covered). He will be used only after all extra board operators are assigned work. Work extended beyond his normal relief time will be paid at the applicable rate.

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If the dispatcher makes an error in assignment, and the regular operator is not late, M.D.T. may provide transportation of the regular operator to his run at the closest relief point or an agreed upon point whereupon the Extra Board Operator is relieved.

The Extra Board Operator will return to the garage and will be guaranteed the compensation of the previous run if the operator reports to the Dispatcher for further assignment.

If the regular driver is late but begins the assignment and an Extra Board man has been assigned by the Dispatcher, then the regular driver will be relieved and the Extra Board man will carry out the assignment. In this instance the regular driver will not be guaranteed compensation for that run but will be paid for work done after reporting to the Dispatcher.

(r) **Pass-up of Runs** - Any operator who so desires may pass up regular runs at line-up time and choose to work the extra board. Regular runs remaining open after all operators have had a chance to pick will be assigned to operators in reverse seniority order by the Division Superintendents.

(s) **Open Runs** - The following procedures shall govern the assignment of open runs, non-rotating board slots and combination runs:

(1) Whenever these assignments become permanently open between line-ups or any new run is created, it will be offered and may be selected by operators on a system-wide seniority basis. An operator may make only one such change between line-ups.

(2) Any operator selecting the extra board may also bid for open runs or runs created. Bids shall be on the basis of seniority.

(t) **Duty of Operator** - Selected Run - It shall be duty and obligation of any operator after selecting a regular run of his choice to familiarize himself with the route, schedule, transfer arrangements, zone fares or any other special characteristics of that run. An operator's error resulting from lack of such knowledge may be deemed cause for disciplinary action.

(u) M.D.T. will incorporate paid **recovery time**, in an amount approximately ten percent but not less than eight percent round trip running time, into each run. The Labor Management Committee

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as provided for in Article III.1 of this Agreement will study runs considered to have insufficient recovery time. After runs have been checked, and it is agreed that some adjustment is needed, a period of ten days will be allowed for the schedule to be adjusted and made up. The effective date of the revised schedule will depend upon the type of line-up or procedure necessary to institute the said schedules in accordance with the contract.

(v) **Distribution of Work Between Operating Divisions** - M.D.T. will make a reasonable effort to equitably distribute extra work such as Charter, Park-Ride, and Picked Trippers among the bus operators of each Operating Division.

(w) The parties recognize that only employees classified as Bus Operators will operate buses in a passenger carrying capacity. This includes special projects and demonstrations which involves passengers. This is not to preclude Instructors and maintenance employees from performing their tasks, which include test demonstration of new equipment and retrofit modification. M.D.T. reserves the right to use supervisor personnel for special emergency requests (as determined by the General Superintendent of Transportation) when a bus operator is not available. The Union will be notified of such action as soon as possible.

(x) **New Operators** - Part-time operators changed to full-time, or newly hired full-time operators shall be assigned to divisions as needed until the next regular line-up.

ARTICLE VI.3 WORKING PROCEDURES – OPERATORS

The following working procedures shall apply to operators:

(a) **Reporting for Work - Operators** - Each operator, both A.M. and P.M. assigned a run or piece of work shall report to the Dispatcher at the place and at the time specified and if bus leaves the garage shall be ready to depart as scheduled.

(b) **Miss Out** - Any operator failing to make his/her relief or report at the scheduled time and place and failing thereafter to call the Dispatcher immediately or unless otherwise instructed, failing to report in person to the Dispatcher within two (2) hours of his relief or report time shall be deemed to have "missed out" and will be given a written reprimand, however, excessive miss outs may result in more severe disciplinary action.

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Provided, however, that the Superintendent of the operator's division may waive the written reprimand if in his judgment the operator's failure resulted from circumstances beyond the control of the operator.

(c) **Failure to be Relieved** - It shall be the duty of each operator when a relief operator has failed to make a "relief" to immediately report the matter to the Dispatcher/Rail Yard Master. If the relief operator has not checked on, or if the Dispatcher/Rail Yard Master is experiencing manpower problems which may cause a relief to be made late the Dispatcher/Rail Yard Master shall notify the operator who is scheduled to be relieved.

The operator shall then be required to continue the run until relieved, provided, however, that the Dispatcher/Rail Yard Master shall cause such relief to be made within not more than three hours. Failure of any operator to notify the Dispatcher/Rail Yard Master or to continue as required will be considered cause for disciplinary action.

(d) **Excuse From Work** - The Dispatcher/Rail Yard Master may excuse an operator from his run or report when, in his judgment, it will not adversely affect operations and all pieces of work are covered. The Dispatcher/Rail Yard Master will excuse operators in order of request provided that a request shall not be made later than forty-five (45) minutes prior to the operator's report time. Operators who are excused must be paid holiday leave for such excused time from their holiday bank accrual. Operators who are excused and have no holiday bank accrual will be paid annual leave for such excused time, provided the request for annual leave pay is made to the Dispatcher/Rail Yard Master or his/her Division Superintendent in advance. Operators requesting annual leave pay for such excused time must sign the required request form, preferably at the time the request is made. If this is not possible, the form must be signed prior to the end of the affected pay period. Once the operator has called in and is not excused, paid leave will not be granted. In any case, an operator may be excused for an emergency situation at the discretion of the Dispatcher/Rail Yard Master. Emergency situations may be appealed to the Division Superintendent.

(e) **Inability to Work - Illness** - It shall be the duty of any operator who because of illness is unable to make his "report" or "relief" to so inform the Dispatcher/Rail Yard Master not later than forty (45) minutes prior to his report or relief time.

(f) **Late Report and Unexcused Late Relief** - Any operator failing to make his report or relief on time and who reports in person to the Dispatcher/Rail Yard Master not later than two hours after his scheduled "report" shall not be deemed to have "missed out" but will be placed at the bottom of the Extra Board" and shall be required to take any "piece of work" assigned by the Dispatcher/Rail Yard Master. Operators making such penalty report will be paid only for work actually performed, provided, however, that should the Dispatcher/Rail Yard Master place the operator on standby before work is assigned, the operator will be compensated at the applicable rate for all standby time. At such time that FLSA's application to transit is modified or eliminated, those collective bargaining agreement provisions reflecting changes indicated by the current interpretation of FLSA will be reopened for negotiation.

(g) **Absence Without Leave (AWOL)** - Any operator who failed to make his schedule report the day following a "miss out" suspension, or is otherwise absent without leave will be subject to disciplinary action.

(h) **Return to Work After Illness** - All Operators before returning to work following an illness, shall report not later than 3:00 P.M. on the day proceeding the day they are able to return. Operators desiring to work off the A.M. extra list on a day following a sick day may do so if they call in before 12 midnight and vacancies exist. However, they cannot be paid sick pay and work.

In any case, the Division Superintendent may require a doctor's certificate when in his judgment the operator appears unfit for return or is an excessive absentee.

(i) **Reporting During Recuperation from Accident or Illness** - It shall be the duty of all operators who are recuperating from accidents or illness for any cause and who are not working, to keep their Division Superintendent informed as to the reason for their initial absence on their first day off and the probable date of return to work. In the case of long term absence a weekly follow-up report is required. Should there be any change in the estimated date for return to duty; the operator shall immediately inform the Division Superintendent.

These obligations may be performed on behalf of the operator if he is unable to do so himself, however, the operator shall be bound by the information given on his behalf.

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In the event the doctor treating an operator recuperating from an accident or illness informs the operator that he is qualified for "light duty," the operator shall immediately inform his Division Superintendent.

(j) **Bus Radios** - The Operating Instructions for the Transit Mobile Radio System are a part of the rules and regulations of M.D.T. Any employee violating these rules or other misuse of the radio system will be subject to disciplinary action.

(k) **Extra List** – Part-time Bus Operators shall be eligible for extra list work assignments. Extra list work assignments shall be given on a first-come, first-serve basis.

ARTICLE VI.4 WORKING PROCEDURES — EXTRA BOARD OPERATORS

The following working procedures shall apply to operators working the extra board:

When an Extra Board operator is assigned a regular run of eight hours or more he shall be considered a regular operator for the duration of that assignment. All rules applicable to regular operators set forth in ARTICLE VI.3 hereof shall be applicable to extra board operators, except when in conflict with those rules contained in this Article.

(a) **Line-ups** - Those operators not picking a regular run or combination at line-up shall be the extra board operators. The extra board shall be divided into two categories: the Time Slot Extra Board and the A.M. Report Extra Board. Those operators choosing to work the extra board shall have the option of picking the Time Slot Board (one report), or the A.M. Report Board (two reports). All picks will be on a seniority basis.

(b) **A.M. Report Extra Board** - The A.M. Report Board operators will be required to make two reports each operating day, at the A.M. time selected at line-up and at the P.M. time and place designated by the dispatcher. Seven A.M. shall be the latest report time for the A.M. Report Extra Board. The P.M. reports for the same day shall be posted at 8:30 A.M. that day. The A.M. reports for the next day shall be posted at 5:00 P.M. It shall be the duty of all A.M. Report Extra Board operators to check each posting of their board for the next report.

(c) **Extra Board Line-ups - Both Boards** - Extra board line-ups shall be held in conjunction with the line-up for regular runs. All additional line-ups may be held as deemed necessary by M.D.T. At each such line-up extra board operators will be allowed to select, by seniority numbers, their days off and board of their choice. After consulting with T.W.U., M.D.T. may restrict additional line-ups to a specific division, specific board, or a specific board and division.

(d) **Transfer Between Boards** - Any transfer between boards shall be on a seniority basis only. After the opportunity has passed all operators with no takers, then the transfer will be made by the Dispatcher in reverse seniority order. Notice will be posted in advance of any transfers which are to take place not later than Wednesday noon prior to the change on Sunday.

(e) **Transfer Between Boards - Emergency** - The Dispatcher may transfer operators from one division's board to another division's board for forty-eight (48) hours in an emergency, according to seniority number. After the forty-eight (48) hour period, according to seniority number, operators will return to their respective board.

(f) **Reporting for Work - Extra Board Operators** - Each operator assigned to the extra board shall report to the Dispatcher at the time of his assignment specified on the daily posted list and shall be ready to depart as scheduled.

(g) **Relieves - Emergency** - Any emergency relieve will fall to the lot of the first available extra board operator. Regular operators shall get second preference at applicable rate of pay.

(h) **Extra Board Operators -Waiting Requirement** - Each A.M. Report Board and Time Slot Board Operator, whether or not he/she is assigned a "piece of work," shall be paid regular scale commencing with the time of his/her report.

(i) **Extra Board Assignment** - A.M. Report Board operators will pick report times. (Example: 3:55, 4:00, 4:01, 4:02, etc.). Assignments: All "pieces of work" coming open by 3:00 P.M. The day prior to work day will be preassigned on a time out basis to A.M. Report Board Operators. Such preassignments shall be restricted to work whose report time is prior to next picked report and shall not exceed ten (10) platform hours in a spread time of fourteen (14) hours. A.M. Report Extra Board Operators making a second report will be assigned work on a time-in basis, and will be scheduled in the garage within fourteen (14) hours of their picked report. Spread

time in excess of twelve (12) hours shall be paid at one and one-half times the hourly rate (Article VII.8 - Item 5). Any Extra Board Operator who is late will be assigned work after all other operators on the extra board have been assigned on the date he is late.

(j) **Extra Board Operators - Days Off** - Each extra board operator shall be entitled to receive two consecutive days off in each week.

(k) **Extra Board Operator - Duty on Completion of Regular Runs** - There shall be no second report for any extra board operator if he/she has worked a total of eight (8) hours. Runs of less than eight (8) platform hours will not be preassigned.

(l) **Assignment of Trippers and Open Pieces of Work** - Trippers or open pieces of work shall fall to the lot of extra board operators not already assigned work in order of position on that board. Assignments shall be made in accordance with the following procedures, except that an open piece of work of three hours or less may be assigned first to an extra list operator:

(1) A.M. trippers and open pieces of work will be assigned at the A.M. report time.

(2) P.M. trippers or open pieces of work shall be assigned to A.M. Report Board Operators by 9:00 A.M. Any run of eight hours or more for which a Time Slot board operator is not available and which would require an A.M. Report Board Operator to arrive in the garage beyond fourteen (14) hours of his picked report will be assigned to an operator on the extra list when present. Only after these procedures are followed, will it be assigned to an A.M. Report Board Operator. If so assigned, he will be required to finish the run. These assignments will be made on a time-out basis according to position on the A.M. Report Board. Any operator working such an assignment may request that his/her report for the next day be changed to ten (10) hours from time in garage.

(3) Trippers and open pieces of work remaining uncovered will fall to the unassigned Time Slot extra board operators with P.M. time slot after the A.M. Report Board has been exhausted.

(4) Trippers or open pieces of work will be assigned fifteen (15) minutes before they are scheduled to leave the garage.

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(m) **Extra Board -Time Slot** - A board apportioned at no less than fifteen (15) percent of the system-wide straight runs will be posted at line-up time for selection. Operators selecting this board will have one report. Days off will be picked at line-up time.

M.D.T. will make a reasonable effort to equitably distribute work among the operators of each Operating Division.

All picked P.M. extra board assignments shall be Time Slot. There shall be no diminution in the average number of A.M. time slots as a result of all P.M. assignments being time slots.

Time Slot extra board operators will have priority on the following work:

Regular runs or pieces of work consisting of at least eight (8) platform hours.

Other work assignments requiring one report. This may consist of one or more pieces of work or assignments, including charters, without a break in pay, provided it does not exceed ten (10) hours.

Split runs which require the operator to return to the garage and either take out another bus or report to the Dispatcher, or any pull-in or pull-out incorporated in a split shall not be assigned the time slot extra board.

Time slot extra board operators will be assigned in the following manner:

Reports: Operators will pick report periods spanning thirty (30) minutes: Example: 4:00 thru 4:29, 4:30 thru 4:59, etc.).

Assignments: All "pieces of work" coming open by 10:30 A.M. the day prior to the work day will be assigned to Time Slot operators within their respective time slots. These operators will report at the time stated (within their slot) for the assigned work.

Unassigned Operators: Operators not assigned work on the day prior to the work day will report at a time, within their half-hour time slot, designated by the Dispatcher. These operators

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will be on paid standby and assigned work in the order in which they report. A Time Slot extra board operator may refuse an assignment which results in a spread time of more than 12 hours. Such operator may be given another assignment within the spread.

Duration: Operators selecting the Time Slot board will do so for the duration of the line-up. These operators may, however, pick off of the board to take runs or time slots which become permanently open between line-ups.

Adjustment Line-ups: After notifying and consulting with the Union, M.D.T. may have a line-up of Time Slot board operators as often as deemed necessary to adjust time slots to fit work assignments. These line-ups will become effective at the beginning of a work week.

Late Reports: Should an operator on the Time Slot board make a late report and reports to the Dispatcher within two hours he may be placed on the bottom of the report extra board and shall be required to take any piece of work assigned by the Dispatcher. This may include two reports. His guarantee for the week will be adjusted by 20% for each day of the week he is late. He shall be paid above the reduced guarantee for any work performed on the day he is late.

(n) **Hold Down** - Any regular run or combination which is listed on the current line-up may be available on a seniority basis as a hold down provided it can be determined that the regular operator will be absent for a minimum of one (1) calendar week. All operators working such assignments will be considered regular operators for the duration of the hold down, subject to the days off, work hours, and work rules applicable to that run. The vacation hold-downs will be posted every three (3) weeks on Monday of the week proceeding the vacation cycle. Hold downs for other types of absences will be posted each Monday. Bidding for all hold downs will close at 5:00 p.m. on Thursday following the posting period. Successful bidders shall be notified by posting by the Dispatcher after noon on Friday. The effective date of the hold down will be the following Sunday. Successful bidders shall be notified by the Dispatcher after noon on Friday.

(1) These hold down assignments will be effective for the duration of the vacation or absence and will be effective in full work week increments only. Odd days of less than one (1) week will revert to the extra board.

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(2) Operators picking hold downs shall not have scheduled leave which will conflict with the hold down. In such cases, these operators shall be ineligible to pick the hold down.

(3) If an operator is late or misses the hold down more than three (3) occasions, such operator shall lose the hold down and be prohibited from bidding on future hold downs for the duration of the line up.

(4) A.M. work will be picked by a.m. extra board operators and p.m. work will be picked by p.m. extra board operators.

The hold down provision shall apply to Report Board Extra Board Operators and Time Slot Extra Board Operators (Article VI.4 (m) (i)).

(o) **Extra Board - Holidays** - Extra board operators who are required to work on a holiday will have the option of banking the holiday time earned in accordance with ARTICLE VII.10, or being paid. M.D.T. will provide two (2) days advance notice to twenty (20) extra board operators at Central Division; ten (10) extra board operators at Northeast Division; ten (10) extra board operators at Coral Way Division; ten (10) extra board operators at Northwest Division and ten (10) extra board operators at any new division which may open on all holidays on which a Sunday schedule is run, whether or not they will be required to work or will be off on such Holidays. A procedure will be established by an Administrative Order.

ARTICLE VI.5 ACCIDENT, INJURY, OR INCIDENT REPORTS

The following procedures shall govern the reporting of accidents, injuries, or incidents:

(a) **Service Related Accidents, Injuries or Incidents** - Accidents , injuries or incidents of any nature involving the operator, a passenger on M.D.T. equipment; and disturbance involving the operator or passenger shall be immediately reported to the Dispatcher. A full written report shall be submitted by the operator when required by his supervisor, but in no case later than twenty-four hours following the occurrence. All written reports by the operator shall include: What number one (bus) was doing; what number two (other party) was doing; what happened;

and names of passengers or others to support operator's statement and any other information required by the M.D.T.

Unless the operator is incapacitated, failure to follow this rule may be caused for disciplinary action up to and including dismissal. The operator shall receive thirty (30) minutes base hourly rate for full and complete preparation of an accident report.

(b) **Personal Injury** - Operators shall promptly report all injuries sustained by them in the regular course of their employment to their immediate supervisor. Personal injury forms (including Supplemental Pay forms) provided for that purpose shall be completed properly. Both employee, immediate supervisor, and Union officials may be present when the form is filled out.

ARTICLE VI.6 BUS OPERATOR TRAINEE

All applicants for the classification bus operator shall be required, following qualifications for the position by general examination given under the direction of the County Employee Relations Director, and selection for training by M.D.T., to satisfactorily complete a prescribed training period during which he shall not be entitled to the pay and benefits for the class of employee but shall receive an allowance not to exceed forty dollars per day for expenses.

ARTICLE VI.7 UNIFORMS

M.D.T. may in it discretion prescribe the wearing of uniforms by any or all classes of its transit operation employees. The quality, tailoring, and color shall meet specifications prescribed by M.D.T.

The operator's regulation uniform shall be worn as follows:

(a) With regular long-sleeve shirts, the prescribed necktie. With sport type short sleeve shirt and sport type collar, no tie required.

(b) Regulation uniform jacket or sweater when required.

(c) Wearing of cap and badge, while on duty, is optional with the operator. If a cap is worn it shall be the regulation uniform cap.

(d) Either solid black, green, or white socks may be worn with the prescribed uniform.

Black shoes with regulation heels (1½ inch maximum) as per specifications to the uniform supplier will be required.

(e) Operator shall at all time, while on duty, wear the prescribed uniform and said uniform shall be kept in a neat and clean condition.

ARTICLE VI.8 PASSENGER RELATIONS

Operators in their relations with the riding public shall at all times observe the following conduct:

(a) Be courteous, helpful a patient. Avoid arguments and exercise reasonable self control.

(b) In case of any misunderstanding arising from enforcement of rules of M.D.T. with respect to passengers, politely explain the rule and request the passenger to apply to M.D.T. for further consideration of the point in question. Should this fail, the operator shall call the Dispatcher for instructions.

(c) Badge number will be given on request at any time and in a courteous manner so as not to offend.

(d) Answer all questions in a courteous, accurate, and complete manner and explain the reason for a service change or interruption upon inquiry from a passenger.

(e) Passengers will be extended such courtesy and assistance as reasonably consistent with practical operation. Operators will use their best judgment in dealing with handicapped persons. When ejection of a passenger becomes a necessity, the operator shall request the police to remove the passenger and immediately notify the Dispatcher. Names and addresses of persons observing the incident will be obtained by the operator if possible.

(f) In case a passenger becomes seriously ill or unconscious, immediately notify the Dispatcher. The Dispatcher will determine what assistance is needed and what action should be taken.

ARTICLE VI.9 CARE OF EQUIPMENTS - RESPONSIBILITY

It shall be the responsibility of the operator to handle all equipment in a manner which will avoid unnecessary strain, damage, or abuse and which is in accordance with the procedure which shall from time to time be established and published in procedure manuals of MDT.

ARTICLE VI.10 LOST AND FOUND

All articles found by an operating employee in a bus or on County property, or when found by a passenger and given into the custody of an operating employee shall be delivered as soon as possible to the appropriate agency office. Each employee turning in such an article shall have attached to it a Lost Article Tag which shall state the time and place where found and the name of the person finding the article.

Unclaimed articles will be returned to the finder after thirty (30) days except for valuable articles which may be held an additional sixty (60) days.

ARTICLE VI.11 BUS OPERATORS - PART-TIME OPERATORS

The following procedures shall apply to part-time Bus Operators:

(a) MDT shall hire and assign part-time operators based on level of needs as determined by the MDT. The number of part-time operators shall not exceed the number developed by the following formula:

20% x number of budgeted full-time Bus Operators

Part-time operators may be used for any scheduled assignment on Saturday and Sunday, including regular runs. Part-time operators will not be used for football and other special park-ride services, unless all regular operators have been given an opportunity to operate said service. Part-time operators will not work in excess of twenty-four (24) platform hours per week, unless MDT is required to use part-time operators as described in the preceding sentence of this section. Weekend part-time assignments will not exceed ten (10) platform hours per day. The daily overtime provision of this agreement shall not apply to part-time operators.

a) Regular operators will not be required to become part-time operators.

b) Employees in part-time operator status shall not accrue seniority. Regular operators shall at all times have seniority rights over part-time operators.

Part-time employees will be given the preference to become full-time operators based on time employed as a part-time bus operator. If dates of employment are the same the test scores will govern.

c) All part-time operators shall come under the conditions of this Agreement in reference to Union membership, due check-off, C.O.P.E. Check-off, grievance procedure, arbitration, and Union representation.

d) Leave Procedures

Accrual of Leave - Part-time employees who are regularly employed and who work forty (40) hours bi-weekly or more shall earn annual and sick leave in accordance with the Miami-Dade County Leave Manual. The amount of leave earned by part-time employees may vary from pay period to pay period depending on the number of hours worked in the period.

Waiting Period - A part-time employee must serve a waiting period consisting of 13 pay periods before being eligible to use accrued leave. Only a pay period in which the employee has worked a minimum of 40 hours may be counted toward the waiting period. Although a part-time employee must serve a waiting period before being able to use leave, he earns leave starting with the first pay period in which he works 40 hours or more.

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e) Unless specifically provided for or modified by this Agreement, part-time operators shall be covered by applicable provisions of the County Code, Personnel Rules, and Leave Manual pertaining to part-time employees.

f) Part-time bus operators will be guaranteed one and one-half hours straight time pay for each assignment or actual hours worked; the guaranteed time will include any time allowances applicable. Wait and travel time will be paid only if required.

g) Part-time operators will basically be eligible for pro-rata benefits.

(1) Social Security
(2) Pension
(3) Time allowances as shown in ARTICLE VII.4 and ARTICLE VII.7 except for any modification in this section (ARTICLE VI.11)
(4) Holidays (when meeting eligibility requirement) four (4) hours.
(5) Emergency Funeral Leave (up to 12 hours).
(6) Emergency Sick Bank (up to 12 hours).
(7) Annual and Sick Leave as stated in Paragraph (e).
(8) Jury Duty-Pay for lost time, up to what assignment for that day would have been.
(9) Group insurance benefits are not available to part-time employees. Should these insurance benefits be granted to all part-time employees by the County then such employees would be eligible for these group insurance benefits.

(i) Any regular operator desiring to become a part-time operator may be transferred to such status to attend an accredited school or college on a full-time basis provided the course work is transportation related and would enhance his/her career opportunities at M.D.T.; and providing such operator has completed at least one year as a regular operator immediately preceding such request. Such transfers will be subjected to the following conditions:

1) Such operators will be paid their normal hourly rate per the current Agreement for operators but will not have any guarantee.

2) Operators desiring to transfer to part-time status must first obtain written approval from M.D.T. Once a transfer is granted, the operator must remain in such status for the quarter, semester, or other term registered for as per the written request.

3) Seniority rights of regular bus operators approved under this section for part-time status shall continue to accrue for a period not to exceed two (2) years.

Example: Employee with eight and one-half years seniority transferring to part-time status for two (2) years, would have ten and one-half years seniority upon returning to regular bus operator status, providing it was done within two years.

(j) During the term of this Agreement M.D.T. will continue to post at least fifty (50) as picked trippers to be picked by regular bus operators.

(k) Part-time operators will be required to adhere to all rules and regulations covering conduct, work habits, personal appearance, and any other operator's responsibilities required of full-time operators.

ARTICLE VII

PAY PLAN, ALLOWANCES, OVERTIME, WORK WEEK, HOLIDAY, SICK LEAVE, LEAVE OF ABSENCE, GROUP INSURANCE AND VACATIONS FOR TRANSIT OPERATING EMPLOYEES.

The Pay plan, allowances, overtime, work week, holidays, sick leave, leave of absence, group insurance, and vacations for bargaining unit employees shall be as follows in this Article.

ARTICLE VII.1 BASE WAGES

The hourly rates agreed to by the parties are a result, in part, of negotiated contractual changes that will enable MDTA to effect certain efficiencies, economies, and productivity improvements during the term of the Agreement.

All Bus Operators shall progress from the minimum to the maximum of the salary range in one-year increments of five percent (5%) contingent upon annual satisfactory or higher Performance Evaluation Reports in the Bus Operator classification. The Bus Operator Trainee rate shall be five percent (5%) below the minimum rate of pay for Bus Operator, as determined by the Employee Relations Department. Effective upon ratification of this Agreement, progression through the pay range and merit increases shall be suspended. Effective one year from ratification of this Agreement, progression through the pay range and merit increases shall be automatically restored prospectively only.

ARTICLE VII.2 LONG SERVICE PAY PREMIUMS

A. **Service in Grade Pay**

Employees will receive additional pay step increments for continuous service in the same classification as described below:

1. Advancement to Longevity Step 1 may be made after completion of five (5) years service at the maximum rate of the salary range. Such advancement will be one pay step beyond the normal maximum rate.

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2. Advancement to Longevity Step 2 may be after completion of five (5) consecutive years of service at Longevity Step 1 of the salary range. Such advancement will be made one pay step beyond Longevity Step 1.

3. Longevity increases may be granted, deferred, or denied in accordance with the merit concept.

4. Employees classified as Bus Hostlers, Bus Mechanic Helper or Bus Body Mechanic/Painter Helper as of October 1, 1978 and who are later promoted to Bus Mechanic, Bus Body Mechanic/Painter, Bus Maintenance Clerk, Bus Stock Clerk, Transit Facilities Mechanic will be placed, upon promotion, at a pay step which will provide for advancement of Longevity Step 2 within eleven and one-half years from the date of promotion assuming satisfactory or above performance ratings.

Effective upon ratification of this Agreement, progression from any one pay step to the next pay step, merit increases and longevity increases shall be suspended. Effective one year from ratification of this Agreement, progression from any one pay step to the next pay step, merit increases and longevity increases shall be automatically restored prospectively only.

B. **Longevity Bonus Award**

Employees with fifteen (15) years of continuous uninterrupted County service shall receive an annual longevity bonus in accordance with the following schedule:

Years of Completed Full- time Continuous County Service	Percentage Payment of Base Salary
15	1.5%
16	1.6%
17	1.7%
18	1.8%
19	1.9%
20	2.0%
21	2.1%
22	2.2%
23	2.3%
24	2.4%
25	2.5%
26	2.6%

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27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%

Effective upon ratification of this Agreement, the payment of longevity bonuses shall be suspended. Effective one year from ratification of this Agreement, the payment of longevity bonuses shall be automatically restored prospectively only.

ARTICLE VII.3 MINIMUM GUARANTEE - EXTRA BOARD OPERATORS

Extra board men shall receive payment for forty (40) hours per week provided they have complied with the special conditions elsewhere set forth in these rules. (i.e. Making scheduled reports, being late or not making such reports will cause extra board operators to lose 20% of the week's guarantee for each day an operator fails to be on time for such reports.)

The premium pay for daily overtime worked by extra board men will be above the forty (40) hour per week guarantee, e.g.

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Totals
Hours Worked	Off	10	10	10	2	2	Off	Totals
Straight Pay Hours		8	8	8	2	2		28
Overtime Hours	-	2	2	2				6
Premium Pay		1	1	1				3
								37
Plus Guarantee								6
Total Pay Hours								43

ARTICLE VII.4 ALLOWANCES - BUS OPERATORS

In addition to base, Bus Operators shall be entitled to receive the following specific allowances:

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	PURPOSE	AMOUNT
1.	Request report other than regular run (Regular Operator).	Minimum of 2 hours base pay.
2.	Instructing trainees on runs.	One (1) pay step above base rate.
3.	Bus preparation time.	Fifteen minutes at base hourly rate.
4.	Travel time between two points.	Actual travel and wait time at base hourly rate.
5.	Travel time from relief point to garage.	Actual wait and travel time at base hourly rate.
6.	Travel time from garage to relief point.	Actual travel and wait time at base hourly rate.
*7.	Uniform allowance	$400.00 annually for operators.
8.	Full and complete preparation of an accident report.	Thirty minutes at base hourly rate
9.	Night Differential after 7:00 p.m.	Five percent (5%) above base rate for work performed between 7:00 p.m. and 8:00 a.m., provided shift work commences prior to 6 a.m.
10.	Required to see superintendent in accordance with Note below.	Fifteen minutes at base hourly rate.

(*) Overtime premium will not apply to these allowances.

NOTE: Items 4, 5, and 6 may be made by bus, auto, or other method as stated by M.D.T. This would be so stated on line-up.

Item 7 - may include purchase of one watch during term of Agreement for operator's use. M.D.T. will prescribe purchase procedures.

Item 10 - when notified to see a Superintendent, each Operator is responsible for reporting to the Superintendent's office at the time scheduled, or if no time is scheduled, within 72 hours of notice. Operators required to see a Superintendent in response to a complaint or as part of a disciplinary investigation shall be paid an allowance of fifteen (15) minutes at straight time.

ARTICLE VII.5 ALLOWANCES - SHOP & GARAGE EMPLOYEES

In addition to base pay, Shop & Garage Employees shall be entitled to receive the following specific allowances:

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	PURPOSE	AMOUNT
1.	Night Differential - work between 7:00 P.M. and 8:00 A.M. provided shift commences prior to 6:00 A.M.	Five percent (5%) above base rate.
*2.	Tool Allowance - Journeymen Mechanic (8005, 8006, 8007, 8008, 8009, 8010, 8021, 8052, 8083, 8084, 8085, 8089). A list of minimum tool requirements will be supplied to employees in these classifications.	$45.00 net annually.
3.	Leadworker	One step above base rate.

(*) Overtime premium will not apply to these allowances.

ARTICLE VII.6 ALLOWANCES TRANSIT INFORMATION CLERKS, PARATRANSIT SERVICE CLERKS AND TRANSIT CUSTOMER REPRESENTATIVES

In addition to base pay, Transit Information Clerks, Paratransit Service Clerks, and Transit Customer Representatives shall be entitled to receive the following specific allowance:

PURPOSE	AMOUNT
Night Differential after 7:00 P.M.	Five percent (5%) above base rate for work performed between 7 p.m. and 8 a.m., provided shift work commences prior to 6 a.m.
Instructing Trainees - Transit Information Clerks (8040), Paratransit Service Clerks (8292), and Transit Customer Representatives (8150).	One (1) step above base rate.

ARTICLE VII.7 ALLOWANCES- ALL BARGAINING UNIT EMPLOYEES

In addition to base pay, all bargaining unit employees shall be entitled to receive the following specific allowances:

All bargaining unit employees will receive a $50.00 biweekly pay supplement. Effective upon ratification of this Agreement, the $50 biweekly supplement shall be suspended. The $50 biweekly

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supplement shall be automatically restored one year after ratification of this Agreement prospectively only.

	PURPOSE	AMOUNT
*1.	Periodic County Medical Examination (Frequency and scope of examination to be determined by M.D.T.)	Two (2) hours base pay or actual time spent, if conducted during off duty hours.
*2.	M.D.T. Promotional Examination	Time necessary for taking examination. Arrangement must be made at least two days in advance.)

(*) Overtime premium will not apply to these allowances.

ARTICLE VII.8 OVERTIME - TRANSIT OPERATING EMPLOYEES

Premium rates will be paid an employee for his work in excess of eight (8) hours daily (except for the 4 day work week schedule) when such work is directed and properly authorized by supervisory personnel of M.D.T. The computation of the work week hours for the purpose of overtime compensation shall include work hours only and shall exclude hours on annual leave and sick any leave. This applies when an employee has been on either of these types of leave during his work week and then works on one of his scheduled off days.

Examples:

EXAMPLE "1"

	S	M	T	W	T	F	S	Totals
Schedule	9	9	9	9	9	off	off	45
Worked & Sick	9	9	9	S9	9	off	9	54
Straight	8	8	8	8	8	off	8	48
Overtime Pay	1	1	1	1	1	off	1	6

(S=Sick) Sick (1) Day, Worked (1) Off Day

EXAMPLE "2"

	S	M	T	W	T	F	S	Totals
Schedule	9	9	9	9	9	off	off	45

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Worked & Sick	9	S9	9	9	9	9	9	63
Straight	8	8	8	8	8	8	8	48
Overtime Pay	1	1	1	1	1	1	9	15

(S=Sick) Sick (1) Day, Worked (2) Off Days

Work performed under the following circumstances shall entitle a bus transit operating employee to the compensation shown:

	CIRCUMSTANCES	COMPENSATION
1.	Required to work on holiday listed in day ARTICLE VII.10 which falls on normal work day.	Twice the base hourly rate.
2.	Required to work on holiday listed in ARTICLE VII.10 when same falls on day off.	Three times the base hourly rate.

Employee must be in pay status on his work day before and after holiday to be eligible for holiday pay or holiday pay premium.

For Example: If off days are Saturday and Sunday and the holiday falls on a Friday, employee must be on pay status the Thursday before and the Monday after the holiday.

3.	Worked performed on off day provided full work week (40 hours) has been worked.	One and one-half times the base hourly rate. Subject to limitations in first paragraph of ARTICLE VII.8.
4.	For employees working a five-day work week, work performed in excess of 8 hours in any one day.	One and one-half times the base hourly rate.
5.	For employees working a four-day work week, work performed in excess often (10) hours in any one day.	One and one-half times the base hourly rate.

ARTICLE VII.9 WORK WEEK - TRANSIT OPERATING EMPLOYEES

The work week of all Transit operating employees shall be the calendar week (Sunday through Saturday). Each employee who has a five (5) day work week shall be entitled to receive two

consecutive off-days each week. Each employee who has a four (4) day work week shall be entitled to receive two consecutive off-days each week, but the third would not necessarily be consecutive. The bus operators/train operators' regular runs shall contain no less than forty (40) hours.

ARTICLE VII.10 HOLIDAYS

The following named days of the year shall be recognized holidays subject to the special provisions contained in this Agreement with respect to work performed on such holidays and to the holiday accrual procedure set forth:

HOLIDAYS

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday
4. Memorial Day
5. 4th of July
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Friday Immediately Following Thanksgiving Day
10. Columbus Day
11. Christmas Day
12. December 26th
13. Employee's Birthday

(b) **Holiday Accrual** - All Bargaining Unit employees may by written notice, not later than three (3) days before each holiday, have up to thirteen (13) days of holiday pay banked instead of being paid for the holiday. If the holiday falls on his day off he may bank it. These days cannot be used as part of the employee's vacation, however, employees with holiday bank accrual shall be given preference when requesting to be excused over those employees making similar request but having no holiday accrual. Maximum accrual in this bank will be all County paid holidays in one budget year.

Banked holidays must be used prior to an employee being given a non-paid excused pay.

Upon an employee's termination, his holiday bank will be paid.

ARTICLE VII.11 LEAVES OF ABSENCE

A permanent transit operating employee may be granted leave of absence without pay for a period not to exceed one year for sickness or disability, to engage in a course of study, or any other good and sufficient reasons which would serve the best interest of the County. Requests for leave shall be in writing and shall require approval of the M.D.T.

ARTICLE VII.12 MILITARY LEAVE

Employees who are called to active duty in the Armed Forces of the United States shall receive the rights and privileges authorized by Federal and State of Florida Laws with respect to leave, status, and reemployment.

Military Leave - Annual Training - Employees, who are members of the Armed Forces Reserve or National Guard, are entitled to thirty (30) working days pay in any one fiscal year when ordered to engage in annual training exercises.

ARTICLE VII.13 BEREAVEMENT LEAVE

Bereavement leave shall be granted for up to five (5) days for in the event of a death in the employee's immediate family. Immediately family is defined as spouse, children, stepchildren, mother, father, stepmother, stepfather, sister, brother, stepsister, stepbrother, grandmother, grandfather, grandchildren, registered domestic partner, child or parent of a registered partner, or upon proof, any person in the general family whose ties would normally be considered immediate family and living within the same household. Bereavement leave shall not be charged against accrued sick or annual leave provided the request for same is made in writing and contains the name of the deceased, the relationship to the employee, and a copy of an obituary, memorial folder, or other documentation confirming the death and the deceased's relationship to the employee.

In the event of the death of an employee's mother-in-law or father-in-law, a maximum of five (5) days leave from the employee's sick leave bank (not current sick leave accrual), if available, may be used.

ARTICLE VII.14 SICK LEAVE

(1) Any transit operating employee who is unable to work because of an illness resulting from some cause other than a job connected injury or disability shall be entitled to receive twelve (12) days of sick leave annually. The unused portion of the first six days shall be convertible to vacation time. The unused portion of remaining six days shall be accumulated in a sick leave bank. A bargaining unit employee with 20 or more years of service may, upon written request, receive payment for the sick leave hours that qualify to be converted to annual leave each year. There shall be no entitlement to payment for accumulated sick leave in the event of separation from the County service, except as provided in paragraph 2 below.

Sick Leave Payment - Each transit operating employee shall be entitled to receive the same full rate of pay for a sick leave day as he would have received for a day worked. Except, however, that no Bus Operator or Train Operator shall be entitled to the use of, or payment for, any fractional portion of a day.

(2) Employees who retire or resign from County service will be eligible to receive payment for up to a maximum of 1,000 hours of accrued unused sick leave at the employee's current rate of pay at time of separation, excluding any shift differential, prorated in accordance with the following schedule:

Less than 10 years	No Payment
10 years but less than 11 years	25% payment
11 years but less than 12 years	30% payment
12 years but less than 13 years	35% payment
13 years but less than 14 years	40% payment
14 years but less than 15 years	45% payment
15 years but less than 16 years	50% payment
16 years but less than 17 years	55% payment
17 years but less than 18 years	60% payment
18 years but less than 19 years	65% payment
19 years but less than 20 years	70% payment
20 years but less than 21 years	75% payment
21 years but less than 22 years	77.5% payment
22 years but less than 23 years	80% payment
23 years but less than 24 years	82.5% payment
24 years but less than 25 years	85% payment
25 years but less than 26 years	87.5% payment
26 years but less than 27 years	90% payment
27 years but less than 28 years	92.5% payment
28 years but less than 29 years	95% payment
29 years but less than 30 years	97.5% payment
30 years or more	100% payment

Employees who retire after 30 years of full-time County employment will be eligible to receive 100% payment of their full balance of accrued unused sick leave. Such payment will be made at the employee's current rate of pay at the time of retirement excluding any shift differential, and will not be subject to any maximum number of hours.

ARTICLE VII.15 DISABILITY LEAVE

Transit operating personnel shall be entitled to short-term disability leave benefits (as defined in Section 2-56.27.1 of the Miami-Dade County Code) with the following exceptions: (a) All bargaining unit employees hired prior to September 4, 1986, shall be entitled to payment for disability leave at 100% of the employee's salary less all Worker's Compensation weekly indemnity payment. (b) All bargaining unit employees hired after September 4, 1986, shall be entitled to payment for disability leave at 80% of the employee's salary less all Worker's Compensation weekly indemnity payments.

It is further provided that in the event a third party is involved in the cause of injury and the employee is successful in collecting damages from such party, the County shall be entitled to reimbursement for all salary payment collected in excess of Worker's Compensation benefits, and the above shall have

no effect on any right of the County to a lien for Worker's Compensation benefits paid.

ARTICLE VII.16 GROUP INSURANCE & HEALTH MAINTENANCE ORGANIZATION

The County's contribution for group insurance shall not exceed the amount it contributes toward single employee coverage and no contribution shall be made for dependent coverage.

The parties agree that bargaining unit employees will be afforded the opportunity to become members of the County's self-insured Health Maintenance Organization pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto.

If the County implements a flexible benefits program, the parties agree that bargaining unit employees will be offered the opportunity to participate pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the employer and the Internal Revenue Code.

(1) The County's Group Health Insurance Plan will include a Point of Service/Managed Health Care Group Insurance Plan.

(2) The County will provide a $5.00 biweekly Flex dollar contribution to employees enrolled in a High Option HMO Plan.

(3) The County will provide a $10.00 biweekly Flex dollar contribution to employees enrolled in a Low Option HMO Plan.

(4) The County will provide an annual $1,000 Flex dollar contribution paid in biweekly increments for County employees eligible for group health coverage.

(5) All employees enrolled in the County's Point of Service/Managed Health Care Group Insurance Plan shall be required to pay three percent (3%) of the cost of single coverage of this plan.

Effective upon ratification of this Agreement, the County's contributions to the Flexible Benefits Plan shall be suspended. Such contributions previously provided shall be automatically restored one year from ratification of this Agreement prospectively only.

ARTICLE VII.17 VACATIONS

To recognize continuous length of service, employees shall be granted the following additions to annual leave on their leave anniversary date after completing the prescribed number of years of service.

LONGEVITY ANNUAL LEAVE

After 1 year service	10 days + converted sick leave
After 6 years service	10 days + *day longevity + **converted sick leave
After 7 years service	10 days + 2 days longevity + converted sick leave
After 8 years service	10 days + 3 days longevity + converted sick leave
After 9 years service	10 days + 4 days longevity + converted sick leave
After 10 years service	Thru 15 years service 10 days + 5 days longevity + converted sick leave
After 16 years service	10 days + 6 days longevity + converted sick leave
After 17 years service	10 days + 7 days longevity + converted sick leave
After 18 years service	10 days + 8 days longevity + converted sick leave
After 19 years service	10 days + 9 days longevity + converted sick leave
After 20 years service	10 days + 10 days longevity + converted sick leave

(*) To recognize continuous length of service, employees shall be granted the days shown as longevity upon the completion of the anniversary year shown. Should the Miami-Dade County Leave Manual be modified to provide for the peroration of longevity annual leave, said change will be extended to this bargaining unit.

(**) The basic sick policy of the County is to grant twelve (12) workdays of sick leave for one (1) year of continuous service.

However, that portion of an employee's first six (6) days of sick leave that is unused at the end of his leave year shall be added to his annual leave. The last six (6) days of sick leave accrued during the

leave year if unused shall be accumulated without limit in a sick bank to be used after current sick leave is exhausted.

Vacations not to interfere with normal operation - Vacations shall be taken at the discretion of the department head in accordance with an established schedule. The department head shall give full consideration to an employee's length of service in the selection of vacation dates.

Vacation Payment - Each transit operating employee shall be entitled to receive the same full rate of pay for a vacation day as he would have received for a day worked. No Bus Operator or Train Operator shall be entitled to the use of, or payment of, any fractional portion of a day.

Annual Leave Accrual - Maximum accrual of annual leave is 500 hours. No employee shall carry annual leave in excess of such maximum accrual hours (including longevity annual leave) into a new leave year. If, however, this is done, the excess shall be forfeited annually on the employee's leave anniversary date. Additional procedures may be set forth in an Administrative Order.

Dispatcher or Rail Supervisory Personnel to be Notified of Use of Leave Days - The Dispatcher or Rail Supervisory Personnel may allow Bus Operators or Train Operators to be off when in his judgment it will not adversely effect operations and all pieces of work are covered. The Bus Operator or Train Operator may be paid for the day from his annual leave accrual provided he has given three (3) days prior notice to the Dispatcher or Rail Supervisory Personnel.

ARTICLE VII.18 LEAVE ACCRUAL (4 DAY WORK WEEK SCHEDULE)

Leave accrual for employees on a four (4) day work week schedule will be in accordance with the Miami-Dade County Leave Manual.

ARTICLE VII.19 ALLOWANCES - TRANSIT REVENUE COLLECTORS

In addition to base pay, part-time Transit Revenue Collectors shall be entitled to receive a five percent (5%) above base rate differential for all work performed between 7 P.M. and 8 A.M., provided the shift commenced prior to 6 A.M.

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ARTICLE VII.20 ALLOWANCES - CURRENCY PROCESSORS

Night differential after 7:00 P.M. - premium for work performed between 7 P.M. and 8 A.M., provided shift work commences prior to 6 A.M., shall be paid the five percent (5% above base rate night shift premium.

ARTICLE VIII TRANSIT REVENUE COLLECTORS and PARKING ENFORCEMENT OFFICERS

The following shall apply to all Transit Revenue Collectors and Parking Enforcement Officers.

ARTICLE VIII.1 LUNCH PERIOD

Employees shall be entitled to a thirty (30) minute lunch break within the eight (8) or ten (10) hour work day of employees. This lunch break shall be paid time and shall be included in the total time of the shift. Employees shall remain working at their jobs and their stations until they are notified by an established method. There is no preparatory time for lunch provided for employees; therefore, any preparation for lunch made by employees shall be after the beginning of the lunch period. Employees shall be entitled to two (2) ten-minute rest periods each day. The time of such rest periods shall be at the discretion of MDT.

ARTICLE VIII.2 WORKING SUPERVISORS

MDT is authorized to utilize supervisory personnel to accomplish duties of Transit Revenue Collectors and Parking Enforcement Officers when it is determined to be operationally necessary by MDT management at the division chief level or higher. Management shall not abuse this authority. Examples of allowable instances include, but are not limited to, lunch period relief, special event fare collection, funds movement, and crew chief.

ARTICLE VIII.3 LINE-UPS

There shall be at least two (2) line-ups annually with additional line-ups as determined by MDT. The line-up shall be available to the Union fourteen (14) days prior the effective date of the line-up. The Union shall have up to three (3) days for review and discussion and employees subsequently shall have three (3) days for review prior to picking. These review periods shall be included within the fourteen (14) day period. The effective date shall be included on the posted line-up. MDT shall post a list of all available picks as to facility and shift with days off. Employees shall be notified in advance as to the procedure that will be used to effectuate the picking process.

Employees in the Parking Enforcement Officer classification will have the option of picking between two facilities. Parking Enforcement Officers will pick their line-ups as it relates to work schedule and days off. Upon reporting to their assigned facilities, employees in this classification will have the right to express their preference regarding work location; however, MDT retains the right to reassign Parking Enforcement Officers to work locations based on operational needs.

Management shall have the absolute discretion to move an employee from one facility to another once per line-up, and if possible, will not disturb the shift with days off. If management has moved an employee under this article, the employee shall not be permitted in the next line-up to bid back to the facility from which he/she was moved.

If an employee is not present to pick he/she will be expected to leave with his supervisor a list of at least three (3) choices in order of preference. Any employee who fails to provide a list of choices will be assigned duty as similar as possible to the one chosen at the last previous line-up. If an employee cannot pick in person because of an emergency, such employee shall be allowed to advise the office of his preferences by telephone.

Employees who are absent on the day a line-up is posted and have not returned by the third day after posting, shall be sent a notice of the date picking of the line-up will begin. This will be done by certified mail. Employees in an extended non-pay status or leave of absence at the time of a line-up will not be allowed to pick.

New employees and other employees who did not pick will be assigned to the shift(s) where there is a vacancy or the shift that MDT determines is the best suited for training and/or orientation purposes until such time as there is a new line-up.

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ARTICLE VIII.4 FOUR-DAY WORK WEEK

MDT shall be able to assign a maximum of 50% of all positions as four day work weeks at 10 hours per day. Employees assigned to this schedule will receive at least two (2) consecutive days off. This provision is not applicable to Parking Enforcement Officers.

ARTICLE VIII.5 UNIFORM ALLOWANCE

Parking Enforcement Officers shall receive a Uniform Allowance as currently provided by MDT. Effective the beginning of the first pay period in July 2008, this allowance shall be increased to $400.00 annually.

ARTICLE IX - PART-TIME CURRENCY PROCESSORS

ARTICLE IX.1 HOLIDAYS

Unless specifically provided for or modified by this agreement, part-time Currency Processors shall be covered by applicable provisions of the Miami-Dade County Code, Personnel Rules, and Leave Manual.

When eligibility requirements are met, part-time Currency Processors shall be paid four hours for holidays.

ARTICLE IX.2 OVERTIME

The daily overtime provisions of the collective bargaining agreement shall not apply to part-time Currency Processors.

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ARTICLE IX.2 HEALTH INSURANCE

Group insurance benefits are not available to part-time employees. Should these insurance benefits be granted to all part-time employees by the County, then part-time Currency Processors would be eligible.

ARTICLE IX.3 SPECIAL EVENTS

MDT will request Currency Processors volunteers to work special events. If, within 48 hours of the event, MDT has not secured sufficient volunteers, MDT has the right to assign the work to employees in the Currency Processor classification.

Currency Processors who work special events will be guaranteed four (4) hours at the applicable rate of pay.

ARTICLE IX.4 OUT OF CLASSIFICATION

Employees required to work out of classification will receive a one (1) pay step increase for any day so assigned except that if such an employee is selected from a certified list, such an employee shall be compensated on the same basis as if promoted.

ARTICLE IX.5 WORK ON HOLIDAYS

Work on holidays and New Year's Eve will be covered first with volunteers. In the event the number of volunteers is not sufficient, as determined solely by management, work will be assigned.

ARTICLE IX.6 APPLICABILITY OF PROVISIONS IN THE COLLECTIVE BARGAINING AGREEMENT

Part-time Currency Processors who are regularly employed and work more than forty (40) hours biweekly shall earn sick and annual leave in accordance with the provisions of the Miami-Dade

County Leave Manual. The amount of leave earned by a part-time Currency Processor may vary from pay period to pay period, depending upon the hours worked.

A part-time Currency Processor must serve a 13 pay-period waiting period before being eligible to use accrued leave. Only a pay period in which the employee has worked more than 40 hours may be counted toward the waiting period. Although part-time Currency Processors must serve a waiting period before being able to use leave, the employee earns leave starting with the first pay period in which he or she works more than 40 hours.

Unless specifically provided for or modified by this agreement, part-time Currency Processors shall be covered by applicable provisions of the Miami-Dade County Code, Personnel Rules, and Leave Manual.

All part-time Currency Processors shall come under the conditions of the collective bargaining agreement in reference to union membership, dues check-off, C.O.P.E. check-off, grievance procedure, arbitration and union representation and all sections in the Collective Bargaining Agreement in Articles, I, II, III, and VII.

Part-time Currency Processors will be eligible for pro-rata (where applicable) benefits: Social Security; pension; time allowances as shown in Article VII.4 and VII.7 of the collective bargaining agreement, except for any modification in this section; four hours for holidays (when meeting the eligibility requirements); up to twelve hours of emergency funeral leave; up to twelve hours of emergency sick bank leave; annual and sick leave as stated in the fifth paragraph of this section; and jury duty (pay for lost time - up to what the assignment for the day would have been).

Except in an emergency or in a declared emergency, as defined in Article II of the collective bargaining agreement, or unforeseen operational circumstances, part-time Currency Processors shall not work in excess of twenty-four (24) hours per week. The daily overtime provisions of the collective bargaining agreement shall not apply to part-time Currency Processors.

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RAIL ADDENDUM

Except as specifically modified herein, the rights and benefits afforded employees in Article I through Article VII shall apply to employees covered by this Addendum. This Rail Addendum provides provisions applicable to Bargaining Unit employees hired for the Metrorail and Metromover Systems except as specified herein.

SAFETY

There shall be a Safety Committee established to review and study working procedures and make recommendations to MDT on working procedures. The committee's recommendations shall include suggested written procedures for each division which will maximize safety and minimize risk to the employee and MDT property. Included in the committee's report will be itemizations of safety equipment and/or equipment which will allow a job to be performed in a safe manner. All recommendations shall be in writing to MDT. MDT may accept, modify or reject specific recommendations but will endeavor to take appropriate action to improve conditions reported by the Safety Committee. The committee will meet on a monthly basis. Minutes will be kept of each meeting.

The Union and Management will mutually agree on the number of members to serve and will name their designees. Committee members shall serve without loss of pay. Time spent on committee business shall be considered work time and paid as such.

In the event MDT does not adopt the report in full or modifies the recommendations, the changes will be an agenda item at the next scheduled Labor-management meeting.

UNAUTHORIZED LEAVE

Any employee (excluding Bus Operators, Train Operators) who fails to report for work at his/her scheduled time and place and within two (2) hours of that time has not properly notified his/her immediate supervisor in the prescribed manner, shall be deemed to be on unauthorized leave from the beginning of his work day, and may be subject to disciplinary action.

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Such disciplinary action may be waived at the discretion of the Division Superintendent or equivalent if in his/her judgment the employee's failure resulted from circumstances beyond the control of the employee.

INABILITY TO WORK - ILLNESS AND RETURN TO WORK AFTER ILLNESS

This Article pertains to all TWU employees other than Bus Operators and Train Operators.

It shall be the duty of an employee who, because of illness, is unable to report for work at his scheduled time and place to so notify MDT in the prescribed manner at the earliest practical time but no later than forty-five minutes before scheduled reporting time. It shall further be the duty of the employee to notify MDT in the prescribed manner as to the anticipated duration of the illness and expected return to regular duties.

Any employee returning to work after an illness shall be in fit condition to carry on his/her regular duties. His or her Division Superintendent or appropriate supervisor may require a doctor's certificate when in their judgment the employee appears unfit for return to duty or is an excessive absentee.

LATE TO WORK

An employee (excluding Bus Operators and Train Operators) who reports late for duty shall be paid only for time worked. An employee who does not report within two hours shall be considered on unauthorized leave. An employee who reports to work late has the option of making up the time at the end of his/her normal shift, up to two (2) hours, with the concurrence of the appropriate supervisor. Habitual lateness is cause for disciplinary action.

PHYSICAL EXAMINATION

Physical examinations shall be required for all Bus Operators and Train Operators every two years.

RETURN TO FORMER CLASSIFICATION

The following provisions shall apply to Rail employees who elect to return to their former bus classifications:

1) Rail employees may return to their former classification within their rail classification probationary period or not later than sixty (60) days after the commencement of rail revenue operations, whichever is later, without losing seniority in their bus classifications.

2) A written request must be made to their immediate supervisor stating the desire to return.

3) The employee will remain in the Rail employee classification until it is operationally convenient for rail operations to release him/her, however, the employees' name will be officially reinstated to its former position on the bus seniority list for their classification effective on the date of memo requesting to return.

4) Such employees shall fall under the provisions of Article III.7 Work out of Classification. Pay for Train Operators returning to bus shall be a minimum of the highest paid run he/she could have picked in bus or the actual hours worked in rail, whichever is higher.

5) Request to return as a Train Operator at a future date will be subject to all the following conditions:

   (a) A Train Operator vacancy would have to exist.
   (b) The existing Train Operator eligibility list would have to be exhausted.
   (c) The employee would fall to the bottom of the Train Operator seniority list, unless the provisions of paragraph (a), "Work Assignment Seniority Order," and paragraph (f), "Line-ups and Runs", contained herein, provide otherwise.

MAINTENANCE EMPLOYEES

TIME CARDS

Each employee must punch his/her own time card at the start of his/her work day, at the end of his shift, and on every occasion the employee leaves and returns to MDT property (except on official MDT business). Also, at the beginning of each weekly time card, each employee must sign in the space provided for his/her signature. An employee who punches a time card other than his/her own is subject to disciplinary action up to and including dismissal. An employee who requests another employee to punch the first employee's time card shall be, upon proof, subject to disciplinary action

up to and including dismissal. Daily time cards may be substituted for weekly time cards at the discretion of the MDT.

Track and Guideway maintenance employees and Systems maintenance employees may call in rather than punch time cards at the discretion of their appropriate supervisors.

LUNCH PERIOD

It is understood and agreed that a paid thirty (30) minutes lunch period shall be included within the eight (8) hour regular work day of rail maintenance employees. The procedure covering the lunch period may vary within rail maintenance classifications. MDT shall issue an order establishing the procedure. There is no preparatory time for lunch provided for employment; therefore, any preparation for lunch made by employees shall be made after the lunch period begins.

TOOLS, EQUIPMENT, AND PARTS

MDT will provide all necessary tools, equipment, and parts. Each shop employee shall be responsible for the proper care, use, and/or maintenance of all tools, equipment, or parts, which are issued to him and are the property of MDT. Loss, damage, or malfunctions of tools and equipment shall be reported immediately. No employee shall under any circumstances remove or borrow MDT tools, equipment or parts for his/her personal convenience or business. All malfunctions shall be reported in writing on the forms provided.

A secured space will be provided by MDT for storage of tools and equipment assigned to employees on vacation or extended leave periods. Management also maintains the right to hold tool box, locker, and other inspections on MDT property with a union representative present in order to insure the security and safety of tools and equipment belonging to both the employee and MDT. No unreasonable or arbitrary inspection will be made.

UNIFORMS AND SAFETY SHOES

The employee's regulation uniform furnished by the County shall be worn and changed in the manner prescribed by MDT regulations. Employees shall at all times while on duty wear the prescribed uniform. The uniform shall be kept in a reasonably neat and clean condition; MDT shall provide a minimum of one pair of safety shoes per year and a jacket for cold weather once every two years to

employees who work in areas deemed to require same. Employees classified as Guideway Inspection Specialists (8054) shall be provided with one pair of safety shoes every four months or at least three times per calendar year. Employees classified as Rail Maintenance Workers (8063), Rail Structural Repairers (8065), Track Equipment Operators (8066), Track Repairers (8064), and Transit Welder (8022) shall be provided with one (1) pair of safety shoes every six (6) months or at least two pair per calendar year.

WORK ASSIGNMENTS – SENIORITY ORDER

All such time that maintenance line-ups begin, seniority for picking work shall be determined as follows:

(a) For employees hired into rail classifications from inception up to and including two years after South line revenue service begins, seniority order shall be determined solely upon length of continuous employment with MDT in any TWU bargaining unit job classification.

(b) For employees hired into rail classifications after two years South line service begins, seniority order shall be determined solely upon length of continuous employment with MDT within the particular classification.

VACATION SELECTION

Vacation schedules shall be selected by seniority in December for the following calendar year. Seniority for picking vacations shall be as established in "Work Assignment Seniority Order" above. All vacations are subject to approval by MDT.

MAINTENANCE EMPLOYEES – LINE-UPS

Line-ups shall commence not later than one year after South line revenue service begins. Until such time, management shall assign work. After such time, there shall be at least two line-ups annually, one in December and one in June, with such additional line-ups as MDT deems necessary to meet current work requirements. If at anytime after twenty-one (21) calendar days an employee's work is judged unsatisfactory by MDT, such employee may be reassigned within classification and shift. Before any line-up shall be posted, the Union shall be granted the opportunity to review same up to ten (10) days prior to posting and to make pertinent comments and suggestions. After the posting of

the line-up for fifteen (15) days, the picking will then be started by classification seniority in groups. A maximum of three (3) days shall be allowed for picking. Picking shall be finished at least three (3) weeks prior to effective date of line-up. The effective date shall be included on the posted line-up. The new line-up will go into effect on that date. In the event there is disagreement between the Union and management concerning all, or any part of said line-up, the dispute shall not prevent the line-up from becoming effective as scheduled but shall be treated as a grievance and settled accordingly.

MDT shall post lists of all available picks as to facility location, working hours and days off, except that "Relief Assignments" may be posted on line-ups for all shop and garage classifications. The number will be limited to a maximum of 10% of all positions for the shop and garage combined. Employees shall be notified as to the time and place they are scheduled and expected to appear. However, if a maintenance employee cannot attend, he/she will be expected to leave with his/her supervisor a list of at least five (5) choices in order of preference. Any maintenance employee who fails to provide a list of choices will be assigned duty as similar as possible to the one chosen at the last previous line-up. If an employee cannot pick in person because of an emergency, such employee shall be allowed to advise the shop office of his/her preferences by telephone.

Employees who are absent on the day of a line-up is posted and have not returned by the third day after posting, shall be sent a notice of the date picking of the line-up will begin. This will be done by certified mail.

Employees in a non-pay status or indefinite absence or leave at the time of a line-up will not be allowed to pick.

MDT shall be able to post for bidding a maximum of 50% of all positions as four (4) day work weeks at 10 hours per day. Employees assigned to this schedule will receive at least two (2) consecutive days off.

TRANSFER BETWEEN LOCATIONS

At such time that line-ups are conducted, Maintenance employees may be transferred from one facility to another between line-ups and thereafter shall work on a regular basis at the new facility. Volunteers will first be requested from employees in the classification involved. Existing vacancies, after using volunteers, will be filled by assigned employees in the classification in reverse seniority order. First preference for open jobs between line-ups will be given to the most senior employee

within the classification, who requests the opening. A shop and garage employee may make only one such change between line-ups.

MAINTENANCE EMPLOYEES - BUS RADIOS AND TRAINING MANUAL

The Operating Instructions for the Transit Mobile Radio System and the procedures contained in the Rail Training Manual and Metromover System Operation Manual are a part of the rules and regulations of MDT. Any employees violating these rules or other misuse of the radio system will be subject to disciplinary action.

TRANSPORTATION EMPLOYEES

OPERATOR'S RESPONSIBILITY

It shall be the responsibility of the Operator to devote full attention to the safe, smooth, and efficient operation of equipment and to avoid discomfort or inconvenience to passengers. Subject to orders of persons of higher authority, the Operator has charge of the train and shall be responsible for:

(a) Observation of and adherence to speed commands, headways, schedules, and signals.

(b) Knowledge of and adherence to all MDT operating procedures and safety regulations, including pre departure testing procedures, and overall yard responsibilities and procedures.

(c) The safety of boarding and alighting passengers.

(d) Provide passenger assistance.

(e) The adjustment of lighting for the comfort and convenience of passengers.

(f) Proper display of all required signs and identifications.

(g) Distribution of schedules, route finders and other transit informational publications on trains and in stations as directed by MDT.

(h) Performance of such other duties as may from time to time be prescribed by MDT.

An Operator may grieve any unreasonable order by a higher authority under these provisions.

LINE-UPS AND RUNS

Line-ups and runs shall be governed in accordance with the following procedures:

(a) MDT will provide for at least three (3) line-ups each year, November, March and July. These line-ups shall be timed to coincide with Metrobus' Transportation line-ups. Additional line-ups may be scheduled as necessitated by service adjustments and/or other operational requirements. These other line-ups may be independent of Metrobus line-ups.

The November pick shall determine vacation schedules as well as work assignments. If the July line-up is a re-pick of an existing line-up, the seven (7) calendar day Union review and posting will run concurrently and the picking will be done during a seven (7) calendar day period.

(b) **Transfer between locations** - At such time that line-ups are in effect, Operators may be transferred from one reporting facility to another between line-ups and thereafter shall work on a regular basis at the new facility. Volunteers will first be requested. Existing vacancies, after using volunteers, will be filled by assigning extra board attendants in reverse seniority order. Employees being permanently transferred will be given forty-eight (48) hours prior notice.

Temporary transfers of extra board operators can be implemented by MDT between facilities in one week increments.

Operators may volunteer to be assigned work at any location on a daily basis if there is a shortage of Operators at another location.

If voluntary assignment to another location is made after an employee reports for work at his/her normal location, reasonable travel time will be paid if applicable.

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Transfer Work - Operators shall be required to work any work that is normally assigned to another facility subject to the following procedures: Volunteers will be requested first from among extra board and extra list operators. Failing this, reverse seniority assignments will be made from the extra board for that operating day.

(c) **Unfilled Work Assignments** - Unfilled work assignments or emergency relieves will be assigned first to any available extra board operator, next to any extra list operator, then to any available operator. Part-time operators will not be used unless all regular operators have been given an opportunity to operate said service.

(d) **Seniority Roster** - At such time that line-ups are effective, seniority for picking work shall be determined as follows:

(1) For employees hired as Train Operators from inception up to and including two years after South line revenue service begins, seniority order shall be determined solely upon length of continuous employment with MDT in any TWU bargaining unit job classification.

(2) For employees hired into rail classifications after two years of South line revenue service begins, seniority order shall be determined solely upon length of continuous employment with MDT in this classification.

A Roster shall be kept which shall list the name of each Operator in order of his/her date of employment as established by paragraphs 1 or 2 above and his/her line-up number assigned in accordance with his/her position on the roster. The number so assigned shall be used to determine the order in which he/she shall be accorded an opportunity to select the assignment of his/her choice.

(e) **Operators Leaving Train** - Operators must notify control and get instructions prior to leaving the train for restroom or other purposes.

(f) **Regular Assignments** - A regular assignment shall be defined as regular work chosen at line-up or assigned as provided in these rules. Regular assignment shall include straight assignments, split assignments and dual assignments in stations/platforms and yards.

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(g) A **split assignment** consists of two parts and each part may be on a different assignment. On split assignments, the intervening time in excess of ninety (90) minutes shall be paid at straight time. The minimum unpaid intervening time will be thirty (30) minutes.

(h) A **dual assignment** consists of two parts; 1) The actual operation of the train, and 2) Station platform or yard duties as described above. A dual assignment may be split or straight.

Combination assignments - It is the express intent of the parties to develop additional work schedule procedures which will result in pre-assigning as much work as practical on a daily or weekly basis.

MDT may develop, in addition to the regular assignments heretofore described, a group of Combination Assignments. These assignments shall be scheduled and paid as follows:

Assignments shall include 8 ½ hours within a total elapsed time of 12 hours.

Work beyond the twelfth hour will be at overtime in all cases.

When work time within the twelve hour spread exceeds eight hours, daily overtime guarantee applies. Pay for combination assignments will be a minimum of 45 hours of pay at straight time rate. For example, the pay for a week could be made up of the following:

(1)	42.50	Hours of work time
	2.50	Hours of overtime premium pay
	45.00	Hours at straight time rate
(2)	41.00	Hours of work time
	1.00	Hour of overtime premium pay
	3.00	Hours of paid unassigned time
	45.00	

Should an Operator with paid unassigned time in his/her daily work schedule desire to work during the intervening period of his/her combination assignment, overtime, or added pay will begin after paid unassigned time for that day is made up by work time. Any work performed at either end of the combination assignment will come under the daily overtime provisions of this Agreement.

If an Operator with a combination assignment which has paid unassigned time, works an assignment which is authorized by the Supervisor during his intervening period, payment for such work will be above his/her assignment pay at the applicable rate of pay. If an Operator is late returning to the yard at the end of his/her combination, pay shall be above the run pay at the applicable rate of pay.

Combination Assignments may include assignments in stations or yards in addition to train operation on the main line.

(i) **Assignment Cancellation** - Any Operator holding a regular assignment who reports as scheduled in proper attire and condition to work but whose work has been canceled shall be paid no less than full pay for the assignment and shall hold him/herself available for other assignments during the time for which he/she is paid unless such Operator:

(1) Has been notified that the emergency procedures prescribed in Article III.10 are in effect.

(2) Is being held off for investigation.

(3) Is under penalty suspension.

(4) Does not hold him/herself ready for other work which may be assigned by the Supervisor and which prior to or at the time his/her regular assignment would have terminated.

Any time worked beyond such termination will be compensated one–and one-half times the base hourly rate. In case of permanent cancellation of a run, such employee(s) shall have equal priority with employees covered by Article III.2.

In the event that either side experiences problems in the application of the provisions of "Line-ups and Runs", contained herein, the issue shall be an item for the Labor Management Committee as provided in Article III.1. If there is mutual agreement by MDT and TWU that the provisions of the Line-ups and Runs are not working, a joint MDT/TWU Committee will be established to resolve the issue.

(j) The parties recognize that only employees classified as Train Operators will operate trains in a passenger carrying capacity, except in emergencies. Maintenance employees will not operate trains beyond the house. Train Operators will operate all trains in the yard(s) and on the main lines. This includes special projects and demonstrations which involve passengers. This is not to preclude Supervisors, Instructors and Maintenance employees from performing their tasks, which include test demonstration of new equipment and retrofit modifications. MDT reserves the right to use supervisory personnel for special emergency requests (as determined by the General Superintendent of Transportation) when Train Operators are not available. The Union will be notified of such action as soon as possible.

UNIFORMS

Wearing of cap and badge, while on duty, is optional with the operator. If a cap is worn it shall be the regulation uniform cap. Train Operators may wear the badge on their uniform shirt if the cap is not worn.

WORKING PROCEDURES - OPERATORS

The following working procedures shall apply to Operators:

(a) **Reporting for Work** - Operators - Each Operator, both a.m. and p.m. given an assignment shall report to Central Control, the terminal supervisor or to the Rail Yard Master as specified and at the time specified, prepared to commence his/her assignment as scheduled.

(b) **Transit Radio and Operations Procedures** - The Operating Instructions for the Transit Mobile Radio System and the Metrorail Operations Rules and Procedures Manual are a part of the rules and regulations of MDT. Any employee violating these rules or other misuse of the radio system will be subject to disciplinary action.

WORKING PROCEDURES - EXTRA BOARD OPERATORS

The following procedures shall apply to Operators working the Extra Board.

When an Extra Board Operator is given a regular assignment of eight hours or more, he/she shall be considered a regular operator for the duration of that assignment. All rules applicable to Regular

Operators set forth herein shall be applicable to Extra Board Operators, except when in conflict with those rules contained in this Article.

(a) **Line-ups** - Those Operators not picking a regular assignment or combination at line-up shall be the Extra Board Operator. Those operators choosing to work the Extra Board will pick report assignments and days off on a seniority basis.

(b) **Reports** - Extra Board Operators may require to make two reports each operating day at the time selected at line-up for the first report, and at the time and place designated by the Supervisor for the second report. The second report may be at a different location. The p.m. reports for the same day shall be posted at 8:30 a.m. that day. The a.m. reports for the next day shall be posted at 5:00 p.m. It shall be the duty of all Extra Board Operators to check each posting of the board for his/her next report. It is understood by MDT/TWU that concurrent with opening of North line a one (1) report Extra Board will be established in conjunction with the present two (2) reports Extra Board.

(c) **Extra Board Line-ups** - Extra Board Line-ups shall be held in conjunction with the line-up for regular assignments. Additional line-ups may be held as deemed necessary by MDT. At each such line-up Extra Board Operators will be allowed to select, by seniority, their first report time and days off.

(d) **Reporting for Work** - Extra Board Operators - Each Operator assigned to the Extra Board shall report to the Supervisor at the time of his/her assignment specified on the daily posted list and shall be ready to depart as scheduled.

(e) **Reliefs - Emergency** - Any emergency relieves will fall to the lot of the first available Extra Board Operator. Regular Operators shall get second preference at applicable rate of pay.

(f) **Extra Board Operators - Waiting Requirement** - Each Extra Board Operator, whether or not he/she is assigned a "piece of work," shall be paid regular scale commencing with the time of his/her report.

(g) **Extra Board Assignments** - Extra Board Operators will pick a.m. or p.m. report times (Example: 3:55, 4:00, 4:01, 4:02, etc.) to cover daily span of operation. Assignments: All

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"pieces of work" coming open by 3:00 P.M. the day prior to work day will be preassigned on a time-in basis to Extra Board Operators with a.m. reports. Such preassignments shall be restricted to work with report times prior to the next picked report and shall not exceed ten (10) platform hours in a spread time of fourteen (14) hours. Operators making preassigned second reports, and Operators whose picked report time is p.m., shall be preassigned on a time-in basis and will be scheduled in the yard within fourteen (14) hours of their picked report.

Spread time in excess of twelve (12) hours shall be paid at one and one-half times the hourly rate (Article VII.8 - Item 5). Any operator who is late will be assigned work after all other operators available on the Extra Board have been assigned on the date he/she is late.

(h) **Assignment of Open Pieces of Work** - Open pieces of work shall fall to the lot of Extra Board Operators not already assigned work in order of position on the board. Assignments shall be made in accordance with the following procedures:

(1) Open pieces of work will be assigned at the report time to Operators in time-out order from top of a.m. Extra Board. Any piece of work eight hours or more that would require an Extra Board Operator to arrive in the yard beyond fourteen hours of his/her picked report will be assigned to an Operator on the extra list when present. Only after these procedures are followed, will it be assigned to an Extra Board Operator. If so assigned, he/she will be required to finish the assignment. Any Operator working such an assignment may request that his/her report for the next day be changed to ten (10) hours from time in yard.

(2) P.M. Open Pieces of Work not preassigned to p.m. Extra Board Operators with eight (8) hours or more will be assigned at the report time to Operators in time-out order from the top of the p.m. Extra Board.

(3) Open pieces of work remaining uncovered will fall to the unassigned p.m. Extra Board in time-out order, after the a.m. Extra Board Operators making second reports (within fourteen (14) hours of first report) has been exhausted.

(i) **Extra Board Operators - Days Off** - Each Extra Board Operator shall be entitled to receive two consecutive days off in each week.

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(j) **Extra Board Operators - Duty on Completion of Regular Assignment** - There shall be no second report required of any Extra Board Operator if he/she has worked a total of eight (8) hours. The Operator may make a second report at his/her option, provided the Supervisor needs manpower. Assignment of less than eight (8) platform hours will not be preassigned.

(k) **Extra Board - Holidays** - Extra Board Operators who are required to work on a holiday will have the option of banking the holiday time earned in accordance with Article VII.10, or being paid. MDT will provide two (2) days advance notice to as many Extra Board Operators as possible on all holidays on which a Sunday schedule is run, whether or not they will be required to work or will be off on such holidays. A procedure will be established by an Administrative Order.

(l) **Hold Down** - Any regular run or combinations, which is listed on the current line-up may be available on a seniority basis as a hold down provided it can be determined that the regular operator will be absent for a minimum of one (1) calendar week. All operators working such assignments will be considered regular operators for the duration of the hold down, subject to the days off, work hours, and work rules applicable to that run. The vacation hold-downs will be posted every three (3) weeks on Monday of the week preceding the vacation cycle. Hold downs for other types of absences will be posted each Monday. Bidding for all hold downs will close at 5:00 p.m. on Thursday following the posting period. Successful bidders shall be notified by posting by the Rail Yard Master after noon on Friday. The effective date of the hold down will be the following Sunday. Successful bidders shall be notified by the Rail Yard Master after noon on Friday.

(1) These hold down assignments will be effective for the duration of the vacation or absence and will be effective in full work week increments only. Odd days of less than one (1) week will revert to the extra board.

(2) Operators picking hold downs shall not have scheduled leave which will conflict with the hold down. In such cases, these operators shall be ineligible to pick the hold down.

(3) If an operator is late or misses the hold down more than three (3) occasions, such operator shall lose the hold down and be prohibited from bidding on future hold downs for the duration of the line up.

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The hold down provision shall apply to Report Board Extra Board Operators and Time Slot Extra Board Operators (Working Procedures - Extra Board Operators (b) and (g).

In the event that either side experiences problems in the application of the provisions of "Working Procedures - Extra Board Operators", contained herein, the issue shall be an item for the Labor Management Committee as provided in Article III.1. If there is mutual agreement by MDT and TWU that the provisions of "Working Procedures - Extra Board Operators" are not working, a joint MDT/TWU Committee will be established to resolve the issue.

ALLOWANCES - TRAIN OPERATOR:

In addition to base, Train Operators shall be entitled to receive the following specific allowances:

	PURPOSE	AMOUNT
1.	Request report other than regular run Regular Operators	Minimum of 2 hours base pay.
2.	Instructing trainees on runs	One (1) pay step above base rate.
*3.	Uniform Allowance	$400.00 annually for operators.
4.	Full and complete preparation of an accident report	(To be established by administrative order.)
5.	Night Differential after 7:00 P.M.	Five percent (5%) above base rate for work performed between 7 p.m. and 8 a.m., provided shift work commences prior to 6 a.m.
6.	Required to see Superintendent in accordance with Note below	Fifteen minutes at base hourly rate

(*) Overtime premium will not apply to these allowances.

Item 3 - may include purchase of one watch during term of Agreement for operator's use. M.D.T. will prescribe purchase procedures.

Item 6 - when notified to see a Superintendent, each Operator is responsible for reporting to the Superintendent's office at the time scheduled, or if no time is scheduled, within 72 hours of notice.

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Operators required to see a Superintendent in response to a complaint or as part of a disciplinary investigation shall be paid an allowance of fifteen (15) minutes at straight time.

ALLOWANCES – RAIL MAINTENANCE EMPLOYEES

In addition to base pay, Rail Maintenance employees shall be entitled to receive the following specific allowances:

	PURPOSE	AMOUNT
1.	Night Differential - work between 7:00 P.M. and 8:00 A.M. provided shift commences prior to 6:00 A.M.	Five percent (5%) above base rate.
*2.	Tool Allowance	MDT will provide all tools.
3.	Leadworker	One step above base rate.

(*) Overtime premium will not apply to these allowances.

FOUR DAY WORK WEEK SCHEDULE

Upon implementation of the Fall 1992 line-up and thereafter, there shall be no four-day work week for any train operator.

BARGAINING UNIT CLASSIFICATIONS LISTING

(UNDER ARTICLE I.2)

Bus Body Mechanic/Painter Helper (8008)
Bus Body Technicians (8010)
Bus General Helper (8001)
Bus Hostler (8002)
Bus Maintenance Control Clerk (8031)
Bus Mechanic Helper (8004)
Bus Maintenance Technicians (8006)
Bus Operator (8050)
Bus Stock Clerk 1 (8035)
Bus Stock Clerk 2 (8036)
Bus Technician (8007)
Guideway Inspection Specialist (8054)
MDTA Currency Processor (8201)
MDTA Parking Enforcement Specialist (8210)
Metromover Technician (8082)
Paratransit Service Clerk (8292)
Rail Electrician/Communications (8094)
Rail Electrician/Traction Power (8095)
Rail Electrician/Train Control (Obsolete 8092)
Rail Electrician/Vehicle (8093)
Rail Maintenance Clerk (8076)
Rail Maintenance Control Clerk (8077)
Rail Maintenance Worker (8063)
Rail Stock Clerk (8074)
Rail Structural Repairer (8065)
Rail Structural Inspection Specialist (8097)
Rail Technician/Communications (8062)
Rail Technician/Traction Power (8061)
Rail Technician/Train Control (8060)
Rail Vehicle Cleaner (8069)
Rail Vehicle Electrician Helper (8072)
Rail Vehicle Electronic Technician (8068)
Rail Vehicle Machinist (8056)
Rail Vehicle Mechanic Helper (8070)
Rail Vehicle Mechanic (8071)
Rail Vehicle Technician/ATP (8059)
Track Equipment Operator (8066)
Track Repairer (8064)
Train Operator (8073)
Transit Communications Technician 1 (8086)
Transit Communications Technician 2 (8087)
Transit Communications Technician 3 (8088)
Transit Communications Technician 4 (8089)
Transit Customer Representative (8150)
Transit Electronic Parts Specialist (8023)
Transit Electronic Technician (8083)
Transit Electronic Technician/Radio (8084)

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Transit Electronic Technician/Systems (8085)
Transit Electronic Technician/Laboratory (8052)
Transit Facilities Maintenance Control Clerk (8032)
Transit Facilities Mechanic (8021)
Transit Facilities Utility Repairer (8018)
Transit Information Clerk (8040)
Transit Painter (8019)
Transit Revenue Collector (8042)
Transit Welder (8022)

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