



April 29, 2024

Electronically Submitted: OLMS-DSP@dol.gov

██████████ Team Leader
U.S. Department of Labor- Office of Labor-Management Standards
Washington, D.C. 20210

RE: Employee Protections Referral of Pending FTA Grant Application
██

Dear Ms. ██████████

On behalf of the American Federation of State, County and Municipal Employees, AFL-CIO, its affiliated AFSCME Florida Council 79, and its affiliated AFSCME Local 3613 (collectively “AFSCME”), this letter serves to object to the Proposed Terms for Employee Protection Certification contained in the Department of Labor’s (“Department” or “DOL”) referral letter dated April 18, 2024, concerning the above referenced Federal Transit Administration (“FTA”) grant application. AFSCME objects to the proposed Certification because Florida’s recently enacted CS/SB 256: Employee Organizations Representing Public Employees (hereinafter referred to as “CS 256”), amending Florida Statutes Section 447.301 *et seq.*, materially affects and diminishes the previously existing collective bargaining rights of employees represented by AFSCME.

BACKGROUND

The AFSCME international union, through its affiliates, represents more than one million members, primarily in the public sector, including local government and mass transit. AFSCME Council 79/AFSCME Local 3613 in particular represents all Dispatcher Supervisors and Operations Supervisors in the ██████████. AFSCME Council 79 and ██████████ are parties to a collective bargaining agreement (“CBA”) covering the job classifications referenced above. The certification of AFSCME as the exclusive representative of ██████████ employees is attached hereto as “Attachment A.” The CBA is attached hereto as “Attachment B.” The CBA in Article 1, “Union Recognition” establishes AFSCME Council 79 as the sole and exclusive bargaining representative of employees within the bargaining unit concerning the matters of rates of pay, wages, hours, and other terms and conditions of employment. The CBA in Article 2.4.A, “Union Security” obligates the JTA to deduct union dues upon receipt of written authorization from an employee.

LEGAL ARGUMENT

As DOL has already recognized in numerous letters sent to Florida public employers since the enactment of CS 256, CS 256 amended Florida Statutes Section 447.301 *et seq.* by adding

several onerous prohibitions that cut at the heart of collective bargaining so as to "conflict [] with federal requirements under Section 5333(b)." Specifically, the bill amends Section 447.303 to prohibit employees represented by certain labor unions, including AFSCME Council 79 and its affiliated AFSCME Local 3613, from voluntarily paying dues to their certified collective bargaining representative via deductions from their paychecks. The bill also amends Section 447.305 to require certain labor unions to demonstrate annually to the Florida Public Employees Relations Commission that they received dues payments from at least 60% of the employees employed within a bargaining unit, or else be forced to successfully petition for and submit to a "recertification" election to remain the collective bargaining representative for the unit.

The provision in the new law prohibiting public sector employer union dues deduction prevents [REDACTED] from making the bargained-for dues deductions required by its CBA—which have been included in the CBAs since the union’s certification as the collective bargaining agent more than ten years ago—and further prevents AFSCME and [REDACTED] from engaging in negotiations in future CBAs concerning dues checkoff clauses. Furthermore, by creating a restrictive system of annual recertification elections for public sector unions—based on dues payment rates of 60% or more, irrespective of whether a majority of workers in the bargaining unit wish to be represented by the union—CS 256 and interferes with the exclusive representation of bargaining unit employees.

Under the Federal Transit Act ("FTA") employees and/or their representatives may object to proposed certification terms that do not allow for "the preservation of rights, privileges, and benefits under existing collective bargaining agreements or otherwise" and "the continuation of collective bargaining rights." 49 U.S.C.A. §5333(b) (2) (a, b) (2012). The Department’s procedural guidelines, 29 C.F.R. Part 215, provide that the Department will consider an objection sufficient when it "raises material issues that may require alternative employee protections under 49 U.S.C. 5333(b); or . . . the objection concerns change in legal or factual circumstances that may materially affect the rights or interests of employees." As set forth below, and as the Department has already held, zero doubt exists that CS 256 meets that standard.

In 1968, Florida voters ratified a Constitution that for the first time granted public employees the fundamental right to engage in collective bargaining under Article I, Section 6. The Florida Legislature has since implemented that right statutorily, beginning in 1974 with the enactment of Chapter 74-100, later codified in Chapter 447, Part II, Florida Statutes and known as the "Public Employees Relations Act" ("PERA"). Until CS 256, PERA afforded public employees the right to be represented by an employee organization of their choosing, based on majority rule. Prior to CS 256, once selected as the collective bargaining representative by a majority of employees in a bargaining unit, any labor organization, so long as it filed ministerial paperwork with PERC, could only be decertified by a request made by the represented employees and a subsequent majority vote following such a request. PERA, like the AFSCME CBA, also afforded any public employee the right to pay dues to their collective bargaining representative by means of a deduction from the employee’s paycheck, collected by the employer and transferred to the union. Under PERA, prior to CS 256, the subject of dues deduction was also a subject of bargaining.

CS 256 amended Section 447.303 by prohibiting dues deduction, even where dues deduction has been agreed to by the parties and is required under a collective bargaining agreement. In the private sector and prior to the enactment of CS 256, dues checkoff has always been considered a mandatory subject of bargaining that is of critical importance to the exercise of collective bargaining rights by employees. See generally, Valley Hosp. Med. Ctr., Inc., 371 NLRB No. 160, 2022 WL 5179877 (Sept. 30, 2022); Florida Public Employees Council 79, AFSCME, AFL-CIO, 31 FPER 257, 2005 WL 6712050 (PERC 2005) ("An

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION

FLORIDA PUBLIC EMPLOYEES
COUNCIL 79, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO,

Petitioner,

v.

Respondent.

VERIFICATION OF ELECTION
RESULTS AND CERTIFICATION
OF EXCLUSIVE COLLECTIVE
BARGAINING REPRESENTATIVE

Order Number: 14E-383
Date Issued: November 7, 2014

_____ attorney for petitioner.

_____ representative for respondent.

A secret ballot election was conducted October 1, 2014, through October 22, 2014, in the following unit:

INCLUDED: All Dispatchers and Operations Supervisors.

EXCLUDED: All other _____ employees.

The election results are as follows:

1. Approximate number of eligible voters	<u>28</u>
2. Void ballots	<u>0</u>
3. Votes cast for Petitioner	<u>15</u>
4. Votes cast against participating organization	<u>6</u>
5. Valid votes counted	<u>21</u>
6. Challenged ballots	<u>0</u>
7. Valid votes counted plus challenged ballots	<u>21</u>
8. Challenges are not sufficient to affect the results of the election	

[REDACTED]

The Commission VERIFIES the results of the election conducted October 1, 2014, through October 22, 2014. Petitioner (OR-86-010) received a majority of the valid votes plus challenged ballots.

Pursuant to Section 447.307(3)(b), Florida Statutes (2014), the Commission CERTIFIES the Petitioner as the exclusive bargaining representative for employees in the unit described above. Certification number 1854 is issued to the Petitioner.

This order may be appealed to the appropriate district court of appeal. A notice of appeal must be received by the Commission and the district court of appeal within **thirty** days from the date of this order. Except in cases of indigency, the court will require a filing fee and the Commission will require payment for preparing the record on appeal. Further explanation of the right to appeal is provided in Sections 120.68 and 447.504, Florida Statutes (2014), and the Florida Rules of Appellate Procedure.

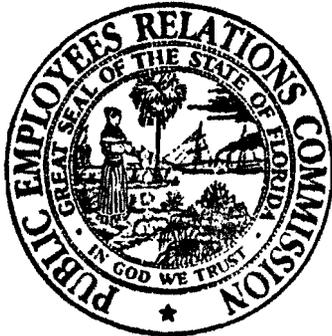
It is so ordered.

[REDACTED] concur.

I HEREBY CERTIFY that this document was filed and a copy served on each party on November 7, 2014.

[REDACTED]

/rlb



STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION

████████████████████

Petitioner,

v.

FLORIDA PUBLIC EMPLOYEES
COUNCIL NUMBER 79, OF THE
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO,

Respondent,

v.

████████████████████
████████████████████

Intervenor.

████████████████████
████████████████████

VERIFICATION OF ELECTION RESULTS
AND DISMISSAL OF PETITION TO
REVOKE CERTIFICATION

Order Number: 16E-074
Date Issued: March 10, 2016

████████████████████, petitioner representing herself.

████████████████████ attorney for respondent.

████████████████████, attorney for intervenor.

A secret ballot election was conducted February 2, 2016, through February 23, 2016, in the following unit:

INCLUDED: All Dispatchers and Operations Supervisors.

EXCLUDED: All other █████ employees.

The election results are as follows:

[REDACTED]

- | | |
|---|-----------|
| 1. Approximate number of eligible voters | <u>29</u> |
| 2. Void ballots | <u>0</u> |
| 3. Votes cast for Respondent | <u>16</u> |
| 4. Votes cast against Respondent | <u>11</u> |
| 5. Valid votes counted | <u>27</u> |
| 6. Challenged ballots | <u>1</u> |
| 7. Valid votes counted plus challenged ballots | <u>28</u> |
| 8. Challenges are not sufficient to affect the results of the election. | |

The Commission VERIFIES the results of the election conducted February 2, 2016, through February 23, 2016. Respondent (OR-86-010) received a majority of the valid votes plus challenged ballots.

Pursuant to Section 447.307(3)(d), Florida Statutes, no petition seeking an election may be filed within twelve months from the date of this order.

Certification number 1854, previously issued to Florida Public Employees Council Number 79, of the American Federation of State, County and Municipal Employees, AFL-CIO, remains in effect. Petition to Revoke Certification is hereby dismissed.

This order may be appealed to the appropriate district court of appeal. A notice of appeal must be received by the Commission and the district court of appeal within **thirty** days from the date of this order. Except in cases of indigency, the court will require a filing fee and the Commission will require payment for preparing the record on appeal. Further explanation of the right to appeal is provided in Sections 120.68 and 447.504, Florida Statutes (2015), and the Florida Rules of Appellate Procedure.

It is so ordered.

[REDACTED] concur.

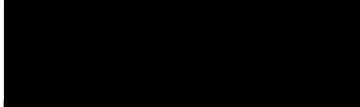
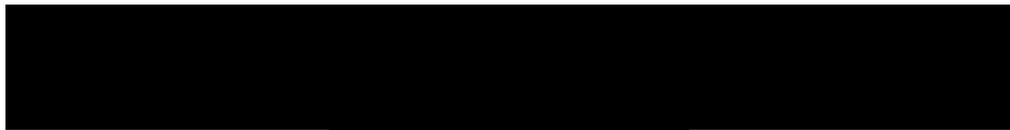
I HEREBY CERTIFY that this document was filed and a copy served on each party on March 10, 2016.



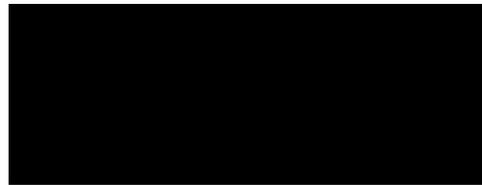
[REDACTED]

LABOR AGREEMENT

between



and



**American Federation of State,
County and Municipal
Employees Florida Council 79**

Effective Dates: May 21, 2022 through May 20, 2025

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ARTICLES OF AGREEMENT

PREAMBLE

This Collective Bargaining Agreement (the "Agreement") made and entered into this 26 day of August, 2022 by and between the [REDACTED] its successors and assigns, ("Company") and the American Federation of State, County and Municipal Employees Florida Council 79 ("Union"), who collectively may at times hereinafter be referred to as Parties, is hereby set forth in whole to read as follows:

WITNESSETH:

Whereas, it is to the advantage of the Parties hereto to assure sound and mutually beneficial working and economic relationships between the Parties and that the present amicable relations and understanding now existing will continue, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth basic and full agreement between the Parties concerning rates of pay, wages, hours, and other terms and conditions of employment; and,

Whereas, the Company is engaged in rendering transportation services in the City of Jacksonville, Florida, and vicinity, to the public generally, and it is the desire of both Parties hereto that such services may be rendered in a manner that will best serve the public convenience and necessity without interruption; and,

Whereas, the Union is the bargaining representative of some JTA employees as more specifically set forth herein; and,

Whereas, a complete understanding and agreement has been reached between the Company and the Union, and it is the desire of said Parties that such agreement be reduced to writing.

Now, therefore, in consideration of the premises of the mutual covenants and agreements hereinafter set forth, it is mutually agreed as follows:

ARTICLE 1

UNION RECOGNITION

The purpose of this Agreement is to achieve harmonious relations between the Company and the Union, consistent with Chapter 447, Florida Statutes, as amended. The Company recognizes the Union as the sole and exclusive bargaining representative of the bargaining unit employees composed of all Dispatcher Supervisors and Operations Supervisors of the JTA ("Employees"), as certified by PERC Certification 1854. All other persons employed by the Company are expressly excluded.

AFSCME employees have the right to refuse to perform work if all of the following conditions are met:

1. Where possible, the employee has asked JTA to eliminate the danger, and JTA failed to do so; and

2. The employee refused to work in "good faith." This means that the employee must genuinely believe that an imminent danger exists; and
3. A reasonable person would agree that there is a real danger of death or serious injury; and
4. There isn't enough time, due to the urgency of the hazard, to get it corrected through regular enforcement channels, such as FTA or FDOT.

ARTICLE 2

UNION SECURITY

- 2.1 Employees have the right to form, join or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.
- 2.2 The President of the Union or an alternate officially designated in writing will be the official spokesperson for the Union in any matter between the Union and the Company.
- 2.3 The Company will provide information to the Union and Employees as follows:
 - 2.3.A. The Company will notify the Union of all persons hired into job classifications represented by the Union.
 - 2.3.B. The Company will place one copy of this Agreement in each work location for reference by Employees.
 - 2.3.C. Upon request, each quarter the Company will provide the Union, at no charge, a list of all Employees in the bargaining unit including the job title, date of hire, address, telephone number, identification number, work email address and gross salary.
 - 2.3.D. The Union will be provided a copy of departmental policies and work regulations. Copies of new or revised departmental policies or work regulations such as new shifts and work schedules, and other policies and procedures that affect Employees' terms and conditions of employment, will be provided to the Union at least fourteen (14) calendar days prior to adoption except in emergency situations. During this time, the Union will have an opportunity to express concerns and have questions about the new or revised departmental policies and work regulations answered. Any departmental policy and work regulation that will affect Employees will be noticed to the Union as set forth in this provision.
 - 2.3.E. The Company will post all departmental policies and work regulations in appropriate areas.

2.4

- 2.4.A. Upon receipt of a written authorization form from the Union, the Company will deduct union dues and other assessments from an Employee's pay.
- 2.4.B. Requests for dues deduction or revocation of dues deduction will be processed on the next available payroll if practical to do so.
- 2.4.C. Authorized dues will be deducted in every pay period in the fiscal year.
- 2.4.D. Deductions for union dues and/or other assessments will continue until one of the following occurs:
 - 2.4.D.(1) The Employee revokes his/her authorization for dues deductions by submitting a signed revocation form or letter to the Union with a copy to the Company's Payroll Department; or
 - 2.4.D.(2) The authorization for dues deductions is revoked pursuant to Section 447.507, Florida Statutes; or
 - 2.4.D.(3) The Employee terminates employment with the Company; or
 - 2.4.D.(4) The Employee transfers, promotes or demotes out of the Union; or
 - 2.4.D.(5) The Union is no longer certified to represent Employees in the bargaining unit.
- 2.4.E.
 - 2.4.E.(1) The Union will certify changes in the union dues deduction rate to the Company in writing signed by the President of the Union, at least thirty (30) days in advance of the effective date of any changes.
 - 2.4.E.(2) The Company will remit collected union dues to the Union as soon as practicable.

ARTICLE 3

UNION RIGHTS

The Company and the Union recognize that it is in the best interest of both Parties, the Employees and the public for all dealings between them to be characterized by mutual responsibility and respect, and acknowledge with this Agreement that a bond of common interest exists and is a basis for the development of sound Union-Company cooperation to promote the business of government and the welfare of its Employees. The Union recognizes that in consideration of the commitments undertaken by the Company in this Agreement, every Employee is obligated to give honest, efficient, and economical service in the performance of his/her duties. To ensure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all Employees as defined in Article 1 of this Agreement. The Company and the Union will bring to the attention of all Employees, including new Employees in the bargaining unit, their duty to conduct themselves in a spirit of responsibility

and respect. To ensure adherence to this purpose, the Parties will also make all Employees aware of the measures to which they have agreed.

ARTICLE 4

UNION ACTIVITY

4.1 Stewards and Representation

- 4.1.A. The Employees covered by this Agreement will be represented by Union Stewards. A Union Steward assigned to more than one geographical location will be considered a roving Union Steward to function properly under the stewardship procedure. A written list of Certified Union Stewards and alternates will be submitted to the Company, together with the specific areas in which they will function. The alternate Union Steward will only become active in the event of the physical absence of the regular Union Steward and upon prior notification by the Union. Alternate Union Stewards are subject to the same rules and regulations that govern the conduct of regular Union Stewards.
- 4.1.B. The Company recognizes and will work with the appropriate Union Stewards, officers of the Union and AFSCME Staff Representatives or Director (“Representative” or “Representatives”) in matters relating to grievances and interpretation of the Agreement, including promoting harmonious working relationships.
- 4.1.C. Union Stewards and Representatives will be active Employees as designated by the Union.
- 4.1.D. Union Stewards and Representatives are subject to the same rules of the Company as are all other Company employees, except as specifically outlined in this Agreement.
- 4.1.E. While on leave of absence, no Employee will function as a Union Steward or Representative without mutual consent of the Union and the Company.
- 4.1.F. A written list of Union Stewards and Representatives will be furnished to the Company prior to the effective date for their assuming duties of office. The Union will notify the Company promptly of any changes of such Union Stewards and Representatives. No Union Steward or Representative will perform any Union work unless the Union has complied with this requirement.
- 4.1.G. The Company will grant the necessary and reasonable time off without pay to Union Stewards and Representatives designated to serve in any capacity for Union business, provided that such leave of absence will not be granted if such requests are in such numbers or at such times as to be detrimental to the service of the Company. Notice of time-off for Union business is required to be submitted to the Company no less than forty-eight (48) hours prior to the start of the requested time off. The Union Steward or his or her single designee is exempt from the forty-eight (48) hour notice requirement.

- 4.2 When an Employee is questioned by the Company, and the Employee reasonably believes that the questioning may lead to disciplinary action against him or her, the Employee has the right to request that a Union Steward or Representative be present at the meeting. When an Employee requests a Union Steward or Representative pursuant to this section and none is immediately available and less than twenty-four (24) hours' notice of the meeting was given, the Company will postpone the meeting for a reasonable time (at least twenty-four (24) hours) in order for the Employee to obtain a Union Steward's or Representative's presence at the meeting.
- 4.3 Nothing in this Agreement will prevent any Employee from presenting, at any time, his or her own grievances, in person to the Company, or from having such grievances adjusted without the intervention of a Union Steward or Representative if the adjustment is not inconsistent with terms of the Agreement when in effect, and if the Union Steward or Representative has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.
- 4.4 Employees will have the right to join, or to refrain from joining the Union, to engage in lawful concerted activities for the purpose of collective bargaining or negotiations or any other mutual aid and protection, and to express opinions related to the conditions of employment, all free from restraint, discrimination, intimidation, or reprisal because of that Employee's membership or lack of membership in the Union or by virtue of that Employee's holding office or not holding office in the Union. This provision will be applied to all Employees.
- 4.5 The Union will neither actively solicit grievances nor collect Union monies on Company property.
- 4.6 Union Stewards and Representatives with proper authorization, which will not be unreasonably withheld, will be admitted to the property of the Company. Union Stewards and Representatives will be able to talk with Employees before or after regular working hours or during lunch hours of said Employees on Company property in areas mutually agreed on by the Union and the Company.
- 4.7 Arrangements will be made for Union Stewards and Representatives to be admitted to the property of the Company during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the Parties, provided such visitation is not disruptive to the work force. When an area or building belonging to the Company is not normally open for visitation, then the Company will provide a responsible escort to that Union Steward or Representative; provided, this service must be arranged by the Union in advance of the visitation.

ARTICLE 5

NON-DISCRIMINATION CLAUSE

The Company and the Union agree not to discriminate against any employee with respect to compensation, promotion, demotion, or any other term or condition of employment because of such individual's race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class. The

Company and the Union agree that harassment or intimidation of employees on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class will not be condoned or permitted.

ARTICLE 6

PROBATIONARY PERIOD

- 6.1 The responsibilities imposed upon the Company necessitate the employment of only those applicants who are fit to perform the services for which they are employed. To that end, all newly hired bargaining unit employees shall serve a probationary period of one hundred eighty (180) days from the date of hire. Such probationary period shall constitute a trial period during which the Company is to evaluate the ability, competency, and fitness of new employees. The Company has the right to discharge any probationary employee for any reason during the probationary period and the employee so terminated shall have no recourse through the grievance procedure.
- 6.2 All newly hired bargaining unit employees shall be designated as trainees. After the training period is complete, seniority numbers will be assigned and all newly hired employees shall have their training period credited with their seniority date being the original date of hire. If more than one employee has the same date of hire, they shall draw numbers to establish their respective seniority.
- 6.3 A bargaining unit employee moving from part-time status, to full-time status, or vice versa, would not be required to serve an additional probationary period.

ARTICLE 7

MANAGEMENT RIGHTS

- 7.1 The Company reserves and retains all rights, powers, past practices, prerogatives and authority customarily or previously exercised by the Company, except as expressly limited or modified by a specific provision of this Agreement.
- 7.2 The Union and the Employees covered under this Agreement recognize and agree that the Company has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the Company specifically, by example but not by way of limitation, reserves the sole and exclusive right to:
 - 7.2.A Exercise complete and unhampered control to manage, direct and totally supervise all Employees of the Company;
 - 7.2.B Decide the scope of service to be performed and the method of service;
 - 7.2.C Take whatever action may be necessary to carry out the mission and responsibility of the Company in unusual and/or emergency situations;
 - 7.2.D Schedule and assign the work to the Employees and determine the size and composition of the work force;

- 7.2.E Assign overtime work to Employees;
 - 7.2.F Determine the services to be provided to the public, and the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
 - 7.2.G. Hire and/or otherwise determine the criteria and standards of selection for employment;
 - 7.2.H Promote and/or otherwise establish the criteria and/or procedure for promotions, and to determine the number, and types of positions in any pay plan, which is or may be developed by the Company;
 - 7.2.I Terminate, demote, suspend or otherwise discipline for just cause;
 - 7.2.J Set procedures and standards to evaluate each Employee's job performance;
 - 7.2.K Rehire Employees;
 - 7.2.L Determine whether and to what extent the work required in its operation will be performed by or assigned to Employees covered by this Agreement;
 - 7.2.M Determine, in a fair and equitable manner, all training parameters for all positions, including persons to be trained, the scope and nature of the training, and the extent and frequency of training;
 - 7.2.N Formulate, amend, revise and implement policy, work rules and regulations, policy, and procedures and require Employees to observe and obey the Company's policies, procedures, work rules and regulations;
 - 7.2.O Merge, consolidate, expand, divide, curtail, transfer or discontinue operations or work groups, temporarily or permanently, in whole or part, whenever in the sole discretion of the Company's good business judgment makes such actions advisable;
 - 7.2.P Determine the number, location and operation of all divisions and departments thereof;
 - 7.2.Q Use managerial, supervisory or other non-unit Employees to perform work performed by Employees represented by the Union to provide coverage if no Union Employee is available to fill the work or to provide training opportunities for non-unit employees who might become Employees in the future.
 - 7.2.R Control the use of the Company's equipment and property.
- 7.3 If the Company fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the Company's right to exercise any or all of such functions. This Agreement will be so construed that there will be no interference

with the Company's rights, responsibilities and prerogatives, except as may be expressly provided in this Agreement.

ARTICLE 8

SPECIAL MEETINGS

- 8.1 The Company and the Union agree for the Company's representatives and official representatives of the Union (who will be Union Stewards or Representatives as defined in Article 4) and AFSCME Staff Representatives or Director to meet and confer on matters of interest upon the written request of either party. The written request will state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion will be limited to matters set forth in the request, or other subjects mutually agreed upon. Labor/Management Meetings will be held within fourteen (14) calendar days of the receipt of the written request at a time and place to be mutually agreed upon between the Parties.
- 8.2 The Company will cover up to two Union representative's time to participate in a Labor/Management meeting one time per quarter. The Company will not cover the Union representative's time for negotiations or any other meetings requested by the Union unrelated to the grievance procedure if during work hours. Union Representative's time spent handling Weingarten and grievance meetings (excluding arbitrations) during work hours will be paid by the Company.
- 8.3 Should there be any proposed changes in the Company's corporate structure that will have an impact upon the wages, hours, or terms and conditions of employment of the Employees in the bargaining unit (as the term is understood in Florida Public Section Labor Relations), the Company will negotiate the impact of those proposed changes in accordance with Chapter 447, Part II, Florida Statutes.

ARTICLE 9

BULLETIN BOARDS

- 9.1 The Union will be provided adequate space on bulletin boards, including at least one (1) at each work location of Employees, so designated by the Company. Bulletin boards will be located in Employee break rooms or other non-public areas. The Union may, if it desires, provide a bulletin board of standard size for its exclusive use, in keeping with the décor of the above locations, and with the approval of the Company.
- 9.2
- 9.2.A The Union agrees that it will use its space on bulletin boards provided for in Article 8.1 above, for the following purposes:

Notices of all Union related Meetings;
Notices of Union Elections;
Reports of Union Committees;
Rulings and Policies of the Union;

Recreational and Social Affairs of the Union; and
Union Bulletins.

- 9.2.B Any notice or other information that is date-specific will include the date by which the notice or information will be removed from the bulletin board.
- 9.2.C Any conforming notices posted will only be removed by a representative of the Union or as provided in Articles 8.3 of this Agreement.
- 9.3 No material, notices or announcements will be posted by the Union, which contains anything adversely reflecting upon the Company, its officials, managers, consultants or agents, its independent agencies, its employees, or any other labor organization. Any proven violation of this section by the Union will entitle the Company to cancel immediately the provisions of this Article and remove the posting in violation.
- 9.4 A key to the bulletin board will be provided to the Union.

ARTICLE 10

DISCIPLINE AND DISCHARGE

10.1

- 10.1.A Progressive disciplinary action will be taken for repeated, similar or related offenses, except where the course of conduct or severity of the offense justifies or demands greater disciplinary action.
- 10.1.B Progressive discipline is inclusive of written warnings, five percent (5%) pay reduction not to exceed ninety (90) days, dismissals and suspensions and will follow the steps outlined below.
- 10.1.C Progressive discipline does not include verbal warnings or discussions and is therefore not subject to the Grievance Procedure described in Article 10.
- 10.1.D The following steps will be taken as part of the progressive disciplinary process:
 - 10.1.D.(1) Written Warning 1;
 - 10.1.D.(2) Written Warning 2;
 - 10.1.D.(3) Final Written Warning and/or Suspension and/or Reduction in Pay;
and
 - 10.1.D.(4) Termination of Employment.

All disciplinary actions will clearly state the above disciplinary step being taken in the subject line of the document detailing the disciplinary action.

- 10.1.E Any discipline instituted under this Article will be implemented within sixty (60) days of the event giving rise to the disciplinary action, or the Company's learning about the event.
- 10.2 No Employee will be removed, discharged, reduced in rank or pay, suspended, or otherwise disciplined except for just cause and without receiving a written statement briefly describing the circumstances under which such discipline was imposed.
- 10.3
- 10.3.A Any written reprimand will be furnished to the Employee and will outline the reason for the reprimand.
- 10.3.B The Employee will be requested to sign the written reprimand. If he or she refuses to do so, this refusal will be noted and placed in the Employee's personnel file.
- 10.3.C If the Employee signs the written reprimand, such signature will only acknowledge receipt of a copy of the reprimand, and will not mean that the Employee agrees or disagrees with the reprimand.
- 10.3.D The Employee's responding statement, if any, will be attached to the written reprimand. The written reprimand and the responding statement will be placed in the Employee's personnel file.
- 10.4
- 10.4.A After it has been on file in the Employee's personnel file for a period of twenty-four (24) months, the written reprimand or any other disciplinary document will not be used in any adverse way against the Employee.
- 10.4.B All Employee disciplinary action will be maintained in an Employee's personnel file in the Human Resources Department.
- 10.4.C Employees have the right to review their own personnel file at reasonable times under the supervision of a member of the JTA Human Resources department.
- 10.4.D Copies of any discipline placed or to be placed in an Employee's personnel file will be provided to the Employee.

ARTICLE 11

GRIEVANCE PROCEDURE

- 11.1 In a mutual effort to provide harmonious working relations between the Parties to this Agreement, it is agreed and understood by both Parties that there will be a procedure for the resolution of grievances between the Parties arising from any alleged violation of specific terms of this Agreement. For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint that any active Employee or group of Employees

("Grievant") may have as to the interpretation, application, and/or alleged violation of some express provision of this Agreement which is subject to the Grievance Procedure.

11.2 Procedure:

Prior to the grievance being reduced to writing in Step I, the Grievant (and, if requested, his or her Union Steward or Representative) or the Union shall meet with the Manager-Fixed Route or their designee in an effort to amicably resolve the grievance. The Company will cover the cost of the Union Representative (if employed by ██████) to participate in this meeting. If the grievance is not resolved in this manner the grievance will be processed in accordance with the following procedures:

Step I - The Union or Grievant will present, in writing, the grievance to the Manager – Fixed Route or their designee within ten (10) working days of the occurrence of the action giving rise to the grievance. The Manager – Fixed Route or their designee will schedule a meeting with the Grievant (and, if requested, his or her Union Steward or Representative) or AFSCME Staff Representatives or Directors within ten (10) working days. Discussions at the first stage of the Grievance Procedure will be informal for the purpose of settling differences in the simplest and most effective manner. The Manager – Fixed Route or their designee will give a written response to the Grievant within ten (10) working days after meeting.

Step II - If the Union or Grievant is not satisfied with the response received in Step I, and chooses to proceed further, they must file an appeal in writing within ten (10) working days after the Manager – Fixed Route's or their designee's response. The appeal will be filed with the Director - Fixed Route. The Director - Fixed Route or designee will schedule a meeting with the Grievant (and, if requested, his or her Union Steward or Representative) or AFSCME Staff Representative or Director within ten (10) working days. The Director-Fixed Route or their designee will notify the Grievant and the Union in writing of his decision no later than ten (10) working days after the meeting.

Step III - If the Union or Grievant is not satisfied with the answer received from Step II and chooses to proceed further, they must file an appeal in writing with the CTO/Vice President of Transit Operations or his/her designee within ten (10) working days after the date of the Step II response. The CTO/Vice President of Transit Operations or his/her designee will meet with the aggrieved Employee (and, if requested, his or her Union Steward or Representative) or AFSCME Staff Representatives or Director within ten (10) working days after receipt of the appeal to Step III. The CTO/Vice President of Transit Operations or his/her designee will notify the Grievant and the Union in writing of her decision no later than ten (10) working days after the meeting.

Step IV – If a grievance, as defined in this Article, has not been satisfactorily resolved within the Grievance Procedure, the Grievant or the Union may request arbitration in writing to the Vice President of Transit Operations no later than thirty (30) working days after the date of the response from the Vice President of Transit Operations in Step III of the Grievance Procedure.

11.3 Rules for Grievance Processing

- 11.3.A A grievance must be brought forward within ten (10) working days of having knowledge the grievance exists. In the event a grievance arises, the Grievant is encouraged to try to settle the grievance with his or her immediate supervisor. The parties may mutually agree in writing to toll the time limits in this article at any time.
- 11.3.B Every effort will be made to settle all grievances at the lowest step possible and as soon as possible. Time limits set forth will be strictly complied with, and may be extended only by mutual agreement of the Parties, in writing. The Company is not required to consider, respond to, or act upon, any grievance which is not filed within the time set forth in this Article. A grievance not advanced to the next step within the time limit provided will be deemed withdrawn and settled on the basis of the decision most recently given.
- 11.3.C If the Company fails to answer any grievance in the time provided, the grievance may be advanced to the next step by the Union or the Grievant.
- 11.3.D In computing time limits under this Article, Saturdays, Sundays, and Holidays (as set forth in Article 13) will not be counted.
- 11.3.E When settlement of any grievance includes a retroactive adjustment, such adjustment will be limited to sixty (60) calendar days, prior to the filing of the grievance.
- 11.3.F The Union, through the Union Steward or Representatives or AFSCME Staff Representatives or Director, may file grievances claiming violation of contract rights which accrue solely to the Union as a labor organization and not to individual Employees. Such grievances will be initially filed at Step II within the time limits of Step I.
- 11.3.G Any step of the Grievance Procedure may be waived upon mutual written agreement between the Grievant, the Union Steward or Representatives, AFSCME Staff Representatives or Directors, and the Company or the Employee and the Company if the Employee is not represented by the Union.
- 11.3.H No Employee, nor other person or entity, may file a grievance concerning the discipline, including discharge, or other employment action, taken against any probationary Employee and the Company is not required to consider, respond to, or act upon any such grievance.
- 11.3.I Pay Reductions, demotions and dismissals will be initiated at Step 2 within the time limits of Step I.
- 11.4 To be subject to review at any level of the Grievance Procedure, a grievance must be in writing, and must be filed using the grievance form mutually agreed to by the Parties, and must contain the following information:
- (1) Grievant's name and signature;

- (2) Grievant's job title;
- (3) Date grievance was filed in writing;
- (4) Description of incident, action or conduct giving rise to the grievance including the date that the grievance arose;
- (5) Article and section of the Agreement alleged to have been violated; and
- (6) Desired remedy to resolve grievance.

11.5 Whenever the Union or Grievant requests arbitration in accordance with the provisions of this Article, any party may include in a written request the names of two (2) arbitrators for consideration by the Parties to arbitrate the grievance. If either party involved in the selection does not agree to select one of the listed persons or some other person, then either party may request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Such request for a panel must be made within two (2) months of Step IV. The arbitrators will be selected from such panel by alternately striking names from the list until the last name is reached. Either party may request a second panel be provided by FMCS, as long as such request is made before the Parties' striking of names, but each party may only do so once.

11.6 The powers of the arbitrator will be limited as follows:

- (1) The arbitrator will not have the power to add to, subtract from, modify, or alter the specific and express terms of this Agreement;
- (2) The arbitrator will have no authority to rule on jurisdictional disputes between groups of employees or Unions representing groups of employees;
- (3) The arbitrator will have no power or authority to establish wage scales, rates for new jobs, or, except if he is specifically empowered, to change any wage;
- (4) The arbitrator will have only the power to rule on grievances rising under this Agreement as defined in Section 10.1;
- (5) The arbitrator will have no power to arbitrate any matter that arose before the effective date of this Agreement, or after the expiration of this Agreement; and
- (6) The arbitrator will promptly hear the matter and will issue the decision within thirty (30) days from the close of the arbitration or submissions of briefs.

11.7 The decision of the arbitrator will be final and binding on the Company, the Union, and all persons, provided, however, that the arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction or violates the Revised Florida Arbitration Code, Chapter 682, Florida Statutes.

- 11.8 Costs for the arbitrator and the hearing will be borne by the losing party. The party requesting Court Reporter services will bear the cost of those services. Transcripts will be paid for by the party requesting it. Each party will pay its own representatives and the cost for its own witnesses. If the Grievant acts independently of and in disregard of the position of the Union in matters relating to arbitration, the Grievant will pay the costs of arbitration as set forth in this section.
- 11.9 No more than one grievance will be placed before an arbitrator at any one hearing unless the Company and the Union agree in writing to waive this provision.

ARTICLE 12

HOURS OF WORK AND OVERTIME

- 12.1 The purpose of this Article is to define hours of work, but nothing in this Agreement will be a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.
- 12.2 The standard work week will be from 12:00 a.m., Monday through 11:59 p.m., Sunday.
- 12.2.A The Employee's standard work week will consist of eight (8) hour days five (5) days per week or ten (10) hour days four (4) days per week.
- 12.2.B The Company has the right to change the starting or ending time and/or work-week of any shift based on operational needs.
- 12.2.C Operational needs will dictate the assignment of hours. Also, if there is a declared state of emergency, all Employees may be called to report at any time.
- 12.3 Overtime
- Any hours worked which will exceed forty (40) hours in the Company work week will be paid at time and one half for Operations Supervisors and Dispatcher Supervisors.
- 12.3.A The Company will not change work schedules to avoid payment of overtime, except at the request of the Employee.
- 12.3.B Absences from work, including vacation, sick leave, all leaves of absence, including Union business, bereavement leave, witness duty (unless the Employee is testifying as a witness for the Company), and jury duty will not count as hours worked for purposes of computing overtime.
- 12.3.C In an effort to prevent overtime distribution problems from arising in the future, the Company and the Union agree to the following system with respect to overtime distribution.
- 12.3.C.(1) Sign-up sheets will be maintained and posted for Dispatch Supervisors and Operations Supervisors in the Dispatch Office at Myrtle, the Operation Supervisor's Office at Myrtle and at JRTC in the Supervisor's Office for the purpose of calling in off-duty Employees for

overtime work. Should an Employee be interested in working overtime, he or she can place their name on the sign-up sheet. Once the sign-up period closes, the Company will select an Employee through seniority. In the event that the Company selects Employees from this list for overtime, the next overtime opportunity will begin with the Employee that is next in line per seniority.

12.3.C.(2) The Company and the Union agree that the sign-up sheet need not be used or resorted to if the overtime is of an emergency nature.

12.3.C.(3) An emergency nature consists of but is not limited to: Employees leaving a shift early due to sickness or other reasons, an Employee “calling out” of work, an Employee not reporting to work and not calling the appropriate Company personnel within an hour and one-half (1-1/2) of his or her scheduled reporting time or within four (4) hours of his or her scheduled reporting time if third shift or continuation of an ongoing and uncompleted task by an Employee who is at the end of his or her shift (holdover overtime). In these and other instances of an emergency nature, the Company will assign the overtime in its discretion without reference to the sign-up sheet.

12.3.C.(4) Overtime is scheduled time. Employees not reporting for agreed upon overtime will be subject to discipline as outlined in Article 9 of this Agreement.

12.4 The Company’s general policy is not to place an Employee on stand-by; however, in limited situations and pursuant to the provisions of Article 26 of the Agreement, the Company may have the necessity to do so. An Employee who is placed on stand-by must be able to respond to telephone calls within fifteen (15) minutes. From the time the Employee telephones the Dispatch Office when responding to a call, the Employee will be covered by “call-in pay” as set forth in Section 12.5. In performing such call-in work, the bargaining unit Employee may be asked to perform those duties which necessitate a call-in and any other duties for which the Employee is qualified so as to ensure uninterrupted operations.

12.4.A It is the responsibility of the Company to provide a sign-up procedure for Employees wishing to volunteer for and be added to the rotation for being placed on stand-by.

12.4.B The needs of the operation will supersede Section 12.4 in the case of a declared state of emergency pursuant to Article 26 at which time all Employees are subject to recall.

12.5 Any Dispatcher Supervisor called in to perform work outside of his or her regular schedule for which he or she must return after leaving his or her workplace and for which the Employee does in fact return to the workplace, including telephone calls to dispatch when responding to a call, will receive a minimum of two (2) hours pay at time and one-half for work performed. Any Operations Supervisor called in to perform work outside of his or

her regular schedule for which he or she must return after leaving his or her workplace and for which the Employee does in fact return to the workplace, including telephone calls to dispatch when responding to a call, will receive a minimum of two (2) hours pay at time and one-half for work performed. This paragraph will not apply if: The Employee is notified of such work before last leaving Company property; The Employee receives a minimum of eight (8) hours advance notice of such work; An early call-in period extends into the start of the Employee's regular work day; The Employee is already at work and is asked to stay past his or her regular schedule; or, The Employee is called to pick up another Employee's regularly scheduled shift.

12.6 Work Schedules

12.6.A The Company will give an Employee at least five (5) working days advance notice prior to making a permanent change to the Employee's regular work schedule, location, or shift.

12.6.B Normal work schedules showing the Employee's shifts, work days and hours will be posted on Bulletin Boards no less than five (5) calendar days in advance.

12.6.C With prior written approval, as applicable, from the Service Delivery Manager or Transit Station Manager and provided the circumstances are not detrimental to the operation, Employees may mutually agree to exchange days or shifts on a temporary basis.

12.6.D The Company will assign work schedules based on operational needs for four (4) day and five (5) day work weeks including splits. Seniority will prevail in the selection of assignments. No schedule will be guaranteed and the overall work schedule may change at any given time in accordance with 12.6.A above.

ARTICLE 13

HOLIDAYS

Full-time regular ████ Employees receive the following paid holidays:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Personal Holiday

Guidelines on Holidays

Full-time regular Employees are immediately eligible for holiday pay upon their date of employment.

The Employee will receive eight (8) hours or ten (10) hours of holiday pay, dependent upon normal work schedule.

Holiday pay does not count towards overtime calculation.

Some Employees will be required to work on Holidays when regular service is in operation. Those Employees required to work a Holiday will either: 1) be compensated for hours worked on the Holiday at time and one half as well as receive Holiday pay at straight time; or 2) can defer the use of the Holiday for up to 12 months.

If the Holiday falls on an Employee’s regularly scheduled day off, the Employee will be paid eight (8) or ten (10) hours at straight time.

Any accumulated holiday pay will be paid out upon separation if earned and not used within twelve (12) months.

If a Holiday occurs during an Employee’s vacation, the day will not be charged against the Employee’s vacation time.

Personal and Floating Holidays must be scheduled in advance with Company approval. Unused Personal Holidays do not carry over from one year to the next.

ARTICLE 14

WAGES

14.1 For each year following ratification of this Agreement Operation Supervisors and Dispatcher Supervisors will receive increases in their hourly wage as set forth below:

TIER	Year 1	Year 2	Year 3
0-5 Years	\$26.00	\$27.00	\$28.00
6-10 years	\$26.50	\$27.50	\$28.25
11+	\$27.50	\$28.50	\$29.00

Any Operations Supervisor making at least \$27.00 prior to ratification will receive a one-time bonus of \$1,500.00 within two weeks of ratification.

14.2 The Company will normally pay Operation Supervisors and Dispatcher Supervisors bi-weekly. Scheduled pay days will be every other Thursday. If Thursday is a Holiday set forth in Article 12 (including a bank holiday for the limited purposes of Article 13.2), the Employee will be paid on the last business day before the Holiday.

- 14.3 An Employee who is selected by the Company to instruct and provide training to either Dispatch Supervisor or Road Supervisor trainees will be paid an additional one dollar (\$1.00) per hour for all time spent providing training or instruction up to a maximum of four hundred (400) hours per trainee. If additional hours are needed beyond four hundred (400) for a trainee the Employee will be paid at regular pay rate.

ARTICLE 15

BENEFITS

- 15.1 The Company will pay the employer's portion of the premium for the Group Health Insurance Plan as set forth in the [REDACTED] Benefit Handbook, published annually on January 1st, for medical insurance, based upon the selection made by the Employee during open enrollment or during the Employee's new hire enrollment window. The Employee will pay the employee's portion of the premium for the Group Health Insurance Plan. Failure of the Employee to pay the employee's portion of the premium for the Group Health Insurance Plan for 60 days will result in the Employees Group Health Insurance Plan being terminated.
- 15.2 The Union understands and agrees that both the Company's and the Employee's portion of the premium for the Group Health Insurance Plan will change annually during the term of this Agreement based upon many factors most of which are not within the control of the Company including overall health insurance market conditions both nationally and locally. The Company agrees to diligently seek the best Group Health Insurance Plan for all employees including Employees covered by this Agreement with the most comprehensive coverage at a competitive price. The Union agrees that this determination is in the sole discretion of the Company.
- 15.3 The Company will pay the employer's contribution to the Employee's retirement plan as set forth by the State of Florida and administered by the Florida Retirement System. The Employee will pay the Employee's contribution as set forth by the State of Florida for the same plan. The Company's sole obligation as it relates to the Employee's retirement plan is to pay the employer's contribution to the plan; however, if the Company should receive any advance notice of changes to the retirement plan the Company will promptly notify the Union. The Company is not in any way a guarantor of the plan, its benefits or its strength or viability as a retirement plan. The Company does not offer any advice or guidance as to which program under the plan that the Employee should enroll in, all such determinations being made solely by the Employee.
- 15.4 Employees will wear the type, quality, and color of uniform designated by the Company; however, the Company will solicit input from the Union about the type of uniform to be worn by Employees prior to making a final uniform selection. Red or white collared polo/golf shirts can be worn by Dispatcher Supervisors on Friday, Saturday, Sunday and Holidays. Red or white collared polo/golf shirts can be worn by Operations Supervisors on Saturday, Sunday and Holidays. Polo/golf shirts will be permitted to tastefully display the [REDACTED] or Union logo and must be tucked into trousers. The Company will purchase the Employees first uniform and thereafter will provide each Employee with a \$250 uniform allowance in the form of a voucher on October 1 for the

purchase of uniforms. In order to be entitled to the uniform allowance a full-time Employee must have worked two hundred (200) days during the twelve (12) month period immediately preceding October 1. Likewise, in order to be entitled to the uniform allowance a part-time Employee must have worked one hundred (100) days during the six (6) month period immediately preceding October 1. Employees are expected to keep their uniforms clean and pressed and their general appearance clean and neat. Any necessary personal safety clothing or equipment will be furnished by the Company and it, along with any other materials or clothing furnished under this Article, will remain the property of the Company.

15.5 Mileage reimbursement will be as set forth in Florida Statutes.

ARTICLE 16

JOB POSTING

16.1 The Company supports promotion from within wherever possible and practical. All full-time and part-time vacancies are posted on the assigned bulletin boards throughout the property and on the Company's employee recruitment portal. Job postings remain advertised for a period of ten consecutive weekdays (Monday-Friday). Interested Employees should complete an application before the expiration date of the job posting.

16.2 The Human Resources Department will determine whether an applicant meets the minimum requirements of the job vacancy and, together with the hiring manager, will schedule interviews with the top internal, and if deemed appropriate, external candidates.

ARTICLE 17

LICENSE REQUIREMENT

During the term of this Agreement the Company may require, with ninety (90) days written notice, that all Employees maintain a current and valid Florida CDL (Commercial Driver's License) and USDOT (United States Department of Transportation) medical card (certificate). The Company will pay for the license fee for the Florida CDL only. If at any time after instituting this requirement the Company learns an Employee does not possess a current and valid Florida CDL or USDOT medical card, they will be given seventy-two (72) hours to obtain both. Loss of the Florida CDL, failure to obtain a USDOT medical card, or failure to notify the Company immediately upon the loss of the Florida CDL or the USDOT medical card will be grounds for termination. While it is desirable for Dispatcher Supervisors to maintain a current and valid Florida CDL and USDOT medical card it will only be required of Operation Supervisors.

ARTICLE 18

REVIEW OF ASSIGNED DUTIES - WORKING OUT OF CLASSIFICATION

Assignment of Employees to responsibility for work in a higher level classification or position will be limited to a period of six (6) months, and will be to temporarily replace Employees on leave or to perform work of a vacant position until it can be filled. Employees so assigned, for thirty (30) consecutive work days or longer will receive a five (5) percent increase for the duration

of the time. The terms of this article do not apply when an Employee is on Temporary Alternate Work (TAW) status pursuant to Article 26.

ARTICLE 19

EDUCATIONAL ASSISTANCE PROGRAM

19.1 Overview:

In an effort to encourage full-time Employees to further their education, specialized training and certification that will enhance their job performance, provide opportunities for promotion or otherwise benefit the JTA, the Company has established a tuition reimbursement program.

19.2 Eligibility:

19.2.A In order to qualify for tuition reimbursement an Employee must:

- Have successfully completed his or her probationary period
- Receive prior written approval from the C T O / Vice President of Transit Operations and the Human Resources department prior to starting any course(s).
- Be employed with the Company upon completion of the course(s), training or certification.
- Have a satisfactory attendance and performance record as determined by the Employee's immediate supervisor. The Employee must have no documented disciplinary action within the past 12 months and must have received a satisfactory rating on his/her most recent performance evaluation.
- Pass the course with a grade of C or better, or other satisfactory completion rating.

19.2.B Eligible Expenses:

- Tuition, including for-credit laboratory fees, will be eligible for reimbursement. Educational assistance benefits do not include I.D.'s, parking fees, books, payment for meals, lodging or transportation; tools and supplies; or courses unrelated to the degree program.
- The total benefit per Employee will not exceed five thousand two hundred and fifty dollars (\$5,250.00) in a calendar year. All tuition reimbursements will be made in accordance with applicable provisions of the Internal Revenue Code Section 127.
- The degree must be job related or prepare the Employee for future advancements within the Company.

- Courses must be taken at an accredited college, university, vocational school or adult education center. The Company will only reimburse for one degree at each level (i.e.: Associates, Bachelors, etc.)
- If attending Florida State College Jacksonville, tuition will be reimbursed at its tuition rate. All other educational institutions will be reimbursed at the University of North Florida rate, or actual cost if less.

19.3 Additional Details:

19.3.A Employees who resign from the Company less than twelve (12) months after completing an approved course(s) will be required to repay the Company on a pro-rated basis.

19.3.B Employees must complete all course related work on his or her own time outside of regular business hours.

ARTICLE 20

VACATION

20.1 General

20.1.A Full-time Employees are eligible for five (5) days of paid vacation after six (6) months of continuous service. After this first six (6) months, eligible Employees accrue 6.67 hours of vacation every month. This equates to two (2) weeks of vacation per year.

20.1.B After five (5) years of service, Employees accrue ten (10) hours of vacation per month or three (3) weeks per year. After ten (10) years of service, Employees accrue 13.34 hours of vacation per month or four (4) weeks per year.

20.1.C Vacation requests must receive prior approval from the Employees immediate supervisor. Vacation requests will be considered based upon the needs of the Company and the number of Employees that are requesting vacations at the same time. If there is a conflict between Employees that cannot be worked out among the affected individuals seniority will prevail.

20.1.D Normally vacation is limited to no more than two (2) consecutive weeks. Prior approval of the CTO/Vice President of Transit Operations is needed for vacation time to exceed two (2) consecutive weeks.

20.1.E Employees will be able to carry over unused vacation from one (1) year to the next up to a maximum of two hundred forty (240) hours.

20.1.F When an Employee leaves the Company's employment for any reason, the Employee will be paid for the unused vacation that has accrued up to their last day of employment.

20.2 Annual Leave Pay Option

- 20.2.A The Company has established a policy that allows Employees the option of being paid for a portion of the vacation time they have accrued instead of taking the time off. To be eligible for the Annual Leave Pay Option, all three of the following requirements must be met:
- 20.2.A.(1) The Employees must have taken at least forty (40) hours of vacation time during the calendar year.
 - 20.2.A.(2) The maximum amount of time that the Employee can be paid under the Annual Leave Pay Option is eighty (80) hours per calendar year.
 - 20.2.A.(3) After the Annual Leave Pay Option is paid to the Employee, the Employee must have a minimum of one hundred twenty (120) hours of vacation time remaining in their annual leave balance.
- 20.3.A This Annual Leave Pay Option, in lieu of taking time off, may be exercised only once each calendar year. Vacation leave balances are reviewed by the Human Resources Department every January. Those Employees who have a balance in excess of two hundred forty (240) hours and have not requested a payout of a portion of their vacation balance by that time will lose whatever hours are in excess of the two hundred forty (240) hour maximum.
- 20.4.A. Forms to request the Annual Leave Pay Option are available through the Human Resources Department.

ARTICLE 21

SICK LEAVE

21.1 General

- 21.1.A If you are sick, a family member is sick and needs your attention, or you have a doctor or dentist appointment, the Company offers all full-time Employees sick leave that is accrued at the rate of one day per month of service.
- 21.1.B Full-time Employees may accrue up to a maximum of ninety (90) days of sick leave. An Employee may use his or her earned sick leave for a whole workday or part of a workday
- 21.1.C Regardless of the reason for the absence, Employees must notify their immediate supervisor or other designated person of their absence and the reason for it. The Employee should enter the sick leave on the weekly and monthly time sheets. Prior notice of doctor and dentist appointments should be given.
- 21.1.D The Company reserves the right to turn down a sick leave request for unreported or unapproved absences.
- 21.1.E Sick leave is to be used only as it is needed. Excessive absenteeism or misrepresentation of the reason for absences may result in disciplinary action up to and including termination.

21.2 Sick Leave Conversion

21.2.A In an effort to recognize Employees who have contributed to the efficient operation of the Company, Employees with long term service are given the opportunity to convert sick leave in excess of ninety days to vacation leave.

21.2.B Employees who have accrued in excess of ninety (90) days of sick leave may, on an annual basis, convert one-third (1/3) of such excess time to vacation leave. Forms to exercise Sick Leave Conversion are available through the Human Resources Department.

ARTICLE 22

BEREAVEMENT LEAVE

22.1 Employees may be granted up to three (3) paid consecutive working days off because of the death of a member of the Employee's immediate family.

22.2 The Employee should contact his or her immediate supervisor as soon as possible after a death in the immediate family to arrange for use of Bereavement Leave.

22.3 Immediate family is defined as an Employee's spouse, parents, grandparents, children, grandchildren, sisters, brothers, brother or sister in-law, mother or father in-law, son or daughter in-law or legal custodian or step-relative of the Employee or spouse.

22.4 Bereavement Leave should be noted in the Company's timekeeping system.

ARTICLE 23

MILITARY LEAVE

The Company and the Union agree to comply with USERRA regulations in support of service members.

ARTICLE 24

SAFETY AND HEALTH

24.1 The Company will conform to and comply with safety, health, sanitation, and working conditions properly required by federal, state and local law. The Company and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions and inadequate restroom facilities where they are shown to exist.

24.2

24.2.A All Parties will cooperate to eliminate safety and health hazards.

24.2.B The Company will provide protective devices, wearing apparel, and other equipment necessary to protect Employees from occupational injury or disease in accordance with established safety practices. Such practices may be

improved from time to time by the Company's in-house safety representative(s).
The Union may submit safety recommendations from time to time.

24.2.C Employees are responsible for utilizing safety equipment, protective devices, apparel, and equipment when they are provided and required.

24.2.D Employees must follow safety rules and practices as issued by the Company. An Employee's willful neglect and/or failure to obey safety regulations and to use safety devices and/or equipment will be just cause for disciplinary action.

24.3

24.3.A An Employee, who believes an assignment is abnormally dangerous or hazardous, will immediately notify his or her supervisor. The supervisor will take such measures as are necessary to make the assignment consistent with health and safety.

24.3.B The Company will respond in writing to written Employee reports of unsafe working conditions in a timely manner. This will include keeping the affected Employee informed about the status of his or her report.

24.3.C The Company will notify affected Employees of major remodeling construction or facilities maintenance.

ARTICLE 25

LIMITED EMERGENCY

In the event of the official declaration of an emergency, operational needs may affect some Employees differently from others.

25.1 All Employees are essential employees.

25.2 Essential employees are those who are required to assist in emergencies as determined by the Company. Employees designated as "essential" will be required to work during the emergency. Essential employees who fail to meet their responsibilities under this provision may be subject to discipline.

25.2.A An Employee's designation as "essential" or "non-essential" may change due to the nature of the emergency.

25.2.B Where possible in situations where there is advance notice of an impending emergency, the Company may authorize "essential" employees to take reasonable time, as determined by the Company, to return home to secure their homes and property and arrange for the safety of their families. Essential employees will not be charged leave for only such authorized preparation time taken. Following such preparation time, "essential" employees must report to work during the emergency.

- 25.2.C In addition, employees designated as essential to the operation who reported to work will be granted straight time compensatory time for the same number of hours given to “non-essential” employees as administrative leave.
- 25.2.D Employees on previously approved leave, scheduled holiday, authorized leave without pay, or who called in to request and are approved leave during the emergency, will be charged for the leave.
- 25.3 During a declaration of emergency by the Company’s CEO or when an emergency may reasonably be determined to be imminent, provisions of this Agreement addressing notification, scheduling and shift assignment requirements may be suspended during the time of the declared emergency provided that wage rates and monetary fringe benefits will not be suspended.

ARTICLE 26

AMERICANS WITH DISABILITIES ACT

The Company and the Union recognize their mutual obligation to abide by the requirements of the Americans with Disabilities Act and any amendments made thereto.

ARTICLE 27

FAMILY & MEDICAL LEAVE ACT

The Company and the Union recognize their mutual obligation to abide by the requirements of the Family & Medical Leave Act and any amendments made thereto.

ARTICLE 28

TEMPORARY ALTERNATE WORK

- 28.1 The Company may provide a Temporary Alternate Work (TAW) program to Employees who are unable to perform their normal work assignments due to an on-the-job illness/injury, the intent of which is to assist Employees, by providing them with an opportunity to continue gainful employment under the provisions of the Agreement, but not to impede the recovery process of their illness or injuries, providing in the Company’s sole discretion, that the Company has the work available and is able to accommodate the Employee’s medical restrictions.
- 28.2 The Employees treating physician of record may release him or her to TAW assignment, if the Company has submitted a detailed job description of any proposed TAW assignment to the treating physician prior to commencement of a TAW assignment. The physician will consult with the Employee and the Company to evaluate the TAW assignment and determine if he or she is capable of handling the assignment without further injury or impeding total recovery.
- 28.3 The TAW assignment may be bargaining unit or non-bargaining unit work. The Employee on TAW assignment will receive the standard contractual hourly wage and benefits regardless

of work performed. Employees on TAW assignment will not displace any other employee or adversely affect their seniority.

- 28.4 The Employee's supervisor will be notified of his or her TAW status and will not take it upon himself to alter that status, job description or work assignment without first conferring with the Human Resources Department.
- 28.5 This article does not apply when an Employee is working pursuant to the provisions of Article 16 – Review of Assigned Duties – Working out of Classification.

ARTICLE 29

SEVERABILITY

In the event any Article, Section and/or portion of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction; such decision will apply only to the specific Article, Section and/or portion thereof specified in the court's decision. Upon request of either party, the Parties agree to meet for the purpose of negotiating a substitute for that specific Article, Section and/or portion thereof. All other Articles, Sections and/or portions of this Agreement will remain valid and enforceable.

ARTICLE 30

RESIDUAL RIGHTS CLAUSE

- 30.1 The Company retains all rights, powers, functions, and authority it had prior to the signing of this Agreement except as such rights, powers, functions, and authority that are specifically relinquished or abridged in this Agreement in accordance with § 447.309 (3), Florida Statutes.
- 30.2 All matters pertaining to terms and conditions of employment guaranteed by law to Employees within the bargaining unit will apply except as such matters as are specifically abridged or modified by the terms of this Agreement in accordance with § 447.309 (3), Florida Statutes.

ARTICLE 31

PROHIBITED ACTIVITIES

The Union will not call, encourage, ratify, participate in or engage in any strike, slowdown or other interruption of work involving the Company during the term of this Agreement.

- 31.1 No Employee will call, encourage, ratify, participate in or engage in any strike, slowdown or other interruption of work, during the term of this Agreement. If an Employee or group of Employees violates this Article, the Union, upon request of the Company, will immediately notify the Employee(s), in writing, to return to work or cease violating the provisions of this Article, that such actions violate Florida law and this Agreement, and that the Union does not condone in any way such conduct. The Company may also communicate with all Employees reminding them of their obligations under this Agreement.

- 31.2 Pursuant to Florida law the Company retains the right to discipline or discharge any Employee participating in or promoting any of the activities described above, or any similar activities.
- 31.3 It is recognized that the Company is responsible for and engages in activities, which provide for the health, safety, and welfare of the citizens of Northeast Florida through the operation of a safe, efficient and courteous transportation system. Accordingly, in the event of any violation of this Article, the Company is entitled to seek and obtain immediate legal and/or equitable relief in any court of competent jurisdiction.
- 31.4 The Union will not be liable for independent actions of Employees, provided it has taken reasonable steps to prevent violations of this Article as set forth in 30.2 above.
- 31.5 During the life of this Agreement, the Company will not lockout the Employees.

ARTICLE 32

SCOPE OF THE AGREEMENT

It is understood and agreed that this Agreement will replace and supersede any and all previous agreements and that it will be firm on all points covered herein. No amendments, modifications, changes or interpretive alterations will be effective unless and until they are executed in writing, dated, and signed by the individuals who have executed this Agreement, or those persons who follow them in their positions. It is further understood that past practices which could be interpreted to contradict or modify this Agreement are null and void, and the language of this Agreement will be controlling.

ARTICLE 33

ENTIRE AGREEMENT

- 33.1 The Parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of Collective Bargaining, 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. Therefore, the Company and the Union voluntarily and unqualifiedly waive the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. This Article will not be construed to in any way restrict the Parties from commencing negotiations under the applicable law on any succeeding Agreement to take effect upon termination of this Agreement.
- 33.2 Except as otherwise provided in the Agreement, this Agreement will be effective as of May 21, 2022 and will remain in effect through May 20, 2025 and from year to year thereafter, except, however, that either party desiring to terminate, modify or amend the terms of this Agreement at the expiration or anniversary date of the same, will give not less than sixty (60) days prior notice in writing to the other party of such intention to terminate, modify or amend the Agreement at its expiration or anniversary date.

ARTICLE 34

BIDDING AND ASSIGNMENT OF WORK

The Company shall have exclusive control of the making of schedules and work assignments. The Company agrees that during the term of this Agreement bidding on schedules and work assignments will only take place when it becomes operationally necessary to do so or in the event of a vacancy in the bargaining unit.

ARTICLE 35

FREE TRANSPORTATION

- 35.1 Free transportation passes will be provided by the Company for each Employee, the Employee's spouse and their dependent children under the age of eighteen (18) years old residing in the Employee's household. If an Employee has legal dependents under the age of eighteen (18) who do not live in the Employee's household, but for whom the Employee provides support, the legal dependents may receive free transportation passes as set forth above provided proof is furnished that legal dependents are actually supported by the Employee. Passes will be issued upon presentation of proper proof in accordance with the rules and regulations of the Company. The passes will expire every three (3) years and will have to be renewed providing that proper documentation and photo ID is presented.
- 35.2 All free transportation passes must have photo attached.
- 35.3 Free transportation passes will be honored on all regular fixed routes operated by the Company. Free transportation passes are not transferable. Abuse of pass privileges will result in revocation of pass.

ARTICLE 36

ATTENDANCE

An employee will be entitled to earn one half (1/2) day for each thirteen (13) weeks that no sick leave is taken. The one half (1/2) day must be used within the nine (9) month period immediately following the thirteen (13) weeks in which it was earned. If the one half (1/2) day is not used in the nine (9) month period, the employee shall be paid for four (4) hours at the employee's regular straight hourly rate.

ARTICLE 37

PERFORMANCE INCENTIVE

- 37.1 For each year of the term of this Agreement all employees in the Bargaining Unit will be eligible to receive one half percent (1/2%) of the employee's gross wages as a performance incentive ("PI") as set forth below.
 - 37.1.A. Eligibility:
 - 37.1.A.(1) All full-time employees are eligible to participate in the PI program.

37.1.A.(2) Newly hired employees with less than one full year of service will receive the PI on a prorated basis, depending on the start date.

37.1.A.(3) Employees must be on the payroll as of December 31 of the calendar year, except employees on lay-off who will receive a pro-rated benefit for the months actually worked in the calendar year.

37.1.B. Parameters:

37.1.B.(1) The PI will be earned based on the Authority meeting specific performance objectives. Such objectives shall be determined annually by the Company and provided to the Union no less than thirty (30) days prior to implementation.

37.2.B.(2) Such payout will be made on an annual basis.

ARTICLE 38

SAFETY INCENTIVE

38.1 The Company will provide a safety incentive to be paid quarterly in accordance with the provisions of this article:

38.1.A. The safety incentive amount will be one half percent (1/2%) of the employee's gross wages for the quarterly period.

38.1.B. The safety incentive will be paid to employees on the payroll at the end of the quarter no later than the third week following the end of the quarter. The quarterly periods will be January through March, April through June, July through September and October through December. The safety incentive will be subject to withholdings required by law.

38.2 Employees will be disqualified from receiving a safety incentive payment under the following conditions:

38.2.A. An employee who incurs a recordable on the job injury, [in which the employee's rule violation contributed to the injury,] will forfeit the safety incentive payment for the quarterly period in which the injury occurs.

38.2.B. Employees who incur a loss of time of one or more full days as a result of an on the job injury in which they were at fault.

38.2.C. An employee who causes a property damage claim shall forfeit his/her safety incentive payment for the period in which the damage occurs.

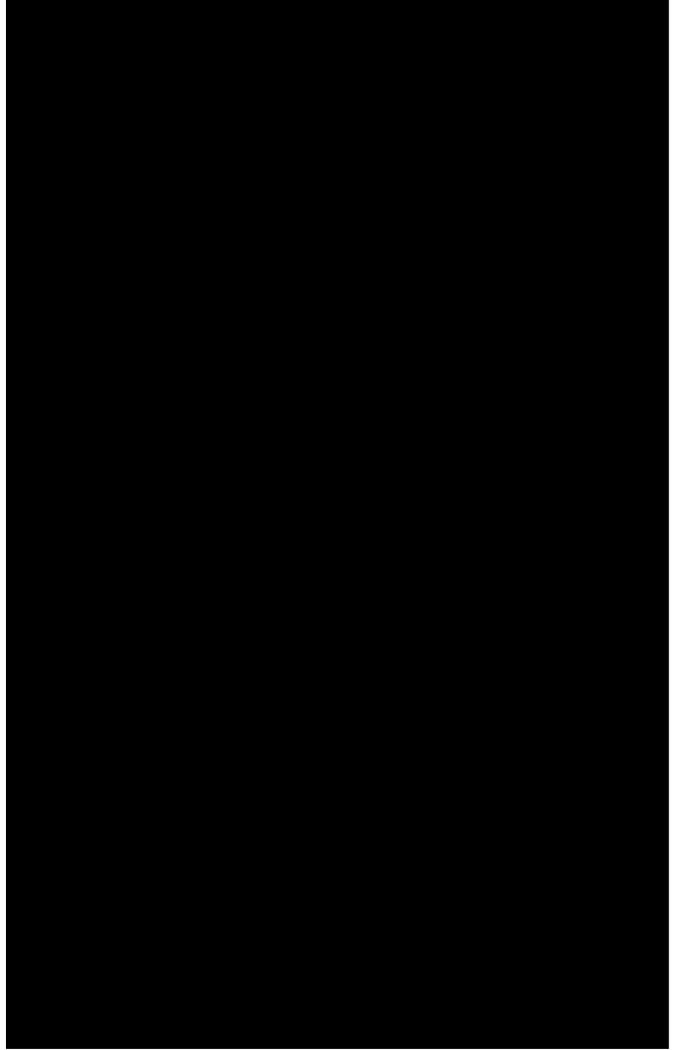
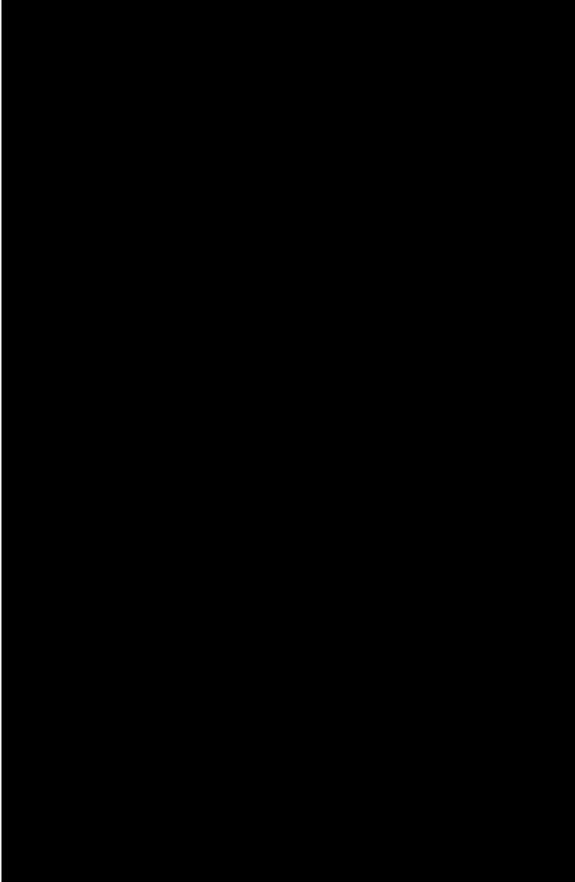
38.2.D. An employee who causes a vehicular accident shall forfeit his/her safety incentive payment for the quarter in which the accident/claim occurs.

38.2.E. An employee who fails to timely report an on-the-job injury, a property damage, or a vehicle accident shall forfeit his/her safety incentive payment for the quarter in which the incident occurs.

- 38.2.F. An employee who receives a disciplinary suspension for a safety related infraction forfeits any safety incentive payment for the quarter in which the suspension is given.
- 38.2.G. An employee who tests positive for drugs or alcohol pursuant to the Employer's Substance Abuse Policy, shall forfeit his/her safety incentive payment for four consecutive quarters.
- 38.3. Forfeiture of a safety incentive payment does not exclude the employee from other disciplinary action (warning, suspension, or termination of employment) which may be appropriate.

SIGNATURES

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES FLORIDA COUNCIL 79



P [REDACTED] Drug and Alcohol Policy

Template: Policy
Version: 7 (8/1/2022)
Expiration Date: 1/18/2023
Approvers: [REDACTED]
Administrators: [REDACTED]
Editors: [REDACTED]
Viewers: All Users;]
Folders: Drug & Alcohol;

Division: Transit Operations
Department: Safety & Security

Purpose: The purpose of this policy is to eradicate drug abuse and alcohol misuse in our workplace and encourage employees engaging in substance abuse to seek assistance and rehabilitation by self-referral. This policy complies with 49 CFR Part 40, as amended and 49 CFR Part 655, as amended. Copies of 49 CFR Parts 40 and 655 are available in the Drug and Alcohol Program Supervisor's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol>. Portions of this policy are not FTA-mandated, but reflect [REDACTED] policy. These additional provisions are identified by bold text. In addition, the DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. The [REDACTED] Drug-Free Workplace Policy can be found in Policy IQ, ID #4628, as well as an attachment to this policy.

Applies To: This policy applies to every person, including an applicant or transferee, who performs, or will perform, a "safety-sensitive function" as defined in 49 CFR Part 655.4. You are a "covered employee" if you perform any of the following: Operating a revenue service vehicle, in or out of revenue service, operating a non-revenue vehicle requiring a commercial driver's license, controlling movement or dispatch of a revenue service vehicle, maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service or carrying a firearm for security purposes. Please see Attachment 1: Covered Positions section for a list of safety-sensitive employee positions by job title.

Policy Statement:

Portions of this policy are not FTA-mandated, but reflect [REDACTED] policy. These additional provisions are identified by bold text.

This policy was adopted by the [REDACTED] Board of Directors on June 26, 2018 (see attachment)

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A. TESTING PROGRAM BACKGROUND

The Omnibus Transportation Employee Testing Act of 1991 (OTETA) directed the United States Department of Transportation (USDOT) to promulgate regulations outlining the procedures for transportation workplace drug and alcohol testing. The USDOT regulations titled, "Procedures for Transportation Workplace Drug and Alcohol Testing" are codified as 49 CFR Part 40. The regulations ensure uniform practices for specimen collections, laboratory analysis, medical review, result reporting and the Return-to-Duty process for violating employees. The regulations are applicable to safety-sensitive employees in transportation workplaces throughout the nation (transit, rail, aviation, commercial drivers, etc.)

The OTETA also directed each transportation administration to craft industry-specific regulations that define which employees are subject to testing, the testing circumstances, policy statement requirement and training requirements relevant to that industry. The is required to comply with both the USDOT regulations described above, as well as the Federal Transit Administration regulations "Prevention of Prohibited Drug Use and Alcohol Misuse in Transit Operations" which are codified as 49 CFR Part 655.

B. PROHIBITED BEHAVIOR

Drug Prohibition:

Use of illegal drugs is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in Part 40, as amended. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

Alcohol Prohibition:

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

Per policy, all covered employees are required to report any drug and/or alcohol related offenses to their immediate supervisor and the HRD within 48 hours of such offense.

C. CONSEQUENCES FOR VIOLATIONS

When the is notified of an employees' refusal to test, an MRO verified positive drug test, or a test refusal due to adulteration or substitution; the violating employee will be immediately removed from safety-sensitive duty and provided a list of DOT qualified Substance Abuse Professionals (SAP). Applicants will be excluded from hire and provided a list of DOT qualified Substance Abuse Professionals. Violating employees will be required to successfully complete the USDOT Return-to-Duty process prior to resuming any safety sensitive function. Per the authority, a disciplinary suspension may be imposed.

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal (see Section "G. Test Refusals"), the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties for at least eight hours unless a retest results in the employee's alcohol concentration being less than 0.02.

Treatment/Discipline

Per the policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be immediately removed from safety-sensitive duties and referred to a Substance Abuse Professional (SAP) for evaluation and treatment.

The employee will be offered participation in the Second Chance Program under the following conditions: the employee is not within their probationary period, or they have not completed the Second Chance Program/Return-to-Duty process with previously. Upon acceptance of the Second Chance Program agreement by the employee and the, the employee will be given a minimum of 30 days leave of absence to seek rehabilitation, without pay. Failure, by the employee, to initiate a SAP-supervised USDOT return-to-duty rehabilitative program within ten (10) days of accepting and signing the Second Chance Program Offer will result in grounds for immediate termination.

*NOTE: I.A.M. Employees must have completed one year of service to qualify for the Second Chance Program.

D. CIRCUMSTANCES FOR TESTING

Pre-Employment

Pre-employment background checks: In accordance with 49 CFR Part 40.25, the █ must make and document good faith efforts to perform drug and alcohol background checks for all applicants applying for a safety-sensitive position and all current employees applying for transfer into a safety-sensitive position. Testing information will be requested from each of the applicant's previous DOT covered employers during the two years prior to the date of application. The █ must obtain the applicant's written consent for the release of their drug and alcohol testing information from their previous DOT covered employers to the █. Applicants refusing to provide written consent are prohibited from performing safety-sensitive functions for the █.

Safety-sensitive applicants who have previously violated the DOT testing program must provide documentation that they have successfully completed the USDOT's Return-to-Duty process with a DOT qualified Substance Abuse Professional (SAP). Failure to provide satisfactory documentation will exclude the applicant from being hired or transferred into a safety-sensitive position with the █.

Pre-employment drug testing: All applicants for safety-sensitive positions shall undergo a pre-employment urine drug test. A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions, including behind-the-wheel training. If a pre-employment test is canceled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions. **If an applicant's pre-employment urine drug test result is verified as positive, the applicant will be excluded from consideration for employment in a safety-sensitive position with the █.** The applicant will be provided a list of DOT qualified Substance Abuse Professionals.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must submit to a pre-employment urine drug test. The █ must be in receipt of a negative drug test result prior to the employee resuming any safety-sensitive function. A verified positive pre-employment drug test is a violation of the USDOT/FTA testing program. Violating current employees will be required to successfully complete the USDOT's Return-to-Duty process prior to resuming any safety-sensitive functions. **Per the █ authority, a disciplinary suspension may be imposed.**

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting USDOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when the █ has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

1. Fatal Accidents
 - a. As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by the █ using the best information available at the scene, will be tested.
2. Non-fatal Accidents
 - a. As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:
 - The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
 - One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
 - The vehicle is a rail car, trolley car, trolley bus, or vessel, and is removed from operation, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the █ using the best information available at the scene, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care. Any safety-sensitive employee who leaves the scene of the accident without a justifiable reason or explanation, prior to submitting to drug and alcohol testing, will be deemed to have refused the test.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering Random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates performed by the [REDACTED] will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapec/random-testing-rates.

The selection of employees for Random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty, on call for duty, or on standby for duty.

Each covered employee who is notified of selection for Random drug or Random alcohol testing must immediately proceed to the designated testing site. Failure to proceed immediately to the testing location may be deemed a refusal to test.

Random Testing - End of Shift

Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. **Employees who provide advance, verifiable notice of scheduled medical or child care commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or child care commitment, for the period immediately following an employee's shift, must be provided at least six (6) hours before the end of the shift.**

Return to Duty Testing

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a USDOT drug and/or alcohol test must first be evaluated by a Substance Abuse Professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative Return-to-Duty drug and/or alcohol test result. All tests will be conducted in accordance with 49 CFR Part 40, and under direct-observation collection procedures by a same-gender DOT qualified collector.

Follow-up Testing

Employees returning to safety-sensitive duty following leave for substance abuse rehabilitation will be required to undergo unannounced Follow-Up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such Follow-Up testing shall be directed by the SAP. All testing will be conducted in accordance with 49 CFR Part 40, and under direct-observation collection procedures by a same-gender DOT qualified collector.

E. TESTING PROCEDURES

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Drug and alcohol testing will be conducted as follows:

- i. Safety sensitive employees of [REDACTED] may be tested for the presence of illegal drugs at any time while on duty; however, testing for alcohol will be conducted immediately before, during, or immediately after performing safety-sensitive duty
- ii. All urine specimen collection is conducted in accordance with USDOT rule, 49 CFR Part 40, as amended. Collectors will be appropriately trained and qualified to perform urine specimen collection for DOT covered employees and must meet training requirements of 49 CFR Part 40.33
- iii. Split specimen testing will be utilized
- iv. All breath alcohol screening is completed by breath alcohol technicians meeting the training requirements of 49 CFR Part 40.213 using an evidential breath testing device listed on the USDOT/ODAPC webpage as an "Approved Evidential Breath Measurement Device"
- v. The [REDACTED] will conduct all drug testing using Department of Health and Human Services certified laboratories
- vi. To protect the employee and integrity of the testing process, all drug and alcohol test results will be kept confidential. Test results will not be released to any party, including the employee, without written consent of that employee, except when expressly required, in accordance with 49 CFR Part 655.73
- vii. To safeguard the validity of the test results and ensure the test results are attributed to the correct employee, [REDACTED] Drug and Alcohol Program Office will closely monitor the accuracy of each Federal Drug Testing Custody and Control Form for drug tests and all alcohol test forms, reporting any discrepancies immediately to the Medical Review Officer for correction

Urine Specimen Analysis

All specimens will be transported or shipped to a laboratory certified by the Department of Health and Human Services (DHHS). All specimens will be analyzed at the laboratory in accordance with 49 CFR Part 40, as amended. The procedures that will be used to test for the presence of prohibited drugs will protect the employee and the integrity of the drug testing process, safeguard the validity of the test results, and ensure that the test results are attributed to the correct employee. Laboratory confirmed drug test results will be released only to a certified Medical Review Officer (MRO) for review and verification.

Negative-Dilute Urine Specimen

If there is a negative dilute test result, the [REDACTED] will conduct one additional retest. The result of the second test will be the test of record. If there is a negative dilute test result and the test type was a Random, Post-Accident or Reasonable Suspicion test, the [REDACTED] will accept the test result and there will be no retest, unless the creatinine concentration of a negative dilute specimen was greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

Urine specimen collectors will use the split-specimen collection method and will afford the donor (employee) the greatest degree of privacy permitted per 49 CFR Part 40, as amended. In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. The [REDACTED] guarantees that the split specimen test will be conducted in a timely fashion. The [REDACTED] will seek reimbursement from the employee for testing, but will not delay test for payment purposes.

Direct Observation Test

When a directly-observed collection is required, the observer (collector) will be of the same gender as the donor (employee). Both the employee and same gender collector will enter the collection facility. The employee will be instructed by the collector to raise their clothing above the waist, lower clothing and underpants, and turn around to permit the observer to determine if there is any type of prosthetic or other device that could be used to interfere with the collection process. The collector will remain in the collection facility with the donor and monitor the provision of the specimen.

F. MEDICAL REVIEW OFFICER

The role of the Medical Review Officer (MRO) is to review and verify laboratory confirmed test results obtained through a DOT-covered employer's testing program. When a non-negative drug test result is received, the MRO will communicate with the donor (employee) to determine if a legitimate medical explanation exists. When a legally prescribed medication has produced a non-negative result, the MRO will verify the prescription and report the result as "negative" to the [REDACTED]. Medical conditions and other information obtained by the MRO during the interview with the donor will be maintained in a confidential manner. However, if the MRO believes that a medication prescribed to the donor may pose a significant safety risk, the MRO will require the donor to contact their prescribing physician and request that the physician contact the MRO within 5 business days. The MRO and prescribing physician will consult to determine if the employee's medication use presents a significant safety risk. If the employee's prescribing physician fails to respond, the safety concern will be reported to the [REDACTED]. Based on the MRO recommendation, the [REDACTED] may deem the employee medically disqualified from performing safety-sensitive functions. The MRO assigned to review and verify laboratory drug test results for the [REDACTED]

G. TEST REFUSALS

As a covered employee, you have refused to test if you:

- i. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by [REDACTED]
- ii. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- iii. Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- iv. In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- v. Fail to provide a sufficient quantity of urine or breathe without a valid medical explanation.
- vi. Fail or decline to take a second test as directed by the collector or [REDACTED] for drug testing.
- vii. Fail to undergo a medical evaluation as required by the MRO or the [REDACTED] Designated Employer Representative (DER).
- viii. Fail to cooperate with any part of the testing process.
- ix. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- x. Possess or wear a prosthetic or other device used to tamper with the collection process.
- xi. Admit to the adulteration or substitution of a specimen to the collector or MRO.
- xii. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- xiii. Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP. Violating employees will be required to successfully complete the USDOT's Return-to-Duty process prior to resuming safety-sensitive functions. Per the [REDACTED] authority, a disciplinary suspension may be imposed.

H. RETURN TO DUTY PROCESS

When the [REDACTED] is notified of an employee's refusal to test, MRO verified positive drug test or an employee's confirmed blood alcohol concentration (BAC) of 0.04 or greater, the employee will be immediately removed from safety-sensitive duties and will be provided a list of DOT qualified Substance Abuse Professionals. Violating employees will be required to successfully complete the USDOT's Return-to-Duty process prior to returning to safety-sensitive duty. Violating employees will be given a 30-day leave of absence, without pay, to complete a DOT qualified SAP-supervised course of treatment. The length of treatment may exceed 30 days, as determined by the SAP. Should the employee fail to initiate evaluation and commence treatment by a DOT qualified Substance Abuse Professional within ten (10) days of acceptance of the Second Chance Program Offer, immediate termination of the violating employee will result. All expenses associated with the Return to Duty process, to include all SAP fees and/or charges, will be the responsibility of the violating employee. The Return-to-Duty process must be conducted in accordance with USDOT rule, 49 CFR Part 40, Subpart O.

Upon successful completion of the USDOT Return-to-Duty process, employees must submit to a Return-to-Duty drug and/or alcohol test (test types will be determined by the DOT qualified SAP who evaluated the employee.) A negative test result must be received prior to the employee returning to duty and/or resuming safety-sensitive duties. Once the violating employee has resumed safety-sensitive duties, he/she will be subject to unannounced drug and/or alcohol testing referred to in the regulation as Follow-Up testing. (See

section D. Circumstances for Testing) The frequency of the Follow-Up tests and the duration of the Follow-Up testing will be determined by the DOT qualified Substance Abuse Professional who evaluated the employee. In accordance with USDOT rule, all Return-to-Duty and Follow-Up drug testing will be conducted using direct observation collection procedures as described in Section E, Testing Procedures.

Return to Duty Agreement

An employee re-entering the workforce after successfully completing a SAP-supervised rehabilitation program, whether voluntary or involuntary, must agree to a Return-to-Duty agreement. This agreement includes:

- i. An understanding that all Return-to-Duty and Follow-Up testing fees will be at the employee's expense.
- ii. An understanding that subsequent violation of the JTA Drug and Alcohol policy or Second Chance Program re-entry contract is grounds for immediate termination.
- iii. Expected work behaviors, if requested by the employee's supervisor/manager, will be imposed.

I. VOLUNTARY SELF-REFERRAL

Any employee who has a drug and/or alcohol abuse problem and has not been selected for Reasonable Suspicion, Random or Post-Accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the HROD Employee Assistance Program (EAP) Coordinator, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program before returning to full duty.

J. PRESCRIPTION DRUG USE

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the Drug and Alcohol Supervisor. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

K. CONTACT PERSON

For questions about [REDACTED] anti-drug and alcohol misuse program, contact the Drug and Alcohol Program Supervisor at [REDACTED]

Attachment 1: Covered Positions

Safety-Sensitive Positions, Employees and Applicants covered by this policy include:

Bus Operations Trainers

Bus Operators

Dispatchers

Skyway Central Control Operator

Lead Skyway Central Control Operator

Maintenance Mechanic Technicians

Utilities who perform safety-sensitive duties

Applicable Legislations & Regulations: DOT Rule 49 CFR Part 40 & Part 655

Effective Date: 6/1/2018

Attachments / Links

[REDACTED]
 2018 Board Adopted policy.pdf (423)