

**LABOR AGREEMENT**

**BETWEEN**

**PINELLAS SUNCOAST TRANSIT AUTHORITY**

**AND**

**TAMPA BAY AREA TRANSIT**

**WORKERS UNION, INC.**

**OCTOBER 1, 2012 THROUGH**

**SEPTEMBER 30, 2015**

## **TABLE OF CONTENTS**

<u>ARTICLE 1 - PREAMBLE</u> .....	1
<u>ARTICLE 2 - RECOGNITION</u> .....	1
<u>ARTICLE 3 - MANAGEMENT RIGHTS</u> .....	1
<u>ARTICLE 4 - RIGHTS OF EMPLOYEES</u> .....	2
<u>ARTICLE 5 - UNION REPRESENTATION</u> .....	2
<u>ARTICLE 6 - CHECKOFF</u> .....	3
<u>ARTICLE 7 - PROHIBITION OF STRIKE</u> .....	4
<u>ARTICLE 8 - NON-DISCRIMINATION</u> .....	4
<u>ARTICLE 9 - BULLETIN BOARDS</u> .....	5
<u>ARTICLE 10 - BASIC WORK WEEK - OVERTIME</u> .....	5
<u>ARTICLE 11 - SENIORITY, LAY OFF AND RECALL</u> .....	10
<u>ARTICLE 12 - JURY DUTY/COURT ATTENDANCE</u> .....	14
<u>ARTICLE 13 - FUNERAL LEAVE</u> .....	15
<u>ARTICLE 14 - MILITARY LEAVE</u> .....	16
<u>ARTICLE 15 - LEAVE WITHOUT PAY</u> .....	20
<u>ARTICLE 16 - VACATION LEAVE</u> .....	20
<u>ARTICLE 17 - SICK LEAVE</u> .....	24
<u>ARTICLE 18 - HOLIDAYS</u> .....	28
<u>ARTICLE 19 - PAY PROVISIONS</u> .....	29
<u>ARTICLE 20 - SAFETY AND HEALTH</u> .....	32
<u>ARTICLE 21 - DISCIPLINARY ACTION</u> .....	34
<u>ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURE</u> .....	35
<u>ARTICLE 23 - MATTERS APPROPRIATE FOR CONSULTATION</u> .....	38
<u>ARTICLE 24 - GENERAL PROVISIONS</u> .....	39
<u>ARTICLE 25 - DRUG/ALCOHOL TESTING</u> .....	44
<u>ARTICLE 26 - TRANSIT OPERATIONS</u> .....	46
<u>ARTICLE 27 - GROUP INSURANCE</u> .....	64
<u>ARTICLE 28 - RETIREMENT SYSTEM</u> .....	66
<u>ARTICLE 29 - SAVINGS CLAUSE</u> .....	66
<u>ARTICLE 30 - ENTIRE AGREEMENT</u> .....	66
<u>ARTICLE 31 - DURATION</u> .....	66
<u>APPENDIX "A"</u> .....	68
<u>APPENDIX "B"</u> .....	70
<u>APPENDIX "C"</u> .....	72

## ***ARTICLE 1 - PREAMBLE***

In accordance with the State of Florida Public Employees Collective Bargaining Statute, this agreement is entered into, by and between the PINELLAS SUNCOAST TRANSIT AUTHORITY hereinafter referred to as the "Authority" and/or "Employer", and Tampa Bay Area Transit Workers Union, Inc., its successors and assigns, hereinafter referred to as the "Union". This labor agreement is applicable for employees as defined in Certificate Number 1562 issued to Tampa Bay Area Transit Workers Union, Inc. in accordance with the certification granted by the Public Employees Relations Commission on September 30, 2005.

## ***ARTICLE 2 - RECOGNITION***

**Section 1.** The Authority hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all full and part time employees in the bargaining unit as enumerated in Certificate Number 1562 and Appendix A of this agreement.

**Section 2.** The bargaining unit for which this recognition is accorded is known as the Transit Authority Bargaining Unit which was certified by the Public Employees Relations Commission on September 30, 2005 and comprises all full and part-time employees employed in the classifications enumerated in Appendix "A" of this Agreement. All other employees, in other ranks, positions, and classifications are excluded from the Authority Bargaining Unit.

**Section 3.** The Union hereby recognizes the Executive Director as the public employer's representative for the purpose of collective bargaining.

**Section 4.** The provisions of this Agreement may be suspended during the time of declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

**Section 5.** Should an emergency arise, the Executive Director shall advise the President of the Union of the nature of the emergency.

## ***ARTICLE 3 - MANAGEMENT RIGHTS***

It is the right of the Authority to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organizations and operations. It is also the right of the Authority to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement in force.

## **ARTICLE 4 - RIGHTS OF EMPLOYEES**

**Section 1.** Employees shall not be prohibited from engaging in outside employment so long as such outside employment does not, in any way, interfere with their Authority employment. In this connection, employees shall only be required to provide information related to such outside employment as related to the hours that the employees are unavailable for overtime work.

**Section 2.** Employees who are members of the Union will be permitted to wear the emblem of the Union. If a shoulder patch is worn, it will be sewn one inch from the shoulder seam and centered on the left sleeve. The patch will measure approximately three and one-half inches (3½") by three inches (3"). Patches for employee organizations other than the certified bargaining agent are prohibited. An optional American flag may be worn above or in place of the Union patch, at the employees' expense.

**Section 3.** A PSTA bus pass/photo identification shall be furnished to each employee upon employment and the employee shall be required to display the pass any time he boards a PSTA bus in revenue service if he is out of uniform. An employee's spouse, children and domestic partner who reside with the employee shall be issued a PSTA bus pass/photo identification upon proof of residency with the employee. Any such pass issued shall terminate if the employee's spouse, children or domestic partner no longer reside with the employee. Upon employment termination, the employee's pass and any passes issued to the employee's spouse, children or domestic partner must be returned prior to issuance of any final payment.

**Section 4.** All employees who retire through normal retirement or disability under the Florida Retirement System will be issued one lifetime bus pass. Lifetime bus passes will be replaced by PSTA if lost or destroyed.

## **ARTICLE 5 - UNION REPRESENTATION**

**Section 1.** The Authority agrees to recognize the officers and stewards of the Union designated by the Union. The Union shall furnish written notice to the Executive Director of designated officers and stewards prior to the effective date of their appointments.

**Section 2.** Union officers and stewards are entitled to act on behalf of and represent bargaining unit employees in those activities authorized in this Agreement.

**Section 3.** Authorized Leave Without Pay

Officers and stewards who are employees of the Authority shall be allowed to take time off without pay for the purposes of conducting Union business related to the Authority. Such request shall be submitted in writing to the employee's immediate supervisor for approval by 1:00 PM of the previous day that the employee is taking off. The Authority agrees to honor all such requests. No more than two (2) bus operators, one (1) customer service representative, and one (1) Maintenance employee may be off at any one time. Union bargaining team members are exempt from this numbers limitation during negotiations.

Leave under this section shall be granted for the following purposes:

- a. Arbitration Hearings
- b. Bargaining Unit contract negotiations
- c. Other union business
- d. Necessary for the investigation, presentation of grievances, limited to one Union official.

Employees who take time off for Union business shall be paid their approximate wages and fringe benefits by the Union.

#### **Section 4. Authorized Leave With Pay**

Union Officers and Stewards who are employees of the Authority shall be allowed to take time off with pay for the following:

- a. Step 1 and 2 Grievance Hearings
- b. Consultations provided in Article 23

No more than two Union officers and stewards shall be entitled to take leave with pay under this Section for any grievance hearing or consultation.

**Section 5.** Authorized and recognized Union representatives will be allowed to enter work areas during regular working hours to carry out the functions which are related to this Labor Agreement. A Union official will be permitted up to fifteen (15) minutes of each new hire training class to introduce employees to the union. Visits may be temporarily deferred so as not to interfere with work operations or maintenance of service to the community. Authority work hours shall not be used by employees or Union representatives for the conduct of Union organized meetings for the promotion of Union affairs.

### ***ARTICLE 6 - CHECKOFF***

**Section 1.** Employees may request on a prescribed form the authorization for payroll deductions for the purpose of paying Union dues and uniform assessments.

Authorizations currently on file shall remain in full force and effect for the term of this Agreement unless revoked at any time by the employee's will upon thirty (30) days' written notice to the Authority. However, the Union President shall have the authority to revoke membership dues at any time, upon providing thirty (30) days' written notice to the Authority.

**Section 2.** The Union will notify the Authority of any change prior to the start of the pay period in which the change is to be effective of the amount of dues or standard assessments to be deducted from each member's salary. This notice must state the bi-weekly amount in dollars and cents. Such notification will be certified to the Authority in writing over the signature of an authorized officer of the Union.

**Section 3.** Dues shall be deducted each applicable pay period and the funds deducted shall be remitted to the Secretary-Treasurer of the Union within thirty (30) days.

**Section 4.** The Union will indemnify, defend, and hold the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by

payroll deduction of Union dues.

**Section 5.** In any applicable pay period in which there is not sufficient pay to cover all other duly authorized deductions, Union dues or standard assessments will not be deducted from an employee's pay. However, the appropriate deductions for two or more applicable pay periods shall be made at the earliest time per Authority payroll procedures.

**Section 6.** The Authority shall not be required to honor any new authorizations for deductions that are not delivered to the payroll office prior to the start of the new pay period and shall use the most recent list submitted by the Union.

**Section 7.** For the purpose of implementing the provisions of this Article, the Authority will recognize forms for such individual authorizations, reading as follows:

**TAMPA BAY AREA TRANSIT WORKERS UNION, INC.**

**NOTICE TO EMPLOYER AND UNION**

**AUTHORIZATION FOR DEDUCTION OF UNION DUES**

I hereby authorize my Employer to deduct from my wages each applicable pay period my Union Dues and/or Uniform Assessments as certified to the Employer by the Union, and to transmit this amount to the Treasurer of the Union.

I understand that this authorization is voluntary and I may revoke it at any time by giving my Employer and the Union thirty (30) days advance notice in writing.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Department/Payroll No.

***ARTICLE 7 - PROHIBITION OF STRIKE***

There will be no strikes, work stoppages or slowdowns or concerted failure or refusal to perform assigned work by employees or the Union. Any violation of this Article shall be subject to the penalties provided by Chapter 447 of the Florida Statutes.

***ARTICLE 8 - NON-DISCRIMINATION***

The Authority and Union agree there will be no discrimination in hiring, promotion, or other aspects of employment because of race, creed, color, national origin, age, sex or other reasons as set forth in Title VI of the Civil Rights Act of 1964, as amended, against

any employee of the Authority.

## ***ARTICLE 9 - BULLETIN BOARDS***

**Section 1.** The Authority will provide either bulletin boards or bulletin board space at each of its operating locations for the exclusive use by the Union. Operation locations shall include:

Scherer Drive Transportation Department  
Scherer Drive Maintenance Department  
Scherer Drive CSR Room  
Park Street Terminal  
Williams Park Customer Service Center  
Grand Central Station

**Section 2.** Bulletin boards or bulletin board space shall be large enough to accommodate up to four (4) notices of 8½" x 14" at each authorized location.

**Section 3.** Union bulletin boards may be used for posting Union material including but not limited to:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections and results of such elections.
- C. Notices of Union appointments and other official Union business.
- D. Notices of Union meetings.
- E. Any other information may be posted on such designated areas, except notices which are inflammatory in nature.

**Section 4.** All notices shall be on official Union letterhead stationary and signed by a duly recognized Union official.

**Section 5.** Any other material, other than that listed in Section 3 of this Article, not on file with the appropriate Department Director's office may be removed by any member of supervision.

**Section 6.** The Union is responsible for posting and removing approved material on its bulletin boards and for maintaining such bulletin boards in an orderly condition.

## ***ARTICLE 10 - BASIC WORK WEEK - OVERTIME***

**Section 1.** Management shall establish work schedules which shall be best suited to meet the needs of each department, and work schedules shall be posted for bid by the employees in the Bargaining Unit in accordance with their seniority as provided for in the

Agreement.

**Section 2.** The basic work week shall begin at 12:00 AM Sunday, and shall end at 11:59 PM Saturday, and shall contain a minimum of two (2) days off. Posted work schedules shall pay a forty (40) hour weekly guarantee except, for employees who fail to complete all posted work assignments in their bid work who shall receive pay for only those hours worked in the work week.

Limited built-in overtime may be incorporated in a bus operator's schedule, but the Authority shall make every effort to keep built-in overtime to a minimum.

**Section 3.** Extra Board operators shall have no designated daily pay hours and shall work all of their Board assignments in order to qualify for the weekly forty (40) hour guarantee except, as provided in Article 26, Section 1 (C), (5), (f), and Section 1., E.

The above referenced guarantees are weekly guarantees, and are not in any way to be regarded as daily guarantees.

#### **Section 4. Minimum Work Assignments**

All work assignments posted for bid shall pay a minimum of two (2) hours. Any makeup time to bring the assignment up to the two (2) hour minimum shall be regarded as time worked for the purposes of computing overtime.

#### **Section 5. Continuous Pay Time**

Where there are two (2) hours or less between two (2) assignments, that time will be paid as continuous pay time.

#### **Section 6. Payment of Overtime**

Except as provided for in Section 8 of this Article, all authorized and approved work performed over forty (40) hours per week shall be considered as overtime subject to the overtime rate of one and one-half (1-1/2) times the employee's straight time hourly rate of pay provided the employee meets all daily assignments in his/her posted work week. Failure to meet all assignments shall result in the employee having to work a total of forty (40) hours before the overtime rate is applicable.

Employees who are late returning to the garage shall submit a late slip in the box located in the employee walkway in the maintenance garage.

Employees in the Bargaining Unit shall not be required to take time off or change their day(s) off in their regular bid assignment in order that the payment of overtime may be avoided.

Employees shall normally not be required to work overtime except for mandatory training seminars and for emergency situations which require employees to be called in for work or to remain on duty after their normal work assignments are completed. Emergency situations shall be defined as follows:



- A. Act of Nature - Hurricane, tornado, flooding, earthquake, volcanic eruption, sink holes, mud slides, forest fires, or other event that endangers the lives of residents of Pinellas County and evacuation is required.
- B. Disaster - Plane crash, bridge collapse, ship sinking, train derailment, terrorist act, gas explosion, or other type event that requires mass evacuation of victims or transportation of rescue workers.
- C. Any short or long term service reduction resulting from employee absenteeism.
- D. Maintenance Employee No Shows where no one is available to make a relief or cover a shift.
- E. Where employees are required to work overtime in order to meet the above, such employees shall be relieved from duty as quickly as possible, if the employees so desire.

#### **Section 7. Miscellaneous Provisions - Overtime**

- A. Holiday Pay hours for those employees who bid to be off as provided for in Article 18, Section 1 of this Agreement shall be considered as time worked for the purposes of computing overtime.

Holiday Pay hours paid on top of those hours paid for time worked on a holiday shall not be considered as time worked for the purposes of computing overtime.

Vacation Pay, Sick Leave Pay, Funeral Leave Pay, Jury Duty Pay, Military Pay or other absences from duty with pay shall not be considered as time worked for the purposes of computing overtime.

- B. Bus Operators who desire not to work overtime on their regular off day or in addition to their regular bid work assigned shall complete and submit a written request in a form provided by the Authority to the Lead Supervisor or Transportation Manager. The written request not to work overtime shall remain in force until rescinded by a written notification from the employee, which may be submitted only during the bidding process of the next general line up. All changes to overtime requests will take effect on the effective date of the next general line up. An employee submitting a written request under this subsection will still be eligible to sign the overtime book. Signing the overtime book places the employee in the extra board rotation for that day only.
- C. In the event overtime becomes necessary because of a temporary shortage of available manpower to cover all work schedules, the Department Director shall request a meeting with the Union President for the purposes of temporarily requiring overtime of employees whether they want to work overtime or not.

## **Section 8. Off Day Work**

Employees who volunteer or agree to work on their regular day(s) off shall be paid at the rate of time and one-half for all work performed except, that in the event any employee fails to complete any assignment during the work week for any reason, the employee shall be required to make up those hours not worked and payment of the overtime rate shall start after the employee actually works forty (40) hours in the work week.

Bus operators who are called out to work on their regular off day shall be paid a minimum of three (3) hours for each call out. A call out may consist of one or more work assignments. A call out occurs when an off day operator is scheduled on the Extra Board at the time it is posted, or when an off day operator is brought in to cover open work which was not known prior to the posting of the Extra Board the previous day. In either event, off day operators shall be paid as follows:

- A. Where the assignment or assignments is a regular bid run, such run shall be considered as a call out and the operator shall be paid whatever pay time is in the run, regardless of how many hours are in each assignment with a minimum of three (3) hours for the day.
- B. Where work assignments are made up of open pieces of work, such work shall be grouped, where possible, to make up three (3) hours or more for a call out. In the event there are less than three (3) hours between the end of one assignment and the start of another, such work shall be considered as one call out paying a minimum of three (3) hours for all work performed. However, if there are three (3) hours or more between the end of one assignment and the start of another, each assignment shall be considered a separate call out and each call out shall pay a minimum of three (3) hours.

In the event an employee is informed by the Dispatcher that he is released from duty after fulfilling all work assignments posted to the Board, and the employee is called back to duty, the employee shall receive a minimum of three (3) hours in the add-on assignment. This does not apply, however, if the add-on assignment is given to the employee prior to his release from duty. Such assignments which are added-on shall pay only the run time associated with the work assignment, plus any makeup penalty to bring the assignment within the two (2) hour minimum.

Maintenance employees who perform work on their off day shall receive a minimum of four (4) hours.

For purposes of this provision, it will be assumed that if an employee is not notified of an add-on assignment within ten minutes (:10) of completing his last assignment he will be considered to be released.

## **Section 9. Assignment of Overtime Work - Bus Operators**

All operators who desire to work overtime shall have until 1:00 PM the day prior to the off day in which the employee desires to work to sign-up with the Dispatch Center. All operators who work on their regular day(s) off shall be assigned work as if they are

serving at the bottom of the Extra Board. Off day operators working the Extra Board shall not be guaranteed STANDBY assignments.

Overtime work shall be posted to the Extra Board each day for the operators to view. Operators signing to work overtime shall be responsible for either checking the Board prior to their departure at the end of the day, or telephoning the Dispatcher on duty to receive their assignment(s) and report time(s).

Open runs assigned to off day operators shall be assigned in their entirety except when an off day operator is called in to fill a run where the regular operator has missed-out or called in sick. In this event, the operator shall be paid that portion of the run that he actually works. No regular bid run shall be broken up and divided among Extra Board and off day operators in order to reduce overtime or make up time paid to Extra Board operators.

Overtime assignments for regular off day operators shall be posted in accordance with Article 26, Section 1 (C) -- Extra Board. Regular operators who make themselves available for overtime work by signing the off day overtime book, either before or after their regular bid work assignment(s) shall be assigned overtime work in accordance with their seniority, where applicable, after regular off day operators who have signed to work have been given a full compliment of assignments provided such assignment(s) do not conflict with the operators' regular bid work assignment(s).

Once an operator completes his first assignment, he may reject any further assignments not posted to the Extra Board the day before, allowing the next operator the opportunity to accept or reject overtime work.

#### **Section 10. Call Back Penalty**

Maintenance and Transportation employees who are working on a regular scheduled work day who are called back in to work after completion of their regular run due to "unforeseen" situations shall be entitled to receive a "Call Back Penalty" which shall be one (1) hour in addition to the pay time associated with the work they are called back in to perform. Call Back Penalty shall only be applicable if the employee is not notified prior to completion of his work assignment(s) that he needs to return to duty to cover open work.

Call Back Penalty is non-applicable to Extra Board operators or operators who have signed to work on their regular day off, unless informed by the Dispatcher that they are released from duty and later called back in to cover "unforeseen" situations.

Call Back Penalty time shall not be regarded as time worked for the purposes of computing overtime, and shall be paid at the employee's straight time rate of pay.

## **ARTICLE 11 - SENIORITY, LAY OFF AND RECALL**

### **Section 1. Basis of Seniority**

#### **A. Probationary Periods**

1. All new employees shall serve a 180 day probationary period following the completion of training.

All new employees on probationary status shall be eligible for membership in the Union and shall be entitled to the provisions outlined in this Agreement, except that these employees shall be terminable at will.

All new employees on probationary status shall not be eligible to receive the following benefits:

Vacation Time and Pay	Funeral Leave Pay	Jury Duty Pay
Sick Leave Pay	Personal Leave Time and Pay	

The Authority may at its sole discretion terminate any employee during his probationary period.

Employees serving a probationary period are eligible to file appeals or grievances in all matters except discharge.

2. Any full-time employee who accepts transfer to a position outside the bargaining unit shall serve a one hundred eighty (180) calendar day probationary period in the new classification without loss of seniority or benefits. At any time during his probationary period, if management or the employee determines that the employee is unable to perform the job, the employee shall be returned to his former classification.
3. Any full-time employee who accepts a demotion to a new classification shall serve a one hundred eighty (180) calendar day probationary period. This shall not apply to those employees demoted back to their original classification.

#### **B. Authority Seniority**

1. Authority Seniority is understood to mean an employee's most recent date of full-time employment.

Seniority will continue to accrue during all types of leave except for Leave of Absence Without Pay for thirty (30) consecutive calendar days or more in which case an employee's seniority date shall be adjusted for an equivalent number of days that the employee is on such leave in excess of thirty (30) days.

Leaves of Absence Without Pay for periods of less than thirty (30) consecutive calendar days shall not cause an employee's Authority Seniority date to be adjusted.

2. Authority Seniority shall be used for purposes of computing vacations, service awards, and other matters based on length of service. Authority Seniority shall not be considered in matters pertaining to layoff and recall except as provided in Section 2. B. of this Article.

C. Classification Seniority

1. Classification Seniority shall be understood to mean the length of continuous time the employee has served in his classification.

After successful completion of the probationary period, length of time in classification reverts to date of entry, transfer, or promotion to present Classification. Seniority will continue to accrue during all types of leave except for Leave of Absence Without Pay for thirty (30) consecutive calendar days or more which shall cause this date to be adjusted for an equivalent amount of time, except for those employees who are on Leave of Absence for Illness and Leave of Absence for Union officials as defined under Article 15 of this Agreement.

Leaves of Absence Without Pay for periods of less than thirty (30) consecutive calendar days shall not cause the classification Seniority date to be adjusted.

Classification Seniority shall be used for bidding runs or work shifts, holidays, vacations, and assignment of overtime work.

2. Classification Seniority shall be used for purposes of Lay off and Recall for all employees.

D. Loss of Seniority

Employees shall lose their seniority as a result of the following:

1. Resignation.
2. Retirement.
3. Termination for just cause.
4. Absent without authorized leave for three (3) consecutive work days.
5. Failure to respond to notice of recall from lay off within seven (7) calendar days of receipt verification of certified mail.
6. Failure to return from Military Leave within the time limits prescribed by law.

7. Remaining in a transferred or supervisory position outside the Bargaining Unit after the one hundred eighty (180) calendar day period.

E. Seniority List

1. Bargaining Unit Seniority List shall be made available to the Union upon written request. Such listing shall include each employee's:

Payroll Number  
Classification Number  
Name  
Date of Hire  
Adjusted Classification/Seniority Date (if not same as Date of Hire)

Rate of pay shall be included upon specific request from the Union.

2. In addition to Classification Seniority listing of Bargaining Unit employees, the Authority shall also provide an Authority Seniority List of all employees upon written request from the Union.
3. The Authority will not make unilateral changes to the Seniority rosters without first consulting with the Union regardless of the proposed change. This provision does not apply to situations when an employee retires, dies, resigns, is discharged or is promoted to a position outside of the bargaining unit.

F. Merging of Seniority Lists

In the event that a facility is closed, employees transferring to the remaining facility will not lose any Authority and/or classification seniority as a result of the transfer.

**Section 2. Lay Off Procedure**

A. Notification to Union

Management will notify the Union in advance of any pending layoff action affecting employees covered by this agreement in accordance with Article 23 - Matters Appropriate for Consultation.

B. Order of Lay off

Employees will be laid off in the inverse order of their length of time in their job classification. In the event two or more employees affected have the exact same amount of service in the classification, the employee with the highest Authority seniority will be deemed to be the senior employee.

Temporary and Part-Time employees will be laid off first in any affected classification and shall not have recall rights.

Employees with more than six (6) months of full-time employment service who have been promoted and are still in their promotional probationary period shall be returned to the classification from which promoted and placed on that seniority list in line with their classification seniority if the employee so desires in order to avoid layoff in the promotional classification.

**C. Return to Bargaining Unit From Non-Bargaining Unit Positions**

1. Employees who are transferred or promoted to positions outside the Bargaining Unit who return to the Bargaining Unit within the prescribed probationary period shall retain all former classification seniority and shall continue to accrue seniority during the time spent in the probationary status.
2. Employees returning to the Bargaining Unit as a result of demotion, layoff, bumpdown, or transfer shall retain all classification seniority earned as a member of the Unit for purposes of layoff only.
3. Employees returning to the Bargaining Unit shall slot-in to their appropriate position on the seniority list in accordance with their classification seniority and shall be considered for layoff under the terms of this Article.

**D. Employee Options Under Lay off**

Employees affected by any layoff action may exercise the following options:

1. Accept the layoff which shall result in the employee being removed from the active payroll.
2. Accept a position in a lower classification within the Bargaining Unit, seniority permitting.

Example: Master Mechanic may bump into a Journeyman Mechanic or lower classification if the Master Mechanic has greater Authority Seniority than the Journeyman Mechanic has.

3. Employees who accept or are placed in a lower classification as a result of lay off, shall receive an hourly rate of pay not to exceed the pay level the employee was receiving in his former classification based on length of service in the classification. Any movements in connection with the lay off procedures shall not result in any increase in the basic hourly rate of pay for any employee.

**Section 3. Recall From Lay Off**

- A. Employees in lay off status who are either working in a lower Classification or are off the active payroll shall retain recall rights to the Classification from which they were originally laid off. Laid off employees recalled shall have their full seniority rights restored.

- B. Laid off employees who have recall rights shall be recalled for openings in the Classification from which originally laid off over new applicants on any other eligibility list.
- C. When employees are recalled from lay off, those employees with the greatest Classification seniority shall be recalled first.
- D. Recall of laid off employees will be made by certified mail to the last known address as provided by the employees to the Authority.
- E. Within seven (7) calendar days from the certified receipt date, laid off employees must signify their intention of returning to work to their Director of Transportation, Director of Maintenance or Director of Marketing or forfeit their seniority and recall rights.  
Employees who fail to notify the Authority of a change in mailing address shall forfeit their seniority and recall rights after fourteen (14) days from the date the recall notice is mailed out to the last known address.
- F. In the event a laid off employee is unable to return to work due to sickness or injury, such employee shall retain recall rights for thirty (30) continuous calendar days.  
  
Failure to return within the established thirty (30) day period shall result in the employee being recalled at the next available opening provided the employee is recalled within nine (9) months from the original date of lay off.
- G. Upon recall to fill vacancies in their laid off Classification, employees shall receive the same hourly rate of pay they held at the time of layoff and, in addition, shall receive any negotiated increase that may be applicable. Furthermore, all sick leave and vacation hours which the employee may have accrued but not used at the time of lay off shall be restored.

## ***ARTICLE 12 - JURY DUTY/COURT ATTENDANCE***

**Section 1.** In the event an employee is subpoenaed or summoned for jury duty or as a witness on behalf of a public jurisdiction, whether in Court or through a sworn deposition, he shall receive straight time pay for the hours required to be absent from his currently scheduled work hours. Employees who perform jury duty or serve as a witness for only a portion of their regular scheduled workday (less than four hours) are expected to report to work when excused or released by the Court. If an employee is subpoenaed or summoned for court as a witness or for a sworn deposition in a court proceeding that does not involve the Authority or a public jurisdiction, the employee will be granted leave without pay so long as:

1. The employee notifies the Authority in accordance with the procedures set forth in Article 17, Section 4, and provides the Authority with a copy of the subpoena or summons at the time of notification;
2. The court proceeding is not a criminal matter in which the employee has been charged with a crime;



3. For a sworn deposition, the employee will be granted leave without pay for up to four (4) hours; for a trial the employee shall be granted leave without pay for a full day; and
4. If the employee complies with these requirements, the employee shall not be charged an occurrence.

**Section 2.** Employees subpoenaed for jury duty or as a witness shall promptly notify their supervisors so that arrangements may be made for their absence from work.

**Section 3.** In the event a holiday occurs during the period of the employee's jury duty, he shall receive only holiday pay.

**Section 4.** The employee shall provide the Department Manager or Superintendent with proof of jury duty service before compensation is approved.

**Section 5.** Employees shall retain all fees paid by the Court for jury duty, court attendance, or making a sworn deposition.

**Section 6.** The provision of this Article will not apply when the unit employee is the defendant or plaintiff in either a civil or criminal case. However, employees may take leave without pay or annual leave time off for this purpose provided they have sufficient annual leave hours accrued.

**Section 7.** Part-time employees shall not be eligible for jury duty/court appearance pay.

### ***ARTICLE 13 - FUNERAL LEAVE***

**Section 1.** Employees will be granted time off with pay at their straight time hourly rate, not to exceed three (3) of their consecutive scheduled working days, if needed in the opinion of the employee, to attend the funeral in the event of a death in the employee's immediate family. If an employee has to travel out of state to attend the funeral, the employee will be granted an additional two (2) days off with pay at their straight time hourly rate. PSTA may request reasonable proof that the employee travelled out of state to attend the funeral.

Employees may request an additional two (2) days of Funeral Leave (extended funeral leave) which shall be without pay unless the employee chooses to charge the added time off against the accrued time available in his unused accrued vacation time. Extended time off, either with or without pay, must be approved by the employee's Department Director prior to being taken. In this connection, the employee may make said request by telephone rather than in writing.

**Section 2.** The employee's immediate family shall be defined as the employee's spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, grandparents, step-parents, step-children, step-brother, step-sister, grandchildren, aunt, uncle, or spouse's grandparents.

**Section 3.** The employee shall provide the appropriate Department Director with proof of death in his immediate family as defined in Section 2 of this Article before compensation is approved.

**Section 4.** Part-time employees shall not be eligible for paid funeral leave.

## ***ARTICLE 14 - MILITARY LEAVE***

### **Section 1. Description**

Employees may take military leave for service in the uniformed services including the performance of duty:

- A. On a voluntary or involuntary basis.
- B. For active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and time required of an employee for the purposes of an examination to determine fitness of an employee to perform any such military duty.

### **Section 2. Notice**

#### **A. Advance Notice**

The employee, or an appropriate officer of the uniformed service in which employee's service is performed, shall provide advance written or verbal notice of the employee's obligation or intention to perform military service to the employee's Director. This advance notice requirement does not apply when military service is made necessary by the Secretary of Defense, such that advance notice is impossible or unreasonable.

#### **B. Intent to Return**

The employee shall include in his/her advance written or oral notice of his/her intent either to return or not return to his/her position of employment upon completion of military service.

### **Section 3. Employment Status**

#### **A. Military Leave of Up to Seventeen (17) Working Days Per Year**

PSTA employees are entitled to leaves of absence for military duty from their employment duties for up to seventeen (17) working days in any one (1) annual period without loss of vacation leave, pay, time, or efficiency rating.

#### **B. Military Leave for More Than Seventeen (17) Working Days Per Year**

Leaves of absence for military duty functions for additional or longer periods of time shall be without pay. Such employees will be deemed to be on furlough or leave of absence while performing such service and shall be entitled to the rights and benefits which are not determined by seniority, status, and pay, as provided

for employees who are on furlough or leave of absence under the applicable PSTA policy and/or labor agreement. Employees absent from employment to perform military service as entitled to the re-employment rights and benefits as set forth below, unless the cumulative length of all absences for military service, not including military service performed pursuant to orders to active duty promulgated by Congress or the President, exceed five (5) years. The entitlement of such employee to (1) coverage under a health plan is provided under 38 U.S.C. #4317, and (2) employee benefit plans is provided under 38 U.S.C. #4318. Notwithstanding those provisions, such employees may be required to pay the employee cost or contribution to these benefits in accordance with PSTA policy for leaves of absence. An employee on leave of absence under this subsection, while serving in the uniformed services, is not entitled to any benefits to which that employee would not otherwise be entitled if the employee had remained continuously employed.

#### **Section 4. Re-Employment Rights**

##### **A. Requirements for Re-employment Rights**

Employees who leave full or part-time permanent jobs to perform service in the uniformed services, whether active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, or time required for physical fitness examinations, are guaranteed equivalent positions when they return, provided that:

##### **1. Advance Notice**

The Employee (or appropriate officer of the uniformed service) provided the employer with advance written or verbal notice of such military service and the employee's intent to return to employee's position.

##### **2. Length of Absence for Military Service**

The cumulative length of all the employee's absences for military service, not including orders to active duty promulgated by Congress of the President, as set forth in 38 U.S.C. #4312, from a position of employment with PSTA does not exceed five (5) years.

##### **3. Qualifications**

The employee is qualified upon completing the military service to perform the duties of the position (employees who sustain disabilities during their military service which makes them unable to perform the duties of their old positions or an equivalent position will be offered any other position for which they are qualified).

##### **4. Notice of Return**

Such employee shall, upon completion of military service, notify the Executive Director of his/her intent to return to a position of employment with PSTA as follows:

a. Absence for Military Service of Less Than Thirty-One (31) Days

By reporting to PSTA on the first full calendar day of a regular work period after the employee's immediate return home [either eight (8) hours after completion of the service period or as soon as possible after the eight (8) hour period if reporting within the stated period is impossible or unreasonable through no fault of the employee] following completion of service.

b. Absence for Leave from Employment for Purposes of Fitness Examination for Military Service

Same process as Subsection a. above.

c. Absence for Military Service of More Than Thirty (30) Days But Less Than One Hundred Eighty One (181) Days

The employee shall submit an application for re-employment with PSTA within fourteen (14) days after completing the period of military service, or if such submission is impossible or unreasonable through no fault of the employee, the next full calendar day when submission of such application becomes possible.

d. Absence for Military Service for More Than One Hundred Eighty (180) Days

The employee shall submit an application for re-employment with PSTA not later than ninety (90) days after the completion of the period of military service.

e. Documentation

An employee who submits an application for re-employment shall provide PSTA with documentation to establish that:

- 1.) The employee's application is timely;
- 2.) The employee's cumulative absences for military service have not exceeded the five (5) year limit;
- 3.) The employee's entitlement has not been terminated by dishonorable or bad conduct discharge; discharge from military service under other than honorable conditions; and
- 4.) The employee has not been dismissed or discharged from the rolls of any armed forces pursuant to 10 U.S.C. #1161.

B. Employment and Re-Employment Rights

An employee entitled to re-employment pursuant to the above outlined requirements shall be promptly re-employed in a position of employment in accordance with the following order of priority:

1. Employees Whose Period of Military Service Was Less Than Ninety-One (91) Days

In the position of employment the person would have been if his/her employment had not been interrupted by military service if the person is qualified to perform such duties, or in a position of employment for which he/she is qualified, or in the position of employment in which the person was employed on the date of commencement of the person's most recent period of military service.

2. Employees Whose Period of Military Service Was for More Than Ninety (90) Days

In the position of employment the person would have been if his/her employment had not been interrupted by military service, or a position of like seniority, status, or pay for which the person is qualified, or if not qualified to perform any such duties, the position of employment in which the person was employed on the date of commencement of the person's most recent period of military leave.

3. Employees Who Incurred or Aggravated a Disability During Such Military Service

When such disability renders the employee unqualified to perform the job in which he/she would have been employed if his/her continuous employment had not been interrupted by the military service, the person will be employed in any position for which such person is qualified that is equivalent in seniority, status, and pay, or the nearest approximation thereof as are consistent with the circumstances of such person's case.

4. Priority of Right

In the event that two (2) or more employees are entitled to re-employment in the same position, the person who left the position first shall have the prior right to re-employment in that position.

## ***ARTICLE 15 - LEAVE WITHOUT PAY***

The decision to grant Leave Without Pay (Leave of Absence) is a matter of administrative discretion. It will be incumbent on the Department Director to weigh each request and determine each case on its own merits. If an employee believes that the

Department Director unfairly denied his/her request for Leave Without Pay, the employee may request a consultation with the Executive Director. The decision of the Executive Director will be final and not subject to the grievance/arbitration procedure provided in Article 22.

## **ARTICLE 16 - VACATION LEAVE**

### **Section 1. Vacation Entitlement**

During the term of this Agreement, all full-time employees in the Bargaining Unit shall be allowed to take Vacation Leave under the following formula:

<b>FOR SERVICE OF AT LEAST</b>	<b>BUT LESS THAN</b>	<b>ANNUAL VACATION ENTITLEMENT</b>	<b>BI-WEEKLY ACCRUAL RATE</b>
1 Year	5 Years	80 Hours	3.080 Hours
5 Years	10 Years	120 Hours	4.616 Hours
10 Years	15 Years	160 Hours	6.160 Hours
15 Years or More		200 Hours	7.696 Hours

At the time the Vacation Bid is posted each year, vacation weeks will be computed to the employee's next anniversary date which falls in the calendar year in which the vacation leave is to be taken.

**Section 2.** Insofar as seniority will permit, an employee may take his vacation at any time during the calendar year provided that hours taken shall be limited to the number of hours in the employee's annual entitlement for the year in which the vacation is taken. Any employee who ceases to be an employee shall be required to refund the amount of vacation pay for those hours received in advance of accrual, such refund to be by deduction from final settlement.

Vacations will be bid by departmental seniority for both Operators and Maintenance employees. In the event two (2) Maintenance employees have the same seniority date but work in different classifications, the employee in the higher classification shall bid first. No more than four (4) employees in the classifications of Master Mechanic, Journeyman Mechanic, and Mechanic may be on vacation at the same time. No more than one (1) Service Attendant and no more than one (1) Inventory Control Clerk may be on vacation at one time. No more than one (1) employee in Facilities Maintenance may be on vacation at the same time.

#### **A. General Vacation Bid For Operators and Maintenance Personnel**

1. Schedules of the available vacation periods for the next calendar year which shall include weeks that begin in the calendar year shall be posted

for all employees no later than October 15. The posted schedules shall be made available for review for a minimum of fourteen (14) calendar days from the day the new vacation period begins.

2. Employees shall be notified by posted bulletin of the date and time they must have their bid submitted.

Employees will have no more than thirty (30) minutes to make their bid. Operators shall be responsible for either reporting in person to bid when it is their time to bid, or leaving a signed bid slip listing their vacation week choices. Operators will leave their bids with the Dispatch Office prior to departing the Garage on their run or after completion of their assignment(s) for the day. Maintenance employees will leave their bids with a Maintenance Supervisor.

Failure to report for the purpose of bidding or failure to leave a signed bid slip will result in an employee being passed so the next employee scheduled to bid may do so when it becomes his/her time to bid. Employees who are passed shall have until the next employee's posted time to bid before being passed.

**All employees will have the option to bank two (2) weeks of vacation time at the time of their bid. Once an employee bids any week(s) to be banked, the banking of those week(s) cannot be changed. This is not intended to and shall not change the general vacation bid rules. It shall only allow an employee to bank their allotted vacation hours at the time of their bid.**

**Employees must submit a bid indicating they are banking one or two weeks of vacation time.**

**Banked vacation time may be used in the year after they are banked, if carry over vacation is earned and is not otherwise used by the employee, as calculated by PSTA.**

—

3. Employees who are passed in the bid process shall have until the close of the General Vacation Bid to bid vacation time off from those open weeks remaining on the Bid sheet, except for such employees who have not been available because of extended illness, vacation/annual accrual leave, or leave of absence who shall have the right to exercise their seniority in bidding from what open vacation weeks are remaining upon their return to active duty status.
4. Bids will be taken over the telephone or radio.
5. Every reasonable effort will be made to comply with the employee's choices in order of priority when the employee leaves such preference with the appropriate bidding supervisor.
6. The Union shall be permitted to monitor all bids.

7. Once an employee submits his bid, his bid cannot be changed or withdrawn after the next employee has bid. Exceptions to this section are:
  - a. Annual vacation time that becomes available due to death or separation of a bus operator shall become available for bid utilizing the same procedures as outlined in Article 26 Section 1.B.3.
  - b. Annual vacation time that becomes available due to the death or separation of a maintenance department employee, an open position in the maintenance department or cancellation of vacation by a maintenance employee, shall become available for bid by maintenance department employees at the next general bid.
8. In order not to hold up the bidding process, each employee shall be assigned a date and time by which to bid. Employees who cannot be present when it is their turn to bid shall leave a sealed bid of their choice of weeks with the Dispatcher or Shop Supervisor.

Operators scheduled to bid the next day should check the list the night before to determine the remaining available weeks. Operators who fail to bid when assigned, shall bid available weeks once they appear.

Management shall not go to the next day's list of employees to bid until such time as all employees scheduled to bid or those employees who have been passed have failed to be present to bid by the time the bidding starts the next scheduled day.
9. No bidding shall be permitted on Sundays or holidays on which the Authority operates reduced service.
10. Vacations will be bid in weekly increments of forty (40) hours each based upon pay periods beginning on Sunday at 12:00 AM and ending on Saturday at 11:59 PM. However, a Maintenance employee's vacation will begin following his scheduled days off to allow those Maintenance employees with regular days off during the week to combine their vacation with their days off.

**Section 3.** Employees who are separated from employment with the Authority shall be paid at the time of separation for all accrued vacation hours not yet used in the calendar year.

In the event of death of an employee, all accrued but unused vacation hours shall be payable to the employee's spouse or designated beneficiary.

Generally, employees will not be permitted to receive pay in lieu of vacation.

Only ninety (90) hours may be accumulated. Those employees who already exceed the amount specified herein shall be permitted to carry over the excess time from year to



year, but shall not be allowed to add to the excess until it falls below the maximums set forth herein. And the excesses shall be controlled by the maximums set forth herein.

Employees who submit their application for retirement may use carry-over vacation hours to take them through their official retirement date. Use of unused Vacation Leave for retirement purposes shall be subject to the rules and regulations of the Florida Retirement Service in effect at the time of retirement.

**Section 4.** An employee may take his vacation in increments of one week at a time -- a week being Sunday through Saturday and equal to forty (40) hours -- as his seniority will permit.

**Section 5.** Request for vacation pay in advance of the vacation must be submitted at least three (3) weeks prior to the date vacation begins; for if such request is not made, vacation pay shall be paid on the regular payday. To be eligible for advance vacation pay, the employee must have an equal amount of unused accrued vacation time.

In the event that payroll errors result in an employee being paid a regular paycheck in addition to the advance vacation pay or an employee's regular deductions require adjustment as a result of receiving vacation pay in advance, the payroll office shall make any necessary adjustments in the employee's wages.

**Section 6.** Any employee who is out on Leave of Absence, Unpaid Sick Time, or Workers Compensation shall only be paid vacation pay if he/she has it on the books at the time the vacation is taken.

**Section 7.** Where an employee has missed more than three (3) months of work due to layoff for lack of work or occupational injury, he shall receive a pro rated vacation benefit of one-twelfth (1/12) of the vacation pay which he would be entitled in a full year for each month of service performed. Employees who are off from work for illness or non-occupational injury shall receive a pro rated vacation benefit of one-twelfth (1/12) of the vacation pay which they would be entitled in a full year for each month of service (one-half month or more counts as a full month).

**Section 8.** Employees who become sick while on vacation and are hospitalized or are under a physician's care may request that their time off be charged to Sick Leave rather than Vacation Leave. Contact shall be made to the employee's Department Director or his designee requesting that vacation hours be changed to Sick Leave hours, and a doctor's certificate shall be required upon the employee's return to work at which time the appropriate amount of vacation hours will be changed to Sick Leave and a like number of vacation hours will be restored to the employee's Vacation Hours Account. The number of hours changed will not exceed the total accrued, unused sick leave balance.

**Section 9.** Transportation and Maintenance employees may take vacation one day at a time under the following conditions: However, drivers who are on a split run may take vacation in half day increments. "Half day" shall mean the employee's first or second piece of work.

A. Only employees with enough accumulated "carry over" vacation time shall be allowed to take vacation under these provisions. Vacation time taken under this

provision will be deducted from only the "carry over" time.

- B. One day shall mean the employee's run or shift time. For Extra Board operators, one day shall be eight (8) hours.
- C. Employees shall request such time off not later than 1:00 PM on the day before they desire to be off. No more than four (4) bus operators, two (2) mechanics, one (1) service attendant, one (1) inventory control clerk and one (1) facility maintenance employee may be off at any one time under these provisions.
- D. Requests to be off will be honored on a first come, first served basis.
- E. The remaining carry over hours available for the current year will be posted following the last pay period in October.

### ***ARTICLE 17 - SICK LEAVE***

**Section 1.** Accrual of Sick Leave shall begin after completion of the employee's probation period as a full-time employee. Employees shall accrue Sick Leave hours at the rate of 3.6923 hours each pay period that they are in an active duty pay status. Sick Leave accrual shall be equal to ninety-six (96) hours in a fiscal period if the employee qualifies in each pay period.

**Section 2.** Unused Sick Leave hours may accrue up to a maximum of four hundred (400) hours to be carried over from one (1) calendar year to the next. On December 31st of each year, those unused Sick Leave hours in excess of the four hundred (400) hour maximum shall be converted to a dollar amount based on the employee's current hourly rate of pay and placed in a Sick Time Fund payable as follows:

- A. An employee who has been absent from work due to an illness, and has used up all of his accrued Sick Leave Bank hours may draw upon his Sick Time Fund, if any, and funds may be withdrawn based on the employee's current rate of pay and scheduled work hours.
- B. Employees who retire under the Florida Retirement System may exercise one of the following options:
  - 1. Receive one (1) time payment equal to seventy-five percent (75%) of all dollars in their Sick Time Fund; or
  - 2. Leave the fund with PSTA to pay health and/or dental, and/or eye care insurance premiums until the fund is used up. In this connection, the employee may exercise one of the following options:
    - a. Use the fund to pay only his insurance premiums.
    - b. Use the fund to pay his premiums plus dependent coverage in the event of the retiree's death before the fund is used up, the dependent premiums shall continue to be paid until the fund is used up.

3. Employees who separate after ten (10) years of service shall receive a lump sum payment equal to seventy-five percent (75%) of all dollars in their Sick Time Fund.

**Section 3.** Bus operators who report off due to sickness or injury shall personally notify the Dispatcher at least one (1) hour before their assigned report time by telephone stating whether the requested leave is pursuant to the FMLA and the expected period of absence. Those operators who have a report time before 5:15 AM must report off sick not later than their report time. Failure to report off as prescribed will result in the operator being charged with a "miss-out" and loss of Sick Leave Pay for that day.

Maintenance employees who report off due to sickness or injury shall personally notify their supervisor or lead man at least one (1) hour before their scheduled start time. Such reports shall be made to the employee's respective shift supervisor, or leadman. Failure to report off as prescribed shall result in a tardy and loss of Sick Leave Pay for that day.

- a. Tardy is defined as the failure of a Maintenance employee to call off from or report to work within the timeframes outlined in Article 17, Section 3.

Maintenance employees who are tardy for work will be subject to the following disciplinary procedures:

1<sup>st</sup> Tardy in 180 calendar days  
Report to work up to ninety (90) minutes late:  
Employee is allowed to work the remainder of shift.

Reporting to work more than ninety (90) minutes late:  
Employee shall not be allowed to work.

2<sup>nd</sup> Tardy in 180 calendar days  
Reporting to work up to ninety (90) minutes late:  
Employee shall be allowed to work the remainder of shift.

Reporting to work more than ninety (90) minutes late:  
Employee shall not be allowed to work.

3<sup>rd</sup> Tardy in 180 calendar days  
Reporting to work up to ninety (90) minutes late:  
Employee shall be allowed to work the remainder of shift.

Reporting to work more than ninety (90) minutes late:  
Employee shall not be allowed to work.

4<sup>th</sup> Tardy in 180 calendar days  
Failure to report to work on time.  
Disciplinary action: Written warning and one day suspension  
The maintenance employee shall be suspended one day starting the day of the tardy violation.

5<sup>th</sup> Tardy in 180 calendar days

Failure to report to work on time.

Disciplinary action: Final written warning and two day suspension

The maintenance employee shall be suspended for two days starting with the day of the tardy violation. In the event the employee's regular off days fall within the term of the suspension, the employee shall not be permitted to work.

6<sup>th</sup> Tardy in 180 calendar days

Failure to report to work on time.

Disciplinary action: Termination

**Section 4.** Operators shall be responsible for notifying the Dispatch Office not later than 1:00 PM the day before returning to work in order to work their regular run. Operators who book off for illness or to go to the doctor/dentist may inform the dispatcher at the time they book off that they intend to return to duty their next scheduled work day. Operators who book off for illness or for medical/dental treatment in excess of one (1) day must report back to the dispatcher by the prescribed time on the day before returning to duty in order to work their regular run. Maintenance employees shall notify their respective supervisor/leadman at least two (2) hours prior to their scheduled start time before returning to work. .

Operators who fail to report back for duty as prescribed but desire to work shall be assigned to the Extra Board and shall be placed below those operators who have signed to work on their regular off day.

Maintenance employees who fail to report back for duty as prescribed may not be allowed to work their regular shift if a replacement has already been scheduled.

An employee who has been employed by PSTA for less than one year, and is off work for thirty (30) days or more due to illness or injury, will be required to complete and pass a return to work physical given by a physician chosen by PSTA.

**Section 5.** Sick Leave shall be granted for the following reasons:

- A. For absence due to employee's personal illness or non-work related injury.
- B. For medical, dental or optical appointments during the employee's regular duty hours.
- C. For quarantine due to exposure to contagious disease. (Such cases must be verified by a physician.)
- D. For a pregnant employee, who upon advice of her physician, finds it necessary to discontinue working.
- E. For employee's health while on vacation as specified in Section 7 of Article 16.

**Section 6.** An employee covered under Worker's Compensation Benefits for lost-time-on-the-job injury may draw from his Sick Time Fund, if any, to make up the difference between what he receives under Worker's Compensation and what his normal take home pay would be.

**Section 7.** Employees shall be allowed to take a maximum of five (5) days per year from their unused Sick Leave accrual for personal leave reasons. Employees shall request such time off not later than 1:00 PM on the day before they desire to be off. No more than two (2) mechanics, one (1) service attendant, one (1) inventory control clerk, one (1) customer service representative and one (1) facility maintenance employee and in the Transportation Department, no more than six (6) bus operators may be off at any one time on such leave.

**Section 8.** Employees shall receive pay for Personal Leave days using the formula for Sick Leave payment as provided for in Section 9 of this Article. However, if an employee takes personal leave on a working holiday, the employee shall receive eight (8) hours of holiday pay with the balance, if any, being paid from sick leave accrual.

**Section 9.** Employees shall be paid Sick Leave as follows:

- A. Regular operators and Maintenance employees who bid regular runs or work shifts which have established daily hours shall be paid Sick Leave based on the number of hours in the employee's work schedule for each eligible day of absence provided the employee has sufficient Sick Leave hours accumulated.
- B. Employees who bid the Extra Board which does not have established daily hours, but pays a weekly guarantee of forty (40) hours shall be paid Sick Leave in the following manner:
  - 1. Five (5) Day Runs - Sick Leave shall be the number of hours in the operator's assignment for the day of absence or eight (8) hours, whichever is less, for each day of illness provided the employee has sufficient Sick Leave hours accumulated.
  - 2. Four (4) Day Runs - Sick Leave shall be the number of hours in the operator's assignment for the day of absence or ten (10) hours, whichever is less, for each day of illness provided the employee has sufficient Sick Leave hours accumulated.
  - 3. In the event an Extra Board operator is off duty for an entire work week, Sick Leave pay shall be based on forty (40) hours, provided the employee has sufficient Sick Leave hours accumulated.

**Section 10.** Accrued Sick Leave hours shall be indicated on the employee's payroll stub. A statement showing the amount in the employee's accrued Sick Time Fund will be distributed yearly.

## ***ARTICLE 18 - HOLIDAYS***

**Section 1.** The Authority shall observe the following paid holidays:

New Year's Day	Labor Day
* Martin Luther King Day	* Veteran's Day
* President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	* Employee's Birthday

\* Martin Luther King Day President's Day, Veteran's Day and Employee's Birthday shall be working holidays for all employees, exception being the employee may option to sign to be off or to work on his birthday. Employees may sign to be off any day in the pay period in which their birthday falls instead of on the specific day of their birthday.

**Section 2.** Whenever a holiday is observed by the Authority and service is reduced to holiday schedules, employees will be allowed to take time off with pay, to the extent possible on the same day that the holiday is observed. Employees shall bid to be off or work in accordance with Section 7 of this Article.

**Section 3.** Employees who bid to be off on a holiday which is observed by the Authority with operation of holiday schedules shall be paid eight (8) hours or run/shift time, whichever is greater, at the straight time rate of pay.

It is understood that Extra Board operators who have no set daily work hours shall receive eight (8) hours for each holiday taken off if the employee bids a 5-day work week, and ten (10) hours if the employee bids a 4-day work week.

**Section 4.** Employees who are off on vacation leave or military leave on the day the holiday is observed shall be eligible for holiday pay in addition to their regular pay hours for such leave.

If an employee is off duty due to sickness or non-work related injury, the employee shall receive sick pay only if it is a regular scheduled workday. At no time shall holiday pay and sick pay be paid at the same time. Employees who are scheduled to work on a holiday and fail to make all of their holiday assignments shall forfeit holiday pay.

Employees on Worker's Compensation shall be ineligible for Holiday Pay.

**Section 5.** An employee must work his normal scheduled hours on the employee's work days which precede and follow the day the holiday is observed in order to qualify for Holiday Pay. An employee on jury duty, paid funeral leave, extended funeral leave, personal leave day (PLD) and/or vacation before or after the holiday shall also qualify for Holiday Pay.

**Section 6.** Employees who work on a holiday shall be paid eight (8) hours holiday pay at their straight time rate of pay plus pay for all time worked on the holiday at their appropriate rate of pay. Such holiday pay will not be applied toward their forty (40) hour weekly pay guarantee, assuming all scheduled reports have been made.

**Section 7.** Holiday Bidding Procedures

- A. Holiday Bids shall consist of two (2) lists which shall be posted in each department in which employees of the Bargaining Unit are assigned. One list shall be titled "TO BE OFF" and the other list to be entitled "AVAILABLE WORK ASSIGNMENTS". Bidding shall commence not later than two (2) weeks prior to the week in which the holiday is to be observed.
- B. Employees shall bid to be off, to the extent possible, or a work assignment. In instances where no more employees may be off on a holiday, employees shall select an assignment from the remaining list of available work within their classification.

Maintenance employees must bid assignments within their regular shift and classification.

- C. All work assignments shall be posted as holiday assignments.
- D. The Authority shall post additional open work that is known at the time. Other work that comes open after the bid is completed shall be assigned to the Extra Board or to those operators who bid "TO BE OFF" but make themselves available if needed.

#### **Section 8. Birthday Bidding Procedures**

- A. A birthday sign-up list shall be posted on the first day of the preceding month and removed on the last day of the preceding month.
- B. Operators and maintenance employees shall sign to work or to be off on their birthday or other day in the pay period within which their birthday falls. If an operator fails to sign the list, he/she will be off on his/her birthday if it is his/her scheduled day to work.
- C. If an employee chooses to take his birthday off on any bidded holiday, they must submit the request for leave prior to their assigned time to bid on the holiday. Once they have bid to work on a holiday, they will not be allowed to take that day off as their birthday day off.

### **ARTICLE 19 - PAY PROVISIONS**

**Section 1.** All bargaining unit employees shall be paid hourly rates as shown in Appendix "B," beginning with October 1, 2012 , as shown in Appendix B-1, beginning with October 1, 2013 , and as shown in Appendix B-2, beginning with October 1, 2014.

#### **Section 2. Wage Progression**

Part-time employees shall remain at Step 1 of the progression while they remain a part-time employee. Any person who is employed as a part-time employee, shall, upon employment in full-time capacity, be paid as if that person had progressed through the salary progression in accordance with the actual start date.

#### **Section 3. Employee Promotions**

Employees who are promoted within the Bargaining Unit from one classification to another shall enter the higher classification at the first step that provides at least a five percent (5%) wage rate increase. In the event the minimum increase cannot be attained, the employee will be placed in the highest step of the higher classification. For those employees who are demoted, they shall be placed in the step in the lower classification as the employee would have obtained had they not been promoted.

**Section 4.** Employees who accept positions of interim supervisor on a fill-in basis or who temporarily perform duties of a Supervisor where there is no Supervisor assigned shall be paid not less than they would have earned per hour in their regular position, plus fifty cents (\$.50) per hour for each hour worked in the Supervisory position. For purposes of this section, "temporarily" means a period of time not to exceed five (5) continuous calendar weeks.

**Section 5.** Bus operators who are selected and assigned by the Authority to provide new hires with route orientation instruction and provide written evaluations of operator trainees shall be compensated an additional one dollar (\$1.00) per hour for all hours spent as a route orientation instructor. While providing route orientation instruction, bus operators shall provide their best efforts to train and guide the new hires in order to properly and adequately train the new hires regarding the routes.

Training compensation shall be paid only when an employee is required to provide a written evaluation of the trainee's abilities during the route orientation phase of the Authority's driver training program when the trainee is required to operate a bus.

**Section 6.** Employees shall be required to attend all mandatory training meetings identified by the Authority unless excused by their Transportation or Safety and Security Manager, Customer Relations Manager, Maintenance Supervisor or his/her designee. The Authority agrees to pay each employee attending these meetings a minimum of two (2) hours. In the event such meetings exceed two (2) hours, employees shall be compensated for all time spent in such meetings. Failure to report for mandatory assigned training will result in a miss-out. A Maintenance employee who misses a mandatory assigned training will be charged with an occurrence under the Attendance Control Policy.

#### **Section 7. Miscellaneous Pay Time - Bus Operators**

##### **A. Check-In/Check-Out Time**

All work assignments that start from the Garage shall pay fifteen minutes (:15) check-in time and shall be added to all Run Time. All straight runs which start at some location other than the Garage, but which terminate at the Garage shall pay five minutes (:05) check-out time. This shall also apply to split runs which have no check-in time at the beginning of the operator's work day. Check-in time is to be used for the purpose of reviewing the bulletin boards and preparing to leave the Garage. Check-out time is to be used for reading the bulletin boards and turning in accident/incident reports where applicable.

##### **B. Spread Penalty Time**



Any daily assignment scheduled over a period of longer than twelve (12) hours shall pay one-half time for all time in excess of twelve (12) hours in addition to the regular pay in the assignment. Such time shall be computed for hours worked in excess of the twelve (12) hour spread, and any makeup time used to bring the assignment up to the minimum guarantee pay time as provided for in Article 10 shall not be subject to said penalty. Part-time operators shall not be eligible for spread penalty time.

C. Travel Time Provisions

Travel time shall be applicable to the following instances:

Deadhead Travel - that time an operator is traveling to and from his assigned route or Charter/Special pickup and dropoff location while operating PSTA buses.

Between Split Runs - the prescribed time, as determined by the Authority, to travel from the ending point of the first part of the run to the starting point of the second part of the run.

**Section 8.** Operators who are requested by Management to see their Transportation or Safety and Security Manager or Director of Transportation for the purpose of reviewing the employee's job performance, will do so during the employee's regularly scheduled work time. If a meeting cannot be scheduled during the employee's regularly scheduled work time, the employee shall be paid ten minutes (:10) pay time at the employee's appropriate rate of pay. If additional time is required, the employee will be compensated for that time.

In the event an employee is required by Management to make a special trip for the purpose of meeting with Management, the employee shall receive one (1) hour for such call-out. No employee will be required to report on his regular day off, except for emergency situations in which time is a critical factor.

In this connection, any operator who has a regular bid run or hold down which contains weekly makeup guarantee time to bring his run up to forty (40) hours shall have such time credited towards the pay time provided in this Section, and the employee shall receive only that time which is in excess of the weekly makeup guarantee.

**Section 9.** "Lead Mechanic" positions in the Maintenance Department will be compensated an additional seventy-five cents (\$0.75) per hour for all hours worked during his regular tour of duty. Lead Pay shall not be applicable to Sick Leave Hours, Vacation Hours or for other hours paid for time not worked. The assignment of Lead Mechanic shall be made at the discretion of management.

**Section 10. Wage Reopener.** If PSTA receives any unanticipated revenues (taxes, grants, or other similar sources) between the date of the final execution of this Agreement and September 30, 2015, and these revenues are not included in PSTA's 2013, 2014 or 2015 budgets and these revenues may be used to fund PSTA's operating budget, including wages, the Union may reopen negotiations regarding the issue of wages only. In order to exercise the right to reopen negotiations, the Union must provide notice to the Authority within fifteen (15) days of the date the Union obtained

knowledge of the unanticipated revenues. Unanticipated revenues, as used in this Section does not include settlement or other proceeds from any litigation or claim for damages.

Section 11. If any employee in Maintenance works in a job with a higher pay classification for more than thirty (30) consecutive days, that person will be paid five (5%) per cent over their hourly rate for the period of time he/she performs the higher classified job starting after said thirty (30) consecutive day period.

## ***ARTICLE 20 - SAFETY AND HEALTH***

**Section 1.** The Authority will make every effort to provide and maintain safe and healthful conditions for employees. To this extent, the Union will cooperate and encourage employees to work in a safe manner and abide by all laws and regulations related to safety and health, including observance of No Smoking in restricted areas. Individual employees or the Union may provide written complaints or recommendations with respect to unsafe or unhealthy conditions within their work environment. Within ten (10) weekdays from receipt of such written complaint or recommendation, the Department Director shall provide the employee and/or the Union with a written response concerning the disposition of all written complaints or recommendations.

**Section 2.** The Authority will provide proper and necessary safety equipment and devices for employees engaged in work where such special equipment and devices are determined to be necessary through mutual agreement between the Union and Management. Where such equipment and devices are provided, the employees must use them. Failure by employees to utilize provided equipment or devices will result in the employees being subject to disciplinary measures and a reduction in all Workers Compensation benefits in the full amount provided by Chapter 440, Florida Statutes. All safety equipment shall be kept in proper working order.

**Section 3.** The Authority shall abide by the following State of Florida's Chapter 14-90 requirements: No operator will be permitted to work or have scheduled any assignments which do not allow eight hours of rest before the start on the next day's work assignment. Operators will not be allowed to exceed twelve hours of driving time in a twenty-four hour period, or exceed sixteen hours of on duty time. Operators who reach the maximum will be required to have an off duty time of eight hours. An operator may be permitted to drive more than the regulated hours if the hours are necessitated by adverse conditions resulting from weather, road or traffic problems, or emergencies resulting from an accident, medical reason or disasters. The driver may also exceed their regulated hours in order to reach a regular relief point provided the additional driving time does not exceed one hour.

**Section 4.** The Authority shall pay all traffic citations issued to employees while operating an Authority owned vehicle if the citation is issued for proven mechanical defects. Citations for speeding shall not be considered a mechanical defect unless the speedometer is found to be inaccurate and the inaccuracy is a contributing factor.

**Section 5.** Employees will be provided with bump hats or safety helmets, work gloves and other protective clothing where such items are needed to protect the employees in

the conduct of their duties.

Service Attendants shall be provided with one (1) rain coat or poncho. Such items shall only be replaced if the employee turns in a defective like item.

**Section 6.** In the event an employee leaves the employ of his department or leaves the Authority, he shall return all items of issue that were furnished by the Authority.

**Section 7.** Any employee having two (2) or three (3) chargeable/preventable vehicular accidents within a twelve (12) month period will be required to take an in-house Defensive Driving Course (DDC). The in-house DDC will be scheduled on the employee's regular time off and such training shall not exceed eight (8) hours in duration. Employees shall be paid their straight rate of pay for such training unless otherwise provided for by the Fair Labor Standards laws.

A fourth chargeable accident incurred by an employee within the specified twelve (12) month period shall be cause for discipline up to and including termination. An employee will be notified in writing that the employee is being charged with a chargeable/preventable accident no later than ten (10) week days from the completion and submittal to PSTA of an Incident Report by the employee or PSTA's receipt of the employee's response to an original complaint. If a complaint is filed after the submittal of an Incident Report, the ten day period will begin to run upon PSTA's receipt of the employee's response to the complaint. If such notice is not provided within that time frame, an employee may not be charged with a chargeable/preventable accident.

**Section 8.** Two minor accidents which are found to be preventable shall equal one preventable/chargeable for the purposes of disciplinary action as defined in Section 7 of this article. A minor accident is defined as one involving damage to a bike rack only but not requiring the replacement of the bike rack.

**Section 9.** Accidents within a twelve month period involving damage only to a bus mirror which are found to be preventable shall have the following discipline applied:

- 1<sup>st</sup> accident – no action
- 2<sup>nd</sup> accident – retraining
- 3<sup>rd</sup> accident – retraining
- 4<sup>th</sup> accident – written warning and retraining
- 5<sup>th</sup> accident – written warning and one day suspension
  
- 6<sup>th</sup> accident – written warning and three day suspension
- 7<sup>th</sup> accident - termination

## ***ARTICLE 21 - DISCIPLINARY ACTION***

**Section 1.** All employees are subject to the rules and regulations of the Authority except where this Agreement takes precedence.

An employee will not be disciplined or discharged without just cause. All discipline entries added to an employee's record will be done with the employee's knowledge.

In each case where disciplinary action is taken, the employee and the Union will be given a written statement of the charges against him as well as the disciplinary action to be taken. The Authority agrees to discuss the disciplinary action to be taken with the Union before imposing the disciplinary action. The Union will be present at any disciplinary meeting where the Authority intends to terminate an employee who is a member of the Union's bargaining unit, unless the employee requests otherwise.

No discipline by suspension shall be administered against any employee which will permanently impair his seniority.

Any complaint from the public which does not contain the first and last name, address and phone number of the complainant shall not be used against an employee for disciplinary actions.

**Section 2.** For the purpose of this Article, the parties agree that disciplinary matters are of the utmost concern and Bargaining Unit employees shall be afforded the opportunity of rapid, fair and equitable appeal procedures. In this connection, Bargaining Unit employees shall have the option of utilizing the Authority Grievance Procedure or the negotiated grievance procedure contained in this Agreement, but not both.

**Section 3.** In imposing any disciplinary measures on a current charge, the manager will not take into consideration any prior Group II infractions of the Authority Rules and Regulations which occurred more than twenty-four (24) months previously, or any Group III or Group IV infractions more than twelve (12) months previously. Provided, however, the manager will not take into consideration any prior infractions of the Authority Rules and Regulations that occurred during the employee's probationary period pursuant to Article 11, Section 1. In the event that audio and/or video recordings are reviewed in the investigation of an incident or accident, evidence on the audio or video recordings of a Group III or Group IV violation under the General Rules that is unrelated to the incident/accident being investigated may not be used for the purposes of disciplinary action.

An employee will be notified in writing of any disciplinary action being taken that arises out of an incident requiring the filing by the employee of an Incident Report, or out of an original complaint. The written notice must be provided within ten (10) week days of the completion and submittal to PSTA of an Incident Report or PSTA's receipt of the employee's response to an original complaint, unless the Union and PSTA agree to a longer period. If such notice is not provided within said period, PSTA may not issue disciplinary action for the incident.

**Section 4.** In any disciplinary appeal, the employee shall have the right to Union assistance if he so chooses. If an employee elects not to have a recognized Union representative assist him in processing his appeal, the Union President will be notified by the Authority as far in advance as possible prior to any such appeal to enable the Union to have a representative present during the appeal hearing.

In the event that a grievance hearing cannot be scheduled at a time other than during the employee's normal work hours, the aggrieved employee and the Union representative shall not suffer any loss of pay or benefits in the processing of formal grievances.

**Section 5.** The appropriate manager shall forward a copy of any written disciplinary action within three (3) week days to the appropriate Union representative.

## ***ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURE***

### **Section 1. General**

- A. The purpose of this Article is to establish machinery for the fair, expeditious, and orderly adjustment of grievances to be used for the settlement of disputes between the Authority and employee, or group of employees, involving a complaint, difference, or dispute arising out of an alleged violation of the employee's rights concerning wages, hours, disciplinary action, or of any other terms and conditions of employment afforded to all PSTA employees.

In order to avoid the confusion and problems which occur when a number of forums are being used for the same or similar subjects, a grievance shall be held in abeyance when an employee, or Union, files a claim with any court or administrative agency covering the subject matters of the grievance.

- B. An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. Nothing in this section shall be construed to prevent any employee from presenting, at any time, his own grievances, and having such grievances adjusted without the intervention or assistance of a Union representative.

Adjustments of grievances shall not be inconsistent with the terms of this labor agreement.

A grievance may be submitted by the Union, as the exclusive representative of employees covered by this agreement, as a general or class action grievance. A union general or class action grievance shall be initially submitted at Step 2 within ten (10) week days from the date of occurrence.

Any Authority grievance will be filed with the Union President at Step 2.

- C. For purposes of this Section and Article, week days shall mean Monday through Friday with the exception of a week when a holiday falls therein, in which case that day shall not be counted (week days are not to be construed as employee(s) work days). A grievance not submitted within the time limits as prescribed for every step shall be considered untimely and deemed null and void. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered settled on the basis of the last answer provided by management. A grievance not answered within the time limits prescribed from the appropriate management representative at each step shall entitle the employee or the Union to advance the grievance to the next step. The time limits prescribed herein may be extended for good and sufficient reason by mutual agreement of the Union and Management due to unusual circumstances when deemed in the best interest of assessing all available information to arrive at an

equitable solution to the grievance. If the time limits are extended, the appropriate Management Representative and the Union Representative and/or grievant will be so advised.

- D. In advancing grievances, the employee and/or the Union representative may call a reasonable number of witnesses to offer testimony from direct knowledge only. Witnesses who are employees shall suffer no loss of pay or benefits while serving as witnesses, and shall be excused to testify during working hours provided such absence from their place of work in no way interrupts, delays, or otherwise interferes with proper and effective service to the community.
- E. Grievance hearings shall normally be held during the aggrieved employee's normal work hours. For grievance and arbitration hearings, the aggrieved employee(s) shall be allowed time off from their job with no loss of pay and benefits. The aggrieved employee(s) shall request time off for such hearings at least twenty-four (24) hours in advance of the hearing. For class action grievances, only one (1) employee will be allowed to attend hearings as a witness. The section does not preclude the hearings to be held on employee's day off. In such case, the employee shall not receive pay for attending such hearings.
- F. Steward or Union Representatives shall provide advance notice to supervision to allow planning arrangements to enable the Steward or Union Representative time off for grievance investigation activity/processing. Such request shall be made by 1:00 PM of the previous day that the employee is taking off.
- G. Employees will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.
- H. The Union is under no obligation to represent and/or handle grievances of non-union members in the bargaining unit.

Non-union members requesting arbitration of their grievance shall be responsible for paying their share of the cost of the arbitration. Upon request for arbitration, the employee shall submit \$2,000 which PSTA will hold in escrow and it shall be used to pay the employee's share of the arbitration upon receipt of the bill from the arbitrator. The employee will be responsible for paying any amount over \$2000 directly to the arbitrator. If the employee's share of the arbitrator's bill is less than \$2000, then PSTA shall refund the difference to the employee.

## **Section 2. Grievance Procedure**

- A. Step 1 - The aggrieved employee may, within ten (10) week days of the matter from which the grievance arose, submit a written grievance on the prescribed form to his department head. Department heads are as follows: Director of Maintenance, Director of Transportation, and Director of Marketing.

The written grievance at this step, and at all steps thereafter, shall contain the following information:

1. A statement of the grievance including date of occurrence, and details, and facts upon which the grievance is based.
2. The action, remedy or solution requested by the employee.
3. Signature of the aggrieved employee, and Union Representative, if applicable.
4. Date submitted.

Grievances submitted which do not contain the above information will be returned to the employee for correction and must be resubmitted within two (2) work days. The department head within ten (10) week days of receipt of the grievance shall meet with the grievant and/or Union representative to discuss and seek a solution to the grievance. Within seven (7) week days after the meeting, the department head shall give his written answer to the grievant and the Union Representative as the case may be.

- B. Step 2 - If the grievance is not resolved at Step 1, the aggrieved employee may submit a written appeal to the Executive Director within five (5) week days after receipt of the department head's answer.

Within ten (10) week days after receipt of the written appeal, the Executive Director will meet with the aggrieved employee and his Union Representative to discuss and seek a solution to the grievance. Within ten (10) week days after the meeting, the Executive Director shall give his written decision to the grievant and his Union Representative.

C. Arbitration Referral

1. Any grievance that is not resolved at Step 2, the Union or the aggrieved employee may, within five (5) week days after receipt of the Step 2 written answer, submit a notice of intent to file for arbitration to the Executive Director. Within thirty (30) calendar days from the filing of a notice of intent, a final request for arbitration must be filed.
2. In general grievances, either the Union or the Authority may request to take the grievance to arbitration.
3. Within twenty (20) week days from the request for arbitration, the requesting party shall submit the FMCS form to request the list of seven (7) qualified neutral arbitrators from the Federal Mediation and Conciliation Service (FMCS) with payment of FMCS's charges. The requesting party shall provide a copy of the request submitted to the FMCS to the other party. Should the parties determine the issue in dispute requires an arbitrator with special expertise, it shall be indicated in the request. Within ten (10) week days after receipt of the list, the parties

shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. The party requesting arbitration shall strike first. Upon selection of the arbitrator, the Company shall notify the FMCS.

4. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of any agreement between the Union and the Authority in arriving at a decision of the issue or issues presented.
5. The decision of the arbitrator shall be final and binding upon the aggrieved employee or the Union and the Authority, unless otherwise provided by law. Arbitration decisions pertaining to Article 8 shall be advisory only.
6. The expenses in connection with attendance of participants and witnesses for either side shall be paid by the party requesting and producing such participants and witnesses. All other expenses and fees shall be shared equally by the Authority and Union.
7. The arbitrator shall be requested to render his decision as soon as possible, but in any event, no later than thirty (30) calendar days after the hearing.
8. Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as possible, but in any event no later than ten (10) week days after receipt of the arbitrator's award.
9. Either party to this Agreement desiring transcripts of the Arbitration hearings shall be responsible for the cost of such transcripts, if available.
10. The time frames contained in this Article for grievance processing are the maximum time frames and in this connection, the parties hereby agree to expedite grievance whenever possible.

## ***ARTICLE 23 - MATTERS APPROPRIATE FOR CONSULTATION***

**Section 1.** Matters appropriate for consultation between the parties include wages, hours, and working conditions under the terms and conditions of this Labor Agreement and areas of mutual concern for the Bargaining Unit and Management. For purposes of this agreement, consultation is defined as a discussion of matters which are within the discretion of the Authority. Consultations may be held in an effort to reach mutual understandings, receive clarification and/or information affecting employees in the various operations that comprise the Bargaining Unit.

**Section 2.** Consultation meetings between Union Representatives and Management shall be scheduled by the Executive Director or appropriate department director upon the agreement of both parties to meet and discuss a matter of mutual benefit.

**Section 3.** When contact is required by the Union President with Management on matters within the scope of this Article, the point of contact is the Executive Director or the appropriate department director. Where contact is required by Management with the



Union, the point of contact is the Local Union President.

## ***ARTICLE 24 - GENERAL PROVISIONS***

### **Section 1. Paychecks**

Normally, paychecks will be made available not later than 12:00 noon every other Friday. Every effort will be made to have paychecks available prior to the established time, and if available, employees shall be issued their check prior to departing the garage on their run.

### **Section 2. Direct Deposit**

The Authority agrees to permit direct deposit of payroll checks to any financial institution.

### **Section 3. Physical Exams**

Pursuant to Rule Chapter 14-90.0041, Florida Administrative Code effective November 10, 1992, all bus operators shall be required to pass a physical examination every two years as prescribed by the Florida Department of Transportation. Physical examinations shall be taken by the employee's anniversary date from a physician selected by the Company or employee. In the event the employee elects to go to his own physician, he will be reimbursed the cost not to exceed the amount the Authority pays its own physician. An operator who fails to pass the physical examination specified above shall not be allowed to work, and be eligible for sick leave pay. Operators that fail to take the physical will be off work without pay.

### **Section 4. Labor Agreement Copies**

The Authority agrees to provide the Union with one (1) original copy of the final Agreement. The Authority shall be responsible for printing and distribution of the final Agreement and the Union shall pay PSTA for fifty percent (50%) of the cost for printing.

Management will make one (1) copy of the final Agreement available to employees on the facility bulletin board within five (5) weekdays from the effective date of this Agreement. Further, management will give each new employee a copy of the Agreement as part of their new employment orientation.

### **Section 5. Departmental Records**

- A. Employees shall be provided a copy of all entries made to their Departmental File at the time of entry.
- B. Employees shall have the right to have placed in their Departmental or Authority file record their written and signed refutation of any material the employees consider to be detrimental to their records.

### **Section 6. Promotional Appointments**

The Authority agrees to consider the skills, talents and experience of current bargaining unit employees to fill promotional opportunities within the bargaining unit. Part-time operators, customer service representatives and maintenance employees will be given first opportunity to fill full-time operator, customer service representative or maintenance position respectively before other bargaining unit employees or applicants from outside the Authority.

Where transfers from one department to another are involved, PSTA reserves the right to reject an employee's application if the employee's work record in his existing job position is considered to be unsatisfactory for the position for which he is applying. An employee not selected for promotion shall be notified in writing of his non-selection which shall include the basis for rejection.

Employees who transfer between departments shall be required to serve a one hundred eighty (180) calendar day probationary period and, if during the term of the probationary period the employee is found to be not suitable for the position, the employee shall be informed in writing of his deficiencies and allowed to return to his former position without loss of seniority and the Authority shall then promote the next eligible employee. In the event a promoted employee is returned to his former classification, the Authority may lay off the junior employee in that classification unless such employee has bump rights to a lower classification. In this event, the junior employee within the department shall be subject to lay off.

#### **Section 7. Time Claims and Shortages**

- A. Any known claim for pay time not worked must be filed on forms provided by the Authority with the employee's lead supervisor or department manager within thirty (30) calendar days from the date on which the claim is based or thirty (30) calendar days from the date the employee receives his paycheck and finds that he was not paid for time he feels he is entitled to receive. The pay time claim must state the reason(s) and description of the work involved. Failure to file such pay claim within the time frame provided herein shall invalidate such pay time claim.
- B. If for any reason a pay time claim is not allowed, the employee claiming the pay time shall be furnished a written explanation from his lead supervisor or department manager of why the time was not allowed. Such explanation shall be provided within three (3) weekdays from the date of the employee's submittal.
- C. Any claim for pay shortages of \$30.00 or more in an employee's biweekly paycheck must be submitted no later than noon on Monday following the scheduled payday, in order to receive a supplemental paycheck which shall be issued as soon as possible, but not later than noon on Tuesday. Time claims for less than \$30.00 or time claims not submitted by noon on Monday will be paid in the next scheduled paycheck. All employees are responsible for submitting accurate and complete claims reports.
- D. Cash shortages due to the Authority shall be reimbursed promptly by the employee. All sums spent by an employee which have been authorized by a supervisor ahead of time as chargeable to the Authority will be reimbursed by 9:00 AM the following weekday or by 9:00 AM on Monday following a weekend, if

sufficient petty cash funds are not on hand whenever the employee presents the proper receipts.

- E. Pay shortages shall be paid in the next scheduled paycheck except as specified in paragraph "C" of this section.

#### **Section 8. Operator and Customer Service Representative Uniforms**

- A. Employees shall present a neat and clean appearance while on duty and shall wear uniforms of the type prescribed by the Authority.
- B. New employees will be provided four (4) shirts and two (2) pair of pants at the time the employee is hired, and the employees shall pay 25% of the cost through payroll deduction. Female employees shall have the option of selecting skirts in lieu of pants.

Upon completion of the employee's probationary period the employee shall be provided one (1) additional pair of pants (or skirt), one (1) jacket or sweater, and one (1) additional shirt or belt (employee's choice) at no cost to the employee. Additional uniform items not considered as standard issue (i.e., long sleeve shirts, etc.) may be purchased by payroll deduction.

- C. Upon completion of each anniversary year, each employee shall be entitled to receive replacement uniforms consisting of five (5) new shirts and three (3) pair of pants and one (1) baseball type cap (not applicable to Customer Service Representatives). Female employees shall be allowed to substitute skirts or shorts for pants. Male employees shall be allowed to substitute shorts for pants.
- D. Employees who cannot be fitted by the Authority's uniform vendor shall be reimbursed for items purchased by the employee from another source, up to the dollar amount the Authority would pay its regular vendor.

Such purchases must be approved by the Director of Transportation prior to reimbursement.

#### **Section 9. Maintenance Uniforms**

- A. Maintenance employees who work five and four day weeks will be furnished eleven (11) and nine (9), respectively, uniform changes every two weeks at no cost to the employee. Service Attendants and Facilities Maintenance employees may choose, instead of receiving uniform shirts, to receive seven (7) PSTA t-shirts in a color agreed to by the Authority and the Union, in the first week of each November. The employees will be responsible to wash the t-shirts. If an employee is working in a safety sensitive area, the employee must wear safety vests issued by the Authority. Employees will wear the uniforms provided by the Authority. Employees who cease to be employees shall return all uniforms and t-shirts on the last day of employment. If the employee fails to return the uniform(s), the value of the uniform(s) shall be deducted from the final payment. Employees who damage or abuse their uniforms shall be required to pay the cost for each shirt or pants through payroll deductions.

- B. Maintenance employees shall receive an annual allotment of an amount not to exceed \$215.00 to purchase safety shoes and uniform jackets.

#### **Section 10. Part-Time/Non-Guaranteed Employees**

In order to allow for the most efficient and effective utilization of public funds and resources, the Authority may utilize employees who shall not be guaranteed forty (40) hours in a work week. Such employees shall be classified as part-time employees. The number of part-time/ non-guaranteed employees shall not exceed fifteen percent (15%) of the Authority's full-time bus operator positions, and fifteen percent (15%) of the Authority's maintenance employee work force.

- A. Part-time operators may not work Charters or Specials unless there are no full-time operators available to work. This work shall not be counted against their weekly allowance of hours worked.
- B. Part-time employees shall be allowed to work assignments totaling thirty-three (33) hours or less per week.
- C. Seniority for part-time operators shall be established from date of hire in that classification, and shall be used for bidding purposes for part-time runs.
- D. General work rules shall apply to all part-time employees, unless otherwise stipulated in this Agreement.
- E. Part-time employees shall be ineligible for all fringe benefits, except as provided for in this Agreement, and those benefits which are required by law (i.e., Florida Retirement System and Social Security).
- F. No part-time operator shall work any full-time operator's run, except under emergency situations where no full-time operator is available to perform the work. In this connection, said part-time operators shall be relieved by the first available full-time operator at the earliest opportunity.

#### **Section 11. Garnishments**

Pursuant to the state statute governing garnishments, Section 77.0305, PSTA will charge the employee the maximum allowed under the statute for initial set up and per payroll deductions.

#### **Section 12. Re-employment of Certain Employees**

Any employee who expended all of his/her leave under this Agreement and was then terminated from employment with PSTA due solely to injury or illness will be entitled, one time during his/her employment with PSTA, to re-employment within six (6) months after the date of termination in the classification that the employee was in at the time of termination under the following conditions:

- A. The employee is not on probationary status under Article 11, Section 1 at the

time of his/her termination.

- B. A job vacancy in the appropriate classification must exist at the time of the employee's application for re-employment, and there is no hiring freeze.
- C. The employee, in order to be entitled to re-employment under this provision, must be qualified for the job in accordance with this Agreement and PSTA's policies.
- D. At Management's discretion, the employee may be required to complete a pre-employment physical, and/or drug screen at PSTA's expense.
- E. At Management's discretion, training may be required.
- F. The employee's classification and Authority seniority will be based on the employee's classification and Authority seniority at the time he/she was terminated. In other words, the amount of time that the employee was not employed by PSTA would not count toward the employee's classification and Authority seniority.
- G. The employee will be placed in the pay scale at the classification and step that the employee was in at the time of the employee's termination. The employee shall accrue benefits commencing with the employee's re-employment in accordance with the employee's seniority and this Agreement.
- H. Employee will be allowed to bid on any existing open run, shift, or extra board position until the next general run bid or general bid.
- I. Upon returning to work under these conditions, the employee will not be required to serve any probationary period.

### **Section 13. Tuition Reimbursement**

- 1. With prior approval, the Authority shall reimburse full time employees for approved training up to an amount of \$600 per fiscal year for tuition fees, provided that a passing grade of C or better is obtained by the Employee.
- 2. Approved training shall include courses which are related to the employee's present job or to promotional positions which are offered by an approved technical or trade school or an accredited college or university.

## ***ARTICLE 25 - DRUG/ALCOHOL TESTING***

**Section 1.** The purpose of this article is to support the goal of a drug-free work place and comply with applicable State and Federal Laws and regulations.

All employees covered by this bargaining unit shall be subject to the following drug and alcohol testing program:

- A. Reasonable Suspicion Testing. Any employee will be required to submit to a test

when the employer has a reasonable suspicion that the employee has used a prohibited drug or misused alcohol. The request to undergo a reasonable suspicion test will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the employee.

- B. **Post-Accident Testing.** Any employee that is involved in an accident shall be administered a drug/alcohol test. Post-accident shall include any occurrence involving a revenue service vehicle (whether in service or not) in which:
  - 1. A person dies
  - 2. An individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident, or
  - 3. A vehicle in the accident incurs disabling damage and is towed from the scene, or
  - 4. The PSTA vehicle involved has to be removed from revenue service as a result of the accident.
  - 5. Following such an accident, a urine specimen shall be collected as soon as possible but not later than thirty-two (32) hours after the accident. Alcohol tests must be performed within eight (8) hours.
- C. **Random Testing.** Any safety sensitive employee shall be subject to drug/alcohol testing on an unannounced and random basis. The employee names will be placed in a common pool and will remain in the random selection pool at all times, regardless of whether or not they have been previously selected for testing. Each employee name will be matched with a unique random selection number. The selection process will be unannounced as well as random. Numbers will be drawn on a weekly basis. Employees will be notified that they have been selected for testing only after they have reported for work. The actual testing will occur as soon as possible after notification.
- D. **Return to Duty Testing.** Any employee who tests positive for alcohol must pass a test prior to returning work, and the Employee Assistance Program (EAP) must determine that the employee may return to duty. An employee who is subject to such a test will be administered unannounced alcohol tests for at least sixty (60) months after the employee returns to work.

## **Section 2. Drug/Alcohol Testing Procedures**

The procedure for drug testing will include the following:

- A. A sample will be taken at a medical facility authorized by the Authority. At all locations, the sample will be sealed, and chain of custody procedures followed in transporting the sample to the testing facility. The testing will be done at the Authority's expense and will be conducted consistent with the Department of Health and Human Services (DHHS) regulations for drug testing programs.

- B. An employee who is tested (post accident and reasonable cause) will be placed on an administrative leave-with-pay status pending the outcome of the test(s). An employee shall return to duty as soon as possible after a random or return to duty test is taken.

**Section 3.** All testing results will be reviewed by a qualified medical review officer (MRO). The MRO will verify and validate the test results and determine whether each tested individual has passed the drug screen and alcohol test.

An MRO is defined as a licensed physician responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test results together with his or her medical history and any other relevant biomedical information.

**Section 4.** Any employee who refuses to take a drug/alcohol test will be terminated. Any employee who tests positive on a drug test shall be terminated. Any employee who tests positive on alcohol will be subject to discipline up to and including termination.

**Section 5.** When an employee requests Union assistance, PSTA will contact a Union officer following the chain of command designated on the Union organizational chart. However, in no instance will PSTA delay the substance test for more than one-half hour, while attempting to contact a Union official.

**Section 6.** Individual test results may be released to a third party only if the tested individual signs a specific written authorization to release the results to an identified person.

**Section 7.** Any employee who questions the results of a required test may request within seventy-two (72) hours of the results of the first test that an additional test be conducted. This test may be conducted at a different testing laboratory, provided the laboratory is certified by DHHS to meet 29 CFR Part 40 requirements. The testing must be conducted on the split specimen originally submitted to PSTA's laboratory and all costs for such testing are paid by the employee. If the re-test results in the employee passing the drug test, PSTA shall reimburse any costs collected in advance.

**Section 8.** Any employee who passes an alcohol test will immediately be returned to duty pending results of the drug test.

## ***ARTICLE 26 - TRANSIT OPERATIONS***

### **Section 1. Bus Operators**

#### **A. General Run Bids**

##### **1. Definition**

General Run Bids (line-ups) shall be the periodic opportunity for operator selection of work schedules which shall include regular fixed route work

and Extra Board positions.

2. Frequency

General Run Bids shall be held in January, May, and September of each year and shall go into effect not later than thirty (30) calendar days following completion of the bidding process.

3. Notice

A notice of each scheduled General Run Bid and each operator's scheduled bid date and time shall be posted not later than sixty (60) days from the implementation of the most recent General Run Bid. Said notice shall remain posted during the remainder of the General Run Bid period for all operators to see

4. Run Posting

Runs will be available for examination by operators for a period of not less than fourteen (14) calendar days prior to the start of bidding.

Runs shall include the time on and time off, relief location, penalty associated with the run, total weekly pay time and days off. For relief runs the above information will be shown for each daily assignment.

Extra Board positions shall have the regular days off posted. Days off for Extra Board operators may or may not be consecutive.

During the duration of the General Run Bid days off will not be changed on any run, unless there is a material change to a route that requires a re-cutting of runs.

5. Run Selection

Operators will be given a specific date and time to make their individual selection to the extent possible at all General Run Bids insofar as Seniority will permit. Under no circumstances will more than fifteen (15) minutes be allowed to make a bid. Operators will be expected to be familiar with the scheduled date and time they are to submit their personal bid.

Operators shall be responsible for either reporting in person to bid when it is their time to bid, or to leave a bid slip listing their choices of runs or Extra Board assignments with the Dispatch Office prior to departing the Garage on their run or after completion of their assignment(s) for the day. Operators shall leave a minimum of five (5) choices. Failure to report for the purpose of bidding or failure to leave a bid slip will result in an operator being passed so the next operator scheduled to bid may do so when it becomes his time to bid. Operators who are passed shall have until the next operator's posted time to bid before being passed.



Nothing in this Section shall preclude an operator from changing his choice of selections at anytime prior to the time he is scheduled to bid. Bid changes may be transmitted by telephone or radio.

6. Run Selection By Absentees

All operators on sick leave or vacation shall be responsible for checking the bid schedule to determine when they are to place their bid and shall leave a choice of at least five (5) selections in order of preference with the Dispatch Office. In the event that all of the operator's bid choices are taken when his turn to bid comes up, an attempt will be made to contact the operator by telephone or radio to allow the employee to place another bid selection.

In the event that the operator cannot be contacted, the operator shall be passed. Nothing in this section prohibits the operator from contacting the Dispatch Office or Bid Marshall to verify their bid selection while off or on sick leave or vacation.

Operators who are passed shall bid on whatever runs remain when they present themselves to the Dispatcher. When an operator is passed, the bidding shall go on to the next eligible operator. However, the bidding shall cease after the next eligible operator bids and will not resume until it is time for the next operator to bid in order to give the operator who was passed an opportunity to come in and bid. The Bid Marshall shall continue to wait until each subsequent time for bidding by the remaining operators for the day to allow for the absent operator to appear and make his bid. If, after all operators have bid that day, and the absent operator has not appeared for the purpose of bidding, the Bid Marshall shall begin accepting bids from the next day's schedule of operators, but such bids shall not be posted on the bid sheet until the posted start time for bidding the next day. When the absent operator does appear, he shall be allowed to select a run or assignment from the remaining list of runs or Extra Board slots.

Operators waiting until their assigned time to bid may leave a bid slip with the Bid Marshall or Dispatcher with at least one (1) alternate choice in case the absent operator appears and chooses the run or assignment that the junior operator desires. Operators may also bid ahead of the appointed time and date as long as no other operator bids out of seniority order.

Operators shall remain on their bid work for the entire period that the General Run Bid remains in effect, except as provided for in Subsection B - "Bump-Downs" of this Article and Section.

7. Hold-Downs

All Regular runs known to be open for a full pay week or more will become Hold-downs and shall be worked each week by those operators who bid the Extra Board. Any run that becomes open after 2:00 PM Wednesday of each week shall be worked from the rotating Extra Board.

Hold-downs shall be worked from the Extra Board as follows:

- a. The senior operator on the Extra board desiring the Hold-down shall take the Hold-down and shall work the schedule of the run. In this connection, and with seniority permitting, an operator will not be required to work the Hold-down in excess of one (1) week, but may rebid the Hold-down each week the run remains open.
- b. The Extra Board will be polled starting with the senior operator to determine the successful bidder of the Hold-down. Such operators must submit their choice of Hold-down not later than 1:00 PM on Thursday for the next week's work. If all Extra Board operators reject the Hold-down the operator with the least seniority will be assigned the Hold-down and shall work the Hold-down through the end of each week that the run remains an open Hold-down. If no Hold-down bid is received by 1:00 PM the operator will be placed on the rotating Extra Board, if available. If only runs are available, the operator will be passed and forced on the remaining open run.

If two or more operators fail to leave a bid, the runs will be assigned by seniority with the most senior operator being assigned the lowest run bid number available. The next senior operator will receive the next lowest run bid number, etc., until all runs are assigned.

- c. Regular runs which become open after the work week begins, and will remain open for an indefinite period of time shall be worked from the Extra Board for the remainder of the work week, and the Hold-down shall go into effect the following Sunday.
- d. Any run deemed to be a temporary or experimental work assignment will be worked from the rotating Extra Board as a Hold-down for the duration of the run. A temporary/experimental run shall not exceed sixty (60) calendar days in a General Run Bid period.
- e. Extra Board operators on Hold-down shall be considered as Regular operators.

## B. Bump-Downs

### 1. Material Change In a Run

Operators shall have the right between General Run Bids to choose different work assignments/schedules by virtue of a material change or

alteration to their runs. A Material Change shall be considered a pay time change of more than thirty minutes (:30) per day, or the run has had the regular days off changed.

Whenever this occurs, a bump procedure will be initiated as follows within five (5) weekdays of the posting of such change:

- a. The operator so affected will have the choice of rebidding the run, or bumping to a Regular run or Extra Board slot held by an operator with less seniority.
  - b. When an operator selects a Regular run held by a junior operator, or selects an Extra Board slot, the junior operator or Extra Board operator displaced shall have the option of bidding on the run, or Extra Board slot vacated by the senior operator or bump to work held by an operator with less seniority.
  - c. The process will continue until such time as all runs vacated by the bump(s) are filled. Once all vacated runs are filled, and the process is completed, the affected operators shall begin their new runs beginning with the next work week.
2. Unassigned Operators Returning from Leave of Absence, Family Leave or Workers' Compensation shall be assigned to the Extra Board, and shall enter at the bottom of the board the first day.
  3. New Runs and Permanent Run Vacancies
    - a. A new run is any run or Extra Board position that was not posted for bid at the General Run Bid.
    - b. Permanent Run Vacancies are those runs which are known to be open for the remainder of the General Run Bid period. (Such runs open for less than forty-five [45] days before the end of a General Run Bid period shall be worked as a Hold-down rather than posted for rebid.)
    - c. All new runs, permanent run vacancies, and vacant Extra Board positions shall be posted for bid not later than seven (7) calendar days after creation of the vacancy or new run. The posting shall remain up for one (1) entire work week during which time operators may bid as follows:
      - 1.) All operators may bid on any new run or Extra Board position that was not posted at the time of the General Run Bid. This includes any run which was posted, but has been changed by more than thirty minutes (:30) of pay time per day or has had the regular days off changed.
      - 2.) Only those operators junior to the operator who vacates a run or Extra Board position may bid such run/Extra Board

position.

In the event of a run being posted and not bid by the seniority roster, the run will become a hold-down and worked as outlined in Section 7 of this Article.

C. Extra Board

1. The Extra Board will be a rotating board which shall rotate in the following manner:
  - a. All open assignments shall be scheduled in order of seniority from the most senior operator to the least senior operator. At the beginning of each General Run Bid period, operators shall be assigned work with the most senior operator receiving the work assignments with the most pay time, the next senior operator receiving the second most pay time, etc., until all work is assigned.
  - b. For the remainder of the General Run Bid, operators shall be assigned work based on hours worked the previous day with the operator who received the work assignment with the least amount of pay time the day before getting the work assignment with the greatest pay time available for the day.
  - c. When two (2) Extra Board operators have the same number of pay hours worked on the previous day, the more senior operator shall receive the work assignment with more pay for the day.
2. Extra Board assignments are to be recorded showing the number of hours worked daily for each employee, and are to be retained in the Dispatch Office for review by the Representatives of the Union upon request. Daily assignments shall be posted a minimum of twenty-four (24) hours.
3. Work assignments that consist of regular bid runs which are normally worked by regular operators shall be posted to the Extra Board in full, and normally no regular run shall be divided up, exception being where runs exceed the established spread time for Extra Board as contained within this Subsection.
4. Whenever possible, Extra Board operators will be rolled into Open Work, Charters, and/or Standby before assigning work to regular off-day operators. Standby times will be determined by the Authority and posted at the time of the general run bid.
5. Extra Board operators present on Standby will be assigned work that day as follows:

- a. The first Standby operator will be assigned to the first open work (regardless of pay time) leaving the Garage or making a relief. If the assignment is a bidded or manufactured split, the remainder of the split will no longer be considered open and will be worked by the same operator unless other work opens up prior to the start of the second piece of the split.
- b. In the event the first Standby operator cannot be rolled into the next open assignment, the second Standby operator will be assigned to the next work (regardless of pay time) leaving the Garage or making a relief. This process shall continue until all operators have been given an assignment or released from duty for the day.
- c. When all Standby operators have been given an assignment, the Extra Board shall be rotated as follows except as noted in Section 5.d.:
  - 1.) Extra Board operators who are under eight (8) hours.
  - 2.) Extra Board operators who are over eight (8) hours in board seniority order for the day.
  - 3.) Off day operators with assignments under eight (8) hours.
  - 4.) Off day operators with assignments over eight (8) hours.
  - 5.) Unassigned available off day operators.
- d. If an assignment opens up that an operator reporting in for Standby can work, the assignment shall be worked by that operator. In this instance, the Extra Board would not be rotated as outlined in 5.c. of this section.
- e. Standby operators who are dispatched with a bus to a given location for the purpose of protecting schedules during critical work trip periods shall be the second Standby on the assignment work sheet where there are two (2) Standby operators assigned during the same time frame. In the event three (3) operators are assigned Standby during the same time frame, the third Standby operator shall be dispatched with a bus.

Operators performing Standby duty who are used on assignments which pay two (2) hours or less, trippers or in emergency situations to "plug" runs during breakdowns, accidents, etc., shall be dispatched in the same manner as above and shall continue on Standby duty upon returning to the Garage if the Standby period

has not elapsed. Such Standby operators shall return to their former Standby position.

- f. If an assignment requires an operator to work in excess of a thirteen (13) hour spread period for the day and the operator feels he cannot drive safely over a thirteen (13) hour spread period due to fatigue, the operator may reject the assignment. Once an operator rejects an assignment over thirteen (13) hours, the operator will be relieved from duty and paid only for hours worked.

If an Extra Board operator invokes the thirteen (13) hour rule and was scheduled a thirteen (13) hour assignment the day before, the operator will be rotated on the total number of hours of his pre-assignment.

If the Extra Board operator rolls into an assignment that day of thirteen (13) hours or more and invokes the thirteen (13) hour rule, he will be rotated on the total number of hours of the assignment he rolled into.

- g. A driver shall not be permitted or required to be on duty more than 72 hours in any period of seven consecutive days; however, any 24 consecutive hours of off duty time shall constitute the end of any such period of seven consecutive days. A driver who has reached the maximum 72 hours of on duty time during the seven consecutive days shall be required to have a minimum of 24 consecutive hours off duty prior to returning to on duty status.

When a bus operator is assigned to a piece of work that would violate the 72 hours if completed, they will be relieved as close to the 72nd hour as possible. The remainder of the piece of work will be assigned to another operator. Once an operator is off duty for 24 hours, that operator is allowed to return to work. The operator will be off duty for 24 hours from the time they are off the clock.

The uncovered piece of work will be assigned to an off day operator in seniority order if this happens during the scheduling process. In the event the 72nd hour occurs during the work day, the work will be put in the normal progression of dispatching work.

If an operator on the extra board is affected by the 72 hour on duty time, that operator will move laterally across the board for their next assignment. The extra board recap sheet will reflect the assignment that the operator can do and the pay code NC which will signify a 72 hour rule rest period.

In the event that an operator is pulled off from their normal work day for the 72 hour rule, (not off day work) any unpaid hours will count toward sweat time for the purpose of computing over time for the remainder of that week.

The operator on the 24 hour rest period will be assigned work which they can start after their rest period and the rest period will be without pay.

6. Extra operators who are required to report for the purpose of Standby for protecting runs, schedules, and service shall be paid their appropriate hourly rate for such protecting time with a minimum of three (3) hours for each Standby report, unless during such period an operator receives a work assignment in which case the operator will be paid Standby time up to the time of such work.
7. a. Assignments to off day operators who have signed up to work overtime shall not be made until Extra Board operators scheduled to work have received a full day's work, and it has been determined that no Extra Board operators can be rolled into additional open work. When regular operators and Extra Board operators have the same days off, and both have signed the work list, seniority will prevail and the senior operator will be given the extra work.

Regular off day operators who sign-up to work shall be given work from the list of open assignments with the senior most operator receiving the longest individual assignment; the next senior operator receiving the next longest individual assignment, and so forth until all off day operators receive work.

Open assignments shall be grouped, where possible, to allow rollovers; except for those rollover assignments which do not allow eight (8) hours of rest before the beginning of the next day's work assignments.

All operators who have signed to work on their regular day off will function as Extra Board operators, but are not guaranteed any Standby Assignment. However, if assigned to Standby, off day operators shall be rolled into any assignments that may come open during the day before bringing in off day operators with less seniority.

All operators working their regular day off shall work any run or assignment in its entirety, and no assignments shall be divided up. This shall include both regular bid work and open work that is pieced together by the Dispatcher (manufactured split). In the event an off day operator working Standby duty catches another Extra Board operator's work, he shall work all assignments originally assigned to the Extra Board operator, and no assignment shall be changed, except as provided for in Subsection C (4) of this Article.

- b. **Unscheduled Rest Rule** – An unscheduled rest rule is a piece of work which remains open the following day after the Extra Board is closed.

After all work is scheduled to the Extra Board, as outlined in Subsection 1. C, all open work remaining as the result of an application of the rest rule will be

assigned in order of seniority, starting with the most senior bus operator not prevented from working the assignment by the rest rule and who can report and work the assignment in its entirety.

Example: Operator A is senior to Operator B,  
Operator A works to 11:00 PM,  
Operator B works to 6:00 PM,  
A piece of work, due to an application of the rest rule, starts at 6:00 AM the next day, if unassigned, Operator A would not be offered the work and it would be offered to Operator B.

- No rest rules of ten minutes or less will be covered.
- All open rest rule work assignments will follow basic work week (overtime) and pay provisions as noted in Articles 10 and 19.
- Any operator assigned a stand-by rest rule assignment will be relieved from their stand-by or work assignment once the appropriate stand-by operator reports to work.

A stand-by rest rule is a stand-by position which is uncovered from its scheduled start time until the operator assigned that position reports for work.

Example: First out stand-by position is scheduled at 4:05 AM, the operator assigned to first out stand-by will report at 5:00 AM due to a rest rule. First out stand-by is now open from 4:05 AM to 5:00 AM.

- Any operator who accepts a rest rule work assignment and is then relieved from the assignment will still be eligible for additional work as long as all the procedures in Subsection 1. C. Note: Operators pulled from the unassigned available off day operators list will return back to that list and will only be offered additional work in seniority order.

If an operator is scheduled a rest rule stand-by assignment before their regular work assignment, these guidelines will be followed:

- There must be a minimum of one hour between the end of the stand-by and the beginning of their assigned run.
  - The total combined hours of the stand-by and their regular run must not exceed eleven hours.
8. Extra Board Assignments shall be posted by the Dispatcher each day not later than 5:00 PM for the following day. The Extra Board shall be posted where each operator can see it. Operators may call the Dispatch Office after 5:00 PM to find out what their assignment(s) is/are for the next day.

All Extra Board and off day operators shall be responsible for calling such office before it closes for the day, or personally checking the board posting before departing the Operations Center at the end of their work day. No assignment shall be assigned to an individual operator which does not allow at least eight (8) hours of rest between completion of their assignment that day and their next



day's assignment.

9. In the event an Extra Board operator or regular off day operator working the board is not assigned according to his position on the Extra Board and/or what his seniority calls for (off day operators), and he does not receive what he would have received had he been correctly assigned, the operator will be paid the difference between what he was actually paid, and what his correct assignment would have paid.
10. Extra Board operators and regular off day operators who have signed to work overtime may not refuse work, except as provided for in this Article.
11. Extra Board operators returning from sick leave, excused absence, or disciplinary suspension shall return to the Extra Board in the slot they held the last day they were scheduled to work.
12. An Extra Board operator will be guaranteed forty (40) hours each week if he completes all assignments given to him in accordance with his position on the Extra Board. Failure to complete an assignment or failure to qualify for an assignment due to lack of training, physical disability, or other reason shall result in the employee losing the difference between what he should have worked. Such difference will be deducted from the forty (40) hour guarantee.
13. All Extra Board operators are required to provide the Authority with a telephone number where they can be reached for work assignments.

D. Miss-Outs (Absence or Tardiness)

1. Operators are to report to their assigned duty station at their assigned report time for each work assignment, unless excused from work at least one (1) hour before, except for operators who have early morning reports of 5:15 AM or before who must report off no later than before their assigned report time. Operators are to report for mandatory assigned training at their assigned time, unless excused by the Transportation Manager or Safety and Security Manager prior to the training.

Operators who fail to report off as prescribed shall be credited with a "miss-out" which shall be entered into the employee's file for disciplinary purposes except as follows:

If an operator reports for work at the dispatch window, boards his bus, and departs the garage on time, but forgets to sign-in with the Dispatcher, there will be no "miss-out" charged to the employee's record for the first such offense. The employee shall receive an oral reminder to comply with the sign-in procedure the first time this occurs.

2. Operators who "miss-out" are to report to the Dispatcher at the earliest opportunity and shall be assigned work, if available as follows:
  - a. Regular operators and Extra Board operators who are normally scheduled to work on the day the "miss-out" occurs shall be

assigned to the bottom of the Extra Board, and shall receive work assignments after all Extra Board operators and off day operators previously assigned work that day have been rolled into open work where possible. Such operators who "miss-out" shall receive work ahead of bringing in unassigned off day operators to work overtime. In the event the operator does not report for duty, he shall serve any appropriate penalty starting with the next scheduled work day.

- b. Off day operators who "miss-out" shall be placed at the bottom of the "Off-Day Operator" list, and shall receive assignments only after all off day operators who have signed to work have received assignments.

3. Operators who "Miss-Out" shall be disciplined in accordance with the following procedures:

- a. 1st "Miss-Out" in 365 Calendar Days

Operator shall serve the day of the miss at the bottom of the Extra Board as specified in 2(a) or 2(b) of this section, whichever is applicable.

- b. 2nd "Miss-Out" in 365 Calendar Days

Operator shall serve the day of the miss at the bottom of the Extra Board as specified in 2(a) or 2(b) of this section, whichever is applicable.

- c. 3rd "Miss-Out" in 365 Calendar Days

Operator shall serve the day of the miss at the bottom of the Extra Board as specified in 2(a) or 2(b) of this section, whichever is applicable.

- d. 4th "Miss-Out" in 365 Calendar Days

Operator shall be suspended one (1) day starting with day of the miss. In the event the employee's regular off-days fall within the term of the suspension, the employee shall not be allowed to work.

- e. 5th "Miss-Out" in 365 Calendar Days

Operator shall be suspended for two (2) days starting with the day of the miss. In the event the employee's regular off-days fall within the term of the suspension, the employee shall not be allowed to work.

- f. Sixth "Miss-Out" in 365 Calendar Days

Operator shall be suspended for two (2) days starting with the day of the miss. In the event the employee's regular off-days fall within the term of

the suspension, the employee shall not be allowed to work.

g. Seventh "Miss-Out" in 365 Calendar Days

Operator shall be discharged.

E. Emergency Commitments

Operators may be assigned out of rotational or seniority order or reassigned from one assignment to another assignment in order to fill emergency commitments.

Emergency commitments are those assignments which require specialized training or equipment; unavailability of Extra Board or off day operators to perform the assignment; or last minute commitments which cannot be delayed.

In this connection, the Authority will assign the first available operator to the work. In the event such operator is not trained to perform the work, the Authority may relieve the junior Extra Board operator in seniority order who is qualified, and replace him with another operator in order to cover the emergency commitment, and said operator shall be made whole any pay time he otherwise would have been entitled to receive.

In all such cases, the Authority will provide the Union with verbal explanation of the reason for the emergency followed by a written explanation which shall be forwarded as soon as possible, but not later than three (3) work days following such event.

F. Miscellaneous Provisions

Management will attempt to schedule as many straight and continuous time runs as possible. Run bids will be made available to the Union for review prior to posting.

G. Overtime Sign-Up

1. All operators who desire overtime work, either in combination with their regular bid work, or on their regular days off shall sign-up with the Dispatch Office in accordance with Article 10, Section 9 of this Agreement.
2. Operators will be assigned extra open work according to their seniority position.
3. In the event a specific work assignment cannot be covered, the provisions of Subsection E. shall be applicable.

**Section 2. Maintenance General Provisions**

A. Shop General Bid

except as provided in subsection G.

The Maintenance Department shall hold three (3) general shift bids each year. The first bid shall be held during the first week in February and the second bid shall be held during the first week in June and the third bid shall be held during the first week of October. Any changes in shift bids shall become effective at the beginning of the first pay period following the bid in which said changes occurred, except as provided in Subsection 2.G below.

Shift bid sheets for the Shop General Bid will be posted at least seven (7) calendar days prior to the start of bidding.

The most senior employee in each classification shall have the right to the first bid; the second most senior employee in each classification shall bid next and this process shall continue until all employees have bid on a shift. Classification Seniority shall be the governing factor in all job/shift bidding. Employees shall bid only in their classification.

**B. Shop Vacancies and New Positions**

Vacancies and/or new positions in the Shop shall be posted and then filled in accordance with the following:

1. Vacancies and new positions shall be posted for bid for a period of seven (7) calendar days.
2. The posted notice shall indicate the job classification, pay range, hours and days to be worked, with a copy of the Classification job description attached.
3. The vacancy or new position shall be filled by the most senior qualified employee bidding from within the Maintenance Department Shop.
4. The successful bidder shall serve a one hundred eighty (180) calendar day probation period in which he shall be afforded the opportunity to demonstrate that he can perform his duties and responsibilities in a satisfactory manner, which shall include but not be limited to:
  - a. The employee shall be required to pass an examination consisting of written, oral, and on-the-job testing.
  - b. The examination shall utilize the Authority's job standards in effect at that time.
  - c. The Authority reserves the right to determine whether an employee is qualified.

If the employee fails to demonstrate such ability, he shall be returned to his former job classification prior to the completion of the one hundred eighty (180) calendar day probation period and the process for filling the vacant or new position shall be applied.

5. In the event there are no qualified or successful pre-qualified applicants for vacant or new positions, the Authority shall have the right to fill the vacant or new position(s) from outside the Authority.

C. Rest Periods and Clean-Up Time

1. Each employee shall be permitted to take two (2) fifteen (15) minute rest periods during his tour of duty. The first rest period shall be taken mid way during the first four (4) hours of the tour of duty and the second rest period midway during the last four (4) hours of the tour of duty. If overtime is required, the employee working the overtime shall be given an additional fifteen (15) minute paid break which shall commence with the completion of the employee's regular shift. In the event the employee works more than two (2) hours in the overtime assignment, he shall receive another fifteen (15) minute paid break.
2. Shop employees shall be granted a ten (10) minute period prior to the end of each shift for the purpose of cleaning work area, storing of tools, and wash-up.

D. Shop Overtime

1. Overtime work within each shop will be distributed equitably by seniority within each classification on a rotating basis. However, it is specifically understood and agreed that when an employee declines to work an overtime assignment, the hours he would have worked on said assignment shall be annotated on the employee's overtime worked record as time worked for purposes of equitable overtime distribution.
2. Employees desiring to work overtime shall indicate that desire by placing their name on the Overtime Sign-Up Form provided by management. If an employee signs up for overtime, but does not show up for his assignment or does not complete the assignment, the employee will be charged with an occurrence under the Occurrence Policy.
3. No employee shall be required to work either daily overtime or his regular days off, except as provided under Article 10, Section 6.

E. Schedule Posting

The scheduled hours of work/shifts for individual employees shall be posted in a conspicuous place and shall not be changed without at least seven (7) calendar days advance notice. Such schedules shall show the hour the shift begins, the period of relief for lunch, the quitting time, and days to be worked per week.

F. Lunch Period

1. Each employee is entitled to a non-paid thirty (30) minute lunch period. Said lunch period shall not commence before the beginning of the fourth

(4th) hour of the tour of duty and shall be completed by the beginning of the sixth (6th) hour of the tour of duty.

2. In the event an employee is unable to take his lunch period at the designated time due to being away from the Department shop to cover an accident or break-down, and the employee returns to the garage later than one (1) hour past his designated lunch period, the employee may exercise one of the following options:
  - a. Take a lunch period upon returning to the garage area.
  - b. Continue working and take the lunch period at the end of the work shift and leave early without loss of pay.
  - c. Continue working until the completion of the work shift and receive pay for working through the designated lunch shift at the appropriate overtime rate of pay.

G. Shift Changes - Shop

In the event of a shift opening due to a termination, the open shift shall be posted for bid no later than seven (7) calendar days after creation of the open shift. The posting shall remain up for seven (7) calendar days during which time the employees may bid as follows:

Only employees junior to the employee who vacated the shift shall be allowed to bid on the open shift(s).

In the event of a shift being posted and not bid by the seniority roster, the shift shall remain open.

Shifts open for less than 45 days shall remain open until the next scheduled shift bid.

H. Tool Allowance

1. Mechanics, Journeyman, Master Mechanics, and Facility & Equipment Maintenance employees who are required to furnish their own tools will be given an Annual Tool Allowance or will have the option to present original receipts for tool purchases up to \$300.00 up to thirty days prior to the employees anniversary date during each year of this Contract in the amount of \$300.00 to maintain their tools during the term of this Agreement. If the employee fails to submit receipts for tool purchases up to thirty days prior to their anniversary date, the employee shall receive the Annual Tool Allowance instead. The Annual Tool Allowance shall be paid each employee during the payroll period in which his Authority anniversary date falls.

Mechanics, Journeyman, Master Mechanics, and Facility Equipment

Mechanics shall be required to maintain an inventory of required tools per the tool inventory list provided the employee. The list will be updated annually and agreed upon by the Union and Management.

The allowance will be paid to the employees who have the required inventory of tools.

The employees shall have the option of purchasing tools from the Authority's vendor or from an outside vendor of their choice.

2. The Authority will pay for the repair or replacement of all air tools on the required tool lists which are damaged on the job for the Mechanics, Journeyman, Master Mechanics. Facility Equipment Mechanics will have their electric tools that are on their required tool list repaired or replaced by the Authority provided such tools are listed on their tool inventory with description of tool, make, model, and serial number and they must be industrial grade. The cost of repair or replacement will not be deducted from the employee's tool allowance.
- I. Training
1. Whenever a training session is available to PSTA mechanics, employees will be notified and those employees interested in the training session shall be permitted to sign up for the training session but management will determine the attendees from the sign up list. In this connection, management will attempt to rotate the training sessions among employees on the sign up sheet whenever possible; however, staffing levels on each shift will also be considered.

### **Section 3. Customer Service Representatives**

#### **A. Vacations**

At the time the Vacation Bid is posted each year, vacation weeks will be computed to the employee's next anniversary date which falls in the calendar year in which the vacation leave is to be taken. Only two (2) Customer Service Representatives are allowed to be off on scheduled vacation at a time. Vacation will be bid in order of seniority, for the following calendar year during the first week in November. Employees may take vacation time one (1) day at a time. However, during the bidding process, vacations will be bid only in weekly increments of forty (40) hours each. Once the vacation bid is over, Customer Service Representatives will then have the opportunity to request vacation time and Personal Leave Days one (1) day at a time subject to the requirement that only two Customer Service Representatives are allowed to be off on scheduled vacation at a time and one Customer Service Representative to be off on scheduled Personal Leave Day at a time.

If a Customer Service Representative cancels vacation time later in the year, he can reschedule his vacation on a first come, first serve basis for any time still

available, by submitting a signed and dated written vacation request. Customer Service Representatives also have the option of passing on the vacation bid and requesting vacation time at any time during the calendar year, by submitting a signed and written vacation request which will be assigned on a first come, first serve basis.

B. Shift Bidding

All shifts will be bid by seniority with the most senior Customer Service Representative bidding first.

All shifts will be bid three (3) times a year, at the same time as the bus operators, unless a full time shift is vacated due to termination. In this event, a new shift bid will be held, providing the shift is vacated any time between the effective date of the shift bid and no later than one (1) month before the end of the current work schedule.

Customer Service Representative bids will be posted for review at Park Street Terminal, Williams Park Terminal, Central Plaza and the telephone information room a minimum of seven (7) calendar days in advance of bidding. Bidding will not exceed seven (7) days and shall be completed at least five (5) weekdays before the start of the bid.

C. Overtime

Management will offer overtime work to Customer Service Representatives based on volunteering (in writing) in order of seniority.

Overtime assignments to off day Customer Service Representatives shall not be made until the Floater Customer Service Representative has received forty (40) hours of work. When regular Customer Service Representatives and the Floater Customer Service Representative have the same days off, and both have volunteered for overtime, seniority will prevail and the senior Customer Service Representative will be given the extra work.

Overtime will be assigned to off day Customer Service Representatives before it is assigned to Customer Service Representatives for work before and/or after their work shift.

Any Customer Service Representative who wishes to work overtime will volunteer in writing or electronic mail by 2:00 PM on Friday preceding the week that he wishes to work overtime. The week for this purpose will be Sunday to the following Saturday. If a Customer Service Representative does not volunteer, it will be assumed that the Customer Service Representative is not interested in working and will be passed for overtime assignments. All overtime work will be assigned on a seniority basis. If two or more Customer Service Representatives volunteer to work on the same day or for the same period of time, seniority will prevail.

Scheduling is done once a week on Fridays for the next week. Once a Customer



Service Representative has volunteered for overtime, it is his/her responsibility to call the Lead Supervisor of Customer Service for his/her assignment between 3:00 PM and 4:00 PM on the Friday preceding the work week. If the Customer Service Representative does not contact the Lead Supervisor of Customer Service for his/her assignment by 4:00 PM on the applicable Friday, the available work will be offered to the next senior Customer Service Representatives, until the work is filled.

In the event unscheduled overtime work becomes available, or no employee has volunteered for overtime, off day Customer Service Representatives will be called at their homes in order of seniority. If a Customer Service Representative does not answer and has voice mail, a message will be left to call in for an overtime assignment. If the assignment is for the following day, the Customer Service Representative has one hour from the time the message is left to respond. If no response is received within that one hour period, that Customer Service Representative will be passed for the overtime assignment. If the vacant shift needs to be covered immediately, and the Customer Service Representative does not answer, a message will be left, if he/she has voice mail, that states the Customer Service Representative was called for overtime work and that Customer Service Representative will be passed for overtime work.

#### D. Sick Time

Sick time, if available, may be used for medical, dental or optical appointments, if these appointments are scheduled during an employee's work hours, within the guidelines outlined in PSTA's Attendance Policy.

The Lead Supervisor of Customer Service is the designated person to be called if a Customer Service Representative is ill and unable to work. If the Lead Supervisor of Customer Service cannot be reached by phone, the Customer Relations Manager is the alternate designated person to be called.

In the event a Customer Service Representative is unable to report to work, he/she will be required to call the designated personnel a minimum of two (2) hours prior to his shift starting time, unless the shift starting time is 6:00 AM, and in that case he will be required to call in no later than one (1) hour before his shift starting time.

Customer Service Representatives shall be responsible for notifying the Customer Relations Manager (or designated alternate) no later than 3:00 PM the day before returning to work in order to work his regular shift. Customer Service Representatives who fail to report back for duty as prescribed will not be allowed to work their regular shifts if a replacement has already been scheduled.

#### E. Miscellaneous

Space will be provided on bulletin board in Telephone Information Room for Union Notices.

Any changes in lunch break times will be allowed providing the change is requested during the shift bid time, and the change does not adversely affect either another Customer Service Representative or the work coverage.

Call-in shall pay a minimum of three (3) hours. Call back shall pay a minimum of three (3) hours plus one (1) hour bonus.

A one dollar (\$1.00) per hour training pay shall be paid to assigned Customer Service Representatives when training new Customer Service Representatives.

Telephone head sets (not to be shared) shall be provided to all Customer Service Representatives when working in the Telephone Information Center.

Every attempt will be made to cover all vacant shifts by full time employees on their off time.

Customer Service Representatives may elect to take their break time at two fifteen minute breaks and a thirty (30) minute lunch time, or they may take the entire hour for lunch. The Lead Supervisor of Customer Service is to be notified at the time of the shift bid if a Customer Service Representative wants to take their break time in two (2) fifteen (15) minute intervals and the remaining thirty (30) minutes for lunch.

## ***ARTICLE 27 - GROUP INSURANCE***

**Section 1.** The Authority agrees to provide to each active full-time employee of the Bargaining Unit the following group insurance plans:

**A.** Health Insurance -

1. Effective October 1, 2012, the Authority shall pay \$717.00 per month towards health insurance coverage for each employee. Employees who elect coverage under any other health insurance plans offered by the Authority shall be responsible for paying any cost difference in premiums for such coverage in lieu of the basic health insurance plan.

2. Employees shall have the option of dependent coverage whereby the same insurance coverage provided the employee shall be extended to the employee's dependents, provided dependent coverage is offered by the Authority's Group Health Insurance carrier.

3. Effective October 1, 2013, any increase in the premiums for health insurance coverage for Fiscal Year 2014 over the premiums for similar coverage (single, single parent, couple, family) for Fiscal Year 2013 shall be shared 75% by the Authority and 25% by the employees. Effective October 1, 2014, any increase in the premiums for health insurance coverage for Fiscal Year 2015 over the

premiums for similar coverage for Fiscal Year 2014 shall be shared equally by the employee and the Authority.

- B. Life Insurance - The Authority will provide life insurance coverage equal to one hundred percent (100%) of each employee's annual earnings at no cost to the employee. The employee shall have the option to carry additional life insurance at his expense in accordance with those amounts offered by the insurance carrier.
- C. Dental and Eye Care - The Authority agrees to continue to provide Dental Health Coverage and Eye Care Coverage for each employee in the Bargaining Unit at no cost.

Employees shall have the option of covering their dependents under the Dental and Eye Care Coverage Plans and said expense for such coverage shall be paid by the employee through payroll deduction. Dependent coverage may be dropped, however, only as provided for by the insurance carriers.

**Section 2.** Where allowable under the various group insurance plans provided by the Authority, retirees shall be permitted to continue participation in the hospitalization, life, dental and eye care plans provided by the Authority and the expense of said coverage shall be the responsibility of the retired employee unless the employee has opted to use his Sick Time Fund for this purpose as provided for in Article 17 - Sick Leave.

**Section 3.** Employees on Workers Compensation shall be responsible for all insurance premiums while in an in-active duty status. Employees shall be responsible for making premium payments. Employees who do not make the necessary premium payments shall be dropped from the plan. Upon return from leave, employees who have not made all premium payments shall have \$75.00 deducted from each bi-weekly paycheck until paid in full. Employees who permanently leave the Authority will have the full amount of premiums due withheld from their final payroll check.

**Section 4.** The Authority reserves the right to change carriers or plans, in order to avoid increases in costs.

## ***ARTICLE 28 - RETIREMENT SYSTEM***

**Section 1.** Authority Contribution - It is agreed that the Authority shall continue to make contributions to the Florida Retirement System.

**Section 2.** Unit employees who are off work in excess of thirty (30) calendar days and who do not earn the stipulated minimum earnings during a given monthly period shall be responsible for submitting all appropriate forms and verifications to the Florida Division of Retirement. The required forms will be provided the employee by the Authority upon the employee's request.

## ***ARTICLE 29 - SAVINGS CLAUSE***

**Section 1.** If any article or section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

**Section 2.** In the event of invalidation of any article or section, both the Authority and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

### ***ARTICLE 30 - ENTIRE AGREEMENT***

**Section 1.** During the negotiations which resulted in this Agreement, each party had the right and opportunity to make proposals with respect to subjects or matters not removed from law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.

The Authority and Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated this Agreement, unless otherwise provided for herein.

### ***ARTICLE 31 - DURATION***

**Section 1.** Except as otherwise provided, this Agreement shall take effect on October 1, 2012 and shall remain in full force and effect until its expiration date September 30, 2015.

**Section 2.** Should either party desire to terminate, change or modify this Agreement, it shall notify the other party at least 120 days prior to the expiration date. In the event such notice is given, negotiations for a replacement/follow-on labor agreement shall begin at a mutually agreeable time.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their

duly authorized Representatives on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2012.

APPROVED: \_\_\_\_\_

Brad Miller, Chief Executive Officer  
PINELLAS SUNCOAST TRANSIT AUTHORITY

APPROVED: \_\_\_\_\_

Oaksin O'Hara, President  
Tampa Bay Area Transit Workers Union, Inc.

## ***APPENDIX "A"***

### **Operations Department**

Bus Operators

### **Maintenance Department**

Master Mechanic

Master Mechanic – Paint & Body

Journeyman Mechanic

Journeyman Mechanic – Paint & Body

Mechanic

Service Attendant

Facility & Equipment Maintenance Worker

Building & Grounds Maintenance

Inventory Control Clerk

### **Marketing Department**

Customer Service Representatives



## APPENDIX “B”

Effective October 1, 2012

### Pinellas Suncoast Transit Authority Proposed PSTA Management Offer to TBATWU Represented Employees

Effective October 1, 2012

Job Classification	Entry Step 1	12 Months Step 2	24 Months Step 3	36 Months Step 4	48 Months Step 5	54 Months Step 6	60 Months Step 7
Bus Operator	11.65	11.90	12.94	14.07	15.28	16.61	20.59
Facility & Equipment Mechanic	15.15	15.40	16.41	17.42	18.43	19.44	23.07
Master Mechanic	15.15	15.40	16.41	17.42	18.43	19.44	23.07
Journeyman Mechanic	12.99	13.23	14.23	15.30	16.41	17.61	21.09
Mechanic	13.13	13.80	14.50	15.24	16.02	16.84	17.76
Service Attendant	9.98	10.09	10.48	10.82	11.27	11.81	14.44
Building/Grounds Maintenance	9.43	9.55	10.03	10.48	10.83	11.37	13.46
Inventory Control Clerks	10.35	10.52	11.23	12.09	13.00	13.92	16.99
Customer Service Representative	10.35	10.52	11.23	12.09	13.00	13.92	16.99

## APPENDIX B-1

Effective October 1, 2013

Job Classification	Entry Step 1	12 Months Step 2	24 Months Step 3	36 Months Step 4	48 Months Step 5	54 Months Step 6	60 Months Step 7
Bus Operator	11.77	12.02	13.07	14.21	15.43	16.78	20.80
Facility & Equipment Mechanic	15.30	15.55	16.57	17.59	18.61	19.63	23.30
Master Mechanic	15.30	15.55	16.57	17.59	18.61	19.63	23.30
Journeyman Mechanic	13.12	13.36	14.37	15.45	16.57	17.79	21.30
Mechanic	13.26	13.94	14.65	15.39	16.18	17.01	17.94
Service Attendant	10.08	10.19	10.58	10.93	11.38	11.93	14.58
Building/Grounds Maintenance	9.52	9.65	10.13	10.58	10.94	11.48	13.59
Inventory Control Clerks	10.45	10.63	11.34	12.21	13.13	14.06	17.16
Customer Service Representative	10.45	10.63	11.34	12.21	13.13	14.06	17.16



## APPENDIX B-2

Effective October 1, 2014

Job Classification	Entry Step 1	12 Months Step 2	24 Months Step 3	36 Months Step 4	48 Months Step 5	54 Months Step 6	60 Months Step 7
Bus Operator	11.89	12.14	13.20	14.35	15.58	16.95	21.01
Facility & Equipment Mechanic	15.45	15.71	16.74	17.77	18.80	19.83	23.53
Master Mechanic	15.45	15.71	16.74	17.77	18.80	19.83	23.53
Journeyman Mechanic	13.25	13.49	14.51	15.60	16.74	17.97	21.51
Mechanic	13.39	14.08	14.80	15.54	16.34	17.18	18.12
Service Attendant	10.18	10.29	10.69	11.04	11.49	12.05	14.73
Building/Grounds Maintenance	9.62	9.75	10.23	10.69	11.05	11.59	13.73
Inventory Control Clerks	10.55	10.74	11.45	12.33	13.26	14.20	17.33
Customer Service Representative	10.55	10.74	11.45	12.33	13.26	14.20	17.33

For the following employee only:

Julio Silva (rate applies only as Building/Grounds Maintenance)  
\$14.59 for the entire time of this Agreement.

## **APPENDIX "C"**

### **PINELLAS SUNCOAST TRANSIT AUTHORITY ATTENDANCE CONTROL POLICY**

All jobs at PSTA are important. For the Authority to operate effectively and efficiently, it is necessary for all employees to be at work during scheduled working hours, with the exception of time off either granted by Authority policy or mandated by law. The Authority does realize employees will be absent on occasion due to bona fide illness, personal business, or emergencies. The purpose of this policy is to clarify the Authority's attendance standards, define what an absence is and the procedures to be used to control absenteeism.

An occurrence is defined as an absence. The types of leave that count as occurrences, whether paid or unpaid, are:

1. Employee Illness
2. Excused Absence Without Pay (except as outlined in #6 of this policy)
3. Doctor's Appointment With No Medical Verification

Exceptions to this policy are as follows:

1. An approved leave for Union business shall not be considered an occurrence.
2. Approved leaves of absence of the equivalent of one full work week (four or five consecutive days not necessarily in the same payroll week) will not count as an occurrence. This means that approved leaves of absence of less than the equivalent of one full work week will be counted as an occurrence.
3. Three verifiable emergency days in any given twelve month period shall not count as occurrences. Emergencies are defined as medical emergencies for immediate family members which include parents, spouse, children and domestic partners only. Emergencies also include school emergencies for dependent children whether medical or otherwise, and a car accident involving the Employee on his way to work at PSTA on the day of the occurrence where a law enforcement agency is called to the accident scene (the employee must provide PSTA with a copy of the police crash report). The emergency must be verified with appropriate documentation within three days. The Authority has the right to determine the authenticity of the documentation.
4. Absences due to doctor's (including dentist and chiropractor) appointments of four hours or less shall not count as an occurrence. Employees must request the leave by 1:00 PM the day prior to the appointment. Any such absence shall require a medical release or certificate verifying said appointment upon employee's return to work. All employees are urged to make every attempt to schedule doctor's appointments on their day off. Absences for medical appointments that have not been requested within the above time limits shall be counted as an occurrence.

5. Absences as a result of being subpoenaed to a documented court appearance. This shall not include any cases in which the employee is the plaintiff in legal proceeding(s) where PSTA and/or any other employee is the defendant.
6. Three (3) no-pay excused days in any given calendar year will not count as an occurrence if a request is submitted to and approved by the applicable department manager based on the availability of sufficient employees in the respective department. The request shall be submitted no later than 1:00 PM the day before the requested time off.

### ***DISCIPLINARY ACTION***

<b>STEP</b>	<b>OCCURRENCES</b>	<b>DISCIPLINARY ACTION</b>
ONE	SEVENTH	COUNSELING
TWO	EIGHTH	WRITTEN WARNING
THREE	NINTH	ONE DAY SUSPENSION
FOUR	TENTH	THREE DAY SUSPENSION
FIVE	ELEVENTH	TERMINATION

Occurrences shall be counted as a single occurrence regardless of the number of days as long as the employee has not returned to work and completed a full day's assignment. Discipline for absences shall be administered in a progressive manner (as outlined above) based on the number of occurrences in any given twelve (12) month period ending with the latest occurrence. Employees shall be notified of an infraction within fifteen (15) calendar days of the occurrence. Starting with the sixth occurrence, employees must present original documentation which pertains to the dates of the illness from a physician or appropriate documentation for any other absence upon return to work. PSTA reserves the right to require a certification of illness by a physician or chiropractor if there is doubt as to the employee's illness.



**PSTA**

**BUS OPERATORS  
CUSTOMER SERVICE  
REPRESENTATIVES  
MAINTENANCE DEPARTMENT**

**GENERAL RULES**

**October 1, 2012**

R. 9/27/12

## ***GENERAL RULES***

Since PSTA is publicly owned and operated, each person employed by PSTA is, in effect, a "Public Employee".

You are part of a highly personal industry and our success depends on the manner in which you perform your duties. Steady attendance, adherence to schedules and instructions, and respect for your passengers and for other motorists all ensure that the public receives the best service possible. It is the responsibility of all employees of PSTA to provide the best service in the most efficient manner, and by adhering to these rules, regulations, policies, and procedures you can be sure of doing your part for the betterment of public transportation in Pinellas County.

These General Rules do not and cannot address every conceivable situation. PSTA has issued and will in the future issue policies and procedures addressing situations not fully addressed by these General Rules. Employees shall adhere to those policies and procedures properly issued by PSTA. Disciplinary action for failure to comply with those policies and procedures shall be in accordance with the guidance provided in the applicable policies and procedures. Employees are to direct any and all problems to their Managers, Directors Superintendent or Lead Supervisor for clarification. If no one from management is immediately available and action must be taken immediately, employees are to act in their own best judgment and inform a Supervisor as quickly as possible of the problem and the means that you took to correct it.

The following rules are provided for employees to abide by:

### **ADHERENCE OF RULES**

Employees shall be in compliance with all rules, orders, bulletins, instructions and PSTA's Substance Abuse and Anti-Harassment policies. Ignorance on the aforementioned will not be accepted as an excuse of failing to comply.

Imposing discipline shall be consistent with the time frames specified in the labor agreement.

## ***GROUPS OF OFFENSES***

### **GROUP I OFFENSES AND RECOMMENDED DISCIPLINARY ACTION**

Violation of the following rules shall be grounds for immediate discharge:

1. Use or possession of alcohol within four hours of reporting to duty, or during the hours an employee is on call, or use or possession of, under the influence of, controlled substances (except a drug prescribed by a licensed medical doctor), or narcotics with the intent to work or while on duty.
2. Falsifying a report, timesheet/timecard (including punching another employee's timecard or allowing your timecard to be punched by another employee), or a certificate or declaration of injury or sickness.

3. Unauthorized possession of a firearm or any illegal weapon while on duty or on PSTA premises, as defined by PSTA Policy 08 dated 7/27/99, except for any firearm legally owned by the employee, that the employee lawfully possesses and locks inside or to a private motor vehicle in a PSTA parking lot, as set forth in the Preservation and Protection of the Right to Keep and Bear Arms in Motor Vehicles Act of 2008, § 290.251, Fla. Stats, et seq.
4. Theft, including failure to turn in lost and found articles.
5. Conviction of a felony.
6. Lewd or lascivious behavior, including but not limited to any behavior that could be interpreted as obscene, indecent, sexually suggestive, perverse, vulgar, or any behavior intended to elicit a sexual response or excite a desire for sexual satisfaction.
7. Falsifying an accident/incident report that involves damages to a PSTA vehicle, another vehicle, PSTA property, a fixed object or involving bodily injury, whether suffered by the PSTA employee involved in the accident/incident or another person and whether actually suffered or claimed to be suffered.
8. AWOL - failure to contact the Dispatcher, Transportation Lead Supervisor, Transportation Manager, Customer Service Lead Supervisor, Customer Relations Manager, Supervisor or Lead Man on three (3) consecutive days of absence.
9. While in uniform, regardless of whether an employee is on duty or off duty, the employee shall not participate in any illegal activity while wearing company uniforms or parts of a uniform that would identify them as a PSTA employee. A violation of this Rule does not require that an employee be convicted of a crime.
10. Driving a PSTA vehicle without a valid, proper Florida license or with a suspended or expired license. Provided, however, an employee may present documentation to show that he/she did not know his/her license was suspended or expired.
11. Vandalism or willful damage to PSTA property or equipment, or to another employee's property or equipment while on PSTA premises.
12. Fighting or any physical violence on PSTA property or while on duty, except to prevent personal injury, use, threaten to use or brandishing a weapon or some item as a weapon on PSTA property or while on duty, except if in self-defense.
13. Involved in any one accident that results in death or serious bodily injury ("serious bodily injury" means an injury which consists of a physical condition that creates a substantial risk of death, loss of any bodily member or organ, or paralysis) that is caused by the employee's negligence. The employee will be considered to have been negligent if as a result of such an accident he/she is determined to have violated any local, state, or federal law in connection with the accident.

14. Using a cell phone, "Blue Tooth," other wireless or non-wireless headphones, or other electronic devices, including but not limited to sending or reviewing text messages or emails that results in an accident causing death or serious bodily injury ("serious bodily injury" means an injury which consists of a physical condition that creates a substantial risk of death, loss of any bodily member or organ, or paralysis.)

## GROUP II OFFENSES AND RECOMMENDED DISCIPLINARY ACTIONS

Violation of the following rules shall result in the following discipline:

First Violation: Written warning and two (2) day suspension

Second Violation: Discharge

1. Insubordination. [DEFINITION = Insubordination is the blatant and willful refusal by an employee to carry out his/her work assignment(s).]
2. Use of alcoholic beverages in public off duty while in uniform.
3. Relieving the call of nature on or around PSTA vehicles, property, or in any place other than in a restroom.
4. Sleeping while on duty (including in a PSTA vehicle, provided, however, that this rule shall not apply to on-duty stand-by Operators.
5. The use of profanity, obscene gestures and threats.
6. Practical jokes, horseplay, or pranks that cause physical injury to another employee.
7. Unauthorized use of PSTA revenue vehicles.
8. Allowing an unauthorized person to operate a PSTA vehicle.
9. Failure to report a citation for a traffic violation while operating a PSTA vehicle. Note: Florida Law requires the holder of a Commercial Driver's License (CDL) to report any driving convictions to his/her employer regardless of the time, duty status, or vehicle.
10. Reckless driving on PSTA property in a private or PSTA vehicle.
11. Leaving the property during scheduled shift or paid break time without Supervisor approval.
12. Failure to report an incident as defined in the Bus Operators' Procedure Manual, of which the Bus Operator has actual or constructive knowledge (he/she knew or should have known of the accident/incident) to his/her immediate supervisor within the timeframes provided in the Bus Operators' Procedure Manual.



13. Allowing unauthorized persons to enter the Customer Service Centers.
14. Failure of a maintenance employee to properly fuel a PSTA vehicle.
15. Failure to report damage to PSTA shop equipment, property or vehicles of which the maintenance employee has actual or constructive knowledge (he/she knew or should have known of the damage) to his/her immediate supervisor.
16. Using a cell phone, "Blue Tooth," other wireless or non-wireless headphones, or other electronic devices, including but not limited to sending or reviewing text messages or emails, while operating a PSTA vehicle.
17. Intentionally endangering, taking action to endanger, or refusing to take action so as to cause to endanger the life, safety, and health of PSTA employees, customers and members of the public.
18. Failure by a Customer Service Representative to contact the Lead Supervisor of Customer Service or Customer Relations Manager that he/she is unable to report to work, as specified in the Collective Bargaining Agreement, Article 26, Section 3(D).

### GROUP III OFFENSES AND RECOMMENDED DISCIPLINARY ACTIONS

Violation of the following rules shall result in the following discipline:

First Violation: Written warning

Second Violation: Written warning and one (1) day suspension

Third Violation: Final warning and three (3) day suspension

Fourth Violation: Discharge

1. Discourtesy, disrespect, or any offensive behavior that would have a harmful effect on PSTA's public image, operations or employees.
2. Substandard job performance. (DEFINITION = Inability to perform work and duties with reasonable efficiency, poor work, or incompetence).
3. Practical jokes, horseplay, or pranks that are harmful to another employee.
4. Reading books, magazines, or newspapers while operating a revenue service vehicle unless it is at a terminal or the EOL on a designated layover.
5. Misuse of PSTA photo identification pass.
6. Breach of confidentiality. (Releasing information at an accident scene to anyone other than a PSTA Supervisor or Police Officer. Releasing any confidential record, medical record, or EAP record on any PSTA employee to the public.)

7. Leaving a bus, a PSTA vehicle, or work location while on duty without the permission of a Supervisor or Dispatcher (unless the vehicle is at a terminal on a designated layover). Should it become necessary for an Operator to leave the vehicle, he/she shall notify the Radio Communication Center upon leaving or returning to the vehicle.
8. Failure to follow the public schedule or leaving a time point on a route more than two minutes early.
9. Failure to carry out instructions on the Operators' paddle being off route (including deadhead instructions).
10. Failure to challenge an appropriate fare.
11. Smoking in PSTA vehicles, in PSTA buildings, or on PSTA property that prohibits smoking.
12. Failure to accommodate disabled riders by denying the use of the lift, kneeling device, and proper securement devices when the vehicle is so equipped.
13. Failure to announce bus stops pursuant to the Americans With Disabilities Act (ADA) policy.
14. Failure to follow the Bus Operators' Procedure Manual.
15. Use of MP3 or other portable music or video players, cassette players, CD players of any kind while operating revenue service vehicles
16. Failure to make necessary reports related to employee's job duties.
17. Taking an unauthorized lunch or break.
18. Failure by a maintenance employee to complete and submit an Accident/Incident report to their immediate supervisor within twenty-four (24) hours of the accident/incident.
19. Failure to observe safety rules or common safety practices (not wearing safety glasses or respirators, careless operation of fork lift, truck, etc.)
20. The improper use and/or care of PSTA shop equipment, tools, materials, etc. (such as mishandling respirators, not properly cleaning paint equipment or storing shop equipment and company tools after use).
21. Operating a PSTA forklift without first being trained and instructed in its use.
22. Failure to follow instructions issued by a Supervisor.
23. Unauthorized use of PSTA non-revenue vehicles.

24. Having in your possession a "Blue Tooth," or other wireless or non-wireless headphones, or other electronic devices while operating or performing maintenance activities on a PSTA vehicle. [Possession is defined as: exposed, attached to your body or attached to the employee's clothing, in your hand, or any clip devices which results in the wearing of a phone electronic device or ear piece]. All personal wireless communication devices must be turned off while occupying the driver's seat.

Operators may use these devices at a layover area, transfer station, or terminal. In an emergency where cell phone use is required, the operator must stop the vehicle at a safe location, set the parking brake, put the transmission in neutral, and inform the Radio Communications Center (RCC) or immediate supervisor of the need to use the device.

Maintenance Department and Customer Service Representatives driving a PSTA vehicle must also pull over to a safe location and secure the vehicle, if they need to use their phone in the event of an emergency. Maintenance employees are not allowed to use a cell phone while on the shop floor.

25. Failure to provide proper documentation upon return to work from employee illness or absence as outlined in the Attendance Control Policy.

#### **GROUP IV OFFENSES AND RECOMMENDED DISCIPLINARY ACTIONS**

***Violation of the following rules shall result in the following discipline:***

***First Violation: Verbal Warning***

***Second Violation: Written Warning***

***Third Violation: Written Warning and one day suspension***

***Fourth Violation: Final Written Warning and Three day suspension***

***Fifth Violation: Termination***

1. Performing personal business while on duty.
2. Improper use or personal use of the PSTA radio system
3. Knowingly removing a PSTA vehicle from PSTA property that is "on-hold".
4. Parking on PSTA property in areas where employee parking is prohibited and failure to take safety measures when driving or parking a PSTA vehicle.
5. Loitering in or around the Maintenance garage; or engaging in unnecessary conversation with other personnel, or interfering with their work.
6. Employees shall not permit unauthorized persons into work areas, i.e., garage, fuel lane, at any time. Employees or unauthorized persons shall not be allowed in the Administrative Building after the close of business hours.
7. Working on personal or private vehicles on PSTA property is prohibited, except in

the following cases:

- A. Vehicle is broken down and cannot be removed from the property without a tow truck and repairs can be made in one (1) hour or less.
  - B. Changing of a tire.
  - C. The use of a booster cable or booster battery.
- 8. Gambling while on duty or on PSTA property.
  - 9. Failure to complete a pre-trip inspection.
  - 10. Reporting for work in an unauthorized uniform or not following the personal appearance hygiene requirements listed in the Bus Operators' Procedure Manual.
  - 11. Failure to follow the public schedule or leaving a time point on a route less than two minutes early.

The Tampa Bay Area Transit Workers Union, Inc. and the Pinellas Suncoast Transit Authority (PSTA) acknowledge that the attached General Rules are a true and correct copy of the General Rules agreed to by the parties during labor negotiations and were ratified and approved by the Union members and the PSTA Board of Directors. The General Rules will become effective on October 1, 2012. The revisions in these General Rules will not apply to any actions or conduct taken prior to October 1, 2012, even if the grievance or arbitration is pending on or after October 1, 2012.

ACKNOWLEDGED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Brad Miller, Chief Executive Officer  
Pinellas Suncoast Transit Authority

ACKNOWLEDGED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Oakie O'Hara, President  
Tampa Bay Area Transit Workers Union, Inc.

# **LABOR AGREEMENT**

**BETWEEN**

**PINELLAS SUNCOAST TRANSIT AUTHORITY**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION**

**FLORIDA PUBLIC SERVICES UNION**

**REPRESENTING PSTA SUPERVISORY EMPLOYEES  
OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2014**

## **TABLE OF CONTENTS**

<a href="#"><u>ARTICLE 1 - PREAMBLE.</u></a>	1
<a href="#"><u>ARTICLE 2 - NON-DISCRIMINATION.</u></a>	1
<a href="#"><u>ARTICLE 3 - NO STRIKE.</u></a>	1
<a href="#"><u>ARTICLE 4 – MANAGEMENT’S RIGHTS.</u></a>	1
<a href="#"><u>ARTICLE 5 - RECOGNITION AND AUTHORIZED REPRESENTATIVES.</u></a>	2
<a href="#"><u>ARTICLE 6 - CHECKOFF.</u></a>	3
<a href="#"><u>ARTICLE 7 - BASIC WORK WEEK - OVERTIME.</u></a>	4
<a href="#"><u>ARTICLE 8 - PROBATION.</u></a>	6
<a href="#"><u>ARTICLE 9 - SENIORITY, LAYOFF AND RECALL.</u></a>	6
<a href="#"><u>ARTICLE 10 - JURY DUTY/COURT ATTENDANCE.</u></a>	8
<a href="#"><u>ARTICLE 11 - FUNERAL LEAVE.</u></a>	9
<a href="#"><u>ARTICLE 12 - MILITARY LEAVE.</u></a>	9
<a href="#"><u>ARTICLE 13 - VACATION LEAVE.</u></a>	12
<a href="#"><u>ARTICLE 14 - SICK LEAVE.</u></a>	14
<a href="#"><u>ARTICLE 15 - HOLIDAYS.</u></a>	16
<a href="#"><u>ARTICLE 16 - GROUP INSURANCE.</u></a>	17
<a href="#"><u>ARTICLE 17 - RETIREMENT SYSTEM.</u></a>	18
<a href="#"><u>ARTICLE 18 - GENERAL PROVISIONS.</u></a>	19
<a href="#"><u>ARTICLE 19 - DISCIPLINARY ACTION.</u></a>	21
<a href="#"><u>ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE.</u></a>	22
<a href="#"><u>ARTICLE 21 - PAY PROVISIONS.</u></a>	25
<a href="#"><u>ARTICLE 22 - ENTIRE AGREEMENT.</u></a>	26
<a href="#"><u>ARTICLE 23 - SAVINGS CLAUSE.</u></a>	27
<a href="#"><u>ARTICLE 24 - PREVAILING PRACTICES.</u></a>	27
<a href="#"><u>ARTICLE 25 - DURATION, MODIFICATION AND TERMINATION.</u></a>	27
<a href="#"><u>APPENDIX A.</u></a>	29
<a href="#"><u>APPENDIX B.</u></a>	30
<a href="#"><u>APPENDIX C.</u></a>	31
<a href="#"><u>EXHIBIT</u></a>	

## ***ARTICLE 1 - PREAMBLE***

THIS AGREEMENT is entered into September 26, 2012, between the PINELLAS SUNCOAST TRANSIT AUTHORITY, hereinafter referred to as "Authority" and SERVICE EMPLOYEES INTERNATIONAL UNION, FLORIDA PUBLIC SERVICES UNION, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to ensure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, to set forth herein the full agreements between the parties concerning wages, hours, and terms and conditions of employment. It is understood that the Authority is engaged in furnishing a public service, that vitally affects the health, safety, comfort and general wellbeing of the public and both parties hereto recognize the need of continuous and reliable service to the public. Whenever the masculine pronoun is used in the Agreement, it shall apply to both the male and female employees as the case may be.

## ***ARTICLE 2 - NON-DISCRIMINATION***

The Authority and Union agree there will be no discrimination in hiring, promotion or other aspects of employment because of race, creed, color, national origin, age, sex or other reasons as set forth in Title VII of the Civil Rights Act of 1964, as amended, against any employee of the Transit Authority. Arbitration decisions pertaining to this Article shall be advisory only.

## ***ARTICLE 3 - NO STRIKE***

The Union agrees that during the term of this Agreement, it will not authorize, instigate, condone, excuse, ratify or acquiesce in any strike, slowdown, work stoppage or any other like or similar activity engaged in or supported by Union members or any agents or representatives of the Union or its affiliates likely to interfere with the efficient operation of the Authority.

## ***ARTICLE 4 - MANAGEMENT'S RIGHTS***

**Section 1.** The Authority reserves, retains and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provisions of this Agreement. The sole and exclusive rights of management include, but are not limited to, the following:

- A. To manage the Authority generally and to determine the issues of policy;
- B. To determine the nature, manner, means, and technology, and extent of service to be provided to the public;
- C. To determine and/or change the facilities, methods, technologies, means and size of the work force by which the Authority operations are to be conducted;



- D. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all Authority functions, including, but not limited to, the right to contract for or subcontract any work or operation of the Authority;
- E. To assign work to and schedule employees in accordance with requirements as determined by the Authority, and to establish and change work schedules and assignments;
- F. To relieve employees from duties for lack of work, lack of funds, or any other legitimate reason;
- G. To determine job classifications and to create, modify or discontinue classifications;
- H. To determine policies, procedures, and standards for selection, training and promotion of employees;
- I. To establish and/or modify rules, regulations and standards pertaining to employee performance and business operating procedures.

**Section 2.** If in the sole discretion of the Executive Director it is determined that civil emergency conditions exist or may exist, including, but not limited to, riots, civil disorders, hurricane conditions, strikes, or similar catastrophes or disorders, this Agreement may be suspended by the Executive Director during the time of the declared emergency. Further, a discharge, suspension, demotion or other discipline occurring during such emergency may be pursued as a grievance under the terms and within the limitations of Article 19 upon the termination of the emergency. The date of termination of the emergency shall be considered the first day under the grievance procedure.

**Section 3.** Nothing in this Agreement is intended to nor shall be construed to waive any rights granted to the Authority under §447.4095, Fla. Stats.

## ***ARTICLE 5 - RECOGNITION AND AUTHORIZED REPRESENTATIVES***

**Section 1.** The Authority hereby recognizes the Union as the exclusive bargaining representative as defined in Chapter 447, Florida Statutes, as amended, for all employees employed in the unit defined by the Public Employees Relations Commission in its certification number 984, dated April 14, 1992.

**Section 2.** The Authority agrees that it will deal only with the authorized representative of the Union in all matters requiring mutual consent or other official action called for by this Agreement. The Union agrees to notify the Authority of the name of such authorized representatives as of the execution of the Agreement and each replacement thereof during the term of the Agreement. Authorized representatives shall be defined as the elected officers of the Union and duly elected or appointed stewards, provided that prior notification has been provided to the Office of the Executive Director. Absent such notification, the Authority is under no obligation to recognize an individual as an authorized Union representative.

### **Section 3. Administrative Leave Time**

- A. Union Officers and Stewards who are employees of the Authority shall be allowed to take time off with pay for the following:
  - a. Step 1 and 2 Grievance Hearings.

b. Consultations.

No more than two Union officers and stewards shall be entitled to take leave with pay under this Section for any grievance hearing or consultation.

- B. Matters appropriate for consultation between the parties include wages, hours and working conditions under the terms and conditions of this Labor Agreement and areas of mutual concern for the Bargaining Unit and Management. For purposes of this Agreement, consultation is defined as a discussion of matters which are within the discretion of the Authority. Consultations may be held in an effort to reach mutual understandings, receive clarification and/or information affecting employees in the various operations that comprise the Bargaining Unit. Consultation meetings between Union Representatives and Management shall be scheduled by the Executive Director or appropriate department director upon the agreement of both parties to meet to discuss a matter of mutual benefit.
- C. Consultation meetings will be scheduled so that operations will in no way be delayed, curtailed or otherwise interfered with. Both parties recognize and agree that maintenance of superior service and adherence to schedules are compelling commitments which may at times create delays and necessitate postponement of meetings.
- D. Officers and Stewards shall be allowed a total of one-hundred twenty (120) hours per calendar year for leave without pay to administer the Agreement. Employees who are authorized leave to administer the Agreement shall be paid by the Union.
- E. Union Officers and Stewards may take administrative leave without pay for Union business unrelated to PSTA. No more than one (1) Transportation Supervisor and one (1) Maintenance Supervisor may be on leave for Union business at any one time. The provisions of subparagraph F shall apply to such leave and when completing the Time Out Slip, the employee shall designate the number of days of requested leave for Union business.
- F. A Time Out Slip, Appendix A, shall be submitted to the employee's department head for approval to be off at least twenty-four (24) hours prior to the employee's requested administrative leave. The Authority agrees to honor all such requests based on availability of replacement employees. In the event a request to be off cannot be honored at the time the employee requests to be off, such employee shall be relieved from duty at the first available opportunity. No more than two (2) employees may be off at any one time. During contract negotiations, two (2) Transportation Supervisors and one (1) Maintenance Supervisor may be off at any one time.

## ***ARTICLE 6 - CHECKOFF***

**Section 1.** Employees must request the authorization for payroll deductions for the purpose of paying Union dues and uniform assessments.

Authorizations currently on file shall remain in full force and effect for the term of this Agreement unless revoked at any time at the employee's request upon thirty (30) days written notice to the Authority and the Union, or if the Union is decertified.

**Section 2.** Any changes to the membership and/or the amounts to be deducted must be provided to the Authority at least two weeks prior to the pay date for which these deductions will occur on the appropriate authorization forms.

**Section 3.** Dues shall be deducted each applicable pay period and the funds deducted shall be remitted to the Secretary-Treasurer of the Union within thirty (30) days.

The Union shall pay to the Authority upon receipt of an invoice a total of five dollars (\$5) per month.

**Section 4.** The Union will indemnify, defend, and hold the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by payroll deduction of Union dues.

**Section 5.** In any applicable pay period in which there is not sufficient pay to cover all other duly authorized deductions, Union dues or standard assessments will not be deducted from an employee's pay. However, the appropriate deductions for two or more applicable pay periods shall be made at the earliest time per Authority payroll procedures.

**Section 6.** For the purpose of implementing the provisions of this Article, the Authority will recognize forms for such individual authorizations, as shown in Appendix B.

## ***ARTICLE 7 - BASIC WORK WEEK - OVERTIME***

**Section 1.** Management shall establish work schedules which shall be best suited to meet the needs of the Authority. The basic work week of employees covered by this Agreement shall be from 12:00 AM Sunday until 11:59 PM Saturday. Each work day shall include one (1) thirty (30) minute unpaid lunch break and two (2) fifteen (15) minute paid breaks.

### **Section 2. Job Bidding**

- A. Bidding shall be by positional seniority in each organizational unit. Job shifts shall be bid three times annually to go into effect in January, May, and September. Bid documents shall be posted two (2) weeks prior to the effective date. Bidding shall be completed no later than five (5) days prior to the bid effective date. After the effective date of a bid, there can be no changes in the shifts or rebidding. The Union shall be given a copy of the proposed bid documents at least one (1) week prior to posting in order to review and make comments. The bid effective date may be delayed by mutual consent of the Company and Union.
- B. If a shift is vacated between the effective date of the shift bid and no later than 30 days prior to the end of the current bid, a bid will be held and proceed as follows:
  - 1. Only supervisors with less positional seniority than the vacated supervisor will be eligible to bid.
  - 2. The vacant shift will be the only shift up for bid.
  - 3. This process will continue until all vacated shifts are filled.

**Section 3.** Employees may opt to take their two (2) fifteen (15) minute breaks and one (1) thirty (30) minute lunch break at different times during the day or they may opt to take them at one time

resulting in one (1) one (1) hour lunch period. The first thirty (30) minutes of the lunch break will be unpaid when combined with the two (2) paid fifteen (15) minute breaks. Employees are not permitted to combine their paid breaks and unpaid lunch break for the purpose of ending their work shift earlier than scheduled.

**Section 4.** The Authority shall, where practical, make flex hours available to unit employees.

**Section 5.**

- A. The overtime rate shall be one and one-half (1½) times the employee's straight time hourly rate of pay. The overtime rate will be applied to all authorized and approved hours of work in excess of forty (40) hours of work in each work week. Vacation Carryover, PLD's, Funeral Leave, Jury Duty and Birthday Leave shall count as hours worked for computing overtime if a Supervisor is forced to work on his/her days off.
- B. Any daily assignment scheduled over a period of longer than twelve (12) hours shall pay one-half time for all time in excess of twelve (12) hours in addition to the regular pay in the assignment.

**Section 6.** Open shifts in Transportation will be assigned to the Supervisor or extra board supervisor as follows:

- A. The extra board supervisor will be assigned to the work if it is open before his report time. (If there are two extra board supervisors, the senior supervisor has the option to work the shift or pass it.)
- B. A shift that opens after the extra board supervisor has reported will be offered to the senior off-day supervisor, unless the shift falls within the work hours of the extra board supervisor. If no off-day supervisors are available, the senior working supervisor will be offered the work in its entirety before or after his regularly assigned shift, i.e., the AM Road Supervisor can work the PM road shift, etc.
- C. If the work shift must be broken up it will be offered in seniority order.
- D. No Transportation Supervisor's shift will be offered or scheduled that does not allow eight (8) hours rest between revenue vehicle driving assignments.

**Section 7.** When no extra board supervisors are scheduled, overtime will be filled as follows: If three (3) hours or more of overtime are to be worked, day off employees within the classification shall first be offered the work in order of positional seniority. If less than three (3) hours of overtime are to be worked, the overtime shall first be offered to on-duty employees within the classification. If employees in either instance refuse overtime, the least senior off-day employee(s) shall be required to work overtime. If off-day employees are not available, the least senior on-duty employee shall be required to work overtime. Where possible, Supervisors who schedule a PLD, Vacation Carryover Day, Birthday Leave that is adjacent to their off days will not be forced to work.

**Section 8.** Employees shall not be required to take time off or change their day(s) off in order that the payment of overtime may be avoided.

**Section 9.** Employees shall normally not be required to work overtime. Where employees are required to work overtime, such employees shall be relieved from duty as quickly as possible, if the employees so desire.

**Section 10.** Employees who are called out to work on their regular off day shall be paid a minimum of three (3) hours at the employee's applicable rate of pay.

**Section 11.** Only Holiday pay hours for those employees who bid to be off on a Holiday shall be considered as time worked for the purpose of computing overtime.

## **ARTICLE 8 - PROBATION**

**Section 1.** All new employees shall serve an initial probationary period of six (6) months which may be extended if deemed necessary by the Authority.

**Section 2.** All employees on initial probationary status shall not be eligible, for the first thirty (30) workdays, to receive paid sick leave, paid funeral leave or paid jury duty leave. Employees on initial probationary status shall not be eligible to take vacation during the first six (6) months of employment.

**Section 3.** The Authority may at its sole discretion terminate any initial probationary employee during his probationary period. Employees disciplined or discharged while on probation shall not be eligible to appeal such decisions through the grievance procedure.

## **ARTICLE 9 - SENIORITY, LAYOFF AND RECALL**

**Section 1.** Authority Seniority is understood to mean an employee's most recent date of full-time employment. Furthermore, the Authority shall recognize the most recent employment starting date of employees formerly employed by the City of St. Petersburg Municipal Transit System (SPMTS) who were employed by the Authority on October 1, 1984, as a result of the merger of the SPMTS with the Authority. Authority seniority shall be used for purposes of computing vacations, service awards and other matters based on length of service.

**Section 2.** Position Seniority is understood to mean the length of continuous time an employee has served in his position. In this connection, position is understood to mean a specific job within a specific organizational unit (Transportation and Maintenance).

**Section 3.** Both types of seniority will continue to accrue during all types of leave except for Leave of Absence Without Pay which exceeds thirty (30) days in which case an employee's seniority date shall be adjusted for an equivalent number of days that the employee is on such leave.

**Section 4.** Employees who are transferred or promoted to positions outside the Bargaining Unit who return to the Bargaining Unit within the prescribed probationary period shall retain all former positional seniority and shall continue to accrue seniority during the time spent in the probationary status.

**Section 5. Loss of Seniority** Employees shall lose their seniority as a result of the following:

- A. Resignations.
- B. Retirement.

- C. Termination for just cause.
- D. Absent without authorized leave for three (3) consecutive work days.
- E. Failure to respond to notice of recall from layoff within seven (7) calendar days of receipt verification of certified mail.
- F. Failure to return from Military Leave within time limits prescribed by law.
- G. Remaining in a position outside the Bargaining Unit after the ninety (90) day period will result in the loss of positional seniority.

## **Section 6. Seniority List**

- A. A Bargaining Unit Seniority List of the employees shall be made available to the Union upon written request. Such listing shall include each employee's:

Payroll Number	Position
Name	Date of Hire
Department/Organizational Unit	Rate of Pay

- B. The Authority will not make unilateral changes to the seniority rosters without first consulting with the Union regardless of the proposed change. This provision does not apply to situations when an employee retires, resigns, is discharged or is promoted to a position outside of the bargaining unit.
- C. For employees promoted on the same day, seniority will be determined by the date of hire.

## **Section 7. Layoff Procedures**

- A. Notification to Union - Management will notify the Union in advance of any pending layoff in any organizational unit and position affecting employees covered by this agreement.
- B. Order of Layoff - Employees that will be affected will be laid off in the inverse order of their length of time employed in their position in their organization unit. In the event two or more employees affected have the exact same position seniority date, then the employee with the least amount of Authority seniority will be laid off first.

## **Section 8. Recall From Layoff**

- A. Employees in layoff status who are either working in a lower position or are off the active payroll shall retain recall rights to the position from which they were originally laid off for a period of twelve (12) months from the date of layoff. Laid off employees recalled shall have their full seniority rights restored.
- B. Laid off employees who have recall rights shall be recalled for openings in the position from which originally laid off. Further, a laid off employee will be considered for other openings over new applicants provided he meets minimum qualifications for the job.
- C. When employees are recalled from layoff they will be recalled in the inverse order of their layoff.

- D. Recall of laid off employees will be made by certified mail to the last known address as provided by the employee(s) to the Authority.
- E. Within seven (7) calendar days from the certified receipt date, laid off employees must signify their intention of returning to work to their department head or forfeit their seniority and recall rights.
- F. Employees who fail to notify the Authority of a change in mailing address shall forfeit their seniority and recall rights after fourteen (14) days from the date the recall notice is mailed out to the last known address.
- G. Upon recall to fill vacancies in their laid off position, employees shall receive the same hourly rate of pay they had at the time of layoff or the minimum of the pay range, whichever is greater. All sick leave and vacation hours which the employee accrued but not used at the time of the layoff shall be restored.

## ***ARTICLE 10 - JURY DUTY/COURT ATTENDANCE***

**Section 1.** In the event an employee is subpoenaed or summoned for jury duty or as a witness on behalf of a public jurisdiction, whether in court or through a sworn deposition, he shall receive straight time pay for the hours required to be absent from his currently scheduled work hours. An employee who performs jury duty or serves as a witness for only a portion of his regular scheduled workday (less than four hours) shall report to work when excused or released by the court.

**Section 2.** An employee subpoenaed for jury duty or as a witness shall promptly notify his supervisor so that arrangements may be made for his absence from work.

**Section 3.** In the event a holiday occurs during the period of the employee's jury duty, he shall receive only holiday pay.

**Section 4.** The employee shall provide the department head with proof of jury duty service before compensation is approved.

**Section 5.** Employees shall retain all fees paid by the Court for jury duty, court attendance or making sworn depositions.

**Section 6.** The provision of this Article will not apply when the unit employee is the defendant or plaintiff in either a civil or criminal case. However, employees may take annual leave time off for this purpose provided they have sufficient annual leave hours accrued or leave without pay.

**Section 7.** Part-time employees shall not be eligible for jury duty/court attendance pay.

**Section 8.** Employees who have scheduled their vacation and are called to serve jury duty shall receive Jury Duty Pay in lieu of vacation pay, and shall be allowed to reschedule their vacation at a later available date.

## **ARTICLE 11 - FUNERAL LEAVE**

**Section 1.** Employees will be granted time off with pay at their straight time hourly rate, not to exceed three (3) of their consecutive scheduled working days, if needed in the opinion of the employee, to attend the funeral in the event of a death in the employee's immediate family.

Employees may request an additional two (2) days of Funeral Leave (extended Funeral Leave) which shall be without pay unless the employees choose to charge the added time off against their unused accrued vacation time. Extended time off, either with or without pay, must be approved by the employee's department head prior to being taken. In this connection, the employee may make said request by telephone rather than in writing.

**Section 2.** The employee's immediate family shall be defined as the employee's spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, grandparents, step-parents, step-child, step-brother, step-sister, grandchildren, aunt, uncle or spouse's grandparents. If an employee has to travel out of state to attend the funeral, the employee will be granted an additional two(2) days off with pay at their straight time hourly rate. PSTA may request reasonable proof that the employee traveled out of state to attend the funeral.

**Section 3.** The employee shall provide the appropriate department head with proof of death in his immediate family as defined in Section 2 before compensation is approved.

**Section 4.** Part-time employees shall not be eligible for paid funeral leave.

## **ARTICLE 12 - MILITARY LEAVE**

### **Section 1. Description**

Employees may take military leave for service in the uniformed services including the performance of duty:

- A. On a voluntary or involuntary basis.
- B. For active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and time required of an employee for the purposes of an examination to determine fitness of an employee to perform any such military duty.

### **Section 2. Notice**

- A. Advance Notice

The employee, or an appropriate officer of the uniformed service in which employee's service is performed, shall provide advance written or verbal notice of the employee's obligation or intention to perform military service to the employee's Director. This advance notice requirement does not apply when military service is made necessary by the Secretary of Defense, such that advance notice is impossible or unreasonable.

- B. Intent to Return

The employee shall include in his/her advance written or oral notice of their intent either to return or not return to their position of employment upon completion of military service.



### **Section 3. Employment Status**

- A. Military Leave of Up to 240 hours in any one (1) annual period.

PSTA employees are entitled to leaves of absence for military duty from their employment duties for up to 240 hours in any one (1) annual period without loss of vacation leave, pay, time, or efficiency rating.

- B. Military Leave for More Than 240 hours in any one (1) annual period.

Leaves of absence for military duty functions for additional or longer periods of time shall be without pay. Such employees will be deemed to be on furlough or leave of absence while performing such service and shall be entitled to the rights and benefits which are not determined by seniority, status, and pay, as provided for employees who are on furlough or leave of absence under the applicable PSTA policy and/or labor agreement. Employees absent from employment to perform military service are entitled to the re-employment rights and benefits as set forth below, unless the cumulative length of all absences for military service, not including military service performed pursuant to orders to active duty promulgated by Congress or the President, exceed five (5) years. The entitlement of such employee to (1) coverage under a health plan is provided under 38 U.S.C. #4317, and (2) employee benefit plans is provided under 38 U.S.C. #4318. Notwithstanding those provisions, such employees may be required to pay the employee cost or contribution to these benefits in accordance with PSTA policy for leaves of absence. An employee on leave of absence under this subsection, while serving in the uniformed services, is not entitled to any benefits to which that employee would not otherwise be entitled if the employee had remained continuously employed.

### **Section 4. Re-Employment Rights**

- A. Requirements for Re-employment Rights

Employees who leave full or part-time permanent jobs to perform service in the uniformed services, whether active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, or time required for physical fitness examinations, are guaranteed equivalent positions when they return, provided that:

1. Advance Notice

The Employee (or appropriate officer of the uniformed service) provided the employer with advance written or verbal notice of such military service and the employee's intent to return to employee's position.

2. Length of Absence for Military Service

The cumulative length of all the employee's absences for military service, not including orders to active duty promulgated by Congress of the President, as set forth in 38 U.S.C. #4312, from a position of employment with PSTA does not exceed five (5) years.

3. Qualifications

The employee is qualified upon completing the military service to perform the duties of the position (employees who sustain disabilities during their military service which makes them unable to perform the duties of their old positions or an equivalent position will be offered any other position for which they are qualified).

4. Notice of Return

Such employee shall, upon completion of military service, notify the Executive Director of his/her intent to return to a position of employment with PSTA as follows:

a. Absence for Military Service of Less Than Thirty-One (31) Days

By reporting to PSTA on the first full calendar day of a regular work period after the employee's immediate return home [either eight (8) hours after completion of the service period or as soon as possible after the eight (8) hour period if reporting within the stated period is impossible or unreasonable through no fault of the employee] following completion of service.

b. Absence for Leave from Employment for Purposes of Fitness Examination for Military Service

Same process as Subsection a. above.

c. Absence for Military Service of More Than Thirty (30) Days But Less Than One Hundred Eighty One (181) Days

The employee shall submit an application for re-employment with PSTA within fourteen (14) days after completing the period of military service, or if such submission is impossible or unreasonable through no fault of the employee, the next full calendar day when submission of such application becomes possible.

d. Absence for Military Service for More Than One Hundred Eighty (180) Days

The employee shall submit an application for re-employment with PSTA not later than ninety (90) days after the completion of the period of military service.

e. Documentation

An employee who submits an application for re-employment shall provide PSTA with documentation to establish that:

- 1.) The employee's application is timely;
- 2.) The employee's cumulative absences for military service have not exceeded the five (5) year limit;

- 3.) The employee's entitlement has not been terminated by dishonorable or bad conduct discharge; discharge from military service under other than honorable conditions; and
- 4.) The employee has not been dismissed or discharged from the rolls of any armed forces pursuant to 10 U.S.C. #1161.

**B. Employment and Re-Employment Rights**

An employee entitled to re-employment pursuant to the above outlined requirements shall be promptly re-employed in a position of employment in accordance with the following order of priority:

**1. Employees Whose Period of Military Service Was Less Than Ninety-One (91) Days**

In the position of employment the person would have been if his/her employment had not been interrupted by military service if the person is qualified to perform such duties, or in a position of employment for which he/she is qualified, or in the position of employment in which the person was employed on the date of commencement of the person's most recent period of military service.

**2. Employees Whose Period of Military Service Was for More Than Ninety (90) Days**

In the position of employment the person would have been if his/her employment had not been interrupted by military service, or a position of like seniority, status, or pay for which the person is qualified, or if not qualified to perform any such duties, the position of employment in which the person was employed on the date of commencement of the person's most recent period of military leave.

**3. Employees Who Incurred or Aggravated a Disability During Such Military Service**

When such disability renders the employee unqualified to perform the job in which he/she would have been employed if his/her continuous employment had not been interrupted by the military service, the person will be employed in any position for which such person is qualified that is equivalent in seniority, status, and pay, or the nearest approximation thereof as are consistent with the circumstances of such person's case.

**4. Priority of Right**

In the event that two (2) or more employees are entitled to re-employment in the same position, the person who left the position first shall have the prior right to re-employment in that position.

## ***ARTICLE 13 - VACATION LEAVE***

### **Section 1. Vacation Entitlement**

- A.** All full-time employees in the Bargaining Unit shall be allowed to take Vacation Leave under the following formula:

For Service of At Least	But Less Than	Annual Vacation Entitlement	Bi-Weekly Accrual Rate
1 Year	5 Years	80 Hours	3.080 Hours
5 Years	10 Years	120 Hours	4.616 Hours
10 Years	15 Years	160 Hours	6.160 Hours
15 Years or More		200 Hours	7.696 Hours

- B. Employees may take vacation in increments of ten (10) hours or less with a minimum of two (2) hours. Vacation time must be accrued before it is used.
- C. 1. A vacation year is defined as the twelve (12) month period starting with the employee's start date as a full time employee. The accrued vacation balance at the end of a calendar year may be a maximum of one hundred sixty (160) hours. Commencing in 2009, an employee with an accrued balance over the one hundred sixty (160) hour limit as of December 31 of each year will be paid on the second pay date in February at the employee's then applicable wage rate for the hours in excess of one hundred sixty (160), provided that the employee has taken at least eighty (80) hours of vacation during that calendar year. Should any employee not take eighty (80) hours of vacation during any calendar year, any accumulated balance of vacation leave over one hundred sixty (160) hours as of December 31, of that year will be lost. An employee may use up to eighty hours of his/her carried over vacation leave in any one vacation year, in addition to the vacation leave earned in that same vacation year. Carryover is defined as the portion of the accrued vacation balance that is in excess of the amount accrued between an employee's anniversary date and the end of the current calendar year.
2. The employees' accrued vacation balance for purposes of this Section shall mean the vacation leave end balance as reported on the employee's bi-weekly earnings statement. Those employees who had an accrued vacation balance that exceeded the maximum of one hundred sixty (160) hours as of December 31, 2008 were allowed to continue to carry over their vacation hours as of December 26, 2008. The following employees selected the option of maintaining their vacation hours in excess of one hundred sixty (160): Kevin Byrne, Joseph F. Yacone, Jose L. Sierra, Jr., Patricia A. Lee, Lloyd A. Jernigan, Jr. ("Employees"). The accrued vacation balance of the Employees as of December 31, 2008 shall become the Employees' maximum accrued vacation balance for calendar year 2009 and thereafter, instead of the limit of one hundred sixty (160) hours, as set forth in Subsection C.1 above.
- D. Request for vacation pay in advance of the vacation must be submitted at least three (3) weeks prior to the date vacation begins. If such request is not made, vacation pay shall be paid on the regular payday.
- E. Employees who are separated from employment with the Authority shall, or their beneficiary(s) shall, be paid at the time of separation for all unused accrued vacation hours.

## **Section 2. General Vacation Bid**

- A. Vacations will be bid by Authority seniority in each organizational unit as defined in Article 9. In the event two (2) or more employees have the same seniority date in an organizational unit, the seniority list shall be alphabetized using the employee's surname. No more than one (1) employee in the Maintenance Department may be off at the same time in any week of the year. In the Transportation Department no more than four (4) employees may be off at the same time in any week of the year. The number of employees to be off shall include both vacation and personal leave as outlined in Article 14, Section 8.
- B. Schedules of available vacation periods for the next entire fifty-two (52) week calendar year shall be posted in each department by November 15. Unit employees shall begin bidding their vacations on the first Monday of December and bidding shall be completed within ten (10) work days. Once an employee bids, his bid cannot be changed or withdrawn after the next employee has bid.
- C. Employees also have the option of passing on the vacation bid and requesting vacation time at any time during the calendar year by submitting a signed and dated vacation request not later than forty-eight (48) hours prior to the start of vacation, unless an emergency, as that term is defined in Appendix C, paragraph 3, prevents an employee from providing 48 hours notice. The vacation will be assigned on a first come, first served basis.
- D. If an employee cancels vacation, he can re-schedule his vacation on a first come, first served basis for any time still available.
- E. Nothing herein shall preclude the Executive Director from requesting an employee to change a vacation selection due to circumstances critical to the needs of the Authority. And in this connection, the employee may be authorized to select a vacation where two (2) employees have already made a selection for the same time frame.

## ***ARTICLE 14 - SICK LEAVE***

**Section 1.** Employees shall accrue Sick Leave hours at the rate of 3.6923 hours each pay period that the employee is in an active duty pay status. Sick Leave accrual shall be equal to ninety-six (96) hours in a fiscal period if the employee qualifies in each pay period.

**Section 2.** Unused Sick Leave hours may accrue up to a maximum of four hundred (400) hours to be carried over from one (1) calendar year to the next. On December 31st of each year, those unused Sick Leave hours in excess of four hundred (400) hour maximum, if any, shall be converted to a dollar amount based on the employee's current hourly rate of pay and placed in a Sick Time Fund payable as follows:

- A. An employee who has been absent from work due to an illness, and has used up all of his accrued Sick Leave Bank hours, may draw upon his Sick Time Fund, if any, and funds may be withdrawn based on the employee's current rate of pay and scheduled work hours.
- B. Employees who retire under the Florida Retirement System may exercise one of the following options:

- 1.a. Those employees who retire with less than seven (7) years of employment with PSTA may receive a one (1) time payment equal to seventy-five percent (75%) of all dollars in their Sick Time Fund; or
- b. Those employees who retire with seven (7) or more years of employment with PSTA may receive a one (1) time payment equal to one hundred percent (100%) of all dollars in their Sick Time Fund; or
2. Leave the fund with PSTA to pay health and/or dental, and/or eye care insurance premiums until the fund is used up. In this connection, the employee may exercise one of the following options:
  - a. Use the fund to pay only his insurance premiums.
  - b. Use the fund to pay his premiums plus dependent coverage in the event of the retiree's death before the fund is used up, the dependent's premiums shall continue to be paid until the fund is used up.
- C. Employees who separate, other than by way of retirement, after ten (10) years of service shall receive a lump sum payment equal to seventy-five (75%) of all dollars in his Sick Time Fund. In the event of death of the employee the Sick Time Fund payment shall be payable to the employee's spouse, designated beneficiary or estate as may be required by law.

**Section 3. Supervisor Late Report:** In the event a supervisor is unable to report to work due to illness or injury he/she will be required to call the Lead Supervisor, Transportation Manager, Superintendent, or his/her designee, a minimum of two (2) hours prior to the start of his/her shift, unless the starting time is 4:00 AM or before. In that case the supervisor is required to call no later than one (1) hour before the start of the shift. Voice mail is not an acceptable means of contact.

Failure to comply with the procedures of Section 3 will be considered a late report and result in progressive discipline:

Late Report Exception: Late reports legitimately caused by matters beyond the control of the employee while enroute to work, (e.g. automobile accident with personal car, accidents which result in major road closing), will be excused on a case by case basis. The employee will need to document and present evidence to substantiate any such excuse.

Supervisors shall be responsible for notifying the designated personnel no later than 1:00 PM the day before returning to work in order to work their regular shift. Supervisors who fail to report back for duty as prescribed by this section will not be guaranteed their regular shift if a replacement has already been scheduled.

**Section 4.** Sick Leave shall be granted for the following reasons:

- A. For absence due to employee's personal illness or non-work related injury.
- B. For medical, dental or optical appointments during the employee's regular duty hours.
- C. For quarantine due to exposure to contagious disease. (Such cases must be verified by a physician.)

- D. For a pregnant employee, who upon advice of her physician, finds it necessary to discontinue working.

**Section 5.** Full time employees shall be paid sick leave based on the number of hours in the employee's work schedule for each eligible day of absence provided the employee has sufficient Sick Leave hours accumulated.

**Section 6.** Accrued Sick Leave hours shall be indicated on the employee's payroll stub. A statement showing the amount in the employee's accrued Sick Time Fund will be distributed yearly.

**Section 7.** An employee covered under Workers' Compensation Benefits for lost time on-the-job injury may draw from his Sick Time Fund, if any, to make up the difference between what he receives under Workers' Compensation and what his normal take-home pay would be.

**Section 8.** Employees shall be allowed to take a maximum of seven (7) days per year from their unused Sick Leave accrual for personal leave reasons. Employees shall request all time off pursuant to this Section not later than twenty-four (24) hours in advance.

## ***ARTICLE 15 - HOLIDAYS***

**Section 1.** The Authority shall observe the following paid holidays:

New Year's Day	Labor Day
* Martin Luther King Day	Thanksgiving Day
* President's Day	* Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	* Employee's Birthday

\* The Employee's Birthday, Martin Luther King Day, President's Day and the day after Thanksgiving shall be working holidays for all employees. The employee may opt to be off or to work only on his birthday. Unit employees who opt to work on their birthday shall be paid eight (8) hours Holiday Pay at their regular hourly rate, plus the regular hourly rate times the actual hours worked on the holiday.

Each individual employee's birthday may be observed on any day of the pay period during which the birthday occurs, or the preceding or following pay period.

Employees will also have the option of not observing their birthday with time off. In this case, the employee will receive an additional eight hours of pay at his/her straight time rate of pay in lieu of the time off, upon approval of Lead Supervisor.

For all other holidays, Transportation Supervisors shall bid to be off. These holidays shall be observed on the actual day of the holiday. All Transportation Supervisors shall bid to be off or to work using positional seniority.

The Holiday Bid shall be posted not less than three (3) weeks prior to the day of the holiday. Bidding shall be completed not less than one (1) week prior to the day of the holiday.

Maintenance Supervisors shall observe a holiday that falls on Saturday on the preceding Friday, and shall observe a holiday that falls on Sunday on the following Monday. Maintenance Supervisors shall not be required to bid to be off on these holidays.

**Section 2.** Employees who are off on a holiday shall be paid eight (8) hours or shift time, whichever is greater, at the straight time rate of pay. An employee must work his normal schedule hours on the employee's work days which precede and follow the day the holiday is observed in order to qualify for Holiday Pay.

**Section 3.** Employees who are off on Vacation Leave or Military Leave on the day the holiday is observed shall be eligible for Holiday Pay in addition to their regular pay hours for such leave.

If an employee is on his regular day off, or is off duty due to sickness or non-work related injury, the employee shall receive Holiday Pay only for the day the holiday is observed. At no time shall Holiday Pay and Sick Pay be paid at the same time.

Employees on Workers Compensation or Leave of Absence Without Pay shall be ineligible for Holiday Pay.

**Section 4.** Employees who are required to work on a holiday shall be paid eight (8) hours Holiday Pay at their straight time rate of pay plus pay for all time worked on the holiday at their appropriate rate of pay, provided they have worked their scheduled work day before and after the holiday. Jury duty, personal leave day (PLD) and vacation will be considered normal scheduled hours.

**Section 5.** Only Holiday pay hours for those employees who bid to be off on a Holiday shall be considered as time worked for the purpose of computing overtime.

**Section 6.** Part-time employees shall not be eligible for paid holidays.

## ***ARTICLE 16 - GROUP INSURANCE***

**Section 1.** The Authority agrees to provide to each active full-time employee of the Bargaining Unit the following group insurance plans:

A. Health Insurance

1. Effective October 1, 2011, the Authority shall pay \$717.00 per month towards health insurance coverage for each employee. Employees who elect coverage under any other health insurance plan offered by the Authority shall be responsible for paying any cost difference in premiums for such coverage in lieu of the basic health insurance plan allowance.

2. Employees shall have the option of dependent coverage whereby the same insurance coverage provided the employee shall be extended to the employee's dependents provided dependent coverage is offered by the Authority's Group Health Insurance carrier.

3. Effective October 1, 2013, any increase in the premiums for health insurance coverage for Fiscal Year 2013 over the premiums for similar coverage (single, single parent, couple, family) for Fiscal Year 2012 shall be shared 75% by the Authority and 25%



by the employees. Effective October 1, 2014, any increase in the premiums for health insurance coverage for Fiscal Year 2014 over the premiums for similar coverage for Fiscal Year 2013 shall be shared equally by the employee and the Authority. This sharing of increases over the premiums effective on October 1, 2011 shall apply to all increases in the premiums for health insurance coverage each year thereafter and shall apply to all employees based on the type of coverage they select in any given year.

4. Between the execution of this Agreement and renewal of the Authority's health insurance coverage in 2013, the Authority shall consult with the Union regarding the implementation of a wellness program with the intent of containing health insurance costs.

- B. Life Insurance - The Authority will provide life insurance coverage equal to one hundred percent (100%) of each employee's base annual salary (as of January 1 of each year) at no cost to the employee. The employee shall have the option to carry additional life insurance at his expense in accordance with those amounts offered by the insurance carrier.
- C. Dental and Eye Care - The Authority agrees to continue to provide Dental Health Coverage and Eye Care Coverage for each employee in the Bargaining Unit at no cost to the employee.

Employees shall have the option of covering their dependents under the Dental and Eye Care Coverage Plans and said expense for such coverage shall be paid by the employee through payroll deduction. Dependent coverage may be dropped, however, only as provided for by the insurance carriers.

**Section 2.** Where allowable under various group insurance plans provided by the Authority, eligible retirees shall be permitted to continue participation in the medical, dental and vision care plans provided by the Authority and paid directly by the employee each month or by use of his Sick Time Fund.

**Section 3.** Employees on Workers Compensation or long term leave of absence shall be responsible for insurance premiums while in a non-active duty status. Employees shall be responsible for making premium payments. Employees who do not make the necessary premium payments shall be dropped from the plan.

**Section 4.** The Authority reserves the right to change carriers or plans to save money. Prior to changing any carriers or plans, the Union shall be permitted to provide input on the carrier or plan the Authority seeks to change. However, the Union shall not be permitted to negotiate, demand or require the Authority to choose or change any particular carrier or plan.

## ***ARTICLE 17 - RETIREMENT SYSTEM***

**Section 1. Authority Contribution** It is agreed that the Authority shall continue to make contributions to the Florida Retirement System.

**Section 2.** Unit employees who are off work in excess of thirty (30) calendar days and who do not earn the stipulated minimum earnings during a given monthly period shall be responsible for

submitting all appropriate forms and verifications to the Florida Division of Retirement. The required forms will be provided the employee by the Authority upon the employee's request.

## ***ARTICLE 18 - GENERAL PROVISIONS***

**Section 1. Credit Union.** The Authority agrees to permit direct deposit of payroll checks to any financial institution.

**Section 2. Labor Agreement Copies** The Authority agrees to provide the Union with one (1) original copy of the final Agreement. The Authority will provide each member in the bargaining unit a copy of the final agreement within one (1) month of the effective date.

### **Section 3. Departmental Records**

- A. Employees shall have the right to review their personnel file and receive copies of disciplinary actions upon request.
- B. Employees shall have the right to have placed in his Departmental or Authority file record his written and signed refutation of any material the employee considers to be detrimental to his record.

### **Section 4. Bus Passes**

- A. A PSTA Employee Photo Identification bus pass shall be furnished to each employee upon employment. An employee's spouse, children, grandchildren and domestic partner who reside with the employee shall be issued a PSTA bus pass/photo identification upon proof of residency with the employee. Any such pass issued shall terminate if the employee's spouse, children or domestic partner no longer reside with the employee. Upon employment termination, the employee's pass and any passes issued to the employee's spouse, children, grandchildren or domestic partner must be returned prior to issuance of any final payment.
- B. All employees who retire through normal retirement or disability under the Florida Retirement System will be issued one lifetime employee pass to be used on Authority routes.

**Section 5. Automobile Reimbursement.** Employees who must use their private vehicles will be reimbursed for mileage at the rate established by the Internal Revenue Service.

### **Section 6. Annual Uniform Allowance**

- A. Transportation Supervisors who are required to wear a PSTA uniform shall be allowed five (5) shirts/blouses and three (3) pair of slacks/skirts. Female Transportation Supervisors may opt to wear skirts or shorts instead of slacks. Male Transportation Supervisors may substitute shorts for slacks. The total number of pieces of slacks or skirts may not exceed three (3) pieces.
- B. Maintenance Supervisors shall be furnished five (5) uniform changes each week at no cost to the employee, and shall wear the uniforms provided by the Authority.

The Authority will provide one (1) uniform jacket to each Maintenance and Transportation Supervisor by November 1 of each odd numbered year. To insure timely delivery, employees are required to submit jacket sizes to their supervisors by September 1 of each year.

Maintenance Supervisors shall be entitled to receive two (2) pairs of safety shoes in each fiscal year, and the total amount of the shoes shall not exceed one hundred fifty dollars (\$150.00).

- C. Unit employees shall become eligible to receive their annual uniform allotment on their employment anniversary date.

**Section 7.** The Authority shall pay all traffic citations issued to employees while operating Authority-owned vehicles if the citations are issued solely for proven mechanical defects. The employee carries the burden of proof for the defect.

### **Section 8. Promotional Appointments**

- A. The Authority shall post on all applicable bulletin boards notices for all vacant, full-time positions. This shall not preclude the Authority from holding open any vacant position. All employees shall be allowed to make application for such positions. All applications must demonstrate the employee's qualifications as they relate to the posted job's minimum qualifications. All employees who have submitted a timely application for such position and have demonstrated their ability to meet such minimum qualifications shall be given the opportunity of a personal interview. The Authority reserves the right to select the most qualified person for the vacant position. An employee not selected for promotion shall be notified in writing of his non-selection and the basis for rejection.
- B. Employees who are promoted shall receive the starting salary of the pay range or a 5% wage increase, whichever is greater.
- C. Any employee promoted to a new position shall serve a ninety (90) calendar day probationary period in the new position without loss of seniority or benefits. At any time during his probationary period, if management or the employee determines that the employee is unable to perform the job, the employee shall be returned to his former position.
- D. For the purposes of this section, promotion is defined as moving to a pay grade that is higher than the employee's current pay grade.

**Section 9. Tuition Reimbursement.** With prior approval from the Department Director, the Authority shall reimburse full time employees for approved training up to an amount of \$1,500 per fiscal year for tuition fees, so long as a passing grade or a "C", whichever is higher, is received by the employee in the approved training.

Approved training shall include courses which are related to the employee's present job or to a promotional position which is offered by an approved technical or trade school or an accredited college or university.

Whenever a training session is available to PSTA, employees will be notified and those employees interested in the training session shall be permitted to sign up for the training session but management will determine the attendees.

**Section 10.** The Authority shall make every effort to provide and maintain safe and healthful conditions for employees.

**Section 11.** All wages, hours and terms and conditions of employment not covered by this agreement and established solely for members of the bargaining unit shall remain in full force and effect unless changed by mutual agreement of the Executive Director and the Union.

**Section 12.** Authorized and recognized International Union representatives will be allowed to enter work areas during regular working hours to carry out the functions which are related to this Labor Agreement. Visits may be temporarily deferred so as not to interfere with work operations or maintenance of service to the community. Authority work hours shall not be used by employees or Union representatives for the conduct of Union organized meetings for the promotion of Union affairs.

**Section 13.** The Authority will provide bulletin board space at its operating location for use by the Union. Locations shall include one in Transportation and one in Maintenance.

**Section 14.** The decision to grant Leave Without Pay (Leave of Absence) is a matter of administrative discretion. It will be incumbent on the department head to weigh each request and determine each case on its own merit. Decisions will be final and not subject to the grievance/arbitration procedure.

**Section 15.** A Union member elected or appointed to a position which takes him from employment with the Authority may request a leave without pay. The request must be in writing to the Executive Director who will meet with the affected employee and negotiate the terms and conditions of the leave without pay.

**Section 16. Garnishments** Pursuant to the state statute governing garnishments, Section 77.0305, PSTA will charge the employee the maximum allowed under the statute for the initial set up and per payroll deductions.

**Section 17. Trainer Compensation.** Transportation Supervisors who train a newly promoted Supervisor shall be compensated an additional one dollar (\$1.00) per hour for all hours spent as a trainer. Transportation Supervisors who train current Transportation Supervisors shall be compensated one dollar (\$1.00) per hour for training on new technology, new equipment or new work processes. To receive the additional compensation, the Training Supervisor must submit an evaluation for time spent as a trainer.

**Section 18.** Maintenance Supervisors will be given an Annual Tool Allowance during each year of this Contract in the amount of \$300.00 to maintain the tools on the Supervisor's Required Tool List during the term of this agreement. The Annual Tool Allowance shall be paid each employee during the payroll period in which his Authority anniversary date falls.

## ***ARTICLE 19 - DISCIPLINARY ACTION***

**Section 1.** An employee will not be disciplined or discharged without just cause. In each case where disciplinary action is taken, the employee will be given a written statement of the charges against him as well as the disciplinary action to be taken.

**Section 2.** For the purpose of this Article, the parties agree that disciplinary matters are of the utmost concern and Bargaining Unit employees shall be afforded the opportunity of rapid, fair and equitable appeal procedures. In this connection, Bargaining Unit employees shall have the option of utilizing the Authority Grievance Procedure or the negotiated grievance procedure contained in this Agreement, but not both.

**Section 3.** All employees are subject to the rules and regulations of the Authority except where this agreement takes precedence.

**Section 4.** No discipline by suspension shall be administered against any employee which will permanently impair his seniority.

**Section 5.** Any complaint from the public or an employee which does not contain the name, address and phone number of the complainant shall not be used against an employee for disciplinary actions.

**Section 6.** In the event an employee is summoned to meet with his supervisor and believes that disciplinary action may be taken against him, he shall have the right to have a Union representative present during the meeting.

**Section 7.** In imposing any disciplinary measures on a current charge, the supervisor will not take into consideration any prior infractions of the Authority Rules and Regulations which occurred more than twenty-four (24) months previously, for infractions resulting in a suspension and twelve (12) months previously for all other infractions.

## ***ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE***

### **Section 1. General**

- A. The purpose of this Article is to establish machinery for the fair, expeditious, and orderly adjustment of grievances to be used for the settlement of disputes between the Authority and employee(s). A grievance is defined as a violation of the term(s) of this agreement.

In order to avoid the confusion and problems which occur when a number of forums are being used for the same or similar subjects, a grievance shall be held in abeyance when an employee, or Union, files a claim with any court or administrative agency covering the subject matters of the grievance.

- B. Any employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented, in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. Nothing in this section shall be construed to prevent any employee from presenting, at any time, his own grievances, and having such grievances adjusted without the intervention or assistance of a Union Representative.

Adjustments of grievances shall not be inconsistent with the terms of this labor agreement.

- C. For purposes of this Article, week days shall mean Monday through Friday with the exception of a week when a holiday falls therein, in which case that day shall not be counted (week days are not to be construed as employee[s] work days). A grievance not submitted within the time limits as described in each step of the grievance procedure shall

be considered untimely and deemed null and void. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered settled on the basis of the last answer provided by management. A grievance not answered within the time limits prescribed from the appropriate Management Representative at each step shall entitle the employee or the Union to advance the grievance to the next step. The time limits prescribed herein may be extended for good and sufficient reason by mutual agreement of the Union and Management due to unusual circumstances when deemed in the best interest of assessing all available information to arrive at an equitable solution to the grievance. If the time limits are extended, the appropriate Management Representative and the Union Representative and/or grievant will be so advised.

- D. At any step of the grievance procedure, the employee and/or the Union representative may call a reasonable number of witnesses to offer testimony. Witnesses who are employees shall suffer no loss of pay or benefits while serving as witnesses, and shall be excused to testify during working hours provided such absence from their place of work in no way interrupts, delays or otherwise interferes with the effective operation of their department.
- E. Employees will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.
- F. Grievance hearings shall normally be held during the aggrieved employee's normal work hours. For grievance and arbitration hearings, the aggrieved employee(s) shall be allowed time off from his job with no loss of pay and benefits. The aggrieved employee(s) shall request time off for such hearings at least twenty-four (24) hours in advance of the hearing. For class action grievances, only one (1) employee will be allowed to attend hearings. This section does not preclude the hearings to be held on employee's day off. In such case, the employee shall not receive pay for attending such hearings.
- G. A grievance may be submitted by the Union, as the exclusive representative of employees covered by this agreement, as a general or class action grievance. A union general or class action grievance shall be initially submitted at Step 2 within ten (10) week days from the date of occurrence.

Any Authority grievance will be filed with the Union President at Step 2.

## **Section 2. Grievance Procedure**

- A. Step 1 - The aggrieved employee may, within ten (10) week days of the matter from which the grievance arose, submit a written grievance on the prescribed form to the Director of Transportation or the Director of Maintenance.

The written grievance at this step, and at all steps there-after, shall contain the following information:

- 1. A statement of the grievance including date of occurrence, and details, and facts upon which the grievance is based, and the specific contract provision that was violated.

2. The action, remedy or solution requested by the employee.
3. Signature of the aggrieved employee and Union Representative, if applicable.
4. Date submitted.

Grievances submitted which do not contain the above information will be considered null and void. The department head within ten (10) week days of receipt of the grievance shall meet with the grievant and/or Union representative to discuss and seek a solution to the grievance. Within ten (10) week days after the meeting, the department head shall give his written answer to the grievant and the Union Representative as the case may be.

The written response at this step and all steps thereafter shall contain the following information:

5. An affirmation or denial of the facts upon which the grievance is based.
  6. An analysis of the alleged violation of the employee's rights.
  7. The remedy or solution, if any, to be made.
  8. Signature of the appropriate management representative.
- B. Step 2 - If the grievance is not resolved at Step 1, the aggrieved employee may submit a written appeal to the Executive Director or his designee within five (5) week days after receipt of the department head's answer.

Within ten (10) week days after receipt of the written appeal, the Executive Director will meet with the aggrieved employee and his Union Representative to discuss and seek a solution to the grievance. Within ten (10) week days after the meeting, the Executive Director or his designee shall give his written decision to the grievant and his Union Representative.

C. Arbitration Referral

1. Any grievance that is not resolved at Step 2, the Union may, within twenty (20) week days after receipt of the Step 2 written answer, submit a request for arbitration to the Executive Director.
2. By mutual consent, the parties may submit any grievance that is not resolved at Step 2 and for which the Union has submitted a request for arbitration to the Executive Director in accordance with Section 2.C.1 above, to FMCS for mediation. Following an impasse of any such mediation, the arbitration of the grievance may proceed in accordance with the procedures and requirements set forth in this Section.
3. Within twenty (20) week days from the request for arbitration or the issuance of an impasse of any mediation held pursuant to Section 2.C.2 above, whichever is later, a list of seven (7) qualified neutral arbitrators shall be jointly requested from the Federal Mediation and Conciliation Service (FMCS). Should the parties determine the issue in dispute requires an arbitrator with special expertise, it shall be indicated in the request. Within ten (10) week days after receipt of the list, the parties shall

meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. The party requesting arbitration shall strike first. Upon selection of the arbitrator, the Authority shall notify the FMCS.

4. The arbitrator shall not have the power to add to, subtract from, modify, alter or ignore the terms of any agreement between the Union and the Authority in arriving at a decision of the issue or issues presented.
5. The decision of the arbitrator shall be final and binding upon the aggrieved employee or the Union and the Authority only insofar as it complies with Item 3 above.
6. All expenses and fees, mutually agreed upon by both parties, not associated with employee wages and benefits, shall be shared equally by the Authority and Union.
7. The arbitrator shall be requested to render his decision as soon as possible, but in any event, no later than thirty (30) calendar days after the briefs are filed.
8. Either party to this Agreement desiring transcripts of the Arbitration hearings shall be responsible for the cost of such transcripts, if available.
9. In general grievances, either the Union or the Authority may request to take the grievance to arbitration.

**Section 3.** The time frames contained in this Article for grievance processing are the maximum time frames and in this connection, the parties hereby agree to expedite grievance processing in the various steps whenever possible.

**Section 4.** Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as possible, but in any event no later than ten (10) work days after receipt of the arbitrator's award.

## ***ARTICLE 21 - PAY PROVISIONS***

### **Section 1. Classification Pay**

#### **A. Transportation Supervisors**

1. Effective with the first payroll in October, 2012 and each October thereafter during the term of this Agreement, the minimum pay rate for Transportation Supervisors shall be an amount equal to five (5) percent more than the highest pay rate for bus operators for the first payroll in each respective October established by the collective bargaining agreement between the Authority and the Tampa Bay Area Transit Workers Union.
2. Effective with the first payroll in October, 2012, and each October thereafter during the term of this Agreement, the pay rate of those Transportation Supervisors whose pay rates exceed the minimum pay rate established under subsection A.1 above, shall be an amount equal to the minimum pay



rate plus an amount equal to the difference between the supervisor's pay rate on the effective date of this Agreement and \$20.99. Attached to this Agreement as Exhibit 1 is a schedule of the existing pay rates of all Transportation Supervisors and an example of how this Subsection A.2 would apply to the existing pay rates of the Transportation Supervisors.

**B. Maintenance Supervisors**

Effective with the first payroll in October, 2012 and each October thereafter during the term of this Agreement, the minimum pay rate for Maintenance Supervisors shall be an amount equal to five (5) percent more than the highest pay rate for mechanics (excluding any additional compensation paid to a mechanic serving as lead man) for the first payroll in each respective October established by the collective bargaining agreement between the Authority and the Tampa Bay Area Transit Workers Union.

**Section 2. Compensation** All bargaining unit employees shall be compensated in accordance with the applicable hourly rates determined as set forth in Section 1.

**Section 3. Performance Appraisals** All employees in the bargaining unit shall continue to receive periodic performance appraisals.

**Section 4. Paychecks.** Normally, paychecks will be made available not later than 3:00 PM every other Friday.

***ARTICLE 22 - ENTIRE AGREEMENT***

The parties acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands or proposals with respect to any subject or matter included by law within the area of collective bargaining and that all 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 Authority and the Union, for the life of this Agreement, each voluntarily and unqualifiably waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. The parties further expressly acknowledge that this Agreement is at all times subject to the contingencies and limitations contained in Chapter 447, Part II, Florida Statutes. This Agreement and the General Rules contain the entire contract, understanding, undertaking and agreement of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

## ***ARTICLE 23 - SAVINGS CLAUSE***

**Section 1.** If any article or section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

**Section 2.** In the event of invalidation of any article or section, both the Authority and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## ***ARTICLE 24 - PREVAILING PRACTICES***

All wages, hours and terms and conditions of employment not covered by this agreement and established by specific action of the Executive Director shall remain in full force and effect unless changed by specific action of the Executive Director. Such changes shall not be arbitrary and capricious. In this connection, the Union shall be given an opportunity to consult with the Executive Director and discuss its views. If either party so desires bargaining shall commence within ten (10) days of written notice to the other party over the impact and implementation of the issue(s). The consultation and/or negotiation referenced above shall take place prior to the implementation by the Executive Director.

## ***ARTICLE 25 - DURATION, MODIFICATION AND TERMINATION***

This Agreement shall take effect on the date stated below and shall remain in effect until September 30, 2014. It is specially understood and agreed that should the parties to this Agreement fail to reach an agreement on a successor agreement prior to September 30, 2014, the terms and conditions provided herein shall remain in effect until such time as a successor agreement is reached and becomes effective, unless the Union is decertified.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

PINELLAS SUNCOAST TRANSIT  
AUTHORITY NEGOTIATING TEAM

SERVICE EMPLOYEES INTERNATIONAL UNION  
FLORIDA PUBLIC SERVICES UNION  
NEGOTIATING TEAM

\_\_\_\_\_  
Brad Miller  
Chief Executive Officer/Executive Director

\_\_\_\_\_  
SEIU Representative  
Rick Smith

\_\_\_\_\_  
Joseph Yacone

\_\_\_\_\_  
Gary Morris

## APPENDIX A

### PSTA TIME OUT SLIP

(Request to be absent from duty by authorized Union Officer or Stewards)

Submit form to appropriate Department Head for signature. Union officer/steward must turn form back to department when he/she returns to duty in order to be paid.

To: \_\_\_\_\_ Date: \_\_\_\_\_  
Department Head Month/Day/Year

From: \_\_\_\_\_  
Name & Payroll Number (Please Print)

I hereby request to be absent from duty for the following reason: (Check one)

	TIME	DATE	LOCATION	PAY STATUS
Grievance Hearing PSTA PAY	_____	_____	_____	_____
Arbitration Hearing NO PAY	_____	_____	_____	_____
Consultation (agreed to by Management)	_____	_____	_____	PSTA PAY
Administrative Leave	_____	_____	_____	NO PAY
GRIEVANCE NUMBER	_____			

Authorized By Department Head \_\_\_\_\_  
Yes No

Signature \_\_\_\_\_

Time checked off duty \_\_\_\_\_ Time checked back in \_\_\_\_\_

**APPENDIX B**

**NOTICE TO EMPLOYER AND UNION**

**AUTHORIZATION FOR DEDUCTION OR REVOCATION OF UNION DUES**

\_\_\_\_\_

\_\_\_\_\_

I hereby authorize my Employer to deduct from my wages each applicable pay period my Union Dues as certified by the Union, and to transmit this amount to the Treasurer of the Union.

I hereby authorize my Employer to stop all deductions from my wages for the payment of Union Dues, special assessments or any other Union fees.

I understand that this authorization or revocation is voluntary and I may revoke it at any time by giving by Employer thirty (30) days advance notice in writing.

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Signed**

\_\_\_\_\_

**Job Title**

\_\_\_\_\_

**Department  
Payroll No.**

\_\_\_\_\_

**Social Security No.**

## **APPENDIX C**

### **PINELLAS SUNCOAST TRANSIT AUTHORITY ATTENDANCE CONTROL POLICY**

All jobs at PSTA are important. For the Authority to operate effectively and efficiently, it is necessary for all employees to be at work during scheduled working hours, with the exception of time off either granted by Authority policy or mandated by law. The Authority does realize employees will be absent on occasion due to bona fide illness, personal business, or emergencies. The purpose of this policy is to clarify the Authority's attendance standards, define what an absence is and the procedures to be used to control absenteeism.

An occurrence is defined as an absence. The types of leave that count as occurrences, whether paid or unpaid, are:

1. Employee Illness
2. Excused Absence Without Pay
3. Doctor's Appointment With No Medical Verification

Exceptions to this policy are as follows:

1. An approved leave for Union business shall not be considered an occurrence.
2. Approved leaves of absence of the equivalent of one full work week (four or five consecutive days not necessarily in the same payroll week) will not count as an occurrence. This means that approved leaves of absence of less than the equivalent of one full work week will be counted as an occurrence.
3. Three verifiable emergency days in any given twelve month period shall not count as occurrences. Emergencies are defined as medical emergencies for immediate family members which include parents, spouse, children and domestic partners only. Emergencies also include school emergencies for dependent children whether medical or otherwise, and a car accident involving the Employee on his way to work at PSTA on the day of the occurrence where a law enforcement agency is called to the accident scene (the employee must provide PSTA with a copy of the police crash report). The emergency must be verified with appropriate documentation within three days. The Authority has the right to determine the authenticity of the documentation.
4. Absences due to doctor's (including dentist and chiropractor) appointments of four hours or less shall not count as an occurrence. Employees must request the leave by 1:00 PM the day prior to the appointment. Any such absence shall require a medical release or certificate verifying said appointment upon employee's return to work. All employees are urged to make every attempt to schedule doctor's appointments on their day off. Absences for medical appointments that have not been requested within the above time limits shall be counted as an occurrence.

5. Absences as a result of being subpoenaed to a documented court appearance. This shall not include any cases in which the employee is the plaintiff in legal proceeding(s) where PSTA and/or any other employee is the defendant.

***DISCIPLINARY ACTION***

<b>STEP</b>	<b>OCCURRENCES</b>	<b>DISCIPLINARY ACTION</b>
ONE	SIXTH	COUNSELING
TWO	SEVENTH	WRITTEN WARNING
THREE	EIGHTH	ONE DAY SUSPENSION
FOUR	NINTH	THREE DAY SUSPENSION
FIVE	TENTH	TERMINATION

Occurrences shall be counted as a single occurrence regardless of the number of days as long as the employee has not returned to work and completed a full day's assignment. Discipline for absences shall be administered in a progressive manner (as outlined above) based on the number of occurrences in any given twelve (12) month period ending with the latest occurrence. Employees shall be notified of an infraction within fifteen (15) calendar days of the occurrence. Starting with the sixth occurrence, employees must present original documentation which pertains to the dates of the illness from a physician or appropriate documentation for any other absence upon return to work. PSTA reserves the right to require a certification of illness by a physician or chiropractor if there is doubt as to the employee's illness.

**PSTA**  
**SUPERVISORS**  
**GENERAL RULES**

Effective October 1, 2011



## **GENERAL RULES**

Since PSTA is publicly owned and operated, each person employed by PSTA is, in effect, a "Public Employee". You are part of a highly personal industry and our success depends on the manner in which you perform your duties. Steady attendance, adherence to schedules and instructions, and respect for our bus passengers, PSTA employees and for other motorists all ensure that the public receives the best service possible. It is the responsibility of all employees of PSTA to provide the best service in the most efficient manner, and by adhering to these rules, regulations, policies, and procedures you can be sure of doing your part for the betterment of public transportation in Pinellas County.

These General Rules do not and cannot address every conceivable situation. PSTA has issued and will in the future issue policies and procedures addressing situations not fully addressed by these General Rules. Employees shall adhere to those policies and procedures properly issued by PSTA. Disciplinary action for failure to comply with those policies and procedures shall be in accordance with the guidance provided in the applicable policies and procedures. Transportation Employees are to direct any and all problems first to the Lead Supervisor, then the Transportation Manager or the Director of Transportation for clarification. Maintenance supervisors are to direct any and all problems first to the Maintenance Lead Supervisor, then the Maintenance Superintendent and then to the Director of Maintenance, for clarification.

The following rules are provided for employees to abide by:

### **ADHERENCE OF RULES**

Employees shall be in compliance with all rules, orders, bulletins, instructions and PSTA's Substance Abuse and Anti-Harassment policies. Ignorance on the aforementioned will not be accepted as an excuse of failing to comply. Imposing discipline shall be consistent with the time frames specified in the labor agreement.

## **GROUPS OF OFFENSES**

### **GROUP I OFFENSES AND RECOMMENDED DISCIPLINARY ACTION**

Violation of the following rules shall be grounds for immediate discharge:

1. Use or possession of alcohol within four hours of reporting to duty, or during the hours an employee is on call, the use or possession of, or under the influence of, controlled substances (except a drug prescribed by a licensed medical doctor), or narcotics with the intent to work or while on duty.
2. Falsifying a report, timesheet/timecard (including punching another employee's time card or allowing your timecard to be punched by another employee or a certificate or declaration of injury or sickness.)
3. Unauthorized possession of a firearm or any illegal weapon while on duty or on PSTA

premises, as defined by PSTA Policy 08 dated 7/27/99 except for any firearm legally owned by the employee, that the employee lawfully possesses and locks inside or to a private motor vehicle in a PSTA parking lot, as set forth in the Preservation and Protection of the Right to Keep and Bear Arms in Motor Vehicles Act of 2008, § 290.251, Fla. Stats, et seq.

4. Theft [including failure to turn in lost and found articles].
5. Conviction of a felony.
6. Lewd or lascivious behavior.
7. Failure to report any incident involving bodily injury or any accident
8. AWOL - failure by a transportation supervisor to contact the Lead Supervisor or Transportation Manager, on three (3) consecutive days of unexcused absence or failure by a maintenance supervisor to contact the Lead Man, Lead Supervisor or Superintendent on three (3) consecutive days of unexcused absence.
9. Participation in any illegal activity while wearing an Authority uniform, or part of the Authority uniform that would identify the employee as a PSTA employee, whether the employee is on duty or off duty at the time of committing the illegal activity.
10. Driving a PSTA vehicle without a valid, proper Florida license or with a suspended or expired license. Provided, however, an employee may present documentation to show that he/she did not know his/her license was suspended or expired.
11. Vandalism or willful damage to PSTA property or equipment, or to another employee's property or equipment while on PSTA premises.
12. Any physical violence on PSTA property or while on duty, except to prevent personal injury.
13. Involved in any one accident that results in death or serious bodily injury ("serious bodily injury" means an injury which consists of a physical condition that creates a substantial risk of death, loss of any bodily member or organ, or paralysis) that is caused by the employee's negligence. The employee will be considered to have been negligent if as a result of such an accident he/she is determined to have violated any local, state, or federal law in connection with the accident.
14. Using a cell phone or PDA, "Blue Tooth," other wireless or non-wireless headphones, or other electronic devices, including but not limited to sending or reviewing text, messages or emails that results in an accident causing death or serious bodily injury ("serious bodily injury" means an injury which consists of a physical condition that creates a substantial risk of death, loss of any bodily member or organ, or paralysis.)
15. Engaging in any conduct that is unbecoming an employee. Conduct unbecoming is any conduct which adversely affects the operations of PSTA or any conduct which adversely affects the reputation of PSTA, or

any employee thereof. Employees shall conduct themselves at all times while on duty, in a manner which reflects favorably upon PSTA.

16. Tampering with, altering, or affecting the operation, in any way, of the onboard bus surveillance system, unless the employee is authorized by the Authority to perform maintenance or other work on the onboard bus surveillance system. "Tampering with" and "altering" include, but are not limited to moving of the cameras, protective covers, or domes; blocking (whether partial or total) the cameras; and impairing in any way the ability of the surveillance system and any related equipment to operate as it was intended. It is not a violation of this rule to accidentally move, alter or affect the operation of the onboard bus surveillance system.

#### GROUP II OFFENSES AND RECOMMENDED DISCIPLINARY ACTIONS

Violation of the following rules shall result in the following discipline:

First Violation: Written warning and two (2) day suspension

Second Violation: Discharge

1. Insubordination. [DEFINITION = Insubordination is the blatant and willful refusal by an employee to carry out his/her work assignment(s) or blatant and willful failure to follow instructions by the employee's immediate supervisor, a manager or any director.]
2. The use of profanity, obscene gestures, threats.
3. Practical jokes, horseplay, or pranks that cause physical injury to another employee.
4. Unauthorized use of PSTA vehicles. Includes taking a PSTA staff car home without approval from your immediate supervisor, Transportation Manager, or Director of Transportation (exception: authorized lunch breaks while on a road duty shift)
5. Allowing an unauthorized person to operate a PSTA vehicle.
6. Failure to report a citation for a traffic violation while operating a PSTA vehicle. Note: Florida Law requires the holder of a Commercial Driver's License (CDL) to report any driving convictions to his/her employer regardless of the time, duty status, or vehicle.
7. Reckless driving on PSTA property in a private or PSTA vehicle.
8. Leaving the property during scheduled shift or paid break time without management approval.
9. Sleeping while on duty (including in a PSTA vehicle), except while on authorized break.
10. Using a cell phone or PDA, "Blue Tooth," other wireless or non-wireless headphones, or other electronic devices, including but not limited to sending or

reviewing text, email or other forms of electronic messages while driving a PSTA vehicle. (Safety is always a concern when driving PSTA vehicles. If you need to use your phone, pull the car over to a safe location. At no time are you to use personal text messaging while driving. The use of the staff car AVL system is allowed providing you pull over to a safe location when using it.)

11. Intentionally endangering, taking action to endanger, or refusing to take action so as to cause to endanger the life, safety, and health of PSTA employees, customers and members of the public.

### GROUP III OFFENSES AND RECOMMENDED DISCIPLINARY ACTIONS

Violation of the following rules shall result in the following discipline:

First Violation: Written warning

Second Violation: Written warning and one (1) day suspension

Third Violation: Final warning and three (3) day suspension

Fourth Violation: Discharge

1. Discourtesy, disrespect, or any offensive behavior that would have a harmful effect on PSTA's public image, operations, or employees.]
2. Substandard job performance. (DEFINITION = Inability to perform work and duties with reasonable efficiency, poor work, or incompetence, does not include failure to follow dispatch or scheduling procedures under Group IV.5.).
3. Performing personal business while on duty.
4. Practical jokes, horseplay, or pranks that are offensive to another employee.
5. Misuse of PSTA photo identification pass.
6. Smoking in PSTA vehicles, in PSTA buildings, or on PSTA property that prohibits smoking.
7. Reporting for work in an unauthorized uniform or not following personal appearance hygiene requirements.
8. Failure to follow instructions issued by your immediate supervisor, manager or any director.
9. Having in your possession at "Blue Tooth," or other wireless or non-wireless headphones, or other electronic devices while operating a PSTA vehicle. [Possession is defined as: exposed, attached to your body or attached to the employee's clothing, in your hand, or any clip devices which results in the wearing of a phone electronic device or ear piece].
10. Watching television while on duty without permission. Does not apply while on break.

11. Failure to provide proper documentation upon return to work from employee illness or absence as outlined in the Attendance Control Policy.
12. Through an employee's negligence or carelessness, PSTA issued property, including portable radios, cameras, laptop and other electronic equipment which PSTA purchased for \$1,000.00 or more, is damaged, lost or stolen.

A violation of this rule only will be disciplined in accordance with the following:

First Violation: Written Warning and reimbursement of property value based on the depreciated value, may be made in installments of a minimum of \$40.00 per pay period.

Second Violation: Written Warning and reimbursement of property value based on the depreciated value, may be paid in installments of a minimum of \$80.00 per pay period.

Third Violation: Final Written Warning and reimbursement of property value based on the depreciated value, may be paid in installments of a minimum of \$80.00 per pay period.

Fourth Violation: Termination.

#### GROUP IV OFFENSES AND RECOMMENDED DISCIPLINARY ACTIONS

Violation of the following rules shall result in the following discipline:

First Violation: Verbal Warning

Second Violation: Written Warning, Retraining (retraining applies to violations of #5 only)

Third Violation: Written Warning and one day suspension

Fourth Violation: Final Written Warning and Three day suspension

Fifth Violation: Termination

1. Improper use or personal use of the PSTA radio system
2. The wearing and use of "blue Tooth," or other wireless devices while dispatching or on duty in the radio communications center.
3. Parking on PSTA property in areas where employee parking is prohibited.
4. Late Report.
5. Failure to follow dispatch or scheduling procedures.

The Service Employees International Union, Florida Public Services Union and the Pinellas Suncoast Transit Authority acknowledge that the attached General Rules are a true and correct copy of the General Rules agreed to by the parties during labor negotiations. The General Rules will become effective on October 1, 2011.

ACKNOWLEDGED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Brad Miller, CEO/Executive Director  
Pinellas Suncoast Transit Authority

ACKNOWLEDGED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Rick Smith, SEIU Representative

ACKNOWLEDGED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Gary Morris, SEIU

ACKNOWLEDGED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Joe Yacone, SEIU