

LABOR AGREEMENT

BETWEEN

PINELLAS SUNCOAST TRANSIT AUTHORITY

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION,
FLORIDA PUBLIC SERVICES UNION, CHANGE TO WIN**

MARCH 30, 2016

THROUGH

SEPTEMBER 30, 2018

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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 the Service Employees International Union, Florida Public Services Union, Change to Win, 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 Florida Public Services Union, Change to Win in accordance with the certification granted by the Public Employees Relations Commission on August 28, 2015.

It is the intent and purpose of this Agreement to set forth herein the full agreements between the parties concerning its subject matter. It is understood that the Authority is engaged in furnishing a public service that vitally affects the health, safety, comfort and general well-being 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 - 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 the "Position Classifications," found in the Appendix 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 (PERC) on August 28, 2015 and comprises all full and part-time employees employed in the classifications enumerated in the "Position Classifications," found in the Appendix of this Agreement. All other employees, in other ranks, positions, and classifications are excluded from the Transit Authority Bargaining Unit.

Section 3.

The Union hereby recognizes the Chief Executive Officer (CEO) and Chief Operating Officer (COO) as the public employer's representatives 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 Chief Executive Officer (CEO) and/or Chief Operating Officer (COO) shall advise the President of the Union of the nature of the emergency.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1.

All rights, powers, authority and privileges heretofore held or exercised by the Authority are preserved and retained; any prior waiver of any such right, power, authority, or privilege is revoked. The Authority retains all management rights established under Chapter 447, Florida Statutes, other applicable law, and the decisions of the Public Employees Relations Commission and the courts. 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.

Section 2.

If in the sole discretion of the Chief Executive Officer (CEO) or his designee, 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, any or all provisions of this Agreement may be suspended by the CEO or his designee 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 the Pay Provisions section of this labor agreement, 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 law.

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 as determined in the sole discretion of the Authority.

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 (1) 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 subject to the rules and regulations of PSTA's company-wide policy regarding "Dependent Passes."

Section 4.

All employees who retire through normal retirement or disability under the Florida Retirement System will be issued one (1) lifetime bus pass. Lifetime bus passes will be replaced by PSTA if lost or destroyed.

Section 5.

Expectations are that all PSTA employees (both management and the union) shall be treated fairly, equally, with respect and dignity at all times. If corrective action needs to be taken by PSTA management, to the best of his or her abilities and where circumstances allow, it will be conducted in private, and in an orderly manner.

ARTICLE 5 - UNION REPRESENTATION

Section 1.

The Authority agrees to recognize the officers and stewards of the Union designated by the Union as set forth in this article. The Union shall furnish written notice to the Authority's Executive and Senior management team of all currently designated officers and stewards at least seven calendar days prior to the effective date of their appointments. The Authority is not obligated to recognize any Union officer or steward for any purpose until the eighth (8th) calendar day following its receipt of written notice of the officer's or steward's designation by the Union. The Union will immediately notify the Authority in writing when it withdraws its designation of any individual as an officer or steward and the Authority will not recognize any individual as an officer or steward as to whom it has received written notice of the Union's withdrawal of designation.

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

Subject to the limitations set forth in this section, officers and stewards who are employees of the Authority shall be allowed to take time off without pay for the purposes designated in this section. The employee must submit a request for unpaid leave for a designated purpose no later than 1:00 p.m. on the work day before the day for which the leave is being requested. The Authority agrees to honor such requests to the extent they do not adversely affect PSTA operations as determined by PSTA in its sole discretion. No more than two (2) bus operators, one (1) customer service representative, and one (1) Maintenance employee may be off at any one time under this section, provided, however, that the limitation in this sentence does not apply to members of the Union negotiating team attending noticed collective bargaining negotiations sessions with management. The number of employees on the Union negotiating team attending noticed collective bargaining sessions with management will not exceed seven (7) at any one session.

Unpaid leave may be granted under this section only for the following purposes:

- a. Attending an arbitration hearing.
- b. Attending Bargaining Unit noticed collective bargaining negotiations sessions with management as a member of the Union negotiating team.
- c. Union requested meetings with Authority employees.
- d. Discovery meetings.
- e. Authority's Committee or Board Meetings. (Limited to one (1) Union official.)
- f. Investigating grievances.

Section 4. Authorized Leave with Pay

In addition to any Union officer or steward who takes unpaid leave under Section 3 of this Article, no more than two (2) Union officers or stewards at any one time may take off for the purposes designated in this section. The employee must submit a request for paid leave for a designated purpose no later than 1:00 p.m. on the work day before the day for which the leave is being requested. The Authority agrees to honor such requests to the extent they do not adversely affect PSTA operations.

Paid leave may be granted under this section only for the following reasons:

- a. Attending a consultation at PSTA's request.
- b. Conducting general, vacation, or holiday bids.
- c. Introductions to new-hire training classes.
- d. Attendance at Step 1 and Step 2 grievance hearings not-to-exceed two (2) PSTA employees.

Section 5.

Authorized and recognized Union representatives will be allowed to enter lunch rooms and bus operator break room areas only during regular working hours to carry out the functions which are related to this Labor Agreement. Other areas may be accessible with prior department manager approval and notification. Union representatives may be asked to leave work areas if disruptions occur. 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 Authority operations. Authority work hours shall not be used by employees or Union representatives for the conduct of Union organized meetings or 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. COPE deductions for SEIU is optional for employees but may be collected through payroll deductions on behalf of SEIU with submission of appropriate form.

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. Authority will provide notification to the Union.

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 Union's Chief Administrative Officer or designee 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, or if the deduction would reduce the employee's pay below the statutory minimum for the number of hours worked; Union dues or standard assessments will not be deducted from an employee's pay. However, the appropriate deductions for two (2) 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:

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**Notice to Employer and Union
 Authorization for deduction for Union Dues, Uniform Assessments,
 and/or COPE Donations**

I request and authorize my employer _____ to deduct from my earnings and transmit to SEIU, Florida Public Services Union, membership dues as certified by FPSU. Dues deductions will begin in accordance with the arrangements agreed upon by FPSU and my employer. I understand that I may revoke this authorization through written notification to my employer and FPSU. Cancellation of my dues deduction will go into effect within thirty (30) days following receipt of said notification by my employer and FPSU. Contributions or gifts to SEIU FPSU are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

Name (Print) _____ Date of Birth _____ SS# _____

Address _____ City _____ State _____ Zip Code _____

Home Phone _____ Cell Phone _____ Personal Email _____

Employer _____ Job Title _____

Date of Hire _____ Dept/Division _____ Work Location _____

Hours of Work _____ Work Phone _____ Full Time Employee Part Time Employee

Yes! Please send me FPSU updates by text. Name (Printed) _____ Cell Phone # _____

*****Standard Text Messaging Rates May Apply*****

Signature _____ Date _____

COPE Contribution: I further authorize my employer to deduct an additional \$ _____ per week from my wages and remit to SEIU Florida Public Services Union (FPSU) as my voluntary COPE contribution. I understand this contribution is not a condition of union membership or of employment with any employer and that I have the right to refuse to sign this authorization and to refuse to contribute to COPE without reprisal. I understand that COPE funds will be used for political purposes, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state and local elections. I further understand that any suggested contribution is merely a suggested guideline and that I am free to contribute more or less by this or some other means and that FPSU cannot favor or disadvantage me because of the amount of my contribution or my decision not to contribute. Contributions or gifts to SEIU FPSU COPE are not tax deductible as charitable contributions. Only U.S. citizens or lawful permanent residents are eligible to contribute to COPE. Signature _____ Date _____



ARTICLE 7 - PROHIBITION OF STRIKE

Neither the Union nor any bargaining unit employee will take part in, authorize, instigate, condone, ratify, or acquiesce in any strike, work stoppage, slowdown, "sick-out," or other concerted failure or refusal to perform assigned work ("Stoppage"). The Union agrees to use its best efforts to discourage any employee or group of employees from violating this article. The Union agrees that if it is determined to have violated its obligations under this article, it will indemnify and hold harmless the Authority from all costs, expenses, injuries and damages, including any attorney's fees incurred by the Authority as a result of the Stoppage or the Authority's actions, including legal action, taken to oppose the Stoppage.

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ARTICLE 8 - NON-DISCRIMINATION

There shall be no illegal discrimination against any person. Alleged violations of this Article are not subject to the grievance procedure of this Collective Bargaining Agreement.

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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
- Pinellas Park Transportation Center
- Service Lane (Fueler/Cleaner) Area
- Facilities (Building and Grounds) Area

Section 2.

Bulletin boards or bulletin board space shall be large enough to accommodate up to four (4) notices of eight and one-half inches (8½") by fourteen inches (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.

Section 4.

All notices shall be on official Union letterhead stationery 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.

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ARTICLE 10 - SENIORITY, LAYOFF AND RECALL

Section 1. Basis of Seniority

A. Probationary Periods

All new employees shall serve a one hundred eighty (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.

B. Transfers

Any full-time employee who accepts transfer to a new classification shall serve a one hundred eighty (180) calendar day probationary period. The vacated position may be immediately posted and filled by the department. 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 without loss of seniority or benefits provided there is a vacancy within the classification and department. If not, the employee may be offered the position upon the next opening provided he is in good standing with the Company.

C. Demotion

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. Employee demotions shall not guarantee a return to his prior seniority in the classification nor will the demotion take into consideration years of service

unless agreed upon and advocated by the Union.

D. 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) calendar 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 2B of this Article.

E. 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 the Leave without Pay section of this labor 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.

2. Total years of service for seniority within a classification shall be used for purposes of Lay off and Recall for all employees.
3. Transfers between classifications will allow the transferred employee to

count his total years of service when deciding seniority in a new training class only.

F. 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.
8. In the event a former collective bargaining employee may be reinstated at PSTA, the Authority and Union may mutually agree upon terms for restoring former seniority, pay-rate, or both, for the employee.

G. 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.

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.

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 (2) 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 of the same department within the Bargaining Unit, seniority permitting.
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 layoff 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 or Director of Maintenance 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) calendar 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) calendar 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.

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ARTICLE 11 - JURY DUTY/COURT ATTENDANCE

Section 1.

In the event an employee is subpoenaed or summoned for jury duty or as a witness of a public jurisdiction, whether in Court or through a sworn deposition, he shall receive pay at his straight hourly rate for the hours required to be absent from his currently scheduled work hours. Employees who perform jury duty or serve as a fact witness for only a portion of their regular scheduled workday [less than four (4) 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 as a fact witness in a court proceeding or PERC hearing on behalf of a party that is not 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 the Sick Leave section of this Labor Agreement 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.

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 for this purpose. Leave will only be granted if the employee presents such documentation such as a copy of the subpoena or summons.

Section 7.

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

Section 8.

Employees who are required to attend a PERC hearing because they are the charging party, may request time off to attend the hearing without pay so long as they notify the Authority in accordance with the procedures set forth in the Article pertaining to Sick provisions, and provide the Authority with a copy of the notice of hearing at the time of notification. The Employee will be granted leave without pay for up to four (4) hours.

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ARTICLE 12 - 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. The employee will furnish reasonable proof in all cases for funeral leave. PSTA may request reasonable proof that the employee traveled 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.

For purposes of this Article, 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, brother-in-law, sister-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 head 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 13 - 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 Human Resources 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.

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ARTICLE 14 - 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 appropriate department head to weigh each request and determine each case on its own merits. If an employee believes that the department head unfairly denied his/her request for Leave without Pay, the employee may request a consultation with either the Chief Operating Officer or the Director of Human Resources. The decision of the Chief Operating Officer, Director of Human Resources, or designee will be final and not subject to the grievance/arbitration procedure as provided in the Grievance and Arbitration section as found in this Labor Agreement and Contract.

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ARTICLE 15 - VACATION LEAVE

(SEE TRANSPORTATION, MAINTENANCE, OR CUSTOMER SERVICE ARTICLES 27, 29, AND 30 FOR SPECIFIC APPLICATIONS.)

Section 1. Vacation Entitlement

Effective with the execution date of this contract, the Authority and Union agree to take the necessary steps for shoring up vacation balances for all full-time employees in the Bargaining Unit who carry a negative vacation balance by December 31st, 2016. All applicable employees carrying a negative vacation balance will be notified of their status and vacation account balance via letter from the Authority. Employees carrying a negative vacation balance must take action for bringing their vacation balances current by electing one of the following two (2) options:

1. Cancel the appropriate amount of existing bid vacation hours through the end of the year (12/31/16) in order to bring his vacation account to "good standing" (no negative vacation balance by 12/31/16).

OR

2. Have the negative amount debited from their annual vacation entitlement effective January 1, 2017.

Effective with the execution date of this contract through December 31st, 2016, all full-time employees in the Bargaining Unit shall be entitled to annual vacation entitlement under the following formula:

- For service of at least one (1) year but less than five (5) years shall receive eighty (80) hours annual vacation leave with a 3.080 hour bi-weekly accrual rate.
- For service of at least five (5) years but less than ten (10) years shall receive one-hundred twenty (120) hours annual vacation leave with a 4.616 hour bi-weekly accrual rate.
- For service of at least ten (10) years but less than fifteen (15) years shall receive one-hundred sixty (160) hours annual vacation leave with a 6.160 hour bi-weekly accrual rate.
- For service of at least fifteen (15) years or more shall receive two-hundred hours annual vacation leave with a 7.696 hour bi-weekly accrual rate.

Effective after January 1, 2017, all employees ~~hired BEFORE 1/1/17~~ will be given their annual vacation entitlement the beginning of each year (month of January hereafter) as follows:

- For service of at least one (1) year but less than five (5) years shall receive eighty (80) hours annual vacation leave.

- For service of at least five (5) years but less than ten (10) years shall receive one-hundred twenty (120) hours annual vacation leave.
- For service of at least ten (10) years but less than fifteen (15) years shall receive one-hundred sixty (160) hours annual vacation leave.
- For service of at least fifteen (15) years or more shall receive two-hundred hours annual vacation leave.

~~Effective after January 1, 2017, all employees hired AFTER 1/1/17 will be given their annual vacation entitlement the beginning of each year (month of January hereafter) as follows:~~

- ~~• For service of at least one (1) year but less than five (5) years shall receive eighty (80) hours annual vacation leave.~~
- ~~• For service of at least five (5) years but less than ten (10) years shall receive one-hundred twenty (120) hours annual vacation leave.~~
- ~~• For service of at least ten (10) years or more shall receive one-hundred sixty (160) hours annual vacation leave.~~

Annual vacation entitlement is based on qualifications of the following pro-rata formula for each preceding year:

- 1680 or more hours worked receives one hundred percent (100%) of vacation entitlement.
- 1200 hours worked but less than 1680 hours worked receives seventy-five percent (75%) of annual vacation entitlement.
- 1040 hours worked but less than 1200 hours worked receives fifty percent (50%) of annual vacation entitlement.
- 480 hours worked but less than 1040 hours worked received twenty-five percent (25%) of annual vacation entitlement.
- Less than 480 hours worked receives no vacation entitlement.
- "Hours worked" for purposes of this Article only shall mean any day paid by PSTA, including work days, sick leave days, jury duty, worker compensation, modified duty, personal days, union business, military leave, and no pay excused day.

Section 2. Vacation Use

The following will go into effect with the execution date of this contract:

- All new employees hired after execution date of this contract must work a full twelve (12) months before being entitled to taking vacation hours.

Effective January 1, 2017 the following provisions for taking and carrying-over vacation will be in effect for all employees:

- A minimum of eighty (80) vacation hours **MUST** be taken in weekly increments. These hours must also be taken in order to qualify for end-of-the-year vacation pay-outs and vacation carry-over.
- A maximum of forty (40) vacation hours may be taken in daily increments provided an employee is entitled to at least one-hundred twenty (120) hours or more of vacation.
- Fifty-percent (50%) of unused vacation hours not used by December 31st of each year will be paid out by the Authority the following January.
- Fifty-percent (50%) of unused vacation hours may be carried over to the next calendar year.
- A maximum of ninety (90) hours may be accumulated in an employee's carry-over account.
- All vacation utilization is subject to the employees' respective department's bid rules.

Section 3. Leaving Employment

Effective after January 1, 2017, employees who have worked 1680 hours or more during any year and who either voluntarily or involuntarily leaves employment with the Authority shall be paid his full vacation entitlement per Section 1.

Employees who have worked less than 1680 hours during any year [after completing an initial twelve (12) months as a new employee] and leaves employment with the Authority either voluntarily or involuntarily shall receive vacation entitlement based on the following pro-rata formula:

1. One-twelfth (1/12th) of the vacation entitlement for each month of employment.
 - a. Any employee working beyond the twentieth (20th) day of the month will be counted as working a full month.
2. One-twenty-fourth (1/24th) of the vacation entitlement for each half month of employment.
 - a. Any employee working beyond the eighth (8th) day and through the twentieth (20th) day will be counted as working one-half (1/2) month.

Section 4. Retirement

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 5. Vacation Qualifications

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

Section 6. Vacation Conversions

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.

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ARTICLE 16 - SICK LEAVE

(SEE TRANSPORTATION, MAINTENANCE, OR CUSTOMER SERVICE ARTICLES 27, 29, AND 30 FOR SPECIFIC APPLICATIONS.)

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.

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 the Vacation Leave section of this labor agreement.

Section 4.

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 5.

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 six (6) bus operators may be off at any one time on such leave.

Section 6.

Employees shall receive pay for Personal Leave days from their Sick Leave. 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 7.

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 8.

An employee who has been employed by PSTA for less than one (1) year, and is off work for thirty (30) days or more due to illness or injury, will be required to pass a drug and alcohol return to duty test. The employee may also be required to pass a fit-for-duty test.

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ARTICLE 17 – HOLIDAYS

(SEE TRANSPORTATION, MAINTENANCE, OR CUSTOMER SERVICE ARTICLES 27, 29, AND 30 FOR SPECIFIC APPLICATIONS.)

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 opt 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.

Employees who are 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 five (5) day work week, and ten (10) hours if the employee bids a four (4) day work week.

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 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 4.

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 5.

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 6.

Holiday Bidding Procedures - Bus Operators (and Customer Service Representatives where applicable) –

- A. Holiday Bids shall consist of two (2) lists which shall be posted in each department in which employees of the Bargaining Unity 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.
- 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 7. Birthday Bidding Procedures (Bus Operators and Customer Service Representatives)

- 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 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 will

be off on his birthday if it is his scheduled day to work.

- C. If an employee chooses to take his birthday off on any bid 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.

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ARTICLE 18 - PAY PROVISIONS

Section 1.

All bargaining unit employees shall be paid the hourly rates as shown in Appendix "B," beginning the first pay period in March 2016 (March 6th through March 19th 2016); as shown in Appendix B-1, beginning with October 1, 2016; and as shown in Appendix B-2, beginning with October 1, 2017.

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 into a new rate of pay based on the pay table found in the Pay-Rate Appendix of this Agreement. The employee's new rate will be in accordance with the appropriate STEP level as determined by the Authority.

See MAINTENANCE section (Maintenance Employee Promotions) for appropriate application for Maintenance employees.

Section 4.

Employees who accept positions of Line Instructor and Interim Supervisor, or those 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 one dollar (\$1.00) 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 department head or his 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 may result in a charged occurrence.

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 ($\frac{1}{2}$) 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 the Basic Work Week/Overtime section of this labor agreement, 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 Special pickup and drop-off 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 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 for their 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.

ARTICLE 19 - 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 corrective 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 (8) hours of rest before the start on the next day's work assignment. Operators will not be allowed to exceed twelve (12) hours of driving time in a twenty-four (24) hour period, or exceed sixteen (16) hours of on duty time. Operators who reach the maximum will be required to have an off-duty time of eight (8) 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 operator may also exceed their regulated hours in order to reach a regular relief point provided the additional driving time does not exceed one (1) 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.

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.

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ARTICLE 20 - CORRECTIVE ACTION

Section 1.

The right to take corrective action belongs to and remains with the Authority. Employees covered by this Agreement shall have the right to be heard in accordance with the grievance procedure. All employees are subject to the rules and regulations of the Authority except where this Agreement takes precedence.

An employee will not be charged with an infraction or discharged without just cause. All corrective action type entries added to an employee's record will be done with the employee's knowledge.

In each case where corrective action is taken, the employee and the Union will be given a written statement of the charges against him as well as the corrective action to be taken. The Union will be present at any corrective action 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 corrective action by suspension shall be administered against any employee that will permanently impair his seniority.

Any complaint made from the public which is not verifiable by the Authority shall not be used against an employee for corrective actions. Verifiable means being able to identify the complainant via physical address, phone, or email communication.

Section 2.

For the purpose of this Article, the parties agree that corrective action 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 Grievance Procedure contained in this labor agreement.

An employee will be notified in writing of any corrective 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.

Section 3.

In any corrective action 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 or designee 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.

An employee will be notified in writing of any corrective 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 fifteen (15) week days of the 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.

The appropriate manager shall forward a copy of any written corrective action within three (3) calendar days to the appropriate Union representative.

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ARTICLE 21 - 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.] This contractual grievance procedure shall be the sole and exclusive method of review of grievances available to the Union and Bargaining Unit employees.

The election by an employee or the Union to seek a remedy using a procedure other than this contractual grievance procedure shall preclude that employee or the Union from availing itself of this contractual grievance procedure for any grievance arising from the same nucleus of operative facts.

- B. An employee proceeding in a grievance hearing under this Article may decline Union representation or assistance.

Adjustments of grievances shall not be inconsistent with the terms of this labor agreement. A non-disciplinary grievance that is alleged to affect more than one (1) bargaining unit employee (a "general grievance") may only be submitted by the union. A general grievance shall be initially submitted at Step 2 within ten (10) week days of the time the Union or any Bargaining Unit employee was or should have been aware of the event giving rise to the grievance. The resolution of a general grievance is binding on the Union and all Bargaining Unit employees.

Only the Union may submit a general or class action grievance.

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

- C. Witnesses who are employees will not suffer a loss of pay or benefits for time spent testifying in a grievance or arbitration hearing. Witnesses will be scheduled for testimony so as not to disrupt or interfere with Authority operations, insofar as is practicable. The Union or grievant shall give the Authority at least twenty-four (24) hours' notice of the identity of employee witnesses expected to be called for testimony during their scheduled work hours. 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.

- D. Reasonable effort shall be made to schedule grievance meetings during the aggrieved employee's regular work hours, subject to the Authority's operational needs. The aggrieved employee shall receive the employee's regular compensation for grievance meetings or arbitration hearings the employee attends during the employee's regularly scheduled work hours, provided, however, that attendance at a grievance meeting or arbitration hearing shall not be paid at the overtime rate nor shall such hours be counted for the purpose of calculating overtime. The aggrieved employee shall not be compensated for attending grievance meetings or arbitration hearings not held during the employee's regular work hours.

The aggrieved employee shall request to be absent for a grievance meeting not less than twenty-four (24) hours in advance and shall make the request according to the regular procedure for requesting time off. The employee will be notified as soon as it is practicable whether the request is granted or denied. If the time off request for a grievance meeting is not timely made or if it is denied, the grievance meeting shall be rescheduled for a time when the aggrieved employee is not scheduled to work. The aggrieved employee shall request to be absent for an arbitration hearing not less than two (2) weeks in advance and shall make the request according to the regular procedure for requesting time off. If the time off request for the arbitration hearing is not timely made, the hearing will be rescheduled and the aggrieved employee or the Union shall bear the full cost of the rescheduling.

- E. Employees will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this agreement. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.

Section 2. Grievance Procedure

- A. Grievance and Arbitration.

- 1. Representation of Union.

The Union may be represented at any Step of this Procedure by no more than two (2) representatives. If the Union is providing representation to the grievant, those representatives shall count against the Union's representatives.

- 2. Time Limits.

Time is of the essence. Time limits set forth herein shall be strictly enforced unless otherwise agreed in writing by PSTA and the employee or the Union,

as applicable. A grievance that is not made or advanced in a timely fashion at any point shall be conclusively deemed abandoned, null, and void, and considered decided on Management's last determination. A "week day" is Monday through Friday, provided, however, that a holiday recognized under this agreement shall not be counted.

3. Step 1.

An employee or the Union may submit a grievance within ten (10) week days of the date discipline is issued. The grievance shall be in writing and shall include a concise statement of the facts giving rise to the grievance, including the date the discipline was issued; the remedy requested; the signature of the employee and, if submitted by the Union, of a Union representative; and the date the grievance is submitted. Failure to include all required information shall render the grievance null and void. The grievance shall be submitted to the head of the PSTA department in which the employee works. The department head or his or her designee will schedule a meeting regarding the grievance to occur within ten (10) week days of the submission of the grievance and will issue a decision in writing within ten (10) week days of the meeting. Settlement offers of mitigation and other agreements made between the Union and the Authority during the Step 1 process shall be considered full and final, and as such, may not be advanced to Step 2.

4. Step 2.

The employee or the Union may appeal the Step 1 decision within ten (10) week days of the issuance of the Step 1 decision. An appeal shall be in writing and shall include the written Step 1 grievance; the written Step 1 decision; a concise statement explaining why the grievant contends the Step 1 decision was in error; the signature of the grievant and, if submitted by the Union, of a Union representative; and the date the appeal is submitted. Failure to include all the required information and documents shall render the appeal null and void. The appeal shall be submitted to the Chief Operating Officer (COO). The Chief Operating Officer (COO) will schedule a meeting regarding the appeal to occur within ten (10) week days of the submission of the appeal and will issue a decision in writing within ten (10) week days of the meeting. Settlement offers of mitigation and other agreements made between the Union and the Authority during the Step 2 process shall be considered full and final, and as such, may not be advanced to Arbitration.

B. Arbitration Referral

1. For any grievance that is not resolved at Step 2, the Union or, in a proper case, the aggrieved employee may, within five (5) week days after issuance

of the Step 2 written answer, submit a notice of filing for arbitration to the Chief Operating Officer (COO) or designee.

a. Access to Arbitration.

No employee may advance a grievance to arbitration without the approval of the Union, except in a case in which the Union has refused to process the grievance or request for arbitration solely on grounds that the employee is not a member of the Union. If the Union withholds approval on such grounds, it will immediately provide a written statement to that effect to PSTA.

b. Issues at Arbitration.

The issues before the Arbitrator shall be strictly limited to those stated in the written Step 1 grievance, plus any procedural or other defenses PSTA or the Union may have. The Arbitrator may not add to, subtract from, modify, or alter the terms of this Collective Bargaining Agreement. The arbitrator shall reach his or her decision according to the preponderance of the evidence and not any higher evidentiary standard. The arbitrator shall issue his or her decision within 30 calendar days of the close of the arbitration hearing or submittal of post-hearing briefs, whichever is later.

c. Arbitration Expenses.

PSTA will be responsible for one-half of the expense the arbitrator's fee and expenses. The grievant or Union shall be responsible for the balance. An employee proceeding without Union representation shall pay to PSTA the sum of \$3,000.00 at the time of submission of the Notice of Intent. That sum shall be held by PSTA or its agent and shall be applied to the employee's share of the arbitration expenses. Any remaining amount shall be refunded to the employee without interest. Any balance due to the arbitrator must be paid directly to the arbitrator by the employee and will in no case be the responsibility of PSTA. Each party will otherwise be responsible for its own expenses. If there is a cost for the location of the arbitration hearing, the party requesting that location shall be responsible for the full cost.

2. Simultaneously with the submission of the notice of filing to the Authority, the requesting party shall submit to the Federal Mediation and Conciliation Service the FMCS form to request the list of seven (7) qualified neutral arbitrators along 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 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. Either party may reject up to two panels and request a substitute panel from the FMCS.

3. 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.
4. 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.
5. The arbitrator shall render his decision no later than thirty (30) calendar days after the hearing or after submission of post-hearing briefs, if any, whichever is later.

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ARTICLE 22 - 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 appropriate department head 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 Chief Operating Officer (COO) or the appropriate department Director. Where contact is required by Management with the Union, the point of contact is the Local Union President.

ARTICLE 23 - 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 designated Union 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. 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 department head or department head's designee regarding why the time was not allowed. Such explanation shall be provided within five (5) weekdays from the date of the employee's submittal.
- C. 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.
- D. Pay shortages shall be paid in the next scheduled paycheck.

Section 7. 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 workweek. Such employees shall be classified as part-time employees. The number of part-time/ non-guaranteed employees shall be set by the Authority.

- A. Part-time operators may not work Special assignments 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 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 employee shall work any full-time employee's shift, except under emergency situations where no full-time operator is available to perform the work. In this connection, said part-time employees shall be relieved by the first available full-time employee at the earliest opportunity.

Section 8. 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.

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ARTICLE 24 - 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 any PSTA vehicle (whether in service or not) in accordance with FDOT and FTA guidelines.
- 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. Drug testing is required for all employees returning to duty after being out of work for thirty (30) calendar days or more.

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 and be in accordance with FDOT and FTA guidelines.
- B. An employee who is tested (post-accident and reasonable suspicion) 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/alcohol test shall be terminated.

Section 5. 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 6. 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.

ARTICLE 25 - GROUP INSURANCE

Section 1.

A. Contributions

- 1) Effective October 1, 2015, the Authority shall pay \$741.06 per month towards health insurance coverage for each employee. Effective October 1, 2015, the total employee cost per pay period [over twenty-six (26) pay periods] is as follows:
 - Single (Employee Only): \$11.10
 - Employee + Spouse: \$192.62
 - Employee + Child(ren): \$108.63
 - Employee + Family: \$242.70
- 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) In the event of an annual premium increase for health insurance coverage for any fiscal year after FY 2015, the employee and Authority shall equally share the cost of the increase by each paying fifty percent (50%) of any increases in the premium applicable to the employee's type of coverage, in addition to the contributions set forth in section 1A of this article. This sharing of increases over the premiums effective on October 1, 2015 shall apply to all increases over 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. Prior to approving any annual health insurance contract or premiums that will cause an increase in employee payment, PSTA management will allow the Union to provide input.
- 4) Between the execution of this Agreement and renewal of the Authority's health insurance coverage in 2015, 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.

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 26 - RETIREMENT SYSTEM

Section 1.

Authority Contribution - It is agreed that the Authority shall continue to make state mandated 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.

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ARTICLE 27 – CUSTOMER SERVICE OPERATIONS

Section 1. 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 (hereinafter CSR) is ill and unable to work. If the Lead Supervisor of Customer Service cannot be reached by phone, the Superintendent of Customer Service is the alternate person to be called. In the event that both are unavailable or it is before or after regular business hours (to include weekends), dispatch may be contacted.

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

CSRs shall be responsible for notifying the Lead Supervisor of Customer Service or designee no later than 3:00 PM the day before returning to work in order to work their regular shift. CSR's who fail to report back for duty as prescribed shall not be allowed to work their regular shift if a replacement has already been scheduled.

Section 2. 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. For vacation days, only a maximum of two (2) CSR's shall be allowed off for scheduled vacation on the same day. Vacation shall 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. Once the vacation bid is over, CSR's shall have the opportunity to request vacation time and personal leave days in increments of one (1) day. For combined vacation and personal leave days, only a maximum of two (2) CSR's taking vacation one CSR taking a personal leave day may be off on the same day.

If a CSR 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. CSR's also have the option of passing on the vacation bids 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.

Section 3. Shift Bidding

All shifts will be bid by seniority with the most senior CSR bidding first. All shifts will be bid three (3) times a year, unless a full time shift is vacated. In this event, a Bump Down will be held, providing the shift is vacated any time between the effective date of the shift bid and no later than 45 days before the end of the current work schedule.

CSR bids will be posted on the Customer Service Drive (M:) for review 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.

Section 4. Overtime

Management will offer overtime work to CSR's based on volunteering (in writing) in order of seniority.

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

Overtime will be assigned to off-day CSR's before it is assigned to CSR's for work before and/or after their work shift.

Any CSR who wishes to work overtime will volunteer in writing or electronic mail by 12:00 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 CSR does not volunteer, it shall be assumed that the CSR is not interested in working and will be passed for overtime assignments. All overtime work will be assigned on a seniority basis. If two (2) or more CSR's volunteer to work on the same day or for the same period of time, seniority will prevail.

In the event unscheduled overtime work becomes available, or no employee has volunteered for overtime, off day CSR's will be called at their homes in order of seniority. If a CSR 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 CSR has one (1) hour from the time the message is left to respond. If no response is received within that one (1) hour period, that CSR will be passed for the overtime assignment. If the vacant shift needs to be covered immediately, and the CSR does not answer, a message will be left, (provided there is voice mail), stating the CSR was called for overtime work and that CSR will be passed for overtime work.

Section 5. Miscellaneous

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 all assigned CSRs when training new CSR's.

If the PSTA Customer Service department is closed for a holiday or other reason, the overtime rate will not be paid to CSR's until a full forty (40) hours is worked during that week of the closing.

Telephone headsets (not to be shared) shall be provided to all CSR's when working in the Telephone Information Center.

Section 6. 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. Full uniforms are required in the terminals.
- B. CSR's will be given the necessary complement of uniforms each calendar year.

"Necessary complement" refers to:
 - Five (5) Shirts
 - Three (3) Pants
- C. 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 not to exceed the annual uniform allowance allotment.

Such purchases must be approved by the Chief Operating Officer, Director of Transportation or designee prior to reimbursement.

ARTICLE 28 – TRANSPORTATION 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. Overtime will only be paid based on a sum of work assignments totaling over forty (40) hours in a basic work week. The use of paid leave combined with work assignments in order to reach or surpass forty (40) hours in a basic work week will not result in overtime pay.

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.

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 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 to dispatch.

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 vacancies 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 – Mandatory Assignment

- A. Holiday Pay hours for those employees who bid to be off as provided for in the Holiday provisions section of this contract 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. In the event overtime becomes necessary because of a temporary shortage of available manpower to cover all work schedules, operators will be mandated work in reverse seniority order on their off days after all volunteers are assigned

work. This shall remain in effect for the period of the manpower shortage. Forced operators will be given choices to pick work if they answer the phone when called.

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 ($\frac{1}{2}$) 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 (1) 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.

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 the Transit Operations/Extra Board section of this contract. 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 complement 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

Transportation employees who are working on a regular scheduled work day who are called back in to work after completion of their regular run 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 to work.

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.

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ARTICLE 29 - TRANSPORTATION OPERATIONS

Section 1. Bus Operators Work Selection

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 – The Union will administer all general run bids. Union officials working the bid are paid by PSTA not to exceed eight (8) hours of pay in any day, for each Union official.

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 ten (:10) 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 any time 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 C - "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 (2) 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 forty-five (45) calendar days in a General Run Bid period.
- e. Extra Board operators on Hold-down shall be considered as Regular operators.

B. Vacation Bids

Vacations will be bid by seniority for Operators.

1. General Vacation Bid For Operators

- a. 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.
- b. 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.

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 time to bid. Employees who are passed shall have until the next employee's posted time to bid before being passed.

- c. 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.
- d. Bids will be taken over the telephone or radio.
- e. 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.
- f. The Union shall be permitted to monitor all bids.
- g. Once an employee submits his bid, his bid cannot be changed or withdrawn after the next employee has bid. Exceptions to this section are:
 - 1. 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 previously outlined in this Article's section 1B.
- h. 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.

- i. 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.
- j. 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.
- k. No bidding shall be permitted on Sundays or holidays on which the Authority operates reduced service.
- l. 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.

C. 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 1 #7 of this Article.

Section 2. Extra Board

- A. The Extra Board will be a rotating board which shall rotate in the following manner:
 1. 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.

2. 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.
 3. 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.
- B. 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.
- C. 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.
- D. Whenever possible, Extra Board operators will be rolled into Open Work, 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.
- E. Extra Board operators present on Standby will be assigned work that day as follows:
1. 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.
 2. 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.
 3. When all Standby operators have been given an assignment, the Extra

Board shall be rotated as follows (except as noted in Section E.4.):

- a. Extra Board operators who are under eight (8) hours.
 - b. Extra Board operators who are over eight (8) hours in board seniority order for the day.
 - c. Off day operators with assignments under eight (8) hours.
 - d. Off day operators with assignments over eight (8) hours.
 - e. Unassigned available off day operators.
4. 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.
 5. 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.

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 will notify dispatch and will be relieved from duty before the thirteen (13) hour of the spread time elapses. Any operator relieved for the thirteen (13) hour rule will rotate on the whole assignment that was originally assigned if applicable.

6. A driver shall not be permitted or required to be on-duty more than seventy-two (72) hours in any period of seven (7) consecutive days; however, any twenty-four (24) consecutive hours of off-duty time shall constitute the end of any such period of seven (7) consecutive days. A

driver who has reached the maximum seventy-two (72) hours of on-duty time during the seven (7) consecutive days shall be required to have a minimum of twenty-four (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 seventy-two (72) hours if completed, they will be relieved as close to the seventy-second (72nd) hour as possible. The remainder of the piece of work will be assigned to another operator. Once an operator is off duty for twenty-four (24) hours, that operator is allowed to return to work. The operator will be off duty for twenty-four (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 seventy-second (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 seventy-two (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 seventy-two (72) hour rule rest period.

In the event that an operator is pulled off from their normal work day for the seventy-two (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 twenty-four (24) hour rest period will be assigned work which they can start after their rest period and the rest period will be without pay.

- F. 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.

- G. 1. 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.

2. **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, 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 (:10) minutes or less will be covered.
- All open rest rule work assignments will follow basic work week (overtime) and pay provisions as noted in the Basic Work Week and Pay Provision sections of this contract.
- 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 1C. **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 (1) 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 (11) hours.

- H. 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.

- I. 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.
- J. 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.
- K. 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.
- L. All operators are required to provide the Authority with a telephone number where they can be reached for work assignments. The phone number provided will be the only phone number called by PSTA for filling of open work or other purposes.

Section 3. 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 other last minute commitments which cannot be delayed.

In this connection, the Authority will assign the first available operator to the work. 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.

Section 4. Sick Time

- A. 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.

- B. 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.

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.

An employee who has been employed by PSTA for less than one (1) year, and is off work for thirty (30) days or more due to illness or injury, will be required to pass a drug and alcohol return to duty test. The employee may also be required to pass a fit-for-duty test.

- C. Employees shall be paid Sick Leave as follows:

1. Regular operators 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.
2. 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:
 - a. 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.
 - b. 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.
 - c. 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 5. 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.

Section 6. Overtime Sign-Up

- A. 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 the Basic Work Week and Pay Provision sections of this contract
- B. Operators will be assigned extra open work according to their seniority position.
- C. In the event a specific work assignment cannot be covered, the provisions of Subsection 3. shall be applicable.

Section 7. Required Training, Coaching and Development

- A. Whenever training and coaching sessions are available at PSTA, employees will be notified and will be permitted to sign up for the specific training sessions to allow some schedule flexibility for the employee, but Management will ultimately determine class size, dates and time of training, and who shall attend the session(s).
 - 1. There will be times when new procedures or technologies shall require all employees to be trained. Management may call for mandatory training as needs arise. All employees are expected to comply with required training measures within the specified timelines unless there is an emergency or scheduled vacation. If an emergency situation or vacation results in absence from training, provisions shall be made for scheduling training “make-ups” for those not in attendance.
- B. Coaching to develop the skills employees need to succeed in their work is available for all employees. Employees may be contacted by the Manager of Coaching and Development for a session to support them with challenging job situations. Employees are strongly encouraged to attend. Conversely, employees may also schedule a session or even drop-in (provided the schedule is open) to see the Manager of Coaching and Development at any time. Employees are paid for all scheduled coaching sessions, albeit scheduled by the manager or employee. Coaching sessions are confidential unless reporting dangers, hazards or threats to well-being of employees or others.

Section 8. Operator 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. 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, one (1) cap, one (1) watchman's hat, 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 with direct payment to the Authority or uniform vendor.

- C. The beginning of each fiscal year, on October 1st, bus operators shall be entitled to receive a uniform allowance of one hundred eighty dollars (\$180.00) for the purposes of replacing and maintaining an adequate allotment of uniforms for duty.
- 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 not to exceed the annual uniform allowance allotment.

Such purchases must be approved by the Chief Operating Officer, Director of Transportation or director's designee prior to reimbursement.

ARTICLE 30 - MAINTENANCE GENERAL PROVISIONS

Section 1. Maintenance Employees

A. Definitions of Maintenance Employees

For purposes of this article, the term "Maintenance Employees" shall refer to all Maintenance employees working in the various divisions of the Maintenance Department. In instances where specific rules apply to certain divisions within the Maintenance Department the following terms shall be used:

1. The term "Fleet Maintenance Employee" shall refer to all Maintenance employees in the following job classifications:
 - Section Lead
 - Master Mechanic
 - Journeyman Mechanic
 - Mechanic
2. The term "Facilities Maintenance Employee" shall refer to all Maintenance employees in the following job classifications:
 - Section Lead
 - Facility Technician
 - Facility Maintainer
 - Facility Cleaner
3. The term "Inventory Control Employee" shall refer to all Maintenance employees in the following job classifications:
 - Section Lead
 - Inventory Control Clerk
4. The term "Service Lane Employee" shall refer to all Maintenance employees in the following job classifications:
 - Section Lead
 - Service Attendant

All areas of this Labor Agreement are inclusive of Maintenance employees where not specific in this section of this Contract.

B. INSTRUCTIONS

Each Maintenance employee shall be charged with the duty of carrying out the instructions given to him by his supervisor for reading any bulletins posted on company bulletin boards, windows, or placed in Maintenance employee

mailboxes by the Authority and for complying with bulletins, postings, or memorandums. Assignment of specific duties on any shift shall be at the discretion of the Authority.

C. SECTION LEAD MAINTENANCE EMPLOYEES

Section Lead Maintenance employees are appointed by Management and will coordinate the work of the Maintenance employees to whom they are assigned to provide direction and final decision making.

Section Lead Maintenance employees assign job tasks and direct Maintenance employees efforts to ensure that work gets done effectively while treating all Maintenance employees with respect and in a fair and consistent manner.

In addition to his Section Lead duties, a Section Lead shall continue to perform the regular work of the classification he is leading.

No Section Lead Maintenance employee will discipline other Maintenance employees or perform formal Maintenance employee evaluations. However, Section Lead's may make recommendations to Supervisors for both discipline and/or commendation.

Section Lead Maintenance employees shall be selected on the basis of ability, training, education, experience, and job performance as determined by and at the sole discretion of management. Section Leads may be appointed in any division of the Maintenance Department.

All Section Lead Maintenance employees shall receive an annual performance evaluation. Section Lead Maintenance employees receiving a "Needs Improvement" rating will be given ninety-days (90) to improve their work performance with opportunities for additional training. If after ninety (90) days there is no improvement a final written letter will be given to the Section Lead and a new Section Lead will be appointed at the Authority.

Each Section Lead in the Maintenance Department shall receive one-dollar (\$1.00) more per hour for all hours worked as Section Lead during his regular shift.

Section 2. Maintenance Department Operations

- A. The normal workweek for Maintenance employees in the divisions below are as follows:

1. Fleet Maintenance

The normal workweek for Fleet Maintenance Employees shall consist of four (4) consecutive days of ten (10) hours each. At the discretion of Management, the Authority may implement an alternate work schedule of five (5) consecutive days of eight (8) hours each.

2. Facilities Maintenance

The normal workweek for Facilities Maintenance Employees shall consist of five (5) consecutive days of eight (8) hours each. At the discretion of Management, the Authority may implement an alternate work schedule of four (4) consecutive days of ten (10) hours each.

3. Inventory Control

The normal workweek for Inventory Control Employees shall consist of four (4) consecutive days of ten (10) hours each. The Authority may implement an alternate work schedule of five (5) consecutive days of eight (8) hours each.

4. Service Lane

The normal workweek for Service Lane Employees shall consist of five (5) consecutive days of eight (8) hours each. The Authority may implement an alternate work schedule of four (4) consecutive days of ten (10) hours each.

B. Schedule Posting

The scheduled hours of work/shifts for individual Maintenance employees shall be posted in a conspicuous place. 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.

C. Rest Periods

Maintenance employees assigned to a work shift schedule of eight (8) hours per day shall be permitted to take two (2), fifteen (:15) minute rest periods during their tour of shift.

Maintenance employees assigned to a work shift schedule of ten (10) hours per day shall be permitted to take two (2) twenty (:20) minutes rest periods during their tour or shift.

The specific time of the rest periods shall be at the discretion of the Authority.

If overtime is required, the Maintenance employee working the overtime shall be given an additional fifteen (:15) minute paid break which shall commence with the completion of the Maintenance employee's regular shift. For each two (2) hours in the overtime assignment beyond the initial two (2) hours of overtime the Maintenance employee shall receive another fifteen (:15) minute paid break.

D. Lunch Period

Each Maintenance employee is entitled to a non-paid thirty (:30) minute lunch period. The specific time of such periods shall be at the discretion of the Authority.

Maintenance employees shall remain working at their jobs and their stations until lunch period begins. There is no preparatory time for lunch provided for Maintenance employees; therefore, any preparation for lunch made by Maintenance employees shall be made after the lunch period begins.

In the event a Maintenance employee is unable to take his lunch period at the designated time due to covering an accident, road call, break down, fuel delivery, and/or facility issue the Maintenance employee may exercise one of the following options upon approval by their Shift Supervisor:

1. Take a lunch period upon returning to the garage area.
2. Continue working and take the lunch period at the end of their work shift and leave early without loss of pay.
3. 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.

E. Clean-up

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

Maintenance employees shall be granted a ten (:10) minute period at the end of their work shift, for the purpose of removing units from the maintenance bays, cleaning/mopping work areas, storing of the Authority's tools, storing of the Maintenance employee's tools and toolbox and writing up and coding work orders.

F. Overtime

Overtime shall be administered for Maintenance employees in the divisions below as follows. Maintenance employees on probation will not be subject to inverse seniority to fill work assignments for overtime.

1. Fleet Maintenance

An overtime assignment of four (4) hours or less will be offered to qualified Fleet Maintenance employees who are working the shift preceding or succeeding the shift where the work is to be performed.

Overtime assignments of four (4) or more hours will be posted to all qualified Fleet Maintenance employees. Fleet Maintenance employees desiring to work overtime shall indicate that desire by placing their name in the correct slot on the Overtime Sign-Up Form provided by the Authority.

If the number of Fleet Maintenance employees desiring to work overtime exceeds the number of available overtime shifts on any particular day or shift then the overtime will be awarded to the Fleet Maintenance employee's based upon department division seniority.

Should no Fleet Maintenance employee(s) accept the overtime assignment the overtime will be assigned by inverse seniority. If the least senior Fleet Maintenance employee is not qualified or reasonably available, the overtime may be assigned to the next least senior Fleet Maintenance employee.

2. Facilities Maintenance

An overtime assignment of four (4) hours or less will be offered to qualified Facilities Maintenance employees who are working the shift preceding or succeeding the shift where the work is to be performed and by the applicable job classification.

Overtime assignments of four (4) or more hours will be posted all qualified Facilities Maintenance employees where the work is to be performed and by the applicable job classification. Facilities Maintenance employees desiring to work overtime shall indicate that desire by placing their name in the correct slot on the Overtime Sign-Up Form provided by the Authority.

If the number of Facilities Maintenance employees desiring to work overtime exceeds the number of available overtime shifts on any particular day or shift then the overtime will be awarded to the Facilities Maintenance employee's based upon classification seniority.

Should no Facilities Maintenance employee(s) accept the overtime assignment the overtime will be assigned by inverse classification seniority. If the least senior Facilities Maintenance employee is not qualified or reasonably available, the overtime may be assigned to the next least senior Facilities Maintenance employee.

3. Inventory Control

An overtime assignment of four (4) hours or less will be offered to Inventory Control employees who are working the shift preceding or succeeding the shift where the work is to be performed.

Overtime assignments of four (4) or more hours will be posted to all Inventory Control employees. Inventory Control employees desiring to work overtime shall indicate that desire by placing their name in the correct slot on the Overtime Sign-Up Form provided by the Authority.

If the number of Inventory Control employees desiring to work overtime exceeds the number of available overtime shifts on any particular day or shift then the overtime will be awarded to the Inventory Control employee's based upon department division seniority.

Should no Inventory Control employee(s) accept the overtime assignment the overtime will be assigned by inverse seniority. If the least senior Inventory Control employee is not qualified or reasonably available, the overtime may be assigned to the next least senior Inventory Control employee.

4. Service Lane

An overtime assignment of four (4) hours or less will be offered to Service Lane employees who are working the shift preceding or succeeding the shift where the work is to be performed.

Overtime assignments of four (4) or more hours will be posted to all Service Lane employees. Service Lane employees desiring to work overtime shall indicate that desire by placing their name in the correct slot on the Overtime Sign-Up Form provided by the Authority.

If the number of Service Lane employees desiring to work overtime exceeds the number of available overtime shifts on any particular day or shift then the overtime will be awarded to the Service Lane employee's based upon department division seniority.

Should no Service Lane employee(s) accept the overtime assignment the overtime will be assigned by inverse seniority. If the least senior Service Lane employee is not qualified or reasonably available, the overtime may be assigned to the next least senior Service Lane employee.

G. Call Back/Call-In Pay

Maintenance employees who are called in by the Authority to work shall be entitled to receive "Call Back/Call-In Pay" which shall be three (3) hours in addition to the pay time associated with the work they are called back in to perform.

Call Back/Call-In Pay is non-applicable to Maintenance employees who have signed to work on their regular day off, unless informed by the Maintenance employee's Supervisor that they are released from duty and later called in.

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

H. Leaving During Work Hours

If for any reason a Maintenance employee must leave his work for personal business he shall notify the Supervisor on his shift. The Supervisor will note on the Maintenance employee's timesheet the reason for leaving and time of approval.

I. Leaving Authority Property

No Maintenance employee shall leave the Authority's premises at any time other than during the assigned lunch period or end of shift without permission from their Supervisor.

J. Personnel Business

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

K. Telephone

No Maintenance employee shall be permitted to use cell phones to make telephone calls or to send/receive text messages/emails, while working on the shop floor or driving a PSTA vehicle. Maintenance employees shall limit any communications to the assigned rest periods, lunch period, or before or after working hours.

L. Making Off-Site Trips

Maintenance employees performing road calls, responding to accidents and/or incidents, road testing equipment, picking up/delivering parts, or responding to off-site facility related matters shall attend strictly to the business of the Authority while away from the garage or assigned work area and shall make no personal telephone calls, stop at any eating place, or delay their return to the garage or assigned work area for any personal reason. Maintenance employees shall always take the shortest and most direct route to and from the garage or assigned work area to the point where contact is made with the equipment, parts, or off site facility.

Section 3. Shop General Bid

The Maintenance Department shall hold two (2) general shift bids each year which includes Fleet Maintenance, Facilities Maintenance, Inventory Control, and Service Lane Divisions. The first bid shall be held during the first week of December and the second bid shall be held during the first week in May. The Authority reserves the right to set the work schedules for each division in the Maintenance Department. Any changes in shift bids shall become effective at the beginning of the first pay period following the bid in which said changes occurred.

A. Maintenance Division Shift Bidding

Bidding for shifts shall be in the following manner per division:

1. Fleet Maintenance

The most senior Fleet Maintenance employee, based upon department division seniority, shall have the right to the first bid; the second most senior Fleet Maintenance employee shall bid next and this process shall continue until all Fleet Maintenance employees have bid on a shift. Department division seniority shall be the governing factor in all job/shift bidding.

2. Facilities Maintenance

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

Maintenance employees in the classification of Facilities Cleaner shall bid on areas to be cleaned based upon Classification Seniority.

3. Inventory Control

The most senior Inventory Control employee, based upon department division seniority, shall have the right to the first bid; the second most senior Inventory Control employee shall bid next and this process shall continue until all Inventory Control employees have bid on a shift. Department division seniority shall be the governing factor in all job/shift bidding.

4. Service Lane

The most senior Service Lane employee, based upon department division seniority shall have the right to the first bid; the second most senior Service Lane employee shall bid next and this process shall continue until all Service Lane employees have bid on a shift. Department division seniority shall be the governing factor in all job/shift bidding.

B. Shop General Bidding Process

1. Schedules of the available shifts within each division (Fleet Maintenance, Facilities Maintenance, Inventory Control, and Service Lane) shall be posted at least seven (7) calendar days prior to the start of bidding.
2. Maintenance employees shall be notified by posted bulletin of the date and time the Maintenance employee must have their bid submitted.
3. Each Maintenance employee, at their posted bid date and time, may report in-person, phone-in their bid, or submit a sealed bid form with their selections.
 - a. Every reasonable effort will be made to comply with the Maintenance employee's choices in order of priority when the Maintenance employee leaves such preference with the designated bidding supervisor.

- b. Phone calls will only be received by the Maintenance Administration staff during the bidding Maintenance employee's scheduled bid time. Maintenance Administration staff will not call the bidding Maintenance employee during the bid process.
4. A Maintenance employee who fails to pick a shift on his/her designated day and time, or does not submit a proxy bid, will be passed up so the next Maintenance employee scheduled to bid may do so when it becomes his/her time to bid. Maintenance employees who fail to select their shifts will be assigned to open shifts remaining once the bidding is completed.
5. The Union shall be permitted to monitor all bids.
6. No bidding shall be permitted on Sundays or holidays on which the Authority operates reduced-service.

C. Vacancies and New Positions

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

1. Vacancies and new positions shall be posted for a period of seven (7) calendar days.
2. The posted notice shall indicate the job title, pay range, hours and days to be worked, with a copy of the job description attached.
3. The successful applicant 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 applicant shall be required to pass an examination consisting of written, oral, and on-the-job testing, if applicable.
 - b. If required by the Authority, examinations shall utilize the Authority's job standards in effect at that time.
 - c. The Authority reserves the right to determine whether an applicant is qualified.

If the selected applicant is an existing PSTA Maintenance employee and fails to demonstrate such ability, he/she shall be returned to his/her 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.

4. In the event there are no 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.

D. Shift Changes

In the event of a shift opening due to a termination, the open shift shall remain open until the next scheduled shift bid.

E. Promotions

1. Maintenance employees who are promoted within their respective maintenance divisions (i.e. Fleet Maintenance, Facilities Maintenance, Inventory Control, & Service) shall be promoted to the next highest position classification within the Maintenance employee's maintenance division at the same STEP level and corresponding pay rate.
2. Maintenance employees promoted to another maintenance division (i.e. Fleet Maintenance, Facilities Maintenance, Inventory Control, & Service) shall be promoted, at minimum, to whichever pay category in the Maintenance employee's new position classification gives the Maintenance employee a wage increase; contingent upon the Maintenance employee's qualifications.

Section 4. Attendance

Maintenance employees are responsible for performing their duties to the best of their ability in a workmanlike manner and with as little loss of time on their part as possible. Each Maintenance employee must be punched in, be in his work clothes, and be ready for work at his designated time.

Section 5. Vacation Leave

Maintenance employees shall reference the Vacation Leave section of this contract. This section, Section 5, shall apply to the specific use of vacation leave procedures by Maintenance employees.

A. General Vacation Bid For Maintenance Employees

1. Schedules of the available vacation periods for the next calendar year shall be posted for all Maintenance employees, by division, 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. Maintenance employees shall be notified by posted bulletin of the date and time they must have their bid submitted.
3. Each Maintenance employee, at his posted bid date and time, may report in-person, phone-in their bid, or submit a sealed bid form with his selections. Each Maintenance employee will have no more than thirty (30) minutes to make his bid.
 - a. Every reasonable effort will be made to comply with the Maintenance employee's choices in order of priority when the Maintenance employee leaves such preferences with the designated bidding supervisor.
 - b. Phone calls will only be received by the Maintenance Administration staff during the bidding Maintenance employee's scheduled bid time. Maintenance Administration staff will not call the bidding Maintenance employee during the bid process.
4. A Maintenance employee who fails to pick a vacation on his designated day and time, or does not submit a proxy bid, will result in a Maintenance employee being passed up so the next Maintenance employee scheduled to bid may do so when it becomes his/her time to bid.
5. All [eligible](#) Maintenance employees will have the option to forty (40) hours of their allotted vacation in single day increments. Once a Maintenance employee bids week(s) for use day to day those week(s) cannot be changed. This is not intended to and shall not change the general vacation bid rules. It shall only allow a Maintenance employee to use their allotted vacation in days during the next calendar year based on the Maintenance employees work schedule at the time of the vacation day request.
6. Maintenance 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 those Maintenance 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 on open vacation weeks remaining upon their return.
7. The Union shall be permitted to monitor all bids.

8. Once a Maintenance employee submits his bid, his bid cannot be changed or withdrawn after the next Maintenance employee has bid.
9. Annual vacation time that becomes available due to the death or separation of a Maintenance employee, an open position in the maintenance department or cancellation of vacation by a Maintenance employee, shall become available for bid by Maintenance employees when such time becomes open on a first come first served basis.
10. No bidding shall be permitted on Sundays or holidays on which the Authority operates reduced service.
11. 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.

B. The following number of Maintenance employees will be allowed off for vacation as follows:

1. Fleet Maintenance—No more than three (3) employees per day.
2. Facilities Maintenance—No more than one (1) employee per shift.
3. Inventory Control—No more than one (1) employee per day.
4. Service Lane—No more than one (1) employees per shift.

The number of Maintenance employees off at any given time in each division may be subject to change by the Authority due to any future increases and/or reductions in staffing.

The Authority reserves the right to grant exceptions for additional Maintenance employees to be off due to bona fide emergencies.

C. Vacation Days & Personal Leave

Maintenance employees may take vacation days or personal leave days one (1) at a time under the following conditions:

1. All eligible Maintenance employees will have the option to forty (40) hours of their allotted vacation in single day increments. Once a Maintenance employee bids and week(s) for use day to day those week(s) cannot be changed.

2. Maintenance employees shall be allowed to take a maximum of five (5) days per year from their unused Sick Leave accrual for personal leave reasons.
3. One (1) day shall mean the Maintenance employee's shift time.
4. Maintenance employees shall request such time a minimum of forty-eight (48) hours before they desire to be off.
5. Requests to be off on either vacation days and/or personal leave days will be honored on a first come, first served basis as follows:
 - a) Fleet Maintenance—No more than one (1) per shift.
 - b) Facilities Maintenance—No more than one (1) per shift.
 - c) Inventory Control—No more than one (1) per day.
 - d) Service Lane—No more than one (1) per shift.

The Authority reserves the right to deny requests for vacation days and/or personal leave days in order to keep the workforce intact.

If a Maintenance employee requests a vacation day and/or personal leave day and is denied the day off but calls off anyway, the Maintenance employee will be subject to corrective action outlined in the Attendance Control Policy of this Agreement.

Section 6. Sick Leave

Maintenance employees shall reference the Sick Leave section in this contract. All other provisions and procedures contained in this Section shall apply to use of Sick Leave by Maintenance employees.

A. Reporting Off

Maintenance employees who report off due to sickness or injury shall personally notify their Supervisor at least one (1) hour before their assigned report time by telephone and the anticipated length of absence.

When a Maintenance employee calls off sick, the Maintenance employee will automatically be paid all available sick time if any. There will be no option of not being paid. No overtime will be paid on sick time.

Failure to report off as prescribed will result in corrective action outlined in the Attendance Control Policy of this Agreement.

B. Reporting Back

Maintenance employees shall notify their Supervisor not later than four (4) hours prior to the start of their shift before returning to work. Such notification shall be by telephone only.

Maintenance employees who fail to report back for duty as prescribed will not be allowed to work their regular shift but may be offered open work on another shift. The Maintenance employees who refuse the offer of open work will automatically be paid all accrued sick time taken with no option of not being paid.

Any Maintenance employee who is off work for thirty (30) calendar days or more due to illness, injury, or leave of absence will be required to pass a drug and alcohol return to duty test. The Maintenance employee may also be required to pass a fit-for-duty test.

C. Sick Leave shall be granted for the following reasons:

1. For absence due to a Maintenance employee's personal illness or non-work related injury.
2. For medical, dental or optical appointments during the Maintenance employee's regular duty hours.

a. Doctor Appointments

- To the extent possible, all doctor appointments should be made at times which do not conflict with a Maintenance employee's work schedule.
- In cases where a Maintenance employee is required to have continuing pre-scheduled medical treatments (examples: prenatal care, physical therapy, chemotherapy, etc.), the Maintenance employee may be granted blanket approval provided he or she submits verification of the nature of the appointments, the nature of the illness or injury, number of appointments necessary, and the need to schedule some or all appointments during part or all his regularly scheduled shift.

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

D. PAYMENT OF SICK LEAVE

Maintenance employees shall be paid Sick Leave as follows:

1. Maintenance employees who bid or work shifts which have established daily hours shall be paid Sick Leave based on the number of hours in the Maintenance employee's work schedule for each eligible day of absence provided the Maintenance employee has sufficient Sick Leave hours accumulated.
2. When a Maintenance employee calls off sick, the Maintenance employee will automatically be paid all accrued sick time taken with no option of not being paid. No overtime will be paid on sick time.
3. Accrued Sick Leave hours shall be indicated on the Maintenance employee's payroll stub. A statement showing the amount in the Maintenance employee's accrued Sick Time Fund will be distributed yearly.
4. In all instances of sick time above, Maintenance employees may be required to provide a doctor's certification to return to work.

Section 7. Holidays

- A. Whenever a holiday is observed by the Authority and service is reduced to holiday schedules, Maintenance employees will be allowed to take time off with pay, to the extent possible on the same day that the holiday is observed. Maintenance employees in all divisions of the Maintenance Department shall bid to be off or work in accordance with Section 8 of this Article.
- B. Maintenance 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.
- C. If a Maintenance employee is off duty due to sickness or non-work related injury, the Maintenance employee will 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. Maintenance employees who are scheduled to work on a holiday and fail to make all of their holiday assignments shall forfeit holiday pay.
- D. Maintenance employees on Worker's Compensation shall be ineligible for Holiday Pay.

- E. A Maintenance employee must work his normal scheduled hours on the Maintenance employee's work days which precede and follow the day the holiday is observed in order to qualify for Holiday Pay. A Maintenance 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.
- F. Maintenance 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.
- G. Maintenance employees scheduled to work five (5) consecutive days of eight (8) hours each shall be paid eight (8) hours of holiday pay if the holiday falls on their day off. If the holiday falls on their normal day to work but the employee takes the day off, the employee will be paid eight (8) hours of holiday pay. If the employee works the holiday, the employee will receive eight (8) hours of holiday pay at their straight time rate of pay plus pay for all time worked at their appropriate rate of pay. The employee must work eight (8) hours.
- H. Maintenance Employees scheduled to work four (4) consecutive days of ten (10) hours each shall be paid eight (8) hours of holiday pay if the holiday falls on their day off. If the holiday falls on their normal day to work but the employee takes the day off, the employee will be paid ten (10) hours of holiday pay. If the employee works the holiday, the employee will receive (8) hours of holiday pay at their straight time rate of pay plus pay for all time worked at their appropriate rate of pay. The employee must work ten (10) hours.
- I. In all cases above, such holiday pay will not be applied toward their forty (40) hour weekly pay guarantee, assuming all scheduled reports have been made.

Section 8. Holiday Bidding Procedures

The Holiday Bidding procedures contained in this section shall apply to all Maintenance employees in the respective Divisions of the Maintenance Department (Fleet Division, Facilities Division, Inventory Control, and Service

- A. All holiday work assignments shall be posted as holiday assignments with no regards taken as to whether a holiday is a Maintenance employee's normal day off or regular work day. All Maintenance employees are included in the holiday bidding.
- B. Whenever a holiday is observed by the Authority and service is reduced to a

holiday schedule, the following number of Maintenance employees will be assigned to work:

1. Fleet Maintenance – the same number of employees regularly assigned to work on a Sunday.
 2. Facilities Maintenance – minimum of two (2) employees on first (1st) shift and one (1) on second (2nd) shift.
 3. Inventory Control – the same number of employees regularly assigned to work on a Sunday.
 4. Service Lane – the same number of employees regularly assigned to work on a Sunday.
- C. Holiday Bids shall consist of two (2) lists which shall be posted in each Division in which Maintenance 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 be completed no later than thirty (30) calendar days prior to the day in which the holiday is observed.
- D. Fleet Maintenance Division employees must bid assignments based upon department division seniority within their regular shift hours.
- E. Facilities Maintenance Division employees must bid assignments based upon classification seniority within their regular shift hours.
- F. Inventory Control Division employees must bid assignments based upon department division seniority within their regular shift hours.
- G. Service Lane Division employees must bid assignments based upon department division seniority within their regular shift hours.
- H. In instances where no more Maintenance employees in a division may be off on a holiday, Maintenance employees will be assigned work shifts in reverse order in each division by the Authority.
- I. Maintenance employees on probation or trainees shall not bid to work holiday work assignments. Probationary employees and/or trainees shall only be allowed to work on a holiday at the discretion of the Authority and shall not count towards filling vacancies of holiday shifts.
- J. If a Maintenance employee who is assigned to work on a holiday fails to report; that Maintenance employee will be subject to corrective action as outlined in the Attendance Control Policy of this agreement.

Section 9. Birthday Bidding Procedures

- A. Maintenance employees shall give the Authority thirty (30) calendar days' notice to work or to be off on their birthday or other day in the pay period within which their birthday falls. Maintenance employee's will be paid for their birthdays as outlined below.
- B. Maintenance employees scheduled to work five (5) consecutive days of eight (8) hours each shall be paid eight (8) hours of pay if their birthday falls on their day off. If the birthday falls on their normal day to work but the Maintenance employee takes the day off, the Maintenance employee will be paid eight (8) hours of pay for his birthday. If the Maintenance employee works his birthday, the Maintenance employee will receive eight (8) hours of pay at his straight time rate of pay plus pay for all time worked on their birthday at the Maintenance employee's appropriate rate of pay. The Maintenance employee must work the full eight (8) hours.
- C. Maintenance employees scheduled to work four (4) consecutive days of ten (10) hours each shall be paid eight (8) hours of pay if his birthday falls on their day off. If his birthday falls on his normal day to work but the Maintenance employee takes the day off, the Maintenance employee will be paid ten (10) hours of pay for his birthday. If the Maintenance employee works his birthday, the Maintenance employee will receive eight (8) hours of pay at his straight time rate of pay plus pay for all time worked on his birthday at the Maintenance employee's appropriate rate of pay. The Maintenance employee must work the full ten (10) hours.
- D. If a Maintenance employee fails to notify the Authority as required, he will automatically be off on his birthday if it is his scheduled day to work.
- E. If a Maintenance employee fails to notify the Authority the Maintenance employee will be paid eight (8) hours of pay if his birthday falls on his regular day off.
- F. If a Maintenance employee chooses to take his birthday off on any bid holiday, he must submit the request for leave prior to their assigned time to bid on the holiday. Once he has bid to work on a holiday, he will not be allowed to take that day off as his birthday day off.
- G. In all cases, birthday pay will not be applied toward a Maintenance employee's forty (40) hour weekly pay guarantee, assuming all scheduled reports have been made.

Section 10. Tools, Equipment, and Parts

A. Proper Use and Care

Each Maintenance employee shall be responsible for the proper care, use, and/or maintenance of all tools, equipment, or parts, which are issued to him/her and are the property of the Authority. Loss, damage, or malfunctions of tools and equipment shall be reported immediately. No Maintenance employee shall under any circumstance remove from PSTA's premises or borrow Authority tools, equipment, or parts for his/her personal convenience or business.

It shall remain the sole responsibility of the Maintenance employee to ensure that personal tool boxes/storage lockers are secured prior to the end of their shift

A secured storage space will be provided by the Authority for storage of personal tools and equipment belonging to Maintenance employees on vacation or extended leave periods, if such storage is requested by the Maintenance employee.

Management also maintains the right to hold tool box, locker, and other inspections on Authority property with a Union Representative present in order to insure the security and safety of tools and equipment belonging to both the Maintenance employees and the Authority.

B. Issuance And Return Of Tools

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

Malfunctioning or damaged tools and shortages shall be reported by the Maintenance employee to their immediate Supervisor upon return of the tools. Failure to return tools or report malfunctioning/damaged tools by a Maintenance employee will be grounds for corrective action.

C. Responsibility For Property

All property issued to an individual Maintenance employee for the performance of his/her duties shall remain the property of the Authority and shall be

surrendered upon request or replaced by the Maintenance employee in the event of damage or loss. Loss or damage of any Authority property must be immediately reported by the Maintenance employee to his supervisor.

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

Section 11. Tool Allowance

- A. Maintenance employees who are required to furnish their own tools shall receive an Annual Tool Allowance in the amount of three hundred dollars (\$300.00).

Annual Tool Allowances shall be for Maintenance employees in the following Divisions and Classifications:

- a) Fleet Maintenance
 - Master Mechanic
 - Journeyman Mechanic
 - Mechanic

- b) Facilities Maintenance
 - Facility Technician
 - Facility Maintainer

- B. Maintenance employees shall have the option to present original receipts for tool purchases up to three hundred dollars (\$300.00) up to thirty (30) days prior to the employee's anniversary date during each year of this Contract. If the Maintenance employee fails to submit receipts for tool purchases up to thirty (30) days prior to their anniversary date, the Maintenance employee will be paid the Annual Tool allowance during the payroll period in which the Maintenance employee's anniversary date falls.

- C. All Maintenance employees provided a tool allowance shall be required to maintain an inventory of required tools per the tool inventory list provided to the Maintenance employee by the Authority. Each Maintenance employee shall return his completed tool inventory list to the Authority. Photographs will be accepted. The tool inventory list will be updated annually and agreed upon by the Union and the Authority.

The allowance will only be paid to the Maintenance employees who have the required inventory of tools and have returned their tool list not later than February 28th of each year.

- D. For Fleet Maintenance employees, the Authority will pay for the repair or replacement of all air tools and electric/battery operated tools damaged on the job provided such tools are listed on the Fleet Maintenance employees required tool inventory with description of tool, make, model, and serial number and they must be industrial grade quality. Repair or replacement of air tools and electric/battery operated tools will be made at the sole discretion of the Authority. If an air tool and/or electric/battery operated tools requires replacement the tool will be replaced using the Authority's preferred vendor. The cost of repair or replacement will not be deducted from the Fleet Maintenance employee's tool allowance.
- E. For Facility Maintenance Employees, the Authority will pay for the repair or replacement of all electric/battery operated tools damaged on the job provided such tools are listed on the employee's required tool inventory with description of tool, make, model, and serial number and they must be industrial grade quality. Repair or replacement of electric/battery operated tools will be made at the sole discretion of the Authority. If an electric/battery operated tool requires replacement the tool will be replaced using the Authority's preferred vendor. The cost of repair or replacement will not be deducted from the Facilities Maintenance employee's tool allowance.

Section 12. Maintenance Employee Uniforms

Maintenance employees will only wear the uniforms provided by the Authority. The Authority shall provide uniforms for Maintenance employees below as follows:

- Fleet Maintenance, Inventory Control, and Service Lane Division employees will be furnished eleven (11) uniform changes each week at no cost to the Maintenance employee.
- Facilities Maintenance employees will be furnished eleven (11) "t-shirts" in a color determined by the Authority, in the first week of each November at no cost to the employee. Facilities Maintenance employees shall be responsible for the washing and laundering of their "t-shirts".

Replacement items shall be issued when an item is damaged or worn out. Maintenance employees shall be responsible for tagging such items requiring replacement due to damage or wear.

Maintenance employees who cease to be Maintenance employees shall return all uniforms on the last day of employment. If the Maintenance employee fails to return the uniform(s), the value of the uniform(s) shall be deducted from his final paycheck. Maintenance employees who damage or abuse their uniforms shall be required to pay the cost for each shirt or pants through deductions from their paychecks.

Section 13. Safety Gear

Any Maintenance employee who is required to work in inclement weather or hazardous areas will be provided the necessary safety and/or foul weather gear, which may include, but is not limited to, raingear, gloves, bump hats, etc.

Each Maintenance employee is required to wear safety shoes and/or boots approved by the Authority. If a Maintenance employee is working in a safety sensitive area, the Maintenance employee must wear safety vests issued by the Authority.

Maintenance employees shall receive an annual allotment for the purchase of safety shoes/boots in the amount not to exceed two-hundred fifteen dollars (\$215.00). Maintenance employees shall have the option to use the Authority's preferred vendor or present original receipts for shoe/boot purchased up to two-hundred fifteen dollars (\$215.00).

Section 14. Maintenance Required Training, Coaching and Development

- A. Whenever a training session is available to Maintenance employees they will be notified and those Maintenance employees interested in the training session shall be permitted to sign up for the training session but the Authority will determine class size, dates and times of training and who will attend the training.

There will be times when new procedures or technologies require all Maintenance employees to be trained. The Authority may call for mandatory training sessions as needs arise. All Maintenance employees are expected to comply with required training measures within the specified timelines unless there is an emergency or scheduled vacation. If an emergency situation or vacation results in absence from training, provisions will be made for scheduling training "make-ups" for those not in attendance.

When mandatory attendance is required of a Maintenance employee for the purpose of instruction to improve his/her individual skill and opportunity for advancement, such Maintenance employee will be compensated at his/her applicable rate of pay.

A Maintenance employee will receive his regular rate of pay for attendance at training sessions. All travel time to and from a training location will be paid at straight time. The Authority may request a Maintenance employee to change his days off to attend training. If a Maintenance employee changes his day(s) off to accommodate a training schedule, the Maintenance employee will receive time and one half pay for all hours worked more than forty (40) hours during his regular workweek. Training time will count as part of a Maintenance employee's

regular workweek, for overtime purposes, except for time traveling to and from a training location.

- B. Coaching to develop the skills Maintenance employees need to succeed in their work is available for all Maintenance employees. Maintenance employees who have issues with their job performance may be scheduled to attend coaching sessions with the Manager of Coaching and Development or designee to assist them in improving their skills. Maintenance employees may also contact the Manager of Coaching and Development to request a session to support them with challenging job situations. Maintenance employees are paid for all training or coaching sessions, albeit scheduled by the Authority or the Maintenance employee.
- C. "Letters of Instruction" may also be used to notate, document, and correct any performance areas which are recommended for improvement or correction. "Letters of Instruction" are not discipline and as such, cannot be disputed or grieved.
- D. Maintenance employees serving as full-time "Training Assistants" will receive a one dollar (\$1.00) premium per hour, worked, above and beyond their regular rate of pay.

Other Maintenance employees, who are selected periodically by the Authority to act as training assistants, shall be compensated and not be paid less than their regular rate of pay, plus a seventy-five cents (\$.75) premium per hour worked. Training assistants provide specific and technical instructions on the different aspects of work related tasks. No premium pay will be allowed. No overtime will be paid on a training assistant's premium pay. No differential paid under this labor agreement will be included as part of a Maintenance employee's base straight time of pay when calculating overtime.

ARTICLE 31 - 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.

DRAFT

ARTICLE 32 - 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 opportunities 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.

DRAFT

ARTICLE 33 - DURATION

Section 1.

Except as otherwise provided, this Agreement shall take effect on the date that both parties have ratified this Agreement and shall remain in full force and effect until its expiration date on September 30, 2018, or its earlier termination in accordance with Section 2 below.

Section 2.

Should either party desire to terminate, change or modify this Agreement, it shall notify the other party at least one hundred twenty (120) calendar 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 hereto have hereunder set their hands and seals this _____ day of _____, 2016.

PINELLAS SUNCOAST TRANSIT

SERVICE EMPLOYEES INTERNATIONAL UNION

AUTHORITY NEGOTIATING TEAM

NEGOTIATING TEAM

Brad Miller

Rick Smith

Chief Executive Officer

Chief of Staff

James Bradford

Other Rep for SEIU

Chief Operating Officer

Service Employees International Union

APPENDIX "A" (POSITION CLASSIFICATIONS)

OPERATIONS

I. TRANSPORTATION DEPARTMENT

a. TRANSPORTATION DIVISION

- i. Bus Operators

b. CUSTOMER SERVICE DIVISION

- i. Customer Service Representatives

II. MAINTENANCE DEPARTMENT

a. FLEET DIVISION

- i. Master Mechanic
- ii. Journeyman Mechanic
- iii. Mechanic

b. FACILITIES DIVISION

- i. Facility Technician
- ii. Facility Maintainer
- iii. Facility Cleaner

c. SERVICE LANE DIVISION

- i. Service Attendant

d. INVENTORY CONTROL DIVISION

- i. Inventory Control Clerk

APPENDIX "B" (PAY RATES)

Collective Bargaining Employees hired BEFORE January 1st, 2018

Months	0 - 12	13 - 24	25 - 36	37 - 48	49 - 54	55+	Appendix B-1	Appendix B-2
Year	'16-'18	'16-'18	'16-'18	'16-'18	'16-'18	2016	2017	2018
Bus Operator	12.50	13.20	14.35	15.58	17.00	21.54	22.18	22.85
Facility Technician	16.15	16.74	17.77	18.80	19.83	24.12	24.84	25.59
Master Mechanic	16.15	16.74	17.77	18.80	19.83	24.12	24.84	25.59
Journeyman Mechanic	14.22	14.95	15.70	16.74	17.97	22.05	22.71	23.39
Mechanic	14.08	14.80	15.54	16.34	17.18	18.57	19.13	19.70
Service Attendant	11.00	11.25	12.00	13.05	14.10	15.10	15.55	16.02
Facility Cleaner	10.50	10.75	11.50	12.05	13.25	14.07	14.50	14.93
Inventory Control Clerks	11.50	11.75	13.00	14.00	15.00	17.76	18.30	18.85
Customer Service Rep	11.50	11.75	13.00	14.00	15.00	17.76	18.30	18.85
Facility Maintainer (New)	14.22	14.95	15.70	16.74	17.97	22.05	22.71	23.39

- FY '16 pay rate increase for max steps (55+ months) effective on March 6th, 2016.
- FY '17 pay rate increase for max steps (55+ months) effective October 1st, 2016,
- FY'18 pay rate increase for max steps (55+ months) effective October 1st, 2017.

Collective Bargaining Employees hired AFTER January 1st, 2018

Months	0 - 12	13 - 24	25 - 36	37 - 48	49 - 60	61+
Year	2018	2018	2018	2018	2018	2018
Bus Operator	12.85	13.78	14.97	16.29	19.92	22.85
Facility Technician	16.45	17.26	18.29	19.32	22.71	25.59
Master Mechanic	16.45	17.26	18.29	19.32	22.71	25.59
Journeyman Mechanic	14.59	15.33	16.22	17.36	20.68	23.39
Mechanic	14.44	15.17	15.94	16.76	18.44	19.70
Service Attendant	11.13	11.63	12.53	13.58	15.06	16.02
Facility Cleaner	10.63	11.13	11.78	12.65	14.09	14.93
Inventory Control Clerks	11.63	12.38	13.50	14.50	16.92	18.85
Customer Service Rep	11.63	12.38	13.50	14.50	16.92	18.85
Facility Maintainer (New)	14.59	15.33	16.22	17.36	20.68	23.39

APPENDIX "C" (SIDE LETTER)

Section 1. Non-contractual Good Faith Agreements

The PSTA/SEIU 2015-2016 negotiations encompassed four (4) Union proposals which were discussed in much detail in efforts to reach agreement on the matters at hand. The Union proposals were as follows:

- A. Accident Committee – Union Proposal #2
- B. Scheduling and Routing Committee – Union Proposal #3
- C. Quality Public Service Councils – Union Proposal #4
- D. Rx Management – Union Proposal #5

The Union's proposals highlighted approaches for dealing with matters of concern very important to many collective bargaining employees.

It has been mutually agreed that these matters are not best dealt with in contract language, but rather the Union and Authority agree that these matters may best be addressed via a side letter addendum to the contract.

Going forward the Union and Authority shall refer to agreed-upon language MOUs which shall set forth the structure for how both parties will take action on the aforementioned Union proposals.

Additionally, the Union and Authority agree to convene and discuss in the event that any significant changes to the Group Offense and/or Attendance policies are proposed by the Authority after contract execution.

(ARC) Accident Review Committee MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is entered into by and between the Pinellas Suncoast Transit Authority (“PSTA”) and the Service Employees International Union, Florida Public Services Union, Change to Win (“Union”) (collectively, the “Parties”).

WHEREAS, the Union has been certified as the exclusive bargaining representative of the “blue collar” bargaining unit of PSTA employees in Certification No. 1562 issued by the Florida Public Employees Relations Commission on August 28, 2015; and

WHEREAS, the Parties engaged in collective bargaining in order to enter into a new labor agreement for the blue collar bargaining unit; and

WHEREAS, the Parties came to an agreement on a new Collective Bargaining Agreement (the “CBA”) for the blue collar bargaining unit; and

WHEREAS, in addition to the CBA, the Parties agree to enter into this MOU establishing the Accident Review Committee (ARC).

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference.
2. **Accident Review Committee.** The Parties hereby agree to establish the Accident Review Committee.
3. **Objectives and Duties.**
 - a. The Accident Review Committee (ARC) will review all collisions involving buses and other PSTA vehicles in which the operator is in the Union’s bargaining unit.
 - b. Following a determination of preventable or minor-preventable by Safety, Security, and Training (SST), ARC will serve as the “appeal” committee to hear employee appeals of the SST decision.
 - c. ARC will take the following actions:
 - i. Determine levels of preventability
 - ii. Recommend actions to increase safety
 - d. SST will draft committee by-laws, distribute necessary materials for ARC to review the accidents, and schedule ARC sessions as needed.
4. **Membership.**
 - a. Voting representatives
 - i. Three (3) bus operators (mutually chosen by PSTA and the Union).
 - ii. Two (2) transportation supervisors chosen by PSTA.

- iii. One (1) maintenance representative (mutually chosen by PSTA and the Union).
 - b. Standby Representatives
 - i. One (1) additional representative from each of the above named groups shall be named as a standby representative, for a total of three (3) standby representatives who shall serve in the event a voting representative is unable to attend.
 - c. Qualifications
 - i. All representatives must have a clean driving record (no preventable collisions) for the previous 36 months with PSTA.
 - d. Term of Membership
 - i. Each member shall serve for one (1) year and will be eligible to serve a second one (1) year term.
 - ii. An ARC member shall be disqualified from continuing service on the ARC if he or she misses two (2) consecutive meetings, misses any three (3) meetings in a rolling 365-day period, or is found to be engaged in instances of voting corruption.
 - e. Training
 - i. SST will provide training to all ARC members.
 - ii. The definitions and principles of the (NSC) National Safety Council shall be used.
 - 1. Definition of a Preventable Accident as defined by NSC (www.nsc.org)
 - iii. ARC members will receive bi-annual refresher training.
 - f. Quorum
 - i. Five (5) members shall constitute a quorum of the ARC.
- 5. **Meetings and Procedure.**
 - a. Meetings
 - i. ARC meetings shall be scheduled monthly during the first week of each month. Each monthly meeting shall review the prior months' charged preventable collisions that are appealed by the employee.
 - b. Procedure
 - i. Employees charged with a preventable or minor-preventable accident by SST shall have five (5) weekdays from the date of a preventable accident charge from SST to appeal the charge to the ARC.
 - ii. ARC Members will review accident forms, corrective action letters, police reports, witness statements, and photos and videos of accidents.
 - iii. ARC members will then vote to either "DENY" the appeal or change the grading to "Non-Preventable," "Minor-Preventable," or "No-Grade."

iv. In the event of a tie, then the SST's original decision for the accident grading stands; the employee may then advance to grievance.

c. Appeals

i. No grievances of ARC's decisions are allowed (except as stated below in subsection c.iii).

ii. Decisions of the ARC are final unless the ARC becomes deadlocked.

iii. In the event of an ARC deadlock, the preventable accident charge will stand, but the employee may grieve the charge.

6. **ARC Audits.**

a. The ARC shall be reviewed bi-annually to ensure functionality of the committee as well as to review compliance and adherence of the ARC's bylaws.

b. The COO, Directors, SST Superintendent, and the Union shall perform each bi-annual review.

c. The bi-annual review shall review the ARC statistical information and determine whether or not changes are needed to the ARC's structure

7. **Duration.** This MOU shall become effective when ratified by both Parties (the "Effective Date"). This MOU and all its provisions shall remain effective for the duration of the CBA and shall expire on September 30, 2018, or on such date as the CBA is otherwise terminated.

IN WITNESS WHEREOF, the Parties have executed this MOU respectively on the dates stated below .

UNION

PSTA

By: _____

By: _____

Rick Smith

James Bradford

Date: _____

Date: _____

Attendance Policy MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is entered into by and between the Pinellas Suncoast Transit Authority (“PSTA”) and the Service Employees International Union, Florida Public Services Union, Change to Win (“Union”) (collectively, the “Parties”).

WHEREAS, the Union has been certified as the exclusive bargaining representative of the “blue collar” bargaining unit of PSTA employees in Certification No. 1562 issued by the Florida Public Employees Relations Commission on August 28, 2015; and

WHEREAS, the Parties engaged in collective bargaining in order to enter into a new labor agreement for the blue collar bargaining unit; and

WHEREAS, the Parties came to an agreement on a new Collective Bargaining Agreement (the “CBA”) for the blue collar bargaining unit; and

WHEREAS, in addition to the CBA, the Parties have agreed that the Attendance Control Policy, attached as Exhibit “A”, shall govern the attendance of members of the bargaining unit.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference.
2. **Attendance Control Policy.** The Parties hereby agree to the Attendance Control Policy, attached hereto as Exhibit “A”, as the official policy for purposes of governing the attendance of members of the CBA’s bargaining unit.
3. **Duration.** This MOU shall become effective when ratified by both Parties (the “Effective Date”). This MOU and all its provisions and attachments shall remain effective for the duration of the CBA and shall expire on September 30, 2018, or on such date as the CBA is otherwise terminated. Exhibit A shall be applied to all members of the bargaining unit and all violations of that policy for the period commencing 365 days prior to the Effective Date. The two oldest attendance infractions of each employee that occurred prior to the Effective Date shall stay on the employee’s record, but shall not be considered toward progressive discipline issued under Exhibit A after the Effective Date.

IN WITNESS WHEREOF, the Parties have executed this MOU respectively on the dates stated below.

UNION

PSTA

By: _____
Rick Smith

By: _____
James Bradford

Date: _____

Date: _____

DRAFT

EXHIBIT "A"

PINELLAS SUNCOAST TRANSIT AUTHORITY ATTENDANCE CONTROL POLICY

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 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.

A. OCCURRENCES

(Applies to all Bargaining Employees – Bus Operators, Maintenance Personnel, and Customer Service Representatives)

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

- a. Employee Illness;
- b. Excused Absence without Pay;
- c. Doctor's Appointment with No Medical Verification.

2. Exceptions to this policy are as follows:

- a) An approved leave for Union business shall not be considered an occurrence.
- b) 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.
- c) 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 who 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.
- d) 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.

- e) 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 are the defendant.
- f) One (1) no-pay excused day (up to three (3) for new hires in their first twelve (12) months only) will be allotted to employees and may be used in any given calendar year. It 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.

3. DISCIPLINARY ACTION for Multiple Occurrences

STEP	OCCURRENCES	DISCIPLINARY ACTION
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 a rolling 365-period ending with the latest occurrence.

Employees shall be notified of an infraction within fifteen (15) calendar days of the occurrence. Starting with the third 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 may conduct a review of poor attendance records and recommend discharge for those employees with increasingly worse attendance or who are suspended for occurrences more than four (4) times in a rolling 365 day period.

B. ABSENT WITHOUT LEAVE POLICY

(Applies to all Bargaining Employees – Bus Operators, Maintenance Personnel, and Customer Service Representatives)

1. Absent Without Leave (AWOL)

Any employee who fails to notify the Authority of an absence within four (4) hours of his scheduled starting time is considered to be absent without leave. Any employee who fails to report for a scheduled employer-authorized medical examination and/or appointment for treatment within thirty (30) minutes of the time of the appointment is also considered to be absent without leave.

- a) Two (2) consecutive workdays of being AWOL will be considered job abandonment and result in discharge.
- b) Non-consecutive days of AWOL will result in the following:

AWOL Number	DISCIPLINARY ACTION (Rolling 365-day period)
1 st Instance	First Offense - Final Warning and Three (3) day suspension
2 nd Instance	Second Offense - Termination

C. TRANSPORTATION MISS-OUTS

(Applies to Bus Operators)

MISS-OUTs (Absence) and Absent Without Leave Policy

- 1. Failure of an employee to report for duty at the proper time, at the proper place at which their assigned duties are scheduled to start is defined as a MISS-OUT. MISS-OUTs will be assessed for not reporting for duty by the scheduled report time for operators.

Operators who fail to report off as prescribed shall be credited with a "MISS-OUT" to be entered into the employee's file for corrective action purposes.

- a) 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.
- b) **EXCEPTIONS:** 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.

Operators who MISS-OUT for any reason, including calling in late to report illness, will not be eligible to use paid leave time for any hours missed.

- c) Employees who receive an-occurrence or a MISS-OUT the scheduled day before, on/or the scheduled day after a holiday will not receive holiday pay. Employees who do not work their entire work shift will not receive holiday pay.
2. Operators who "MISS-OUT" are to report to the Dispatcher within one (1) hour 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.
 - c) MISS-OUT operators will receive NO minimum pay guarantee.
3. Operators who are assessed a "MISS-OUT" in a rolling 365 day-period shall be subject to the following disciplinary procedures in accordance with the following procedures:

MISS-OUT Number	Disciplinary Action
1 st Instance	1 st Verbal Warning and Serve at the bottom of the Extra Board
2 nd Instance	2 nd Verbal Warning and Serve at the bottom of the Extra Board
3 rd Instance	1 st Written Warning and Serve at the bottom of the Extra Board
4 th Instance	2 nd Written Warning + One (1) Day Suspension
5 th Instance	Final Warning + Three (3) Day Suspension
6 th Instance	Termination

4.

D. CUSTOMER SERVICE TARDIES

(Applies to Customer Service Representatives)

1. Customer Service tardiness occurs when an employee is not present and ready to begin working at his/her workstation at their scheduled start time. A Customer Service Representative who fails to report within fifteen (15) minutes of their scheduled shift start time will receive an OCCURRENCE.
 - a) All Customer Service Representatives are expected to be at work at their designated start time. In the event of a public emergency, the supervisor will have the discretion to excuse employee tardiness. Personal emergencies causing tardiness may be excused as well provided they accompanied with appropriate documentation or other proof.
 - b) Reporting Requirements: CSR's must call the Lead Supervisor or designee (Superintendent of Customer Service, RCC, or Dispatch) if they are going to be late. No texting or email will be accepted.
 - c) Customer Service Representatives who are assessed a "TARDY" in a rolling 365-day rolling period will be subject to the following corrective action in accordance with the following procedures:

C.S. TARDY Number	Disciplinary Action
1 st Instance	1 st Verbal Warning
2 nd Instance	2 nd Verbal Warning and Consultation w/ Lead C.S. Supervisor
3 rd Instance	1 st Written Warning Consultation
4 th Instance	2 nd Written Warning + One (1) Day Suspension
5 th Instance	Final Warning + Two (2) Day Suspension
6 th Instance	Termination

E. MAINTENANCE TARDIES

(Applies to Maintenance Personnel)

1. **Tardiness**

An employee is considered tardy when he or she fails to report as scheduled at the proper time and place. This includes reporting at the start of the shift, returning to work from breaks, including lunch break, and reporting for overtime work before or after the regular shift and on days off and holidays.

- a. Maintenance Employees who report to work within sixty (60) minutes after their scheduled start time will be assessed a tardy. A tardy employee will be required to complete the remainder of his or her scheduled shift.

- b. Maintenance Employees who are tardy in a rolling 365 day period will be subject to the following disciplinary procedures:

Maintenance Number	Tardy	Disciplinary Action
1 st Instance		First Verbal Warning
2 nd Instance		Second Verbal Warning
3 rd Instance		Written Warning
4 th Instance		Written Warning + One (1) Day Suspension
5 th Instance		Final Written Warning + Two (2) Day Suspension
6 th Instance		Termination

2. **Maintenance Occurrences**

Maintenance Employees who report after sixty (60) minutes of his or her scheduled start time will be charged with an occurrence. The employee will not be allowed to work.

Maintenance employees who are assessed with an occurrence in a rolling 365 day period will be subject to disciplinary measures under the PSTA Attendance Control Policy.

Any request by a maintenance employee to have a tardy or occurrence removed from the maintenance employee's attendance record must be presented to their immediate shift supervisor and/or superintendent in writing, within five (5) calendar days after the tardy or occurrence. Decisions to overturn a tardy or occurrence shall be made at the sole discretion of the Authority based upon the circumstances presented by the maintenance employee.

Banked Health Insurance Contribution Coverage Program (BHICCP) MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is entered into by and between the Pinellas Suncoast Transit Authority (“PSTA”) and the Service Employees International Union, Florida Public Services Union, Change to Win (“Union”) (collectively, the “Parties”).

WHEREAS, the Union has been certified as the exclusive bargaining representative of the “blue collar” bargaining unit of PSTA employees in Certification No. 1562 issued by the Florida Public Employees Relations Commission on August 28, 2015; and

WHEREAS, the Parties engaged in collective bargaining in order to enter into a new labor agreement for the blue collar bargaining unit; and

WHEREAS, the Parties came to an agreement on a new Collective Bargaining Agreement (the “CBA”) for the blue collar bargaining unit; and

WHEREAS, in addition to the CBA, the Parties wish to establish procedures for the Banked Health Insurance Contribution Coverage Program in accordance with the terms of this MOU; and

WHEREAS, the Banked Health Insurance Contribution Coverage Program will provide \$300 for each eligible employee that will be used to offset the employee’s portion of the cost of the employee’s health insurance premium, which is \$11.10 during FY 2016 and may increase in FY 2017.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference.
2. **Banked Health Insurance Contribution Coverage Program.** The Parties hereby establish a Banked Health Insurance Contribution Coverage Program (the “BHICCP”).
3. **Eligibility.** All bargaining unit employees who have payroll deductions for the costs of their share of health insurance costs on the Effective Date of this MOU are eligible to

participate in the BHICCP (an “Eligible Employee”). Eligible Employees will be automatically enrolled into the BHICCP.

4. **BHICCP Balance.** Each Eligible Employee will have a BHICCP balance maintained by PSTA’s Accounting Department, in which PSTA will deposit \$300.00 as a starting balance in lieu of the one-time payment of \$250.00 that will be paid to employees in the bargaining unit after ratification of the CBA.
5. **Use of BHICCP Funds.** During each pay period, the amount of the Eligible Employee’s contribution towards the health insurance costs incurred by PSTA to provide health insurance for the Eligible Employee (\$11.10 in FY 2016, but is subject to change in FY 2017) will be credited by PSTA’s Accounting Department from each Eligible Employee’s BHICCP balance to cover the Eligible Employee’s contribution to the health insurance coverage provided by PSTA for the Eligible Employee, for that pay period. BHICCP balance cannot be used for any other purpose. The BHICCP balance may not be used toward payment of any contributions towards dental coverage.
6. **Additional Family Insurance.** Eligible Employees who provide insurance for spouses, children, or other family members are required to make their normal contributions for the additional family insurance. However, such contributions will be reduced by the Eligible Employee’s share of the coverage for the Eligible Employee as stated in Paragraph 5 above, per pay period so long as there are sufficient funds in the Eligible Employee’s BHICCP balance.
7. **Exemption.** Bargaining unit employees who have opted out of PSTA’s health insurance program shall not be included in the BHICCP. These bargaining unit employees will instead receive a one-time \$250.00 payment upon ratification of the CBA. Eligible Employees who are enrolled in PSTA’s health insurance program are not permitted to receive a payout in lieu of participation in the BHICCP.
8. **Termination of Employment.** Upon termination of employment with PSTA, for whatever reason, Eligible Employees will not be entitled to any amount remaining in their BHICCP balance at the time of their termination, and any BHICCP balance attributable to Eligible Employees whose employment with PSTA has terminated shall revert to PSTA upon termination.
9. **Depletion of Balance.** When an Eligible Employee’s BHICCP balance reaches a zero (\$0.00) balance, or is lower than the amount of the Eligible Employee’s contribution towards the costs of health insurance provided by PSTA to the Eligible Employee, the Eligible Employee will be responsible for paying the difference or full amount of their

health insurance contributions as required under the Group Insurance provision of the CBA.

10. **One-Time Deposit.** The Parties acknowledge that the BHICCP is a one-time offering. Only one (1) \$300.00 deposit will be made to each Eligible Employee's BHICCP balance upon execution of this MOU and ratification of the CBA and this MOU.

11. **Union's Obligations.** The Union shall be responsible for ensuring all bargaining unit employees understand the BHICCP provisions. The Union shall act as the chief liaison between Eligible Employees and PSTA for any issues and or questions that may arise from the operation of the BHICCP.

12. **Duration.** This MOU shall become effective when ratified by both Parties and after ratification of the CBA (the "Effective Date"). This MOU and all its provisions shall remain effective for the duration of the CBA and shall expire on either (a), the date when all BHICCP balance reach a zero (\$0.00) balance, or (b), on September 30, 2018, or on such date as the CBA is otherwise terminated, whichever occurs first.

IN WITNESS WHEREOF, the Parties have executed this MOU respectively on the dates stated.

UNION

PSTA

By: _____
Rick Smith

By: _____
Brad Miller or James Bradford

Date: _____

Date: _____

Group Offenses and Accident MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is entered into by and between the Pinellas Suncoast Transit Authority (“PSTA”) and the Service Employees International Union, Florida Public Services Union, Change to Win (“Union”) (collectively, the “Parties”).

WHEREAS, the Union has been certified as the exclusive bargaining representative of the “blue collar” bargaining unit of PSTA employees in Certification No. 1562 issued by the Florida Public Employees Relations Commission on August 28, 2015; and

WHEREAS, the Parties engaged in collective bargaining in order to enter into a new labor agreement for the blue collar bargaining unit; and

WHEREAS, the Parties came to an agreement on a new Collective Bargaining Agreement (the “CBA”) for the blue collar bargaining unit; and

WHEREAS, in addition to the CBA, the Parties agree to enter into this MOU acknowledging their agreement to the attached the Group Offenses and Accidents, which is applicable to members of the bargaining unit.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference.
2. **Groups of Offenses and Accidents Policy.** The Parties hereby agree that the Group Offenses and Accidents , attached hereto as Exhibit “A”, and incorporated herein as if fully set forth, shall apply to the members of the bargaining unit.
3. **Duration.** This MOU shall become effective when ratified by both Parties (the “Effective Date”). This MOU and all its provisions and attachments shall remain effective for the duration of the CBA and shall expire on September 30, 2018, or on such date as the CBA is otherwise terminated.

4.

IN WITNESS WHEREOF, the Parties have executed this MOU respectively on the dates stated below.

UNION

PSTA

By: _____
Rick Smith

By: _____
James Bradford

Date: _____

Date: _____

DRAFT

EXHIBIT "A"

GROUPS OF OFFENSES AND ACCIDENTS

The list of group offenses may not address every conceivable scenario which may occur that negatively impacts PSTA's operation. In that regard, some issues will need to be addressed with the appropriate corrective action as necessary. Additionally, the recommended progression for each Group Offense may not accurately represent an employee's total performance record. All group offenses are still subject to the grievance system.

GROUP I OFFENSES AND RECOMMENDED CORRECTIVE ACTION

- **Violation of the following rules are just cause 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/timcard (including punching another employee's timcard or allowing your timcard 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. Failure to report any collision which is known by the operator between a bus or other PSTA vehicle and a fixed or moving object while behind the wheel and in motion resulting in damage worth at least \$1,000 or greater.
 7. Hit and run.
 8. 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.

9. 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.
10. AWOL / Job Abandonment - Failure to contact the Dispatcher, Supervisor, Superintendent, Customer Service Lead Supervisor, Director, or Chief on two (2) consecutive scheduled workdays of absence without report.
 - a) Any 2 AWOL instances of failing to report, call, or check-in before the end of a scheduled workday in a rolling 365-day period.
11. 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.
12. 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.
13. Vandalism or willful damage to PSTA property or equipment, or to another employee's property or equipment while on PSTA premises.
14. 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.
15. 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.
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. Tampering or altering the operation, in any way, of any technologies in a bus, pool vehicle, or company facility. "Tampering with" and "altering" include, but are not limited to moving, dismantling, or impairing in any way the ability for the technology to operate as it was intended.

18. Failure to secure bus resulting in a roll-away causing bodily injury or fatality.
19. Any six (6) charged MISSOUTS or TARDIES in a rolling 365-day period.
20. Any ten (10) charged OCCURRENCES in a rolling 365-day period.
21. Any four (4) charged PREVENTABLE collisions in a rolling 365-day period will be considered just cause for termination.

GROUP II OFFENSES AND RECOMMENDED CORRECTIVE ACTIONS (counts toward progression for a rolling twenty-four (24) month period.)

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

- **First Violation: Final Warning and two (2) day working suspension**
 - **Second Violation: Discharge**
1. Insubordination (Defiance of authority or refusal to follow instructions).
 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. Allowing unauthorized persons to enter the Customer Service Centers.
13. Recklessness and/or negligence which endangers or threatens the life, health, and safety of PSTA employees, customers and members of the public.
14. Possessing 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.
 - a. Maintenance Department employees driving a PSTA vehicle must pull over to a safe location and secure the vehicle, if they need to use their phone in the event of an emergency.
 - b. Maintenance employees are not allowed to use a cell phone while on the shop floor.
15. Failure to secure bus resulting in a roll-away causing damage of at least \$1,000 or more.

GROUP III OFFENSES AND RECOMMENDED CORRECTIVE ACTIONS (counts toward progression for a rolling twelve (12) month period.)

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

- **First Violation: Documented Verbal Warning**
 - **Second Violation: Written warning and one (1) day working suspension**
 - **Third Violation: Final warning and three (3) day working 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. Failure to inquire about the well-being of a passenger if it appears or is told to the operator that the person may be injured. Failure to inquire about the well-being of a would-be passenger who has fallen within 36 inches of the bus if it appears or is told to the operator that the person may be injured.
 3. Substandard job performance. (DEFINITION = Failure to perform work and duties with reasonable efficiency; Poor Work.)
 4. Practical jokes, horseplay, or pranks that are harmful to another employee.

5. Reading books, magazines, or newspapers while operating a revenue service vehicle unless it is at a terminal or the EOL on a designated layover.
6. 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. Possessing 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.
 - a) 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.
 - b) Customer service representatives driving company vehicles must stop the vehicle at a safe location and set the transmission in PARK.
9. Failure to follow the public schedule or leaving a time point on a route more than two minutes early.
10. Failure to carry out instructions on the Operators' paddle being off route (including deadhead instructions).
11. Failure of a maintenance employee to properly fuel a PSTA vehicle.
12. Intentionally stranding passengers at a bus stop.
13. Smoking in PSTA vehicles, in PSTA buildings, or on PSTA property that prohibits smoking.
14. Failure to accommodate disabled riders by denying the use of the lift, kneeling device,

and proper securement devices when the vehicle is so equipped.

15. Failure to follow the Bus Operators' Procedure Manual.
16. Use of MP3 or other portable music or video players, cassette players, CD players of any kind while operating revenue service vehicles.
17. Failure to make necessary reports related to employee's job duties.
18. Intentionally detouring or cutting a route short without permission.
19. 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.
20. Failure to observe Maintenance safety rules.
21. Improper use and/or care of PSTA shop equipment, tools, materials, etc.
22. Operating a PSTA forklift without first being trained and instructed in its use.
23. Failure to follow instructions issued by a Supervisor.
24. Unauthorized use of PSTA non-revenue vehicles.
25. Failure to provide proper documentation upon return to work from employee illness or absence as outlined in the Attendance Control Policy.
26. Failure to secure bus but results in no damage or injury.

GROUP IV OFFENSES AND RECOMMENDED CORRECTIVE ACTIONS (counts toward progression for rolling twelve (12) month period.)

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

- **First Violation: Documented Verbal Warning**
 - **Second Violation: Written Warning**
 - **Third Violation: 2nd Written Warning and One (1) day working suspension**
 - **Fourth Violation: Final Written Warning and Three (3) day working suspension**
 - **Fifth Violation: Termination**
1. Performing personal business while on duty.
 2. Failure to challenge an appropriate fare.
 3. Improper use or personal use of the PSTA radio system

4. Knowingly removing a PSTA vehicle from PSTA property that is "on-hold".
5. Parking on PSTA property in areas where employee parking is prohibited and failure to take safety measures when driving or parking a PSTA vehicle.
6. Loitering in or around the Maintenance garage; or engaging in unnecessary conversation with other personnel, or interfering with their work.
7. 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.)
8. 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.
9. Gambling while on duty or on PSTA property.
10. Failure to complete a pre-trip inspection.
11. Reporting for work in an unauthorized uniform or not following the personal appearance hygiene requirements listed in the Bus Operators' Procedure Manual.
12. Failure to follow the public schedule or leaving a time point on a route less than two minutes early.
13. Failure to continue driving route if needed due to replacement driver failing to show.

Accidents and Collisions

1. Preventable Accidents

Any employee having two (2) preventable accidents within a twelve (12) month period will be required to take an in-house retraining session as coordinated and designed by the Safety, Security and Training department specific to the individual or incident at hand.

In-house retraining 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 (4th) preventable accident incurred by an employee within the specified twelve (12) month period will be considered just cause for termination. An employee will be notified in writing that the employee is being charged with the preventable accident.

2. Minor Preventable Accidents

Two minor accidents which are found to be preventable shall equal one preventable/chargeable.

A minor accident shall be defined as one involving damage to:

- a. A bike rack or mirror (if applicable) but not requiring total replacement of the bike rack or mirror; as well as cuts, scrapes, or scuffs to tire(s) but not requiring the replacement of the tire(s);
- b. Any combination of damage to the vehicle body not exceeding a total of \$500 in repairs as determined by Maintenance management.
- c. Minor accidents may be charged to employees driving in any PSTA vehicle.

Occurrence Calculation MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is entered into by and between the Pinellas Suncoast Transit Authority (“PSTA”) and the Service Employees International Union, Florida Public Services Union, Change to Win (“Union”) (collectively, the “Parties”).

WHEREAS, the Union has been certified as the exclusive bargaining representative of the “blue collar” bargaining unit of PSTA employees in Certification No. 1562 issued by the Florida Public Employees Relations Commission on August 28, 2015; and

WHEREAS, the Parties engaged in collective bargaining in order to enter into a new labor agreement for the blue collar bargaining unit; and

WHEREAS, the Parties came to an agreement on a new Collective Bargaining Agreement (the “CBA”) for the blue collar bargaining unit; and

WHEREAS, in addition to the CBA, the Parties agree to enter into this MOU concerning how prior occurrences of bargaining unit members under the Attendance Control Policy in existence prior to the CBA are calculated for purposes of the new Attendance Control Policy, agreed to by the Parties in a separate memorandum of understanding.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference.
2. **Calculation of Occurrences.** Upon execution of the CBA and the MOU adopting the new Attendance Control Policy, the Parties agree to exclude one (1) of the oldest occurrences in the previous 365-day rolling period for an employee who is a member of the bargaining unit when calculating the number of occurrences the employee has under the new Attendance Control Policy. This exclusion shall apply to the oldest occurrence (for one occurrence only) existing as of the Effective Date.
3. **Duration.** This MOU shall become effective when ratified by both Parties (the “Effective Date”). This MOU and all its provisions shall remain effective for the duration of the CBA and shall expire on September 30, 2018, or on such date as the CBA is otherwise terminated by the Parties.

IN WITNESS WHEREOF, the Parties have executed this MOU respectively on the dates stated below.

UNION

By: _____

Rick Smith

Date: _____

PSTA

By: _____

James Bradford

Date: _____

DRAFT

Quality Public Service Councils

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is entered into by and between the Pinellas Suncoast Transit Authority (“PSTA”) and the Service Employees International Union, Florida Public Services Union, Change to Win (“Union”) (collectively, the “Parties”).

WHEREAS, the Union has been certified as the exclusive bargaining representative of the “blue collar” bargaining unit of PSTA employees in Certification No. 1562 issued by the Florida Public Employees Relations Commission on August 28, 2015; and

WHEREAS, the Parties engaged in collective bargaining in order to enter into a new labor agreement for the blue collar bargaining unit; and

WHEREAS, the Parties came to an agreement on a new Collective Bargaining Agreement (the “CBA”) for the blue collar bargaining unit; and

WHEREAS, in addition to the CBA, the Parties have agreed to establish Quality Public Service Councils in accordance with the terms of this MOU.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference.
2. **Quality Public Service Councils.** There are hereby created two (2) Quality Public Service Councils; one each in the Transportation and Maintenance Departments.
3. **Purpose.** The Quality Public Service Councils are created for the following purposes:
 - a. In order to find a means for continuing and improving communications;
 - b. To serve as a forum for discussing and initiating programs to generate cost savings without a reduction in public services;
 - c. To enhance the skills training and job satisfaction of workers;
 - d. To promote the safety and health of employees and citizens; and
 - e. As a means of meaningful employee input into the operations of PSTA.
4. **Composition of Committee.** PSTA and the Union will choose representatives from each Department who will meet quarterly, with the first meeting happening within 60 days of the Effective Date of this MOU. Both the Union and PSTA will select a liaison to lead discussions and resolution-type action of the matters at hand.

5. **Meetings.** Both parties will be jointly responsible for establishing the agenda for each Council meeting in advance and shall alternate each meeting as the Chair of the Council. Each Party's liaison will be responsible for taking the minutes of the Council meeting.

After the meeting, the liaisons will review, finalize, and both sign those minutes and will then share them with their respective Councils, as well as the Chief Operating Officer and CEO of PSTA.

6. **Duties and Responsibilities.** The Councils may discuss issues which could result in an improved quality of work life, both on the job and after work hours, as well as improving the quality of work performed and employee training programs. The Councils may also discuss other matters mutually agreed upon by the parties; however, Council meetings are for the purpose of positive programs and results and are not meant to become gripe sessions for either workers or managers.

Council meetings are not meant to bypass the collective bargaining process or the grievance procedure contained in the CBA.

7. **Duration.** This MOU shall become effective when ratified by both Parties (the "Effective Date"). This MOU and all its provisions shall remain effective for the duration of the CBA and shall expire on September 30, 2018, or on such date as the CBA is otherwise terminated respectively on the dates stated below.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

UNION

PSTA

By: _____

By: _____

Rick Smith

James Bradford

Date: _____

Date: _____

Scheduling and Routing MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is entered into by and between the Pinellas Suncoast Transit Authority (“PSTA”) and the Service Employees International Union, Florida Public Services Union, Change to Win (“Union”) (collectively, the “Parties”).

WHEREAS, the Union has been certified as the exclusive bargaining representative of the “blue collar” bargaining unit of PSTA employees in Certification No. 1562 issued by the Florida Public Employees Relations Commission on August 28, 2015; and

WHEREAS, the Parties engaged in collective bargaining in order to enter into a new labor agreement for the blue collar bargaining unit; and

WHEREAS, the Parties came to an agreement on a new Collective Bargaining Agreement (the “CBA”) for the blue collar bargaining unit; and

WHEREAS, in addition to the CBA, the Parties wish to establish the Scheduling and Routing Committee in accordance with the terms of this MOU.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference.
2. **Scheduling and Routing Committee.** There is created a Scheduling and Routing Committee.
3. **Purpose of the Committee.** The Scheduling and Routing Committee shall provide the Authority with comments and feedback from bus operators on the design and before the implementation of changes in routing and scheduling as well as comments and feedback that takes into account the consideration of impacts on the health and safety of PSTA’s bus operators.
4. **Composition of the Committee.** PSTA and the Union shall select representatives to the Committee.
5. **Convening of the Committee.** The Union will be notified of any changes to current scheduling or routing no later than several weeks or earlier if possible before implementation of such changes. The Committee shall convene as soon as mutually convenient after this notice.

6. **Review of Scheduling and Routing Changes.** A review of the performance of any scheduling and/or route changes shall be performed by the Committee after the implementation of such changes.
7. **Review of Current Scheduling.** Within sixty (60) days of execution of this MOU, the Committee shall meet and review all current scheduling and its impact on bus operator recovery time, safety, and efficiency.
8. **Duration.** This MOU shall become effective when ratified by both Parties (the “Effective Date”). This MOU and all its provisions shall remain effective for the duration of the CBA and shall expire on September 30, 2018, or on such date as the CBA is otherwise terminated.

IN WITNESS WHEREOF, the Parties have executed this MOU respectively on the dates stated.

UNION

PSTA

By: _____

By: _____

Rick Smith

James Bradford

Date: _____

Date: _____