



Labor Agreement between Pinellas Suncoast Transit Authority and Service Employees International Union (FPSU)



Bus Operators, Maintenance and Customer Service Representatives

(Includes Group Offenses, Accident & Attendance Policies and Contractual MOUs)

Effective **December 01, 2024**
through **September 30, 2027**

Table of Contents

ARTICLE 1 - PREAMBLE.....	5
ARTICLE 2 – RECOGNITION.....	6
ARTICLE 3 – MANAGEMENT RIGHTS.....	7
ARTICLE 4 - RIGHTS OF EMPLOYEES	8
ARTICLE 5 - UNION REPRESENTATION.....	9
ARTICLE 6 - CHECKOFF	12
ARTICLE 7 - PROHIBITION OF STRIKE.....	14
ARTICLE 8 - NON-DISCRIMINATION	15
ARTICLE 9 - BULLETIN BOARDS	16
ARTICLE 10 - SENIORITY, LAYOFF AND RECALL	18
ARTICLE 11 - JURY DUTY/COURT ATTENDANCE	27
ARTICLE 12 - FUNERAL LEAVE	29
ARTICLE 13 - MILITARY LEAVE.....	31
ARTICLE 14 - LEAVE WITHOUT PAY	32
ARTICLE 15 – VACATION LEAVE	33
ARTICLE 16 - SICK LEAVE	42
ARTICLE 17 – HOLIDAYS	48
ARTICLE 18 - PAY PROVISIONS.....	52
ARTICLE 19 - SAFETY AND HEALTH.....	61
ARTICLE 20 - CORRECTIVE ACTION	63
ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURE	66
ARTICLE 22 - MATTERS APPROPRIATE FOR CONSULTATION	74
ARTICLE 23 - GENERAL PROVISIONS	75

ARTICLE 24 - DRUG/ALCOHOL TESTING	80
ARTICLE 25 - GROUP INSURANCE	83
ARTICLE 26 - RETIREMENT SYSTEM	86
ARTICLE 27 – CUSTOMER SERVICE OPERATIONS	87
ARTICLE 28 – TRANSPORTATION BASIC WORK WEEK/OVERTIME	96
ARTICLE 29 - TRANSPORTATION OPERATIONS.....	105
ARTICLE 30 - MAINTENANCE GENERAL PROVISIONS ...	130
ARTICLE 31 - SAVINGS CLAUSE.....	172
ARTICLE 32 - ENTIRE AGREEMENT	173
ARTICLE 33 – DURATION.....	174
APPENDIX “B” (PAY RATES).....	177
APPENDIX “B” (BUS OPERATOR AND CSR PAY RATES)	179
APPENDIX “B” MAINTENANCE PAY RATES (TECHNICIANS).....	179
APPENDIX “B” – MAINTENANCE PAY RATES CONT’D ...	180
(INVENTORY CONTROL, FACILITIES, AND SERVICE)	180
APPENDIX “C” (SIDE LETTER).....	181
Section 1 – Group Offenses	182
GROUPS OF OFFENSES AND ACCIDENTS.....	184
GROUP I OFFENSES.....	185
GROUP II OFFENSES	190
GROUP III OFFENSES	193
GROUP IV OFFENSES.....	197
Section 2 – Accidents and Collisions	199
Accidents and Collisions.....	200
Preventable Accidents	200

Section 3 – Attendance Control	202
Pinellas Suncoast Transit Authority Attendance Control Policy	203
Occurrences	203
CORRECTIVE ACTION for Multiple Occurrences	205
Absent Without	206
Leave Policy	206
Absent Without Leave (AWOL)	206
TRANSPORTATION MISS-OUTS	207
(Applies to Bus Operators)	207
MISS-OUTs (Absence) and Absent Without Leave Policy	207
CUSTOMER SERVICE TARDIES	212
MAINTENANCE TARDIES.....	214
Tardiness	214
Maintenance Occurrences	215
MEMORANDUM OF UNDERSTANDING #1 FOR MEDICAL INSURANCE PREMIUMS	216
MEMORANDUM OF UNDERSTANDING #2 FOR SCHEDULING AND ROUTING	220
MEMORANDUM OF UNDERSTANDING #3 FOR RESTROOMS BY ROUTE.....	224
MEMORANDUM OF UNDERSTANDING #4 FOR PSTA/SEIU PAY CLAIM CAP LIMITS	227
MEMORANDUM OF UNDERSTANDING #5 FOR SERVICE LANE BIDDING	230

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 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) or their designees 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 a PSTA declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. See Article 18 for Special Pay provisions during a PSTA declared emergency.

Section 5. Should a PSTA declared 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 their 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 their designee during the time of the declared emergency, notwithstanding any other provision of this Agreement whatsoever. 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 emergency's termination date 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.

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 (7) 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 workday 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 seven (7) total collective bargaining employees may be excused from their shifts for collective bargaining purposes.

Any combination of bus operators, customer service representatives and maintenance personnel may be set by the Union under this section.

The Union agrees to reimburse the Authority for all time paid to the Union's bargaining team applicable to time spent negotiating in bargaining sessions. The Authority will invoice the Union under a net thirty (30) payment remission agreement.

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. 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 workday 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.
- e. Authority's Committee or Board Meetings not to exceed 2 per month. (Limited to one (1) Union official – i.e. the SEIU Chair or their designee.)

Section 5.

Authorized and recognized Union representatives will be allowed to enter lunchrooms 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 for 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 or other deduction authorized under this Article.

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:

Section 8. This Article shall be enforced in compliance with applicable law, including the requirements and prohibitions of Florida Statutes Chapter 447, Part II, relating to deductions and disbursements by public employers of labor organization dues and uniform assessments.

**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.

ARTICLE 8 - NON-DISCRIMINATION

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

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 (Fueller/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.

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 their 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 ninety (90) calendar day probationary period. The vacated position may be immediately posted and filled by the department. At any time during their probationary period, if

management or the employee determines that the employee is unable to perform the job, the employee shall be returned to their 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 ninety (90) 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 their 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 their 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 their 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 workdays.
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, bump down, 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 their 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.

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, they shall receive pay at their straight hourly rate for the hours required to be absent from their currently scheduled work hours and considered as time worked. 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 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.

Section 9. PSTA may opt not to provide paid leave when the employee is adversarial to PSTA.

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 their 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 their 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.

Section 5. Employees can use Funeral Leave provisions with or without pay twice during a calendar year from January to December with qualifying proof of relation and attendance at service. PSTA reserves the right to grant additional funeral leave based on proof and evidence of the relationship with the employee. (e.g. – airplane ticket, gas receipt, hotel, program, death certificate, obituary notice).

ARTICLE 13 - MILITARY LEAVE

Military leave will be administered by PSTA in accordance with applicable law.

ARTICLE 14 - LEAVE WITHOUT PAY

The decision to grant Leave without Pay (Leave of Absence) is a matter of administrative discretion. An employee who wants leave without pay shall request it from the head of their department. The head of the department will grant or deny requests on a case-by-case basis. If an employee believes that the department head unfairly denied their request for Leave without Pay, the employee may request a review by either the Chief Operating Officer or the Director of Human Resources along with the appropriate department head. The decision of the Chief Operating Officer, Director of Human Resources, or their 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.

ARTICLE 15 – VACATION LEAVE

Section 1. Vacation Entitlement

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

All employees will be given their annual vacation entitlement at 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 (200) 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 workdays, sick leave days, jury duty days, worker compensation time, modified duty time, personal days, union business, and military leave.

The extra week of vacation earned by bargaining employees achieving their 5+, 10+ or 15+ year milestone will be available within the same calendar year for those scheduled to make their milestone between January 1st and June 30th of the vacation bid year. Those who are scheduled to make their milestone between July 1st and December 31st will receive their extra week of vacation in the following calendar year.

EXAMPLE:

Employee	Allotment Year	Allotment	Milestone Anniversary	Milestone	New Allotment	Year Available
Person A	Jan 1, 2021	2 weeks	March 23	5 Years	3 weeks	2021
Person B	Jan 1, 2021	4 weeks	Oct 17	15 Years	5 Weeks	2022
Person C	Jan 1, 2021	3 weeks	June 15	10 Years	4 Weeks	2021
Person D	Jan 1, 2021	3 weeks	July 17	10 Years	4 Weeks	2022

Section 2. Vacation Use

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

Section 3. Vacation Usage and Carryover

The following provisions for taking and carrying-over vacation will be in effect for all employees:

- a. A minimum of eighty (80) vacation hours **MUST** be taken within the qualifying year.
 - i. These hours must also be taken in order to qualify for end-of-the-year vacation carry-over.

- b. (Transportation and Customer Service) A maximum of one-hundred twenty (120) vacation hours may be taken in daily increments as subject to final management approval. Bus operators will not be eligible for single-day vacation usage until they complete five (5) full years of service and they have accrued at least three (3) weeks of vacation. Employees only entitled to eighty (80) or fewer vacation hours per calendar year are not entitled to

carryover and thereby must take all of their vacation hours within the calendar year or risk losing unused hours at the end of the year.

- c. (Maintenance) All available vacation hours may be taken in daily increments as subject to final management approval.
- d. A maximum of one hundred twenty (120) hours may be accumulated in an employee's vacation carry-over account at any given time which includes all previous or current vacation carry-over balances.
- e. Employees who are entitled to at least one-hundred twenty (120) hours or more of vacation will have all remaining unused vacation hours automatically rolled-over into a vacation carry-over account up to a maximum of one hundred twenty (120) total hours provided a total of eighty (80) vacation hours were taken by the Employee during the applicable calendar year.
- f. One hundred percent (100%) of all remaining unused vacation hours not rolled over by the end of the last pay period of the same vacation entitlement year will be paid to employees by the second pay period in February in the following calendar year.

In order to be entitled to this payout, the employee must have taken a minimum of eighty (80) vacation hours during the applicable calendar year and worked

at least 1680 or more hours during the same applicable calendar year.

- g. If an employee is close to, or has reached, maximum capacity in their vacation carry-over account, the employee cannot rollover additional hours and shall instead be paid-out for all remaining unused vacation hours provided the employee has taken a minimum of eighty (80) hours of vacation during the applicable calendar year and has worked at least 1680 or more hours during the same applicable calendar year.
- h. Failure of an employee to meet the minimum vacation usage and minimum hours worked criteria as provided in Section 3-d and Section 3-e of this article will result in a loss of unused vacation hours at the end of the applicable calendar year.
- i. All vacation utilization is subject to the employee's respective department's bid rules for vacation and vacation carry-over utilization.

Section 4. Vacation Entitlement for First Year Bus Operators (FYBOs)

- 1. FYBO vacation entitlement based on their start date into revenue service during the below calendar interval/period through December 31st of the same year:
 - a) Enters revenue service Jan 1st – June 30th = Eighty (80) hours vacation entitlement

- b) Enters revenue service July 1st – Dec 31st = Forty (40) hours vacation entitlement
- 2. Vacation entitlement for FYBOs can only be used to bid vacation during the next regularly scheduled vacation bid (as conducted by the Transportation Department) which assigns vacation weeks for bus operators in the following calendar year. (See FYBO vacation bid procedures starting in provision #5 below.)
- 3. Vacation entitlement in provision #1 above is based upon a FYBO working uninterrupted between their revenue service start date through the end of that same calendar year (December 31st).
 - a. Uninterrupted means an FYBO may not miss more than twenty percent (20%) of their scheduled work hours (for an unplanned or unexpected absence) to be calculated using the period of time between their revenue start date and the end of that same calendar year (Dec 31st). Missing more than twenty percent (20%) of scheduled work hours will affect vacation entitlement for FYBOs.

See pro-rata chart below:

- i. Entitled to eighty (80) hours but misses twenty percent (20%) or more, but less than forty percent (40%) of scheduled work through the end of that same calendar year = Forty (40) hours vacation entitlement.

- ii. Entitled to eighty (80) hours but misses more than forty percent (40%) of scheduled work through the end of that same calendar year = Zero (0) hours vacation entitlement.
 - iii. Entitled to forty (40) hours but misses twenty percent (20%) or more of scheduled work through the end of that same calendar year = Zero (0) hours vacation entitlement.
- 4. FYBOs will not be entitled to vacation if he or she departs from the company for any reason before December 31st of the same calendar year in which they entered into revenue service.
- 5. The Union will hold a special vacation bid for FYBOs the day after the normal vacation bid time ends, excluding non-working days.
 - a. Each FYBO will be given ten (10) minutes to bid their vacation.
 - b. Each FYBO will fill out a vacation bid sheet.
 - c. FYBOs may only bid on open weeks of vacation that succeed an FYBO's probationary period of one-hundred eighty (180) days or six (6) months.
 - d. FYBOs may take vacation in one (1) week increments only. No daily increments may be taken.
- 6. FYBOs will not be eligible to bank or carry-over unused vacation. Unused vacation hours may not be carried over to the next calendar year.

Section 5. Leaving Employment

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 their 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 ($1/12^{\text{th}}$) of the vacation entitlement for each month of employment.
 - a. Any employee working beyond the twentieth (20^{th}) day of the month will be counted as working a full month.

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

Section 6. 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 System in effect at the time of retirement.

Section 7. 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 8. 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 their 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.

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. Use of Leave

When an employee is absent they must use accrued Sick Leave to cover the absence. Absence without pay is not allowed unless the employee has no accrued sick time leave time available.

Section 3. Required Physician's Note

A physician's note must be provided to the Authority if an employee is out of work due to illness for at least five (5) days or more.

Section 4. 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 (maximum will be lowered to three hundred seventy-five (375) hours beginning in FY27) payable as follows:

- A. An employee who has been absent from work due to an illness and has used up all of their accrued Sick Leave Bank hours may draw upon their 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 separate from PSTA will receive a payout of their Sick Time Fund as follows:
 - 1. Less than seven (7) years' service with PSTA will receive one (1) time payment equal to seventy-five percent (75%) of all dollars in their Sick Time Fund

 - 2. Seven (7) or more years' service with PSTA will receive one (1) time payment equal to one hundred percent (100%) of all dollars in their Sick Time Fund.

 - 3. If an employee retires under the Florida Retirement System, they may choose to leave the fund with PSTA to pay health and/or dental, and/or eye care insurance premiums, in lieu of a payout, until the fund is used up. In this case, the employee may exercise one of the following options:
 - a. Use the fund to pay only their insurance premiums.

 - b. Use the fund to pay their premium 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.

Section 5.

Sick Leave shall be granted for the following reasons:

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

Section 7. Employees shall be allowed to take a maximum of ten (10) 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 8. 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 9. 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 10. An employee who is off work for thirty (30) days or more due to illness or injury will be required to pass a drug and alcohol screen as well as a fit-for-duty test.

Employees who have been medically disqualified from work will also be required to pass a DOT physical at a medical provider selected by PSTA.

Employees who experience a medical episode which may be a disqualifying medical condition will be required to pass a DOT physical at a medical provider either selected by PSTA or the employee.

CDL disqualifying medical conditions include Hearing Loss, Vision Loss, Epilepsy or seizure, Insulin Use, Meniere's Disease, sustained ventricular tachycardia, narcolepsy, coronary artery bypass grafting (CABG) surgery, or other as determined by medical professional and/or governing regulations.

If this DOT physical results in a medical disqualification, then the employee is required to pass a DOT physical at a medical provider selected by PSTA to be re-qualified.

Section 11. (Bus Operations) Employees who have been out sick longer than seven (7) calendar days will be required to call dispatch once every five days to update absence status.

Section 12. Employees who call out of work as “sick” from their regularly scheduled work assignments and never return to duty because of:

- Resignation.
- Retirement.
- Disqualification
- Dismissal.

will be paid from their available vacation bank of hours and not their available sick time bank of hours. Purposely drawing down on available sick time with the intent of not returning to employment with PSTA is strictly forbidden.

Paid sick time can be made available with:

1. Prior notification and approval with their manager.
2. Doctor or Physician’s note detailing extended absence leading up to final company departure.
3. FMLA approved covered absences.

Section 13. Employees who work an additional 700 hours or more of overtime in any given fiscal year may earn an extra eight (8) hours toward their sick time entitlement. Calculations to determine eligibility are performed after September 30th of the qualifying year. The additional eight (8) hours will be added to the employee’s PTO bank in the following fiscal year by the first scheduled payroll in November.

Section 14. Employees who have been separated from employment with PSTA due to medical disqualification will be given six (6) months to return to full duty post their termination date provided the employee satisfies required pre-employment screenings. The employee will not lose pay or seniority status.

Section 15. This Article shall be administered in compliance with all applicable law, including, but not limited to, the Americans with Disabilities Act, the Pregnant Workers Fairness Act, and the Family and Medical Leave Act.

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 their 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 their normal scheduled hours on the employee's workdays which precede and follow the day the holiday is observed in order to qualify for Holiday Pay. An employee may also qualify for Holiday Pay if they EITHER (1)work their regularly scheduled shift before the holiday combined with working on the actual holiday OR; (2) they work on actual holiday combined with working their regularly scheduled shift after the holiday. 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) hours 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. Operators who fail to bid will be assigned OFF; when all OFF days are filled, the operator will be assigned the largest piece of work. If the two (2) largest pieces pay the same, the operator will be awarded the piece with the earliest start time.
- D. All work assignments shall be posted as holiday assignments.
- E. 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 either two (2) weeks before or (2) weeks after the pay period in which their birthday falls. If an operator fails to sign the list, he will be off

on their birthday if it is their scheduled day to work.

- C. If an employee chooses to take their 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.

ARTICLE 18 - PAY PROVISIONS

Section 1. All bargaining unit employees shall be paid the hourly rates as shown in Appendix "B" beginning no later than the second pay period following full Union ratification and Board approval of this labor agreement. The pay rates will go into effect over the next three (3) years on December 20th, 2024 | October 1st, 2025 | October 1st, 2026.

(See Appendix B – Pay Charts on pp. 154-155)

Section 2. Wage Progression

All newly hired bargaining employees, including part-time employees shall progress through the wage chart as seen in Appendix B-1. New employees shall receive a fixed wage increase, depending on their Classification, until maximum wage rate is reached at fifty-five (55) months.

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. Employees shall be promoted, at minimum, to whichever pay category in the new position Classification gives the employee a wage increase.

The employee's start date in the new classification shall be used as the anniversary for pay step increases..

**Promoted means an employee who moves to a higher-paying Classification with specific clarification from the Authority regarding which step the person will enter.*

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 and fifty cents (\$1.50) per hour for each hour worked in the Supervisory position. For purposes of this section, "temporarily" means a period of time not to exceed five (5) continuous calendar weeks.

PSTA is willing to accept recommendations from the Union regarding potential candidates for Line Instructors.

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 and seventy-five cents (\$1.75) 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 their 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 workday. 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) hours 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:

1. Deadhead Travel - that time an operator is traveling to and from their assigned route or Special pickup and drop-off location while operating PSTA buses.
2. 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 their 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 their run up to forty (40) hours shall have such time

credited towards the pay time provided in this Section, and the employee shall receive only that time which is in excess of the weekly makeup guarantee.

Section 9 – Paychecks.

There are twenty-six (26) pay periods a year with Friday pay dates falling on a bi-weekly basis. All employees hired after October 1, 2021, are required to set up direct deposit; bi-weekly pay will be direct deposit only. Employees hired after October 1, 2021, shall be informed of this when hired as a condition of employment.

Direct deposit is available upon request, and all pay statements are sent to employees via email. Paychecks will be made available by noon on payday.

Section 10 – Manual Paycheck Requests.

Regarding the printing of manual checks for payroll reconciliation purposes:

- A.** Any discoveries of pay shortages not reported within five (5) calendar days of the pay-date for which it was discovered shall be reconciled and paid upon the next regular Payroll period and/or scheduled pay-date.
- B.** ALL net payroll shortages of fifty dollars (\$50) or less shall be reimbursed to the employee upon the next regular Payroll period and/or next scheduled pay-date.
- C.** ALL net payroll shortages of fifty-one dollars (\$51) or greater due to administrative error shall be reimbursed to the employee by way of manual check (upon request only) within seven (7) calendar days from the date of request.

- D. (CUSTOMER SERVICE ONLY) ALL net payroll shortages due to an employee's own timesheet error shall be reimbursed to the employee upon the next regular Payroll period and/or next scheduled pay-date.

Section 11. Special Pay Provisions

The following special pay provisions will be made in the event of a PSTA declared emergency as per Article 2, Section 5.

A. For purposes of Special Pay Provisions, a 'PSTA Declared Emergency Period' will mean the following:

1. Any force majeure which causes a disruption to the normal business operations at PSTA and/or that may separate PSTA employees from the main base of operations or headquarters.
2. Force majeure means an event or effect that cannot be reasonably anticipated or controlled leading to unforeseeable circumstances.

B. Special Pay Provisions will go into effect for a PSTA declared emergency period which is defined as follows:

1. The START of a PSTA declared emergency period shall begin at the date and time it is enacted by the CEO/COO.
2. The END of a PSTA declared emergency period shall terminate at the date and time it is rescinded by the CEO/COO.

3. Section 11 – Special Pay Provisions covers a PSTA declared emergency period of fifteen (15) calendar days or less only.

C. Special Pay provisions BEFORE/AFTER/DURING a PSTA declared emergency period are as follows:

1. Time and half pay for all work assignments performed by Appendix 'A' Classifications performed twenty-four (24) hours BEFORE and twenty-four (24) hours AFTER a PSTA declared emergency period.
2. Double time pay for all work assignments performed by Appendix 'A' Classifications BETWEEN the START and END of a PSTA declared emergency period.

D. Returning to Duty, Pay Provisions, and Lost Pay Time during a PSTA declared emergency:

1. Per Article 2, Section 4 in the event that the Agreement may be suspended during a time of a PSTA declared emergency, wage rates and monetary fringe benefits shall not be suspended.
2. Appendix 'A' Classifications will be expected to work all regularly assigned work shifts prior to and post a PSTA declared emergency period.
3. Appendix 'A' Classifications are expected to report to duty IMMEDIATELY after a PSTA declared emergency period has been rescinded; for extenuating circumstances UP TO and WITHIN forty-eight (48) hours without

an occurrence assessment on a case-by-case basis with prior manager approval.

4. Appendix 'A' Classifications may be released from duty on a case-by-case basis with prior manager approval for purposes of attending to family or personal effects during an impending emergency period.
5. Appendix A Classifications who are told not to report for their scheduled shift during a declared emergency by their Department Manager will be paid their regular hours at a straight-time rate.
6. Appendix 'A' Classifications may be allowed to use vacation days to make up for lost pay time outside of a PSTA declared emergency period.

Section 12. Longevity Pay

The Authority agrees to a one-time, annual lump sum payout at the end of each fiscal year.

Employees will be eligible for lump sum payouts provided they have worked at least two thousand (2000) hours in the qualifying year. The lump sum eligibility requirements are as follows:

Eighteen (18) years through twenty-four (24 years) shall be paid four hundred and twenty-five dollars (\$475) gross.

Twenty-five (25) years through twenty-nine (29) years shall be paid five hundred and fifty dollars (\$600) gross.

Thirty years and over (30+ years) shall be paid six hundred and seventy-five dollars (\$725) gross.

The eligible amount will be paid at the end of the fiscal year in which the employee's anniversary date denotes the updated number of service years.

The longevity program is hereby being offered in lieu of the monetary portion of the Authority's service awards program. All bargaining employees shall no longer be eligible for the Authority's service award program since this labor agreement's Longevity Pay provision will have effectively taken its place.

ARTICLE 19 - SAFETY AND HEALTH

Section 1. The Authority will make every effort to provide and maintain safe and healthy 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 of 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. A driver shall not be permitted or required to be on duty more than 72 hours in any seven consecutive days: however, any 24 consecutive hours of off-duty time shall constitute the end of any such period of seven consecutive days. A driver who has reached the maximum 72 hours of on-duty time during the seven consecutive days shall be required to have a minimum of 24 consecutive hours off duty prior to returning to duty status. 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 have access to 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 their department or leaves the Authority, he shall return all items of issue that were furnished by the Authority.

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 them as well as the corrective action or actions that may 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 their 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.

Infractions and Complaint Event Window

When investigating complaints, only Group I or Group II offenses will be charged when reviewing investigatory video for actions verified outside the complaint description and timestamp. However, for potential Group III infractions witnessed when reviewing investigatory video, a Group III

infraction will be only charged to the employee if it occurs within a “complaint event window” of 15 minutes before or 15 minutes after the identified complaint event or incident. Any Group III events occurring outside of that complaint event window will result in a Letter of Instruction to the employee accompanied by the appropriate coaching or counseling, as mandated by the Authority.

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 them in processing their 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) weekdays 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.

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. 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 attempt 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 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) weekdays 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.

In the case of a general or class action grievance, any employees who are Union representatives shall be subject to these procedures.

- E. Employees will follow all written and verbal directives, even if the employee believes it to be 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 in this Article 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 "weekday" 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) weekdays 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. The department head or their designee will schedule a meeting regarding the grievance to occur within ten (10) weekdays of the submission of the grievance and will issue a decision in writing within ten (10) weekdays 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) weekdays 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 (COO) will schedule a meeting regarding the appeal to occur within ten (10) weekdays of the submission of the appeal and will issue a decision in writing within ten (10) weekdays 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 grievant, within five (5) weekdays after issuance of the Step 2 written answer, submit a notice of intent to Arbitrate to the Chief Operating Officer (COO) or designee. Within thirty (30) calendar days from the filing of a notice of intent, a final request for Arbitration must be filed.

- 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 their decision according to the preponderance of the evidence and not any higher evidentiary standard. The Arbitrator shall issue their decision within thirty (30) calendar days of the close of the Arbitration

hearing or submission of post-hearing briefs, whichever is later.

c. Arbitration Expenses.

PSTA will be responsible for one-half (1/2) 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 agree the issue in dispute requires an Arbitrator with special expertise, it shall be indicated in the request. Within ten (10) weekdays after receipt of the list, the parties shall alternately strike names on the list, and the last 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 subject to applicable law.
5. The Arbitrator shall render their decision no later than thirty (30) calendar days after the hearing or after submission of post-hearing briefs, if any, whichever is later unless the Arbitrator asks for an extension.

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.

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 (2) 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 their own physician, the employee will be reimbursed an amount not to exceed fifty dollars (\$50) only with a receipt(s) from the employee's medical provider indicating both the amount paid, date, and specifying the service was for a physical. Failure to provide receipt shall result in a non-payment for reimbursement. 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 and subject to a Group III.

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 work time not paid 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 their 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 their 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 (30) 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. Training and Tuition Assistance

Employees may receive training and tuition assistance through *PSTA's Driving to Success Degree Achievement Program*, and the *PSTA University* program with prior approval from the Department Director and the Director of Human Resources.

Complete program descriptions and guidelines are available in the Human Resources office.

Section 9. Garnishments

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

Section 10. Required Licensure Disqualifications

Employees in positions requiring them to possess a valid driver's license, Commercial Driver's License (CDL), and/or other license will be disqualified if such license is suspended or revoked. Employees facing disqualification due to suspension of a license may be reassigned to other work at the Authority's discretion. Otherwise, as a general policy, employees will be disqualified while a required license is suspended.

This policy only applies to suspensions of driving licenses that are due to off-duty incidents, such as DUI/DWI related convictions. Suspensions due to incidents that occurred while on-duty or operating a Company vehicle are subject to disciplinary measures per the Group Offenses handbook.

A disqualification due to license suspension when an employee is not reassigned and a disqualification due to license revocation shall be treated as a discharge. An employee discharged due to a license revocation or suspension may apply for other positions within the Authority or may apply for rehire to their former position after the required license has been restored. The disqualified employee will be considered for such a position along with other applicants, and, in all cases, the Authority will select the applicant it considers best qualified.

ARTICLE 24 - DRUG/ALCOHOL TESTING

Section 1. The purpose of this article is to support the goal of a drug-free workplace 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. 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 their medical history and any other relevant biomedical information.

Section 4. Any employee who refuses to take a drug/alcohol test (in accordance with FTA refusal guidelines as stated in PSTA's "Drug Free Workplace Policy") 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. The Authority shall pay a fixed amount each month towards health insurance coverage for each employee. The amount is subject to change as health care costs fluctuate each year. All company-related health care cost information will be made available to all PSTA employees prior to each open enrollment period.
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
4. After FY 2015, the employee and Authority shall equally share the cost of the increase not to exceed fifty percent (50%) of any increases in the premium applicable to the employee's type of coverage.

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 per the agreed upon provisions found in the Memorandum of Understanding (MOU) for Medical Insurance pursuant to the effective date of the FY25 - FY27 labor agreement.

5. 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 their 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.

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 their Sick Time

Fund.

Section 3. Employees on Workers Compensation or long-term Leave of Absence shall be responsible for all insurance premiums while in a non-active-duty status. To include the employee and the employer portions of the premiums. Employees shall be responsible for making premium payments. Any employee on a long-term leave of absence must sign an acknowledgement form which specifies the amount of insurance fees and/or contributions they will be responsible for during their absence.

Section 4. Employees who do not make the necessary premium payments shall be dropped from the plan.

Section 5. 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. Bargaining 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 to the employee by the Authority upon the employee's request.

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 Superintendent 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 Superintendent of Customer Service cannot be reached by phone, the Superintendent of Transportation 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, they will be required to call a minimum of two (2) hours prior to their 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 their shift starting time.

CSRs shall be responsible for notifying the Superintendent of Customer Service or designee no later than 1:00 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 (PLD), only a maximum of two (2) CSR's taking vacation one (1) CSR taking a personal leave day (PLD) may be off on the same day.

If a CSR cancels vacation time later in the year, they can reschedule their vacation on a first come, first serve basis for any time still available by submitting a Time Off Request Form via e-mail, Interdepartmental Delivery (interoffice envelope) or directly to the Superintendent of Customer Service. 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 Time Off Request Form via e-mail, Interdepartmental Delivery (interoffice envelope) or directly to the Superintendent of Customer Service which will be assigned on a first come, first serve basis.

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

The number of combined CSRs allowed off at any given time may be reduced if total staffing drops to 80% or less of total budgeted CSRs (i.e. - 14 CSRs or fewer) for one month or longer. Specifically, combined vacation and personal leave days (PLD) shall decrease to a maximum of one (1) CSR taking a vacation and one (1) CSR taking a personal leave

day (PLD) in the same day, or two (2) CSRs taking vacation and zero (0) CSRs taking a personal leave day (PLD) in the same day. This means new (i.e. two weeks or less) submitted time-off requests may be denied during this time period until staffing levels return to normal.

If a CSR requests vacation leave and is denied the leave but calls off anyway, the CSR will be subject to corrective or disciplinary action in accordance with the Attendance Control Policy of this Agreement.

Section 3. Shift Bidding

All shifts will be bid in seniority by CSR's three (3) times a year, January, May and September. Bidding will be completed at least two (2) weeks prior to the effective date of the bid.

The most updated shift bid, yearly vacation and personal leave day (PLD) calendars will be placed in a shared drive that is accessible to the entire Customer Service department to be viewed at any time.

Shift bidding will be completed in less than twenty-four (24) hours, with every CSR assigned a bid time in thirty (30) minute frequency. Service Employees International Union (SEIU/FPSU) will complete the shift and holiday bids. The Superintendent of Customer Service will notify CSR's by e-mail of the bid dates, times and shifts seven (7) working weekdays prior to the bid date.

Bids will be accepted by e-mail, bid slip or telephone voice communication. Should a CSR fail to leave a bid, the next scheduled CSR may bid ahead of the CSR that was passed. When the CSR that was passed by bids, the bid will be accepted at that time.

Section 4. Overtime

- A. CSRs will have fifteen (15) minutes to take the offered overtime assignment or management will move on and offer to the next CSR.
- B. Overtime assignments to off day CSR's shall not be made until the Floater CSR has 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.
- C. 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.
- D. 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.
- E. 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 fifteen (15) minutes from

the time the message is left to respond. If no response is received within that fifteen (15) minute 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.

- F. (Mandatory Meetings) - The Union and PSTA agree that any mandatory meeting held on a CSR's day off shall pay a minimum of three (3) hours.
- G. (Forced Overtime) - The Union and PSTA agree to "forced work assignments" for CSRs with language that will be similar to Transportation (found in Article 28 of current agreement) to help customer service operations in the event of a personnel shortage.

In the event an employee is off duty after fulfilling all work assignments, 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 their release from duty. Such assignments which are added-on shall pay only the "work" time associated with the work assignment, plus any makeup penalty to bring the assignment within the two (2) hour minimum.

The following shall be applied when forcing work assignments:

1. Employees shall not be forced more than one (1) time every seven (7) calendar days.
2. Employees shall not be forced more than two (2) consecutive weeks.
3. For lunch relief front desk coverage, forced work assignments will be limited to weekday lunch relief and only utilized if there are no volunteers.
4. For full day (8a until 4:30p) front desk coverage, forced work assignments shall not exceed five (5) times per month in the event there are no volunteers.
5. Employees who have a scheduled doctor's appointment on an eligible forced day shall be excused with proof of appointment; not to exceed once per week.
6. Forced CSRs shall be notified by 5:00 PM the day preceding a forced work assignment.
7. 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 their last assignment she/he will be considered to be released.

8. (*FY25 Pilot) – Except for terminal coverage CSR forced overtime and bid holiday work (e.g. – 4th of July, Memorial Day, etc.) may be performed remotely provided the CSR meets the criteria for working from home to include: working power connections and stable internet connection. If power is lost, CSR must come to PSTA to finish assignment within thirty minutes of lost power or internet connection.

*PSTA may option to continue this program provided work standards and requirements are met; should the Company discontinue work from home for forced and bid holidays in FY26, a meeting will be held with SEIU reps beforehand for explanation.

Section 5. Miscellaneous

- A. 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 and fifty cents (\$1.50) per hour training pay shall be paid to all assigned CSRs when training new CSR's.
- B. 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 are worked during that week of the closing.
- C. Telephone headsets (not to be shared) shall be provided to all CSR's when working in the Telephone Information Center.

- D. (CSR Schedule) - The Union and PSTA agree to post and email CSRs the weekly schedule to increase transparency regarding 'who' is working what shift and 'when'. Information may also be posted or added to a shared drive w/ clickable link.
- E. (CSR Front Desk Back-Up Coverage) - The Union and PSTA agree to premium pay of two dollars (\$2.00) additional per hour for instances when CSRs are used to cover the front desk. Front desk coverage will be offered on a rotational basis (not by seniority) to those CSRs who are "front desk" trained and qualified only.
- F. The Union and PSTA agree that PSTA will endeavor to make sure it is inclusive of PSTA terminal employees for training and celebratory instances and/or other offerings. PSTA will also include designated CSR union stewards in training offerings or opportunities.
- G. (CSR Training Opportunities) - The Union and PSTA agree that PSTA will endeavor to increase training offerings and frequency to CSRs on all components of job-related duties and to design a training guidebook to be used as a reference tool for new and veteran CSRs.
- H. Terminal Window Coverage: Customer Service representatives whose duties require the coverage of the window will be provided fifteen (15) minutes of opening time prior to the start of the opening of the window to the public and fifteen (15) minutes of closing time to ensure proper closure of the window.

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. New CSRs will be provided four (4) shirts, including dry-fit shirt options and two (2) pairs of pants or shorts at the time she/he 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 shirt (which may be a dri-fit shirt), one (1) additional pair of pants or shorts or skirt, one (1) jacket or sweater, and one (1) additional shirt at no cost to the employee.

At the beginning of each fiscal year, on October 1st, CSR's shall be entitled to receive a uniform allowance of two hundred ten dollars (\$ 210.00) for the purpose of replacing and maintaining an adequate allotment of uniforms for duty; up to fifty (\$50) dollars may be used toward the purchase of shoes.

- 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 their 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 previously signed 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.

Section 9. Forced Work Assignments

In the event an employee is informed by the Dispatcher that they are 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 their 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.

The following shall be applied when forcing work assignments:

- Employees shall not be forced more than one (1) time every seven (7) calendar days.
- Employees shall not be forced more than two (2) consecutive weeks.
- Employees shall not be forced to work on their remaining off days if they volunteered to work the other off days that week.
- Employees who have a scheduled doctor's appointment on an eligible forced day shall be excused with proof of appointment, not to exceed

once per week.

- Forced operators shall be notified by 5:00 PM the day preceding a forced work assignment.

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 their last assignment they will be considered to be released.

Section 10. 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. You must sign up prior to 1:00 PM the day prior to be considered for off day work. There will be no changes or exceptions after 1:00, the employee owns the work at that point. Once the employee list of those desiring to work has been exhausted, the Authority will begin the forcing of work as outlined in Section 9 above. 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. Volunteers may sign-up for work in either the AM (a shift that ends by 3:00 PM) or the PM (a shift that starts after 12:00 PM in the afternoon or later).

Should the development of BidWeb become available to accommodate the signing for Open Work, Vacation (single day), Vacation Carryover, PLD days, BidWeb will become the sole source for these sign-ups.

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 or viewing on BidWeb to receive their assignment(s) and report time(s) after 5:00 pm.

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 she/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 their 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 11. Call Back Penalty

Transportation employees who are working on a regular scheduled workday 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 their 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.

Section 12. Relief Points

Operators required to use a shuttle to travel to a remote relief location before their work assignment will be paid a fixed amount of time (see chart below) when they are told to report at the PSTA dispatch window, provided they show up and catch the shuttle. [This does not apply to staff car, or personal cars being used for transportation.]

Operators returning on a shuttle to the PSTA dispatch window from a remote relief location will be paid a fixed amount of time (see chart below), provided they come back directly to the window. [This applies to shuttles only, not staff car use. In all cases, pay adjustment slips are to be turned in for proper payment.]

Note: The most senior driver will have the option to take the wheel. If the senior driver refuses it will go down the line to the next in seniority. The shuttle driver will be paid a minimum of 0.75 hours. PSTA shall endeavor to run when 3 or more operators have a report/relief within a 15-minute time period to minimize report and wait times for operators.

Shuttle Pay Times (per each direction)				
Employee	To/From Grand Central	To/From Park Street	To/From Pinellas Park	To/From SunRunner (CAR)
Shuttle Riders/Drivers	00:25:00	00:35:00	00:20:00	00:35:00

Reliefs to St. Pete Beach Access will be paid; albeit a shuttle bus or a vehicle.

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 operators to select 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 after the bidding process is completed.

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) calendar 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 work in conjunction with PSTA administrative personnel to 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. There will be three (3) operators per Bid group processed every thirty (:30) minutes minutes for workbid and four (4) operators for holiday and vacation bids. Operators will be expected to be familiar with the scheduled date and bid group time they are to submit their personal bid via Self-Service.

Operators shall be responsible to submit no less than five (5) preferences listing their choices of runs or Extra Board assignments in their Self-Service portal at any time 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 submit choices in their Self-Service will result in an operator being passed and moved to the next group bid round so the operator in that group scheduled to bid may be processed when it becomes their time to bid. Operators who are passed will continue to be bumped into the next bid group until they place a bid in self service.

Nothing in this Section shall preclude an operator from changing their choice of selections at any time prior to the cut off time of their bid group.

6. Run Selection by Absentees

Any absent operators will be expected to log into Self-Service and place bids according to their assigned bid time.

Failure to submit choices in their Self-Service will result in an operator being passed and moved to the next group bid round so the operator in that group scheduled to bid may be processed when it becomes their time to bid. Operators who are passed will continue to be bumped into the next bid group until they place a bid in self-service

In the event that all of the operator's bid choices are taken when their 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 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.

- c. 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.
- d. 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.
- e. 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.

- f. 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. Vacation bids will be conducted on weekdays between 6:00 AM and 4:00 PM.

Employees will be assigned four (4) per group to be processed every :30 minutes. Operators shall be responsible to submit their preferences via Self-Service to bid when it is their time to bid.

Failure to submit their preferences in Self-Service for the purpose of bidding will result in an employee being passed so the next employee scheduled group to bid may be processed when it becomes their time to bid. Employees who are passed shall have until the

next employee bid group scheduled time to bid before being passed. Operators who are passed will continue to be bumped into the next bid group until they place a bid in self-service

- 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, 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 via Self-Service web portal.
- e. Every reasonable effort will be made to comply with the employee's choices in order of priority when the employee submits such preference in Self-Service.
- f. The Union shall be permitted to monitor all bids.
- g. Once an employee submits their bid and have been processed after their cut off time passed, their bid cannot be changed or withdrawn . 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 bid group with a cut off date and time by which to have all preferences submitted for bid.
- 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 submit preferences via Self-Service 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, a time change greater than thirty minutes (:30) impacting any one employee's run's start or end time, 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 bid 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) hours 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 workday, 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) hours 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 workday 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 workday. 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 their position on the Extra Board and/or what their seniority calls for (off day operators), and they do not receive what they would have received had they been correctly assigned, the operator will be paid the difference between what they were actually paid, and what their 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 they complete all assignments given to them in accordance with their 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) workdays 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 workday. 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 or vacation results in absence from training, provisions shall be made for scheduling training “make-ups” for those not in attendance.

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 five (5) shirts, five (5) pairs of pants, one (1) jacket or sweater or sweater vest, one (1) cap and one (1) watchman’s hat at the time the employee is hired. Female employees shall

have the option of selecting skirts in lieu of pants.

- C. At the beginning of each fiscal year, on October 1st, bus operators shall be entitled to receive a uniform allowance of two hundred eighty-five dollars (\$285) for the purposes of replacing and maintaining an adequate allotment of uniforms for duty. Allowance may be used toward the purchase of preapproved shoes, reimbursable out of the employee's uniform allotment by the Authority with verified receipt(s). Up to a maximum of fifty (\$50) unused dollars of uniform allowance may be rolled over to the next fiscal year.

- 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
 - Technician IV
 - Technician III
 - Technician II
 - Technician I

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 them by their supervisor or Section Lead, and 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 their 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 the Authority. Section Leads may be appointed in any division of the Maintenance Department.

Each Section Lead in the Maintenance Department shall receive two dollars (\$2.00) more per hour for all hours worked as Section Lead during their 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 work week 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 work week 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 shift end 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 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 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 their 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 their 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 employees based upon department division seniority.

Should no Fleet Maintenance employee(s) accept the overtime assignment the overtime will be assigned by inverse seniority.

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 to 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 employees based upon Classification seniority.

Should no Facilities Maintenance employee(s) accept the overtime assignment the overtime will be assigned by inverse Classification seniority.

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 employees based upon department division seniority.

Should no Inventory Control employee(s) accept the overtime assignment, the overtime will be assigned by inverse seniority.

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 employees based upon department division seniority.

Should no Service Lane employee(s) accept the overtime assignment the overtime will be assigned by inverse seniority.

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 their work for personal business, they shall notify the Supervisor on their 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.

When Fleet Maintenance is required to respond to a road call for a disabled vehicle after sunset two (2) Technicians will be assigned.

Section 3. Shop General Bid

The Authority reserves the right to set the work schedules for each division in the Maintenance Department.

The Maintenance Department shall hold two (2) general shift bids per year which includes Fleet Maintenance, Facilities Maintenance, and Inventory Control. 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. All changes in shift bids shall become effective at the beginning of the first pay period in January and June following the bid in which said changes occurred.

For the Service Lane please refer to side MOU regarding frequency of shift bidding.

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.

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 thirty (30) 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 their 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 their time to bid. Maintenance employees who are passed up shall have until the next Maintenance employees posted time to bid before being passed. 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

Vacancies in the Maintenance Department shall be posted and then filled in accordance with the following:

1. Vacancies shall be posted for a period of seven (7) calendar days.
2. The posted notice shall indicate the job title and pay range, with a copy of the job description attached.
3. Any internal employee interested in a vacant position in the Maintenance Department must apply through PSTA's Human Resources Department.

4. Candidates who meet the qualifications for the posted vacancy will be called back for an interview.
5. Successful applicant(s) will be selected based upon meeting the required qualifications of the vacant job position.
6. 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 they can perform their duties and responsibilities in a satisfactory manner, which may 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 their former Job Classification prior to the completion of the one hundred eighty (180) calendar day probation period and the process for filling the vacant position shall be applied.

7. The Authority shall have the right to fill the vacant position from outside the Authority.

If internal and external applicants of equal qualifications apply, the internal applicant will be given preference in the process of filling the vacancy.

8. Rate of pay and/or Classification of successful applicants shall be determined based upon the applicants' certifications, training, and relevant experience for the job being filled.

D. Probationary Employees

1. All new Maintenance employees shall serve a one hundred eighty (180) day probationary period commencing on the date of hire.
2. Maintenance employees in a training status shall not participate in any general shift bidding, holiday bidding, or vacation bidding processes.
3. All shift assignments, including days and hours of a week, will be assigned to Maintenance employees on probationary status.
4. Upon completion of the one hundred eighty (180) day probationary period; Maintenance employees shall remain working in their assigned shift until the next scheduled general bid.

E. Promotions

1. Maintenance employees who are promoted may receive a wage increase contingent upon the Maintenance employee's qualifications, solid work history, and overall good standing with the Authority.
2. 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.
3. 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.
4. The employee's start date in the new classification shall be used as the anniversary for pay step increases.

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, must be in their

work clothes, and must be ready for work at their designated time.

Section 5. Vacation Leave

Maintenance employees shall reference the Vacation Leave section of this contract. 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 thirty (30) calendar days from the day the new vacation period begins.
2. Maintenance employees shall be notified by the posted bulletin of the date and time they 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. Each Maintenance employee will have no more than thirty (30) minutes to make their 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 their 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 their time to bid.
5. All eligible Maintenance employees will have the option to use all 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 their bid, their 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 day.
 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 deny requests for vacation days and/or personal days in order to keep the workforce intact.

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

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 use all 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 ten (10) 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 twenty-four (24) 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 day.
 - c. Inventory Control—No more than one (1) per day.
 - d. Service Lane—No more than one (1) 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 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.

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

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. If applicable, the Maintenance employee shall state if the requested leave is pursuant to the FMLA and the expected period of absence.

Maintenance employees shall personally notify their Supervisor each day they are reporting off due to sickness or injury. This requirement does not apply for instances where the Maintenance employee is out on approved extended leave of absence, workers compensation, or FMLA.

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.

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 their regularly scheduled shift.

3. For a pregnant Maintenance employee, who upon advice of a 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.

In all instances of sick time above, Maintenance employees may be required to provide a doctor's certification to return to work.

4. Employees who call out of work as "sick" from their regularly scheduled work assignments and never return to duty because of:
 - Resignation.
 - Retirement.
 - Disqualification.
 - Dismissal.

Will be paid from their available vacation bank of hours and not their available sick time bank of hours. Purposely drawing down on available sick time with the intent of not returning to employment with PSTA is strictly forbidden.

Paid sick time can be made available with:

1. Prior notification and approval with their manager.
2. Doctor or Physician's note detailing extended absence leading up to final company departure.
3. FMLA approved covered absences.

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 their normal scheduled hours on the Maintenance employee's workdays 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) hours 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 Lane)

- A. All holiday work assignments shall be posted as holiday assignments with no regard taken as to whether a holiday is a Maintenance employee's

normal day off or regular workday. 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 be posted in each Division in which Maintenance employees of the Bargaining Unit are assigned. Holiday Bids will be completed no later than thirty (30) calendar days prior to the day in which the holiday is posted. Upon completion of the Holiday Bid the list of those Maintenance employees scheduled to work shall be posted.
- 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 inverse order in each division by the Authority.

Maintenance employees designated as trainees by the Authority shall not bid to work holiday work assignments.

- I. 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.
- J. Part-time Maintenance employees shall not be eligible for paid holidays.

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 employees 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 their birthday. If the Maintenance employee works their birthday, the Maintenance employee will receive eight (8) hours of pay at their 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 their birthday falls on their day off. If their birthday falls on their normal day to work but the Maintenance employee takes the day off, the Maintenance employee will be paid ten (10) hours of pay for their birthday.

If the Maintenance employee works their birthday, the Maintenance employee will receive eight (8) hours of pay at their 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 ten (10) hours.

- D. If a Maintenance employee fails to notify the Authority as required, he will automatically be off on their birthday if it is their 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 their birthday falls on their regular day off.
- F. If a Maintenance employee chooses to take their 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 their birthday day off.
- G. Maintenance employees will also have the option of not observing their birthday as a holiday with time off. In this case, the Maintenance employee will receive an additional eight (8) hours of pay at their straight rate of pay in lieu of the time off, upon approval of Management.
- H. 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 them 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 their personal convenience or business.

It shall remain the sole responsibility of the Maintenance employee to ensure that personal toolboxes/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 toolbox, locker, and other inspections on Authority property with a Union Representative present in order to ensure the security and safety of tools and equipment belonging to both the Maintenance employees and the Authority.

Maintenance employees who resign, are terminated, or otherwise no longer employed by the Authority shall have thirty (30) calendar days to remove personal tools and equipment from the premises. If after thirty (30) days, the Authority shall reserve the right to dispose of the personal tools and equipment in a manner deemed appropriate by the Authority.

B. Issuance and Return of Tools

It shall be the duty of the Maintenance employee to check out tools from storage lockers, holding areas, or the automated electronic tool lockers. All tools shall be checked in upon completion of the Maintenance employees shift returned in a clean usable 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 their 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 their supervisor.

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

Section 11. Maintenance Employee General Fund

- A. All Maintenance employees shall receive an annual allotment for the purpose of purchasing tools, equipment, clothing, apparel, shoes/boots, or any other such item which the employee may use while performing their assigned duties in the Maintenance Department.
- B. Annual allowances shall be for Maintenance employees in the Divisions and Classifications listed below in the following amounts:

- a. Fleet Maintenance
 - Technician IV—Eight hundred fifty dollars (\$850)
 - Technician III—Eight hundred fifty dollars (\$850)
 - Technician II-- Eight hundred fifty dollars (\$850)
 - Technician I-- Eight hundred fifty dollars (\$850)

- b. Facilities Maintenance
 - Facility Technician-- Eight hundred fifty dollars (\$850)
 - Facility Maintainer-- Eight hundred fifty dollars (\$850)
 - Facility Cleaner—Four hundred fifty dollars (\$450)

- c. Inventory Control
 - Inventory Control Clerk-- Four hundred fifty dollars (\$450)

- d. Service Lane
 - Service Attendant-- Four hundred fifty dollars (\$450)

- C. Maintenance employees must submit original receipts for all purchases up to the employees specific Classification allotment amount to receive their annual allotment no later than November 30th of each calendar year of this contract. If the Maintenance employee fails to submit receipts for purchases by November 30th, the Maintenance employee will be paid out the annual allowance or remaining allowance in the first (1st) pay period in December.

- D. Maintenance Employees may request at any time prior to November 30th to be paid out their annual allowance or remaining allowance in their General Fund. Such requests should be submitted in writing on the applicable form. Payouts will be made minus taxes and the Maintenance employee's General Fund will be "zeroed out" until the new contract year
- E. All Maintenance employees in the divisions and classifications listed below shall be required to maintain an inventory of required tools per the tool inventory list provided to the Maintenance employee by the Authority.

Fleet Maintenance

- Technician IV
- Technician III
- Technician II
- Technician I

Facilities Maintenance

- Facility Technician
- Facility Maintainer

Each Maintenance employee shall return their 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.

- F. 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.

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 uniforms provided by the by Authority. The Authority shall provide uniforms for Maintenance employees as described below.

Fleet Maintenance, Facilities Maintenance, Inventory Control, and Service Lane Division employees shall have the choice of selecting from the following options each calendar year of the Contract:

Option 1: Be furnished eleven (11) laundered uniform changes each week consisting of shirts and pants at no cost to the employee.

Option 2: Be furnished eleven (11) "t-shirts" each quarter of the contract year, and eleven (11) laundered pants at no cost to the employee. "T-shirts" will be in a color and style determined by the Authority. Maintenance employees will be responsible for the washing and laundering of their "t-shirts".

Upon selection of an option that Maintenance employee cannot change to a different option for the remainder of the Contract calendar year. Exceptions will only be made at the discretion of the Authority.

- Maintenance employees shall be able to switch options by giving notice thirty (days) notice prior to the start of the next calendar of the Contract. If switching from uniform shirts to "t-shirts" the Maintenance employee shall turn in their uniform shirts once their "t-shirts" are received. If switching from "t-shirts" to uniform shirts Maintenance employees shall continue to wear their "t-shirts" until they receive their uniform shirts. Dri-fit tee shirts will be an option to order if choosing to wear t-shirts, instead of uniform shirts, provided they do not pose a safety hazard for the type of work the employee performs.

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 their 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 have access to 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. Maintenance employees shall receive an annual allotment for the purchase of safety shoes/boots which is included in the Maintenance Employee General Fund. *See Section 11 Maintenance Employee General Fund.*

All Maintenance employees must wear approved reflective safety apparel when working in the bus yard, on public roadways, and/or lanes of vehicle traffic.

Section 14. Maintenance Required Training

- 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-up days” for those not in attendance.

When mandatory attendance is required of a Maintenance employee such Maintenance employee will be compensated at their applicable rate of pay.

A Maintenance employee will receive their 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 their days off to attend training.

If a Maintenance employee changes their 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 their 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.

“Letters of Instruction” may be used to notate, document, and correct any performance areas which are recommended for improvement or correction.

- B. Maintenance employees serving as “Training Assistants” will receive a one dollar and seven-five cents (\$1.75) premium per hour, worked, above and beyond their regular rate of pay.

Training assistants provide specific and technical instructions on the different aspects of work-related tasks.

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.

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 by 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, or which might have been referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated this Agreement, unless otherwise provided for herein.

ARTICLE 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, 2027, 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.

[See “Exhibit #1” containing Labor Agreement Signatures on next page.]

Exhibit #1 – 2024 PSTA Frontline Employees Labor Agreement Signature Page

IN WITNESS WHEREOF, the parties hereto have undersigned their hands and seats this day of the 4th in this month of DECEMBER in the year of 2024.

PINELLAS SUNCOAST
AUTHORITY NEGOTIATING
TEAM

SERVICE EMPLOYEES
INTERNATIONAL
UNION NEGOTIATING
TEAM

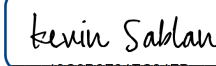
Signed by:



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Brad Miller
PSTA Chief Executive Officer

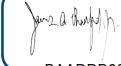
Signed by:



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Kevin Sablan
SEIU Chapter Chair

Signed by:



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James Bradford
PSTA Chief Operating Officer

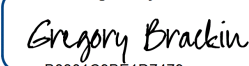
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Jose Santiago
SEIU Chief Steward

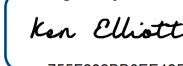
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Greg Brackin
PSTA Director of Transportation

Signed by:



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Ken Elliott
SEIU Rep

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Henry Lukasik
PSTA Director of Maintenance

Signed by:



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Patricia Collins
PSTA Director of Human Resources

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. Technician I

ii. Technician II

iii. Technician III

iv. Technician IV

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

PSTA endeavors to pay competitive wages for all positions, based on comparison with similar peer organizations, and budget availability. PSTA will include bargaining unit positions in future compensation studies, using the same methodology and peer organizations for comparison as administrative positions.

APPENDIX “B” (PAY RATES)

- New Bus Operator Trainees will be paid a \$18.00/hour training rate effective in FY27.
- Annual wage increases are effective October 1st of each new fiscal year for “top” steps only in FY25 and FY26. (i.e. - Step 5 for bus ops and CSRs; Step 3 for Maintenance)
- All classifications shall receive pay adjustments in accordance with the chart below in FY27.
- For Service Lane - \$1.00/hr. on top of base for those hired with, or those currently employed who may obtain, a (CDL) commercial driver’s license in FY25 and FY26 only. The \$1 premium will be discontinued in FY27 in lieu of wage adjustments.
- **(BUS OPS & CSRs)** All other wage increases shall occur on the employee’s anniversary date with the exception of the movement from Step 5 to Step 6.
- **(MAINTENANCE)** Annual wage increases are effective October 1st of each new fiscal year for Step 3 employees. All other wage increases shall occur on the employee’s anniversary date.

ASE Program

- ASE Certifications: Employee will receive +30¢ on top of hourly base pay rate for each approved ASE certification obtained.
- Technician I, II, III & IV eligible for Transit Bus Certifications (i.e. – H2, H3, H4, H5, H6, H7, H8 and L2).

- Body Shop Technicians – eligible for Collision Repair & Refinish Certifications (i.e. – B2, B3, B4, and B5).
- Inventory Control Clerks – Parts Specialist Certification (P1 and P2)

Path to Progression (Tech I's and II's)

- Tech I → Tech II: become an ASE Master Transit Bus Technician (H2-H8)

Previous Public Transit Experience

- Employees hired or promoted into the Bus Operator position, possessing at least *five (5) years (but less than 10 years) of documented previous work experience as a Bus Operator for a public transit agency, shall progress to Step 4 pay upon graduation from training.
 - Progression to Step 5 will occur on their 1-year anniversary of hire or promotion to Bus Operator.
- Employees hired or promoted into the Bus Operator position, possessing at least *ten (10) years of documented previous work experience as a Bus Operator for a public transit agency shall progress to Step 5 pay upon graduation from training.

(*This shall also be applied retroactively to current and eligible PSTA bus operators who may qualify granted they meet criteria).

APPENDIX “B” (BUS OPERATOR AND CSR PAY RATES)

	Transportation	Step 1	Step 2	Step 3	Step 4	Step 5
	Months	0-12	13-24	25-36	37-48	49+
FY25	Bus Operator	\$ 18.00	\$ 19.50	\$ 21.00	\$ 22.50	\$ 30.46
FY26	Bus Operator	\$ 18.00	\$ 19.50	\$ 21.00	\$ 22.50	\$ 31.60
FY27	Bus Operator	\$ 20.00	\$ 22.00	\$ 24.00	\$ 26.00	\$ 32.79
FY25	Customer Service Representative	\$ 16.00	\$ 16.50	\$ 18.00	\$ 19.50	\$ 24.83
FY26	Customer Service Representative	\$ 16.00	\$ 16.50	\$ 18.00	\$ 19.50	\$ 25.76
FY27	Customer Service Representative	\$ 18.00	\$ 19.00	\$ 21.00	\$ 23.00	\$ 26.73

APPENDIX “B” MAINTENANCE PAY RATES (TECHNICIANS)

	Maintenance	Step 1	Step 2	Step 3
	Months	0-12	13-24	25+
FY25	Technician I	\$ 20.50	\$ 21.50	\$ 25.29
FY26	Technician I	\$ 20.50	\$ 21.50	\$ 26.23
FY27	Technician I	\$ 23.50	\$ 25.00	\$ 27.22
FY25	Technician II			\$ 29.80
FY26	Technician II			\$ 30.92
FY27	Technician II			\$ 32.07
FY25	Technician III			\$ 32.76
FY26	Technician III			\$ 33.99
FY27	Technician III			\$ 35.26
FY25	Technician IV			\$ 35.60
FY26	Technician IV			\$ 36.94
FY27	Technician IV			\$ 38.32

**APPENDIX “B” – MAINTENANCE PAY RATES CONT’D
(INVENTORY CONTROL, FACILITIES, AND SERVICE)**

	Maintenance	Step 1	Step 2	Step 3
	Months	0-12	13-24	25+
FY25	Inventory Control Clerks	\$ 18.25	\$ 19.75	\$ 24.53
FY26	Inventory Control Clerks	\$ 18.25	\$ 19.75	\$ 25.45
FY27	Inventory Control Clerks	\$ 22.25	\$ 24.00	\$ 26.40
FY25	Facility Technician			\$ 32.76
FY26	Facility Technician			\$ 33.99
FY27	Facility Technician			\$ 35.26
FY25	Facility Maintainer	\$ 23.50	\$ 25.50	\$ 30.02
FY26	Facility Maintainer	\$ 23.50	\$ 25.50	\$ 31.14
FY27	Facility Maintainer	\$ 25.50	\$ 28.00	\$ 32.31
FY25	Facility Cleaner	\$ 16.00	\$ 17.50	\$ 20.96
FY26	Facility Cleaner	\$ 16.00	\$ 17.50	\$ 21.74
FY27	Facility Cleaner	\$ 19.00	\$ 21.00	\$ 22.56
FY25	Service Attendant	\$ 17.00	\$ 18.00	\$ 21.48
FY26	Service Attendant	\$ 17.00	\$ 18.00	\$ 22.28
FY27	Service Attendant	\$ 20.00	\$ 22.00	\$ 23.12

APPENDIX “C” (SIDE LETTER)

Section 1. Non-contractual Good Faith Agreements

The PSTA/SEIU 2018 negotiations encompassed three (3) Union proposals which were discussed in much detail in efforts to reach agreement on the matters at hand. The proposals were as follows:

- A. Medical Insurance Premiums – MOU #1
- B. Scheduling and Routing – MOU #2
- C. Restrooms by Route – MOU #3
- D. Pay Claim Cap Limits – MOU #4
- E. Service Lane Bidding – MOU #5

The 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.

Section 1 – Group Offenses

GENERAL RULES

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

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

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

The following rules are provided for employees to abide by:

ADHERENCE OF RULES

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

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

GROUPS OF OFFENSES 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

Violations of the following rules are just cause for IMMEDIATE DISCHARGE:

1. Violating the company drug and alcohol policy.
2. 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.
3. Falsifying a report, timesheet/timecard (including punching another employee's timecard or allowing your timecard to be punched by another employee), or a certificate or declaration of injury or sickness.
4. 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.
5. Theft, including failure to turn in lost and found articles.
6. Conviction of a felony.
7. 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.

8. Hit and run.
9. 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.
10. Violation of PSTA's Anti-Harassment Policy to also include any derogatory, abusive, disparaging, or disrespectful remarks, actions, or behavior which relates to an individual's race, color, sex, gender identification, national origin, religion, age, disability, or other protected category.
11. 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.
12. 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 two (2) AWOL instances of failing to report, call, or check-in before the end of a scheduled workday in a rolling 365-day period.

13. 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.
14. Driving a PSTA vehicle without a valid, proper Florida license or with a suspended or expired license. An employee may present documentation to show that they did not know their license was suspended or expired.
15. Vandalism or willful damage to PSTA property or equipment, or to another employee's property or equipment while on PSTA premises.
16. 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.
17. Involved in any one accident or collision that results in death, serious bodily injury, or catastrophic asset damage or total loss that is caused by the employee's negligence. ("Serious bodily injury" means an injury which consists of a physical condition that creates a substantial risk of death, severe injury or loss of any bodily member or organ requiring extended recovery, or even paralysis. "Catastrophic Asset Damage" means property loss for PSTA vehicles, buildings, or supporting infrastructure exceeding \$175K in damage, repair, or total loss.) The employee will be considered to have been negligent if as a result of

such an accident or collision it is determined that the accident or collision could have been prevented and was caused by the employee's own recklessness or negligence; or if they are determined to have violated any local, state, or federal law in connection with the accident or collision.

18. Using a cellular, Wi-Fi, or blue tooth enabled electronic device while **OPERATING** a PSTA vehicle including but not limited to texting, emailing, and reading while operating a PSTA vehicle.
19. 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.
20. Failure to secure bus resulting in a roll-away causing bodily injury or fatality.
21. Any six (6) charged MISSOUTs or TARDIES in a rolling 365-day period.
22. Any ten (10) charged OCCURRENCES in a rolling 365-day period.
23. Any four (4) charged PREVENTABLE collisions in a rolling 365-day period will be considered just cause for termination.
24. Loss of CDL or other work required license per the licensure disqualification policy found in Article 23 of the labor agreement.

25. Distracted driving (not involving company business) leading to a preventable accident as verified with onboard bus surveillance.

GROUP II OFFENSES

Violations of the following rules shall count toward progression for a rolling twenty-four (24) month period.

Violation of the following rules shall result in the following corrective action:

- **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 their 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. **MAINTENANCE ONLY:** 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 earpiece]. 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

Violations of the following rules shall count toward progression for a rolling twelve (12) month period.

Violation of the following rules shall result in the following corrective action:

- **First Violation: Written Warning**
 - **Second Violation: Second (2nd) 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.
 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.

7. 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.)
8. 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.
9. Using a cellular, Wi-Fi, or blue tooth enabled electronic device while in the driver's seat.
10. Failure to follow the public schedule or leaving a time point on a route more than two minutes early.
11. Failure to carry out instructions on the Operators' paddle being off route (including deadhead instructions).
12. Failure of a maintenance employee to properly fuel a PSTA vehicle.
13. Intentionally stranding passengers at a bus stop.
14. Smoking in PSTA vehicles, in PSTA buildings, or on PSTA property that prohibits smoking.
15. Failure to accommodate disabled riders by denying the use of the lift, kneeling device, and proper securement devices when the vehicle is so equipped.

16. Failure to yield for red lights, railroad crossings and stop signs.
17. Use of MP3 or other portable music or video payers, cassette players, CD players of any kind while operating revenue service vehicles.
18. Failure to make necessary reports related to employee's job duties.
19. Intentionally detouring or cutting a route short without permission.
20. 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.
21. Failure to observe Maintenance safety rules.
22. Improper use and/or care of PSTA shop equipment, tools, materials, etc.
23. Operating a PSTA forklift without first being trained and instructed in its use.
24. Failure to follow instructions issued by a Supervisor .
25. Unauthorized use of PSTA non-revenue vehicles.
26. Failure to provide proper documentation or physician's note upon return to work for the following:
 - a. Occurrences lasting five (5) consecutive days or longer for an employee illness.

- b. Physician's note covering all the days of absence due to illness.
 - c. As outlined in the Attendance Control Policy.
- 27. Failure to secure bus but results in no damage or injury.
- 28. Intentional pass-by of a customer as supported by onboard camera surveillance.
- 29. (CSRs only) Failure to wear headset in phone room.
- 30. (CSRs only) Failure to notify manager by calling out of work a minimum of two (2) hours prior to shift starting time (exceptions 6AM start time); failure to book back on per procedure.
- 31. Failure to call in an accident or injury on the bus within fifteen (15) minutes of when it occurs.
- 32. Employees who fail to take their DOT medical certificate recertification exam prior to their expiration date, resulting in an employee's removal from duty.

GROUP IV OFFENSES

Violations of the following rules shall count toward progression for a rolling twelve (12) month period.

Violation of the following rules shall result in the following corrective action:

- **First Violation: Written Warning**
 - **Second Violation: Second (2nd) 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. Improper use or personal use of the PSTA radio system
 3. Knowingly removing a PSTA vehicle from PSTA property that is "on-hold".
 4. Parking on PSTA property in areas where employee parking is prohibited and failure to take safety measures when driving or parking a PSTA vehicle.
 5. Loitering in or around the Maintenance garage; or engaging in unnecessary conversation with other personnel or interfering with their work.
 6. Employees shall not permit unauthorized persons into work areas (i.e., garage, fuel lane, at any time. Employees or unauthorized persons shall not be allowed in the Administrative Building after the close

of business hours.)

7. Working on personal or private vehicles on PSTA property is prohibited, except in the following cases:
 - a) Vehicle is broken down and cannot be removed from the property without a tow truck and repairs can be made in one (1) hour or less.
 - b) Changing of a tire.
 - c) The use of a booster cable or booster battery.
8. Gambling while on duty or on PSTA property.
9. Failure to complete a pre-trip inspection.
10. Reporting for work in an unauthorized uniform or not following the personal appearance hygiene requirements listed in the Bus Operators' Procedure Manual.
11. Failure to follow the public schedule or leaving a time point on a route less than two minutes early.
13. Failure to continue driving route if needed due to replacement driver failing to show.
14. Failure to wear prescribed personal protective equipment (PPE) to stay in compliance with PSTA, state, or federal requirements for cause.
15. Failure to follow the Bus Operators' Procedure Manual.

Section 2 – Accidents and Collisions

Accidents and Collisions

Preventable Accidents

PSTA shall determine the preventability of accidents involving PSTA employees in accordance with the most updated National Safety Council (NSC) definition: collisions in which the driver failed to do everything reasonable to avoid it.

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 employees' 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 12-month period will be just cause for termination.

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

The only accidents to be considered as 'minor preventable' are collisions involving mirrors, tires and bike racks or a combination thereof.

Additionally, minor preventable consideration is contingent on the monetary amount of damage.

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 mirror, tires, or bike rack, in addition to repairs PSTA owes to the other party combined to total \$850 in repairs or less as determined by Maintenance and Risk department.
- c. Minor accidents may be charged to employees driving in any PSTA vehicle.

Section 3 – Attendance Control

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.

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.

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 (3) verifiable emergency days in any given twelve (12) 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 their 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 (3) 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.

CORRECTIVE 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. Corrective action for absences shall be administered in a progressive manner (as outlined above) based on the number of occurrences in a rolling three hundred sixty-five (365) day period ending with the latest occurrence.

Employees shall be notified of an infraction within fifteen (15) calendar days of the occurrence. Starting with the fifth (5) 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 three hundred sixty-five (365) day period.

Suspensions as a result of progressive attendance violations shall not be eligible for paid leave.

Absent Without

Leave Policy

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

Absent Without Leave (AWOL)

Any employee who fails to notify the Authority of an absence within four (4) hours of their 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. TRANSPORTATION ONLY: A

wellness call will be made to the absent employee by a supervisor within the AWOL window.

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

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 Transportation Management or the Safety and Security Director prior to the training.

- b) **EXCEPTIONS:** If an operator reports for work at the dispatch window, boards their 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 (1st) such offense. The employee shall receive an oral reminder to comply with the sign-in procedure the first time this occurs.
 - c) 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.
2. **MISS-OUT ENFORCEMENT:** Regular and Extra Board operators who MISSOUT may receive work assignments after all other extra board and off-day operators have been rolled into open work.
- a) **MISS-OUT OPERATORS Must Stay "READY" to Report:** If open work is assigned to Miss-Out operators after the board has been rolled, the Miss-Out operator must be prepared to report for duty later that same day (within their regular scheduled hours). It is imperative that Miss-Out operators remain rested and alcohol-free for the remainder of the day, as they *may* still be called into work.

- b) “STAYING” OR “GOING” HOME AFTER A MISS-OUT REPORT: Miss-Out operators do not need to physically report to work if they’re in danger of being charged with a Miss-Out unless, of course, the Miss-Out occurs when the Operator is already on campus or about to report for duty. Operators may remain home or go back home after they’re charged with a Miss-Out. However, the Miss-Out operator must remain *ready* to report for duty if reassigned another piece of work later that same day.
- c) ADDITIONAL PENALTIES: Failure to report to work if reassigned a piece of open work later that same day may result in an additionally charged Miss-Out, Occurrence or AWOL, depending on the applicability of the situation.
- d) EARLY MORNING CALLOUT – *MISSOUT VS OCCURRENCE*: Operators who callout before a shift start time of 5:15 am or earlier for whatever reasons (e.g. – overslept, illness, vehicle troubles, etc.) will be issued an Occurrence. For all others, callouts must occur at least one (1) hour before the Operator’s shift start time or it will be recorded as a Miss-Out. If it is recorded as a Miss-Out, then all Miss-Out rules apply, including possibly being reassigned. (p. 180 of the labor agreement)
- e) Must Contact the Dispatcher: Miss-Out Operators **MUST** contact the Dispatcher, whether by phone or in-person if late for work. Failure to contact the dispatcher within four (4) hours of a scheduled shift start time will result in the Operator being charged with an Absent Without Leave (AWOL) violation. A first (1st) charged AWOL will result in

a final warning and three (3) day suspension. A second (2nd) charged AWOL will serve as just-cause for termination of employment.

- f) OFF-DAY MISSOUTS: Off-day operators who are scheduled to work but are charged with a 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 received their assignments.
- g) MISS-OUT SUSPENSIONS: Operators who receive their 4th Miss-Out charge in a rolling 12 months shall be suspended for one day without pay immediately upon earning their fourth (4th) miss-out. A fifth (5th) miss-out charged Operator shall be suspended for three days without pay, and a sixth (6th) miss-out charged Operator shall serve as just-cause for termination.
- h) MISS-OUT operators will receive NO minimum pay guarantee.

3. Operators who are assessed a "MISS-OUT" in a rolling three hundred sixty-five (365) day period shall be subject to the following disciplinary procedures in accordance with the following procedures:

MISS-OUT Number	CORRECTIVE 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

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 their 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 are 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 three hundred sixty-five (365) day rolling period will be subject to the following corrective action in accordance with the following procedures:

C.S. Tardy Number		Corrective 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

MAINTENANCE TARDIES

(Applies to Maintenance Personnel)

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 thirty (30) minutes after their scheduled start time will be accessed a tardy. A tardy employee will be required to complete the remainder of their scheduled shift.
- b. Maintenance Employees who are tardy in a rolling three hundred sixty-five (365) day period will be subject to the following corrective action procedures:

Maintenance Tardy Number	Corrective 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

Maintenance Occurrences

Maintenance Employees who report after thirty (30) minutes of their scheduled start time will be charged with an occurrence. The employee will be required to work.

Maintenance employees who are accessed with an occurrence in a rolling three hundred sixty-five (365) day period will be subject to corrective action 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.

MEMORANDUM OF UNDERSTANDING #1 FOR MEDICAL INSURANCE PREMIUMS

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; and

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

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

WHEREAS, in addition to the CBA, the Parties wish to establish terms for working in collaboration to keep medical insurance affordable for all PSTA bargaining employees 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. **Annual Union Collaboration with PSTA.** PSTA and the Union shall engage collaborative meetings throughout the year with PSTA's insurance broker, in efforts to obtain information and accept input from the Union when making decisions regarding affordable changes to annual premium costs. PSTA will offer SEIU a seat on the RFP evaluation committee for health insurance procurements.
3. **Premium Increase Cost Sharing Limits.** PSTA and the Union will continue to share the costs of health insurance increases with a maximum cap to bargaining employees not to exceed 50% of current premium costs.
4. **Lowest Base Salary Caps.** PSTA and the Union agree that for the lowest base salaried bargaining employees only (\$16.50 or less), their portion of the premium will not exceed 25% of their total annual base salary for options in the BASE and HDHP plans for employee only coverage
5. **Variances in Plans Offered.** PSTA agrees to offer multiple plan variations in order to give bargaining employees affordable options which best fits their needs. PSTA currently offers three plans (Buy-Up, BASE, and High Deductible) with options for choosing single, spouse, children, and family coverage choices.
6. **Flexible Spending and Health Savings.** PSTA agrees to continue offering pretax accounts for flexible spending options for the Buy-Up and BASE plans, as well as Health Savings options for the High Deductible plan. Additionally, the company will continue to

contribute fixed amounts of at least \$375 and \$750 to employees enrolled in the High Deductible Health Plan (HHPH).

7. **Affordable HDHP Coverage Options and Low/No Cost Single Coverage.** PSTA agrees to keep the HDHP plan the most affordable plan of the three options moving forward and will keep single coverage in the HDHP free for employees for fiscal years 2025, 2026 and 2027.
8. **Good-Faith Rate Negotiations.** PSTA and the Union agree to collaborate in keeping medical insurance affordable for all bargaining employees by working to keep annual premium increases as-low-as possible by exploring new wellness programs, new plan designs, continued HSA incentives, and using PSTA's broker firm, to negotiate low-as-possible plan renewals with insurers as well as offer other cost-saving alternatives as applicable.
9. **BASE Cap Limits.** PSTA and the Union will endeavor to keep premium costs from exceeding 5%, 10%, 15%, and 20% for employee, children, spouse, and family coverage respectively based on top-rate base bus operator salaries during fiscal years 2025, 2026, and 2027. (* on the High Deductible and BASE Plans.
10. **Duration.** This MOU shall become effective when the next new labor bargaining agreement is ratified by both Parties (the "Effective Date").
11. **Untenable Clause.** In the event that a force majeure event happens which adversely impacts MOU provisions or timelines, or through natural

circumstance, the MOU provisions are unable to be executed as outlined for whatever reasons, both parties, in good faith, mutually agree to revise, adjust, or amend the MOU through mutual resolution and new agreement terms.

12. **Expiration**. This MOU and all of its provisions shall remain effective for the duration of the CBA but may be terminated independently of the CBA with a ninety (90) day notice issued in writing by both parties.

MEMORANDUM OF UNDERSTANDING #2 FOR SCHEDULING AND ROUTING

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; and

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

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

WHEREAS, in addition to the CBA, the Parties wish to establish terms for resolving Scheduling and Routing matters prior to each effective run bid 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. **Good-Faith Union Blocking, Running Time and Recovery Recommendations.** PSTA and the Union shall engage in timely communications regarding running time and recovery preferences ahead of upcoming run bids.
3. **INITIAL and FINAL Bid files Review Periods.** PSTA and the Union agree that, in order to incorporate Union recommended changes (when applicable), drafts of the bid files shall be made available during two (2) review periods - the INITIAL period and the FINAL period. This will allow the Union to review the bid files and add comments, leaving enough time to make changes (if necessary) ahead of a February, June, or October run bid.
4. **Optimum Run Consistency and Preservation.** Whenever possible, PSTA and the Union agree that roster positions shall preserve the same start/end times, days off, and work consistencies. [NOTE: Fluctuations in driver staffing and new routing additions (e.g. – driver shortages) may still impact roster consistency bid to bid.]
5. **Bid Files Copy Distribution.** PSTA agrees to furnish electronic files via email for both the INITIAL and the FINAL draft review periods by the Union. See provision #6 for review period and projected timelines.
6. **Review Timelines and Deadlines.** PSTA and Union agree that *timelines and *deadlines for the bid files review must be established and adhered to – a new deadline calendar will be created following every new run bid to establish new timelines for the next upcoming bid.

This to include:

- a. Union agrees to submit all blocking recommendations 65 days prior to effective bid date.
- b. 60 days prior to effective bid date, Scheduling will provide for initial files to the union for review
- c. Deadline for Union to return comments and/or change requests (57 days prior to effective bid date);
- d. 55 days prior to effective bid date, Scheduling provide FINAL bid files for union review.
- e. Deadline for the Union to return final comments and/or provide change requests (47 days prior to effective bid date);
- f. Clever Devices upload deadline (42 days prior to effective bid date).

(*Timelines and Deadlines are subject to change as Clever Devices responsiveness may improve or worsen over time.)

7. **FINAL Bid Book Sign-Off.** The Union and PSTA agree to sign-off on any Union requested changes made and agreed to for the FINAL bid files, after which time, no additional changes will be made.
8. **Summary of Changes.** Prior to the Clever Devices upload deadline of an impending bid date, a summary of changes for the make-up of a new run bid will be furnished to Union officials. The summary shall include but is not limited to comparisons between the

numbers of: straight runs, split runs, 8 and 10 hour runs, potential extra board, and weekend impacts.

9. **Extra Board Discussion.** Number of extra board positions and runs will be discussed by all parties contingent on the staffing levels prior to the run bid.

10. **Convening Scheduling and Routing Committees.**
A review of performance impacts for any scheduling and/or pending route changes can be reviewed by way of a Committee made up of PSTA administrative staff and Union chosen officials. Either party, whether PSTA or SEIU, may ask for a committee meeting to be convened.

11. **Untenable Clause.** In the event that a force majeure event happens which adversely impacts MOU provisions or timelines, or through natural circumstance, the MOU provisions are unable to be executed as outlined for whatever reasons, both parties, in good faith, mutually agree to revise, adjust, or amend the MOU through mutual resolution and new agreement terms.

12. **Duration.** This MOU shall become effective when the next new labor bargaining agreement is ratified by both Parties (the “Effective Date”).

13. **Expiration.** This MOU and all of its provisions shall remain effective for the duration of the CBA but may be terminated independently of the CBA with a ninety (90) day notice issued in writing by both parties.

MEMORANDUM OF UNDERSTANDING #3 FOR RESTROOMS BY ROUTE

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; and

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

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

WHEREAS, in addition to the CBA, the Parties wish to establish terms for working in collaboration to keep medical insurance affordable for all PSTA bargaining employees 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. **Restroom List Establishment.** PSTA agrees, with the Union's help, to draft, create, and publish a master "restrooms-by-route" list which shall serve to inform bus operators of the most current information regarding acceptable and accessible restrooms as allowed by establishments and PSTA-owned facilities along each route. The published guide will be made available to each bus operator.
3. **Scheduling/Planning Good-Faith.** PSTA and the Union agree to identify routes which have low or no accessible restrooms during Scheduling Committee meetings and discover opportunities to adjust, modify, or realign parts of the route, when applicable, feasible, safe, and legal to do so, in order to create better access to restrooms along the route.
4. **Annual Union Collaboration with PSTA.** PSTA and the Union shall engage in quarterly meetings throughout the fiscal year between PSTA's Transportation Management team and Union reps to discuss restroom challenges, options, and to update the "restrooms-by-route" list.
5. **Duration.** This MOU shall become effective when the next new labor bargaining agreement is ratified by both Parties (the "Effective Date").
6. **Untenable Clause.** In the event that a force majeure event happens which adversely impacts MOU provisions or timelines, or through natural circumstance, the MOU provisions are unable to be executed as outlined for whatever reasons, both parties, in good faith, mutually agree to revise, adjust,

or amend the MOU through mutual resolution and new agreement terms.

7. **Expiration**. This MOU and all of its provisions shall remain effective for the duration of the CBA but may be terminated independently of the CBA with a ninety (90) day notice issued in writing by both parties.

**MEMORANDUM OF UNDERSTANDING #4 FOR
PSTA/SEIU PAY CLAIM CAP LIMITS**

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; and

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

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

WHEREAS, in addition to the CBA, the Parties wish to establish terms for determining cap limits on various pay claim amounts awarded to bus operators who, with verification, were unable to use their seniority to accept additional work assignments for overtime pay through possible errors made during work assignment which may be in violation of applicable section(s) as found in Article 28 (Transportation Basic Work Week/Overtime) of the current labor agreement.

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. **Annual Union Collaboration with PSTA**. PSTA and the Union shall engage in good-faith collaborative meetings throughout the year to amicably resolve issues of overtime work assignment as they may arise.
3. **Pay Claim Cap Limits for OFF-DAY**. The following limits shall restrict the amount of overtime back pay a PSTA bus operator is allowed for pay claims when alleging entitlement to work not performed by them due to applicable and verified Article 28 violations of procedural work assignment for off-day eligibility only.
 - a. **ANY STANDBY ASSIGNMENT(S)**: Shall pay the claimant up to, but no more than, eight (8) hours and zero (0) minutes.
 - b. **ANY OPEN WORK ASSIGNMENT(S)**: Shall pay the claimant the exact pay time of the assignment up to, but no more than, eight (8) hours and zero (0) minutes.
4. **Duration**. This MOU shall become effective when both Parties have signed and dated in the below signature lines, this shall become (the “Effective Date”).

5. **Untenable Clause.** In the event that a force majeure event happens which adversely impacts MOU provisions or timelines, or through natural circumstance, the MOU provisions are unable to be executed as outlined for whatever reasons, both parties, in good faith, mutually agree to revise, adjust, or amend the MOU through mutual resolution and new agreement terms.

6. **Expiration.** This MOU and all of its provisions shall remain effective for the duration of the CBA and may be negotiated upon the next CBA period that shall arise.

MEMORANDUM OF UNDERSTANDING #5 FOR SERVICE LANE BIDDING

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 certain procedures for the Service Lane, a Division of the PSTA Maintenance Department, 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. **General Shift Bid**

The Authority reserves the right to set the work schedules for each division in the Maintenance Department.

The Maintenance Department shall hold (4) four general shift bids in the Service Lane Division. Bidding schedule shall be the following:

- **Bid #1:** Bidding done last week of December and effective the first week of January.
- **Bid #2:** Bidding done last week of March and effective the first week of April.
- **Bid #3:** Bidding done last week of June and effective the first week of July.
- **Bid #4:** Bidding done last week of September and effective the first week of October.

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.

2. **General Shift Bidding Process**

Schedules of the available shifts within the Service Lane shall be posted at least thirty (30) days prior to the start of bidding.

Service Lane employees shall be notified by posted bulletin of the date and time the Maintenance

employee must have their bid submitted.

Each Service Lane 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.

General Shift bidding will be conducted during the normal hours of operation in the Service Lane and each Service Attendant will have 15 minutes to complete their bid.

Every reasonable effort will be made to comply with the Service Lane employee's choices in order of priority when the Service Lane employee leaves such preference with the designated bidding supervisor.

Phone calls will only be received by the Maintenance Administration staff during the bidding Service Lane employee's scheduled bid time. Maintenance Administration staff will not call the bidding Service Lane employee during the bid process.

A Service Lane employee who fails to pick a shift on their designated day and time, or does not submit a proxy bid, will be passed up so the next Service Lane employee scheduled to bid may do so when it becomes their time to bid. Service Lane employees who are passed up shall have until the next Service Lane employees posted time to bid before being passed. Maintenance employees who fail to select their shifts will be assigned to open shifts remaining once the bidding is completed.

The Union shall be permitted to monitor all bids.

No bidding shall be permitted on Sundays or holidays on which the Authority operates reduced service.

The designated bidding supervisor shall update the posted bids in real time, available to all Service Lane employees.

3. **Probationary Employees**

All new Service Lane employees shall serve a one hundred eighty (180) day probationary period commencing on the date of hire.

Service Lane employees on probationary status will participate in all overtime rules, general shift bidding, holiday bidding and vacation bidding following the completion of their training period (on-the-job and driver training).

All shift assignments, including days and hours of a week, will be assigned to Service Lane employees on probationary status, during their training period.

Upon completion of their training period, Service Lane employees shall remain working their assigned shift until the next scheduled general shift bid.

4. **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, 2024, or on such date as the CBA is otherwise terminated.

5. **Untenable Clause.** In the event that a force majeure event happens which adversely impacts MOU

provisions or timelines, or through natural circumstance, the MOU provisions are unable to be executed as outlined for whatever reasons, both parties, in good faith, mutually agree to revise, adjust, or amend the MOU through mutual resolution and new agreement terms.

Expiration. This MOU and all of its provisions shall remain effective for the duration of the CBA and may be negotiated upon the next CBA period that shall arise.