



Labor Agreement  
*between*

**Pinellas Suncoast Transit Authority &  
Service Employees International Union (FPSU)**

## **TRANSPORTATION AND MAINTENANCE SUPERVISORS**

Includes Group Offenses and Accidents  
and Attendance Policies



**Effective: October 01, 2023 to September 30, 2026**

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## **ARTICLE 1 - PREAMBLE**

In accordance with the State of Florida Public Employees Collective Bargaining Statute, this agreement is entered into, by and between the PINELLAS SUNCOAST TRANSIT AUTHORITY hereinafter referred to as the "Authority" and/or "Employer", and the Service Employees International Union, Florida Public Services Union, Change to Win, its successors and assigns, hereinafter referred to as the "Union". This labor agreement is applicable for employees as defined in Certificate Number 984 issued to Florida Public Services Union, Change to Win in accordance with the certification granted by the Public Employees Relations Commission on April 14, 1992.

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.

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

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

### **ARTICLE 3 – 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 4 - MANAGEMENT'S 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 waived or abridged by specific provisions of this Agreement. Any such waiver or abridgement shall be effective only for the term of this Agreement, notwithstanding any other term 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. Further, a discharge, suspension, demotion or other discipline occurring during such emergency may be pursued as a grievance under the terms, and within the limitations of the Pay Provisions section of this labor agreement, upon the termination of the emergency. The date of termination of the emergency shall be considered the first day under the grievance procedure.

### **Section 3.**

Nothing in this Agreement is intended to nor shall be construed to waive any rights granted to the Authority under law.

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

## **RECOGNITION**

### **Section 1.**

The Authority hereby recognizes the Union as the exclusive bargaining representative as defined in Chapter 447, Florida Statutes, as amended, for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all bargaining employees in the bargaining unit as enumerated in Certificate Number 984.

### **Section 2.**

The bargaining unit for which this recognition is accorded is known as the Transit Authority Bargaining Unit to represent the Supervisory bargaining employees which was certified by the Public Employees Relations Commission on April 14, 1992, and comprises all bargaining employees employed.

### **Section 3.**

The Union hereby recognizes the Chief Executive Officer (CEO) and Chief Operating Officer (COO) as the public employer's representatives for the purpose of collective bargaining.

### **Section 4.**

The provisions of this Agreement may be suspended during the time of 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.

## **UNION REPRESENTATION**

### **Section 6.**

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 (8<sup>th</sup>) 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 7.**

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

### **Section 8. 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 two (2) Transportation Supervisors and one (1) Maintenance Supervisor may be off at any one time under this section, provided, however, that the limitation in this sentence does not apply to members of the Union negotiating team attending noticed collective bargaining negotiations sessions with management.

The number of employees on the Union negotiating team attending noticed collective bargaining sessions with management will not exceed five (5) at any one session.

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

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

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

In addition to any Union officer or steward who takes unpaid leave under Section 3 of this Article, no more than two (2) Union officers or stewards at any one time may take off for the purposes designated in this section. The employee must submit a request for paid leave for a designated purpose no later than 1:00 p.m. on the 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) Attendance at Step 1 and Step 2 grievance hearings not-to-exceed two (2) PSTA employees.

## **ARTICLE 6 - CHECKOFF**

### **Section 1.**

Employees may request on a prescribed form for 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.

This Article 6 will be applied in compliance with applicable law. Any provision of this Article 3 not in compliance with law shall be suspended from operation during such time as it remains non-compliant. Should such provision become compliant through change of law, change of circumstances, or amendment of this Article 3, it shall be given renewed effect as soon as practicable.

### **Section 2.**

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

### **Section 3.**

Dues shall be deducted each applicable pay period and the funds deducted shall be remitted to the Union's Chief Administrative Officer or designee within thirty (30) days.

### **Section 4.**

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

### **Section 5.**

In any applicable pay period in which there is not sufficient pay to cover all other duly authorized deductions, or if the deduction would reduce the employee's pay below the statutory minimum for the number of hours worked, Union dues or standard assessments will not be deducted from an employee's pay. However, the appropriate deductions for two 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:

### **SEIU-FPSU** MEMBERSHIP APPLICATION

I want to join with my colleagues and become a member of FPSU. I request and voluntarily accept membership in SEIU-FPSU. I believe everyone should pay their fair share to support our union's activities and hereby request and voluntarily authorize my employer to deduct from my earnings and transmit to SEIU-FPSU membership dues in the amount approved by SEIU-FPSU which may be modified from time to time. I understand that I may revoke this authorization through written notification to FPSU. Contributions or gifts to SEIU-FPSU are not deductible as charitable contributions for federal income tax purposes.

<hr/>	
<b>FIRST NAME</b>	<b>LAST NAME</b>
<hr/>	
<b>ADDRESS</b>	
<hr/>	
<b>CITY</b>	<b>STATE/ZIP</b>
<hr/>	
<b>PERSONAL EMAIL</b>	<b>CELL*</b>
<hr/>	
<b>SIGNATURE</b>	<b>DATE</b>
<hr/>	

<b>EMPLOYER</b>	<hr/>
<b>JOB TITLE</b>	<hr/>
<b>EMPLOYEE ID</b>	<hr/>
<b>CAMPUS</b>	<hr/>
<b>DEPARTMENT</b>	<hr/>
<b>REFERRED BY</b>	<hr/>

### **COPE Contribution \$**

I further authorize my employer to deduct the amount above per week from my wages and remit to SEIU-FPSU as my voluntary COPE contribution. I understand that this contribution is not a condition of 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 or some other means and that FPSU cannot favor or disadvantage me because of the amount of my contribution or my decision to contribute. Contributions 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.

<b>SIGNATURE</b>	<b>DATE</b>
<hr/>	<hr/>

\* By providing my phone number, I understand that SEIU and its locals and affiliates may use automated calling technologies and/or text message me on a cellular phone on a periodic basis. SEIU will never charge for text message alerts. Carrier message and data rates may apply to such alerts.

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

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

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

- A.** Bidding shall be by positional seniority in each organizational unit. Job shifts shall be bid three times annually to go into effect in January, May, and September. Job bidding will occur during a one (1) day period with Supervisors in each operational unit bidding in thirty (30) minute increments. Bid documents shall be posted three (3) weeks prior to the effective date. Bidding shall be completed no later than fourteen (14) days prior to the bid effective date.

After the effective date of a bid, there can be no changes in the shifts or rebidding. The Union shall be given a copy of the proposed bid documents at least one (1) week prior to posting in order to review and make comments. The bid effective date may be delayed by mutual consent of the Authority and Union. Maintenance Supervisor shift(s) bidding will coincide with the Fleet Maintenance staff in June and December of each year.

- B.** If a shift is vacated between the effective date of the shift bid and no later than 30 days prior to the end of the current bid, a bid will be held and proceed as follows:
1. Only Supervisors with less positional seniority than the vacated Supervisor will be eligible to bid.
  2. The vacant shift will be the only shift up for bid.
  3. This process will continue until all vacated shifts are filled.

**Section 3.** Employees may opt to take their two (2) fifteen (15) minute breaks and one (1) thirty (30) minute lunch break at different times during the day or they may opt to take them at one time resulting in one (1) one (1) hour lunch period. The first thirty (30) minutes of the lunch break will be unpaid when combined with the two (2) paid fifteen (15) minute breaks. Employees are not permitted to combine their paid breaks and unpaid lunch break for the purpose of ending their work shift earlier than scheduled.

Maintenance Supervisors shall not take breaks during the posted break times for Fleet Technicians so that they may instead cover unattended areas (e.g. covering the phones, answering the radio, and providing other assistance where needed while the floor staff is on break). Maintenance Supervisors shall, however, have flexibility when taking breaks while on shift as long as there is coverage of the shop floor.

**Section 4.**

- A.** The overtime rate shall be one and one-half (1½) times the employee's straight time hourly rate of pay. The overtime rate will be applied to all authorized and approved hours of work in excess of forty (40) hours of work in each work week.

Vacation, Vacation Carryover, PLD's, Funeral Leave, Military Leave, Birthday Leave and Jury Duty shall count as hours worked for computing overtime only if a Supervisor is forced to work on their days off, or when a Maintenance Supervisor has written approval from Management to cover an absence.

- B. Any daily assignment scheduled over a period of longer than twelve (12) hours shall pay one-half time for all time in excess of twelve (12) hours in addition to the regular pay in the assignment.

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

- A. Open shifts of three (3) hours or more in Transportation shall be assigned to the Supervisor as follows:
  - 1. Off-day Supervisors without assignment shall first be offered the work in order of positional seniority.
  - 2. On-duty Supervisors working their regular bid shift who can cover the work in its entirety without any overlap will next be offered the work in order of positional seniority.
  - 3. Off-day Supervisors with assignments who can cover the shift in its entirety without any overlap will then be offered the work in order of positional seniority.
  - 4. Overlap can then be ignored only in instances when a double shift constitutes a Supervisor relieving themselves in the same position. (e.g., Dispatch 1 to Dispatch 4, AVL 1 to AVL 3, etc.)

5. Supervisors working a double wherein they are their own relief on shifts with an overlap will not be replaced by another supervisor in order to cover the overlap.
  6. When there are still shifts needing coverage after these options have been exhausted, the shifts will then be broken up in the fewest number of splits possible with a 2-hour minimum.
- B. Open work of less than three (3) hours in Transportation shall be assigned to the Supervisor as follows:
1. On-duty Supervisors working their regular bid shift shall first be offered the work in order of positional seniority.
  2. Off-day Supervisors with assignments who can cover the shift in its entirety without any overlap will then be offered the work in order of positional seniority.
- C. Supervisors can be forced on any open piece of work. However, only regular bid shifts, which by necessity must be covered first, will be forced in instances when there are more open shifts than Off-day Supervisors. In such situations, created pieces will then be offered in their entirety as outlined above, but can be adjusted by Transportation Management to accommodate availability or cancelled if necessary. Training assignments will only be forced on Supervisors who have been properly trained.
- D. Forced assignments shall be applied in reverse positional seniority to Off-day Supervisors first followed by On-duty Supervisors working their regular bid shift without overlap as outlined above.

- E. Any Supervisor forced to work will be contacted by personal cell phone and notified of assignment. If the Supervisor cannot work the forced assignment, they will be responsible to break up the assignment and offer it in seniority order to the Transportation Supervisors as outlined above. The Superintendent must then be notified to ensure work was offered in accordance with the contract for final approval.
  
- F. The Authority will endeavor to avoid forcing Supervisors to work who have previously scheduled a PLD, Vacation Day, Vacation Carryover, or Birthday Leave that is adjacent to their off days. However, under such circumstances when it is deemed absolutely necessary to cover a piece of work, Transportation Management shall have the authority to force Supervisors to work in these instances.
  
- G. The Board will be re-polled with every newly opened shift or in instances when a Supervisor returns to duty for a regular bid shift from an open-ended absent status (e.g., sick leave, FMLA, Worker's Comp, etc.) after the schedule had been covered.
  
- H. No calls will be made to cover open work after 7 p.m. unless there is an emergency or need for a quick turn-around on assignments.
  
- I. In the case where a shift needs to be covered on the same day, Transportation Management will call as outlined leaving a message on the Transportation Supervisor's personal cell phone and immediately move on during instances that all off-day

Transportation Supervisors have filled overtime work, remaining pieces of work will next be offered to On-Duty Supervisors working bid shifts in order of seniority.

- J. When the open shift is at least one (1) day out, Transportation Management will call as outlined leaving a message on Transportation Supervisor's personal cell phone and wait at least 15 minutes before moving on.
- K. In the event that an On-duty Road Supervisor is unable to respond to a notification that a shift became available, the Radio Control Center (RCC) will notify the Supervisor via two-way radio and await their response before moving on.
- L. Open work for the following week will be posted on the bulletin board and/or sent to the PSTA email of all Transportation Supervisors with results of calls for coverage and updated as needed.

**Section 7.** Employees shall not be required to take time off or change their day(s) off in order that the payment of overtime may be avoided.

**Section 8.** Employees shall normally not be required to work overtime. Where employees are required to work overtime, such employees shall be relieved from duty as quickly as possible, if the employees so desire. In such instances, management will work to find a replacement by asking for volunteers and/or calling through the list of eligible Supervisors.

**Section 9.** Employees who are called out to work on their regular off day shall be paid a minimum of three (3) hours at the employee's applicable rate of pay.

**Section 10.** Only Holiday pay hours for those employees who bid to be off on a Holiday shall be considered as time worked for the purpose of computing overtime.

**Section 11.** Transportation Supervisors shall have authority and be expected to intervene, make a decision, or create a resolution for issues or matters stemming from the Customer Service Department (including the terminals) in particular, after regular business hours or on the weekends.

**Section 12.** Participation in the “new operator” mentorship program is mandatory for Transportation Supervisors.

**Section 13.** Maintenance Supervisors shall have authority and be expected to intervene, make a decision, or create a resolution for issues or matters as it pertains to daily maintenance operations in particular, after regular business hours or on the weekends.

**Section 14. Minimum Work Assignments**

All work assignments posted for bid (or attendance at work per the request of management) 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 15. Continuous Pay Time**

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

## **Section 16 – Call Back/Call-In Pay (Maintenance Only)**

- A.** Supervisors who are called in to work by the Authority shall be entitled to receive "Call Back/Call-In Pay" which shall pay three (3) hours in addition to the pay time associated with the work they are called back in to perform.
- B.** Call Back/Call-In Pay is non-applicable to Supervisors who have signed up to work on their regular days off, unless informed by the Supervisor's manager that they are released from duty but then later called in anyway.
- C.** 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.

## **Section 17 – Call Back/Call-In Pay (Transportation Only)**

- A.** Supervisors who are called in to work by the Authority shall be entitled to receive "Call Back/Call-In Pay" which shall pay one (1) hour in addition to the pay time associated with the work they are called back in to perform.

## ARTICLE 8 - PROBATION

### Section 1. Probationary Periods

- A. All new employees shall serve a one hundred eighty (180) day probationary period following the completion of training.
- B. 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.
- C. 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.

## **Section 2. Transfers**

- A.** Any full-time employee who accepts transfer to a new classification shall serve a one hundred eighty (180) calendar day probationary period. The vacated position may be immediately posted and filled by the department.
  
- B.** 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.
  
- C.** If not, the employee may be offered the position upon the next opening provided they are in good standing with the company.

## **Section 3. Demotion**

Any full-time employee who accepts a demotion to a new classification shall serve a one hundred eighty (180) calendar day probationary period. This shall not apply to those employees demoted back to their original classification. Employee demotions shall not guarantee a return to their prior seniority in the classification nor will the demotion take into consideration years of service unless agreed upon and advocated by the Union.

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

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

#### **A. Authority Seniority**

1. Authority Seniority is understood to mean an employee's most recent date of full-time employment.
2. 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.
3. 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.
4. 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.

## **B. Classification Seniority**

1. Classification Seniority shall be understood to mean the length of continuous time the employee has served in their classification.
2. 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.
3. 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.
4. Total years of service for seniority within a classification shall be used for purposes of Lay off and Recall for all employees.
5. Transfers between classifications will allow the transferred employee to count their total years of service when deciding seniority in a new training class only.

### **C. 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.

## **D. 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)
  
2. Rate of pay shall be included upon specific request from the Union.
  
3. 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.
  
4. 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**

1. 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.
2. Temporary and Part-Time employees will be laid off first in any affected classification and shall not have recall rights.
3. 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 layoff, 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.
  
- F. 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.

- G.** 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.
  
- H.** 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.
  
- I.** 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 10 - 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 his/her currently scheduled work hours.

Employees who perform jury duty or serve as a fact witness for only a portion of their regular scheduled workday [less than four (4) hours] are expected to report to work when excused or released by the Court.

If an employee is subpoenaed or summoned for court as a witness or for a sworn deposition as a fact witness in a court proceeding PERC hearing on behalf of a party that is not or a public jurisdiction, the employee will be granted leave without pay so long as:

- A.** 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.
- B.** The court proceeding is not a criminal matter in which the employee has been charged with a crime.
- C.** 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, they shall receive only holiday pay.

**Section 4.**

The employee shall provide their direct report 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.

Notifications should be 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.

## **ARTICLE 11 - FUNERAL LEAVE**

### **Section 1.**

- A.** 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.
  
- B.** If an employee must 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.
  
- C.** 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.
  
- D.** Extended time off, either with or without pay, must be approved by the employees' 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, stepparents, stepchildren, stepbrother, stepsister, 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.

## **ARTICLE 12 - MILITARY LEAVE**

### **Section 1. Description**

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

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

### **Section 2. Notice**

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

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

## **B. Intent to Return**

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

## **Section 3. Employment Status**

- A. Military Leave of Up to 240** hours in any one (1) calendar year beginning January 1<sup>st</sup> of each year.
- B.** PSTA Supervisors are entitled to leaves of absence for military duty from their employment duties for up to 240 hours in any one (1) calendar year beginning January 1<sup>st</sup> of each year. without loss of vacation leave, pay, time, or efficiency rating.
- C. Military Leave for More Than 240** hours in any one (1) calendar year beginning January 1<sup>st</sup> of each year.
  - 1. Leaves of absence for military duty functions for additional or longer periods of time shall be without pay. Such employees will be deemed to be on furlough or leave of absence while performing such service and shall be entitled to the rights and benefits which are not determined by seniority, status, and pay, as provided for employees who are on furlough or leave of absence under the applicable PSTA policy and/or labor agreement.
  - 2. Employees absent from employment to perform military service as entitled to the re-employment rights and benefits as set forth below, unless the cumulative length of all

absences for military service, not including military service performed pursuant to orders to active duty promulgated by Congress or the President, exceed five (5) years.

3. The entitlement of such employee to (1) coverage under a health plan is provided under 38 U.S.C. #4317, and (2) employee benefit plans is provided under 38 U.S.C. #4318. Notwithstanding those provisions, such employees may be required to pay the employee cost or contribution to these benefits in accordance with PSTA policy for leaves of absence.

An employee on leave of absence under this subsection, while serving in the uniformed services, is not entitled to any benefits to which that employee would not otherwise be entitled if the employee had remained continuously employed.

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

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

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

## **1. Advance Notice**

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

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

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

## **3. Qualifications**

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

## **4. Notice of Return**

Such employee shall, upon completion of military service, notify the Human Resources Director of their intent to return to a position of employment with PSTA as follows:

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

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

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

Same process as Subsection a. above.

**c. Absence for Military Service of More than Thirty (30) Days but Less Than One Hundred Eighty-One (181) Days**

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

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

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

**e. Documentation**

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

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

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

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

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

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

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

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

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

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

### **4. Priority of Right**

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

## ARTICLE 13 - VACATION LEAVE

### Section 1. Vacation Entitlement

- A. Effective with the execution date of this contract, all Supervisors shall be given their annual vacation entitlement at the beginning of each year (month of January ) as earned through pro rata work hours in the previous calendar year (as defined, see Section 2, Pro-rata Formula).
- B. All vacation usage shall be administered on a calendar year basis, January 1<sup>st</sup> through December 31<sup>st</sup>.
- C. When an employee earns their additional one (1) week of vacation through the completed service milestone (as read below) the additional one (1) week will be eligible for usage or draw-down in the next calendar year.
  - 1. (Example: PSTA Employee “Echo” earned their 120 months milestone in April 13<sup>th</sup>, 2023 entitling them to an extra one (1) week of vacation which will be applied to their vacation entitlement in the next calendar year.

So PSTA Employee “Echo” will now be increased from one hundred twenty (120) hours of vacation entitlement to one hundred sixty (160) hours of vacation entitlement effective January 01, 2024.)

## **2. Milestone Vacation Service Years (Months)**

- For completed service of at least one (1) year or twelve (12) months but less than five (5) years or fifty-nine point nine, nine (59.99) months shall receive eighty (80) hours.
  
- For completed service of at least five (5) years or sixty (60) months but less than ten (10) years or one hundred nineteen point nine, nine (119.99) months shall receive one-hundred twenty (120) hours.
  
- For completed service of at least ten (10) years or one hundred twenty (120) months but less than fifteen (15) years or one hundred seventy-nine point nine, nine (179.99) months shall receive one-hundred sixty (160) hours.
  
- For completed service of at least fifteen (15) years or one hundred eighty (180) months or more shall receive two hundred (200) hours.

## **3. Entitlement Chart in Months Conversion**

- 12 to 59.99 completed months = 80 hours vacation
- 60 to 119.99 completed months = 120 hours vacation
- 120 to 179.99 completed months = 160 hours vacation
- 180 completed months = 200 hours vacation

## **Section 2. Pro-rata Formula**

Vacation entitlement is based on qualifications of the following pro-rata formula in the period of January 1 ending December 31 of each preceding year:

- 1680 or more hours worked receives 12/12 (100%) of vacation entitlement.
- 1200 hours worked but less than 1680 hours worked receives 9/12 of vacation entitlement.
- 1040 hours worked but less than 1200 hours worked receives 6/12 of vacation entitlement.
- 480 hours worked but less than 1040 hours worked received 3/12 of vacation entitlement.
- Less than 480 hours worked receives no vacation entitlement.

Entitlement shall reciprocate any enrichments to the vacation plan as may be bargained by the Frontline bargaining unit at a later date.

## **Section 3. Vacation Use**

Effective with the execution date of this contract the following provisions for taking and carrying-over vacation will be in effect for all Supervisors:

- A.** Supervisors may take vacation in increments of ten (10) hours or less with a minimum of two (2) hours. Vacation time must be earned through hours worked before it is used.
  
- B.** A vacation year is defined as the twelve (12) month period which runs from January 1 to December 31 of each year.
  
- C.** Vacation carryover is defined as the portion of an employee's vacation balance that is the difference between an employee's minimum required vacation usage and the employee's unused regular vacation hours (which does not include existing vacation carryover balances) at the end of the same calendar year.
  
- D.** Promoted employees will have vacation allotment as calculated using a pro-rata formula and/or their previous vacation banks from their transferred classification.
  
- E.** Outside hired employees will have vacation allotment as calculated using a pro-rata formula, starting with the employee's start date as a newly hired full time Supervisor.
  - 1.** Outside hired employees' vacation entitlement based on their start date as a full time Supervisor during the below calendar interval/period through December 31<sup>st</sup> of the same year:

- I. Hired as a full time Supervisor between Jan 1<sup>st</sup> – March 31<sup>st</sup> = Eighty (80) hours vacation entitlement to use the following calendar year.
  - II. Hired as a full time Supervisor between April 1<sup>st</sup> – June 30<sup>th</sup> = Sixty (60) hours vacation entitlement to use the following calendar year.
  - III. Hired as a full time Supervisor between July 1<sup>st</sup> – Dec 31<sup>st</sup> = Forty (40) hours vacation entitlement to use the following calendar year.
- F.** A minimum of eighty (80) vacation hours **MUST** be taken in a calendar year.
- 1. These hours must also be taken in order to qualify for end-of-the-year vacation carry-over.
- G.** A maximum total of one hundred sixty (160) hours may be accumulated in an employee’s vacation carry-over account at any given time which includes all previous years and current years’ total combined carry-over balances.
- H.** 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 sixty (160) total hours (per section 3-G above) provided at least eighty (80) vacation hours were taken during the applicable calendar year.

- I. An employee with a vacation carryover balance in excess of one hundred sixty (160) hours as of December 31 of each year will be paid at the employee's then applicable wage rate for the excess hours provided the employee has taken at least eighty (80) hours of vacation during that calendar year combined with having worked at least 1680 or more hours during the same applicable calendar year.
- J. Failure of an employee to meet the minimum vacation usage and minimum hours worked criteria as read in Sec 3-F through Sec 3-I may result in a loss of unused vacation hours at the end of the applicable calendar year.
- K. All vacation utilization is subject to the employee's respective department bid rules for vacation and vacation carry-over utilization.
- L. An employee may use their carryover vacation leave in addition to their regularly allotted vacation in a calendar year only as approved by the department head or their designee.
- M. [TRANS ONLY] During vacation bidding, once a week vacation slot on the vacation board is full, the scheduler will not accept new bids until a spot on the board becomes available.
- N. [TRANS ONLY] Once a vacation slot becomes available, the scheduler will notify the entire Transportation Supervisory unit via email after which time, additional requests may be submitted by email submission only. These requests shall be filled on a first come, first served basis.

- O. [TRANS ONLY] No requests will be accepted prior to the email notification.

#### **Section 4. Leaving Employment**

Effective after January 1<sup>st</sup>, 2017, Supervisors 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.

Supervisors who have worked less than 1680 hours during any year and leaves employment with the Authority either voluntarily or involuntarily shall receive vacation entitlement based on the following pro-rata formula:

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

#### **Section 5 – Retirement.**

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

## **Section 6 – Vacation Qualifications.**

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

## **Section 7 – Vacation Conversions.**

Supervisors 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 Supervisor's return to work at which time the appropriate amount of vacation hours will be changed to Sick Leave and a like number of vacation hours will be restored to the employee's Vacation Hours Account. The number of hours changed will not exceed the total accrued, unused sick leave balance.

**Section 8.** Supervisors who are separated from employment with the Authority shall, or their beneficiary(s) shall, be paid at the time of separation for all unused vacation hours.

## **Section 9 – Hours Worked for Vacation Entitlement Purposes.**

“Hours worked” for purposes of this Article only shall mean any day paid by PSTA, including workdays, sick leave days, jury duty, worker compensation, modified duty, personal days, union business, military leave and no pay excused day.

## **Section 10 – General Vacation Bid.**

- A.** Vacations will be bid by Authority seniority in each organizational unit as defined in Article 9. In the event two (2) or more Supervisors have the same seniority date in an organizational unit, the seniority list shall be alphabetized using the employee's surname. No more than one (1) Supervisor in the Maintenance Department may be off at the same time in any week of the year. In the Transportation Department no more than four (4) Supervisors may be off at the same time in any week of the year. The number of Supervisors to be off shall include vacation and personal or military leave as outlined in the contract.
  
- B.** Schedules of available vacation periods for the next entire fifty-two (52) week calendar year shall be posted in each department by November 15. Supervisors shall begin bidding on their vacations on the first Monday of December and bidding shall be completed within ten (10) workdays. Once an employee bids, their bid cannot be changed or withdrawn after the next employee has bid.
  
- C.** Transportation Supervisors have the option of passing on the vacation bid and requesting vacation time at any time during the calendar year by submitting a signed and dated vacation request not later than forty-eight (48) hours prior to the start of vacation, unless an emergency, as that term is defined in Appendix C, paragraph 3, prevents an employee from providing forty-eight (48) hours' notice. The vacation will be assigned on a first come, first served basis.

- D. Maintenance Supervisors that pass on the vacation bid shall submit a signed and dated vacation request no later than forty-eight (48) hours prior to the start of vacation, unless an emergency, as defined in Appendix C, paragraph 3, which prevents an employee from providing forty-eight (48) hours' notice. The vacation will be assigned on a first come, first served basis.
  
- E. If a Supervisor cancels vacation, they can re-schedule their vacation on a first come, first served basis for any time still available.
  
- F. Nothing herein shall preclude a Director or Chief from requesting a Supervisor to change a vacation selection due to circumstances critical to the needs of the Authority. And in this connection, the employee may be authorized to select a vacation where two (2) Supervisors have already made a selection for the same time frame.

## **ARTICLE 14 – SICK LEAVE**

### **Section 1.**

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

### **Section 2.**

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

- A.** An employee who has been absent from work due to an illness, and has used up all of their accrued Sick Leave Bank hours may draw upon his/her/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 retire under the Florida Retirement System may exercise one of the following options:
  - 1) Those employees who retire with less than seven (7) years of employment with PSTA may receive a one (1) time

payment equal to seventy-five percent (75%) of all dollars in their Sick Time Fund; or

2) Those employees who retire with seven (7) or more years of employment with PSTA may receive a one (1) time payment equal to one hundred percent (100%) of all dollars in their Sick Time Fund; or

3) Leave the fund with PSTA to pay health and/or dental, and/or eye care insurance premiums until the fund is used up. In this connection, the employee may exercise one of the following options:

a. Use the fund to pay only their insurance premiums.

b. Use the fund to pay their premiums plus dependent coverage in the event of the retiree's death before the fund is used up, the dependent premiums shall continue to be paid until the fund is used up.

C. Employees who separate, other than by way of retirement, after ten (10) years of service shall receive a lump sum payment equal to seventy-five (75%) of all dollars in their Sick Time Fund. In the event of death of the employee the Sick Time Fund payment shall be payable to the employee's spouse, designated beneficiary or estate as may be required by law.

**Section 3. Supervisor Late Report:** In the event a Transportation or Maintenance Supervisor is unable to report to work due to illness or injury they will be required to notify the on-duty Transportation or Maintenance Supervisor (or if not available) then contact either the Superintendent or Director (and/or other designee). All notifications require a minimum of two (2) hours prior to the start of their shift. Voicemail and email are not acceptable means of contact.

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

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

**[TRANSPORTATION ONLY** - Supervisors shall be responsible for notifying the designated personnel no later than 1:00 PM the day before returning to work in order to work their regular shift.]

Supervisors who fail to report back for duty as prescribed by this section will not be guaranteed their regular shift if a replacement has already been scheduled.

In the event a Supervisor needs to leave work due to illness or injury, or otherwise, they will be required to notify the Superintendent, Deputy Director or Director.

Failure to comply with the above will be considered grounds for discipline for leaving a scheduled shift early and without prior approval.

**Section 4.** 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 their 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 5.** Supervisors shall be paid sick leave based on the number of hours in the Supervisor's work schedule for each eligible day of absence provided the employee has enough Sick Leave hours accumulated.

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

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

under Workers' Compensation and what their normal take-home pay would be.

**Section 8.** 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 all time off pursuant to this Section not later than twenty-four (24) hours in advance.

**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.** Employees who call out of work as "sick" from their regularly scheduled work assignments and never return to duty because of:

- Resignation;
- Retirement;
- Disqualification or;
- 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 (in these instances) can be made available with:**

1. Prior notification and approval with his or her or their manager.
2. Doctor or Physician's note detailing extended absence leading up to final company departure;

3. FMLA approved covered absences.

**Section 11.** Employees who have been separated from employment with PSTA due to a medical disqualification will be given six (6) months to return to full duty post their termination date provided the employee satisfies company required fitness for duty or return to work criteria; whichever is applicable. The employee will not lose their previous rate of pay or seniority status upon their return.

**ARTICLE 15 - HOLIDAYS**

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

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

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

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

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

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

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

**Section 2.** Employees who are off on a holiday shall be paid eight (8) hours or shift time, whichever is greater, at the straight time rate of pay. An employee must work their normal schedule 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 work on the actual 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 3.** Employees who are off on Vacation Leave or Military Leave on the day the holiday is observed shall be eligible for Holiday Pay in addition to their regular pay hours for such leave.

If an employee is on their regular day off or is off duty due to sickness or a non-work-related injury, the employee shall receive Holiday Pay only for the day the holiday is observed. At no time shall Holiday Pay and Sick Pay be paid at the same time. Employees on Workers Compensation or Leave of Absence without Pay shall be ineligible for Holiday Pay.

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

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

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

## **ARTICLE 16 – GROUP INSURANCE**

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

### **A. Health Insurance.**

1. 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 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 after FY 2015, the employee and Authority shall equally share the cost of the increase by each paying 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.

4. Between the execution of this Agreement and renewal of the Authority's health insurance coverage each fiscal year, 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 his/her/their Sick Time Fund.

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

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

## **ARTICLE 17 - RETIREMENT SYSTEM**

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

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

## **ARTICLE 18 - GENERAL PROVISIONS**

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

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

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

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

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

- A.** A PSTA Employee Photo Identification bus pass shall be furnished to each employee upon employment. An employee's spouse, children, grandchildren and domestic partner who reside with the employee shall be issued a PSTA bus pass/photo identification upon proof of residency with the employee.
  
- B.** Any such pass issued shall terminate if the employee's spouse, children or domestic partner no longer reside with the employee. Upon employment termination, the employee's

pass and any passes issued to the employee's spouse, children, grandchildren or domestic partner must be returned prior to issuance of any final payment.

- C. All employees who retire through normal retirement or disability under the Florida Retirement System will be issued one lifetime employee pass to be used on Authority routes.

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

#### **Section 6. Annual Allowances**

- A. [TRANS ONLY] Uniform allowance is replenished on their Supervisor anniversary date. Supervisors must "use it or lose it" in terms of spending their allowance in between anniversary dates – there will be no carryover of unused allowance amounts. Each Supervisor will be limited to four (4) uniform orders via the employer per their anniversary year (no more than 2 orders every 60 days) with a minimum order of fifty dollars (\$50) each. Supervisors may directly place an unlimited amount of uniform orders to be shipped to their place of residence.
- B. First year Transportation Supervisors shall be allowed five (5) shirts/blouses, three (3) pair of slacks/skirts, and in the first year, one (1) jacket (up to \$65 in value). Options include navy oxfords and khaki flight pants or shorts. Transportation Supervisors may opt to wear skirts or shorts instead of slacks.

Transportation supervisors may substitute shorts for slacks. The total number of pieces of slacks or skirts may not exceed three (3) pieces. Anyone may wear any uniform option offered by the Company, specific to their department (Transportation or Maintenance).

- C. Transportation Supervisors who have been in the position at least twelve (12) months shall be assigned a uniform allowance of three hundred dollars \$300 the beginning of each fiscal year and shall be able to order whatever combination of uniform items they choose(s) which shall include shoe reimbursements. (Unused allowance funds by year's end shall not be carried over or paid out).
- D. Maintenance Supervisors shall be furnished five (5) uniform changes each week at no cost to the employee and shall wear the uniforms provided by the Authority.
- E. The Authority will provide (up to) an additional \$65 toward the purchase of one (1) uniform jacket for each Transportation Supervisor by November 1 of each odd numbered year. To ensure timely delivery, employees are required to submit jacket sizes to their Managers by September 1 of each year. [For Maintenance: See General Fund in Section G.]
- F. Maintenance Supervisor General Fund

Maintenance Supervisors 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. The Annual Allowance shall be in the amount of eight hundred and fifty dollars (\$850.00).

Maintenance Supervisors must submit original receipts for all purchases up to the allotment amount to receive their annual allotment no later than September 1st of each year of this contract. If the Maintenance Supervisor fails to submit receipts for purchases by September 1st the Maintenance Supervisor will be paid out the annual allowance or remaining allowance in the last pay period in September.

All Maintenance Supervisors shall be required to maintain an inventory of required tools per the tool inventory list provided by the Authority.

Each Maintenance Supervisor 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.

For Maintenance Supervisors, 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 Maintenance Supervisors 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 Maintenance Supervisors annual allotment.

- G. Unit employees shall become eligible to receive their annual uniform allotment on their employment anniversary date.
- H. Transportation Supervisors will be issued PSTA company phones to be used during their on-duty time for business-related correspondence. There will be no penalties for “no answers” during off-duty time. Only personal mobile numbers will be called first for open-work or overtime opportunities.

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

**Section 8. Promotional Appointments**

- A. The Authority shall post on all applicable bulletin boards notices for all vacant, full-time positions. This shall not preclude the Authority from holding open any vacant position. All employees shall be allowed to make application for such positions. All applications must demonstrate the employee's qualifications as they relate to the posted job's minimum qualifications. All employees who have submitted a timely application for such a position and have demonstrated their ability to meet such minimum qualifications shall be given the opportunity of a personal interview. The Authority reserves the right to select the most qualified person for the vacant position. An employee not selected for promotion shall be notified in writing of their non-selection and the basis for rejection.

- B. Any employee promoted to a new position shall serve a one hundred-eighty (180) calendar day probationary period in the new position without loss of seniority or benefits. 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 position.
  
- C. For the purposes of this section, promotion is defined as moving to a pay grade that is higher than the employee's current pay grade.

**Section 9. Tuition Reimbursement.**

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

There will be times when new procedures or technology requires all employees to be trained. Superintendents and Directors may call for mandatory training sessions as needs arise. All Supervisors are expected to comply with required training measures within the specified timelines unless there is an emergency or scheduled vacation. If an emergency situation or vacation results in absence from

training, provisions shall be made for scheduling training “make-ups” for those not in attendance.

“Letters of Instruction” may also be used to notate, document, and correct any performance areas which are recommended for improvement or correction. “Letters of Instruction” are not discipline and as such, may not be disputed or grieved. In such instances that an employee believes a letter of instruction is given to them in error, they may write a rebuttal letter to be placed in their file.

Once each calendar year, both Maintenance and Transportation Supervisors shall be mandated to undergo :

1. Drug, Alcohol, and Reasonable Suspicion training.
2. Accident/Incident Response and Investigation refresher training.
3. Worker’s Compensation first-report-of-injury refresher training.

**Section 11. SST Interim Training Program.**

Transportation Supervisors will have the ability to learn subject matter and professional development in the roles of safety, security and training personnel. Any Transportation Supervisor accepted into the SST Interim Training Program shall serve a stint not-to-exceed eight (8) consecutive weeks before needing to return to the ranks of the Transportation Supervisory group. Given the fluctuational work demands and staffing needs of the Transportation Supervisory group, all program accepted Transportation Supervisors shall be given a period not-to-exceed one year or three hundred sixty-five (365) days to finish the program requirements required for certifying from the SST Interim Training Program.

- A. SST Interim Training Program Minimum Qualifications.** The SST Interim Training Program is open to various positions throughout the entire company and not necessarily only relegated to the Transportation Supervisory group. The minimum qualifications, as well as the rules and regulations for administering the SST Interim Training Program is owned, maintained and updated by PSTA's Human Resources Department and not subject to bargaining.
- B. Interim Supervisory Promotions.** Transportation Supervisors who accept placement within the SST Interim Training Program, or those who temporarily perform duties of an SST Supervisor shall be paid not less than they would have earned per hour in their regular position, plus two dollars (\$2.00) per hour for each hour worked in the SST Department. For purposes of this provision, "temporarily" means a period of time not to exceed six (6) continuous calendar weeks.
- C. Cap Limits for Transportation Supervisors in the SST Interim Training Program.** There will be no more than one (1) Transportation Supervisor allowed to actively participate in the training program at one time however, more than one (1) Transportation Supervisor(s) may be accepted into the program during any given one year or three hundred sixty-five (365) days period not-to-exceed two (2) Transportation Supervisors. Temporary assignments performed by Transportation Supervisors in SST or SST Interim Graduates will not count against the aforementioned cap limits.

**D. Graduates of the SST Program.** Official graduates of the SST Interim program shall get priority assignments over all other employees during times when the SST department needs extra help or short-term personnel replacement for any safety, security, or training related work assignment(s) or SST related work.

**E. Calendar of Events and Notification of Supplemental Help Needed in SST.** When possible, SST will make good-faith efforts to announce and recruit SST interim graduates or other Transportation Supervisors needed for additional or supplemental work assignments within SST at least seven (7) days in advance. This, with the understanding that emergencies and unforeseen circumstances may arise from time to time and as such, may call for shorter noticed recruitment during those times.

**Section 12.** The Authority shall make every effort to provide and maintain safe and healthy conditions for employees.

**Section 13.** All wages, hours and terms and conditions of employment not covered by this agreement and established solely for members of the bargaining unit shall remain in full force and effect unless changed by mutual agreement of the CEO or COO and the Union.

**Section 14.** Authorized and recognized International Union representatives will be allowed to enter work areas during regular working hours to carry out the functions which are related to this Labor Agreement. Visits may be temporarily deferred so as not to interfere with work operations or maintenance of service to the community. Authority work hours shall not be used by employees or

Union representatives for the conduct of Union organized meetings for the promotion of Union affairs.

**Section 15.** The Authority will provide bulletin board space at its operating location for use by the Union. Locations shall include one in Transportation and one in Maintenance.

**Section 16.** The decision to grant Leave without Pay (Leave of Absence) is a matter of administrative discretion. It will be incumbent on the department head to weigh each request and determine each case on its own merit. Decisions will be final and not subject to the grievance/arbitration procedure.

**Section 17.** A Union member elected or appointed to a position which takes them from employment with the Authority may request a leave without pay. The request must be in writing to the Director of Human Resources or designee who will meet with the affected employee and negotiate the terms and conditions of the leave without pay.

**Section 18. Garnishments.** Pursuant to the state statute governing garnishments, Section 77.0305, PSTA will charge the employee the maximum allowed under the statute for the initial set up and per payroll deductions.

**Section 19. Trainer Compensation.** Transportation Supervisors who train a newly promoted Supervisor or Interim Supervisor shall be compensated an additional two dollars (\$2.00) per hour for all hours spent as a trainer. Transportation Supervisors who train other Transportation Supervisors or Managers shall be compensated two dollars (\$2.00) per hour for training on new technology, new equipment or new work processes. To receive additional compensation, the Training Supervisor must submit an evaluation for time spent as a trainer.

**Section 21. Mandatory Meetings.** The Authority will determine the frequency of holding mandatory meetings as the needs demand. Supervisors are expected to be in attendance for all mandatory meetings except in the event of an emergency or planned vacation. In those events, Supervisors are responsible for acquiring the appropriate meeting minutes and/or staying informed on any meeting agenda items they may have missed. Additionally, Directors and Superintendents will determine regular departmental or other mandatory meetings to hold appropriate for their respective departments.

Failure to attend scheduled departmental or other mandatory meetings without prior excusal may result in a charged occurrence under the Attendance Control Policy. The Authority will endeavor to hold no more than one (1) mandatory operational related meeting each month. (Mandatory meeting exemptions include any investigatory, emergency planning, or Human Resources personnel related mandatory meeting requests.)

**Section 22. Appropriate Attire.** Supervisors are always required to be in proper uniforms while on duty. Supervisors shall not patronize or loiter in establishments in a PSTA uniform which may negatively reflect on the Authority whether on or off duty. In the event of a mandatory meeting or other company related events or functions which may occur during a time when the Supervisor does not have a regularly scheduled shift, Supervisors shall still be expected to dress in appropriate attire which should not contain potentially offensive logos, words, or slogans, if any. Any person may wear any article of clothing offered.

## **Section 23. Special Pay Provisions**

The following special pay provisions will be made in the event of a PSTA declared emergency as per Article 5, Section 5. Changes made to Special Pay Provisions in the Frontline bargaining agreement shall reciprocate in this Supervisory policy agreement as well.

### **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 twelve o' clock a.m. (0:00) on the same calendar day as it is enacted by the CEO/COO.

2. The END of a PSTA declared emergency period shall terminate at eleven fifty-nine p.m. (23:59:59) the same calendar day it is rescinded by the CEO/COO.
3. Section 23 – 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 a 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 Supervisory Classifications BETWEEN the START and END of a PSTA declared emergency period.

**D. Special pay provisions for 'EVACUATION' or 'ASSET PROTECTION' for PSTA declared emergency related duties as follows:**

1. Evacuation and asset protection duties include all activities performed by PSTA bargaining employees to secure and limit liability exposure, prior to or following, the wake of any

force majeure which may threaten to disrupt normal business operations at PSTA.

2. Time and a half pay for all 'EVACUATION' or 'ASSET PROTECTION' work assignments performed no sooner than forty-eight (48) hours BEFORE the START of a PSTA declared emergency period.
3. Time and a half pay for all 'EVACUATION' or 'ASSET PROTECTION' work assignments performed no later than seventy-two (72) hours AFTER the END of a PSTA declared emergency period.
4. Double time pay for all 'EVACUATION' or 'ASSET PROTECTION' work assignments performed BETWEEN the START and END of a PSTA declared emergency period.

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

1. Per Article 5, 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. Supervisory Classifications will be expected to work all regularly assigned work shifts prior to and post a PSTA declared emergency period.

3. Supervisory 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. Supervisory 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. Supervisory Classifications may be allowed to use vacation days to make up for lost pay time outside of a PSTA declared emergency period.

## **Section 24. 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.

**Section 25. Longevity Pay**

The Authority agrees to a one-time, annual lump sum payout at the end of each fiscal year. The first payout for this inaugural program will commence upon the completion of fiscal year 2021 or September 30, 2021.

Supervisors 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:

Twenty (20 years) through twenty-four (24 years) shall be paid four hundred and twenty-five dollars (\$425) gross.

Twenty-five (25 years) through twenty-nine (29 years) shall be paid five hundred and fifty dollars (\$550) gross.

Thirty years and over (30+ years) shall be paid six hundred and seventy-five dollars (\$675) 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 - DISCIPLINARY ACTION**

**Section 1.** An employee will not be disciplined or discharged without just cause. In each case where disciplinary action is taken, the employee will be given a written statement of the charges against them as well as the disciplinary action to be taken.

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

**Section 3.** All employees are subject to the rules and regulations of the Authority except where this agreement takes precedence.

**Section 4.** No discipline by suspension shall be administered against any employee which will permanently impair their seniority.

**Section 5.** Any complaint from the public or an employee which does not contain the name, address and phone number of the complainant shall not be used against an employee for disciplinary actions.

**Section 6.** In the event an employee is summoned to meet with their Manager and believes that disciplinary action may be taken against them, they shall have the right to have a Union representative present during the meeting.

**Section 7.** In imposing any disciplinary measures on a current charge, the Manager will not take into consideration any prior infractions of the Authority Rules and Regulations which occurred more than thirty-six (36) months previously, for infractions resulting in a suspension and eighteen (18) months previously for all other infractions.

## **ARTICLE 20 – SAFETY AND HEALTH**

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

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

**Section 3.** The Authority shall 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 4.** Employees will have access to necessary personal protective equipment (PPE) such as safety glasses, bump hats, gloves, masks,

and/or other protective equipment where such items are needed to protect the employees in the conduct of their duties.

**Section 5.** In the event an employee leaves the employ of their department or leaves the Authority, they shall return all items of issue that were furnished by the Authority.

**Section 6.** An employee's first (1<sup>st</sup>) chargeable/preventable vehicular accident within a twelve (12) month period will require an in-house Defensive Driving Course (DDC). An employee's second (2<sup>nd</sup>) chargeable/preventable vehicular accident within a twelve (12) month period will require Smith System course instruction. All in-house retraining will be scheduled on the employee's regular time off and such training shall not exceed eight (8) hours in duration. Employees shall be paid their straight rate of pay for such training unless otherwise provided for by the Fair Labor Standards laws.

A third (3<sup>rd</sup>) chargeable/preventable accident incurred by an employee within the specified twelve (12) month period shall be cause for discipline up to and including termination. An employee will be notified in writing that the employee is being charged with a chargeable/preventable accident no later than ten (10) weekdays from the completion and submittal to PSTA of an Incident Report by the employee or PSTA's receipt of the employee's response to an original complaint. If a complaint is filed after the submittal of an Incident Report, the ten (10) day period will begin to run upon PSTA's receipt of the employee's response to the complaint. If such notice is not provided within that time frame, an employee may not be charged with a chargeable/preventable accident.

**Section 7.** Two minor accidents which are found to be preventable shall equal one preventable/chargeable for the purposes of disciplinary action as defined in Section 6 of this article. A minor accident shall be determined on a case-by-case basis as investigated by the Safety, Security, and Training department. A minor accident shall be defined

as (in a BUS) one involving damage to a bike rack only but not requiring the replacement of the bike rack; and (in a CAR) one involving damage to the tires, mirrors, or slight body damage not exceeding \$500 in repairs for any of three.

## **ARTICLE 21 – GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 1. General**

- A.** The purpose of this Article is to establish machinery for the fair, expeditious, and orderly adjustment of grievances [to be used for the settlement of disputes between the Authority and employee, or group of employees, involving a complaint, difference, or dispute arising out of an alleged violation of the employee’s rights concerning wages, hours, disciplinary action, or of any other terms and conditions of employment afforded to all PSTA employees.] Specifically, a “grievance” is a dispute between the Authority and the Union or a bargaining unit employee as to the interpretation or application of the express terms of this Agreement. This contractual grievance procedure shall be the sole and exclusive method of review of grievances available to the union and bargaining unit employees.
  
- B.** The election by an employee or the Union to seek a remedy using a procedure other than this contractual grievance procedure shall preclude that employee or the Union from availing itself of this contractual grievance procedure for any grievance arising from the same nucleus of operative facts.
  
- C.** An employee proceeding in a grievance hearing under this Article may decline Union representation or assistance.

- D.** 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.
  
- E.** Only the Union may submit a general or class action grievance.
  
- F.** Any Authority grievance will be filed with the Union President or designee at Step 2.
  
- G.** 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.

- H. 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.
  
- I. 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 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.

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

## **Section 2. Grievance and Arbitration Procedure**

### **A. Grievance**

#### **1. Representation of Union.**

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

#### **2. Time Limits.**

Time is of the essence. Time limits set forth herein shall be strictly enforced unless otherwise agreed in writing by PSTA and the employee or the Union, as applicable. A grievance that is not made or advanced in a timely fashion at any point shall be conclusively deemed abandoned, null, and void, and considered decided on management's last determination. A "weekday" is Monday through Friday, provided, however, that a holiday recognized under this agreement shall not be counted.

### **3. Grievance Steps.**

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.

### **4. Step 1 Hearing and Response.**

Failure to include all required information shall render the grievance null and void. The grievance shall be submitted to the head of the PSTA department in which the employee works. The department head or 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.

### **5. Step 2 Hearing and Response.**

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. The Chief Operating Officer 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**

### **1. Arbitration Referral.**

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.

### **2. 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.

### **3. 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 30 calendar days of the close of the arbitration hearing or submission of post-hearing briefs, whichever is later.

### **4. Arbitration Expenses.**

PSTA will be responsible for one-half of 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.

## **5. FMCS - Federal Mediation and Conciliation Service**

Simultaneously with the submission of the notice of filing to the Authority, the requesting party shall submit to the Federal Mediation and Conciliation Service the FMCS form to request the list of seven (7) qualified neutral arbitrators along with payment of FMCS's charges. The requesting party shall provide a copy of the request submitted to the FMCS to the other party. Should the parties determine the issue in dispute requires an arbitrator with special expertise, it shall be indicated in the request. Within ten (10) weekdays after receipt of the list, the parties shall alternately cross out names on the list, and the remaining name shall be the arbitrator. The party requesting arbitration shall strike first. Upon selection of the arbitrator, the Company shall notify the FMCS. Either party may reject up to two (2) panels and request a substitute panel from the FMCS.

## **6. Arbitrator Rules**

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.

The decision of the arbitrator shall be final and binding upon the aggrieved employee or the Union and the Authority, unless otherwise provided by law.

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.

## **ARTICLE 22 - PAY PROVISIONS**

### **Section 1 – Classification Pay.**

Effective (and retroactive) to October 1, 2023, Supervisor pay adjustments shall be adjusted as set forth in the following sections of Article 22.

Transportation Supervisors shall receive the implementation of a new four (4) step maximum progression plan ranging from zero (0) to eighty-five (85)+ months to include appropriate rate adjustments as a result of the implementation in Year 1 (FY24).

Special one-time, “lifetime,” rate adjustments outside of the step plan shall be made for the following people (per this labor agreement):  
Theo Anderson, Larry Brink, Larry Burch, Rick Nangle, Carlos Mora, and Lloyd Jernigan (as shown in the rate chart below).

For Year 2 (FY25) and for Year 3 (FY26) Transportation Supervisors shall receive an increase of three percent (3%) effective October 1 in each of those corresponding fiscal years. This increase is reflected in the table in Section 2 of this Article.

Transportation Supervisor (0 to 12 months) Step 1 wage rates shall also maintain a 5% higher rate differential between any adjustments made to top- step or maximum bus operator wage rate.

For years 1, 2, and 3 of this labor agreement (FY24, FY25, and FY26) Maintenance Supervisors shall receive an increase of three (3%) percent retro effective to October 1, 2023, with the exception of Maintenance Supervisors Dennis Graham and Erik Leer whose raise increases will be held in abeyance (frozen) until each has earned at least one (1) ASE certification in FY24, earned two (2) ASE certifications in FY25, and earned two (2) ASE certifications in FY26.

Maintenance Supervisor increases shall be reflected in the table found in Section 3 of this Article.

Additionally, Maintenance Supervisors who obtain an ASE Transit Bus Certification during the term of this Agreement will receive an increase to their regular hourly rate of twenty-five cents (25¢) for each certification for up to eight (8) certifications. Only those certifications listed in the table in Section 3 of this Article will qualify an employee for a pay increase.

The Maintenance Supervisor must provide a copy of the certification to PSTA before the increase will be awarded.

**Section 2 – Transportation Supervisors FY24, FY25, and FY26 Wages.**

**A. Four (4) Step MAX Pay Progression Plan:**

- Step 1 | 0 to 12 months
- Step 2 | 13 to 48 months
- Step 3 | 49 to 84 months
- Step 4 | 85+ months

**Starting rates for FY24, FY25, and FY26 step progression as follows:**

<u>Progression</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>
Step 1	\$31	31.93	32.89
Step 2	\$31.53	32.48	33.45
Step 3	\$32.03	32.99	33.98
Step 4	32.60	33.58	34.59

**All steps are subject to annual increases as contractually agreed and outlined in this labor agreement, and as may be negotiated during future bargaining sessions.**

B. Special one-time, “lifetime,” rate adjustments outside of the step plan for the following people (per this labor agreement): Theo Anderson, Larry Brink, Larry Burch, Rick Nangle, Carlos Mora, and Lloyd Jernigan (per the rate chart below).

*All current Transportation Supervisors will receive an annual three percent (3%) increase for FY24, FY25, and FY26 retro effective to October 1, 2023.*

<b>TRANSPORTATION</b>	<b>FY24</b>	<b>FY25</b>	<b>FY26</b>
JERNIGAN JR LLOYD A	34.60	35.64	36.71
MORA CARLOS A	34.05	35.07	36.12
NANGLE RICHARD J	34.05	35.07	36.12
BURCH LARRY	33.05	34.04	35.06
BRINK LARRY	33.05	34.04	35.06

ANDERSON, THEO	33.05	34.04	35.06
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Rates for the names in RED subject to change as each person may progress to a new STEP level per Section 2A on page 99.

SCHIAVONE SHERRY	32.60	33.58	34.59
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KEARNS KEVIN	32.60	33.58	34.59
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SHIELDS-CASH YOLANDA	32.60	33.58	34.59
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RUIZ SEBASTIAN	32.60	33.58	34.59
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DELOSSANTOS HARRY	32.03	32.99	33.98
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HEYOB THOMAS	32.03	32.99	33.98
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SELOVER TERRENCE	32.03	32.99	33.98
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MERCK AARON	32.03	32.99	33.98
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SHEREMETI LULZIM	32.03	32.99	33.98
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FIELDS MARK	31.53	32.48	33.45
JOHNSON DESHAUN	31.53	32.48	33.45
RONDEAU DAVID	31.53	32.48	33.45
STEVENS SETH	31.53	32.48	33.45
BUNCIC ZELJKO	31.00	31.93	32.89
BLAIR KRYSTAL	31.00	31.93	32.89
EL-SHABAZZ, MISTI	31.00	31.93	32.89
HINDES RONALD	31.00	31.93	32.89
HENDRICKS ROGELIO	31.00	31.93	32.89

**Section 3 – Maintenance Supervisor FY24, FY25, and FY26 Wages ASE Certification Program.**

*All current Maintenance Supervisors will receive an annual three percent (3%) increase for FY24, FY25, and FY26 retro effective to October 1, 2023.*

<b>MAINTENANCE</b>	<b>FY24</b>	<b>FY25</b>	<b>FY26</b>
Rates for the names below subject to change as each person may obtain or <i>let go</i> of ASE certifications per section 3 on page 104.			
LUND THOMAS F	38.34	39.49	40.67
REBETTI ANGELO P	38.34	39.49	40.67
GRAHAM DENNIS	36.53	37.63	38.76
WHITE LEO	36.23	37.31	38.43
COUSE BEN	37.51	38.64	39.80
LEER ERIK	35.71	36.78	37.88

**MAINTENANCE:** Eight (8) ASE Transit Bus Certifications worth an additional twenty-five cents (25¢) per hour each.

<b>Certification</b>	ASE Transit Bus Certification
<b>Administered by</b>	ASE (Automotive Service Excellence)
<b>Curriculum</b>	<p>ASE Transit Bus Certification              Eight (8) Courses Mastered – Renewals/refreshers after expirations:</p> <ul style="list-style-type: none"> <li>● H2 (Engine Repair)</li> <li>● H3 (Automatic Transmission)</li> <li>● H4 (Manual Drivetrain and Axles)</li> <li>● H5 (Suspension and Steering)</li> <li>● H6 (Electrical/Electronic Systems)</li> <li>● H7 (Heating and Air Conditioning)</li> <li>● H8 (Engine Performance)</li> <li>● L2 (Electrical Diesel Engine Diagnosis Certification Test)</li> </ul>
<b>About</b>	The Official ASE for Transit Bus Tests help technicians with detailed information and trainings about the technical knowledge of Transit Bus series for Diesel Engines, Drive Train, Brakes, Suspension and Steering, Electrical/Electronic Systems, Heating, Ventilation & A/C, and Preventative Maintenance & Inspection.

**Section 4 – Compensation.**

All bargaining unit employees shall be compensated in accordance with the applicable pay rates determined as set forth in Sections 2 and Section 3 of this article.

All newly hired or promoted Supervisors will be subject to a starting pay rate of one hundred percent (100%) of the lowest current wage rate in the applicable Supervisory classification.

**Section 5 – Paychecks.**

There are twenty-six (26) pay periods a year with Friday pay dates falling on a bi-weekly basis. Direct deposit is available upon request, and all pay statements are sent to employees via email.

## **Section 6 – 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.** 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.

## **ARTICLE 23 - ENTIRE AGREEMENT**

### **Section 1.**

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

The Authority and Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or which could have been raised at the time they negotiated 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 24 - SAVINGS CLAUSE**

**Section 1.** If any article or section of this Agreement is found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial determination, 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 25 - PREVAILING PRACTICES**

All wages, hours and terms and conditions of employment not covered by this agreement and established by specific action of the CEO shall remain in full force and effect unless changed by specific action of the CEO. Such changes shall not be arbitrary and capricious. The Union shall be given notice and an opportunity to bargain the impact of any such change, if it makes a timely request and identifies a bargainable impact.

## **ARTICLE 26 - DURATION, MODIFICATION AND TERMINATION**

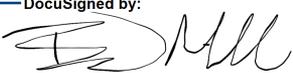
**Section 1.** Except as otherwise provided, this Agreement shall take effect on the date that both parties have ratified this Agreement and shall remain in full force and effect until its expiration date on September 30, 2026, or its earlier termination in accordance with Section 2 below.

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

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands retroactively effective to the beginning of the 1<sup>st</sup> day of October 2023.

**PINELLAS SUNCOAST  
TRANSIT AUTHORITY  
NEGOTIATING TEAM**

DocuSigned by:



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Brad Miller

Chief Executive Officer

DocuSigned by:



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James Bradford

Chief Operating Officer

DocuSigned by:



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Greg Brackin

Director of Transportation

DocuSigned by:



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Henry Lukasik

Director of Maintenance

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Patricia Collins

Director of Human Resources

**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
FLORIDA PUBLIC SERVICES  
UNION NEGOTIATING TEAM**

DocuSigned by:



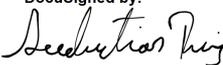
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Joseph Brenner

SEIU Director of Organizing and  
Bargaining

DocuSigned by:



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Sebastian Ruiz

SEIU Representative

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Ben Couse

SEIU Negotiating Member

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Aaron Merck

SEIU Negotiating Member

# **Group Offenses and Attendance Policy Book**

**PSTA Collective Bargaining Employees  
(SUPERVISORS)**

**Pinellas Suncoast Transit Authority  
Operations Department**

**Effective October 01, 2023**

## **Section 1 – Group Offenses**

## **GROUPS OF OFFENSES AND ACCIDENTS**

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. Maintenance and Transportation Supervisors are to direct any and all problems first to their immediate direct report and up the org chart all the way to the department's Director if problems persist and for clarification.

The following rules are provided for employees to abide by:

### **ADHERENCE OF RULES**

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

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

## **GROUP I OFFENSES**

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

---

1. Use or possession of alcohol within four (4) hours of reporting to duty, or during the hours an employee is on call, the use or possession of, or under the influence of, controlled substances (except a drug prescribed by a licensed medical doctor), or narcotics with the intent to work or while on duty.
  
2. Falsifying a report, timesheet/timecard (including punching another employee's timecard or allowing your timecard to be punched by another employee or a certificate or declaration of injury or sickness.)
  
3. Violation or unauthorized possession of a firearm or any illegal weapon while on duty or on PSTA premises, as defined by PSTA Policy #25 dated 12/20/18 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, § 790.251, Fla. Stats, et seq.
  
4. Theft [including failure to turn in lost and found articles].
  
5. Conviction of a felony.

- 6.** Lewd or lascivious behavior.
- 7.** Failure to report any incident involving bodily injury or any accident.
- 8.** AWOL/Job Abandonment – Failure to contact their direct reports 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.
- 9.** Participation in any illegal activity while wearing an Authority uniform, or part of the Authority uniform that would identify the employee as a PSTA employee, whether the employee is on duty or off duty at the time of committing the illegal activity.
- 10.** Driving a PSTA vehicle without a valid, proper Florida license or with a suspended or expired license. Provided, however, an employee may present documentation to show that they did not know their license was suspended or expired.
- 11.** Vandalism or willful damage to PSTA property or equipment, or to another employee's property or equipment while on PSTA premises.

- 12.** Any physical violence on PSTA property or while on duty, except to prevent personal injury.
  
- 13.** Involved in any one accident that results in death or serious bodily injury (“serious bodily injury” means an injury which consists of a physical condition that creates a substantial risk of death, loss of any bodily member or organ, or paralysis) that is caused by the employee’s negligence. The employee will be considered to have been negligent if as a result of such an accident they are determined to have violated any local, state, or federal law in connection with the accident.
  
- 14.** Using a cell phone or PDA, “Bluetooth,” other wireless or non-wireless headphones, or other electronic devices, including but not limited to sending or reviewing text, messages or emails that results in an accident causing death or serious bodily injury (“serious bodily injury” means an injury which consists of a physical condition that creates a substantial risk of death, loss of any bodily member or organ, or paralysis).
  
- 15.** Engaging in any conduct that is unbecoming an employee. Conduct unbecoming is any conduct which adversely affects the operations of PSTA or any conduct which adversely affects the reputation of PSTA, or any employee thereof. Employees shall conduct themselves at all times while on duty, in a manner which reflects favorably upon PSTA.

**16.** Tampering or altering the operation, in any way, of any technologies in a Supervisor's vehicle, bus, or workspace unless the employee is authorized by the Authority to perform maintenance or other work with the specified technology. "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.

## **GROUP II OFFENSES**

### **Violations of the following rules shall count toward progressive disciplinary action for a rolling twenty-four (24) months period:**

- 1. First Violation: Final Warning and two (2) day working suspension.**
  - 2. Second Violation: Discharge**
- 

1. Insubordination. (Defiance of authority or refusal to follow instructions.)
2. The use of profanity, obscene gestures, threats.
3. Practical jokes, horseplay, or pranks that cause physical injury to another employee.
4. Unauthorized use of PSTA vehicles. Includes taking a PSTA staff car home without approval from your immediate Supervisor, Superintendent, or Director (exception: authorized lunch breaks while on a road duty shift).
5. Allowing an unauthorized person to operate a PSTA vehicle.
6. Failure to report a citation for a traffic violation while operating a PSTA vehicle. Note: Florida Law requires the holder of a Commercial Driver's License (CDL) to report any driving convictions to their employer regardless of the time, duty status, or vehicle.

7. Reckless driving or receiving a citation while driving a PSTA vehicle.
8. Leaving the property during scheduled shift or paid break time without management approval.
9. Sleeping while on duty (including in a PSTA vehicle), except while on authorized break.
10. Using a cell phone or PDA, "BlueTooth," other wireless or non-wireless headphones, or other electronic devices, including but not limited to sending or reviewing text, email or other forms of electronic messages while driving a PSTA vehicle. (Safety is always a concern when driving PSTA vehicles. If you need to use your phone, pull the car over to a safe location. At no time are you to use personal text messaging while driving. The use of the staff car AVL system is allowed providing you pull over to a safe location when using it).
11. Intentionally endangering, taking action to endanger, or refusing to take action so as to cause to endanger the life, safety, and health of PSTA employees, customers and members of the public.
12. Discourtesy, disrespect, or any offensive behavior that would have a harmful effect on PSTA's public image, operations, or employees.

## **GROUP III OFFENSES**

**Violations of the following rules shall count toward progressive disciplinary action for a rolling twelve (12) months period: as follows:**

- 1. First Violation: Written warning and one (1) day working suspension.**
  - 2. Second Violation: Final warning and three (3) days working suspension.**
  - 3. Third Violation: Discharge**
- 

1. Substandard job performance. (DEFINITION = Failure to perform work and duties with reasonable efficiency; Poor Work.)
2. Performing personal business while on duty.
3. Misuse of PSTA photo identification pass.
4. Smoking in PSTA vehicles, in PSTA buildings, or on PSTA property that prohibits smoking.
5. Reporting for work in an unauthorized uniform or not following personal appearance hygiene requirements.
6. Failure to follow instructions issued by your immediate Supervisor, Manager or any Director.

7. Having in your possession a “Bluetooth,” or other wireless or non-wireless headphones, or other electronic devices while operating a PSTA vehicle. [Possession is defined as: exposed, attached to your body or attached to the employee’s clothing, in your hand, or any clip devices which results in the wearing of a phone electronic device or earpiece].
8. Watching television while on duty without permission. Does not apply while on break.
9. Failure to provide proper documentation upon return to work from employee illness or absence as outlined in the Attendance Control Policy.
10. Through an employee’s negligence or carelessness, PSTA issued property, including portable radios, cameras, laptop and other electronic equipment which PSTA purchased for \$1,000.00 or more, is damaged, lost or stolen.
  - a. A violation of this rule only will be disciplined in accordance with the following:
  - b. First Violation: Written Warning and reimbursement of property value based on the depreciated value, may be made in installments of a minimum of \$40.00 per pay period.

- c. Second Violation: Written Warning and reimbursement of property value based on the depreciated value, may be paid in installments of a minimum of \$80.00 per pay period.
  
- d. Third Violation: Final Written Warning and reimbursement of property value based on the depreciated value, may be paid in installments of a minimum of \$80.00 per pay period.
  
- e. Fourth Violation: Termination.

11. Inappropriate use of company computers while on-duty.

12. Inappropriate use of company email or telephones.

## **GROUP IV OFFENSES**

**Violations of the following rules shall count toward progressive disciplinary action for a rolling twelve (12) months period as follows:**

1. **First Violation:** Written Warning
  2. **Second Violation:** 2<sup>nd</sup> Written Warning and One (1) day working suspension.
  3. **Third Violation:** Final Written Warning and Three (3) days working suspension.
  4. **Fourth Violation:** Termination
- 

1. Improper use or personal use of the PSTA radio system.
2. The wearing and use of “Bluetooth,” or other wireless devices while dispatching or on duty in the radio communications center.
3. Parking on PSTA property in areas where employee parking is prohibited.
4. Late Report.
5. Failure to follow dispatch or scheduling procedures.
6. Failure to attend mandatory Supervisors’ meeting or training session.

## **Section 2 – 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

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:**

2. An approved leave for Union business shall not be considered an occurrence.
3. Approved leaves of absence of the equivalent of one full work week {four (4) or five (5) 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.

4. Three (3) verifiable emergency days or absences in any given twelve (12) months period shall not count as occurrences. Sick time may be used to cover an emergency absence. 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 days. The Authority has the right to determine the authenticity of the documentation.
  
5. 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.
  
6. 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.

***CORRECTIVE ACTION for Multiple Occurrences***

<b>STEP</b>	<b>OCCURRENCES</b>	<b>DISCIPLINARY ACTION</b>
ONE	THIRD	COUNSELING
TWO	FOURTH	WRITTEN WARNING
THREE	FIFTH	ONE DAY SUSPENSION
FOUR	SIXTH	THREE DAY SUSPENSION
FIVE	SEVENTH	TERMINATION

Discipline 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) days period ending with the latest occurrence. Employees shall be notified of an infraction within fifteen (15) calendar days of the occurrence.

Starting with the fourth (4<sup>th</sup>) 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.

**Absent Without Leave Policy – (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.

- 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:

<b>AWOL Number</b>	<b>CORRECTIVE ACTION (Rolling 365-day period)</b>
1 <sup>st</sup> Instance	First Offense - Final Warning and Three (3) day suspension
2 <sup>nd</sup> Instance	Second Offense - Termination

## **M.O.U. FOR EMERGENCY DECLARATION OPERATIONS**

RE: This Memorandum of Understanding (the “MOU”) is entered 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 bargaining unit of PSTA employees in Certification No. 984 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 bargaining unit; and

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

WHEREAS, in addition to the CBA, the Parties wish to establish terms for scheduling and supervisor duties during the declared emergency; and

WHEREAS, during the declared emergency, any and all provisions of the Labor Agreement may be suspended by the CEO or their designee during the declared emergency.

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. MOU on Emergency Operations. PSTA Management shall determine the level of Supervision required in accordance with the severity and conditions that warrant the declaration to be imposed. Once the EOC has been activated the following scheduling of Supervisor personnel will be implemented.

3. Emergency Operations Center(EOC) During a declared emergency, PSTA is represented at the Pinellas County EOC at the TS1 station and responds to requests from the EOC Command to dispatch/perform transportation and evacuation needs. PSTA Transportation Supervisors who have received the EOC training will be scheduled to cover shifts of no more than 12 hours in a 24-hour period. This work will be offered in seniority order of those qualified trained Supervisors.

Should the EOC go into a lockdown status, where no one is permitted to enter or leave the EOC, two Transportation Supervisors (in seniority order of those qualified) will be assigned to the EOC Center. Supervisors will work 12 hours on and 12 hours off during this time frame. During this time, the Supervisors will receive double time during the working time and regular pay time for the off-duty hours while in the lock-down situation.

4. PSTA Transportation Scheduling. During the Emergency Declaration, Transportation Supervisor scheduling will be determined at the discretion of the Authority. Once it is declared to be safe for evacuations and/or service, scheduled regular day Supervisors will be called in by seniority as needed. Supervisors will work a maximum of 12 hours in a 24-hour period. After the regular day Supervisors have been exhausted, off day personnel will be called in seniority order. The goal will be to return to regular scheduled service and hours as soon as safely possible if conditions permit.

5. Labor Agreement Compliance. The Union and PSTA agree under this MOU that the aforementioned Emergency Declarations Operations is an agreement between the named parties to clarify work assignments under the declared emergency. As such, this document will be governed and adhered to as outlined in this MOU.

6. Duration. This MOU shall become effective when both Parties have signed and dated in the below signature lines, this shall become (the "Effective Date").

7. 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.

8. Expiration. This MOU will stand in effect through the length of the current Labor Agreement scheduled to expire September 30, 2026.

9. Agreement. This MOU constitutes the entire agreement between the parties on its subject matter.