

Tentative Agreement



Teamsters Local Union No. 79

And

HART

March 24, 2022

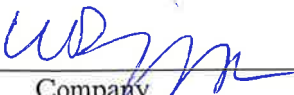
October 29, 2021

ARTICLE 1

PREAMBLE AND RECOGNITION

This Agreement is made and entered into this 30th day of September, ~~2018~~ 2021 by and between the Hillsborough Area Regional Transit Authority, ("Authority"), and the Teamsters, Local 79 ("Union"), for the purpose of undertaking a harmonious working relationship between the Authority, the Union, and the Authority's bargaining unit employees. Pursuant to the certification by the Public Employees Relations Commission dated May 2, 1991, the Hillsborough Area Regional Transit Authority hereby recognizes the Teamsters, Local Union 79, as the exclusive bargaining representative for the employees in the unit certified in Case No. RC89 080, Certification Number 945.

It is the goal and intent of the parties to set forth herein an agreement regarding rates of pay, hours of work, certain work rules and terms of employment, and an orderly means of resolving differences which may arise. In furtherance of this goal, the Authority and the Union do mutually agree as follows herein.



Company
10/29/21

Date
William Maseley

Printed Name

Title



Union

Date
JOHN STOKES

Printed Name
10/29/21

Title



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 16, 2022

ARTICLE 2 ANNUAL LEAVE

TENTATIVE AGREEMENT – SUBSECTION 2.6 ONLY

2.6. Vacation bids will be held for the next calendar year during the first week in December. Vacation leave will be bid by seniority in each job classification within each of the Authority's divisions, departments, or sections, as applicable. The Authority shall have the sole discretion to determine the number of vacation slots open for bid each week.

The Authority will post the vacation bid date and assigned bid times on the appropriate bulletin board for the classification, a minimum of seven (7) calendar days prior to bid commencement.

As a maximum, the employees may bid vacation week's equivalent to the vacation leave earned during the previous year. Vacation shall be bid in one (1) week increments. Any employee submitting a bid for a vacation week is to ensure she/he will have enough vacation time accrued at the time of the selected vacation week.

Employees not able to be present and wishing to bid will leave a vacation bid slip with the Teamster Bid Monitor or send an E-mail with his/her choices to their Supervisor. If an employee does not leave either of the above and is not present, no bid will be placed for that employee. The Authority will not accept any responsibility for contacting any employee during the bidding process.

First Round: Bidding ~~will~~ shall begin at **between 8:00 a.m. and 3 p.m., at a time designated by the applicable Union Steward.** Bidding will be done in designated exclusive time slots of five-minute blocks in seniority order. Employees will be allowed to bid on a maximum of two weeks during the first round of bidding to ensure that every employee is given an equal opportunity to bid on a vacation week. If the employee that is assigned to his time slot has completed his/her bidding before his/her five minutes is up, no other employee will be allowed to exercise his/her bidding rights in the remainder of that time slot.



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 16, 2022

Second and Subsequent Rounds: At the completion of the First Round of bidding, a second round will be conducted in seniority order. Employees wishing to select additional weeks will be allowed to choose up to two additional weeks. Additional rounds will be performed, if needed, as outlined above. There will be no set time schedule for second and subsequent rounds, due to the fact that not everyone may elect not to take additional weeks.

Once vacations are bid, employees may not alter, change, or trade vacation weeks, without the expressed written permission of the appropriate Division Director. Canceled weeks previously bid by employees will be offered as open weeks available for re-bidding and awarded to the most senior in the classification applying for the open week.

During emergencies or when a critical work force shortage occurs, the Authority may alter or suspend any vacation leave authorizations previously approved.

Individual Vacation Day leaves may be used for personal business or emergency reasons provided that such leave is specifically approved in advance at the sole discretion of the employee's supervisor.

WPM 2/16/2022
Company Date
William R. Mosely
Printed Name Title

[Signature] 2/16/22
Union Date
JOHN SIBOLTES/LOCAL 79
Printed Name Title



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



March 23, 2022
HART Counter Offer
9:00 AM

HART Agrees as a Package with Article 43.1

ARTICLE 6

CIVIL & NATURAL DISORDER OPERATING PROCEDURES

6.1 Discretion: If in the sole discretion of the Authority it is determined that civil emergency conditions exist which adversely affect the Authority's services, the provisions of this Agreement may be suspended by the Chief Executive Officer or his/her designee during the time of the declared emergency, provided that wages shall not be suspended. The term "civil emergency conditions" shall not be considered to mean traffic congestion or operational problems that could normally be anticipated.

6.2 Notification: Until notified by supervisory personnel of the Authority or by notification to the general public that portions or all of the Authority's operations have been suspended, employees shall report for work at their regularly scheduled time and place. Employees already at work shall continue to perform their assigned duties until notified by supervisory personnel to do otherwise.

6.3 Restoration of Service: Following a natural disaster, service will be restored as conditions permit. During the restoration period, work will be scheduled solely at the discretion of the Authority.

~~6.4 Declared Emergencies: Employees required to work during hurricanes, tropical storms, or other state declared emergencies in Hillsborough County shall receive time and one-half (1-1/2) for all hours worked during such periods.~~

6.4 Declared Emergencies: Employees required to work during hurricanes, tropical storms, or other state declared emergencies in Hillsborough County shall receive time and one-half (1-1/2) for all hours worked during such periods provided that such



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



March 23, 2022
HART Counter Offer
9:00 AM

emergency is no longer than ~~one (1) week~~ ~~one hundred twenty (120) days~~ ~~sixty (60)~~
~~Days~~ ~~one hundred twenty (120)~~ ~~ninety (90)~~ consecutive days per event. ~~in duration.~~
~~For employees to receive time and one-half (1-1/2) for an emergency lasting longer than~~
~~one (1) week in duration the emergency must be declared by the HART CEO.~~

WDM 3/23/2022
Company Date

William Moseley
Printed Name Title

[Signature] 3/23/22
Union Date

JOHN SHOUTER / SEE-TRIS
Printed Name Title



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 15, 2022

ARTICLE 7

DISCIPLINARY ACTION AND DISCHARGE

7.1 Discipline will be administered in accordance with the established Performance Code and Work Rules (See Appendix A) unless any such rule conflicts with a specific provision of this Agreement, in which case the Agreement language shall supersede the Performance Code and Work Rules.

Violation of the Performance Code and Work Rules shall be considered grounds for discipline; and further provided that an employee shall not be disciplined or discharged without just and proper cause.

7.2 Charges of misconduct made by the Authority against any employee must be made within ten (10) working days after the Authority knew of the facts.

~~7.8~~ 7.3 All investigations ~~, or after an investigation to determine the facts has been completed. All investigations will be completed within 30 calendar days from the time the Authority knew of the facts.~~ The Authority shall have the right to extend ~~investigations an investigation for cause in an~~ additional 30 calendar days ~~increments by notifying the Union in writing prior to the expiration of the 30 calendar day time limits extension.~~

~~7.9~~ 7.4 Written reprimands and notices of misconduct shall not be placed in an employee's personnel file before the employee has been informed of such action. The employee shall date and sign all written reprimands or other notices of misconduct; however, the signature only acknowledges receipt. If the employee refuses to sign a written reprimand or notice of misconduct, this action shall be noted on the document.

~~7.10~~ 7.5 CCL No disciplinary action, which exceeds twelve (12) months in age, may be used for progressive discipline, except for preventable accidents when driving in-service revenue vehicles and an employee is deemed to be at-fault, the progressive disciplinary sequence shall proceed through any consecutive thirty-six (36) month period of time. ~~Disciplinary action that has exceeded the time limits contained in this Section shall not be used as exhibits in arbitration hearings.~~



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 15, 2022

~~7.11~~ 7.6 In the event the Authority contemplates taking disciplinary action against an employee which could result in suspension or discharge, the Authority will furnish the employee involved with a written notice stating the date and time of the hearing and the nature of the charge against the employee. The employee will be asked to provide written confirmation of receipt of the notice. A copy of the notice will be furnished to the Union. The Union will have the opportunity to be present at the hearing, if the employee so requests.

~~7.12~~ 7.7 The notice provisions of this section shall have no effect on the Authority's right to take the appropriate action immediately where necessary to suspend an employee because of a serious breach of rules or operating practices.

~~7.13~~ 7.8 Unfit For Duty: The Authority may withhold an employee from duty without first conducting a hearing if the supervisor determines the employee is unfit for duty.

~~6.1~~ 7.9 Serious Incidents: In the case of serious incidents, no disciplinary action will be taken until there has been a complete investigation; provided however, an employee may be withheld from active service until the investigation is complete. Employees withheld from service on a Pending Investigation of any alleged breach of Authority policy shall be compensated for their regular work shift (s) provided that the findings of the investigation do not result in termination or suspension. If as the result of the investigation the employee is suspended or terminated, the effective date of the disciplinary action shall commence on the date the employee was first relieved of duty. Employees placed on a Pending Investigation shall be notified in writing at the conclusion of the investigation, which shall include the results of the investigation.

~~6.2~~ 7.10 Time:

a. For the purpose of this Article, the term "working days" shall be defined as any day Monday through Friday; exclusive of contractual holidays, Saturdays and Sundays, regardless if any work is actually performed on those days.

b. For the purpose of this Article, the term "calendar days" shall be defined as any day of the week included in a calendar year.



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 15, 2022

c. For the purpose of this Article, when counting "days," the first day shall be defined as the first full day after the action occurred. By way of illustration, if disciplinary action is issued at 10:00 a.m. on June 1st, then June 2nd would be considered "day 1" in the counting of calendar days, or working days (if applicable).

W. R. Moseley 2/15/2022
Company Date

[Signature]
Union | 2/15/22 Date

William R. Moseley
Printed Name Title

JOHN SNOLTES
Printed Name Title
LOCAL 79



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org

February 15, 2022



ARTICLE 12

**EMPLOYEE RESPONSIBILITIES:
ADDRESSES, TELEPHONES, DRIVERS' LICENSES**

12.1 Address and Telephone: Each employee is responsible for supplying the Human Resources Department and the appropriate department director, in writing, electronically, his/her mailing address and telephone number and must promptly notify the Human Resources Department and appropriate department director of any change in the above information. Telephones are required for such positions as directed by management. The Authority shall use this information for any notification required by the terms of this Agreement. Any such notification to an employee by the Authority shall be deemed sufficient notification when addressed to the employee's last reported address.

12.2 "CDL" Requirements: All employees shall comply with all provisions of the U.S. Department of Transportation Rules and Regulations. These provisions include but are not limited to the following:

CCL

a. Bargaining unit employees, ~~with the exception of those bid in OCC positions,~~ shall be required to possess a valid Commercial Driver's License ("CDL"). The Authority will provide training sessions and related certification necessary for employees to qualify for a CDL. ~~In the event an OCC bid employee cannot pass a DOT physical but meets the requirements to perform the job shall be remain in his/her current position.~~

Upon ratification, if a current OCC bid employee with ~~5-years~~ 3-years 5 years bargaining unit seniority, as defined in Article 36.1(c) cannot pass a DOT physical administered by HART physician but otherwise meets the requirements to perform the job he/she shall remain in his/her current position at a \$1 less ~~wage rate that they are currently making~~ than his/her applicable hourly rate.

b. Any employee convicted of any traffic violation (except parking) must notify the authority within thirty (30) days of the conviction. This applies without regard to the nature of the violation or the type of vehicle driven at the time.

c. Any employee unable to qualify for a medical examiners certificate meeting the criteria in the State of Florida Administrative Codes will be allowed to apply for any open positions, which they are qualified or can be trained within 30 days, that



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org

February 15, 2022

do not require a CDL license.

12.3 Suspension or Revocation: An employee whose license and/or required endorsement is suspended, revoked, canceled, or who is disqualified must notify the Authority immediately.

12.4 Accidents: Bargaining unit employees who are involved in an accident while operating an Authority vehicle when they knew, or should have known, they had a suspended, revoked, or canceled license and/or required endorsement, shall be discharged immediately regardless of who is at fault. "Knew or should have known" as defined in this article includes, but is not limited to, DMV issuance of a notice of suspension, revocation, cancellation or disqualification. An exception may be made in cases where the employee can substantiate to the satisfaction of the Authority that the revocation, cancellation or disqualification was beyond any reasonable control of the employee

12.5 DMV Checks: The Authority may conduct DMV checks on all applicants and will periodically conduct DMV checks on all bargaining unit employees. If it is discovered that an employee has operated an Authority vehicle at any time during employment when they knew, or should have known, they had a suspended or revoked license, the employee shall be discharged immediately. An exception may be made in cases where the employee can substantiate to the satisfaction of the Authority that the revocation, cancellation or disqualification was beyond any reasonable control of the employee.

12.6 Safety Incentive: As a safety incentive, the Authority shall reimburse all full-time employees who have completed a minimum of one (1) year employment with the Authority, the full cost of renewing their required Commercial Driver's License, provided; however, the employee has had no chargeable accidents during the twelve (12) months preceding the renewal date.

W. R. Moseley 2/15/2022
Company Date
William R. Moseley
Printed Name Title

John Sholtes 2/15/22
Union Date
JOHN SHOLTES
Printed Name
Local 79 Title



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605

(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 15, 2022

ARTICLE 17

GRIEVANCE PROCEDURE AND ARBITRATION

17.1 Definition:

- a) A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement, Employer rule or policy.
- b) A class action grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement, Employer rule or policy, affecting more than one (1) employee. Such grievances shall list the names of the affected employees at the time the grievance is filed, if applicable.
- c) The term "grievance" used in the following procedure shall apply to both individual grievances and class action grievances, as defined above.

17.2 Scope:

~~a) — a) — An employee who has a grievance as defined above shall first discuss the problem with his/her immediate supervisor. If an acceptable resolution is not reach at this discussion between the both parties, the event will enter into the Grievance Procedures listed in Article 17.3. Completion of this process shall be a condition precedent to the Step One process unless waived in writing by the Grievant, the Union and the Authority.~~

a) ~~b) a)~~ All grievances shall be submitted to the Operations Division designee, whose contact information will be provided to the Union by the Employer, in writing on the approved grievance form, referring to the specific articles(s) and section(s) of this Agreement upon which the grievance is based. A concise statement of the facts alleged to support the grievance and a requested remedy shall be included.

~~e) b)~~ The grievance procedure contained herein may be utilized by any bargaining



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 15, 2022

unit employee regardless of membership or non-membership in the Union. Only those grievances ~~with merit~~, which have been properly filed in accordance with these procedures, will be accepted under this Article.

c) For grievances involving the protest of disciplinary action **or discharge**, the manager who issued the disciplinary action shall not serve as a hearing officer for any step of the grievance procedure.

d) Grievances involving the protest of discharge shall be entered at Step Two of this procedure.

17.3 Grievance Procedure:

a. Step One - ~~An employee who has a grievance as defined above shall first discuss the problem with his/her immediate supervisor within ten (10) working days after the grievant knew or should have known of the alleged contractual violation, and if he/she is not available, then with the department head and if he/she is not available, then with the division director. If the immediate supervisor is not available due to a vacancy, then the aggrieved employee shall advance the matter to Step 2.~~

17 a. Within ten (10) working days after the grievant knew or should have known of the alleged contractual violation, the grievant will submit the grievance to the ~~Operations~~ Division designee, in writing on the approved grievance form.

~~The Employer immediate supervisor shall provide a Step One response to the aggrieved employee (grievant), in writing, as soon as practicable, but no later than five (5) working days. Grievances protesting a disciplinary suspension or termination, and class action grievances, shall be submitted at Step Two of this procedure.~~

Within five (5) working days of receipt of the Step One grievance, the Employer shall schedule a grievance hearing with a date and time that is mutually acceptable to the parties. The Grievant ~~shall~~ may be present at this hearing, and may be accompanied by a Union representative. An Authority ~~representative from management may also~~



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 15, 2022

attend hearing officer will conduct the hearing. At the hearing, the Grievant or his/her representative, may present evidence to the hearing officer in support of the grievance.

The Employer will provide a written grievance decision to the grievant and the Union within ten (10) working days of the conclusion of the grievance hearing.

~~a.b.~~ Step Two - Any grievant who is not satisfied with the outcome at ~~step~~ Step oneOne, may advance the grievance in writing ~~to the department head~~ within ~~five (5)~~ ten (10) working days of the Step One response, or the issuance of the Employer's final disciplinary disposition.

~~Completion of the step one process shall be a condition precedent to the step two process unless waived in writing by the Grievant, the Union and the Authority.~~

Within five (5) working days of receipt of the Step Two grievance, the ~~Employer~~ Employer department head shall schedule a grievance hearing with a date and time that is mutually acceptable to the parties. ~~The Grievant shall not be present at this hearing, and may be accompanied by a Union representative. An Authority representative from management may also attend hearing officer will conduct the hearing.~~ The Step 2 Employer representative shall not be the same representative who served as the Step 1 hearing officer. The ~~Employer department head~~ Employer will provide a written Step 2 grievance decision to the grievant and the Union within ten (10) working days of the conclusion of the grievance hearing.

~~Step Three — Any grievant who is not satisfied with the outcome at step two may advance the grievance in writing to the division director within five (5) working days of the Step Two response.~~

~~Within five (5) working days of receipt of the Step Three grievance, the division director shall schedule a grievance hearing with a date and tie that is mutually acceptable to the parties. The division director will provide a written Step 3 grievance decision to the grievant and the Union within ten (10) working days of the conclusion of the grievance hearing.~~



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 15, 2022

17.4 ~~Within five (5) working days after the receipt of the written grievance, the Authority shall schedule a hearing before a designated hearing officer. The Grievant shall be present at this hearing, and may be accompanied by a Union representative. An Authority representative from management may also attend the hearing. At the hearing,~~ **The Grievant-Union** may present evidence to the **Step Two** hearing officer in support of the grievance **at both the Step One and Step Two hearings.**

17.5 The burden of proof in the grievance process shall remain at all times with the Grievant, except in cases of discipline.

~~17.6 The hearing officer shall submit a written decision within ten (10) working days after the closure of the step two hearing.~~

~~17.7~~ **17.6** Time Limits:

a) The time limits contained herein may be extended for reasonable circumstances for specified periods of time, subject to the mutual consent of the Authority and the Union in writing. Such consent shall not be unreasonably withheld.

b) For the purposes of this Article, the term "working days" shall be defined as any day, Monday through Friday: exclusive of contractual holidays, Saturdays and Sundays, regardless if any work is actually performed on those days.

c) For the purpose of this Article, the term "calendar days" shall be defined as any day of the week included in a calendar year.

d) For the purpose of this Article, when counting "days" the first day shall be defined as the first full day after the action occurred. By the way of illustration, if an event giving rise to a grievance matter occurred at 10:00 a.m. on June 1st, then June 2nd would be considered "day 1" in counting of calendar days, or working days (if applicable).

~~17.8~~ **17.7** Forfeiture: If an employee fails to file a grievance, or conform to any time limit or condition precedent set forth herein no further action shall be taken. If the



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 15, 2022

Authority fails to respond to the grievance in writing, within the time limits specified, the Authority will forfeit the grievance. Such forfeiture, however, shall not be considered as a decision on the merits of the grievance or in any way establish a precedent.

~~17.9~~17.8 Union Notification: Copies of all grievances and replies filed at Step One and Step Two shall be provided to the Grievant, and the Union representative. ~~The Union shall also receive a copy of the reply to the Step One meeting in the event that the decision at Step One is reduced to writing.~~ The Union shall also be notified and present at any formal meeting called for the resolution of a grievance.

~~17.10~~17.9 No Precedent: In order to encourage settlement of a grievance at its lowest level, any settlement reached by the employee, or the authorized Union representative and the Authority's representative shall not establish a precedent against either the Union or the Authority, unless otherwise mutually agreed upon.

~~17.11~~17.10 Arbitration: Any grievance not resolved in the grievance procedure, after having been fully processed, may be referred to final and binding arbitration. A written demand for arbitration must be made within thirty (30) calendar days after the date of the Step ~~Two~~ ~~Three~~ Two response from the hearing officer, starting from the day of receipt. The Union shall submit their request for a panel of not less than seven (7) names to the Federal Mediation and Conciliation Service (FMCS). When practical, the impartial arbitrator shall be selected within five (5) working days from receipt of said list of names. The selection shall be made by alternately striking names and the remaining name shall be the arbitrator. ~~The Union shall~~ ~~Either party may~~ The Union shall strike the first name. Each party shall have the right to reject one (1) panel as a matter of right.

17.11.1 After the impartial arbitrator has been named, a date for the hearing will be scheduled to take place within sixty (60) calendar days after the date the arbitrator was ~~chosen~~ Appointed by FMCS ~~chosen~~ appointed by FMCS. The time limits specified herein may be extended by written mutual consent of the Union and the Authority. In the event the impartial arbitrator selected is not available in the time required, either party may immediately obtain a new list of arbitrators from ~~the~~



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 15, 2022

~~Federal Mediation and Conciliation service~~ FMCS ~~at their expense~~ and shall select another impartial arbitrator. The selected Arbitrator will be requested to sign a form acknowledging that he is to render a decision within ~~six (6) months~~ ~~sixty (60) days~~ ~~six (6) months~~ ninety (90) days of the conclusion of the hearing, or submission of post hearing briefs, if applicable, or payment for arbitration services ~~may~~ ~~shall~~ may be forfeited. If the selected arbitrator ~~refuses~~ ~~fails~~ ~~refuses~~ to comply with this provision, ~~or forfeits payment~~ ~~or forfeits payment~~, either party may request a new panel of Arbitrators from FMCS and repeat the selection process as outlined in Article 16.11 of this Agreement.

17.11.2 It is understood and agreed between the parties that the powers of the impartial arbitrator are limited and the arbitrator shall:

- a. Have no power to change the wages, working hours, or conditions of employment as set forth in this Agreement;
- b. Have no power to add to, subtract from, or modify any of the terms of this Agreement;
- c. Be bound by any stipulation entered by and between the Union and the Authority offered into evidence during the course of the hearing.

~~17.13~~ 17.12 Consolidation:

a) Non-disciplinary grievances having identical factual circumstances shall be consolidated for procedural efficiency, and one (1) of the consolidated grievances selected by the moving party, shall serve as the "pilot grievance" to be discussed during the grievance hearing. The disposition of the pilot grievance shall set precedence for the other consolidated grievances and render them settled and withdrawn. An exception to this provision shall be granted if the Union refuses to process a similar grievance for an employee who is not a member of the Union.

b) Should more than one (1) grievance be submitted for arbitration at the same time, involving different Authority employees, either party will have the right to insist



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 15, 2022

that a separate arbitrator hear each separate case. If the Grievant(s) have similar factual circumstances the parties may agree to consolidate the cases for hearing.

~~17.14~~17.13 Each party shall bear the cost of preparing and presenting its case. The expense related to conducting the hearing and the fees of the impartial arbitrator shall be shared equally.

~~17.15~~17.14 Where the subject of arbitration is termination of an employee, the arbitrator shall render his decision as soon as possible after the hearing is concluded. Nothing herein shall be construed to restrain the arbitrator from ruling at the conclusion of the hearing. Any interim earnings earned from employment taken after the employee's termination, of an employee who has been ordered reinstated with back pay, shall be deducted from any back pay award.

17.14.1 In the event the parties cannot agree upon the back pay, the arbitrator shall retain jurisdiction and shall decide the issue based upon the evidence previously described.

17.15 The Authority and the Union agree that the arbitrator will be subject to the regulations of the Federal Mediation and Conciliation Service to the extent not inconsistent with any provision herein. The Arbitrator shall conform to the ethical standards and procedures of the Code of Professional Responsibility for Arbitrators of the National Academy of Arbitrators.

17.16 The date of the close of hearing will be agreed to and established by the parties. If the parties cannot agree on a closing date for a hearing, the said date shall be established by the arbitrator, but in no event will the closing date for hearing be thirty (30) days beyond the last date of any arbitration hearing.

17.17 Medical Arbitration: A grievance from an employee who is removed from service by his/her treating primary physician, or refused permission to return to work from sick

leave or medical leave of absence due to a physical or mental disability preventing



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 15, 2022

the employee from performing all of his duties will be handled in the following manner:

17.17.1 The employee shall present to the Authority's Human Resources Office a medical release from his treating primary physician that authorizes the employee to perform without restriction all duties of his position. In the absence of such a medical release, the parties agree no grievance exists. If the Authority does not accept the medical release the Authority will, at its expense, refer the employee to a physician of the Authority's choice for a medical examination or re-examination as the case may be. If the Authority physician authorizes the employee's return to work, the employee will be allowed to work.

17.17.2 In the event of a disagreement between the physicians, a third physician who is a specialist in the appropriate field of medicine shall be selected within seven (7) days by the treating primary physician and the Authority physician. The opinion of the physician selected shall be final and binding on the Authority, the Union and the employee. The Authority, nor the Union, nor the employee will attempt to circumvent the decision. The expense of the third physician shall be equally divided between the Authority and the Union. Disputes concerning back pay shall be subject to grievance procedure.

[Signature] 2/15/2022
Company Date

[Signature] 2/15/22
Union Date

William R. Maseley
Printed Name Title

JOHN SHUTES
Printed Name Title
LOCAL 79



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 16, 2022

ARTICLE 20

JOB BIDDING

20.1 In the Transportation Operations department there shall be at least three (3) bids for each bargaining unit classification per year. In the Maintenance department there shall be at least two (2) bids for each bargaining unit classification per year. Shifts will be posted and bid in accordance with classification seniority.

20.2 The bid, along with information necessary for the employee to select his/her work assignment, shall be posted not less than seven (7) calendar days prior to the bid commencement. Bidding shall begin at between 8:00 a.m. and 3:00 pm, at a time designated by the applicable Union Steward. Bidding will be done in designated blocks of time in accordance with seniority. Each employee shall fill out his/her bid choice and turn it in. Employees who cannot be present for their bid time shall leave a list of at least three (3) choices in priority order with the Union steward. Once a bid is submitted, it cannot be changed after the next senior employee has bid.

20.3 Bargaining unit employees who are currently: a) on extended leave status, or b) scheduled to go on an extended leave within fifteen (15) days of a shift bid, or c) do not have a return-to-work date within thirty (30) days of the bid, will not be allowed to bid on a shift during a shift bid.

20.4 An extended leave shall be defined as an excused absence lasting more than thirty (30) calendar days.

20.5 Shifts that are not selected and left open at the end of the shift bid will remain open and available, and will be worked or filled per the Agreement.

20.6 When a bargaining unit employee returns to work from extended leave status, he/she will temporarily fill an existing open shift and a new shift bid will be posted immediately and a new shift bid will take place, which may take up to twenty-one (21) days to go into effect. The Employer shall not be required to conduct more than one (1) additional bid per paragraph 19.1.

William R. Mosley 2/16/2022
Company Date

William R. Mosley
Printed Name Title

John Shattlesworth 2-16-22
Union Date

John Shattlesworth 79
Printed Name Title

ARTICLE 22

LATE REPORTS

22.1 A late report shall be any report after the scheduled or assigned time for the start of a work shift, provided the Authority was not notified prior to one (1) hour before the scheduled report time.

22.2 Late Report/AWOL: A late report of over four (4) hours will be recorded as AWOL. However, if the employee notifies the Authority prior to one (1) hour of his/her scheduled report time, the employee will receive a late report.

If an Employee fails to notify the Authority that they will be late for work, the Authority may offer the shift as open work. If the open work is filled prior to the late employee contacting the Authority, his/her shift shall be forfeited.

22.3 Discipline shall be administered based on the number of late reports in any given twelve (12) months period ending with the latest occurrence.

22.4 Disciplinary Action:

- 1st Late Report - No Fault
- 2nd Late Report - No Fault
- 3rd Late Report - No Fault
- 4th Late Report - No Fault
- 5th Late Report - Verbal
- 6th Late Report - Written Warning
- 7th Late Report - 1 Day Suspension
- 8th Late Report - 3 Day Suspension
- 9th Late Report - Termination*

*See Administration of Discipline under Work Rules

22.5 Late Report Exception: Late reports resulting from outside influences legitimately beyond the control of the employee (e.g., automobile accidents involving the employee, acts of God) will not be counted as an occurrence.

An employee who desires that a late report not be considered must present his/her supervisor satisfactory evidence to substantiate his/her claim on the first day he/she returns to work. A late report may not be considered an occurrence if evidence is presented in this timely fashion subject to final approval by the Authority.

William Moseley 1/13/2022
Company Date
William Moseley
Printed Name Title

John Sholtes 1/13/22
Union Date
JOHN SHOLTES
Printed Name Title



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 15, 2022

ARTICLE 28

OPEN WORK SCHEDULING PROCEDURE

28.1 When the Floater Policy & Scheduling Procedure (Article ~~13~~ 14) is not used to cover open work, coverage for such work shall be filled in the following manner. ~~All open work will be assigned at the discretion of the Authority and governed by seniority.~~
CCL

28.2 a) Long Open Work Assignments:

If four (4) or more hours of open work need to be filled, the work will be assigned as follows:

- (i) employees in the classification who are off duty and sign for the entire assignment;
- (ii) employees in the classification who are on duty and sign for the entire assignment;*
- (iii) employees in the classification who are off duty and sign for part of the assignment;
- (iv) employees in the classification who are on duty and sign for part of the assignment;
- (~~iii~~ v) employees who are qualified out of classification; and,
- (~~iv~~ vi) employees required by inverse seniority order within the classification who are on duty.

*In the event no off duty bargaining unit employees within the classification voluntarily accept ~~the~~ an entire open work assignment, the work will be split and offered in seniority order ~~within the classification who are scheduled to be on duty on the day of the assignment~~ in accordance with this Section.

Employees shall be given as much advance notice as possible when offering such assignments.

b) Short Open Work Assignments:



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 15, 2022

If less than four (4) hours of open work needs to be filled, the work will be assigned as follows:

- (i) employees in the classification who are on duty;
- (ii) employees in the classification who are off duty;
- (iii) employees who are qualified out of classification; and,
- (iv) employees required by inverse seniority order within the classification who are on duty. The on duty open work shall be offered in seniority order to those bargaining unit employees within the classification who are on duty. Employees shall be given as much advance notice as possible when offering such assignments.

28.3 ~~For posted open work assignments, if two (2) or more supervisors sign for the same shift with different portions of the shift they can cover, the most senior supervisor within the classification will be given the work he/she is available to complete. The next senior supervisor in that classification will be awarded the remainder of the shift that is available.~~ Management reserves the right to adjust the hours of a split shift to ensure that the entire shift is covered and the minimum amount of work that may be left to be assigned to the next senior supervisor shall not be less than a three (3) hour piece of work.

28.4 Safety and scheduling will prevail in determining the number of hours an employee may work. Under normal circumstances, an employee will not be allowed or forced to work more than sixteen (16) hours in a twenty-four (24) hour period. Should an individual work sixteen (16) hours consecutively, eight (8) hours must elapse between the last hour worked and the beginning of their next scheduled shift.

28.5 In the event an employee within the classification is forced to work, he/she will have the option of working the entire open work assignment or any portion thereof, with a minimum of three (3) hours.

28.6 The Authority shall have the right to take all necessary measures to assure that service to the public is maintained in an efficient manner provided that management makes every effort to contact bargaining unit personnel.



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 15, 2022

28.7. Only one (1) call will be made to each employee to offer a piece of work, unless the employee offers to work part of a shift, which may require additional calls to fill the splits of the assignment.

Wynn 2/15/2022
Company Date
William R. Moseley
Printed Name Title

[Signature] 2/15/22
Union Date
JOHN SHUTES
Printed Name Title
Local 79



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 16, 2022
HART Counter Offer
AM Session

ARTICLE 30

**PENSION & DEFERRED
COMPENSATION**

The Authority will provide for all employees, mandatory coverage in the Florida Retirement System. The Authority and its employees are bound by the rules, regulations, and contribution requirements associated with the plan.

Full time bargaining unit employees are eligible to participate in the Authority's Deferred Compensation Plan. The deferred compensation plan falls under the Internal Revenue Code (IRC) 457 savings plan authorized by Congress. Under the plan, an employee contributes a set sum each pay period to an investment account in the employee's name. Employee contributions are made through payroll deductions. The Authority will match the employee's contribution dollar for dollar up ~~3-1/2%~~ **4%** of the employee's base wages (hourly rate times 2080 hours excluding overtime) on an annual basis.

All changes to contribution amounts will be done based on calendar year, not fiscal.

WRM 2/16/2022
Company Date

William R. Moseley
Printed Name Title

[Signature] 2-16-22
Union Date

JOHN SHUTES - Local 79
Printed Name Title

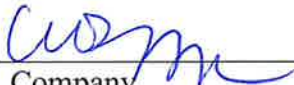
ARTICLE 33

PROMOTION TO VACANCIES

33.1 The Authority recognizes the principle of filling promotional vacancies with qualified applicants in a manner consistent with good personnel hiring practices, skills, abilities and relevant experience. In the event outside candidates are hired to fill vacancies in the bargaining unit on the same day as a current HART employee(s) shall have his/her total Authority Seniority, as defined in Section 36.1 of this Agreement, apply, with respect to the other new hire(s).

33.2 Promotional opportunities and vacancies for all positions will be posted in all departments of the Authority, and will remain posted for no less than five (5) working days.


33.3 Employees shall have retreat rights to their former bargaining unit position after being promoted or voluntarily accepting positions with the Employer that are outside of the bargaining unit. Such employees shall maintain their seniority in their former bargaining unit position for a maximum of thirty (30) days. This provision shall not apply to employees who were involuntarily demoted due to performance related issues.

 10/29/21

Company Date

William Moseley

Printed Name Title

 _____
Union Date

JOHN SHOGERS 10/29/21

Printed Name Title

ARTICLE 34
RIGHTS OF EMPLOYEES


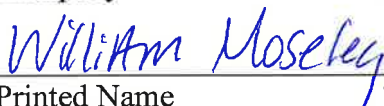
34.1 Each bargaining unit employee shall be protected in the free exercise of all rights without fear of penalty or reprisal by the Authority or the Union.



34.2 Each bargaining unit employee, pursuant to state and federal laws, shall have the right to utilize the grievance and arbitration procedures contained in this Agreement regardless of membership or non-membership in the labor organization.

34.3 If the employee so desires and the Union concurs, each bargaining unit employee shall have the right to Union representation during all disciplinary meetings and hearings, in all instances where the employee may be subject to adverse employment action or when, in his/her opinion, the subject to be discussed could lead to disciplinary action.

34.4 Each bargaining unit employee shall have the right to join or refrain from joining a labor organization.

~~34.5 All employees shall be afforded the opportunity to discuss and review their job performance evaluation. Such discussion will be between the employee and his/her immediate supervisor and if the employee requests, a Union representative may attend. In the event the employee is not satisfied with the results of the discussion, the matter may be referred to the division director by the employee and may be accompanied by a Union representative.~~


Company _____ Date 10/29/21

Printed Name _____ Title _____


Union _____ Date _____

Printed Name _____ Title _____
10/29/21



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605

(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 15, 2022

ARTICLE 36

SENIORITY/LAYOFF/RECALL

SENIORITY

36.1 Seniority is hereby defined as follows:

a) Total Authority seniority is defined as total length of continuous full-time service within the employment of the Tampa Transit Lines, the City of Tampa Department of Parking and Transportation Division and thence with the Authority.

b) Departmental seniority is defined as total length of service within an employee's current department.

c) Classification seniority is defined as total length of service within an employee's current classification. Where more than one employee starts in a classification simultaneously, seniority shall be determined by ~~the time stamped on the employee's application.~~ Bargaining unit seniority, as defined below.

d) Bargaining unit seniority is defined as total length of service solely within the Teamsters bargaining unit.

36.2 A list of employees arranged in the order of their total Authority seniority, and a separate list arranged in the order of classification seniority, shall be posted in a conspicuous place at their place of employment.

36.3 Any protest to the seniority lists must be made in writing, with a copy to the Authority and the Union representative, within thirty (30) days from the date of posting of the seniority lists. In the event no protest is made, the seniority lists, as posted, shall be considered correct and final.

36.4 Controversies regarding seniority shall be settled by the Authority and the Union representative. Failing a settlement by these parties, the controversy shall be processed under the grievance procedure as set out in this Agreement.

36.5 Vacation Selection: Classification seniority shall be used to determine vacation



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 15, 2022

selection of employees within divisions consistent with the efficient operations of said division.

36.6 Shift Bids: Classification seniority shall apply for all shift and run bids within each department.

36.7 Classification: Employees who are either temporarily or permanently demoted to a lower classification shall enter their new classification at the bottom of the seniority roster. At no time shall any employee be paid a wage rate that is higher than the wage rate for that classification into which he was demoted.

**LAYOFF/
RECALL**

36.8 Bargaining unit seniority shall apply to bumping in the event of a layoff and recall

36.9 A layoff is a reduction in the number of employees within any department due to lack of work, lack of funds or for any reason other than the acts of delinquency of the employee. The Authority will lay off employees in reverse order of their seniority, as hereinafter provided.

36.10 Order of Lay Off: Whenever it becomes necessary to lay off employees, layoffs shall be by classification seniority. To avoid being laid off, employees who are slated for layoff may apply their bargaining unit seniority to bump the least senior employee in another Teamsters' bargaining unit classification, within the department, provided the employee is cross-trained, and/or demonstrates ability and can become proficient in the performance of the job within forty-five (45) calendar days.

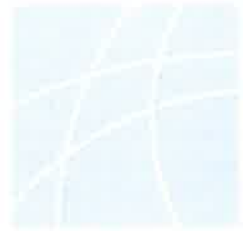
Employees who have bumped into another classification to avoid layoff, and employees who are off the active payroll as a result of layoff shall retain recall rights and/or be returned to the position in which they were originally working prior to the layoff.

Laid off employees shall accrue seniority for one (1) year from the date of layoff,



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 15, 2022

provided the employee is recalled within one (1) year.

If the employee is not recalled within one (1) year of layoff, the employee's seniority shall be considered frozen from the date of layoff and no longer accruing until recall from layoff.

36.11 Notification: Employees being laid off shall be given fourteen (14) calendar days written notice in advance of such lay off. The Union representative shall be furnished a copy of such notice.

36.12 Unemployment: Employees laid off may receive unemployment benefits according to applicable State of Florida regulations.

36.13 Re-Employment: Employees who are laid off shall be given preference in reemployment in classifications of work in which they are qualified. Laid off employees will be recalled to work as vacancies arise, in accordance with their bargaining unit seniority. In no case will new employees be hired into a classification as long as employees in that classifications are on layoff.

36.14 Recall Notice: The Authority shall notify employees to be recalled by certified mail, return receipt requested. All employees on lay off shall have the obligation of providing the Authority with their correct mailing address. A recalled employee shall within seventy- two (72) hours, inform the Authority of their intent to accept or reject the recall order.

36.15 An employee who fails to respond to the notice of recall within seventy-two (72) hours after the Authority's receipt of the return postal receipt, will forfeit any right to recall. An employee who does not receive notice of the recall because of the employee's failure to provide the Authority with his correct mailing address will also forfeit any right to recall. The employee must report for work within fourteen (14) days from the date of recall. This time limit shall begin with the postmark of the certified letter of recall.

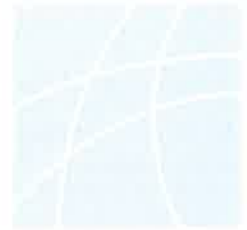
36.16 Employees returning from layoff must pass a fitness for duty physical administered by an Authority designated physician, as well as the Authority drug screen. Employees failing to pass the fitness for duty physical shall have no right to



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605

(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 15, 2022

recall until such time as they are determined fit for duty by the Authority designated physician. The Authority may hire new employees to fill the vacancies of laid off employees who were determined unfit for duty. Employees not passing the Authority drug screen will forfeit all rights to recall.

36.17 No employee employed, as of the date of the execution of this Agreement will be laid off as a result of subcontracting or privatization during the term of this Agreement.

William R. Moseley 2/15/2022
Company Date
William R. Moseley
Printed Name Title

JOHN S. HUBES 2/15/22
Union Date
JOHN S. HUBES Local 79
Printed Name Title

ARTICLE 37

SICKLEAVE

37.1 Sick Leave Accrual: Casual sick leave shall be accrued by all full time employees at the rate of 3.1 hours biweekly. Catastrophic sick leave shall be accrued by all full-time employees at the rate of 0.9 hours biweekly. Leave shall accrue beginning on the last

calendar day of the employee's first full period and biweekly thereafter. Employees shall be eligible to use casual sick leave as soon as it has been accrued.

37.2 There shall be no limit to the number of hours of sick leave that an employee may accumulate.

37.3 A catastrophic illness is one that is diagnosed as terminal and/or an illness or personal injury requiring a combined hospital stay, or inpatient/outpatient procedure, and subsequent convalescence period exceeding thirty-six (36) hours. Accrued catastrophic leave is only available ~~after all accumulated casual sick leave has been exhausted~~ when the qualifying criteria defined above has been met. Catastrophic leave is an employee only benefit and cannot be used for family sick leave. It is designed to provide income for an employee meeting the above definition. It is not available under any other circumstances. Catastrophic leave is not a benefit in which the employee vests. It is not paid out upon separation from the Authority.

37.4 Disqualification: There shall be no sick leave accrual for any biweekly payroll period in which the employee is absent due to suspension, authorized absence without pay ("A" time) or AWOL in excess of one normal shift, workers' compensation, or leave of absence.

37.5 Sick Leave Pay: Sick leave shall be based on the employee's regular rate of pay and number of hours excused from the normal work shift.

37.6 Employees who are laid off, resign or retire and have at least ten (10) years of service with the Authority, including time with the City of Tampa for those who transitioned on March 1, 1980, shall be paid fifty (50) percent of their accumulated unused casual sick leave hours, extended at the employee's then current rate of pay. Employees who are laid off, resign or retire and have at least twenty (20) years of service with the Authority, shall be paid one hundred (100) percent of their accumulate unused casual sick leave extended at the employee's then current rate of pay.

37.7 Upon the death of an employee who has at least ten (10) years of service with the Authority, payment shall be made to the employee's estate in accordance with applicable sections of this article.

37.8 An employee who is terminated by the Authority shall not be eligible for any payments of his/her accumulated unused casual sick leave.

WDM 1/13/2022
Company Date
William Mosely
Printed Name Title

John Shortes 1/13/22
Union Date
JOHN SHORTES
Printed Name Title



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 16, 2022
HART Counter Offer
AM Session

ARTICLE 39

UNIFORMS/ APPEARANCE

39.1 Employee Appearance: The appropriate director shall have the responsibility for deciding the acceptability of the appearance of any employee, but shall not act in an arbitrary or capricious manner.

39.2 Transportation Department: All employees in the transportation department will be required to wear Authority authorized uniforms. Each employee is responsible for presenting himself/herself for work in a clean, neat, professional and wear-free appearing uniform.

39.3 Maintenance Department: All employees in the maintenance department will be required to wear Authority authorized uniforms. The uniform shall consist of white or gray shirts (rental uniform shirt, short or long sleeve) or polo shirt, black pants, black belt and black safety shoes. Authority supplied patches shall be sewn to the left area of the rental shirts. Uniform polo shirt, pants, belts and shoes shall be purchased in a style authorized by the Authority. Uniform shirts will be rented from the same rental company awarded the contract for all Maintenance employees' uniforms. Each employee is responsible for presenting himself/herself for work in a clean, neat, professional and wear-free appearing uniform.

39.4 Uniform Allowance: Bargaining unit employees shall receive an annual uniform/~~boots~~ voucher totaling ~~\$400.00~~ ~~\$425.00~~ ~~\$500.00~~ ~~\$450.00~~ in each fiscal year. This voucher shall be issued on the first of the month of their classification anniversary date. New employees shall be issued a voucher upon entering the classification. ~~Employees shall have no less than four (4) style choices for each required uniform article and shall include cargo style pants as one (1) of the four (4) style choices.~~ HART will establish a Uniform Committee comprised of three (3) Teamsters and three (3) Authority representatives to mutually select clothing items from a list consistent with the Authority's uniform requirements provided by a vendor identified by the Authority through a competitive procurement process.



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



February 16, 2022
HART Counter Offer
AM Session

39.5 New employees who fail to successfully complete their probationary period shall have the uniform allowance deducted from their final check.

William R. Masely 2/16/2022
Company Date
William R. Masely
Printed Name Title

John Sitaites 2/16/22
Union Date
JOHN SITAITES - Local 79
Printed Name Title



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605

(813) 384-6600 • fax (813) 384-6284 • www.goHART.org

March 28, 2022

HART Counter Offer

ARTICLE 41

WAGES AND SCHEDULED INCREASES

41.1 All bargaining unit employees who are not at the highest step in his/her respective classification shall receive a one-step increase effective each October 1, as provided in the attached Wage Step Plan - APPENDIX B.

~~Employees who are at the highest step in his/her respective classification shall receive a minimum of a three percent (3%) increase, or the negotiated rate for the applicable year, whichever is greater each October 1.~~

41.2 All bargaining unit employees who are at the highest step in his/her respective classification, or progress to the highest step during the term of this Agreement, shall receive the applicable rate of pay for the applicable year, as provided in the attached Wage Step Plan - APPENDIX B.

~~42.3 "Maintenance Supervisor II" employees who were red-circled at the \$29.55 rate of pay during the 2015 - 2018 Agreement, shall receive the \$30.48 "Frozen" rate of pay as provided in the attached Wage Step Plan - APPENDIX B, effective October 1, 2018.~~

~~Frozen rate employees shall also receive a one-time lump sum adjustment equal to one percent (1%) of their annual salary effective October 1, 2019, and October 1, 2020. Lump sum adjustment calculations shall be determined as follows: Hourly Rate x 2080 x One Percent (1%) = Adjustment.~~

~~41.4 Parties will reconvene for the express purpose of negotiating additional wage increases in the event the "All for Transportation," amendment, or other similar transportation charter amendment (a/k/a "penny tax") is approved during the term of this Agreement. The parties agree to reopen negotiations in January 2023, for the sole purpose of negotiating wage increases in Article 41 - Wages and Scheduled Increases.~~

~~41.5 41.4 All wage increases shall be paid retroactively to the effective date of this Agreement; 10/1/2018 2021.~~

 3/29/22

**Hillsborough Transit Authority**

1201 E. 7th Avenue • Tampa, Florida 33605

(813) 384-6600 • fax (813) 384-6284 • www.goHART.org

March 28, 2022

HART Counter Offer


41.3 Parties will reconvene for the express purpose of negotiating additional wage increases in the event any transportation tax referendum and/or amendment (a/k/a "penny tax" "All for Transportation", etc.) is finalized during the term of this Agreement. Negotiations shall commence within 30 days of finalization, unless mutually agreed upon otherwise.


~~41.5~~ **41.4** All wage increases shall be paid retroactively to the effective date of this Agreement; 10/1/~~2018~~ **2021**.

Appendix B- Wage Step Plan

Teamster Supervisors Wage Step Plan			
(All Classifications except Maintenance Supervisors)			
	10/1/2021	10/1/2022	10/1/2023
Step 1	\$28.64	\$29.50	\$30.39
Step 2	\$29.50	\$30.39	\$31.29
Step 3	\$30.39	\$31.29	\$32.24
Step 4	\$31.30	\$32.24	\$33.21
Step 5	\$32.24	\$33.21	\$34.20
Step 6	\$33.21	\$34.20	\$35.22

Teamster Maintenance Supervisors Wage Step Plan			
	10/1/2021	10/1/2022	10/1/2023
Step 1	\$30.19	\$31.09	\$32.02
Step 2	\$31.09	\$32.02	\$32.98
Step 3	\$32.02	\$32.98	\$33.97
Step 4	\$32.98	\$33.97	\$34.99
Step 5	\$33.97	\$34.99	\$36.03
Step 6	\$34.99	\$36.03	\$37.11

 3/28/2022
 Company Date
 William Moseley
 Printed Name Title

 3/29/22
 Union Date
 JOHN SHOLTES/SEC. TREASURER
 Printed Name Title



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



March 23, 2022
HART Counter Offer
9:00 AM

ARTICLE 43

WORK WEEK

43.1 The work week for full-time bargaining unit employees shall consist of a guaranteed minimum forty (40) hours per week, with at least two (2) consecutive days off. ~~unless the economic or operational needs of the Authority requires an increase or decrease in the number of hours.~~

William 3/23/2022
Company Date
William Moseley
Printed Name Title

[Signature] 3/23/22
Union Date
JOHN SHOUTS
Printed Name Title SEC-TREAS



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org

March 28, 2022
HART Counter Offer

ARTICLE 44

DURATION OF AGREEMENT

This Agreement expresses the full and complete understanding and is the entire Agreement of the parties terminating all other prior agreements and concludes all collective bargaining during the term of this Agreement. It is, therefore, agreed that this Agreement shall become effective as of October 1, ~~2018~~ 2021 and remain in full force and effect through September 30, ~~2021~~ 2024 and thereafter from year to year unless either party notifies the other in writing at least one hundred twenty (120) days prior to any expiration date of its desire to change, modify or terminate this Agreement upon the expiration date.

WITNESS the signatures of the parties hereto, by their duly authorized representatives, to this agreement on _____, 2022.

William Moseley 3/28/2022
Company Date

William Moseley
Printed Name Title

[Signature] 3/29/22
Union Date

JOHN SHULTES SECRETARY -
Printed Name Title TREASURER

APPENDIX A PERFORMANCE CODE AND WORK RULES

There will be job descriptions for all bargaining unit positions. The Authority will notify the Union of any additions or deletions in job function duties, skills or knowledge; at least seven (7) calendar days prior to their being implemented. It is understood and agreed by both parties that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed within the job descriptions.

The Union shall be notified in writing of any change in the rules, regulations or standard operating procedures of the Authority that directly affect the bargaining unit at least seven (7) calendar days prior to their being implemented, unless circumstances make such notice impractical or impossible.

The HART performance code standardizes penalties for various violations of reasonable work rules and regulations. It is a code based upon the principles of progressive disciplinary action and clearly points out actions to be taken in cases where an employee's performance needs corrective action by Management. The code also informs HART employees of penalties that will be imposed for continued violations of reasonable work rules and regulations. It is also designed to serve as a guide to supervisory personnel for the purpose of ensuring that disciplinary matters are handled uniformly and fairly. All bargaining unit employees are subject to the general work rules regulations to the extent they are applicable.

Whenever disciplinary action is necessary, the department manager or designated representative will consider the employee's total record, including other violations before determining any penalty. Penalties for violations of multiple rules occurring during the same time period will be dealt with at the discretion of management. The performance code is not intended to impose a rigid limitation upon management when dealing with disciplinary matters nor is it the intent of the code to discipline any employee when a particular violation is minor or is an isolated incident in an otherwise good work record. The guidelines for administration of the performance code follow:

SECTION I - PERFORMANCE CODE

A. Time Limits

Disciplinary entries shall remain in an employee's personnel file, but no entry shall be considered as the basis for disciplinary action which exceeds twelve (12) months in age unless the discipline involves suspension or termination.

B. Action Fits The Offense

Obviously, some infractions do not call for progressive discipline, but rather for immediate dismissal. Those infractions are explained in the performance code.

No manual of instruction could cover all possible acts of improper behavior; therefore, each employee must exercise good judgment for proper and mature behavior. Any employee who engages in any job related misconduct, although the conduct is not specifically named in the manual may be disciplined or discharged. Because you are a public employee and occupy a special status in the work force, arrest or conviction for events occurring outside working hours or any other off-duty involvement in inappropriate or unprofessional conduct or behavior, which could reflect negatively on the Authority or its reputation in the community, may result in discipline up to and including discharge depending on the nature of the events, conduct or behavior and/or whether the sanctions, if any, imposed interfere with your ability to perform your duties.

C. Record Entries for Disciplines Action

A record entry is a notation in an employee's file that disciplinary action has been taken for an offense. If the performance code calls for a verbal caution, the employee's supervisor will verbally caution the employee about his/her behavior and will prepare a performance record entry indicating he/she verbally cautioned the employee. An appropriate performance record entry will be made for every penalty imposed against an employee, normally through written memorandum.

D. Reporting Alleged Infractions

Any management employee may report possible employee performance problems. Written memorandum will be used to report behavior needing correction and/or discipline. If disciplinary action is warranted for the reported offense(s), the department manager or his/her designated representative will administer the action in accordance with HART administrative procedures and contractual provisions.

E. Suspensions

An employee may be placed on either working or **paid non-working Pending Investigation (P.I.)** status when an employee is being investigated for allegations of misconduct, or until a disciplinary conference is held in cases where the employee has been charged with misconduct. In such cases, the employee will be given credit for any scheduled working time spent on temporary suspension if s/he subsequently does not receive a disciplinary suspension.

No P.I shall last longer than the time limits in Articles 7.2 and 7.3. At the conclusion of the P.I. period, the Employer shall provide to the employee, in writing, both the cause and results of the P.I.

F. Overall Job Performance

The Authority shall have the right to review the entire work record and assess the overall job performance of an employee. Should that employee's overall job performance/work record reflect a history of unsatisfactory performance, as demonstrated by a pattern of multiple violations of Authority policy/procedures, that employee may be terminated.

G. Disciplinary Penalties

1. The following penalties may be assessed for infractions of the performance code:

- a. Discharge - The involuntary termination of an employee who shall be paid for time worked up to the date of suspension, placement on P. I. status or notification of discharge.
- b. Suspension - A period of one or more days on which an employee was scheduled to work but is directed not to appear and is not paid.
- c. Reprimand - A written communication to an employee with a copy to the employee's personnel file advising the employee of the deficiencies in her/his performance.
- d. Caution - A first written communication to an employee advising her/him of deficiencies in performance. A caution commonly will precede a Reprimand and appears in the employee's personnel file.

2. Infractions and their associated maximum penalties are categorized into five classes, which relate to the gravity of the infraction. These classes of infractions and associated penalties for repeated violations are as follows:

- a. Class A Infractions- These infractions are of such gravity that an employee in violation will be terminated.

First offense=Discharge

- b. Class B Infractions- These infractions include serious breach of the performance code. The initial discipline will be three (3) days suspension.

First offense = 3 day suspension Second offense = Discharge

- c. Class C Infractions and Work Deficiencies- The initial actions for these

infractions and work deficiencies will be a written reprimand. First offense = Reprimand
Second offense = 3 day suspension Third offense = Discharge

- d. Class D Infraction and Work Deficiencies- The initial actions for these infractions and work deficiencies are a Caution.

First offense = Caution Second offense = Reprimand
Third offense = 3 day suspension Fourth offense = Discharge

- e. Class E Infraction and Work Deficiencies- The initial action for these infractions and work deficiencies are counseling and/or retraining.

First offense = Counseling and/or retraining Second offense = Caution
Third offense = Reprimand
Fourth offense = 3 day suspension Fifth offense = Discharge

Supervisors with authority to review or impose penalties may waive the requirement to actually serve suspension time for violations as set forth in the performance code based upon manpower/operational needs. However, in such instances the suspension imposed will remain a part of the formal disciplinary record for purposes of progressive discipline.

SECTION II- WORK RULE INFRACTIONS

Class A Infractions

Certain misconduct can result in the termination of employment without progressive discipline. Examples of misconduct constituting Class A infractions are as follows:

1. Defamatory Statements - The knowing and reckless making or publishing of defamatory statements concerning any employee, supervisor, the Authority, or its operation is a basis for discharge.
2. Destruction or Damage to Property- Discharge will result if any person is found to take, misappropriate, willfully damage, or destroy property of HART, its employees or patrons, or other persons on or near Authority property or equipment.
3. Use or Threat of Force, Other Than Self-Defense- Assaulting another person while on or off duty, or in connection with Authority business, or while on Authority property or equipment is strictly forbidden. For the purpose of this section, assault is defined as any physical contact or implied threat of force by words or conduct, which places an employee, patron or member of the general public in imminent fear of bodily harm.

4. Possession of Weapons, Explosives and Firearms- Carrying or possessing firearms, explosives, or weapons on HART property, including vehicles, at any time is strictly prohibited.
5. Use of Alcohol, Drugs and/or Intoxicants- See Drug and Alcohol Free Workplace Policy for details. The employee will receive a ninety (90) days suspension for the first offense. The second offense will result in termination.
6. False Official Statements- Any employee submitting a false report, record, application or other official document, including payroll/time records, or making any false official statement pertaining to qualifications for employment, pay or benefits or the performance of duties is subject to discharge.
7. Indecent, Lewd or Vulgar Conduct- Any employee indulging in sexual acts while on duty or on Authority property or equipment will be subject to discharge. Offending Authority employees, patrons, or other persons by the malicious use of obscene words or gestures is a basis for discharge. All employees are to refrain from vulgar or obscene language directed toward members of the general public or fellow employees, and are to conduct themselves in a courteous, professional and calm manner at all times while on Authority premises or acting in any capacity for HART.
8. Job Related Arrest- HART employees arrested either during the performance of their job responsibilities or for actions that occurred while on the job are to report the arrest to their department manager immediately in order that an investigation of the incident be made. Failure to report such incidents will result in termination of employment. If the arrest is based upon actual infraction of HART rules and procedures, the appropriate discipline will be administered.
9. Theft, Embezzlement, Misappropriation or Gross Negligence in the Handling of Authority Property or Funds – The theft, embezzlement or misappropriation of property or funds belonging to the HART, and/or gross negligence in the handling of Authority property or funds is grounds for immediate discharge.
10. Lack of a Valid Commercial Drivers License/ Chauffeurs License - All employees whose job duties require the operation of Authority buses or service vehicles, must have a valid commercial drivers license and the necessary endorsements to allow them to perform the functions of their position in accordance with state and federal law and regulations. In addition under federal regulations, any such employee who has had her/ his driver's license suspended, revoked or canceled, who loses the right to operate a commercial motor vehicle, or who is disqualified from operating a commercial motor vehicle for any period, must notify the Authority of such suspension, revocation, cancellation, lost privilege or disqualification before the end of the business day following the day the employee

receives the notice of same. Any employee who fails to comply with this requirement will be terminated.

Any employee required to maintain a valid C.D.L. who has accumulated twelve (12) or more points on her/his driving record or who has her/his license suspended or revoked will be terminated. The termination would stand regardless of a ruling by the State that the employee would be entitled to or would be assured a temporary hardship permission to drive for her/his employment.

If an employee who has accumulated the maximum points is allowed to retain her/his commercial driving privileges, later has the points officially removed from her/his record because of a court finding that the points were wrongfully assessed, s/he shall be immediately reinstated with full seniority, but without back pay. The preceding sentence does not apply to the normal expiration of violation points due to the passage of time.

11. Unauthorized Operation of HART Vehicles- All Authority fleet vehicles are to be operated by authorized personnel only. Allowing unauthorized persons to operate a HART vehicle is strictly prohibited. Supervisors are required to operate assigned vehicles in a safe manner and adhere to all Department of Motor Vehicle regulations. HART vehicles are to be used for Authority business only and cannot be operated in a manner, which negatively impacts the public image of the Authority.
12. Work Stoppages and Slowdowns- Promoting or participating in an illegal work stoppage; slowdown or sick-out is a basis for discharge. Such participation could result in the loss of Florida State retirement benefits.
13. Failure to Report an Accident- Failure to report an accident involving a HART vehicle or passenger to the appropriate supervisor on duty immediately is a basis for discharge.
14. Leaving the Scene of an Accident- A supervisor involved in an accident or incident, which involves a HART vehicle or passenger, who leaves the scene without authorization from a superior or the police is a basis for discharge.
15. Refusal to Give Testimony or Participate in an Investigation - Refusing to give testimony and/or participate in any accident, disciplinary or other investigation or

personnel evaluation, including any performance evaluation associated with probationary employees or training, shall be grounds for discharge. HART employees are obligated to provide relevant information within their knowledge related to matters that are the subject of an ongoing investigation, upon request.

16. Sexual Harassment of Employees Applicants, Customers or Visitors- The procedure outlined in the HART Discriminatory Conduct Policy will be used to investigate any complaint of sexual harassment made against a HART employee, regardless of whether the complainant is an employee, applicant, customer or visitor. Sexual harassment is strictly prohibited and is a basis for discharge.
17. Refusal to Follow Instruction/Insubordination- Any employee refusing to work under the agreement in effect between the Authority and the Union, or refusing to follow any written or oral directions from a Supervisor will be subject to discharge. Any employee who feels that the Supervisor's directions are in violation of the collective bargaining agreement will be expected to comply with the directions, but may utilize the contractual grievance procedure.
18. Consumption of Drugs and/or Alcohol - While In Uniform Consumption of alcohol and/or illegal drugs while wearing a uniform or other items that associate the employee with HART will be discharged.

Class B Infractions

Examples of misconduct constituting Class B infractions are as follows:

1. Unauthorized Individuals on Authority Property and/or Restricted Areas- Allowing an unauthorized individual to visit an employee on HART property or vehicles (IE. Co-Piloting) as well as allowing an unauthorized individual to come into a Transit Center office area without permission from management is strictly prohibited.
2. Unauthorized Financial Transactions/Solicitations/Distribution of Literature - Employees are prohibited from engaging in the sale of goods or services, without prior approval of the Executive Director or her/his designated representative in or on Authority property. Employees are also prohibited from engaging in solicitation or distribution of literature.
3. Reckless Driving- Reckless driving of Authority vehicles on or off HART property, and reckless driving of privately owned vehicles on HART property is strictly prohibited.

4. Sleeping while on Duty- All employees are expected to work from the beginning to the end of their assigned shift. Sleeping while on duty is prohibited.
5. Authorized Exchange of Work Assignments- Exchanging schedules or work assignments with another employee without authorization is prohibited.
6. Failure to Retain on Duty until Properly Relieved- All employees are expected to report to their designated work location or assignment on or before their scheduled starting time, and remain actively involved in their assigned work activities until they have completed their designated shift and/or have been properly relieved from duty. Any violation of this rule is strictly prohibited and grounds for disciplinary action.
7. Use of HART Maintenance Facility and Equipment- The HART's maintenance facility and equipment for repair of privately owned vehicles, is strictly forbidden, except in emergency situations when approved by a member of management.
8. Notification of Personal Injury- Any personal injury sustained by an employee on HART property or while operating HART equipment must be immediately reported to her/his Supervisor.
9. Single Licensing Requirement- All employees whose job duties require them to operate Authority fleet vehicles must comply with the single license requirement imposed under Federal regulations. The regulations provide that no person who operates a commercial motor vehicle shall at any time have more than one driver's license, and require commercial drivers to surrender any driver's license(s) issued by another State within ten (10) days of the date a driver's license is issued.
10. Disorderly/Inappropriate Conduct- Engaging in any type of excessive horseplay that could result in injury or property damage, directing abusive, argumentative or offensive language toward members of the general public, customers, or fellow employees during the performance of job duties, on HART property or at any HART function, or engaging in any other type of inappropriate and unprofessional behavior will result in disciplinary action.
11. Misuse of Employee Identification Card and Parking Permit - All HART personnel are issued an annual identification card and parking permit which is intended for personal use only. The loaning out of such passes to friends, relatives, and other non-authorized personnel is strictly prohibited.

12. Feigning Illness- Feigning illness or engaging in outside personal activities including working another job to avoid performance of a work assignment, provided it can be reasonably substantiated, will result in disciplinary action.

Class C Infractions and Work Deficiencies

Examples constituting Class C infractions and work deficiencies are as follows:

1. Failing to Actively and Properly Engage in Work Duties/ Responsibilities- wasting time, loitering, and/or failing to actively engage in the performance of work duties at the commencement of a shift. This includes failure to properly follow written and/or verbal instructions, standards, procedures and instructional manuals. In addition, failure to courteously interact with patrons and members of the public will be a basis for disciplinary action.
2. Payment of Parking/Traffic Citations- An employee receiving a parking/traffic citation while operating any HART vehicle is required to notify the Authority immediately. All traffic and parking citations received by employees of the HART while operating HART vehicles must be paid by the employee cited within the prescribed time limits before the fine increases. Reimbursement will be allowed for tickets issued to employees who are following HART instructions or as a result of the condition of the vehicle (except for malfunctioning speedometers. Receipt of payment must be presented for reimbursement.
3. Notification of Convictions- In accordance with Federal regulations, any employee whose job duties require her/him to operate Authority fleet vehicles who violates a state or local law relating to motor vehicle traffic control (other than a parking violation) must notify the Authority of such violation within thirty (30) days after the date the employee has been convicted or found to have committed the violation. This rule requires that violations in commercial motor vehicles as well as other vehicles be reported. Conviction is defined as a determination of guilt resulting from a plea or trial, regardless of whether adjudication was withheld or whether imposition of sentence was suspended [Fl.R.Crim.P. 3.701 (d)(2)].
4. Failure to Submit a Written Accident Report- Failure to submit a written accident report at the end of the employees work shift (unless otherwise instructed by management) following the occurrence of an accident will result in disciplinary action.
5. Failure to Follow Accident or Incident Procedures- Failure to follow the established procedures when involved in an accident or an incident will result in disciplinary action. (IE. failure to collect courtesy cards).

6. Careless Driving- Careless driving of Authority vehicles on or off HART property, and careless driving of privately owned vehicles on HART property is strictly prohibited.

Class D Infractions and Work Deficiencies

Examples constituting Class D infractions and work deficiencies are as follows:

1. Improper Administration- Improper administration is defined as any employee failing to sign or submit a required report or record at the prescribed time and/or failing to thoroughly and legibly complete a required report with the required information (e.g. employee's report of injury).
2. Operation/Parking Vehicle- Parking a HART or privately-owned vehicle in a restricted or improper area and failure to adhere to speed limits, traffic patterns and/or posted signs on HART premises while operating a HART vehicle or privately-owned vehicle will result in disciplinary action.
3. Failure to Follow- Written and/or Verbal Instructions- Failure to properly follow written and/or verbal instructions not involving deliberate or willful refusal is a basis for disciplinary action.

Class E Infractions and Work Deficiencies

Examples constituting Class E infractions and work deficiencies are as follows:

- 1) Failure to Adhere to Email Procedures - Employees must comply with all policies and procedures relating to the use of work emails.
- 2) Failure to Follow Written and/or Verbal Instructions - Failure to properly follow written and/or verbal instructions not involving deliberate or willful refusal of minor work rules and procedures is a basis for disciplinary action.

William Moseley 1/13/2022
Company Date
William Moseley
Printed Name Title

John Sitoltes 1/13/22
Union Date
JOHN SITOLTES
Printed Name Title