



# JEFFERSON TRANSIT AUTHORITY BOARD MEETING

Tuesday, July 19, 2011 1:30 p.m.

Mountain View Commons

1925 Blaine Street, Port Townsend, WA

## AGENDA

**Call to Order/Welcome**

**Public Comments**

**New Agenda Items**

- I. Finance Reports** Attachment
- II. Consent Agenda** Attachments
  - a. Approval of Minutes, June 21, 2011
  - b. Approval of Special Meeting Minutes, June 24, 2011
  - b. Approval of Special Minutes, June 28, 2011
  - c. Approval of Expenses, June 2011
- III. Old Business**
  - a. 30 Year Celebration
  - b. ATU #587 Represented Employee 2011-2013 Contract
- IV. New Business**
  - a. **Resolution 11-21:** CAC ad hoc committee
  - b. **Resolution 11-22:** Code of Conduct-Exclusion Order Policy
  - c. **Resolution 11-23:** Intent to Dispose of Surplus Personal Property
  - d. **Resolution 11-24:** Capitalized Asset Policy
- V. Staff Report**
  - a. Operations Manager
  - b. Fleet & Facilities Manager Report
- VI. Operating Report-Ridership**
- VII. CAC Report**
- VIII. Miscellaneous**

**Executive Session** per RCW 42.30.110 (1) (g) for Personnel Matters

**Adjournment**

Individuals requiring reasonable accommodation may request written materials in alternative formats, physical accessibility accommodations or other reasonable accommodation by calling (360) 385-4777 or 1-800-833-6388 (TDD /TTY).



## June 2011 Financial Summary

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Budget Tracking Figure: 50.00%

1. Operational Expenses:	\$287,313.91
Operational Income:	\$23,354.64
Non-Operational Income:	\$295,854.80
Capital Expenses:	\$1,490,561.11
Capital income :	\$1,474,128.23

2. Sales Tax Received 6/30/2011 for April:	\$172,294.86
Sales Tax Received 6/30/2010 for March:	\$154,076.61

\*\*Sales tax increased from prior year 11.824%\*\*

3. Cash on Hand:

Operating:	\$341,497.05
Capital Account:	(\$17,418.16) *see notation
Treasury Pool:	\$131,570.85

\*reconciled balance \$1,473,141.77 Difference is due to accrued capital expenditures.

Jefferson Transit  
Sales Tax Current & Prior Year Actual and Budget Variance Analysis  
Projection Year 2011

Month Received - Cash Basis (Cash Flow)

Month of Receipt	Tax Rate	2011	2010 Tax	2009 Tax	2011 Budget	2011 Actual to 2010 Variance	2011 Actual to Budgeted Variance
January	0.60%	\$158,497.64	144,356.76	160,431.42	168,832.00	8.81%	(6.12%)
February	0.60%	\$222,097.62	237,202.39	235,580.33	232,818.00	(6.41%)	(4.60%)
March	0.60%	\$152,221.21	140,635.54	183,483.21	141,000.00	6.31%	7.96%
April	0.60%	\$150,424.11	146,047.89	157,968.46	146,000.00	2.77%	3.03%
May	0.60%	\$191,817.93	193,190.62	189,212.05	193,000.00	(0.73%)	(0.61%)
June	0.60%	\$172,294.86	154,076.61	184,904.11	154,000.00	9.85%	11.88%
July	0.60%	\$0.00	157,223.48	170,343.72	157,000.00	0.00%	0.00%
August	0.60%	\$0.00	202,548.76	220,407.69	203,000.00	0.00%	0.00%
September	0.90%	\$0.00	190,292.86	199,897.06	285,000.00	0.00%	0.00%
October	0.90%	\$0.00	178,731.22	183,167.58	268,500.00	0.00%	0.00%
November	0.90%	\$0.00	221,741.13	226,716.42	339,000.00	0.00%	0.00%
December	0.90%	\$0.00	166,953.12	171,279.08	256,500.00	0.00%	0.00%
Total		1,047,353.37	2,133,000.38	2,283,391.13	2,544,650.00	0.00%	0.00%
Monthly Average		174,558.90	177,750.03	190,282.59	212,054.17		

Month Earned - Accrual Basis (Income Statement)

Month Recognized	Tax Rate	2011	2010 Tax	2009 Tax	2011 Budget	2011 Actual to 2010 Variance	2011 Actual to Budgeted Variance
January	0.60%	\$152,221.21	140,635.54	183,483.21	141,000.00	8.24%	7.96%
February	0.60%	\$150,424.11	146,047.89	157,968.46	146,000.00	3.00%	3.03%
March	0.60%	\$191,817.93	193,190.62	189,212.05	193,000.00	(0.71%)	(0.61%)
April	0.60%	\$172,294.86	154,076.61	184,904.11	154,000.00	11.82%	11.88%
May	0.60%	\$0.00	157,223.48	170,343.72	157,000.00	0.00%	0.00%
June	0.60%	\$0.00	202,548.76	220,407.69	203,000.00	0.00%	0.00%
July	0.90%	\$0.00	190,292.86	199,897.06	285,000.00	0.00%	0.00%
August	0.90%	\$0.00	178,731.22	183,167.58	268,500.00	0.00%	0.00%
September	0.90%	\$0.00	221,741.13	226,716.42	339,000.00	0.00%	0.00%
October	0.90%	\$0.00	166,953.12	171,279.08	256,500.00	0.00%	0.00%
November	0.90%	\$0.00	158,417.01	144,356.76	216,000.00	0.00%	0.00%
December	0.90%	\$0.00	222,097.62	237,202.39	355,500.00	0.00%	0.00%
Total		666,758.11	2,131,955.86	2,268,938.53	2,714,500.00	0.00%	0.00%
Monthly Average		166,689.53	177,662.99	189,078.21	226,208.33		

**Jefferson Transit Authority**  
**Revenue Statement - Accrual Basis**  
**For the Six Months Ending June 30, 2011**

	June	YTD	Budget	% of Actual vs. Budget
				<b>50.00%</b>
<b>OPERATING REVENUES</b>				
<b>Passenger Fares for Transit Services</b>				
Fixed Route Fares - East	\$16,234.42	\$71,630.36	\$152,000.00	47.13%
Fixed Route Fares - West - JTOC	160.82	1,937.82	4,050.00	47.85%
Dial-a-Ride Fares (DAR)	712.40	6,842.28	11,080.00	61.75%
Vanpools	6,182.00	35,248.00	72,000.00	48.96%
Extended Service			2,700.00	
<b>Auxiliary Transportation Revenues</b>				
Advertising Services		6,913.76	24,000.00	28.81%
Other Services Revenue	65.00	390.00	780.00	50.00%
<b>Total Operating Revenues</b>	<b>23,354.64</b>	<b>122,962.22</b>	<b>266,610.00</b>	<b>46.12%</b>
<b>NONOPERATING REVENUES</b>				
Nontransportation				
Rental of Vehicles		895.00		
Investment (Interest) Income	59.91	753.42	4,700.00	16.03%
Gain (Loss) on Disposition of Capital Items			3,000.00	
Public Donations			200.00	
Other Nontransportation Revenues		104.73	11,100.00	0.94%
<b>Taxes Levied Directly by Transit System - Sales &amp; Use Tax</b>	<b>218,406.89</b>	<b>1,026,758.11</b>	<b>(2,714,500.00)</b>	<b>(37.82%)</b>
<b>Local Grants and Contributions</b>				
JTOC	2,333.00	13,998.00	28,000.00	49.99%
WSTIP			2,500.00	
Miscellaneous			2,500.00	
<b>State Grants and Contributions</b>				
Rural Mobility Competitive	2,916.00	17,496.00	35,000.00	49.99%
Rural Mobility Transit Formula			62,743.00	
Special Needs	6,671.00	40,026.00	68,505.00	58.43%
RTAP			3,500.00	
<b>Federal Grants and Contributions (OPERATING)</b>				
Federal Grants and Contributions - FTA 5311	65,468.00	392,808.00	(785,628.00)	(50.00%)
<b>Capital Contributions - Local/State/Federal</b>				
<b>Total Nonoperating Revenues</b>	<b>295,854.80</b>	<b>1,492,839.26</b>	<b>(3,278,380.00)</b>	<b>(45.54%)</b>
<b>TOTAL REVENUES</b>	<b>319,209.44</b>	<b>1,615,801.48</b>	<b>(3,011,770.00)</b>	<b>(53.65%)</b>

**Jefferson Transit Authority**  
**Statement of Income (Loss) - Accrual Basis**  
**For the Six Months Ending June 30, 2011**

	June	YTD	Budget	% of Actual vs. Budget
<b>STATEMENT OF INCOME/(LOSS)</b>				<b>50.00%</b>
<b>Operating Revenues</b>	<b>\$23,354.64</b>	<b>\$122,962.22</b>	<b>\$266,610.00</b>	<b>46.12%</b>
<b>Operating Expenses</b>				
Labor	130,485.57	820,639.95	1,787,850.00	45.90%
Benefits	96,200.66	562,254.99	1,112,017.00	50.56%
Services and User Fees	11,315.29	111,822.95	280,848.00	39.82%
Materials & Supplies	36,275.57	233,819.57	514,752.00	45.42%
Utilities	4,311.59	32,308.30	65,270.00	49.50%
Casualty/Liability Costs	4,941.20	40,755.35	85,956.00	47.41%
Taxes	826.37	3,735.39	7,055.00	52.95%
Miscellaneous Expenses	1,948.27	18,286.96	50,581.00	36.15%
Leases and Rentals	1,009.39	2,221.17	13,453.00	16.51%
<b>Total Operating Expenses</b>	<b>287,313.91</b>	<b>1,825,844.63</b>	<b>3,917,782.00</b>	<b>46.60%</b>
<b>Operating Income (Loss)</b>	<b>(263,959.27)</b>	<b>(1,702,882.41)</b>	<b>(3,651,172.00)</b>	<b>46.64%</b>
<b>Non-Operating Revenues</b>				
Non-Transportatio Revenue	59.91	1,753.15	19,000.00	9.23%
Taxes Levied by Transit	218,406.89	1,026,758.11	(2,714,500.00)	(37.82%)
Local Grants & Contributions	2,333.00	13,998.00	33,000.00	42.42%
State Grants & Contributions	9,587.00	57,522.00	169,748.00	33.89%
Federal Grants & Contributions	65,468.00	392,808.00	(785,628.00)	(50.00%)
<b>Total Non-Operating Revenues</b>	<b>295,854.80</b>	<b>1,492,839.26</b>	<b>(3,278,380.00)</b>	<b>(45.54%)</b>
<b>Net Income (Loss) Before Transfers In/(Out)</b>	<b>31,895.53</b>	<b>(210,043.15)</b>	<b>(6,929,552.00)</b>	<b>3.03%</b>
<b>Net Income/(Loss)</b>	<b>31,895.53</b>	<b>(210,043.15)</b>	<b>(6,929,552.00)</b>	<b>3.03%</b>

**Jefferson Transit Authority**  
**Expense Statement - Accrual Basis**  
**For the Six Months Ending June 30, 2011**

	June	YTD	Budget	% of Actual vs. Budget
				<b>50.00%</b>
<b>OPERATING EXPENSES</b>				
<b>Labor</b>				
Operators Salaries & Wages - Fixed Route	\$49,271.75	\$302,809.73	\$639,425.00	47.36%
Operators Overtime - Fixed Route	1,539.04	26,258.12	71,048.00	36.96%
Operators Salaries & Wages - Dial-a-Ride (DAR)	11,858.74	73,542.69	154,057.00	47.74%
Operators Overtime - Dial-a-Ride (DAR)	359.28	5,513.11	10,710.00	51.48%
Other Salaries & Wages	32,169.68	210,593.75	523,771.00	40.21%
Other Overtime	1,425.09	10,257.42	18,997.00	53.99%
Administration Salaries	33,861.99	191,665.13	369,842.00	51.82%
<b>Benefits</b>				
FICA	13,124.73	71,134.32	154,229.00	46.12%
Pension Plans (PERS)	7,612.85	52,495.52	102,572.00	51.18%
Medical Plans	36,478.67	237,951.53	422,550.00	56.31%
Dental Plans	3,800.76	23,156.04	42,082.00	55.03%
Unemployment Insurance (UI)	2,431.49	2,431.49	3,240.00	75.05%
Workers' Compensation Insurance - Labor & Industries (L&I)	3,245.08	19,945.43	59,955.00	33.27%
Holiday	7,525.69	30,213.72	59,157.00	51.07%
General Leave	18,952.06	111,948.08	222,393.00	50.34%
Other Paid Absence (Court Duty & Bereavement)	1,276.95	5,976.03	4,400.00	135.82%
Uniforms, Work Clothing & Tools Allowance	1,673.18	5,948.23	14,675.00	40.53%
Other Benefits (HRA, EAP & Wellness)	79.20	1,054.60	26,764.00	3.94%
<b>Service and User Fees</b>				
Vanpool Services and Fees		60.00	3,500.00	1.71%
Advertising Fees	329.03	3,920.48	15,450.00	25.38%
Professional & Technical Services	4,145.60	64,086.60	115,800.00	55.34%
Temporary Help		690.99	40,998.00	1.69%
Contract Maintenance Services (IT Services)	2,938.28	18,757.34	37,000.00	50.70%
Custodial Services	130.00	160.00		
Security Services	339.69	1,303.49	5,100.00	25.56%
Vehicle Technical Services	980.19	8,151.27	27,750.00	29.37%
Property Maintenance Services	527.61	1,458.10	9,700.00	15.03%
Software Maintenance Fees	1,417.75	8,940.12	17,150.00	52.13%
Postage & Mail Meter Fees	98.56	2,153.08	3,600.00	59.81%
Drug & Alcohol Services	408.58	2,081.48	4,800.00	43.36%
Other Services & User Fees		60.00		
<b>Materials and Supplies Consumed</b>				
Fuel	37,658.94	180,567.19	315,502.00	57.23%
Tires	1,750.51	4,828.48	20,500.00	23.55%
Lubrication	(1,313.69)	7,080.38	10,000.00	70.80%
Tools	386.33	3,113.53	8,200.00	37.97%
Vehicle Maintenance & Repair Parts	(11,180.40)	5,237.72	76,500.00	6.85%
Non-Vehicle Maintenance & Repair Parts	106.15	1,342.24	15,500.00	8.66%
Vehicle Accessories		23.73	880.00	2.70%
Park & Ride Materials	140.13	1,224.75	2,000.00	61.24%
Shop Supplies (Maintenance & Cleaning)	2,915.71	10,386.11	20,500.00	50.66%
Safety & Emergency Supplies	68.36	1,141.55	5,250.00	21.74%
Office Supplies	790.13	7,952.01	16,970.00	46.86%
Computer Programs & Supplies		1,607.55	5,250.00	30.62%
Printing (Photocopier, Schedules & Brochures)	4,953.40	9,314.33	15,200.00	61.28%
Other Materials & Supplies			2,500.00	
<b>Utilities</b>				
Water, Sewer & Solid Garbage	1,055.48	6,420.57	13,850.00	46.36%
Utilities (Electrical & Propane)	997.34	10,442.54	19,500.00	53.55%
Telephone & Internet	2,258.77	15,445.19	31,920.00	48.39%
<b>Casualty and Liability Costs</b>				
Premiums for Public Liability & Property Damage Insurance	7,162.83	42,976.98	85,956.00	50.00%
Recoveries of Public Liability & Property Damage Settlements	(2,221.63)	(2,221.63)		
<b>Taxes</b>				
State Taxes	426.78	2,323.45	5,135.00	45.25%
Property Taxes		17.90	20.00	89.50%
Vehicle Licensing & Registration Fees		456.50	100.00	456.50%
Other Licensing Fees & Taxes	399.59	937.54	1,800.00	52.09%

**Jefferson Transit Authority  
Expense Statement - Accrual Basis  
For the Six Months Ending June 30, 2011**

	June	YTD	Budget	% of Actual vs. Budget
				<b>50.00%</b>
<b>Miscellaneous</b>				
Dues & Subscriptions	\$671.75	\$7,405.61	\$12,831.00	57.72%
Travel & Meetings	296.86	4,740.64	18,650.00	25.42%
Fines & Penalties	145.88	668.48		
Safety Program (Rodeo & Safety Rewards)			4,000.00	
Training (Classes, Seminars & Materials)	658.78	4,537.23	11,500.00	39.45%
EE CDL and EE Physical Expense	175.00	893.00	3,300.00	27.06%
Other Miscellaneous		42.00	300.00	14.00%
<b>Leases and Rentals</b>				
Transit Way & Passenger Stations		360.00	1,080.00	33.33%
Passenger Parking Facilities			1,056.00	
Maintenance Shops	157.61	157.61		
Other General Administration Facilities	851.78	1,703.56	11,317.00	15.05%
<b>TOTAL OPERATING EXPENSES</b>	<b>287,313.91</b>	<b>1,825,844.63</b>	<b>3,917,782.00</b>	<b>46.60%</b>

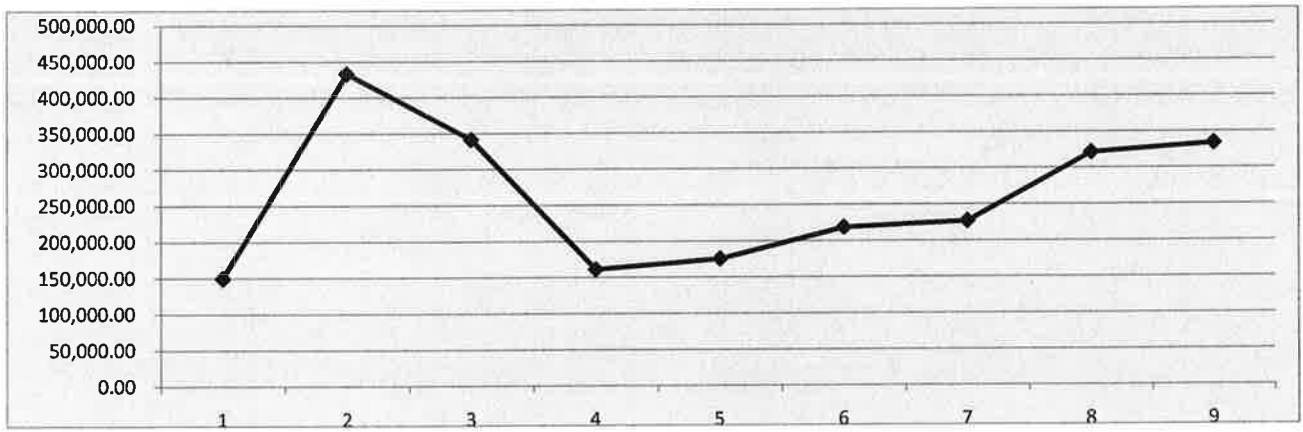
**Jefferson Transit Authority**  
**Statement of Cash Flows - Cash Basis**  
**For the Six Months Ending June 30, 2011**

	June	Year to Date
<b>STATEMENT OF CASH FLOWS</b>		
Operating Cash Provided (Used) by:		
Operating Activities	(\$321,268.31)	(\$1,836,146.42)
Non-Capital Financing Activities	\$1,653,378.17	\$3,399,983.18
Investing Activities	\$59.91	\$727.40
Total Operating Cash Provided (Used)	\$1,332,169.77	\$1,564,564.16
Capital Cash Provided (Used) by:		
Capital and Related Financing Activities	(\$1,492,664.46)	(\$1,494,424.27)
Net Increase (Decrease) Cash and Equivalent	(\$160,494.69)	\$70,139.89
Cash Balances - Beginning of Period	\$584,567.16	\$353,932.58
<b>CASH BALANCES - END OF PERIOD</b>	<b>\$424,072.47</b>	<b>\$424,072.47</b>



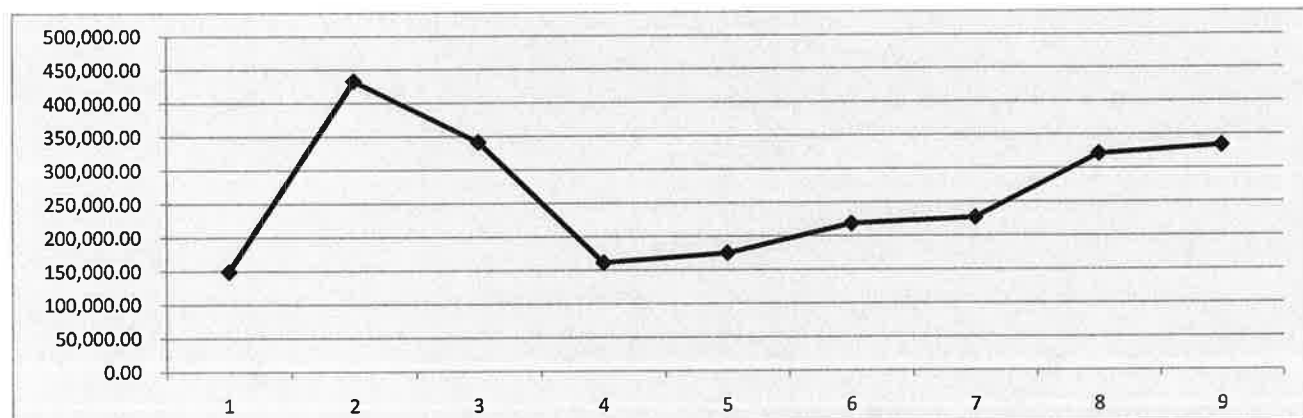
**JEFFERSON TRANSIT AUTHORITY**  
**Statement of Operating Revenues, Expenses and Nonoperating Revenues**  
**2011 Cashflow Projections based on Operating Budget**  
**Operating - Combined Departments**

	April	May	June	July	August	September	October	November	December
<b>INFLOW</b>									
Bank Balance as of end of March	282,973.31								
Operating Income	21,993.00	19,490.00	23,355.00	21,993.00	21,993.00	24,493.00	21,993.00	21,993.00	21,993.00
Sales Tax for Month	146,000.00	191,817.93	172,295.00	157,223.00	202,549.00	285,000.00	268,500.00	339,000.00	256,500.00
Quarterly Grant		348,821.92			135,000.00	78,333.00	78,333.00	78,333.00	78,333.00
<b>OUTFLOW</b>									
March Liabilities payable in April	(66,708.86)								
Payroll deductions - 3 payrolls	(27,750.00)								
Quarterly taxes	(15,000.00)			(15,000.00)			(15,000.00)		
Expected Current month expenses	(192,152.27)	(276,323.98)	(287,314.00)	(344,438.50)	(345,278.44)	(344,786.65)	(345,278.00)	(344,838.00)	(344,438.00)
Net Cash at month end	149,355.18	433,161.05	341,497.05	161,274.55	175,538.12	218,577.47	227,125.47	321,613.47	334,001.47



**CASH FLOW WITH CREDIT LINE IN PLACE**

Net Cash at month end	149,355.18	149,355.18	433,161.05	341,497.05	161,274.55	175,538.12	218,577.47	227,125.47	321,613.47
Net Inflow/Out flow for month		283,805.87	(91,664.00)	(180,222.50)	14,263.56	43,039.35	8,548.00	94,488.00	12,388.00
Use credit line									
Pay back credit line									
Net Cash at month end	149,355.18	433,161.05	341,497.05	161,274.55	175,538.12	218,577.47	227,125.47	321,613.47	334,001.47





# **Jefferson Transit Authority Board**

## **Meeting Minutes**

**Tuesday, June 21, 2011, 1:30 p.m.**

**Mountain View Commons**

**1925 Blaine St., Port Townsend, WA**

### **CALL TO ORDER/WELCOME**

The Meeting was called to order by Jefferson Transit Authority Board Chair Catharine Robinson at 1:31 p.m. Other members present were George Randels, David Sullivan, John Austin, Phil Johnson and Pam Thompson.

### **STAFF PRESENT**

Dan DiGuilio, Teresa Lange, Tammi Rubert, Ben Arnold, Natalie Patten, Lloyd Eisenman, Greg Prescott

### **CAC PRESENT**

Gerald Braude, John Reynaud

### **OTHERS PRESENT**

Robert Komishane, Brenda McMillan, Jack Range, Nicholas Johnson-PT Leader, Robert Eash-ATU 587

**Meeting went into Executive Session at 1:34pm for 30 minutes under RCW 42.30.110 (g) for Personnel matters.**

**Meeting came back into Regular Session at 2:03pm. No action was taken.**

### **PUBLIC COMMENT-started at 2:04 pm**

Jack Range commented that he is an investigator for the public defender's office. He came today to offer his support to Tammi Rubert's reworking of Jefferson Transit Exclusion order adjudication process. Mr. Range stated that no one is entitled to make the drivers and other passengers feel unsafe but at the same time he believes in giving people a second chance and in an equitable remedy for these dangerous situations that may arise on the buses. For the past 8 months he has been requesting records from JTA on orders of exclusion for passengers that have been banned from the buses. He stated he successfully worked with JTA to get a passenger back on the bus that had been permanently excluded. In his process he has found real issues with the Exclusion order. The first is the ability for the Transit Authority to exclude passengers permanently. The old guidelines state a passenger could be kicked off for a specified period of time and when looking at the exclusion orders, that date range has been crossed off and permanent ban was written in its place. By excluding these passengers it has a real detrimental effect on their lives. It limits their abilities to access vital services. Range stated that JTA needs to rework the program to shortcut the permanent

ban thing and work out a better adjudicated process. It shouldn't be 1 person making these decisions.

Brenda McMillian commented that she thinks the Summer Youth Passes cost too much. They were \$10 last year and \$20 this year. There should also be a family rate for families. McMillian also wanted to sing the praises of Mike Pollack. His work on the Hood Canal project was exceptional.

**Public Comment ended at 2:09pm**

## **NEW AGENDA ITEMS**

No new Agenda Items

## **FINANCE REPORT**

Lange presented the board members with a brief summary of financials for May: The budget tracking figure is at 41.65%. Operational Expenses for May were \$276,833.57 and operational income was \$19,490.41. Non operational income was at \$272,329.71. Sales tax revenues received in May for March were down .0071% from the same time last year. Cash on hand: \$433,161.05 in the Operating Account and \$130,944.01 in the Treasury Pool.

Lange discussed Finance documents presented in packet. Sales tax revenue spreadsheet shows that the March revenue is just under budget but is looking good. The cash flow spreadsheet shows that JTA is going to dip down to an uncomfortable low but will not need to access the line of credit at this time. Discussion regarding the cash flow and the current budget.

DiGuilio wanted to recognize Lange for all the work she has done on the budget and the Finances. It is Lange's hard work that has keep JTA from having to use the line of credit. Robinson stated that she echoes DiGuilio's gratitude.

## **CONSENT AGENDA**

### **a. Approval of Minutes, May 17, 2011**

- *Sullivan stated on Page 3, under board response to questions. The wording needs to be changed from Face to Faith.*
- *Robinson stated on Page 6, last bullet of the staff report, needs to be changed from run the meeting to represent management.*

### **b. Approval of Minutes, May 31, 2011**

- *Randels noted he is stated as present. He was not present.*

### **c. Approval of Expenses, April 2011**

- *Operating Checks 88963-89502: \$282,660.35 including payroll of \$143,341.51.*  
*Total Expenditures: \$282,660.35*

***Motion by Austin, seconded by Randels to approve the consent agenda with changes as noted. The motion passed unanimously.***

## OLD BUSINESS

a. Update on General Manager Recruitment

- DiGuilio stated that he put up a notice at the Boards request to do an in house search for a new General Manager. He received 3 applications by the deadline and he gave those applications to the Authority Board. Robinson stated that the Board met in Executive Session and has decided that they will interview the 3 candidates as soon as possible. Robinson stated the 3 candidates are Tammi Rubert, Mike Pollack and Lloyd Eisenman.

b. Clallam Transit Inter-local Agreement for West End Service

- DiGuilio stated that this is a renewal of an agreement that Jefferson Transit has had with Clallam Transit for service between Forks in Clallam County and Amanda Park in Grays Harbor County. This agreement states that Clallam Transit would pay Jefferson Transit \$30,000 for this service.

***Motioned by Austin, seconded by Johnson to authorize the General Manager to sign the Interlocal Agreement with Clallam Transit for West End Services. The motion passed unanimously.***

c. Clallam Transit Inter-local Agreement for West End Supervisor

- DiGuilio stated that this Inter-local Agreement is a partnership between JTA and CTS for an on-site supervisor of the Forks Base. Rubert stated that the Supervisor started on June 1<sup>st</sup> and has been very successful in this transition.
- Randels stated he is glad to see these Inter-locals with Clallam and Robinson agreed.

***Motioned by Randels, seconded by Johnson to authorize the General Manager to sign the Interlocal Agreement with Clallam Transit for Supervisor services. The motion passed unanimously.***

d. Update on the FTA Grant Activities

- DiGuilio presented the FTA Grant award letter for the 2011-2013 Biennium. Discussion regarding the correlation between 2009 and 2011 numbers. Robinson asked why Capital funds were not applied for. DiGuilio stated that the previous GM did not apply for them and that could have been because of the inability to come up with the match for Capital projects.

e. Update on Archeological Survey

- DiGuilio stated that an RFQ for an Archeological Survey was sent out and 5 applications came in. He is currently looking for an Archeologist to help review the applications. Discussion regarding who the PUD, City and County have used in the past.

## **NEW BUSINESS**

- a. Resolution 11-17: 2<sup>nd</sup> Amendment to GCA 6174
- DiGuilio stated that this is a Mobility Grant and when this position was changed from Grant funded to a full time employee it left funds available. This amendment transfers those funds so that they can be used on the Operating side of the grant.

***Motioned by Randels, seconded by Austin to approve Resolution 11-17. The motion passed unanimously.***

- b. Resolution 11-18: Authorize Finance manger to transfer funds
- DiGuilio stated that this authorizes Lange to transfer funds within the Bank of America and Jefferson County Treasurers accounts.

***Move by Austin, seconded by Johnson to approve Resolution 11-18. The motion passed unanimously.***

- c. Resolution 11-19: Designate Check Signers
- DiGuilio stated that this Resolution takes members of the Finance Department off the Check Signers registry and replaces them with Ben Arnold, Tammi Rubert, Dan DiGuilio and Rachel Katz.

***Move by Randels, seconded by Johnson to approve Resolution 11-19. The motion passed unanimously.***

- d. Resolution 11-20: Amended ADA Policy
- DiGuilio stated that the Agency is required to have an ADA Policy updated regularly. The changes to this policy are a listing of full fares, new mobility devices such as Segways, No Show Policy and a Travel Training Program.

***Move by Randels, seconded by Sullivan to approve Resolution 11-20 with Veterans Day added as a closed Agency day if approved in the next item. The motion passed unanimously.***

- e. Operations Proposal-Approve All Staff Training Day
- Rubert stated that Veterans Day was always utilized as an All Staff Training Day. This training day is an opportunity for the entire staff to come together and have updates about what is going on with Jefferson Transit, First Aid and other required certifications. The employees are paid straight pay and this training is mandatory. Austin asked about notification to the riders. Rubert stated that notice would go out in the paper and Rider Alerts. Discussion regarding what day of the week Veterans Day falls. Robinson stated that since it was a precedence for the past 8 years, it must work.

***Move by Austin, seconded by Johnson to approve staff to close for All Staff Training Day. The motion passed unanimously.***

## STAFF REPORT-Operations Manager

- Overall Ridership for the month of May is slightly down. There is no ridership listed for the month of May for the Forks site due to the staff changes.
- The new Summer Schedule starts July 3<sup>rd</sup>. New schedules are being currently being distributed.
- The Coast Guard has started a summer pilot project and will stack up pleasure boaters and open the Hood Canal Bridge from 3pm and 6pm from May 27<sup>th</sup> through September 30<sup>th</sup>. This would delay our 6pm #7 bus returning from Poulsbo. Rubert contacted Representative Van DeWege and the Coast Guard and requested they delay the opening by 5 minutes. They agreed and we have changed the schedule to leave 5 minutes earlier on this route.
- The #11 Shuttle route has been split up into two routes, A and B. The A route goes downtown then uptown. The B route will travel uptown then downtown. This was in response public interest and comments.
- The Castle Hill Connector will no longer access Hancock Street because it is being serviced by the #11 Shuttle twice an hour.
- Congratulations to Lloyd Eisenman. He attended the APTA North American Roadeo in Nashville, Tennessee. He placed 2<sup>nd</sup> in the 35 foot division and 4<sup>th</sup> place in Customer Service. Rubert asked Eisenman to explain what the Customer Service portion of the Roadeo means. Eisenman stated that you are placed in a mock bus and there is an audience of 60 people. "Riders" get on the bus with many different scenarios and you are rated on your Customer Service skills.
- Rubert stated that Forks Operator Darrell Finley went to the state competition and placed 6<sup>th</sup> place out of 80 for Body on Chasis.
- JTA is accident free in the month of May.
- JTA provided 2 additional Shuttles for the Saturday Rhody Parade and had an increase of 162 additional riders.

*Austin asked that signs be placed at the shuttle stops on Water Street to let riders know that the 2 new shuttles will not begin until July 3<sup>rd</sup>. Austin commented that he also rode the #7 route the previous week and there was only 1 seat left on the bus. He said that people who say there should be smaller buses on these routes are inaccurate.*

*Robinson asked Rubert if she has any feedback from the individuals who were looking for service to Indian Island on a Saturday. Rubert stated that 2 members of the Armed Services came in and they were given an overview of the system and schedules. They seemed pleased and confident that they could navigate around with that. Robinson asked about feedback from the drivers and Rubert stated she has heard of none and hasn't seen an increase in ridership in relation to this.*

*Randels questioned the hospital stop on Sheridan Street due to the new schedule. Rubert stated that the route was changed from the 7<sup>th</sup> street to 9<sup>th</sup> street in front of the cross walk. This stop is closer to the hospital. There is also still a stop at 10<sup>th</sup> and Sheridan.*

*Discussion regarding Charter Service. Randels referenced an article where Senator Patty Murray came to the aid of sports fans in Seattle, where Metro had been prohibited from having special Charter buses for sports. DiGuilio stated there is a Federal Rule preventing Transit systems from competing with private enterprise. Randels said If Senator Murray can get rid of the charter rule for sports fans, Indian Island should have direct service. He would like some more research and offered to draft a letter to the Senator.*

#### **STAFF REPORT-Fleet and Facilities Manager**

- The last week of May, JTA received 4 new Gillig Buses. One has been brought to the meeting for everyone to go look at.

*DiGuilio stated that there was roughly \$14,000 left in one of the bus grants and those funds were used to order new fare boxes. The boxes should be at JTA by the end of the month.*

*DiGuilio stated that The Union contract is in Seattle with the President of ATU. DiGuilio expects those to be back in time for the next meeting.*

*DiGuilio stated that Mason Transit has given JTA 2 Vans. They will be picked up by the end of the week. JTA is looking to use these in a new Community Van program because these buses do meet the requirements for this program.*

#### **CAC REPORT-Gerald Braude**

- Harold Craig and Roger Oster have turned in applications to join the CAC
- Rubert briefed everyone on the new routes
- Rubert asked for the CAC's help on tracking stops on the routes.
- The next meeting will be at the Skookum Center on June 6<sup>th</sup>.
- Braude commented that when he rides Island Transit everyone says there service is free because they get a subsidy from Whidbey Island's Military Base. He thinks this is something that should be looked into with Indian Island.

#### **MISCELLANEOUS**

*Discussion regarding possible dates for the General Manager interviews. The Board agreed on the 24<sup>th</sup> of June at 1pm with 1 hour interviews each. It will be an advertised Special Session.*

*Robert Eash, ATU 587 wanted it noted that the Union supported Lloyd Eisenman financially to go to the Rodeo. Robinson thanked the Union.*

#### **ADJOURNMENT**

The meeting was adjourned 3:10 p.m. The next Regular Meeting will be held at 1:30 p.m., July 19, 2011.

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Natalie Patten, Clerk of the Board

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Date



**JEFFERSON TRANSIT  
AUTHORITY BOARD MEETING  
Tuesday, June 24, 2011 1:30 p.m.  
Jefferson Transit Administration Offices  
1615 West Sims Way, Port Townsend, WA  
SPECIAL MEETING MINUTES**

**CALL TO ORDER**

The Meeting was called to order by Jefferson Transit Authority Board Chair Catharine Robinson at 1:10 p.m. Other members present were George Randels, David Sullivan, John Austin and Phil Johnson.

**STAFF PRESENT**

None

**OTHERS PRESENT**

None

**Robinson called the meeting into Executive Session to interview applicants for the General Manager Position under RCW 42.30.110 (1) (g) for 3 hours.**

**The meeting went into Executive Session at 1:15 pm**

Mike Pollack entered the Executive Session at 1:15pm

Mike Pollack exited the Executive Session at 2:00pm

Lloyd Eisenman entered the Executive Session at 2:15pm

Lloyd Eisenman exited the Executive Session at 3:10pm

Tammi Rubert entered the Executive Session at 3:15pm

Tammi Rubert exited the Executive Session at 4:15pm

**The Executive Session ended at 4:22pm. No action was taken.**

**The meeting Adjourned at 4:22pm.**

Attest:

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Natalie Patten-Clerk of the Board

**JEFFERSON TRANSIT  
AUTHORITY BOARD MEETING  
Tuesday, June 28, 2011 1:30 p.m.  
Jefferson Transit Administration Offices  
1615 West Sims Way, Port Townsend, WA  
SPECIAL MEETING MINUTES**

**CALL TO ORDER/WELCOME**

The Meeting was called to order by Jefferson Transit Authority Board Chair Catharine Robinson at 1:31 p.m. Other members present were George Randels, David Sullivan, John Austin and Phil Johnson.

**STAFF PRESENT**

Dan DiGuilio, Natalie Patten

**OTHERS PRESENT**

Nicholas Johnson-PT Leader, Charlie Bermant-Peninsula Daily News, Tom Thiersch, Judith Erickson

**PUBLIC COMMENT started at 1:31pm**

Judith Erickson stated she is a public citizen and came to see how the Transit Authority meetings went. Robinson stated that this meeting is a special meeting to discuss the General Manager recruitment and regular session meetings are at Mountain View Commons on the 3<sup>rd</sup> Tuesday of every month.

**Robinson called the meeting into Executive Session to discuss personnel matters under RCW 42.30.110 (g) for 1 hour with a possible decision. Bermant from the Peninsula Daily news discussed with Robinson whether he could call her after the meeting to find out if a decision was made. Robinson agreed.**

**The meeting went into Executive Session at 1:34pm**

**The Executive Session ended at 2:30pm and came back into open session.**

***Motion by Austin, seconded by Randels to authorize the chair to negotiate with Mike Pollack for the position of General Manager.***

- *Robinson added a friendly amendment to have a second board member to negotiate with her. Johnson volunteered as Vice Chair. Everyone agreed to add Johnson as the second member to negotiate.*

***Motion passed unanimously.***

- *Austin and Robinson agreed that there were three really good applicants and Robinson said that it's reassuring that there are such good personnel in the agency. Sullivan stated that culture of team work that is developing at Jefferson Transit is good and each one of the candidates is a part of it.*

**The meeting Adjourned at 2:23pm.**

Attest:

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Natalie Patten-Clerk of the Board

DETAILED TRIAL BALANCE BY PERIOD FOR 2011

Jefferson Transit Authority  
General Ledger

Ranges: From: To:  
Date: 6/1/2011 6/30/2011  
Account: 100-10110-00 100-10110-00

Subtotal By: Month  
Sorted By: Fund

Include: Posting

Account: 100-10110-00		Description: Cash - Operating		Beginning Balance:		\$415,394.46	
Trx Date	Jrnl No.	Orig. Audit Trail	Distribution Reference	Orig. Master Number	Orig. Master Name	Debit	Credit
6/2/2011	43,420	PMCHK00000903	Cash	89053	ADP		\$670.42
6/2/2011	43,421	PMCHK00000903	Cash	89054	Allied Industries		\$649.63
6/2/2011	43,422	PMCHK00000903	Cash	89055	Carl's Building Supply		\$11.79
6/2/2011	43,423	PMCHK00000903	Cash	89056	Cintas Corporation		\$262.50
6/2/2011	43,424	PMCHK00000903	Cash	89057	Daily Journal of Commerce		\$52.00
6/2/2011	43,425	PMCHK00000903	Cash	89058	GO USA		\$136.58
6/2/2011	43,426	PMCHK00000903	Cash	89059	Gillig Corporation		\$312.71
6/2/2011	43,427	PMCHK00000903	Cash	89060	Healthforce OccMed		\$100.00
6/2/2011	43,428	PMCHK00000903	Cash	89061	Integrity Systems LLC		\$1,718.75
6/2/2011	43,429	PMCHK00000903	Cash	89062	Insideout Solutions		\$400.00
6/2/2011	43,430	PMCHK00000903	Cash	89063	Lane, Alice		\$35.85
6/2/2011	43,431	PMCHK00000903	Cash	89064	Microsoft Business Solutions		\$3,702.94
6/2/2011	43,432	PMCHK00000903	Cash	89065	Manley Services		\$2,150.07
6/2/2011	43,433	PMCHK00000903	Cash	89066	Olympic Springs		\$19.18
6/2/2011	43,434	PMCHK00000903	Cash	89067	Office Depot		\$315.48
6/2/2011	43,435	PMCHK00000903	Cash	89068	Quayle, Casey		\$47.74
6/2/2011	43,436	PMCHK00000903	Cash	89069	R&B Supply Co		\$254.95
6/2/2011	43,437	PMCHK00000903	Cash	89070	Jessica Syska		\$30.00
6/2/2011	43,438	PMCHK00000903	Cash	89071	Verizon Wireless		\$662.65
6/2/2011	43,439	PMCHK00000903	Cash	89072	UniFirst Corporation		\$286.25
6/2/2011	43,440	PMCHK00000903	Cash	89073	WCIF C/O Benefit Solutions, Inc		\$88,318.60
6/2/2011	43,441	PMCHK00000903	Cash	89074	WA State Transit Association		\$185.00
6/2/2011	43,442	PMCHK00000903	Cash	89075	Wilcox & Flege!		\$30,724.60
6/2/2011	43,443	PMCHK00000903	Cash	89076	Westbay Auto Parts		\$15.83
6/3/2011	43,622	RMCSH00000215	Cash	PYMNT00001913	Jefferson Healthcare	\$56.00	
6/3/2011	43,624	CMTRX00001315	Bank Transaction Entry	RCT000002782	WSTIP	\$2,221.63	
6/7/2011	43,493	PMCHK00000905	Cash	89077	Jefferson Transit - Payroll		\$70,000.00
6/9/2011	43,495	PMCHK00000906	Cash	89078	Kitsap Bank		\$100.00
6/14/2011	43,623	RMCSH00000216	Cash	PYMNT00001914	St. Vincent de Paul	\$112.00	
6/14/2011	43,625	RMCSH00000216	Cash	PYMNT00001915	Port Angeles School District	\$32.00	
6/14/2011	43,626	RMCSH00000216	Cash	PYMNT00001916	Jefferson County Library	\$780.00	
6/14/2011	43,627	RMCSH00000216	Cash	PYMNT00001917	DSHS ESA Region 6 CSD-	\$24.00	
6/14/2011	43,628	RMCSH00000216	Cash	PYMNT00001918	Vanpool #201 Bob Shadbolt	\$865.00	
6/14/2011	43,629	RMCSH00000216	Cash	PYMNT00001919	Vanpool # 202 Doug Pierce	\$923.00	
6/14/2011	43,630	RMCSH00000216	Cash	PYMNT00001920	Vanpool #205 Doug Davidson	\$1,180.00	
6/14/2011	43,631	RMCSH00000216	Cash	PYMNT00001921	Vanpool #203 Rita Spalding	\$1,060.00	
6/14/2011	43,632	RMCSH00000216	Cash	PYMNT00001922	Vanpool #204 Chuck Deen	\$990.00	
6/14/2011	43,633	RMCSH00000216	Cash	PYMNT00001923	Vanpool #206 David Carrico	\$840.00	
6/14/2011	43,634	CMTRX00001316	Bank Transaction Entry	RCT000002783	CLALLAM TRANSIT	\$3,750.00	
6/14/2011	43,635	CMTRX00001316	Bank Transaction Entry	RCT000002784	PT PUBLISHING	\$542.50	
6/15/2011	43,560	PMCHK00000907	Cash	89079	A.T.U. Local #587		\$1,965.20
6/15/2011	43,561	PMCHK00000907	Cash	89080	A.T.U. Local #587 COPE		\$20.00
6/15/2011	43,562	PMCHK00000907	Cash	89081	A T & T		\$297.87
6/15/2011	43,563	PMCHK00000907	Cash	89082	ADP		\$406.69
6/15/2011	43,564	PMCHK00000907	Cash	89083	Becker, Ludwig		\$55.00
6/15/2011	43,565	PMCHK00000907	Cash	89084	Bondurant, Rob		\$92.34
6/15/2011	43,566	PMCHK00000907	Cash	89085	Broadstripe		\$137.37
6/15/2011	43,567	PMCHK00000907	Cash	89086	Brilliant Marketing Ideas		\$384.78
6/15/2011	43,568	PMCHK00000907	Cash	89087	Brinks Incorporated		\$201.69
6/15/2011	43,569	PMCHK00000907	Cash	89088	Bank of America		\$1,743.46
6/15/2011	43,570	PMCHK00000907	Cash	89089	Cintas Corporation		\$107.87
6/15/2011	43,571	PMCHK00000907	Cash	89090	Clallam Transit System		\$47.28
6/15/2011	43,572	PMCHK00000907	Cash	89091	City of Port Townsend		\$721.04

# DETAILED TRIAL BALANCE BY PERIOD FOR 2011

## Jefferson Transit Authority

6/15/2011	43,573	PMCHK00000907	Cash	89092	Dave Miller		\$79.24
6/15/2011	43,574	PMCHK00000907	Cash	89093	Commercial Brake & Clutch		\$423.08
6/15/2011	43,575	PMCHK00000907	Cash	89094	DM Disposal CO., INC		\$336.60
6/15/2011	43,576	PMCHK00000907	Cash	89095	Dex Media West		\$61.75
6/15/2011	43,577	PMCHK00000907	Cash	89096	DaimlerChrysler Commercial Buses North Am		\$233.71
6/15/2011	43,578	PMCHK00000907	Cash	89097	WA State Dept of Ecology		\$46.00
6/15/2011	43,579	PMCHK00000907	Cash	89098	Jefferson County Public Works		\$52.42
6/15/2011	43,580	PMCHK00000907	Cash	89099	First Choice Health		\$79.20
6/15/2011	43,581	PMCHK00000907	Cash	89100	HRA VEBA Trust		\$1,366.53
6/15/2011	43,582	PMCHK00000907	Cash	89101	Healthforce OccMed		\$50.00
6/15/2011	43,583	PMCHK00000907	Cash	89102	Insideout Solutions		\$20.00
6/15/2011	43,584	PMCHK00000907	Cash	89103	Annuity Premium Reserve Account		\$474.00
6/15/2011	43,585	PMCHK00000907	Cash	89104	Little, David		\$262.42
6/15/2011	43,586	PMCHK00000907	Cash	89105	Leader, The		\$349.50
6/15/2011	43,587	PMCHK00000907	Cash	89106	Michels, Susan		\$58.30
6/15/2011	43,588	PMCHK00000907	Cash	89107	Moerke, Linda		\$96.08
6/15/2011	43,589	PMCHK00000907	Cash	89108	Madrona Hill Urgent Care		\$159.00
6/15/2011	43,590	PMCHK00000907	Cash	89109	Office Depot		\$314.70
6/15/2011	43,591	PMCHK00000907	Cash	89110	Olympic Springs		\$10.82
6/15/2011	43,592	PMCHK00000907	Cash	89111	Powers, Edna		\$66.30
6/15/2011	43,593	PMCHK00000907	Cash	89112	Puget Sound Energy		\$997.34
6/15/2011	43,594	PMCHK00000907	Cash	89113	Peninsula Daily News		\$385.00
6/15/2011	43,595	PMCHK00000907	Cash	89114	Pettit Oil Company		\$9,843.61
6/15/2011	43,596	PMCHK00000907	Cash	89115	Pacific Office Equipment		\$278.78
6/15/2011	43,597	PMCHK00000907	Cash	89116	Quillayute Valley School		\$1,803.84
6/15/2011	43,598	PMCHK00000907	Cash	89117	Printery Communications		\$262.00
6/15/2011	43,599	PMCHK00000907	Cash	89118	Schetky Northwest Sales		\$97.72
6/15/2011	43,600	PMCHK00000907	Cash	89119	CASS/CADE Distributing INC.		\$209.38
6/15/2011	43,601	PMCHK00000907	Cash	89120	Interstate Battery Systems of Seattle		\$209.87
6/15/2011	43,602	PMCHK00000907	Cash	89121	Les Schwab Tire Center		\$469.54
6/15/2011	43,603	PMCHK00000907	Cash	89122	United Good Neighbors		\$14.10
6/15/2011	43,604	PMCHK00000907	Cash	89123	WA State Dept of Retirement Systems		\$11,106.57
6/15/2011	43,605	PMCHK00000907	Cash	89124	Westbay Auto Parts		\$439.02
6/17/2011	43,684	PMCHK00000908	Cash	89125	Department of Licensing		\$169.00
6/17/2011	43,685	RMCSH00000217	Cash	PYMNT00001924	Jefferson County Juvenile Serv.	\$60.00	
6/17/2011	43,686	RMCSH00000217	Cash	PYMNT00001925	DSHS ESA Region 6 CSD-	\$72.00	
6/17/2011	43,687	RMCSH00000217	Cash	PYMNT00001926	DCFS Tacoma	\$60.00	
6/21/2011	43,694	PMCHK00000909	Cash	89126	Jefferson Transit - Payroll		\$70,000.00
6/22/2011	43,698	PMCHK00000910	Cash	89127	Employment Security Department		\$2,577.37
6/23/2011	43,701	PMCHK00000911	Cash	89128	Trapeze Software Group		\$13,008.00
6/23/2011	43,702	PMCHK00000911	Cash	89129	Hadlock Days		\$45.00
6/27/2011	43,703	RMCSH00000218	Cash	PYMNT00001927	Olympic ESD 114	\$20.00	
6/27/2011	43,704	RMCSH00000218	Cash	PYMNT00001928	Olympic Community Action Programs	\$15.00	
6/27/2011	43,705	RMCSH00000218	Cash	PYMNT00001929	St. Vincent de Paul	\$44.00	
6/27/2011	43,706	RMCSH00000218	Cash	PYMNT00001930	Olympic Community Action Programs	\$284.00	
6/27/2011	43,707	CMTRX00001317	Bank Transaction Entry	RCT000002785	ST OF WASH	\$747,602.59	
6/27/2011	43,708	CMTRX00001318	Bank Transaction Entry	RCT000002786	QUINULT INDIAN NATION	\$3,250.00	
6/27/2011	43,716	RMCSH00000219	Cash	PYMNT00001931	Jefferson County Parks&Recreation	\$400.00	
6/27/2011	43,717	CMTRX00001326	Bank Transaction Entry	RCT000002794	STATE OF WASHINGTON	\$726,525.64	
6/28/2011	43,758	PMCHK00000913	Cash	89130	Action Communications, INC		\$86.96
6/28/2011	43,759	PMCHK00000913	Cash	89131	ADP		\$299.01
6/28/2011	43,760	PMCHK00000913	Cash	89132	Allied Industries		\$649.63
6/28/2011	43,761	PMCHK00000913	Cash	89133	AMSAN Olympic Supply		\$173.93
6/28/2011	43,762	PMCHK00000913	Cash	89134	CenturyLink		\$139.29
6/28/2011	43,763	PMCHK00000913	Cash	89135	City of Bellevue		\$1,500.00
6/28/2011	43,764	PMCHK00000913	Cash	89136	City of Port Townsend		\$123.00
6/28/2011	43,765	PMCHK00000913	Cash	89137	Cintas Corporation		\$519.93
6/28/2011	43,766	PMCHK00000913	Cash	89138	Central Welding Supply		\$90.60
6/28/2011	43,767	PMCHK00000913	Cash	89139	Cummins Northwest, INC		\$408.16
6/28/2011	43,768	PMCHK00000913	Cash	89140	Carl's Building Supply		\$67.26
6/28/2011	43,769	PMCHK00000913	Cash	89141	CASS/CADE Distributing INC.		\$59.21

# DETAILED TRIAL BALANCE BY PERIOD FOR 2011

## Jefferson Transit Authority

6/28/2011	43,770	PMCHK00000913	Cash	89142	Department of Labor and Industries	\$124.20
6/28/2011	43,771	PMCHK00000913	Cash	89143	Fleetpride	\$219.99
6/28/2011	43,772	PMCHK00000913	Cash	89144	Gillig Corporation	\$450.39
6/28/2011	43,773	PMCHK00000913	Cash	89145	Hanson Electric	\$2,907.73
6/28/2011	43,774	PMCHK00000913	Cash	89146	Healthforce OccMed	\$35.00
6/28/2011	43,775	PMCHK00000913	Cash	89147	Henery Hardware	\$179.56
6/28/2011	43,776	PMCHK00000913	Cash	89148	Jefferson County Fair	\$120.00
6/28/2011	43,777	PMCHK00000913	Cash	89149	IntelliSystems, Inc.	\$135.00
6/28/2011	43,778	PMCHK00000913	Cash	89150	LithtexNW	\$4,796.93
6/28/2011	43,779	PMCHK00000913	Cash	89151	Les Schwab Tire Center	\$1,794.42
6/28/2011	43,780	PMCHK00000913	Cash	89152	Office Depot	\$222.30
6/28/2011	43,781	PMCHK00000913	Cash	89153	Olympic Springs	\$75.00
6/28/2011	43,782	PMCHK00000913	Cash	89154	New Pig Corporation	\$509.78
6/28/2011	43,783	PMCHK00000913	Cash	89155	Pettit Oil Company	\$2,196.37
6/28/2011	43,784	PMCHK00000913	Cash	89156	Qwest WA	\$894.07
6/28/2011	43,785	PMCHK00000913	Cash	89157	QWEST AZ	\$105.37
6/28/2011	43,786	PMCHK00000913	Cash	89158	Quillayute Valley School	\$1,831.97
6/28/2011	43,787	PMCHK00000913	Cash	89159	Jessica Syska	\$130.00
6/28/2011	43,788	PMCHK00000913	Cash	89160	Trollsplinter, Sarah	\$77.45
6/28/2011	43,789	PMCHK00000913	Cash	89161	UniFirst Corporation	\$141.00
6/28/2011	43,790	PMCHK00000913	Cash	89162	Verizon Wireless	\$662.80
6/28/2011	43,791	PMCHK00000913	Cash	89163	WSTIP	\$100.00
6/28/2011	43,792	PMCHK00000913	Cash	89164	Westbay Auto Parts	\$107.68
6/28/2011	43,793	PMCHK00000913	Cash	89165	Zee Medical Service CO.	\$68.36
6/29/2011	43,808	RMCSH00000220	Cash	PYMNT00001932	Jefferson Healthcare	\$56.00
6/29/2011	43,912	CMTRX00001328	Bank Transaction Entry	WDL000002796	Capital Account	\$1,474,128.23
6/30/2011	43,817	RMCSH00000221	Cash	PYMNT00001933	DSHS ESA Region 6 CSD-	\$24.00
6/30/2011	43,818	RMCSH00000221	Cash	PYMNT00001934	Port Angeles School District	\$32.00
6/30/2011	43,819	RMCSH00000221	Cash	PYMNT00001935	DCFS PT	\$400.00
6/30/2011	43,820	CMTRX00001327	Bank Transaction Entry	RCT000002795	SALES TAX	\$172,294.86

Entries: 144

	June	Subtotals:	Net Change	Ending Balance		
			(\$155,414.26)	\$259,980.20	\$1,664,516.22	\$1,819,930.48
Account: 100-10110-00		Totals:	(\$155,414.26)	\$259,980.20	\$1,664,516.22	\$1,819,930.48

	Accounts	Beginning Balance	Net Change	Ending Balance	Debit	Credit
Grand Totals:	1	\$415,394.46	(\$155,414.26)	\$259,980.20	\$1,664,516.22	\$1,819,930.48

# DETAILED TRIAL BALANCE BY PERIOD FOR 2011

## Jefferson Transit Authority General Ledger

Ranges: From:  
 Date: 6/1/2011  
 Account: 100-10111-00

To:  
 6/30/2011  
 100-10111-00

Subtotal By:  
 Sorted By: Month  
 Fund

Include: Posting

Account: 100-10111-00		Description: Cash - PR EFT				Beginning Balance:		\$17,234.41	
Trx Date	Jrnl No.	Orig. Audit Trail	Distribution Reference	Orig. Master Number	Orig. Master Name		Debit		Credit
6/2/2011	43,709	CMTRX00001319	Bank Transaction Entry	RCT000002787	BRINKS		\$1,868.00		
6/2/2011	43,710	CMTRX00001320	Bank Transaction Entry	RCT000002788	BRINKS		\$1,294.50		
6/2/2011	43,922	CMTRX00001329	Bank Transaction Entry	RCT000002797	Fare Box		\$370.00		
6/3/2011	43,923	CMTRX00001329	Bank Transaction Entry	RCT000002798	Fare Box		\$1,513.39		
6/7/2011	43,711	CMTRX00001321	Bank Transaction Entry	RCT000002789	PAYROLL DEP		\$70,000.00		
6/8/2011	43,929	CMTRX00001330	Bank Transaction Entry	WDL000002804	Bank of America				\$25.00
6/8/2011	43,951	CMTRX00001333	Bank Transaction Entry	WDL000002807	ADP				\$63,533.78
6/9/2011	43,712	CMTRX00001322	Bank Transaction Entry	RCT000002790	BRINKS		\$2,821.00		
6/10/2011	43,924	CMTRX00001329	Bank Transaction Entry	RCT000002799	Fare Box		\$750.94		
6/10/2011	43,930	CMTRX00001331	Bank Transaction Entry	5000	Alice Lane				\$946.77
6/10/2011	43,931	CMTRX00001331	Bank Transaction Entry	5001	Alice Lane				\$203.43
6/10/2011	43,932	CMTRX00001331	Bank Transaction Entry	5002	Raymond Larsen				\$1,088.69
6/10/2011	43,933	CMTRX00001331	Bank Transaction Entry	5003	John Maden				\$1,369.53
6/10/2011	43,934	CMTRX00001331	Bank Transaction Entry	5004	Timothy Nolan				\$1,450.72
6/10/2011	43,935	CMTRX00001331	Bank Transaction Entry	5005	Perry Underdahl				\$1,243.49
6/10/2011	43,936	CMTRX00001331	Bank Transaction Entry	5006	Janice Baker				\$1,373.75
6/10/2011	43,937	CMTRX00001331	Bank Transaction Entry	5007	Troy McKelvey				\$1,069.44
6/10/2011	43,938	CMTRX00001331	Bank Transaction Entry	5008	Corinna Boyd				\$1,829.04
6/16/2011	43,713	CMTRX00001323	Bank Transaction Entry	RCT000002791	BRINKS		\$1,944.00		
6/17/2011	43,925	CMTRX00001329	Bank Transaction Entry	RCT000002800	Fare Box		\$753.34		
6/21/2011	43,714	CMTRX00001324	Bank Transaction Entry	RCT000002792	PAYROLL DEP		\$70,000.00		
6/23/2011	43,715	CMTRX00001325	Bank Transaction Entry	RCT000002793	BRINKS		\$2,074.00		
6/23/2011	43,928	CMTRX00001330	Bank Transaction Entry	WDL000002803	Bank of America				\$25.00
6/23/2011	43,949	CMTRX00001332	Bank Transaction Entry	WDL000002805	ADP				\$789.46
6/23/2011	43,950	CMTRX00001333	Bank Transaction Entry	WDL000002806	ADP				\$61,690.69
6/23/2011	43,952	CMTRX00001334	Bank Transaction Entry	WDL000002808	ADP				\$789.46
6/24/2011	43,926	CMTRX00001329	Bank Transaction Entry	RCT000002801	Fare Box		\$769.97		
6/24/2011	43,939	CMTRX00001331	Bank Transaction Entry	5009	Alice Lane				\$1,123.89
6/24/2011	43,940	CMTRX00001331	Bank Transaction Entry	5010	Alice Lane				\$97.69
6/24/2011	43,941	CMTRX00001331	Bank Transaction Entry	5011	Raymond Larsen				\$1,130.13
6/24/2011	43,942	CMTRX00001331	Bank Transaction Entry	5012	John Maiden				\$1,269.58
6/24/2011	43,943	CMTRX00001331	Bank Transaction Entry	5013	Timothy Nolan				\$1,131.76
6/24/2011	43,944	CMTRX00001331	Bank Transaction Entry	5014	Perry Underdahl				\$1,274.43
6/24/2011	43,945	CMTRX00001331	Bank Transaction Entry	5015	Janice Baker				\$1,208.14
6/24/2011	43,946	CMTRX00001331	Bank Transaction Entry	5016	Troy McKelvey				\$1,333.60
6/24/2011	43,947	CMTRX00001331	Bank Transaction Entry	5017	Corinna Boyd				\$1,827.92
6/24/2011	43,948	CMTRX00001331	Bank Transaction Entry	5018	George Randels				\$41.51
6/30/2011	43,927	CMTRX00001329	Bank Transaction Entry	RCT000002802	Fare Box		\$1,950.00		
6/30/2011	43,953	CMADJ00000415	Reconcile Bank Statement	INT000002809	Reconciliation Adjustment		\$0.25		
Entries: 39						Net Change	Ending Balance		
		June Subtotals:				\$8,242.49	\$25,476.90	\$156,109.39	\$147,866.90
Account: 100-10111-00		Totals:				\$8,242.49	\$25,476.90	\$156,109.39	\$147,866.90

	Accounts	Beginning Balance	Net Change	Ending Balance	Debit	Credit
Grand Totals:	1	\$17,234.41	\$8,242.49	\$25,476.90	\$156,109.39	\$147,866.90



*Agenda Item 3a.*

*Meeting Date:* July 19, 2011

*Subject:* 30 Year Celebration

*Prepared By:* Natalie Patten

*Approved By:* \_\_\_\_\_


**Summary:** Jefferson Transit Authority will be celebrating their 30 years of service on Friday, July 22<sup>nd</sup> at 1pm at the hub of our operations, Haines Place Park and Ride. The following ad was placed in the local newspapers inviting the public to come and join us for this festive event. JTA staff looks forward to seeing everyone there.


**Help us Celebrate**


**30 years**  
**of great service!**

**FREE EVENT** at  
Haines Place Park & Ride  
Friday, July 22  
1:00 pm

Enter the  
**Drawing**  
to win a free one year  
Jefferson Transit  
Bus Pass

 **Jefferson Transit**  
**360-385-4777**

  
Peter Badame, First General Manager of  
Jefferson Transit 1981





## AMALGAMATED TRANSIT UNION LOCAL 587

2815 Second Avenue, Suite 230  
Seattle, Washington 98121  
Telephone (206) 448-8588  
Fax: (206) 448-4482  
1-800-847-4696



AFFILIATED WITH  
AFL-CIO  
WASHINGTON STATE  
LABOR COUNCIL  
KING COUNTY  
LABOR COUNCIL  
OLYMPIC  
LABOR COUNCIL  
NORTHWEST JOINT  
CONFERENCE BOARD  
AMALGAMATED  
TRANSIT UNION  
LEGISLATIVE COUNCIL  
KING COUNTY  
COALITION OF UNIONS

July 5, 2011

Dan DiGuilio  
Interim General Manager  
Jefferson Transit Authority

Dear Dan:

Enclosed please find four signed copies of the recently ratified labor agreement between Jefferson Transit Authority and Amalgamated Transit Union, Local 587 for the period January 1, 2011 through December 31, 2013. Please sign and return two of the copies for our records.

Thank you for your attention to this matter.

Sincerely,

Paul J. Bachtel  
President / Business Representative  
Amalgamated Transit Union, Local 587

PJB/sc  
Opeiu8afclcio

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Recording Secretary  
Correspondent to "In Transit"  
jyoungrecsec@atu587.com



**AGREEMENT BETWEEN  
AMALGAMATED  
TRANSIT UNION,  
LOCAL 587  
AND  
JEFFERSON TRANSIT  
AUTHORITY**

January 1, 2011, through December 31, 2013



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## **PREAMBLE AND DEFINITIONS**

This AGREEMENT is made and entered this day between the Jefferson County Public Transportation Benefit Authority, hereinafter known as the "EMPLOYER", and the Amalgamated Transit Union, Local 587, hereinafter known as the "UNION", and the successors and assigns of each.

The parties agree that the term "Employee" whenever used, whether singular or plural, means and applies to those Employees of the EMPLOYER included within the Bargaining Unit, and that this AGREEMENT covers only those Employees.

The parties agree that the term "their" whenever used, whether singular or plural, means and applies to all Employees, regardless of gender.

## **PURPOSE OF THE AGREEMENT**

The purpose of this AGREEMENT is to encourage a spirit of helpful cooperation between the EMPLOYER and the Employees to their mutual advantage and that of the public. This AGREEMENT shall define the working relationship between the EMPLOYER and the UNION concerning wages, hours, grievance procedures, and working conditions. It shall reflect the mutually agreed upon Core Values of Acknowledgment, Support, Accountability, Shared Responsibility, Communication, and Professionalism in its wording and use. It is recognized that no provision of this AGREEMENT is intended to violate any requirement or rule established by law including, but not limited, to RCW Chapter 36.57A (Public Transportation Benefit Areas), RCW Title 41 (Public Employment, Civil Service and Pensions), and the Americans With Disabilities Act.

No modification, alteration or revision of this AGREEMENT shall be made unless first reduced to writing and signed by the EMPLOYER and the UNION.

## **ARTICLE I — RECOGNITION**

### **Section 1. Sole Bargaining Representative**

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining representative for Employees working in the job classifications in Article VI.

### **Section 2. Excluded Employees**

Except those Employees working in job classifications listed in Article VI, all employees, including, but not limited to, Supervisors, confidential employees, employees hired for a specific period of time under specific federal or state government act funding, and temporary employees are specifically excluded. Supervisory personnel shall not perform bargaining unit work.

### **Section 3. Temporary Employees**

An employee shall be considered to be a temporary employee if their scheduled period of employment is not more than one period of up to one-hundred thirty five (135) continuous days from the first instance of in-service, solo operation for Transit Operators, and ninety (90) continuous days per year from date of hire for all other classifications.

### **Section 4. Regular Employees**

An employee shall be considered a regular Employee if their scheduled period of employment is more than the period stated in Section 3 above, except for those Employees excluded by Section 2 above.

## ARTICLE II — NON-DISCRIMINATION

### Section 1. Union Membership

The EMPLOYER and the UNION agree that no Employee shall be discriminated against because of UNION membership or non-membership.

### Section 2. Personnel Policy

- A. Personnel policies concerning hiring and placement, conditions and privileges of employment, compensation, training, tuition aid, promotions, transfers, demotions, benefits and other related programs are administered on a merit basis without regard to race, creed, color, gender, sexual orientation, national origin, disability, or liability for service in the Armed Forces of the United States. Jefferson Transit Authority and the UNION pledge to comply with the Civil Rights Act of 1964 as amended, the Equal Employment Opportunity Act of 1972, the state law against discrimination, and any similar or related federal and state laws and regulations which prohibit discrimination based on race, creed, color, religion, national origin, age, gender, sexual orientation, or disability, except as specifically exempted by a bona-fide occupational qualification. Any employee of Jefferson Transit Authority who obstructs this policy with respect to equal employment opportunity will be subject to disciplinary action.
- B. Jefferson Transit's personnel policy considers all types of harassment to be a form of discrimination, which will not be tolerated by the EMPLOYER. Harassment is defined as a deliberate or repeated behavior, unsolicited and unwelcome, that is verbal or nonverbal and that disturbs, threatens, pesters, torments, annoys, badgers, teases, baits, taunts, insults, distresses, or vexes another person where such conduct has the purpose or effect of creating an offensive, intimidating, degrading, or hostile environment or interferes with or adversely affects a person's performance.
- C. Sexual harassment is a form of sexual discrimination and is an unlawful practice under Title 7 of the 1964 Civil Rights Act. Sexual harassment is defined as deliberate or repeated behavior of a sexual nature which is unwelcome. It can include verbal behavior such as unwanted sexual comments, suggestions, obscenities, jokes, or pressure for sexual favors; nonverbal behavior such as suggestive looks or leering; or physical behavior such as pats or squeezes or repeated brushing against someone's body.



## **ARTICLE III — UNION SECURITY**

### **Section 1. Application for Union Membership**

All regular Employees within the scope of this AGREEMENT shall make application to become members of the UNION within thirty-one (31) days after their date of employment to a regular position unless otherwise restricted by law; provided that the above requirement shall be satisfied by the payment of an amount equivalent to initiation fees and regular UNION dues to a non-religious charity or other charitable organization mutually agreed upon by the EMPLOYER and the UNION where the Employee is a member of a church or religious body whose bona-fide religious tenants or teachings denies UNION membership. The Employee shall furnish written proof that such payment has been made.

### **Section 2. Failure to Maintain Membership**

Failure of any Employee to apply for and maintain a good standing membership in accordance with Section 1 of this Article shall constitute cause for dismissal; however, the EMPLOYER has no duty to act until the UNION makes a written request for discharge and verifies that the Employee received written notification of the delinquency, including the amount owing and method of calculation, and that nonpayment within seven (7) days will result in discharge by the EMPLOYER.

### **Section 3. Collection of Dues**

The EMPLOYER agrees to deduct in the manner provided by law, the regular initiation fee, regular monthly dues, and assessments uniformly required of members of the UNION. The amounts deducted shall be transmitted monthly to the UNION on behalf of the Employees involved. Authorization by the Employee shall be on a form approved by the parties hereto and may be revoked by the Employee upon written request.

### **Section 4. Hold Harmless from Liability**

The UNION agrees to defend, indemnify, and hold the EMPLOYER harmless from any and all liabilities resulting from compliance or noncompliance with the provisions of this Article.

### **Section 5. List of New or Terminating Employees**

The EMPLOYER agrees to furnish the UNION with the names of all new Employees and a list of all terminating Employees that are covered by this AGREEMENT.

## **ARTICLE IV — UNION ACTIVITIES**

### **Section 1. Union Insignia**

Employees who are members of the UNION shall be permitted to wear, while on duty, the standard type of UNION button, or patch prescribed by their International organization. Such insignia shall be worn on the right portion of a uniform item. Additionally, the UNION pin may be worn on the uniform hat.

### **Section 2. Union Business**

No UNION member or officer shall conduct UNION business on EMPLOYER time without permission.

### **Section 3. Access to Premises**

The EMPLOYER agrees to permit duly authorized representatives of the UNION to have access to the EMPLOYER'S premises for the purpose of adjusting grievances or conferring with other UNION members subject to security regulations, provided that such representatives notify the EMPLOYER of the reason for their presence, and do not interfere with the EMPLOYER'S operations.

## **ARTICLE V — RIGHTS OF THE PARTIES**

The responsibility to manage the affairs of the Jefferson Transit Authority is vested exclusively in the EMPLOYER, limited only by the specific terms and conditions of this AGREEMENT. That responsibility includes but is not limited to plan, direct, and control all operations and services; to determine methods, means, and number of personnel by which such operations and services are conducted; to assign and distribute work, to hire, discharge, suspend, promote, demote, reward, discipline, or relieve Employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to implement new, revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.

## ARTICLE VI — WAGES

### Section 1. Base Wages

Base wages for Employees in the bargaining unit shall be in accordance with the following schedule.

Classification	Wage Rate and Effective Date		
	1/1/2011	1/1/2012	1/1/2013
Dispatcher	\$24.51	24.75	25.62
Facility Maintenance Worker	\$16.97	17.14	17.74
Field Supervisor	\$24.51	24.75	25.62
Lead Mechanic	\$26.14	26.40	27.32
Maintenance Cleaner	\$14.73	14.88	15.40
Maintenance Clerk	\$16.06	16.22	16.79
Maintenance Service Worker	\$19.68	19.88	20.57
Mechanic	\$23.33	23.56	24.38
Mechanic I	\$20.91	21.12	21.86
Transit Operator	\$21.31	21.52	22.27

### Section 2. Pay Steps.

Pay Steps for all Employees will progress as follows:

Step A	Hire - 6 months	90% of the base wage
Step B	6 months - 1 year	92% of the base wage
Step C	1 year - 2 years	94% of the base wage
Step D	2 years - 3 years	96% of the base wage
Step E	3 years - 4 years	98% of the base wage
Step F	Over 4 years	100% of the base wage

### Section 3. Instructor Pay

Employees, qualified and selected by the EMPLOYER to perform instructional duties, shall receive one hundred ten percent (110%) of their current wage for all time spent performing instruction. Employees who perform route familiarization duties shall receive one hundred five percent (105%) of their current wage for all time spent performing these duties.

#### **Section 4. Longevity Pay**

A. Employees shall receive an hourly longevity bonus as follows:

- Beginning of the 5th year, \$.20/hour
- Beginning of the 10th year, \$.20/hour
- Beginning of the 15th year, \$.20/hour
- Beginning of the 20th year, \$.20/hour
- Beginning of the 25th year, \$.20/hour

All increases are cumulative.

B. The anniversary date for all Employees for determining longevity pay shall be the Employee's first date of employment in a regular position. Longevity pay is based upon service from the date of employment, less any layoff or a leave of absence of thirty (30) or more consecutive calendar days.

C. Separation from employment and re-employment more than thirty (30) days later shall establish the anniversary date based upon the date of reemployment except in the event of layoff as outlined in this AGREEMENT.

#### **Section 5. Full-Time and Part-Time Work Assignments**

A. Work assignments shall be classified as either part-time or full-time. Full-time work shall be considered any work assignment thirty (30) or more hours per week.

B. No more than ten percent (10%) of work assignments in any job classification shall be part-time.

#### **Section 6. Transition between Classifications**

A. Employees transitioning between classifications shall be paid either their previous base wage rate or the entry level wage rate for the new classification, whichever is higher, through the entire wage progression for the new classification. Pay for work that provides lunch and break relief for another classification does not apply to this Section.

## **ARTICLE VII — HOURS OF WORK AND OVERTIME**

### **Section 1. Work Week**

The work week shall commence at 12:01 a.m. Sunday and end at midnight Saturday. There shall be two (2) scheduled consecutive days off regardless of how the days fall within the above work week, unless consecutive days off are waived by mutual agreement.

### **Section 2. Overtime and Compensation for Overtime**

Overtime shall be defined as work performed in excess of forty (40) hours within the work week. All overtime shall be compensated at the rate of time-and-one-half (1-1/2) the Employee's base rate of pay. Only hours worked shall be considered toward overtime payment. Hours paid for holiday, general leave, sick leave, bereavement leave, or any other time paid for hours not actually worked will not be counted towards overtime.

### **Section 3. Spread Time**

Any time worked in excess of eleven and one-half (11-1/2) hours from the start of the regular workday that would not fall under the regular overtime provisions of this AGREEMENT shall be paid at the rate of time-and-one-half (1-1/2) for the time in excess of eleven and one-half (11-1/2) hours.

### **Section 4. Pyramiding of Rates**

Whenever two or more overtime rates may appear to be applicable to the same hour or hours worked by an Employee, there shall be no pyramiding or adding together of such overtime rates, and only the higher of an Employee's applicable rates shall apply.

### **Section 5. Work Trades**

Employees are not permitted to trade shifts within classifications or across classifications.

## ARTICLE VIII — HEALTH INSURANCE PROGRAMS

### Section 1. Health Insurance Programs

- A. The EMPLOYER agrees to provide a medical insurance program, including chiropractic coverage, a dental insurance program, a vision insurance program, and a life insurance program, with a percentage of the premium paid by the EMPLOYER based on the following conditions:
- 1) All Employees hired before January 1, 2011, and working twenty (20) or more hours per week shall be covered for one hundred percent (100%) of the health insurance premium, and their dependents would be covered for sixty seven percent (67%) of the premium.
  - 2) Employees hired after January 1, 2011, would be classified as part-time or full-time for the purposes of determining Employee co pay.
    - a. As of January 1, 2011, full time new Employees would be covered at 90% and their dependents at 62%.
    - b. As of January 1, 2011, part time new Employees would be covered at 85% and their dependents at 50%.
- B. New regular Employees will be enrolled in the EMPLOYER'S health insurance programs after the first full month of employment. For example an Employee hired January 1 will be enrolled in the available health insurance programs March 1.
- C. Jefferson Transit Authority has established a Variable Employee Benefit Association (VEBA) account. Each pay period the EMPLOYER shall contribute a sum equal to the Employee's co-pay, as defined above in paragraph A, into each Employee's VEBA Account.
- D. In addition, Jefferson Transit Authority has established a Health Reimbursement Account (HRA) for each eligible Employee. On January 1 of each year, Jefferson Transit Authority will deposit five hundred dollars (\$500) into the account of each eligible Employee. The Employee will be eligible for reimbursement for all health related expenses as defined by IRS Code § 213. The balances left in the account at the end of each year may be rolled over to the next year. In any given year, the total accumulated in the account cannot exceed one thousand seven hundred fifty dollars (\$1,750). On December 31 of each year all accumulated balances over one thousand two hundred fifty dollars (\$1,250) will be transferred to the Employee's VEBA account. The use of the health benefits account applies only to Employees and their family members who are covered under the EMPLOYER'S health insurance plans. The HRA account is available to new regular Employees the first full month after completing the probationary period. Once the probationary period is completed the Employee will receive one-twelfth (1/12) of five hundred dollars (\$500) for each month left in the year. For example, an Employee hired January 1, 2011, will be eligible for HRA monies August 1, 2011, for the amount of two hundred eight dollars and thirty three cents (\$208.33).
- E. For members of the bargaining unit who are considered Highly Compensated Individuals under Code Section 105(h), the Employee shall be determined under the same terms and conditions as non-bargaining unit employees. The EMPLOYER and the UNION acknowledge that this is presently twenty cents (\$0.20) times hours paid.

For all bargaining unit Employees who are not treated as Highly Compensated Individuals the cost shall be one percent (1.0%) multiplied by the Employee's hourly step rate multiplied by hours paid deducted each pay period.

For purposes of determining whether an Employee is Highly Compensated, the Employer agrees to use calendar year compensation as described in Treas. Reg. 1.105-11(d) for fiscal year HRA plans.

- F. No change in any benefit levels shall be made unless first reduced to writing and negotiated with the UNION.
- G. The EMPLOYER may offer upgrade packages to the basic medical/dental/vision plan offered to Employees. Consistent with the rules established by the insurance carrier, any Employee may choose an upgrade package. The EMPLOYER will maintain dollar coverage equal to the basic plan.

## **Section 2. State Industrial Insurance Program**

The EMPLOYER agrees to assign light duty, if available, to those Employees, who are, in the judgment of the EMPLOYER, able to perform light duty safely, who would be absent due to illness or injury which is covered by State Industrial Insurance. The EMPLOYER reserves the right to self-insure in place of the State Industrial Insurance Program (Title 51.RCW).

## **Section 3. Termination of Benefits**

Any Employee who has been in an unpaid status for a period of twelve (12) consecutive months will no longer be eligible for EMPLOYER-paid premiums under the provision of this AGREEMENT. Time spent by an Employee on light duty assignments will not be counted against, nor will it restart, the twelve-month window.

## **Section 4. Joint Medical Insurance Benefit Committee**

A Joint Medical Insurance Benefit Committee shall be formed and shall meet twice each year, in August of each year and the following March, or when requested by either the UNION or Jefferson Transit Authority. The committee shall consist of the General Manager and the ATU member of the Jefferson Transit Authority Board and one additional person appointed by each of the parties named above (one represented Employee and one non-represented employee). Duties of the Committee shall be to strive to obtain the best medical plan available.



## **ARTICLE IX — GENERAL LEAVE**

### **Section 1. Accrual of General Leave**

A. General leave shall accrue as of the first day of each month as follows:

**Months of Service Accrual Rate (according to the terms of Section 2, paragraph D below)**

- One (1) thru sixty (60) months: Hours paid or regular hours worked times .0962 (see Section 2, paragraph E.)
- Sixty one (61) thru one hundred twenty (120) months: Hours paid or regular hours worked times .1154 (see Section 2, paragraph E.)
- One hundred twenty one (121) months: and up Hours paid or regular hours worked times .1346 (see Section 2, paragraph E.)

B. The anniversary date for determining general leave accrual shall be the Employee's first date of employment in a regular position. Accrual rate is based upon service from the date of employment, less any layoff or a leave of absence of thirty (30) or more consecutive calendar days.

C. The maximum general leave balance carried forward at the end of any calendar year shall be five hundred twenty (520) hours. Employees who have accumulated in excess of five hundred twenty (520) hours of general leave will receive a transfer of that excess at the Employee's December 31 pay rate, into the Employee's VEBA account, no later than January 31 of the following year.

### **Section 2. Crediting of Earned General Leave**

Accrued general leave shall be credited as earned general leave for each regular hour worked, in accordance with the above schedule, except that earned general leave may not be taken by a new hire Employee until successful completion of their initial probationary period except under the provisions of use of unplanned general leave.

A. General Leave shall not accrue during leaves of absence without pay or layoffs.

B. Accrued general leave balance at time of separation from service will be contributed to the Employee's VEBA account.

C. Alternatively, if an Employee gives written notice to agree voluntarily to separate from employment with EMPLOYER, the Employee will be granted a leave of absence ending on the agreed separation date. The Employee will use their accrued general leave at forty (40) hours per week until leave is gone. This leave of absence will be with pay but excludes benefits and general leave accrual on hours paid.

D. The EMPLOYER and the UNION agree that it is in the best interest of both parties to provide an opportunity for represented Jefferson Transit Authority Employees who are in laid-off status to be given the opportunity to have their accrued general leave held on the books and not transferred to their VEBA accounts for the duration of their recall status, according to the following terms:

- 1) The laid-off employee must request, in writing, that they wish to exercise their option to retain general leave on Jefferson Transit Authority's books while in a recall status after being laid off.
  - 2) The rate used for transfer of the general leave balance to the Employee's VEBA account will be the rate in effect on the Employee's last day as a regular Jefferson Transit Authority Employee.
- E. Employees hired before January 1, 2011, will be credited general leave for each regular hour worked for a period of two (2) years beginning January 1, 2011. Credit of earned general leave then reverts to each hour paid on January 1, 2013. Employees hired after January 1, 2011, will be credited general leave for each regular hour worked for the duration of their employment at Jefferson Transit Authority.

### **Section 3. General Leave Selection**

- A. The number of Employees on general leave at any one time shall be regulated by the EMPLOYER.
- B. General leave for a partial day off will not be taken for less than two (2) hours, or the time that the Employee is off work, whichever is greater.
- C. General Leave for a full day off will be paid at the shift bid length, however, Extra-Board and paratransit bid Operators must use a minimum of six (6) hours general leave as their shift length.
- D. Employees may request, on a general leave request form, to be paid their general leave accrual up to forty (40) hours per week, irrespective of a regular assignment, providing that it does not create an overtime pay status.
- E. General Leave selection shall be made pursuant to General Leave Selection Procedures as agreed upon by the UNION and the EMPLOYER.

### **F. Annual Vacation Bid**

#### **1) Definitions**

All Drivers & Dispatchers employed at Jefferson Transit Authority will be required to bid vacation through general leave accrual per the following rules:

- a) Starting in October 2011, the vacation bid will take place in October, with effective dates of January 1 through December 31 of the following year. All Transit Operators will bid in seniority order. Employees must bid in one contiguous segment including RDOs.
- b) Effective October 2011, Transit Service Employees must have a minimum of forty (40) hours of accrued leave on the books to take part in the 2012 Vacation Bid. Effective 2012, no Transit Services Employee will be allowed to sign up for hours greater than their leave balance which, with projected accruals, would be sufficient to cover the entire leave request. If an Employee's general leave accrual falls below the needed hours for a previously approved request, the request will be canceled. The Employee will be given written notice of the cancellation.

- c) Transit Employees who do not bid any vacation segments during the bid process will be considered a pass and will be granted leave on a first come, first served basis as outlined in paragraph 3 after completion of the annual vacation bid.
- d) Management shall determine the number of general leave slots available for paid leave. A minimum of one (1) general leave slot will be available for all individual classifications unless indicated by management.
- e) Management will post a calendar, written or electronic, representing available vacation slots for the next full year by September 15 of each year.

## 2) Process

- a) Each Employee in order of seniority will be allowed four (4) hours in which to choose one vacation bid.
- b) Employees wishing to avail themselves of an absentee pick must contact the Transit Operations Manager and specify their choices. The Operations Manager will attempt to accommodate the Employee's requests, but at no time can guarantee the leave request. Employees who do not appear in person and whose absentee choices are not available will be considered a pass.
- c) If an Employee does not pick any vacation segments during the allotted time limit, it will be considered a pass.

## 3) Short Term Planned General Leave Requests

After completion of the annual vacation bid, short term general leave requests will be granted on a first come, first served basis, regardless of seniority.

Management will maintain a "Tentative File" containing leave requests for vacation segments that are not available at the time of the request. These general leave requests must be date and time stamped and will be approved when:

- a) A vacation bid is cancelled as outlined in paragraph 5 and
- b) Will be approved in the order received according to the date and time stamp

If an Employee in line for the leave segment chooses not to take the leave, the next request will be approved in the order received.

## 4) Shakeups

Availability of short term general leave can be affected by shakeups. Upon completion of a new shakeup, days becoming available will be added back on the vacation calendar. These days can be picked for general leave on a first come, first served basis as outlined in paragraph 3.

## 5) General Leave Cancellation

At the conclusion of the annual vacation bid, vacations can only be canceled as follows:

- a) Vacation bids must be canceled for the entire bid segment.
- b) Short term bids of one (1) day must be canceled for the entire day.

- c) All vacation bid cancellations must be submitted in writing at least thirty (30) days prior to the beginning of the affected vacation bid segment; otherwise the Employee's vacation bid request will stand.
- d) Short term general leave requests may be canceled day for day, exempt from the thirty (30)-day written notice. Notice of cancellation must be received no later than 1330 (1:30 p.m.) the day before the beginning of the leave.

#### **Section 4. Unplanned Use of General Leave.**

A. Unplanned use of general leave will be granted for the following reasons:

- 1) Because of, and during, illness, injury, medical appointments, sick child, Family and Medical Leave as described elsewhere in this AGREEMENT, or disability incapacitating the Employee to perform his work.
- 2) Quarantine by a public health official.

B. Absence for part of a day for reasons in accordance with the unplanned use of the general leave provisions shall be charged against the Employee's general leave bank in an amount not less than two (2) hours. Holidays and other regular days off shall not be charged against general leave.

#### **Section 5. Responsibilities**

A. An Employee must notify their immediate supervisor or designated alternate prior to the use of unplanned general leave. Failure to do so may result in denial of leave with pay.

B. To receive unplanned general leave in excess of three (3) consecutive working days, the Employee may be required to present a statement by a physician certifying that the Employee's condition prevented them from performing the duties of their position. In addition, a physician's certification may be required by the EMPLOYER after the third (3rd) unplanned absence with pay in less than one (1) year.

C. Employees returning from a period of sick leave (or unplanned use of general leave) must contact Transit Dispatch and inform them of their ability to resume their duties. This contact must be made prior to 1330 (1:30 p.m.) the day before the Employee returns to work.

#### **Section 6. Sick Child Leave**

The EMPLOYER shall allow an Employee to use the Employee's general leave bank to care for a child of the Employee when:

- A. The child is under the age of eighteen.
- B. The Employee is the natural parent, stepparent, adoptive parent, legal guardian, foster parent or other person having legal custody and control of the child.
- C. The child has a health condition requiring the Employee's personal supervision during the hours of absence from work.
- D. The Employee actually attends to the child's care during the hours of absence from work.

Additionally, Employees requesting the use of their general leave bank for sick child care may be required to complete a verification form, supplied by the EMPLOYER, in lieu of a physician's certification when required unless, in the EMPLOYER'S judgment, a physician's statement is necessary.

#### **Section 7. Bereavement leave**

A. All regular Employees are entitled to a maximum of three (3) eight (8)-hour days of paid bereavement leave upon the death of a member of the Employee's immediate family or the immediate family of the Employee's spouse/domestic partner. Bereavement leave shall not be deducted from any accrued general leave. As used in this Section, the term "immediate

family” is defined as follows: spouse, domestic partner, parent, grandparent, child, grandchild, brother, sister, mother-in-law, father-in-law, stepfather, and stepmother.

- B. The EMPLOYER may grant bereavement leave for persons other than those listed above where a close personal relationship exists.
- C. In addition to authorized paid bereavement leave, upon request an Employee will be granted up to an additional five (5) days leave, using their accrued general leave.

## **ARTICLE X — RETIREMENT PLAN**

The EMPLOYER agrees to provide coverage to each eligible Employee in the Old-Age and Survivors Insurance System<sup>[1]</sup> as defined by the Federal Social Security Act, the Revised Code of Washington, and other applicable federal and state regulations with continued enrollment in Public Employees Retirement System (PERS).

## ARTICLE XI — HOLIDAY LEAVE

### Section 1. Eligibility

A. The following holidays will be observed, with pay, for Employees who have been in service for thirty (30) calendar days immediately preceding the holiday:

- (1) New Year's Day
- (2) Martin Luther King Day (effective January 1, 2012 – paid working holiday)
- (3) Memorial Day
- (4) Independence Day
- (5) Labor Day
- (6) Thanksgiving Day
- (7) Christmas Day
- (8) Two (2) Personal Holidays

B. The holiday shall be observed on the applicable calendar day. The Personal Holidays will be credited to each Employee on January 1 of each year. New Employees shall be eligible for the Personal Holidays upon completion of probation.

C. Holiday pay will be paid at the rate of eight hours for full time Employees and six hours for part time Employees based on the Employee's full or part time classification in the current bid.

D. Any Employee working one of the fixed holidays shall receive time-and-one-half (1-1/2) for all work performed, in addition to the basic holiday pay.

E. [r2]At the Employee's option, an irrevocable election completed thirty (30) days prior to the holiday may be made to place earned holiday hours into a holiday bank. The use of banked holiday hours is similar in application as General Leave. The hours accumulated in the holiday bank above sixteen (16) hours as of December 31 will be placed into the Employee's VEBA account at the Employee's December 31 pay rate no later than January 31 of the following year.

F. If the Personal Holidays are unused by December 31, a value will be calculated based on the same formula to determine holiday pay. The determined value will be placed into the Employee's VEBA account at the Employee's December 31 pay rate no later than January 31 of the following year.

G. Employees on leave of absence without pay shall not receive holiday pay.



## **ARTICLE XII — OTHER LEAVES OF ABSENCE**

### **Section 1. Definitions**

- A. A leave of absence is defined as an excused absence from an Employee's regular duties except as provided elsewhere in this AGREEMENT.
- B. No benefits shall accrue during an unpaid leave of absence.

### **Section 2. Granting of Leaves of Absence**

The decision to grant a leave of absence with or without pay shall be the decision of the EMPLOYER except as limited by this AGREEMENT. Employees must request such leaves in writing and present the request to their immediate supervisor. No leave of absence without pay will be granted to an Employee to accept employment with another employer except leave for UNION business and leaves for government service in the public interest. Failure to report for work upon the expiration of leave of absence, without being excused by the EMPLOYER, shall constitute cause for discharge from employment.

### **Section 3. Union Business**

- A. Members of the UNION shall be granted short leaves of absence not to exceed thirty (30) calendar days from time to time for UNION business, when requested, without pay and without loss of seniority or other rights provided reasonable advance notice shall be given to the EMPLOYER for such leaves of absence. Such leaves may be extended upon request of the UNION by the EMPLOYER.
- B. All full-time elected Local 587 Union officers, one (1) International Union officer, and one (1) A.F.L. C.I.O. elected officer shall be granted extended leaves of absence by the EMPLOYER while on the UNION payroll.
- C. The UNION agrees to provide the EMPLOYER with a correct list of all UNION officers, shop stewards and committee members as soon as practicable following any UNION election or appointment.
- D. Time granted for leaves of absence to Employees to conduct UNION business shall be withheld and docked from regular pay on an hourly basis.
- E. During days of general Union elections, additional members shall be detailed to act as tellers.

### **Section 4. Court Duty**

- A. An Employee shall continue to receive their regular wages for any period of required service as a juror, or when required by subpoena to testify in court proceedings in an employment related capacity. All monies received for court duty shall be surrendered to the EMPLOYER. Employees will report for work when less than a normal work day is required by such duties.
- B. An Employee will be granted time off for personal court appearances. General leave must be used to cover the time lost from work, consistent with other provisions of this AGREEMENT.

### **Section 5. Military Leave**

- A. Any Employee subject to the terms of this AGREEMENT who is called into, or enlists in, the Armed Forces of the United States or its allies, shall be given a leave of absence in accordance with applicable laws affecting military leave.

- B. Any Employee covered by this AGREEMENT shall be granted necessary time off for military training as provided under Section 394 of the Military and Veterans Code, as applicable to the EMPLOYER. Employees covered by this Paragraph shall be granted all seniority rights and accruals for general leave benefits as provided under this AGREEMENT.

#### **Section 6. Maternity/Paternity Leave**

Upon request, Employees shall be granted time off up to a maximum of six (6) months leave in conjunction with the birth or legal adoption of a child. Use of leave of absence without pay will be granted upon written request from the Employee to the immediate supervisor after the Employee has first exhausted all accrued sick leave and general leave, in that order. Requests for such leave will be filed with the Employee's immediate supervisor at least thirty (30) calendar days in advance of expected due date or date of requested leave. Female Employees will be allowed to continue normal duties unless otherwise indicated by attending physician or midwife. Extension of maternity/paternity leave in excess of six (6) months may be granted upon approval from the Employee's Operations Manager or General Manager. At no time shall the request for maternity/paternity leave exceed one (1) year.

#### **Section 7. Federal Family and Medical Leave and Washington Family Leave**

- A. As provided for in the Federal Family and Medical Leave Act (FMLA) and the Washington Family Leave Act (WFLA), an eligible Employee may take up to a combined total of twelve weeks of leave for their own serious health condition, as defined by the Acts, for the birth or placement by adoption or foster care of a child, or for the serious health condition of an immediate family member (an Employee's child, spouse or parent) within a twelve (12)-month period.
- B. To be eligible for leave under this Section, an Employee must have been employed by Jefferson Transit Authority for twelve (12) months or more and have worked a minimum of one-thousand two hundred fifty (1250) hours in the preceding twelve (12) months. The leave may be continuous or intermittent and shall be unpaid, except that the Employee must first use all the available accrued sick leave and then general leave as part of the twelve (12)-week period before taking unpaid leave.
- C. Under the provision of FMLA and WFLA, the Employee may choose, at their discretion, to leave up to twenty (20) hours of general leave in their bank.
- D. FMLA or WFLA leave, along with industrial injury leave if applicable, shall run concurrently to the extent permitted by law.
- E. Under any leave allowed in this AGREEMENT, the most liberal allowance under FMLA, WFLA and this AGREEMENT will apply.

## **ARTICLE XIII — PROBATIONARY PERIOD**

### **Section 1. Definitions**

The probationary period shall be six (6) months for all Employees. Probationary periods may be modified by mutual consent of the EMPLOYER and the UNION.

### **Section 2. New Hire Employees**

Prior to completion of the probationary period, new hire Employees may be discharged when, in the judgment of the EMPLOYER, they are not satisfactory. Terminations during a new hire Employee's initial probationary period are not subject to the grievance procedure in the AGREEMENT.

### **Section 3. Transition Between Classifications**

Employees transitioning into a new classification shall have the opportunity to return to their previous classification during their six (6) month probationary period without prejudice or breach in service.

## **ARTICLE XIV – SENIORITY**

### **Section 1. Determination**

Seniority shall be under the jurisdiction of the UNION, and all questions or grievances pertaining to seniority shall be settled by the UNION. An Employee's date of hire as a Regular Employee will determine the Employee's agency seniority. In the case of two or more Employees being hired at the same time, seniority will be calculated by order of their respective application dates with the EMPLOYER during the applicable recruitment period, including hours and minutes. An Employee not completing the entry probationary period shall forfeit all rights to seniority and shall no longer be considered a regular Employee and will be terminated.

### **Section 2. Posting of Revisions**

The EMPLOYER shall post a copy of the seniority list as soon as possible upon revision due to personnel changes.

### **Section 3. Loss of Seniority**

An Employee shall lose all seniority credit in the event of voluntary or involuntary termination or in the event of a lay-off for more than eighteen (18) months.

### **Section 4. Seniority within a Classification**

Seniority within a classification shall be determined by the date of hire, transfer, or promotion into that classification.

### **Section 5. Assignment Selection**

All assignments will be selected by seniority within each classification.

## **ARTICLE XV — LAY-OFF**

### **Section 1. Order of Lay-Off**

In the event of a lay-off for any reason, Employees shall be laid off in the inverse order of their seniority in their classification. Employees may exercise their agency seniority to displace an Employee with less seniority in a classification in which they had worked in a regular status, provided that the displacement shall not occur until the Employee has obtained all necessary certifications for that classification.

### **Section 2. Order of Call Back**

Employees shall be called back from lay-off according to seniority in the classification from which the Employee was laid off.

### **Section 3. Removal from Lay-Off List**

The Employee shall inform the EMPLOYER of current mailing address. Notice of recall from lay-off shall be sent to the Employee at the last known address by certified return receipt mail. The Employee shall, within five (5) days of receipt, notify the EMPLOYER of their intention to return to work. If any Employee fails to notify the EMPLOYER within said five (5) days, or report for work within fourteen (14) days from the date of mailing the notice of recall, they shall be considered to have quit, shall cease to have seniority, and shall have their name removed from the list. However, if an Employee's failure to report for work is on account of illness or injury, the Employee may retain their seniority and recall rights if the Employee has notified the EMPLOYER by registered mail and such notification is received prior to the deadline for reporting to work. It is recognized that the EMPLOYER may require verification of the illness or injury. If the verification is not submitted promptly to the EMPLOYER, and if it is not to the satisfaction of the EMPLOYER, the loss of seniority and recall rights shall stand.

### **Section 4. Duration of Lay-Off Status**

Lay-off status shall not extend for more than eighteen (18) months.

### **Section 5. Benefit Accrual**

Benefits shall not accrue during lay-off.

### **Section 6. Authority to Determine Lay-Offs**

Nothing in this Article or any part of this AGREEMENT is intended to restrict the sole authority of the EMPLOYER to determine the financial necessity of service reduction, the form of reduction, and the duration of the lay-off, subject to Section 1 of this Article.

### **Section 7. Temporary Work outside of classification in the event of a layoff**

The EMPLOYER and the UNION agree that it is in the best interest of both parties to provide an opportunity for Transit Operators who are in a laid-off status to be given the opportunity to work available temporary positions as described in Article 1, Section 3 of the current Collective Bargaining Agreement according to the following terms:

- A. Laid-off employees will have the opportunity to work as temporary employees and will be treated as any other temporary employee.
- B. The 18-month clock for re-hire will restart when the laid-off employee is removed from the Jefferson Transit Authority payroll as a temporary employee.

- C. Management can choose which laid-off employee is hired as a temporary employee.
- D. Temporary workers including laid off Jefferson Transit Authority employees will be treated according to Article 1, Section 3 of the Collective Bargaining Agreement.
- E. Work as a temporary employee does not impact the laid-off return to work seniority list.
- F. Refusal of an Employee to accept temporary work does not interfere with their ability to be recalled at a later date for regular employment nor does it interfere with their ability to collect unemployment compensation.

## **ARTICLE XVI — SPECIAL CONDITIONS**

### **Section 1. Payroll Deductions**

No payroll deductions shall be made, except those required by law, unless authorized by the Employee.

### **Section 2. Right to Privacy**

The EMPLOYER shall not require any Employee to take a lie detector test, nor will the EMPLOYER establish or maintain surveillance of Employees by means of recording equipment and/or telephone without advance written consent from the UNION. Dispatchers will be notified in advance of which bus-mounted cameras are “live”. This information will be available to all Operators. An Employee’s personnel file will not be subject to review by anyone other than the Employee, non-represented management personnel, and Jefferson Transit Authority members without written permission of the Employee.

### **Section 3. Service Letter**

At the termination of service with the EMPLOYER, the Employee will, upon request, be given a letter showing the term of service and the capacity in which employed.

### **Section 4. Contributions and Solicitations**

- A. Employees shall not be compelled to contribute to any charitable, civic, or other public fund or collection, and all such contributions shall be on a voluntary basis.
- B. Solicitations for funds or other purposes, and circulation of lists, petitions, endorsements, or other documents shall not be conducted on the EMPLOYER’S property or among Employees on duty, except by mutual written consent of the EMPLOYER and the UNION.

### **Section 5. Union Bulletin Boards**

The EMPLOYER agrees to provide space for UNION bulletin boards not to exceed 48.35” x 44.30” unless otherwise agreed to by the EMPLOYER and the UNION at work locations as determined by the EMPLOYER and the UNION. No materials shall be posted except notices of meetings and elections, results of elections, changes in governing laws of the UNION, notices of social occasions of Employees, and similar UNION notices, letters, memorandums, and newsletters; the same shall be signed by an officer/designee of the UNION or bear a fixed UNION letterhead. No material shall be posted on or in the EMPLOYER’S property by or on behalf of the UNION or its members except as provided above. However, during times of general UNION election of officers, the EMPLOYER and the UNION shall agree upon suitable space and conditions for the posting of campaign literature. In addition, the EMPLOYER agrees to provide space attached to the bulletin board for a “flip-over” clipboard.

### **Section 6. Labor Relations Committee**

The EMPLOYER and the UNION agree to establish a committee to be known as the “Labor Relations Committee”, which shall be composed of equal representatives of the EMPLOYER and the UNION. This committee shall meet quarterly (or more often if agreed to by its members) for the purpose of discussing policies and procedures affecting the working relationship between the EMPLOYER and the UNION, and/or other subjects which may be mutually agreed upon as the need arises.

## **Section 7. Temporary Work Outside of Classification**

- A. Where a vacancy occurs in any Jefferson Transit Authority position which is to be filled by detail or temporary appointment, or if temporary work becomes available, Employees who are capable and desirous of doing the work shall be given first consideration before any outside help is employed. Among Employees seeking any such position, seniority shall be one of the considerations in the selection for detail or temporary appointment.
- B. When an Employee is assigned to work outside of their classification, they shall receive the rate of pay for the classification in which they are working or the Employee's regular classification, whichever is greater. However, an Employee may volunteer to work in a classification at a lower rate of pay.

## **Section 8. Flex Time**

Employees may, with the permission of the EMPLOYER, develop a flexible work schedule. Flexibility may include start time, end time, length of lunch and days off. The EMPLOYER retains the right to return any Employee's work schedule to normal contractual conditions to fit the staffing needs of the agency, provided that no less than two (2)- weeks notice is given.

## **Section 9. Use of Personal Vehicle**

The EMPLOYER will reimburse all Employees for the use of their personal vehicle for business conducted on behalf of the EMPLOYER at the adopted mileage rate or the most current IRS mileage rate, whichever is greater.

## **Section 10. Sanitary and First Aid Facilities**

- A. The EMPLOYER will take all reasonable steps to arrange for adequate toilet facilities on all lines of operation and at all permanent work site locations and will take reasonable steps to insure their sanitary condition.
- B. The EMPLOYER will arrange for adequate first aid equipment on all vehicles and at all permanent work site locations.

## **Section 11. Transit Passes**

- A. The EMPLOYER agrees to provide transit passes to Employees, their legal dependents, and to retired Employees and their spouses. For the purposes of this Section, the term "dependent" shall include unmarried dependent children up to age nineteen (19), full-time students up to age twenty-three (23), and children with disabilities living at home.
- B. In the event evidence indicates an Employee's or dependent's pass is being used by an unauthorized person, that pass shall be subject to surrender at the request of the EMPLOYER.

## **Section 12. Physical Examinations**

The EMPLOYER will designate a physician that Employees may use for required physicals and will pay the total cost for that physician to perform the physical examination. Employees may use their own physician for required physicals. The EMPLOYER will reimburse up to the cost charged by the EMPLOYER'S physician for required Commercial Drivers License or DOT physicals up to one hundred twenty dollars (\$120). The EMPLOYER will pay for any additional physical examinations which it requires.



**Section 13. Training**

The EMPLOYER recognizes the need for ongoing optional training programs which will allow Employees to become better qualified for their present work assignments and/or advancement and may provide reimbursement for tuition or other training associated costs, provided that such training is pre-approved by the EMPLOYER.

**Section 14. Required CDL**

The EMPLOYER agrees to reimburse Employees for the renewal of their Commercial Drivers Licenses (CDL) when required for their job classification.

**Section 15. Shop Steward Duties**

The Shop Steward or their designee shall be the primary representative of all the classifications listed in Article VI, and as such shall serve on all committees except where prohibited by law.

**Section 16. Group Bonus**

EMPLOYER may offer group performance bonus awards. Awards will be based on quantitative measures mutually agreed to be consensus of the employees and management.

## ARTICLE XVII — DISCIPLINE

### Section 1. Notification of Changes

The EMPLOYER retains the right to discipline Employees who fail to comply with its published rules and policies. The EMPLOYER agrees to notify the UNION of any changes in its rules and policies which may lead to discipline, and to meet with the UNION within a reasonable period of time, but not less than ten (10) working days prior to implementation.

### Section 2. Just Cause

- A. No Employee will be disciplined except for just cause. Disciplinary actions involving suspensions and/or dismissal are subject to the grievance procedure outlined in this AGREEMENT.
- B. Should the EMPLOYER determine that a suspension is the appropriate discipline for a particular infraction; the suspension (if for more than one (1) day) shall be for consecutive days and shall be issued immediately following the Employee being notified of the infraction.

### Section 3. New Employees

A new Employee shall serve a minimum probationary period of six (6) months and may be terminated within that period without recourse to the grievance procedure outlined in this AGREEMENT.

### Section 4. Rules and Policies

The *Jefferson Transit Employee Manual* [r3] will specify rules and policies, provided such rules and policies are not in conflict with the provisions of this AGREEMENT or with applicable laws.

## **ARTICLE XVIII — GRIEVANCE PROCEDURE**

### **Section 1. Purpose**

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, and there shall be no suspension of work or interference with the operations of the EMPLOYER.

### **Section 2. Definition of Grievance**

For the purpose of this AGREEMENT, a grievance is defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this AGREEMENT including the "Employees Manual", any work assignment rules, and any applicable letters/memoranda of understanding. Grievances shall be processed in accordance with the following procedures within the stated time limits.

### **Section 3. Reduce to Writing**

In the event a grievance arises, it shall be reduced to writing and specify the act or event being grieved, the date of the occurrence, the identity of the Employee or Employees who claim to be aggrieved, the provisions of the AGREEMENT that allegedly have been violated, and the remedy sought. It will be handled as outlined in Section 5.

### **Section 4. Forfeiture of Grievance**

Defined time limits in this Article may be extended by a written AGREEMENT between the parties. However, should either party to the AGREEMENT breach the time limitation, that party shall forfeit all rights and claims to the grievance and the grievance shall be considered resolved in the other party's favor; it being understood that such forfeiture does not decide the merits or establish a precedent. For the purpose of this Article, "working days" shall mean Monday through Friday, normal EMPLOYER business days.

### **Section 5. Steps in the Grievance Procedure**

A. By mutual agreement, the Parties may waive any step(s) of the grievance procedure and proceed directly to the next step.

Step 1. The grievant Employee shall present the grievance within ten (10) working days of its alleged occurrence to their immediate supervisor who shall schedule a hearing if requested by the grievant and provide a written response within ten (10) working days after receipt of the grievance. Both the Employee and the Employee's immediate supervisor have the option of requiring a hearing and/or the inclusion of UNION representation at any point in the grievance procedure. If a hearing is not requested at the time the grievance is submitted by the grievant or required by the EMPLOYER, the grievance may be answered in writing without a hearing at Step 1.

Step 2. If the grievant Employee and the UNION are not satisfied with the solution of the immediate supervisor, the UNION shall submit written notice to the General Manager including, (1) statement of the grievance and relevant facts, (2) specific provision(s) of the AGREEMENT violated, and (3) remedy sought within ten (10) working days from the receipt of the immediate supervisor's response. The General Manager shall schedule a hearing if requested by the UNION and respond to the UNION in writing within ten

(10) working days from receipt of the grievance at the second step.

Step 3. If no agreement can be reached at Step 2, the UNION Business Representative/designee may appeal to arbitration by notifying the General Manager in writing. Such referral must be sent by certified mail within sixty (60) days after the UNION receives the Step 2 decision. The grievance as set forth in writing in Step 2 may be submitted to an arbitrator in accordance with the following procedures:

- a) The grievance has been approved for arbitration by the UNION membership in accordance with the UNION'S Constitution and Bylaws;
- b) A list of seven (7) arbitrators shall be requested from the American Arbitration Association (AAA). Both parties shall meet and each shall strike a name until an arbitrator is selected. The UNION will contact the arbitrator to determine his/ her availability and will be responsible to schedule all requested arbitrations.
- c) All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives. The arbitrator shall render a decision within thirty (30) calendar days from the date of the formal hearing. The power of the arbitrator shall be limited to interpreting this AGREEMENT and determining if the disputed Article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this AGREEMENT. The decision of the arbitrator within these stated limits shall be final and binding on both parties.
- d) In case of a grievance involving any continuing or other monetary claim against the EMPLOYER, no award shall be made by the arbitrator which shall allow any alleged accruals for more than ten (10) working days prior to the date when such grievance shall have first been presented.
- e) Expenses for the arbitrator's services shall be borne by the non-prevailing party in the arbitration effort. The non-prevailing party will be the EMPLOYER if the complete "remedy sought" is awarded by the arbitrator or the UNION if the complete "remedy sought" is denied by the arbitrator. If the arbitrator in any way changes the "remedy sought," the arbitrator will decide which party is to pay all of, or a percentage of, the expenses. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representative and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.
- f) The parties agree to attend a pre-arbitration conference no later than fourteen (14) calendar days before a scheduled arbitration. The purpose of this conference shall be to discuss and narrow issues, explore settlement, prepare a submission agreement if no settlement agreement is reached, and to treat other matters relevant to the arbitration proceeding. Thereafter, should either party cancel within five (5) working days of the scheduled arbitration date, the canceling party shall pay cancellation costs charged by the arbitrator and opposing counsel.
- g) There shall be no strike or lockout on any matter submitted to arbitration.
- h) It is specifically and expressly understood and agreed that taking a grievance appeal to

arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing Employee to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

i) Any and all time limits specified in the grievance procedure may be waived by written mutual agreement of the parties. Failure of the Employee or the UNION to submit the grievance in accordance within these time limits without such waiver shall constitute abandonment of that specific grievance. A grievance may be terminated at any time upon receipt of a signed statement from the UNION or the Employee stating that the matter has been resolved.

## **ARTICLE XIX — TRANSIT OPERATORS**

### **Section 1. Definitions of Employees**

Transit Operators are defined as individuals employed on a continuing basis to operate fixed-route or paratransit vehicles in revenue service.

- A. A regularly scheduled workday shall be defined as a day on which an Employee is normally required to work.
- B. Transit Operators are guaranteed a minimum of two (2) hours straight-time pay for each report, including all work within a picked run or assigned through the extraboard rules, or pay for actual hours worked, whichever is greater. Transit Operators who bid extraboard or paratransit runs are guaranteed a minimum of ninety (90) paid hours per month, regardless of work performed, unless they have had the opportunity to select regularly scheduled work of ninety (90) or more hours. In addition, Extraboard Operators will be guaranteed four (4) days off in every two (2) week period unless waived by the Operator.
- C. Paratransit work cancelled with less than one hour notification prior to scheduled report shall be paid fifty percent (50%) of the cancelled time and will be applied toward their ninety (90)-hour guarantee. When Paratransit work is cancelled after the Operator has reported for work, fifty percent (50%) of the cancelled time will be paid to the Employee and will be applied toward their ninety (90)-hour guarantee. Lunch breaks for Paratransit work shall be scheduled for one hour.
- D. Transit Operators called in or called back for any work which is not in conjunction with a previously assigned or picked shift will be guaranteed a minimum of two (2) hours of pay for each call in or call back, except for voluntary meetings which will be paid at actual hours worked.
- E. Transit Operators will be used to operate all vehicles with a seating capacity of 16 or more any time the vehicle is used to transport non-Jefferson Transit Authority employees or volunteers.

### **Section 2. Seniority**

All work assignments will be picked by seniority unless otherwise covered by this AGREEMENT. All work assignments created by the EMPLOYER will be filled in accordance with the provisions of this AGREEMENT.

### **Section 3. Work Assignments**

- A. Shake-ups will be conducted at least three (3) times a year on dates selected mutually by the EMPLOYER and the UNION or as necessitated by a service change.
- B. Vacancies between shake-ups will be filled by extraboard Operators on a rotational basis. Should a regularly scheduled assignment become vacant between shake-ups, and should that vacancy be anticipated to be of a duration of thirty (30) calendar days or more, any Operator may request a move up.
- C. Shake-ups will be conducted by the UNION Shop Steward.
  - 1) All assignments will be posted five (5) days in advance of the pick date.
  - 2) Employees will pick in person, by seniority, at a predetermined time and place mutually

agreed upon by the EMPLOYER and the UNION. Each affected Employee must complete their pick within four (4) hours following notification of their turn. The shake-up must be completed not less than five (5) days before the shake-up goes into effect.

3) Once the shake-up is completed, no Employee will be permitted to change assignments without consent of the EMPLOYER and the UNION.

D. Employees wishing to avail themselves of the absentee pick must contact the UNION Shop Steward and specify their choices. The Shop Steward will attempt to accommodate the Employee's request, but at no time will the Shop Steward guarantee the assignment nor will the Employee be allowed to grieve the selection once the shake-up is completed. Additionally, Employees who do not appear in person, or submit an absentee pick, will have their work assignment picked by the Shop Steward in seniority order.

E. The Shop Steward shall select a Run Committee consisting of not more than four (4) persons.

1) The chairperson of the committee shall be the UNION Shop Steward.

2) The committee shall decide the cut and blend of full-time and part-time runs as close as possible to the levels recommended by the Transit Operators. Nothing in this Paragraph shall diminish the EMPLOYER'S right and responsibility to maintain system efficiency as outlined in the Run Cut Guidelines, as provided by Jefferson Transit Authority Operations.

3) When shake-ups occur, all available schedules and necessary information shall be submitted to the Run Committee at least fifteen (15) days prior to the posting date. Failure of the committee to act shall not prevent assignment selection and implementation.

F. Any extraboard or special work assignment cancelled less than four (4) hours prior to report time entitles the Operator assigned to such work a minimum report pay of two (2) hours.

G. No Transit Operator will be required to work an assignment which would result in less than eight (8) hours off between consecutive workday assignments.

H. Jefferson Transit Authority Operations shall endeavor to produce a run cut with an average twenty two percent (22%) recovery formula.

#### **Section 4. Extra Board Rules**

The purpose of the Extraboard (EB) is to guarantee the efficient and continuous operation of Jefferson Transit for the and to insure adequate leave for all personnel; to provide for the equitable distribution of work and maximize hours of work for EB and Willing to Work personnel.

A. EB Operators shall be assigned work under a revolving system. Rotation of the "red line" shall be one name per work day.

B. EB Operators may choose two consecutive Regular Days Off (RDO) by seniority after the shakeup is completed. Saturday/Sunday RDO may not be picked by the same Operator.

C. EB Operators who choose to work their RDOs must notify dispatch no later than 1330 (1:30 p.m.) of the day prior to the RDO being worked. This applies regardless of red line status. EB Operators who waive their RDO and are in an overtime situation will have work offered to them as outlines in Rule H5.

D. At Shakeup, Operators who bid the EB will be placed on the board according to seniority.

- E. At Shakeup, Operators so desiring may be placed on a Willing to Work list (see glossary) according to seniority. Work offered will be in rotation, specific to each list. Acceptance or refusal (see glossary) of available work moves the Operator to the bottom of the Willing to Work list, except in cases of an emergency as defined in the glossary or if the Operator has an assigned shift for that day and time. Operators will not be offered work that interferes with their picked run except as in Rule J. Such rotation of this list continues until the following Shakeup. Red line rotates every day except those days when Jefferson Transit is closed, as published on the bus schedule.
- F. At Shakeup, Operators who bid the EB and Operators who request to be placed on the Willing to Work list will be placed on the Overtime Willing to Work list in seniority order. Rotation of this list continues until the next Shakeup.
- G. The "Red Line Operator" must make their next day shift selection by 1330 (1:30 p.m.) of the day the work is assigned or work will be assigned as per Rule H2.
- H. Vacant pieces of work shall be filled by extraboard operators first in the most efficient manner possible and offered as follows:
  - 1) Red Line EB Operator
  - 2) Other EB Operators in rotation by hour assignment of greatest to least
  - 3) Operators, listed on the Willing to Work list, on a rotational basis
  - 4) Overtime Willing to Work list Operators
  - 5) Assign to EB Operators and/or Willing to Work list on non-RDO days
- I. Assignments are not posted as final until 1600 (4:00 p.m.). Operators are responsible for finding out what their assignments are for the next service day.
- J. Work becoming available after final assignment postings shall be offered as designated in Rule H. A good faith effort will be made to contact Operators for additional work availability. However, previous work picked or assigned according to these rules shall not be changed.
- K. If, after the above procedures have been followed and a piece of work is still vacant, the work may be assigned in the most efficient manner possible, including assigning to Operators in inverse seniority order.
- L. In an emergency, work may be assigned to any available Operator.
- M. Holiday work assignments will be offered to the holiday seniority list in rotational order by shift hours of greatest to least. Any remaining vacant piece of work will be assigned according to Rule L.
- N. All changes to EB work rules will be discussed in a Labor Relations Committee (LRC) meeting.



## **Extraboard Rules Glossary**

**Assignments:** All Transit Operator assignments shall be completed within a time span of twelve and one-half (12-½) hours. Any Operator may waive the twelve and one-half (12-½)-hour time span on a day-to-day basis.

**Willing to Work Lists:** Willing to Work lists will be classification-specific, e.g. Operator, relief dispatcher, etc.

**Emergency:** Any time a situation arises when the Dispatcher has less than two (2) hours to respond to that situation.

**Good Faith Effort:** One (1) phone call to the Operator's telephone number(s) of record. If a message is left, Dispatch will wait a minimum of ten (10) minutes before moving down the list.

**Red Line Operator:** EB Operator whose day it is to choose shift assignment from the available pieces of work

**RDO:** Regular day off

**Shakeup:** Beginning of new Operator work bid

**Refusal:** Operator refuses available work OR if Dispatch does not receive a timely response from an available Operator following a good faith effort to contact them, the Operator's lack of response will be considered a refusal and their name will be rotated the bottom of the Willing to Work list.

**Work:** Any work assignment of two (2) hours or more

## **Section 5. Uniforms**

- A. The EMPLOYER will furnish at no cost to all Operators upon hire, one uniform consisting of one three-in-one jacket, two shirts and a bag. The Jefferson Transit Authority shall determine the uniform supplier.
- B. Upon completion of the Employee's probationary period, the EMPLOYER will pay one hundred percent (100%) of the replacement cost of the uniform and optional items (not including socks and underwear) to a maximum cost to the authority of two hundred dollars (\$200) for any one (1) year, with the provision that Operators may be reimbursed up to seventy five dollars (\$75) of the two hundred dollars (\$200) for the purchase of appropriate footwear.
- C. All Employees' uniform anniversary dates shall be January 1 of each calendar year. Employees' eligibility for uniforms shall be from January 1 - December 31 of each year. Uniform allowance remaining on December 31 of each year will carry over to the following year for a maximum accumulation that will not exceed four hundred dollars (\$400) per Employee.
- D. Uniform items must be purchased through the EMPLOYER'S uniform supplier. Items that are not provided by the supplier may be purchased separately by the Employee as outlined in the uniform policy and reimbursed within the annual allowance.
- E. All uniforms furnished by the EMPLOYER shall remain the property of the EMPLOYER and must be returned upon retirement or termination.

F. It is the responsibility of the Employee to maintain their uniform in a neat, clean, and presentable condition at all times.

G. All Employees covered by this AGREEMENT shall be reimbursed by the EMPLOYER for the loss or damage of certain personal property due to armed robbery, assault or theft, excluding mysterious disappearances, under the following conditions:

- 1) The armed robbery, theft of assault occurs while the Employee is at work;
- 2) The property was in the personal possession of the Employee at the time of the theft, robbery or assault;
- 3) The Employee makes robbery, theft, or assault report to the police department;
- 4) The Employee files a claim with Jefferson Transit Authority and provides receipted bills to substantiate that replacements have been purchased and repairs made.

The items covered by this section (G) of the agreement and the maximum values to be reimbursed are:

- Watch, maximum value: fifty dollars (\$50)
- Uniform clothing, maximum value: Replacement
- Prescription glasses, maximum value: Replacement
- Drivers license, maximum value: Replacement

#### **Section 6. Spread Time**

All assignments shall be completed within a time span (spread) of twelve and one-half (12-1/2) hours. Any time worked in excess of eleven and one-half (11-1/2) hours from the start of the regular workday that would not fall under the regular overtime provisions of this AGREEMENT shall be paid at the rate of time-and one-half (1-1/2) for the time in excess of eleven and one-half (11-1/2) hours. Any Operator may waive the twelve and one-half (12-1/2) hour spread rule on a day-to-day basis.

#### **Section 7. Food on Buses**

Transit Operators shall be permitted to eat or drink on their buses when the bus is parked and not in service.

## ARTICLE XX — DISPATCHERS

### Section 1. Definition

“Dispatchers” shall mean all Employees in the Dispatcher classification.

### Section 2. Work Assignments

- A. All work assignments will be picked by seniority unless otherwise covered by this AGREEMENT. All work assignments will be created by the EMPLOYER and will be bid a minimum of three times a year, or as mutually agreed by the EMPLOYER and the UNION, to match the bidding cycle of all other classifications. Dispatchers wishing to avail themselves to the absentee bid must contact the Shop Steward and specify their choices. The Shop Steward will attempt to accommodate the Dispatcher’s request, but at no time will the Shop Steward guarantee the assignment nor will the Dispatcher be allowed to grieve the selection.
- B. The EMPLOYER agrees to assign all special assignments, tasks, and projects by giving equal consideration to the education, ability, and experience as it applies to each assignment.
- C. All Open Dispatch shifts will be assigned as per Dispatch work rules, as follows:
- 1) All vacant Dispatch work will be offered to Dispatchers under a revolving system, regardless of RDO.
  - 2) At each new bid, Dispatchers will be placed on a rotation list in order of seniority.
  - 3) For each assignment accepted or refused, the Dispatcher’s name will move to the bottom of the list.
  - 4) If a piece of work is still vacant, the work will be offered to Relief Dispatchers.
  - 5) If after Rule 1 has been followed and a piece of work is still vacant, the shift will be split and offered to the next Dispatcher by hour assignment of greatest to least.
  - 6) If a piece of work is still vacant at this point, the work may be split and offered to Relief Dispatchers.
  - 7) If after rules 1 – 6 have been followed and a piece of work is still vacant, the work will be assigned to Dispatchers in inverse order of seniority. If a piece of work is still vacant the work will be assigned to an available Relief Dispatcher. The Relief Dispatcher will not be penalized monetarily for being assigned a Dispatch shift over their regular Driver shift.
  - 8) In an emergency, defined as any time situation where the on-duty Dispatcher has less than two (2) hours to respond to that situation, work may be assigned to any available dispatcher.
- D. It is recognized that as part of their responsibilities, Dispatchers will be required to report Transit Operators for failure to comply with published rules and policies.
- E. Dispatchers will be afforded thirty (30) minutes of paid lunch per shift provided that they stay at the transit facility and are available to perform dispatch functions during their lunch period. A Dispatcher may take up to a thirty (30) minute unpaid lunch period to leave the transit property provided that:

(a) they receive permission to do so, and

(b) they understand that they will not be afforded the opportunity to make up the unpaid time.

### **Section 3. Call-In**

Dispatchers shall receive a minimum of two (2) hours pay for each report to the base which is not in conjunction with their regular shift. Dispatchers who have not already been contacted by the EMPLOYER must attempt to contact a manager or supervisor before reporting to the base. If an off duty Dispatcher is contacted in an emergency situation and conducts business for the EMPLOYER without having to return to the worksite, they shall receive a minimum of one (1) hour pay.

## **ARTICLE XXI — RELIEF DISPATCHERS**

### **Section 1. Definition**

“Relief Dispatchers” shall mean all Employees qualified and selected to perform the dispatch function whose primary classification of employment within the Agency is not Dispatcher.

### **Section 2. Determination of Pay Rate**

Relief Dispatchers will earn a pay rate equal to the Dispatch base pay rate multiplied by their current regular classification pay step percentage.

### **Section 3. Work Assignments**

Open dispatch work will be assigned as per dispatch work rules.

### **Section 4. Duties**

- A. It is recognized that as part of their responsibilities, Relief Dispatchers will be required to report Transit Operators for failure to comply with published rules and policies.
- B. Relief Dispatchers will be afforded thirty (30) minutes of paid lunch per shift provided that they stay at the transit facility and are available to perform dispatch functions during their lunch period. A Relief Dispatcher may take up to a thirty- (30-) minute unpaid lunch period to leave the transit property provided that: (a) they receive permission to do so, and (b) they understand that they will not be afforded the opportunity to make up the unpaid time.

### **Section 5. Call-in**

Relief Dispatchers shall receive a minimum of two (2) hours pay for each report to base which is not in conjunction with another shift. Relief Dispatchers who are contacted in an emergency situation and who conduct business for the EMPLOYER without having to return to the work site shall receive a minimum of one (1) hour pay. In the event the Relief Dispatcher feels the nature of the emergency requires them to report to base, the Relief Dispatcher must attempt to contact a manager or supervisor before reporting.

## **ARTICLE XXII — VEHICLE MAINTENANCE EMPLOYEES**

### **Section 1. Definition**

Vehicle Maintenance Employees shall mean all Employees who occupy the following job classifications: Maintenance Service Worker, Mechanic, Mechanic I, Lead Mechanic, and Maintenance Clerk

### **Section 2. Call In**

Vehicle Maintenance Employees shall receive a minimum of two (2) hours pay for each report which is not in conjunction with their regular shift.

### **Section 3. Tool Allowance**

The EMPLOYER shall provide a tool allowance of seven hundred dollars (\$700) per calendar year with a two year rollover and a maximum accrual of one thousand four hundred dollars (\$1,400) per Employee. The terms of this Section apply to Maintenance Service Worker, Mechanic, Mechanic I, and Lead Mechanic.

### **Section 4. Coveralls**

All Vehicle Maintenance Employees shall receive their choice of coveralls or a clean uniform (pants and shirt provided the cost is equivalent) daily, to be provided and maintained by the EMPLOYER.

### **Section 5. Safety and Foul Weather Gear**

- A. All Vehicle Maintenance Employees who are required to work outside in inclement weather or to work in hazardous areas will be provided foul weather and/or safety gear as necessary by the EMPLOYER at no cost to the Employee.
- B. The EMPLOYER shall provide and maintain such foul weather and/or safety gear and will hold the Employees blameless for any accidental loss, accidental damage, or normal wear and tear as a result of usage in the performance of their duties. Such gear will remain the property of the EMPLOYER and will be returned upon termination or retirement, or replacement of the article. Any loss of gear shall be reported to the EMPLOYER within five (5) days, with an explanation of how the loss occurred. Failure to do so shall result in a pay deduction for that item.
- C. The EMPLOYER will provide a two hundred dollar (\$200) annual allowance toward the purchase or repair of safety footwear. Any unused portion of said allowance shall roll forward into succeeding years not to exceed four hundred dollars (\$400).

## **ARTICLE XXIII — FACILITIES MAINTENANCE EMPLOYEES**

### **Section 1. Definition**

Facilities Maintenance Employees shall mean all Employees who occupy the following job classifications: Facilities Maintenance Worker and Maintenance Cleaner. Facilities Maintenance Employees are responsible for the general maintenance of transit facilities and the overall cleanliness of all agency facilities and vehicles.

### **Section 2. Call In**

Facilities Maintenance Employees shall receive a minimum of two (2) hours pay for each report which is not in conjunction with their regular shift.

### **Section 3. - Premium Pay**

Facilities Maintenance Employees that accept and perform skilled labor outside of normal duties shall be paid a premium of three dollars (\$3.00) per hour while performing those duties.

### **Section 4. Coveralls**

Facilities Maintenance Employees shall receive their choice of coveralls or a clean uniform (pants and shirt provided the cost is equivalent) daily, to be provided and maintained by the EMPLOYER.

### **Section 5. - Tool Allowance**

The EMPLOYER shall provide a tool allowance of three hundred dollars (\$300) per calendar year with a two year rollover and a maximum accrual of six hundred dollars (\$600) per Employee. The terms of this Section apply to the Facilities Maintenance Worker. A hand tool inventory will be presented to the Facilities Maintenance Worker's supervisor upon hire.

### **Section 6. Safety and Foul Weather Gear**

- A. All Facilities Maintenance Employees who are required to work outside in inclement weather or to work in hazardous areas will be provided foul weather and/or safety gear as necessary by the EMPLOYER at no cost to the Employee.
- B. The EMPLOYER shall provide and maintain such foul weather and/or safety gear and will hold the Employees blameless for any accidental loss, accidental damage, or normal wear and tear as a result of usage in the performance of their duties. Such gear will remain the property of the EMPLOYER and will be returned upon termination or retirement, or replacement of the article. Any loss of gear shall be reported to the EMPLOYER within five (5) days, with an explanation of how the loss occurred. Failure to do so shall result in a pay deduction for that item.
- C. The EMPLOYER will provide a two hundred dollar (\$200) annual allowance toward the purchase or repair of safety footwear. Any unused portion of said allowance shall roll forward into succeeding years with a maximum of four hundred dollars (\$400).

## **ARTICLE XXIV — FIELD SUPERVISOR**

### **Section 1. Definition of Employees**

- A. A Field Supervisor shall mean a person employed by Jefferson Transit Authority on a regular, full-time basis under the direction of the Operations Manager to assist in assuring the functions and daily operations of the Operations Department.

### **Section 2. Mutual Responsibilities**

The management and direction of the work force, which includes, but is not limited to assigning work, clarifying all job specifications with regard to duties and setting performance standards, is vested exclusively in Jefferson Transit Authority, limited only by the stated conditions in this Article. Items not specifically addressed in this Article but covered in the general Articles of this AGREEMENT shall also apply to Field Supervisors. No changes in existing rights or related conditions shall be made without first negotiating with the UNION.

### **Section 3. Picks and Move-ups**

Picks will follow the same procedures in Article 19, Transit Operators, Section 3a. except for obvious Transit Operator only work.

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

- A. Field Supervisors shall have regular shifts. All shifts will be available for pick according to the pick guidelines.
- B. Regular shift assignments shall be completed within a continuous eight (8)-hour period, unless the assignment is designated for an unpaid thirty (30)-minute lunch break.
- C. Regular shifts shall consist of five (5) consecutive days. Regular shift RDOs shall be two (2) consecutive days.

### **Section 5. Overtime**

- A. All hours worked in excess of forty (40) hours per week shall be paid at the overtime rate of one and one-half (1-1/2) times the existing straight-time rate of pay for actual hours worked.
- B. Any work assigned on a RDO shall be paid with minimum pay of four hours. No Supervisor will be required to work on his/her RDO except in an extreme emergency or special event.

### **Section 6. Spread Time**

Spread time pay, at one-half (1/2) pay, will be applied after eleven and one-half (11-1/2) hours within one work day.

### **Section 7. Vacation Selection**

- A. The selection of vacation will follow those guidelines set for vacation selection and accrual as set forth in Article IX, except that no more than one (1) Supervisor may be off on vacation at one (1) time.

### **Section 8. Non-Disciplinary Clause**

- A. Field Supervisors shall not perform employee discipline on represented Employees.



### **Section 9. Transitions**

- A. A Field Supervisor that is terminated for just cause from their position will not be able to return to the Transit Operator classification.
- B. If a Field Supervisor who fails to continue to perform as expected from hire or has failed to qualify for certain aspects of the job, Jefferson Transit Authority, with approval from the UNION, has the option of returning them back to the Transit Operator classification at no loss of agency seniority.
- C. A Field Supervisor shall have the opportunity to return to their previous classification without loss of seniority during the first six (6) month period without prejudice or breach in service.

### **Section 10. Working Other Classification Duties**

- A. Field Supervisors may perform other classification work duties if other options are available or in emergency situations.

## **ARTICLE XXV — FORKS BASE**

### **Section 1. – Seniority**

- A. All Employees will retain agency seniority based on their classification and date of hire. Seniority will be determined by the UNION.
- B. All Employees will be assigned base seniority within that work location for the purposes of bid work.

### **Section 2. – Transferring Between Bases**

- A. Employees may transfer between bases only when an open position within their classification exists at one or both of the bases. Should a transfer between bases occur, the Employee(s) transferring shall be assigned to the extraboard or to a vacated piece of bid work, should one exist, once training specific to the new base's operation is completed. Said Employee(s) will be eligible to bid at their new base during the next bid period, at the position afforded by their agency seniority.
- B. Should more Employees wish to transfer bases than the available number of openings within their classification(s), agency seniority will prevail.

### **Section 3. – Work Assignments**

- A. Transit Operators at the Forks Base may be assigned the tasks of washing the exterior and cleaning the interior of revenue service vehicles.
- B. Transit Operators at the Forks Base may be assigned "home-stand time" to be served at their home to help build their hours towards the ninety (90)- hour per month minimum. Home-stand assignments served will be paid at the Employee's full hourly rate, with a minimum of one hour's paid time. Home-stands will not count towards the threshold for spread time.

## **ARTICLE XXVI — SAVINGS CLAUSE**

Should any provision of this AGREEMENT or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining portions of this AGREEMENT shall remain in full force and effect.

## **ARTICLE XXVII — ENTIRE AGREEMENT**

The AGREEMENT expressed herein in writing constitutes the entire AGREEMENT between the parties and no express or implied statement or previously written oral statements shall add to or supersede any of its provisions. Except as otherwise expressly provided herein, this AGREEMENT may not be modified or amended except by mutual consent of the parties hereto in writing.

## ARTICLE XXVIII — TERM OF AGREEMENT

This AGREEMENT shall be effective as of January 1, 2011, and shall remain in full force and effect through December 31, 2013.

During the term of this AGREEMENT, it shall be binding upon the EMPLOYER, the UNION, and the members of the bargaining unit.

Either party wishing to modify the terms of this AGREEMENT shall notify the other party in writing setting forth their proposal for modification. No such notice shall be given prior to August 1, 2013.

Jefferson Transit Authority:

Amalgamated Transit Union Local 587

By: \_\_\_\_\_

Chair of the Authority

By: \_\_\_\_\_

President/Business Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





***Agenda Item 4a.***

***Meeting Date:*** June 19, 2011

***Subject:*** Resolution 11-21: CAC ad hoc committee

***Prepared By:*** Natalie Patten

***Approved By:*** [Signature]

**Summary:** Jefferson Transit would like to recommend to the Authority Board to change the make-up of the Citizens Advisory Committee to that of an ad hoc committee. As such, when needed, citizen volunteers would be solicited and appointed to the CAC based on a particular task, with a stated purpose, and with a specific timeframe to accomplish the task.

Issues that led to this recommendation are as follows:

- Current membership does not meet the requirements under the CAC Bylaws;
- They meet too frequently, often lacking a quorum;
- There is not enough work to sustain member interest;
- There is too little turnover in the group from year to year; and
- The staff effort needed to facilitate this group exceeds the benefit gained.

It is the recommendation of JTA staff to approve changing the CAC from its current committee to an ad hoc committee. The new ad hoc committees for Jefferson Transit will be comprised of volunteers from a volunteer list maintained by JTA. An application to be on this list will be available in our office or on our website starting on August 1, 2011. When a need for an ad hoc committee presents itself, Jefferson Transit staff will recruit from the list.

In addition to the ad hoc committee for specific tasks, JTA will continue to obtain customer suggestions and support from the Main Street Organization, Chamber of Commerce, customer comments, DASH, the Developmentally Disabled Advisory Board, Walkable and Livable Communities, Social Networking Sites, Jefferson Transit's website and other organizations and committees within Jefferson County.







***Agenda Item 4b.***

***Meeting Date:*** July 19, 2011

***Subject:*** Resolution 11-22: Code of Conduct-Exclusion Order Policy

***Prepared By:*** Natalie Patten

***Approved By:*** 

**Summary:**

Resolution 11-24 updates the Code of Conduct-Exclusion Order Policy held by Jefferson Transit creating a constitutionally sound and fair policy. This policy governs the steps used when passengers are in violation of Jefferson Transit's Code of Conduct.

<i>Title:</i> Code of Conduct/Exclusion Policy	<i>Resolution:</i> 11-22
<i>Author:</i> Tammi Rubert	<i>Effective Date:</i> <b>July 19, 2011</b>



*Jefferson Transit Authority*

**Code of Conduct/Exclusion Policy**

**Effective July 19, 2011**

## **ARTICLE I. INTRODUCTION**

Transit Agency vehicles, facilities, and properties are intended to provide services for the benefit of the general public. Pursuant to RCW 36.57A.080, and in order to maintain public transportation services that are orderly, safe, secure, comfortable, and convenient, Jefferson Transit has enacted the following Rules of Conduct. These Rules of Conduct are intended to regulate conduct occurring with transit employees, on Transit agency vehicles, within or upon Jefferson Transit facilities and properties, and in connection with Jefferson Transit's provision of public transportation services.

The Rules of Conduct consist of four separate articles, which include the following: Article I – Introduction; Article II – Definitions; Article III – Regulation of Conduct; and Article IV – Public Communication Activities. Unless otherwise provided herein, reference to the phrase “Rules of Conduct” shall collectively include Articles I through IV.

If any one or more of the provision(s) in the Rules of Conduct shall be declared by any court of competent jurisdiction to be contrary to law, then such provision(s) shall be null and void and shall be deemed separable from the remaining provisions in the Rules of Conduct and shall in no way affect the validity of the other provisions of the Rules of Conduct.

## **ARTICLE II. DEFINITIONS**

As used in these Rules of Conduct, the words herein shall have the meaning provided in this Article II. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words imparting the singular number shall include the plural numbers and vice-versa, unless the context shall otherwise dictate.

- A. “Bus shelter” shall mean those structures located in transit loading zones that provide cover for the general public to board and alight from transit vehicles.
- B. “Commercial activity or activities” shall mean any enterprise or venture by groups or individuals for the purpose of promoting or selling products or services to Jefferson Transit employees or the general public whether for profit or not.
- C. “General public” shall mean any person or group of persons, including Jefferson Transit employees not acting in an official capacity at the time.

- D. "News racks" shall mean any stand, box, structure, rack, or other device, which is designed and used for the sale of and/or distribution of newspapers, periodicals, magazines, or other publications or combinations of the same.
- E. "Park-and-ride lots" shall mean locations at which persons park their individual vehicles and transfer to a transit vehicle or car/vanpool vehicles, including all physical improvements and landscaping.
- F. "Person" shall mean any individual, firm, partnership, corporation, organization, association, or entity of any kind.
- G. "Public communication activity or activities" shall mean the posting or distributing of flyers, pamphlets, brochures, books, or other written, printed, or graphic material; collecting petition signatures; political campaigning; demonstrating; displaying signs; picketing; unscheduled playing of musical instruments or other performances; public speaking; conducting surveys; soliciting or receiving of funds or contributions of any kind for any purpose; or otherwise communicating or attempting to communicate to the general public.
- H. "Public transportation services" shall include the definition of public transportation services in RCW 36.57A.010(10), together with vanpools and fixed route and paratransit services, whether operated by Jefferson Transit or any governmental agency, private person, firm, or corporation contracting with Jefferson Transit pursuant to chapter 36.57A RCW.
- I. "Transit Agency" shall mean the Jefferson Transit Authority, a Washington municipal corporation and Public Transportation Benefit Area organized and operating under and by virtue of the laws of the State of Washington.
- J. "Transit Agency employee" shall mean any part-time or full-time, temporary or regular, exempt or non-exempt, represented or non-represented person, including an intern or contracted party, who is compensated by Jefferson Transit for services by wages, salary, or other remuneration.
- K. "Transit Agency facilities and properties" shall mean all facilities, structures, schedule and news racks, kiosks, fare vending machines, bulletin and information boards, bus stop signs, lands, interest in lands, air rights over lands, and rights of way of all kinds that are owned, leased, held, or used by Jefferson Transit for the purpose of providing public transportation services, including, but not limited to, park and ride lots, transit

centers, bus shelters, and public streets and sidewalks that are used by the general public to board and alighting from transit vehicles.

- L. "Transit Agency vehicle" shall mean a municipal transit vehicle defined in RCW 46.04.355. It also includes any Jefferson Transit maintenance vehicle or supervisor van.
- M. "Transit centers" shall mean locations where transit routes have a common terminus and facilities are provided to facilitate general public boarding and alighting from transit vehicles, including all physical improvement and landscaping.
- N. "Transit-related activities" shall mean activities associated with the provision or support of Jefferson Transit's public transportation services, the use of those services by the general public, or Jefferson Transit sales, promotion, and maintenance activities in support of Transit Agency public transportation services.

### **ARTICLE III. REGULATION OF CONDUCT**

#### **A. Prohibited Conduct**

The following conduct is prohibited on Jefferson Transit vehicles, within or upon Jefferson Transit facilities or property, and in connection with Transit Agency's provision of public transportation services.

1. Engaging in any conduct prohibited by RCW 9.91.025 or prohibited by any federal, state, or municipal civil or criminal law;
2. Except in a designated place, the use of chewing tobacco or smoking or carrying a lighted or smoldering pipe, cigar, or cigarette; or e-cigarettes;
3. Discarding litter other than in designated receptacles;
4. Dumping or discarding any materials on transit property, including but not limited to hazardous substances and automotive fluids;
5. Playing any radio, recorder, or other sound-production equipment, except that nothing herein shall prohibit the use of such equipment when connected to earphones that limit the sound to individual listeners or the use of communication devices by Jefferson Transit employees, Transit Agency contractors, or public safety officers in the line of duty, or the use of private communication devices used to summon, notify, or communication with other individuals (e.g., pagers, beepers, or cellular telephones);

6. Spitting, urinating, or defecating, except in the appropriate plumbing fixtures in restroom facilities;
7. Failure to maintain a reasonable level of personal hygiene. It is not Jefferson Transit's objective to enforce personal hygiene standards on the public, but in order to maintain a clean and safe environment to all who use Jefferson Transit vehicles and property, passengers who may contaminate an area due to blood, urine, fecal matter, or other body fluids will be refused transportation. This includes those whose body odor is so offensive that others would complain and vacate the immediate area;
8. Carrying any flammable liquid, explosive, acid, or other article or material likely to cause harm to others except that nothing herein shall prevent a person from carrying a cigarette, cigar, or pipe lighter or carrying a firearm or ammunition in a way that is not otherwise prohibited by law or these Rules of Conduct;
9. Obstructing or impeding the flow of Jefferson Transit's vehicles or passenger traffic or hindering or preventing access to Jefferson Transit vehicles, facilities, or property. This includes causing unreasonable delays in boarding or alighting, blocking or partially blocking an aisle or stairway with a package or object, reclining in more than one seat, or otherwise unlawfully interfering with the provision or use of public transportation services;
10. Disturbing others by engaging in loud, raucous, unruly, harmful, aggressive, violent, or harassing behavior (flashing gang signs or displaying gang colors is considered harassing behavior);
11. Destroying, defacing, or otherwise damaging Jefferson Transit property;
12. Possessing any open beverage container holding alcohol or possessing controlled substances, unless otherwise authorized by law;
13. Carrying, exhibiting, displaying, or drawing any firearm, dagger, sword, knife or other cutting or stabbing instrument, club, or any other weapon apparently capable of producing bodily harm, in a manner, under circumstances, and at a time and place that either manifests an intent to intimidate another or that warrants alarm for the safety of other persons, unless otherwise authorized by law;
14. Throwing an object at Jefferson Transit vehicles, facilities, or property, or throwing an object at any person on Jefferson Transit property;
15. Allowing any animal to occupy a seat on transit property, to run at large, to unreasonably disturb others, to leave waste matter on Transit Agency property, to board transit vehicles unless secured in an approved pet container, or to interfere with transit-related activities. Exceptions will be made for service animals;
16. Engages in other conduct that is inconsistent with the intended purpose of the transit facility, transit station, or transit vehicle and refuses to obey the lawful commands of an agent of Jefferson Transit or a law enforcement officer to cease such conduct;



17. Roller-skating, rollerblading, or skateboarding;
18. Riding bicycles, unicycles, mopeds, or other motorcycles, except where public vehicle travel and access is permitted;
19. Eating on Jefferson Transit vehicles or in prohibited areas of Jefferson Transit facilities and properties;
20. Drinking, except from a spill-proof covered container, on Jefferson Transit vehicles or in prohibited areas of Jefferson Transit facilities and properties;
21. Using a public address system, loudspeaker, or other sound-amplifying device, except as authorized by Jefferson Transit or its designee;
22. Using Jefferson Transit property for residential or commercial parking purposes except as authorized by Jefferson Transit or its designee;
23. Operating, stopping, standing, or parking a vehicle in any roadway or location restricted for use only by Jefferson Transit vehicles or otherwise restricted;
24. Sitting or lying on floors of Jefferson Transit vehicles or floors, sidewalks, asphalt, or other ground covering in or on Jefferson Transit facilities and properties;
25. Sleeping, camping, or storing personal property on benches or floors on or within Jefferson Transit vehicles, facilities, properties, unless otherwise authorized by law;
26. Entering or remaining upon any nonpublic areas of Jefferson Transit facilities or properties, including, but not limited to, staging areas, work areas, and equipment rooms, except when authorized by Jefferson Transit or its designee;
27. Sitting or remaining in an area marked as reserved for senior citizens or paratransit customers without proof of age or current paratransit ID card;
28. Entering Jefferson Transit vehicles, facilities, or properties without wearing a shirt or shoes unless medical accommodation is pre-authorized by the transit agency to allow for coverings other than shoes;
29. Engaging in commercial activities, except when such activities are authorized by Jefferson Transit or its designee in a written permit, license, concession contract, lease, or other written authorization;
30. Committing any act which tends to create or incite, or creates or incites, an immediate breach of peace, including, but not limited to,
  - (a) fighting,
  - (b) racing,
  - (c) obscene language and noisy or boisterous conduct tending to cause a breach of the peace, and

- (d) personally abusive epithets or words or language of an offensive, disgusting, or insulting nature, which epithets, words, or language when addressed to the ordinary citizen are, as a matter of common knowledge, inherently likely to provoke a violent reaction of fear, anger, or apprehension;
31. Engaging in sexual activity with self or others while riding or accessing Jefferson Transit vehicles, facilities, or properties;
  32. Displaying or reading pornographic material where others may see it;
  33. Engaging in gambling or any game of chance for the winning of money or anything of value;
  34. Using Jefferson Transit vehicles, facilities, or properties for nontransit-related activities, except as authorized by Jefferson Transit or its designee;
  35. Entering Jefferson Transit vehicles, facilities, or properties when lacking the ability to care for oneself because of illness, intoxication, or medication(s);
  36. Extending an object or a portion of one's body through the door or window of a Jefferson Transit vehicle;
  37. Hanging or swinging on bars or stanchions with feet off the floor while on Jefferson transit property or hanging onto or otherwise attaching oneself to the exterior of a Jefferson transit vehicle or other transit property;
  38. Engaging in any physical sport activity on Jefferson transit property;
  39. Loitering or "hanging out" (customers are expected to board the next scheduled Jefferson transit vehicle traveling in the direction of their destination);
  40. Refusing to allow proper securement of a wheelchair on Jefferson Transit vehicles;
  41. Failure to pay the appropriate fare as required by the Jefferson Transit Authority; or falsely representing oneself as eligible for a special or reduced fare or obtaining any permit or pass related to Jefferson Transit by making a false representation;
  42. Falsely claiming to be a Jefferson Transit operator or other Jefferson Transit employee or volunteer, or, through words, actions and/or the use of clothes, insignia, or equipment resembling department-issued uniforms and equipment, creating a false impression that one is a Jefferson Transit operator or other Jefferson Transit employee or volunteer;
  43. Interfering or tampering with mobile data computers, fare boxes, or any other equipment on Jefferson Transit vehicles or properties;
  44. Laying hands or verbally intimidating a Jefferson Transit operator or Jefferson Transit employee, including spitting on them.
  45. Exceeding the number of no-shows allowed under the paratransit policy provided that trips missed for reasons beyond the customer's control shall not be counted as no-shows;
  46. Impeding paratransit service through non-compliance with the paratransit procedures; and
  47. Violating an exclusion order issued under these Rules of Conduct.



## **B. Enforcement**

### **1. Exclusion from Service.**

- (a) **Basis for Exclusion.** Any person engaging in prohibited conduct under these provisions of Article III, Section A, may be refused entrance upon, ordered to leave, or otherwise restricted in the use of Jefferson Transit vehicles, facilities, or properties by a commissioned law enforcement official, Jefferson Transit personnel, or authorized personnel of a Jefferson Transit contracted service provider. Failure to immediately comply with such a removal or exclusion order may be grounds for prosecution for criminal trespass and/or unlawful transit conduct.
- (b) **Immediate Exclusion or Removal.** A Jefferson Transit employee may immediately reseal, refuse transportation, or remove from Jefferson Transit vehicles, facilities, or properties without prior written notice a person who has engaged in prohibited conduct under Article III, Section A, which, in the Jefferson Transit employee's discretion, poses a safety or security risk, interferes with or impinges on the rights of others, impedes the free flow of the general public, or impedes the orderly and efficient use of Jefferson Transit vehicles, facilities, or properties. If an individual who is immediately excluded or removed is also excluded from future access to Jefferson Transit vehicles, facilities, or properties, Jefferson Transit should, to the extent possible, give notice to that individual of the future exclusion pursuant to section (B) (c).
- (c) **Notice Procedure.** Jefferson Transit may give a person to be excluded from Jefferson Transit vehicles, facilities, or properties written notice, to the extent possible, by personal delivery or by U.S. Postal Service Priority Mail, delivery confirmation requested, addressed to the person's last known address. The notice shall specify the reason or reasons for exclusion, identify the scope, duration, and effective date of the exclusion, and explain the appeal process. The exclusion notice is effective upon actual or constructive receipt.
- (d) **Constructive Receipt.** Receipt of an exclusion notice is construed to have occurred if the person knew or reasonably should have known from the circumstances that he or she is excluded from Jefferson Transit vehicles, facilities, or properties. Receipt of an exclusion notice is also presumed to have been accomplished three calendar days after the notice has been placed in the U.S. Mail to the person's last known mailing address.

(e) **Length of Exclusion.** The following suggested exclusion lengths are guidelines to be used by Jefferson Transit in determining the duration of a particular exclusion under the provisions of Article III. The actual exclusion period imposed may be shorter or longer depending on the circumstances of each case. Circumstances that Jefferson Transit may consider in determining the length of exclusion include, but are not limited to, the circumstances of the incident and the individual's history of documented prior conduct/incidents while using or accessing Jefferson Transit vehicles, facilities, or properties. **Permanent exclusion may be appropriate under certain circumstances.**

- (1) If the person being excluded has had no policy violations, including exclusions or removals, in the prior 12 months, and
  - a. The prohibited conduct would constitute a misdemeanor in Washington State or prohibited by RCW 9.91.025, the duration of the exclusion should not exceed 30 days.
  - b. The prohibited conduct would constitute a felony in Washington State; the exclusion should not exceed 90 days.
- (2) If the person being excluded has had one prior policy violation, including exclusions or removals, in the prior 12 months, and
  - a. The prohibited conduct would constitute a misdemeanor in Washington State or prohibited by RCW 9.91.025, the duration of the exclusion should not exceed 60 days.
  - b. The prohibited conduct would constitute a felony in Washington State; the exclusion should not exceed 90 days.
- (3) If the person being excluded has had two or more prior policy violations, including exclusions or removals, in the prior 12 months, and
  - a. The prohibited conduct would constitute a misdemeanor in Washington State or prohibited by RCW 9.91.025, the duration of the exclusion should not exceed 90 days.
  - b. The prohibited conduct would constitute a felony in Washington State; the exclusion should not exceed 120 days.
- (4) If the prohibited conduct is identified as a crime against a person or involves a firearm or other dangerous weapon, the duration of the exclusion could range from 365 days to permanent.

- (f) **Appeal Procedure.** Not later than 15 calendar days after exclusion notice becomes effective, an excluded person may appeal in writing to the Jefferson Transit Operations Manager for a review of the exclusion. The appellant may request a hearing, or the appellant may request review without a hearing based on a written statement setting forth the reasons why the appellant believes exclusion is invalid or improper. If the appellant is unable to respond in writing, Jefferson Transit will make reasonable accommodations. If no hearing is requested, the Jefferson Transit Operations Manager, or his or her designee, shall render a written decision within 20 calendar days after Jefferson Transit's receipt of the appeal.
- (g) **Hearing.** If the appellant does request a hearing, the hearing shall be held within 30 calendar days after Jefferson Transit's receipt of the appeal, and the hearing may be recorded (see consent form). The Jefferson Transit Operations Manager, or his or her designee, shall render a written decision within 20 calendar days after the hearing. The appellant may be represented by counsel and may present witnesses to testify upon oath or affirmation in support of the appeal. The Operations Manager may also hear from witnesses who testify upon oath or affirmation, and he or she may examine evidence during the appeal hearing. The exclusion shall remain in effect during the appeal process.

## 2. Other Laws Not Limited.

The enforcement of Article III herein is not intended to limit, in any manner, the enforcement of any applicable federal, state, or municipal laws, provided that Jefferson Transit employees and volunteers are not authorized to assist in enforcing a court order prohibiting or restricting contact with any other person other than to notify appropriate law enforcement personnel via Jefferson Transit's dispatcher.

### c. Liability

Nothing in Article III herein shall create a duty to any person on the part of Jefferson Transit or form any basis for liability on the part of Jefferson Transit, its officers, agents, employees, or volunteers. The obligation to comply with Article III is solely that of any person entering and using Jefferson Transit's vehicles, facilities, and properties, and Jefferson Transit's enforcement of Article III is discretionary not mandatory.





*Agenda Item 4c.*

**Meeting Date:** July 19, 2011

**Subject:** Resolution 11-23: Intent to Dispose of Surplus Personal Property

**Prepared By:** Natalie Patten

**Approved By:** 

**Summary:** Resolution 11-23 approves a list of 10 vehicles and equipment to go into Surplus. This list is prepared by Ben Arnold, Fleet and Facilities Manager.



JEFFERSON TRANSIT AUTHORITY

RESOLUTION 11-23: INTENT TO DISPOSE OF SURPLUS PERSONAL PROPERTY

APPENDIX A

SURPLUS PROPERTY

Bus/Item Number	Item Description	Vin Number	License Number
17	1998 E-450 ELDORADO	1FDXE40F2XHA11102	RS03032
19	1998 E-450 ELDORADO	1FDXE40F6XHA11104	RS03031
21	1999 E-450 ELDORADO	1FDXE40F4XHC15108	RS0367
970	2002 E-450 ELDORADO	1FDXE45F92HA45166	63130C
96	1982 ORION 1	2B119470C6015519	C56996
963	1996 THOMAS LINER	1T7CL2B28T1140328	42257C
966	1997 THOMAS LINER	1T75L20V1145471	44470C
968	1997 THOMAS LINER	1T75L2B20V1145468	44469C
002	1987 IHC BUCKET TRUCK	0287-R0502	5968IC
053	1985 TOYOTA FORKLIFT	4FGL25-20260	4FGL25



*Agenda Item 4d.*

*Meeting Date:* July 19, 2011

*Subject:* Resolution 11-24: Capitalized Asset Policy

*Prepared By:* Natalie Patten

*Approved By:* 

**Summary:** Resolution 11-24 updates the Capitalized Asset Policy signed by the Authority Board in February 1983. Amendments include an increase in the value of a capitalized asset and methods for identifying the useful life of an asset.



<i>Title:</i> <b>Capitalized Asset Policy</b>	<i>Resolution:</i> <b>11-24</b>
<i>Author:</i> <b>Teressa Lange, Finance Manager</b>	<i>Effective Date:</i> <b>July 19, 2011</b>



*Jefferson Transit Authority*

**Capitalized Asset Policy**

**Effective July 19, 2011**

Jefferson Transit Authority (“JTA”) recognizes the need to maintain a policy consistent with generally accepted accounting principles to capitalize assets.

## **Capitalized Asset Policy**

JTA requires all individual assets acquired by the Authority having a cost in excess of Five Thousand Dollars (\$5,000) and having a useful life in excess of one year to be considered capital assets, recorded in the capital asset inventory, and depreciated using the straight line method over the useful life of the asset.

Whenever historical costs of an asset are not known (donations, contributions, etc.) such assets shall be appraised at fair market value. Any such asset having a value in excess of Five Thousand Dollars (\$5,000) and having a useful life in excess of one year shall be considered a capital asset, recorded in the capital asset inventory and be depreciated using the straight line method over the remaining useful life of the asset.

JTA will use *useful life* identified by the US Department of Transportation (“USDOT”), Federal Transit Administration (“FTA”) for all capital assets. This will identify the useful life of the property in later years.

JTA will determine useful life if one is not identified by the FTA. Acceptable methods for JTA to utilize are:

- a) GAAP (Generally Accepted Accounting Principles)
- b) Independent evaluation
- c) Manufacturers estimate of useful life
- d) Internal Revenue Service guidelines
- e) Industry standards
- f) Grantee experience
- g) The Grantees Auditor, State of Washington Auditors Office
- h) Proven, useful life developed at a Federal test facility.

This policy is to be retroactive to January 1, 2011





1615 W. Sims Way, Port Townsend, WA 98368

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Date: 07/13/2011  
To: JTA Staff and Authority Board  
From: Natalie Patten, Clerk of the Board  
Re: 2011 Washington State Transportation Association Wall of Fame

The Washington State Transportation Association Wall of Fame recognizes exemplary employees for their dedication, innovation, customer service, and professionalism.

On **Monday, August 22, 2011**, honorees will be introduced at the Recognition and Awards Banquet in Kennewick. The event will be held during the 2011 Washington State Transit Symposium and Vendor Expo. Honoree photos and achievement descriptions will be prominently displayed on the Wall of Fame exhibit during the conference.

Jefferson Transit's 2011 Honoree is Kenny Yingling. Kenny has worked in the Maintenance Department for Jefferson Transit since July of 2010. Employees turned in nomination forms and Kenny was chosen from a group of 4 nominees. The following are statements made by Kenny's fellow employees on their nomination forms.

\*\*\*\*\*

"Very dependable, always here, hardworker, you always see him busy with something and he listens to what you have to say."

"It's a pleasure to work with Kenny- He's always upbeat and often goes above and beyond to get the job done."

"Always pleasant to drivers! Always willing to be a team player. Always working hard 😊"

## 2011 Washington State Transportation Association WALL OF FAME NOMINATIONS

**\*\*These are Excerpts from Nomination forms turned in. Please take a moment to see the great things said about your fellow employees.**

### **KENNY YINGLING**

“Very dependable, always here, hardworker, you always see him busy with something and he listens to what you have to say.”

### **KENNY YINGLING**

“It’s a pleasure to work with Kenny- He’s always upbeat and often goes above and beyond to get the job done.”

### **KENNY YINGLING**

“Always pleasant to drivers! Always willing to be a team player. Always working hard ☺”

### **KENNY YINGLING**

“He does a great job of checking fluids in the coaches in the am. He’s pleasant, cheerful & helpful. You don’t see Kenny standing around visiting. He’s always busy working. He’s involved on the safety committee and makes a positive contribution to the agency.”

### **DAVID LONT**

“David has made vast, high quality improvements to our aging building and facilities. For the 1<sup>st</sup> time in the 10 years I have worked here, all the lights work at the P&R shelter. He is humble, polite and focused. A great member of our team.”

### **LLOYD EISENMAN**

“Lloyd has been an outstanding example of Professionalism (with a capital “P”). His promoting JT through his work in the Bus Roadeos speaks for itself. Despite work set-backs this year (not of his doing) he is constantly upbeat, hardworking and dedicated. “

### **TIM NOLAN**

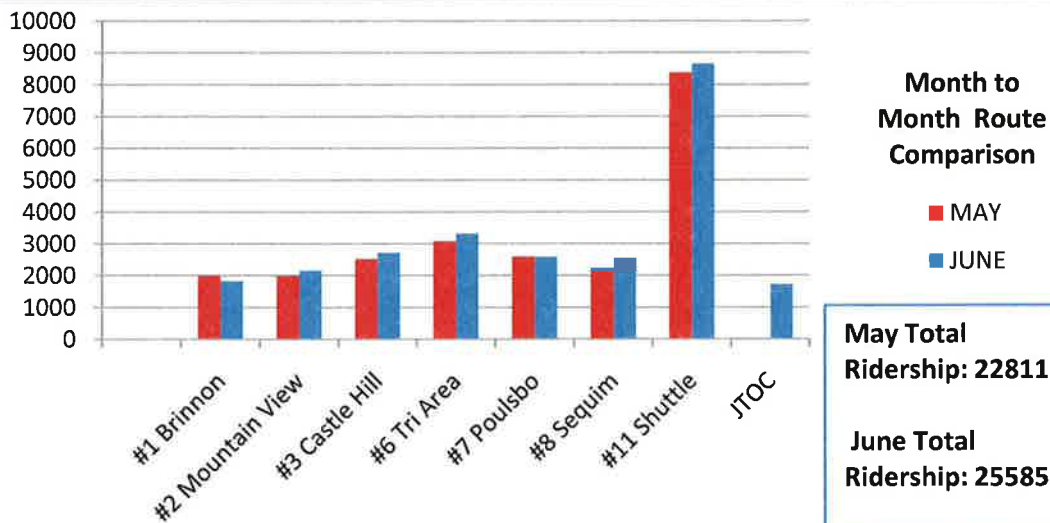
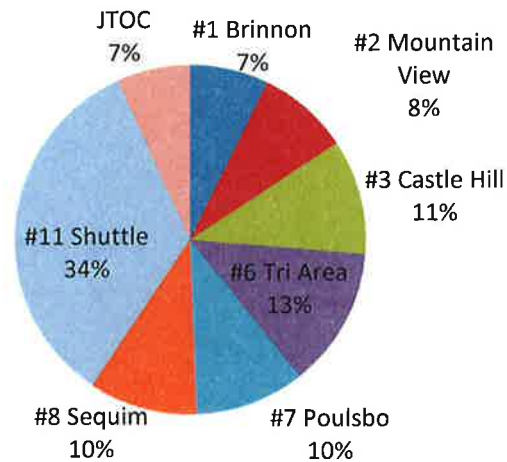
“I truly appreciate Tim’s willingness to always help out, whether it’s working his RDO, working during his lunch to help out or staying late to help if needed. His attitude is always good and positive.”

# RIDERSHIP DASHBOARD

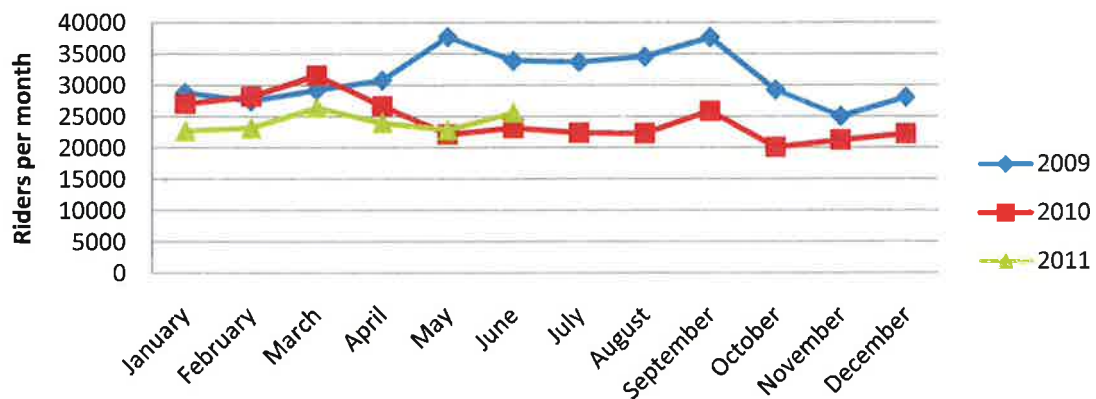
YEAR TO DATE/CURRENT VS. PREVIOUS MONTH

## JTA Monthly Percentage of Ridership- June 2011

Total Ridership  
for June 2011  
**25585 (100%)**



## Ridership by Month and Year



# JEFFERSON TRANSIT AUTHORITY

## MONTHLY RIDERSHIP REPORT

### JUNE, 2011

		Boardings	Wheel							
Route		per Month	Chairs per Month	Bikes per Month	Runs per Month	Revenue Mileage	Revenue Hours	Boardings Per Run	Boardings Per Mile	Boardings Per Hour
LOCAL										
#2	Mt. View Connector	2167	22	68	340	2516	143	6.37	0.86	15.18
#3	Castle Hill Connector	2722	8	185	340	3094	146	8.01	0.88	18.62
#11	Shuttle	8665	47	259	680	2652	252	12.74	3.27	34.44
LOCAL TOTAL		13554	77	512	1360	8262	541	9.04	1.67	22.74

## COMMUTER

#1	Brinnon	1837	1	208	192	8160	207	9.57	0.23	8.86
#6A	Tri Area Loop (5)	1777	2	147	126	3263	105	14.10	0.54	16.99
#6B	Tri Area Loop (6)	1546	1	128	100	2590	83	15.46	0.60	18.63
#7	Poulsbo	2592	15	174	192	8045	205	13.50	0.32	12.62
#8	Sequim	2553	3	187	236	8118.4	184	10.82	0.31	13.87
COMMUTER TOTAL		10305	22	844	846	30177	784	12.69	0.40	14.19

## SPECIAL EVENTS

SPECIAL EVENTS	Boardings	Runs per event
Rhody Festival 05-21-2011	162	2

## WEST JEFFERSON

WEST JEFFERSON	1726	0	75	192	12068	381	8.99	0.14	4.53
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**TOTAL MONTHLY**

<b>TOTAL MONTHLY</b>	<b>25585</b>	<b>99</b>	<b>1356</b>	<b>2398</b>	<b>50507</b>	<b>1706</b>	<b>10.24</b>	<b>0.74</b>	<b>13.82</b>
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22 Weekdays in Month

4 Saturdays in Month

4 Sundays in Month

## VANPOOL

	Passenger	Miles	Average Riders
	Trips	Travelled	Per Van
Vanpool	1436	10878	6.03

## DIAL A RIDE

			Revenue	Revenue	Boardings	Boardings	Boardings	New
	Boardings	Runs	Mileage	Hours	Per Run	Per Mile	Per Hour	Applicants
Dial A Ride	1464	1313	6049.1	519	1.12	0.24	2.82	17

*\*Boardings includes Passenger and Attendant if needed*