



AGREEMENT BETWEEN

**AMALGAMATED
TRANSIT UNION
LOCAL 587**

AND

**JEFFERSON TRANSIT
AUTHORITY**

January 1, 2022 through December 31, 2024



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PREAMBLE

This AGREEMENT is made and entered into by and this day between JEFFERSON TRANSIT AUTHORITY on behalf of the Jefferson County Public Transportation Benefit Area, hereinafter known as “JTA,” and the Amalgamated Transit Union, Local 587, hereinafter referred to as the “UNION,” and the successors and assigns of each.

DEFINITIONS

When the term “PARTIES” is used herein, it refers to JTA and the UNION. When the term “AGREEMENT” is used herein, it refers to this collective bargaining agreement.

The PARTIES agree that the term “Employee” whenever used, whether singular or plural, means and applies to those Employees of JTA 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.

CONVENTIONS

References to an Article shall mean the respective Article of this AGREEMENT, unless otherwise specified.

References to Section shall mean the respective Section of the Article of this AGREEMENT in which the reference is contained, unless otherwise specified.

References to Paragraph shall mean the respective Paragraph of the Section and Article of this AGREEMENT in which reference is contained, unless otherwise specified.

ARTICLE 1 – RECOGNITION

SECTION 1. SOLE BARGAINING REPRESENTATIVE

JTA recognizes the UNION as the sole and exclusive bargaining representative for Employees working in the job classifications in Article 6.

SECTION 2. EXCLUDED EMPLOYEES

Except those Employees working in job classifications listed in Article 6, 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 2 – NON-DISCRIMINATION

SECTION 1. UNION MEMBERSHIP

The PARTIES 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, discipline, benefits and other related programs are administered on a merit basis without regard to race, creed, color, religion, sex, gender, sexual orientation, national origin, political affiliation, age, marital status, disability, or liability for service in the Armed Forces of the United States. JTA 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 an Employee's race, creed, color, religion, national origin, political affiliation, age, sex, gender, sexual orientation, marital status or disability, except as specifically exempted by a bonafide occupational qualification. Any employee of JTA who obstructs this policy with respect to equal employment opportunity will be subject to disciplinary action.
- B. JTA's personnel policy considers all types of harassment to be a form of discrimination, which will not be tolerated by JTA. 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 3 – UNION SECURITY

SECTION 1. CHECKOFF OF MEMBERSHIP, DUES AND FEES COLLECTION

- A. JTA shall deduct the regular dues, fees and assessments of the UNION from the wages of any bargaining unit Employee for whom the UNION has submitted and signed written authorization to JTA. Consistent with federal, state and local law, JTA shall honor and adhere to the specific provisions of any such authorization for the deduction of regular dues, fees and assessments regarding the duration, renewal, procedure for revocation and all other provisions agreed to by the Employee as stated in the authorization, irrespective of the Employee's membership in the Union.
- B. JTA shall deduct contributions to the ATU Committee on Political Education (COPE) from the wages of any bargaining unit Employee for whom the UNION has submitted written and signed authorization to JTA.
- C. JTA shall transmit the amounts deducted on the Employees behalf to the UNION no less than once a month for the Employees involved.
- D. An Employee shall notify the UNION in writing of their desire to opt out of Membership. The UNION will provide JTA written notice to cease dues collection on the Employee within the next pay period.

SECTION 2. HOLD HARMLESS FROM LIABILITY

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

SECTION 3. LIST OF NEW OR TERMINATING EMPLOYEES

JTA agrees to furnish the UNION with the names of all new Employees and a list of all terminating Employees that are covered by the AGREEMENT within two (2) weeks of said changes.

SECTION 4. EMPLOYEE ORIENTATION

When an orientation program, formal or informal, is conducted for new Employees, within three (3) weeks of date of hire and with cooperative effort between the PARTIES, JTA shall permit the UNION not less than one (1) hour to give a presentation, answer questions, distribute materials and solicit membership in the UNION. When a newly hired employee does not attend an orientation, or is not scheduled to attend an orientation scheduled to take place within sixty (60) days of hire, JTA shall provide the UNION with timely notice of same and with not less than one (1) hour to meet with the Employee. The meetings between the UNION and Employees shall take place during the Employee's regular working hours with no loss of pay to the Employees involved.

ARTICLE 4 – 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, pin, or patch prescribed by the ATU International organization. Such insignia shall be worn on the right portion of a uniform item. The wearing of such insignia by an Employees shall not be cause for discipline.

SECTION 2. UNION BUSINESS

No UNION member or officer shall conduct UNION business on JTA time without permission of a JTA manager.

SECTION 3. ACCESS TO PREMISES

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

ARTICLE 5 – RIGHTS OF THE PARTIES

The responsibility to manage the affairs of the Jefferson Transit Authority is vested exclusively in the JTA, 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 6 – WAGES

SECTION 1. BASE WAGES

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

Job Classification	2021	% Increase	2022	% Increase	2023	% Increase	2024
Dispatcher	\$30.46	6.0%	\$32.29	3.0%	\$33.26	1.00%	\$33.59
Facility Maintenance Lead	\$28.45	MOU 10/22/2021 6.0%	\$28.45	3.0%	\$29.30	1.00%	\$29.60
Facility Maintenance Worker	\$24.47	MOU 10/22/2021 6.0%	\$24.47	3.0%	\$25.20	1.00%	\$25.46
Field Supervisor	\$30.46	6.0%	\$32.29	3.0%	\$33.26	1.00%	\$33.59
Lead Mechanic (115% of Mechanic)	\$33.97	6.0%	\$36.01	3.0%	\$37.09	1.00%	\$37.46
Mechanic	\$29.54	6.0%	\$31.31	3.0%	\$32.25	1.00%	\$32.57
Mechanic I	\$26.49	6.0%	\$28.08	3.0%	\$28.92	1.00%	\$29.21
Maintenance Cleaner	\$18.30	6.0%	\$20.46	3.0%	\$21.07	1.00%	\$21.28
Maintenance Clerk	\$19.96	6.0%	\$23.28	3.0%	\$23.98	1.00%	\$24.22
Maintenance Service Worker	\$24.45	6.0%	\$25.92	3.0%	\$26.69	1.00%	\$26.96
Transit Operator	\$26.47	6.0%	\$28.06	3.0%	\$28.90	1.00%	\$29.19

Maintenance Cleaner – Wage adjustment of \$1.00 per hour in 2022 prior to the wage increase being applied.

Maintenance Clerk – Wage adjustment of \$2.00 per hour in 2022 prior to the wage increase being applied.

Retro Pay – JTA will pay full retroactive pay to all Employees from 1/1/2022 to the date the PARTIES mutually ratify the contract, so long as the Union membership votes to ratify the contract before Feb 12, 2022.

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 month – 1 year	92.5% of the base wage
Step C	1 year – 2 years	95% of the base wage
Step D	2 years – 3 years	97.5% of the base wage
Step E	3 years – 4 years	100% of the base wage

SECTION 3. INSTRUCTOR PAY

Employees, qualified and selected by JTA to perform instructional duties, shall receive one hundred ten percent (110%) of their current wage for all time spent performing instruction (time spent teaching/demonstrating and/or observing trainee working).

Employees who perform route familiarization duties (time trainee spends observing) 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
- Beginning of the 30th year, \$.20/hour
- Beginning of the 35th year, \$.20/hour
- Beginning of the 40th 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

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.

SECTION 6. TRANSITION BETWEEN CLASSIFICATIONS

- A. An employee who transitions from a lower paid classification to a higher paid classification will be paid either their base wage rate or the entry level wage rate for the new classification, whichever is higher.
- B. An employee who transitions from a higher paid classification to a lower paid classification will be paid the new classification's wage and maintain their current pay scale step, plus longevity.

ARTICLE 7 – 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. All Employees, shall be guaranteed two (2) scheduled days off per week. JTA shall maximize consecutive days off regardless of how the days fall within the above work week, unless regular days off are waived by mutual agreement. Extraboard Operator days off are governed by Article 19, Section 4.

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 (11) 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 (11) 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 8 – HEALTH INSURANCE PROGRAMS

SECTION 1. HEALTH INSURANCE PROGRAMS

- A. JTA 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 JTA for all Employees shall be covered for one hundred percent (100%) of the health insurance premium, and their dependents shall be covered for seventy percent (70%) of the premium. based on the following conditions:
- B. New regular Employees will be enrolled in JTA's health insurance programs the first business day of the next month following employment. However, health insurance benefits will start immediately for Employees who begin work on the first business day of the month.
- C. Jefferson Transit Authority has established a Variable Employee Benefit Association (VEBA) account.

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. JTA and the UNION acknowledge that this is presently twenty-four cents (\$0.24) 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, JTA agrees to use calendar year compensation as described in Treas. Reg. 1.105-11(d) for fiscal year HRA plans.

- D. In addition, Jefferson Transit has established a Health Reimbursement Account (HRA) for each eligible Employee through Pacific Source Administrators. On January 1 of each year, Jefferson Transit will deposit \$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 \$1,750.00. On December 31st of each year, all accumulated balances over \$1,250.00 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 JTA'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 1/12 of \$500 for each month left in the year. For example, an Employee hired January 1st 2011 will be eligible for HRA monies August 1st 2011 for the amount of \$208.33.
- E. No change in any benefit levels shall be made unless first reduced to writing and negotiated with the UNION.

- F. JTA 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. JTA will maintain dollar coverage equal to the basic plan.

SECTION 2. STATE INDUSTRIAL INSURANCE PROGRAM

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

SECTION 3. TERMINATION OF BENEFITS

Per COBRA requirements, an Employee who terminates employment with JTA, or is terminated by JTA may elect to extend health insurance coverage at their own expense for eighteen (18) months after termination. Terminated Employees are eligible for EMPLOYER paid premiums through the end of the month in which their employment is terminated. The Employee's HRA/VEBA accounts are theirs to use until the funds in each account have been depleted, however, if they have terminated employment they are no longer eligible to receive additional EMPLOYER paid 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 when requested by either the UNION or JTA or in response to a change in plan design. 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 9 – GENERAL LEAVE

SECTION 1. ACCRUAL OF GENERAL LEAVE

- A. Scheduled increases in the accrual rate will begin with the first biweekly pay period following the completion of the necessary month's active service.

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

- One (1) thru sixty (60) months: Hours paid or hours worked times .0962
 - Sixty-one (61) thru one hundred twenty (120) months: Hours paid or hours worked times .1154
 - One hundred twenty one (121) months and up: Hours paid or hours worked times .1346
- B. Employees hired after January 1, 2011, will be credited general leave for each hour worked for the duration of their employment at JTA.
- C. 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.
- D. 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 February 28 of the following year.
- E. JTA will provide a general leave accrual breakdown statement included with the bi-weekly paychecks.

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 JTA, 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. JTA and the UNION agree that it is in the best interest of both parties to provide an opportunity for represented JTA 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 JTA'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 JTA Employee.

SECTION 3. GENERAL LEAVE SELECTION

- A. The number of Employees on general leave at any one time shall be regulated by JTA.
- 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, Extraboard 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 JTA.
- F. Annual Vacation Bid
 - 1) Definitions
All Drivers & Dispatchers employed at JTA will be required to bid vacation within their classification through general leave accrual per the following rules:
 - a) An Annual Vacation Bid will take place in a)October for the following year, 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 per round. After the first round is complete, Employees in seniority order, may bid or pass on a second annual vacation bid.
 - b) Employees must have a minimum of forty (40) hours of accrued leave on the books to take part in the Annual Vacation Bid. No 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 cancelled. The Employee will be given written notice of the cancellation.

- c) 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 two (2) general leave slots will be available for transit operators unless otherwise indicated by management. A minimum of one (1) general leave slot will be available for all other classifications unless otherwise indicated by management.
 - e) Management will post a calendar, written or electronic, representing available vacation slots for the next full year by September 15th of each year.
- 2) Process
- a) Each Employee in order of seniority within their classification 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. Short term general leave requests cannot be date-stamped or submitted until completion of the Annual Vacation Bid and must be submitted on the same date as stamped.

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
- c) It is at the sole discretion of management to approve any tentative request beyond available general leave slots.

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 cancelled as follows:

- a) Vacation bids must be cancelled for the entire bid segment.
- b) Short term bids of one (1) day must be cancelled for the entire day.
- c) All vacation bid cancellations must be submitted in writing at least fourteen (14) 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 cancelled day for day, exempt from the fourteen (14)-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. PAY IN LIEU OF GENERAL LEAVE

JTA and the UNION agree that the following is an equitable solution for employees that accumulate leave because of work requirements or other factors that limit when they can be away from the workplace.

- A. Before December 1 of each year an employee may irrevocably elect for the following calendar year to receive additional pay in lieu of a portion of his/her general leave accrual, provided:
 - a. As of the pay date immediately prior to November 1, the employee has accrued an uncommitted (i.e. the leave balance minus requests for future time off) 180 hours of general leave.
 - b. The election is made during the annual health insurance cafeteria plan open enrollment period.
- B. The election may be for (1) 2 hours, (2) 4 hours, or (3) 8 hours of the leave accrued per pay period in the following calendar year to be paid out each pay period in the form of cash (as part of bi-weekly paycheck) instead of accruing paid time off. The election is effective only for the following calendar year and once made, cannot be changed by the employee.
- C. The payment of the general leave accrual in cash (as part of bi-weekly paycheck) will be automatically cancelled and the full accrual of general leave will resume for the remainder of the year if the employee's general leave balance falls below 20 hours at the end of a pay period, for whatever reason (scheduled vacation, family medical leave, sick leave, etc.).

SECTION 5. UNPLANNED USE OF GENERAL LEAVE.

- A. Unplanned use of general leave shall 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 6. 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, Employees are directed to RCW 49.12.270 as amended.
- 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 7. SICK LEAVE TO CARE FOR FAMILY MEMBERS

JTA shall allow an Employee to use the Employee's general leave bank to care for a family member Employee in accordance with RCW 49.12.270 as amended.

SECTION 8. 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. JTA may grant general 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 10 – RETIREMENT PLAN

JTA agrees to provide coverage to each eligible Employee in the Old-Age and Survivors Insurance System 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 11 – 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
 - (3) Memorial Day
 - (4) Juneteenth (Paid working holiday on regular service days, otherwise it's a paid holiday.)
 - (5) Independence Day
 - (6) Labor Day
 - (7) Veterans Day
 - (8) Thanksgiving Day
 - (9) Christmas Day
 - (10& 11) 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. President's Day will be an All-Staff Training Day paid as a regular working day. However, in the event training day is canceled on President's Day, it will then be an observed paid holiday.
- 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. 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 forty (40) 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 February 28 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 February 28 of the following year.
- G. Employees on leave of absence without pay shall not receive holiday pay.

ARTICLE 12 – 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 JTA 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 JTA, 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 JTA for such leaves of absence. Such leaves may be extended upon request of the UNION by JTA.
- 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 JTA while on the UNION payroll.
- C. The UNION agrees to provide JTA 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. JURY 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 jury duty shall be surrendered to JTA, except that money received as a specified reimbursement for travel expenses shall be retained by the Employee. Employees will report for work when less than a normal workday 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 JTA. 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, WASHINGTON PAID FAMILY AND MEDICAL LEAVE, AND WASHINGTON PAID SICK LEAVE.

- A. JTA will follow all applicable laws under the Federal Family Medical Leave Act (29 U.S.C. Chapter 28) as amended. JTA will follow all applicable laws under the Washington Family and Medical Leave Program (Chapter 50A.04 RCW) as amended. JTA will follow all applicable laws pertaining to Washington Paid Sick Leave (RCW 49.46.210) as amended.
- B. 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.

- C. To be eligible for FMLA leave, 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.

WPFML is a benefit that is administered by Washington State Employment Security. To be eligible for WPFML, an individual must have worked at least 820 hours for any employer in Washington state in the “qualifying period”. The “qualifying period” means the first four of the last five completed calendar quarters or, if eligibility is not established, the last four completed calendar quarters immediately preceding the application for leave. Employees using this program will submit proof of approved benefits to JTA as soon as possible.

The leave may be continuous or intermittent and shall be unpaid, except that the Employee must first use all the available accrued general leave as part of the twelve (12)-week period before taking unpaid leave.

- D. 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.
- E. FMLA or WFLA leave, along with industrial injury leave if applicable, shall run concurrently to the extent permitted by law.
- F. Under any leave allowed in this AGREEMENT, the most liberal allowance under FMLA, WFLA, and this AGREEMENT will apply.

SECTION 8 WITNESS LEAVE

- A. Any Employee called on behalf of JTA during an investigation or trial shall receive regular compensation.
- B. No Employee called as a third-party witness in a JTA related case by another Employee under investigation for an infraction, during an investigation or trial, shall receive regular compensation.

ARTICLE 13 – PROBATIONARY PERIOD

SECTION 1. DEFINITIONS

The probationary period shall be six (6) months for all Employees commencing with their date of employment. Probationary periods may be modified by mutual consent of JTA and the UNION.

SECTION 2. NEW HIRE EMPLOYEES

- A. Prior to completion of the probationary period, new hire Employees may be discharged when, in the judgment of JTA, they are not satisfactory. Terminations during a new hire Employee's initial probationary period are not subject to the grievance procedure in the AGREEMENT.
- B. Employee shall be considered to be a regular Employee upon successful completion of probationary period.

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 14 – 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 JTA 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

JTA shall post a copy of the seniority list, as provided and certified by the UNION, 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 15 – 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 JTA 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 JTA of their intention to return to work. If any Employee fails to notify JTA 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 JTA by registered mail and such notification is received prior to the deadline for reporting to work. It is recognized that JTA may require verification of the illness or injury. If the verification is not submitted promptly to JTA, and if it is not to the satisfaction of JTA, 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 JTA 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

JTA 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 JTA 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 JTA 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 16 – 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

JTA shall not require any Employee to take a lie detector test, nor will JTA establish or maintain surveillance of Employees by means of recording equipment and/ or telephone without advance written consent from the UNION. 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 Board members without first notifying the Employee as required by law.

SECTION 3. SERVICE LETTER

At the termination of service with JTA, 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 JTA's property or among Employees on duty, except by mutual written consent of JTA and the UNION.

SECTION 5. UNION BULLETIN BOARDS

JTA agrees to provide space for UNION bulletin boards not to exceed 48.35" x 44.30" unless otherwise agreed to by JTA and the UNION at work locations as determined by JTA 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 JTA'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, JTA and the UNION shall agree upon suitable space and conditions for the posting of campaign literature. In addition, JTA agrees to provide space attached to the bulletin board for a "flip-over" clipboard.

SECTION 6. LABOR RELATIONS COMMITTEE

JTA and the UNION agree to establish a committee to be known as the “Labor Relations Committee,” which shall be composed of equal representatives of JTA 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 JTA and the UNION, and/or other subjects which may be mutually agreed upon as the need arises. Tentative quarterly dates will be scheduled prior to the next calendar year and where schedule conflicts exist a meeting will be rescheduled within 30 days of the original date. Agenda items will be submitted by the PARTIES no later than ten (10) business days prior to the meeting. Minutes shall be taken by JTA, distributed to committee members within 14 business days following the LRC meeting for approval, prior to posting on company bulletin boards.

SECTION 7. TEMPORARY WORK OUTSIDE OF CLASSIFICATION

- A. Where a vacancy occurs in any JTA 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 JTA, develop a flexible work schedule. Flexibility may include start time, end time, length of lunch, and days off. JTA 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

JTA will reimburse all Employees for the use of their personal vehicle per the Travel and Travel Reimbursement Policy.

SECTION 10. SANITARY AND FIRST AID FACILITIES

- A. JTA 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 ensure their sanitary condition. The Haines Place Transit Center will have two (2) unisex restrooms for Employees only.
- B. JTA will arrange for adequate first aid equipment on all vehicles and at all permanent worksite locations.

SECTION 11. TRANSIT PASSES

- A. JTA agrees to provide transit passes to Employees, their spouses or domestic partners, their legal dependents, and to eligible retired Employees. 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 JTA.

SECTION 12. PHYSICAL EXAMINATIONS

For CDL physical examinations, JTA will designate a physician that Employees may use and will pay the total cost for that physician to perform the physical examination. Employees may use their own CDL certified physician for required examinations. JTA shall reimburse the cost charged for their certified physician up to two hundred twenty dollars (\$220). JTA will only pay for one physical CDL examination per year.

If JTA requires the Employee to have a physical examination, JTA will designate the physician the Employee must use and pay for the physical examination.

SECTION 13. TRAINING

JTA 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 JTA.

JTA currently provides for one day of ALL STAFF training per year that allows Employees to get required annual training (first-aid, fire extinguisher, etc.). This training is always held on President’s Day and is mandatory for all Employees, if this Training Day is canceled by JTA, Training Day shall be observed as a paid holiday. If President’s Day falls on an Employee’s RDO (regular day off), Employees are still required to attend. Employees are paid actual hours worked that day.

SECTION 14. REQUIRED CDL

JTA 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 6, and as such shall serve on all committees except where prohibited by law.

SECTION 16. GROUP BONUS

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

SECTION 17. SAFETY COMMITTEE AND RECOGNITION

JTA shall have quarterly Safety Committee meetings and post the minutes. The Safety Committee will follow WAC 296-800-130 standards as amended, and recognize Employee achievements in safety.

SECTION 18. PRINTING OF AGREEMENT

Upon ratification of a new Agreement, the Parties will equally share the cost of printing copies of the new Agreement. The Union will arrange for printing and will bill JTA for half the cost. The parties will sign off on the final proof of the CBA prior to printing. The parties will each receive half of the hard copies printed.

ARTICLE 17 – DISCIPLINE

SECTION 1. NOTIFICATION OF CHANGES

JTA retains the right to discipline Employees who fail to comply with its published rules and policies. JTA 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 oral reprimands, written reprimands, suspensions and/or dismissal are subject to the grievance procedure outlined in this AGREEMENT.
- B. Should JTA 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 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 18 – 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 JTA.

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 JTA, 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 JTA, 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 JTA 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 cancelling 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 19 – TRANSIT OPERATORS

SECTION 1. DEFINITIONS OF EMPLOYEES

Transit Operators are defined as individuals employed on a continuing basis to operate fixed route or Dial-A-Ride (DAR) 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 DAR 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.
- C. DAR shifts are priority rated. However, by weeks end an operator's DAR hours may be adjusted to avoid exceeding 40 DAR hours. Work accepted from the 'Willing to Work' list will not count towards the weekly total of an operator's DAR hours. Based on ridership, it is possible that the lowest priority shifts may not get any hours on a particular day. Start and quit times will vary day to day for all shifts, depending on demand, There are no guarantee of hours beyond the 90-hour monthly guarantee.
- D. DAR 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 DAR 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.
- E. 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.
- F. 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-JTA 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 JTA will be filled in accordance with the provisions of this AGREEMENT.

In between shakeups new operators hired as Extraboard are added to the bottom of the EB rotation list in seniority order; the Extraboard list should rotate before they are added to ensure new operators are at the bottom of the Extraboard rotation for their first work assignment.

SECTION 3. WORK ASSIGNMENTS

- A. Shake-ups will be conducted at least three (3) times a year on dates selected mutually by JTA 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 permanently vacant between shake-ups, excluding vacancies created by an annual leave vacation, any Operator may submit a written request for a move up to a shop steward. With JTA management notification, a move up bid will follow the same procedure as a shake up.
- C. Shake-ups will be conducted by the UNION Shop Steward and/or their designee.
 - 1) All assignments will be posted by JTA five (5) days in advance of the pick date. Employees will pick in person or by phone in seniority order as posted on the UNION board. Each affected Employee must complete their pick within the notification period. The shake-up must be completed not less than five (5) days before the shake-up goes into effect.
 - 2) Once the shake-up is completed, no Employee will be permitted to change assignments without the consent of JTA and the UNION.
 - 3) At Shakeup, Operators desiring to be placed on a Willing to Work List and the Overtime Willing to Work List must formally sign the list (see glossary). They will be placed on the Willing to Work/Overtime Willing to Work lists according to seniority. Work offered will be in rotation. Acceptance or refusal of available work moves the Operator to the bottom of the Willing to Work/Overtime Willing to Work lists, except in cases of an emergency as defined in the EB glossary, or if the Operator has an assigned shift for that day and time, such rotation of this list continues until the following Shakeup.
- D. Employees wishing to avail themselves of the absentee pick must contact the UNION Shop Steward/ designee 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. Management shall select a Run Committee consisting of not more than four (4) persons to include the Shop Steward or their designee. The Committee shall include an equal number of represented and non-represented Employees.
 - 1) The chairperson of the committee shall be the Operations Manager or their designee.
 - 2) Union members chosen for the committee will be used for input and guidance. However, the final outcome of the Run Cut will be solely the responsibility of management.

- 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. JTA 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 fairly distribute extra work to cover emergency and regular leave in a defined, rotational, and consistent manner.

- (A) EB Operators shall be assigned work under a revolving system.
- (B) At Shakeup, Operators who bid EB, will bid their placement on the EB with designated Regular Days Off (RDO) by seniority. An EB Operator who chooses to work their RDO must notify no later than 1330 (1:30p.m.) of the day prior to the RDO being worked. If an EB operator waives their RDO, they maintain their rotational status.
- (C) EB Operators who waive their RDO and are in an overtime situation will have work offered to them as outlined in Rule D4.
- (D) Vacant pieces of work shall be filled by EB Operators, not in overtime, first. Runs will be left whole if possible combined or split if necessary, in the most efficient manner possible and offered as follows:
 - 1) EB Operators in rotation by hour assignment of greatest to least.
 - 2) Operators, listed on the Willing to Work List, on a rotational basis.
 - 3) Any available Operator not in an overtime situation in seniority order.
 - 4) Overtime Willing to Work List Operators.
 - 5) When all the above Assignment Rules have been followed, and there is still vacant work, it will be forced by inverse Operator seniority even on an RDO.
- (E) Assignments are not posted as final until 1730. Operators are responsible for finding out what their assignments are for the next service day.
- (F) Work becoming available after final assignment postings shall be offered as designated in Rule D. 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.
- (G) In an emergency, work may be assigned to any available Operator. See EB Glossary.
- (H) 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 the Extra Board rules.

EXTRABOARD RULES GLOSSARY

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

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

Good Faith Effort: One phone call to the Operator's telephone number(s) on record. If a message is left, Dispatch will wait a minimum of five (5) minutes before moving down the list.

Overtime Willing to Work List: This list exists solely for the purpose of the equitable distribution of overtime work. It does not imply any guarantee of any overtime to an Employee.

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 to the bottom of the Willing to Work List.

Willing to Work Lists: Willing to Work Lists will be classification specific, e.g. Operator, Relief Dispatcher, etc.

Work: Any work assignment of 2 hours or more.

SECTION 5. UNIFORMS

- A. JTA will furnish at no cost to all Operators upon hire, one uniform consisting of one three-in-one jacket, two shirts and a bag. JTA shall determine the uniform supplier.
- B. Upon completion of the Employee's probationary period, JTA 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 JTA of two hundred fifty dollars (\$250) for any one (1) year, with the provision that Operators may be reimbursed up to one hundred (\$100) of the two hundred fifty dollars (\$250) 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 five hundred dollars (\$500) per Employee.
- D. Uniform items must be purchased through JTA'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 JTA shall remain the property of JTA 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 JTA 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 or 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
- Driver's license, maximum value: Replacement

SECTION 6. SPREAD TIME

All assignments shall be completed within a time span (spread) of twelve and one-half (12 ½) hours. Any time worked in excess of eleven (11) 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 ½) for the time in excess of eleven (11) hours. Any Operator may waive the twelve and one-half (12 ½) hour spread rule on a day-to-day basis.

SECTION 7. MEALS BREAKS

- A. Meal breaks for DAR and Fixed Route shall be no less than thirty (30) minutes.
- B. Transit Operators shall be permitted to eat or drink on their buses when the bus is parked and not in service.

ARTICLE 20 – 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 JTA and will be bid a minimum of three times a year, or as mutually agreed by JTA 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. JTA 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, not in overtime, 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 and should not move in rotation.
- 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 JTA 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 JTA without having to return to the worksite, they shall receive a minimum of one (1) hour pay.

ARTICLE 21 – 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 JTA 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 JTA 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 22 – 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 except where explicitly excluded.

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

JTA shall provide a tool allowance of seven hundred dollars (\$700) per calendar year with a two (2) year rollover and a maximum accrual of one thousand four hundred dollars (\$1,400) per Employee, except Maintenance Clerk. Allowance to be paid through invoices received from JTA approved tool/equipment suppliers. Unused balances at the end of accrual periods or occupation of a qualifying employment position will not be paid as cash

SECTION 4. UNIFORMS

All Vehicle Maintenance Employees, except Maintenance Clerk, shall receive their choice of coveralls, a clean uniform (pants and shirt provided the cost is equivalent), or a combination thereof, daily, to be provided and maintained by JTA approved vendor.

SECTION 5. SAFETY AND INCLEMENT 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 inclement weather and/or safety gear as necessary by JTA at no cost to the Employee.
- B. JTA shall provide and maintain such inclement weather and/or safety gear and will hold 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 JTA and will be returned upon termination or retirement, or replacement of the Article. Any loss of gear shall be reported to JTA within five (5) days, with an explanation of how the loss occurred. Failure to do so shall result in a pay deduction for the value of that item.
- C. JTA 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). Unused balances at the end of occupation of a qualifying employment position will not be paid as cash.

SECTION 6. ASE CERTIFICATION INCENTIVE

- A. Vehicle Maintenance Employees, except Maintenance Clerk, shall be additionally compensated at \$0.25 per hour worked per valid Automotive Service Excellence (ASE) certification outlined in paragraph D, up to a total of eight (8) certifications.
- B. Employees are expected to study or prepare for tests and recertification on non-paid time.
- C. JTA shall reimburse Employees for first attempt of each certification test, two per year, up to a total of twenty-five (25) as defined in paragraph D below. Subsequent test attempts are at Employee expense.
- D. Certifications are defined as follows:
 - A1 – Engine Repair
 - A2 – Automatic Transmission/Transaxle
 - A3 – Manual Drive Train & Axles
 - A4 – Suspension & Steering
 - A5 – Brakes
 - A6 – Electrical/Electronic Systems
 - A7 – Heating & Air Conditioning
 - A8 – Engine Performance
 - A9 – Light Vehicle Diesel Engines
 - H2 Diesel Engines
 - H3 Drive Train
 - H4 Brakes
 - H5 Suspension and Steering
 - H6 Electrical/Electronic Systems
 - H7 Heating Ventilation, and Air Conditioning
 - H8 Preventive Maintenance and Inspection
 - H9 Alternative Fuels

T1 – Gasoline Engines

T2 – Diesel Engines

T3 – Drive Train

T4 – Brakes

T5 – Suspension & Steering

T6 – Electrical/ Electronic Systems

T7 – Heating, Ventilation & Air Conditioning (HVAC)

T8 – Preventive Maintenance Inspection

- E. For Employees to continue to receive compensation for ASE Certifications, the Employee must provide authentic proof of recertification within 30 calendar days of certification expiration date.
- F. Employees are allowed additional compensation for no more than two (2) additional certifications per year.
- G. New hires already in possession of qualifying ASE certifications under this program will be compensated for a maximum of two (2) during their first year of employment and eligible for an additional two (2) per subsequent year of employment with JTA, up to a maximum of eight (8) certifications.

SECTION 7. LEAD MECHANIC COMPENSATION

Compensation for the Lead Mechanic shall be 115% of the highest paid Mechanic Worker wage if recruited from Mechanic classification Employees, or 15% higher than starting wage per step scale in Article 6 Section 2. Pay Steps, excluding any incentive pay earned under ASE certification program.

SECTION 8. WORK ASSIGNMENT

Work assignments will be made by the department head or their appointed designee based on skillset required for assignment or on a rotation basis when specific skillsets are not required.

ARTICLE 23 – FACILITIES MAINTENANCE EMPLOYEES

SECTION 1. DEFINITION

Facilities Maintenance Employees shall mean all Employees who occupy the following job classifications: Facilities Maintenance Lead, 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. UNIFORMS

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

SECTION 5. TOOL ALLOWANCE

JTA shall provide a tool allowance of three hundred dollars (\$300) per calendar year with a two (2) year rollover and a maximum accrual of six hundred dollars (\$600) per Employee. Allowance to be paid through invoices received from JTA approved tool/equipment suppliers. Unused balances at the end of occupation of a qualifying employment position will not be paid as cash. The terms of this Section apply to the Facilities Maintenance Lead and Facilities Maintenance Worker. A hand tool inventory will be presented to the Facilities Maintenance Lead and Facilities Maintenance Worker's supervisor upon hire.

SECTION 6. SAFETY AND INCLEMENT 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 inclement weather and/or safety gear as necessary by JTA at no cost to the Employee.

- B. JTA shall provide and maintain such inclement 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 JTA and will be returned upon termination or retirement, or replacement of the Article. Any loss of gear shall be reported to JTA within five (5) days, with an explanation of how the loss occurred. Failure to do so shall result in a pay deduction for the value of that item.
- C. JTA 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). Unused balances at the end of occupation of a qualifying employment position will not be paid as cash.

ARTICLE 24 – FIELD SUPERVISOR

SECTION 1. DEFINITION OF EMPLOYEES

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

SECTION 2. MUTUAL RESPONSIBILITIES

The management and direction of the workforce, 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 JTA, 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 in classification seniority order (See Article 14, Section 4).
- B. One (1) regular forty (40) hour shift assignment and one (1) thirty-two (32) to forty (40) hour shift assignment shall be completed within a continuous period, unless the assignment is designated for an unpaid thirty (30) to sixty (60) minute lunch break.
- C. Regular shift RDOs shall be a minimum of (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 an 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. VACATION SELECTION

The selection of vacation will follow those guidelines set for vacation selection and accrual as set forth in Article 9, except that no more than one (1) Supervisor may be off on vacation at one (1) time.

SECTION 7. NON-DISCIPLINARY CLAUSE

Field Supervisors shall not perform Employee discipline on represented Employees.

SECTION 8. 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, JTA, 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 9. WORKING OTHER CLASSIFICATION DUTIES

Field Supervisors may perform other classification work duties if other options are not available or in emergency situations as directed by JTA.

ARTICLE 25 – 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. When a vacancy shall occur at either base, first, the union will poll the opposite base to see if anyone wishes to transfer 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 26 – MODIFICATION PROVISION AND SAVINGS CLAUSE

SECTION 1. MODIFICATION PROVISION

No modification, alteration, or revision to this AGREEMENT shall be asserted, implemented, or considered a binding modification to this AGREEMENT unless first reduced to writing, identified as such, and signed by the General Manager/designee and the UNION President/Business Agent/designee.

SECTION 2. 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. Both PARTIES agree to immediately attempt to renegotiate such invalidated provisions to comply with the law.

ARTICLE 27 – 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 28 – TERM OF AGREEMENT

This AGREEMENT shall be effective as of January 1, 2022, and shall remain in full force and effect through December 31, 2024.

During the term of this AGREEMENT, it shall be binding upon JTA, 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, 2024.

Jefferson Transit Authority:

By: 

Chair of the Authority

2/25/2022

Date

Amalgamated Transit Union Local 587:

By: Ken Price

President/Business Representative

2/24/22

Date

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