

AGREEMENT BETWEEN
AMALGAMATED
TRANSIT UNION,
LOCAL 587

AND
JEFFERSON TRANSIT
AUTHORITY

January 1, 2008 through
December 31, 2010



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AGREEMENT BY AND BETWEEN

**AMALGAMATED
TRANSIT UNION,
LOCAL 587**

AND

**JEFFERSON TRANSIT
AUTHORITY**

January 1, 2008 through
December 31, 2010

PREAMBLE AND DEFINITIONS

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

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

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

PURPOSE OF THE AGREEMENT

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

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

ARTICLE I — RECOGNITION

Section 1. Sole Bargaining Representative

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

Section 2. Excluded Employees

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

Section 3. Temporary Employees

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

Section 4. Regular Employees

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

ARTICLE II — NON-DISCRIMINATION

Section 1. Union Membership

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

Section 2. Personnel Policy

- A. Personnel policies concerning hiring and placement, conditions and privileges of employment, compensation, training, tuition aid, promotions, transfers, demotions, benefits and other related programs are administered on a merit basis without regard to race, creed, color, gender, sexual orientation, national origin, disability or liability for service in the Armed Forces of the United States. Jefferson Transit Authority and the UNION pledge to comply with the Civil Rights Act of 1964 as amended, the Equal Employment Opportunity Act of 1972, the state law against discrimination, and any similar or related federal and state laws and regulations which prohibit discrimination based on race, creed, color, religion, national origin, age, gender, sexual orientation, or disability, except as specifically exempted by a bona-fide occupational qualification. Any employee of Jefferson Transit Authority who obstructs this policy with respect to equal employment opportunity will be subject to disciplinary action.
- B. Jefferson Transit's personnel policy considers all types of harassment to be a form of discrimination, which will not be tolerated by the EMPLOYER. Harassment is defined as a deliberate or repeated

behavior, unsolicited and unwelcome, that is verbal or nonverbal and that disturbs, threatens, pesters, torments, annoys, badgers, teases, baits, taunts, insults, distresses, or vexes another person where such conduct has the purpose or effect of creating an offensive, intimidating, degrading, or hostile environment or interferes with or adversely affects a person's performance.

- C. Sexual harassment is a form of sexual discrimination and is an unlawful practice under Title 7 of the 1964 Civil Rights Act. Sexual harassment is defined as deliberate or repeated behavior of a sexual nature which is unwelcome. It can include verbal behavior such as unwanted sexual comments, suggestions, obscenities, jokes, or pressure for sexual favors; nonverbal behavior such as suggestive looks or leering; or physical behavior such as pats or squeezes or repeated brushing against someone's body.

ARTICLE III — UNION SECURITY

Section 1. Application for Union Membership

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

Section 2. Failure to Maintain Membership

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

Section 3. Collection of Dues

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

Section 4. Hold Harmless from Liability

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

Section 5. List of New or Terminating Employees

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

ARTICLE IV — UNION ACTIVITIES

Section 1. Union Insignia

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

Section 2. Union Business

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

Section 3. Access to Premises

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

ARTICLE V — RIGHTS OF THE PARTIES

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

ARTICLE VI — WAGES

Section 1. Base Wages

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

Classification	Wage Rate and Effective Date		
	1/1/2008	1/1/2009	1/1/2010
Customer Service Clerk	\$13.50	\$13.91	\$14.33
Dispatcher	\$20.57	\$21.19	\$21.83
Facility Maintenance Worker	\$16.00	\$16.48	\$16.97
Lead Mechanic	\$24.64	\$25.38	\$26.14
Maintenance Cleaner	\$12.00	\$12.36	\$12.73
Maintenance Clerk	\$15.14	\$15.59	\$16.06
Maintenance Service Worker	\$18.55	\$19.11	\$19.68
Mechanic	\$21.99	\$22.65	\$23.33
Mechanic I	\$19.71	\$20.30	\$20.91
Transit Operator	\$20.09	\$20.69	\$21.31

Section 2. Pay Steps.

Pay Steps for all Employees will progress as follows:

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

Section 3. Instructor Pay

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

Section 4. Longevity Pay

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

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

All increases are cumulative.

- B. The anniversary date for all Employees for determining longevity pay shall be the Employee's first date of employment in a regular position. Longevity pay is based upon service from the date of employment, less any layoff or a leave of absence of thirty (30) or more consecutive calendar days.
- C. Separation from employment and re-employment more than thirty (30) days later shall establish the anniversary date based upon the date of re-employment except in the event of layoff as outlined in this AGREEMENT.

Section 5. Transition between Classifications

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

ARTICLE VII — HOURS OF WORK AND OVERTIME

Section 1. Work Week

The work week shall commence at 12:01 A.M. Sunday and end at 12:00 Midnight Saturday. There shall be two (2) scheduled consecutive days off regardless of how the days fall within the above work week, unless consecutive days off are waived by mutual agreement.

Section 2. Overtime and Compensation for Overtime

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

Section 3. 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 4. Work Trades

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

ARTICLE VIII — HEALTH INSURANCE PROGRAMS

Section 1. Health Insurance Programs

- A. The EMPLOYER agrees to provide a medical insurance program, including chiropractic coverage, a dental insurance program, a vision insurance program, and a life insurance program covering full-time Employees, and their dependents, and part-time Employees who work eighty (80) or more hours per month and their dependents. An Employee co-pay shall apply as follows:

For members of the bargaining unit who are considered Highly Compensated Individuals under Code Section 105(h), to the employee shall be determined under the same terms and conditions as non-bargained employees. The Employer and the Union acknowledge that this is presently \$0.20 times hours paid.

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

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

The Employer shall pay all other costs related to the Employee's premium and sixty-two percent (62%) of the dependent premium. The Employer agrees to afford the opportunity for those Employees who

are not covered by health benefits to participate in the available programs through payroll deduction, subject to terms and conditions of the insurance carriers.

New regular employees will be enrolled in the Transit's health insurance programs after the first full month of employment. For example an employee hired January 1 will be enrolled in the available health insurance programs March 1st.

- B. The EMPLOYER reserves the right to self-insure in place of any or all of its health insurance programs.
- C. Jefferson Transit will establish (through an accounting mechanism) a Variable Employee Benefit Association. (VEBA) account. Each pay period the Employer shall contribute a sum equal to the employees co-pay as defined above into paragraph A into each Employee's VEBA Account.
- D. In addition, Jefferson Transit will establish (through an accounting mechanism) a Health Reimbursement Account (HRA) for each eligible Employee. 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. For 2008 the total accumulated in the account cannot exceed \$3,500.00. On December 31st, 2008 all accumulated balances over \$1,250.00 will be transferred to the Employee's VEBA account. In years 2009 and 2010 the total accumulated in the Employee's HRA cannot exceed \$1,750.00. The

use of the health benefits account applies only to Employees and their family members who are covered under the Employer's health insurance plans. The HRA account is available to new regular employees the first full month after completing the probationary period. Once the probationary period is completed the employee will receive 1/12 of \$500 for each month left in the year. For example, an Employee hired January 1st 2008 will be eligible for HRA monies August 1st 2008 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. The EMPLOYER may offer upgrade packages to the basic medical/dental/vision plan offered to Employees. Consistent with the rules established by the insurance carrier, any Employee may choose an upgrade package. The EMPLOYER will maintain dollar coverage equal to the basic plan.

Section 2. State Industrial Insurance Program

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

Section 3. Termination of Benefits

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

ARTICLE IX — GENERAL LEAVE

Section 1. Accrual of General Leave

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

Months of Service	Accrual Rate
1 thru 60	Hours Paid times .0962
61 thru 120	Hours Paid times .1154
121 and up	Hours Paid times .1346

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

C. Effective December 31st, 2008, the maximum general leave balance carried forward at the end of any calendar year shall be 520 hours. Employees who have accumulated in excess of 520 hours of general leave will receive a transfer of that excess at the Employee's December 31st pay rate, into the Employee's VEBA account, no later than January 31st of the following year.

Section 2. Crediting of Earned General Leave

Accrued general leave shall be credited as earned general leave for each paid hour, 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. If an Employee gives written notice to agree voluntarily to separate from employment with EMPLOYER, the employee will be granted a leave of absence ending on the agreed separation date. The Employee will use their accrued general leave at a minimum of 20 hours per week for the first four weeks, then at a minimum of 35 hours per week until leave is gone or until the date of separation, whichever is earlier. This leave of absence will be with pay and benefits excluding general leave accrual on hours paid.
- C. Accrued general leave balance at time of separation from service will be contributed to the employees VEBA account.
- D. General leave may be cashed out, at the option of the Employee once per month, for 100% of their general leave balance at the time the request is made and amounts will be paid at straight time, will not count toward general leave accruals, and will not be used to create an overtime situation. The Option for the Employee to cash-out General Leave ends November 30, 2008.

Section 3. General Leave Selection

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

Section 4. Unplanned Use of General Leave.

- A. Unplanned use of general leave will be granted for the following reasons:
 - 1) Because of, and during, illness, injury, medical appointments, sick child, Family and Medical Leave as described elsewhere in this AGREEMENT, or disability incapacitating the Employee to perform his work.
 - 2) Quarantine by a public health official.
- B. Absence for part of a day for reasons in accordance with the unplanned use of the general leave provisions shall be charged against any remaining

sick leave first, then 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.

- C. Employees must use any remaining sick leave first, then general leave, for all reasons listed in Paragraph A above.

Section 5. Responsibilities

- A. An Employee must notify their immediate supervisor or designated alternate prior to the use of unplanned general leave. Failure to do so may result in denial of leave with pay.
- B. To receive unplanned general leave in excess of three (3) consecutive working days, the Employee may be required to present a statement by a physician certifying that the Employee's condition prevented them from performing the duties of their position. In addition, a physician's certification may be required by the EMPLOYER after the third (3rd) unplanned absence with pay in less than one (1) year.
- C. Employees returning from a period of sick leave (or unplanned use of general leave) must contact Transit Dispatch and inform them of their ability to resume their duties. This contact must be made prior to 1:30 p.m. the day before the Employee returns to work.

Section 6. Sick Child Leave

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

- A. The child is under the age of eighteen.
- B. The Employee is the natural parent, stepparent,

adoptive parent, legal guardian, foster parent or other person having legal custody and control of the child.

- C. The child has a health condition requiring the Employee's personal supervision during the hours of absence from work.
- D. The Employee actually attends to the child's care during the hours of absence from work.

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

Section 7. Bereavement leave

- A. All regular Employees are entitled to a maximum of three eight-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 or sick leave. As used in this Section, the term "immediate family" is defined as follows: spouse, domestic partner, parent, grandparent, child, grandchild, brother, sister, mother-in-law, father-in-law, stepfather, and stepmother.

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

Section 8. Sick Leave

Employees must use any remaining sick leave first, then general leave, pursuant to the conditions outlined in Article IX, Sections 4, 5 and 6. Any sick leave remaining June 30th, 2008 shall be transferred to the Employee's VEBA account by July 31st, 2008.

ARTICLE X — RETIREMENT PLAN

The EMPLOYER 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 P.E.R.S.

ARTICLE XI — HOLIDAY LEAVE

Section 1. Eligibility

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

- (1) New Year's Day
- (2) Memorial Day
- (3) Independence Day
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day
- (7) Personal Holiday

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

C. Holiday pay will be equal to the Employee's regular shift pay for the day observed as the holiday, unless the Employee is absent due to an unexcused absence for the entire day of the workday before or the workday after the holiday. Employees not scheduled to work on a holiday will be paid as follows:

Total hours paid in the two previous payroll periods divided by four (4) divided by five (5)

Should this formula result in the Employee earning less in a holiday work week than their regular

scheduled work hours in a non-holiday work week, the holiday pay shall be equal to the greater of their regular picked assignment or the formula.

- 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 30 days prior to the holiday may be made to place earned holiday hours into a holiday bank. The use of banked holiday hours is similar in application as General Leave. The hours accumulated in the holiday bank above sixteen (16) hours as of December 31st will be placed into the Employees VEBA account at the Employee's December 31st pay rate no later than January 31st of the following year.
- F. If the Personal Holiday is unused by December 31st a value will be calculated based on the last two payroll periods of the year using the same formula to determine holiday pay. The determined value will be placed into the Employees VEBA account at the Employee's December 31st pay rate no later than January 31st of the following year.
- G. Employees on leave of absence without pay shall not receive holiday pay.

ARTICLE XII — OTHER LEAVES OF ABSENCE

Section 1. Definitions

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

Section 2. Granting of Leaves of Absence

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

Section 3. Union Business

- A. Members of the UNION shall be granted short leaves of absence not to exceed thirty (30) calendar days from time to time for UNION business, when requested, without pay and without loss of seniority or other rights provided reasonable advance notice shall be given to the EMPLOYER for such leaves of absence. Such leaves may be extended upon request of the UNION by the EMPLOYER.

- B. All full-time elected Local 587 Union officers, one (1) International Union officer, and one (1) A.F.L.-C.I.O. elected officer shall be granted extended leaves of absence by the EMPLOYER while on the UNION payroll.
- C. The UNION agrees to provide the EMPLOYER with a correct list of all UNION officers, shop stewards and committee members as soon as practicable following any UNION election or appointment.
- D. Time granted for leaves of absence to Employees to conduct UNION business shall be withheld and docked from regular pay on an hourly basis.
- E. During days of general Union elections, additional members shall be detailed to act as tellers.

Section 4. Court Duty

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

Section 5. Military Leave

- A. Any Employee subject to the terms of this AGREEMENT who is called into, or enlists in, the Armed Forces of the United States or its allies,

shall be given a leave of absence in accordance with applicable laws affecting military leave.

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

Section 6. Maternity/Paternity Leave

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

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

- A. As provided for in the Federal Family and Medical Leave Act (FMLA) and the Washington Family Leave Act (WFLA), an eligible Employee may take up to a combined total of twelve weeks of leave

for his/her 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 month period.

- B. To be eligible for leave under this Section, an Employee must have been employed by Jefferson Transit for twelve months or more and have worked a minimum of one-thousand two hundred fifty (1250) hours in the preceding twelve months. The leave may be continuous or intermittent and shall be unpaid, except that the Employee must first use all the available accrued sick leave and then general leave as part of the twelve week period before taking unpaid leave.
- C. Under the provision of FMLA and WFLA, the Employee may choose, at their discretion, to leave up to twenty (20) hours of general leave in their bank.
- D. FMLA or WFLA leave, along with industrial injury leave if applicable, shall run concurrently to the extent permitted by law.
- E. Under any leave allowed in this AGREEMENT, the most liberal allowance under FMLA, WFLA and this AGREEMENT will apply.

ARTICLE XIII — PROBATIONARY PERIOD

Section 1. Definitions

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

Section 2. New Hire Employees

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

Section 3. Transition Between Classifications

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

ARTICLE XIV – SENIORITY

Section 1. Determination

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

Section 2. Posting of Revisions

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

Section 3. Loss of Seniority

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

Section 4. Seniority within a Classification

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

Section 5. Assignment Selection

All assignments will be selected by seniority within each classification.

ARTICLE XV — LAY-OFF

Section 1. Order of Lay-Off

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

Section 2. Order of Call Back

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

Section 3. Removal from Lay-Off List

The Employee shall inform the EMPLOYER of current mailing address. Notice of recall from lay-off shall be sent to the Employee at the last known address by certified return receipt mail. The Employee shall, within five (5) days of receipt, notify the EMPLOYER of their intention to return to work. If any Employee fails to notify the EMPLOYER within said five (5) days, or report for work within fourteen (14) days from the date of mailing the notice of recall, they shall be considered to have quit, shall cease to have seniority, and shall have their name removed from the list. However, if an Employee's failure to report for work is on account of illness or injury, the Employee may retain their seniority and recall rights if the Employee has notified the EMPLOYER by registered mail and such notification

is received prior to the deadline for reporting to work. It is recognized that the EMPLOYER may require verification of the illness or injury. If the verification is not submitted promptly to the EMPLOYER, and if it is not to the satisfaction of the EMPLOYER, the loss of seniority and recall rights shall stand.

Section 4. Duration of Lay-Off Status

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

Section 5. Benefit Accrual

Benefits shall not accrue during lay-off.

Section 6. Authority to Determine Lay-Offs

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

ARTICLE XVI — SPECIAL CONDITIONS

Section 1. Payroll Deductions

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

Section 2. Right to Privacy

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

Section 3. Service Letter

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

Section 4. Contributions and Solicitations

A. Employees shall not be compelled to contribute to any charitable, civic, or other public fund or collection, and all such contributions shall be on a voluntary basis.

B. Solicitations for funds or other purposes, and circulation of lists, petitions, endorsements, or other documents shall not be conducted on the EMPLOYER'S property or among Employees on duty, except by mutual written consent of the EMPLOYER and the UNION.

Section 5. Union Bulletin Boards

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

Section 6. Labor Relations Committee

The EMPLOYER and the UNION agree to establish a committee to be known as the "Labor Relations Committee", which shall be composed of equal representatives of the EMPLOYER and the UNION. This committee shall meet quarterly (or more often if

agreed to by its members) for the purpose of discussing the following:

Policies and procedures affecting the working relationship between the EMPLOYER and the UNION.

Other subjects which may be mutually agreed upon as the need arises.

Section 7. Temporary Work Outside of Classification

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

Section 8. Flex Time

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

Section 9. Use of Personal Vehicle

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

Section 10. Sanitary and First Aid Facilities

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

Section 11. Transit Passes

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

Section 12. Physical Examinations

The EMPLOYER will designate a physician that Employees may use for required physicals and will

pay the total cost for that physician to perform the physical examination. Employees may use their own physician for required physicals. The EMPLOYER will reimburse up to the cost charged by the EMPLOYER'S physician for required Commercial Drivers License or DOT physicals up to \$120.00. The EMPLOYER will pay for any additional physical examinations which it requires.

Section 13. Training

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

Section 14. Required CDL

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

Section 15. Shop Steward Duties

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

Section 16. Group Bonus

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

ARTICLE XVII — DISCIPLINE

Section 1. Notification of Changes

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

Section 2. Just Cause

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

Section 3. New Employees

A new Employee shall serve a minimum probationary period 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 XVIII — GRIEVANCE PROCEDURE

Section 1. Purpose

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

Section 2. Definition of Grievance

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

Section 3. Reduce to Writing

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

Section 4. Forfeiture of Grievance

Defined time limits in this Article may be extended by a written AGREEMENT between the parties. However, should either party to the AGREEMENT breach the time

limitation, that party shall forfeit all rights and claims to the grievance and the grievance shall be considered resolved in the other party's favor; it being understood that such forfeiture does not decide the merits or establish a precedent. For the purpose of this Article, "working days" shall mean Monday through Friday, normal EMPLOYER business days.

Section 5. Steps in the Grievance Procedure

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

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

Step 2. If the grievant Employee and the UNION are not satisfied with the solution of the immediate supervisor, the UNION shall submit written notice to the General Manager including, (1) statement of the grievance and relevant facts, (2) specific provision(s)

of the AGREEMENT violated, and (3) remedy sought within ten (10) working days from the receipt of the immediate supervisor's response. The General Manager shall schedule a hearing if requested by the UNION and respond to the UNION in writing within ten (10) working days from receipt of the grievance at the second step.

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

a) The grievance has been approved for arbitration by the UNION membership in accordance with the UNION'S Constitution and Bylaws.

b) A list of seven (7) arbitrators shall be requested from the American Arbitration Association (AAA). Both parties shall meet and each shall strike a name until an arbitrator is selected. The UNION will contact the arbitrator to determine his/her availability and will be responsible to schedule all requested arbitrations.

c) All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest

and/or designated representatives. The arbitrator shall render a decision within thirty (30) calendar days from the date of the formal hearing. The power of the arbitrator shall be limited to interpreting this AGREEMENT and determining if the disputed Article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this AGREEMENT. The decision of the arbitrator within these stated limits shall be final and binding on both parties.

d) In case of a grievance involving any continuing or other monetary claim against the EMPLOYER, no award shall be made by the arbitrator which shall allow any alleged accruals for more than ten (10) working days prior to the date when such grievance shall have first been presented.

e) Expenses for the arbitrator's services shall be borne by the non-prevailing party in the arbitration effort. The non-prevailing party will be the EMPLOYER if the complete "remedy sought" is awarded by the arbitrator or the UNION if the complete "remedy sought" is denied by the arbitrator. If the arbitrator in any way changes the "remedy sought," the arbitrator will decide which party is to pay all of, or a percentage of, the expenses. The cost of the proceedings shall be borne equally by the parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own

representative and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

f) The parties agree to attend a pre-arbitration conference no later than fourteen (14) calendar days before a scheduled arbitration. The purpose of this conference shall be to discuss and narrow issues, explore settlement, prepare a submission agreement if no settlement agreement is reached, and to treat other matters relevant to the arbitration proceeding. Thereafter, should either party cancel within five (5) working days of the scheduled arbitration date, the canceling party shall pay cancellation costs charged by the arbitrator and opposing counsel.

g) There shall be no strike or lockout on any matter submitted to arbitration.

h) It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing Employee to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

i) Any and all time limits specified in the grievance procedure may be waived by written mutual agreement of the parties.

Failure of the Employee or the UNION to submit the grievance in accordance within these time limits without such waiver shall constitute abandonment of that specific grievance. A grievance may be terminated at any time upon receipt of a signed statement from the UNION or the Employee stating that the matter has been resolved.

ARTICLE XIX — TRANSIT OPERATORS

Section 1. Definitions of Employees

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

- A. For each regularly scheduled workday or portion thereof on which a Transit Operator does not perform their assignment, they shall lose the guarantee for that day and shall be paid only for actual time worked, and shall accrue benefits only for paid time, unless otherwise provided in this AGREEMENT. A regularly scheduled workday shall be defined as a day on which an EMPLOYEE is normally required to work.
- B. Transit Operators are guaranteed a minimum of two (2) hours straight-time pay for each report, including all work within a picked run or assigned through the extraboard rules, or pay for actual hours worked, whichever is greater. Transit Operators who bid extraboard or paratransit runs are guaranteed a minimum of ninety (90) paid hours per month, regardless of work performed, unless they have had the opportunity to select regularly scheduled work of ninety (90) or more hours. In addition, extraboard Operators will be guaranteed four (4) days off in every two (2) week period unless waived by the Operator.
- C. Paratransit work cancelled with less than one hour notification prior to scheduled report shall be paid fifty percent (50%) of the cancelled time and will

be applied toward their 90-hour guarantee. When Paratransit work is cancelled after the Operator has reported for work, 50% of the cancelled time will be paid to the Employee and will be applied toward their 90-hour guarantee. Lunch breaks for Paratransit work will not be greater than one hour.

- D. Transit Operators called in or called back for any work which is not in conjunction with a previously assigned or picked shift will be guaranteed a minimum of two (2) hours of pay for each call in or call back, except for voluntary meetings which will be paid at actual hours worked.
- E. Transit Operators will be used to operate all vehicles with a seating capacity of 16 or more any time the vehicle is used to transport non-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 the EMPLOYER will be filled in accordance with the provisions of this AGREEMENT.

Section 3. Work Assignments

- A. Shake-ups will be conducted at least three (3) times a year on dates selected mutually by the EMPLOYER and the UNION or as necessitated by a service change.
- B. Vacancies between shake-ups will be filled by extraboard Operators on a rotational basis. Should a regularly scheduled assignment become vacant between shake-ups, and should that vacancy be anticipated to be of a duration of thirty (30) calendar

days or more, any Operator may request a moveup.

C. Shake-ups will be conducted by the UNION Shop Steward.

1) All assignments will be posted five (5) days in advance of the pick date.

2) Employees will pick in person, by seniority, at a predetermined time and place mutually agreed upon by the EMPLOYER and the UNION. Each affected Employee must complete their pick within four hours following notification of their turn. The shake-up must be completed not less than five (5) days before the shake-up goes into effect.

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

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

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

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

2) The committee shall decide the cut and blend of

full-time (35 hours or more) and part-time runs as close as possible to the levels recommended by the Transit Operators. Nothing in this Paragraph shall diminish the EMPLOYER'S right and responsibility to maintain system efficiency as outlined in the Run Cut Guidelines.

- 3) When shake-ups occur, all available schedules and necessary information shall be submitted to the Run Committee at least fifteen (15) days prior to the posting date. Failure of the committee to act shall not prevent assignment selection and implementation.
- F. Any extraboard or special work assignment cancelled less than four (4) hours prior to report time entitles the Operator assigned to such work a minimum report pay of two (2) hours.
- G. No Transit Operator will be required to work an assignment which would result in less than eight (8) hours off between consecutive workday assignments.

Section 4. Uniforms

- A. The employer will provide an annual uniform allowance equal to \$200 on January 1st of each year. The maximum accumulation will not exceed \$400.00 per employee. Uniform items must be purchased through the EMPLOYER'S uniform supplier. Items that are not provided by the uniform supplier may be purchased separately by the Employee as outlined in the uniform policy and reimbursed within the annual allowance.

- B. All uniforms furnished by the EMPLOYER shall remain the property of the EMPLOYER and must be returned upon retirement, termination, or no longer useable. Any loss of uniform items must be reported to the EMPLOYER within five (5) days, with an explanation of how the loss occurred. Failure to do so shall result in a pay deduction for that item.
- C. Transit Operators reporting to work out of uniform may be subject to discipline.
- D. It is the responsibility of the Employee to maintain their uniform in a neat, clean and presentable condition at all times. The EMPLOYER at its expense will have the Employees' uniform winter coat cleaned annually.

Section 5. Spread Time

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

Section 6. Food on Buses

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

ARTICLE XX — DISPATCHERS

Section 1. Definition

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

Section 2. Work Assignments

- A. All work assignments will be picked by seniority unless otherwise covered by this AGREEMENT. All work assignments will be created by the EMPLOYER and will be bid a minimum of three times a year, or as mutually agreed by the EMPLOYER and the UNION, to match the bidding cycle of all other classifications. Dispatchers wishing to avail themselves to the absentee bid must contact the Shop Steward and specify their choices. The Shop Steward will attempt to accommodate the Dispatcher’s request, but at no time will the Shop Steward guarantee the assignment nor will the Dispatcher be allowed to grieve the selection.
- B. The EMPLOYER agrees to assign all special assignments, tasks, and projects by giving equal consideration to the education, ability, and experience as it applies to each assignment.
- C. All Open Dispatch shifts will be assigned as per Dispatch work rules.
- D. It is recognized that as part of their responsibilities, Dispatchers will be required to report Transit Operators for failure to comply with published rules and policies.
- E. Dispatchers will be afforded thirty (30) minutes of paid lunch per shift provided that they stay at the transit facility and are available to perform dispatch

functions during their lunch period. A Dispatcher may take up to a thirty- (30-) minute unpaid lunch period to leave the transit property provided that: (a) they receive permission to do so, and (b) they understand that they will not be afforded the opportunity to make up the unpaid time.

Section 3. Call-In

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

ARTICLE XXI — RELIEF DISPATCHERS

Section 1. Definition

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

Section 2. Determination of Pay Rate

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

Section 3. Work Assignments

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

Section 4. Duties

- A. It is recognized that as part of their responsibilities, Relief Dispatchers will be required to report Transit Operators for failure to comply with published rules and policies.
- B. Relief Dispatchers will be afforded thirty (30) minutes of paid lunch per shift provided that they stay at the transit facility and are available to perform dispatch functions during their lunch period. A Relief Dispatcher may take up to a thirty- (30-) minute unpaid lunch period to leave the transit property provided that: (a) they receive permission to do so,

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

Section 5. Call-in

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

ARTICLE XXII — VEHICLE MAINTENANCE EMPLOYEES

Section 1. Definition

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

Section 2. Call In

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

Section 3. Tool Allowance

The EMPLOYER shall provide a tool allowance of \$700 per calendar year with a two year rollover and a maximum accrual of \$1,400.00 per employee. The terms of this Section apply to Maintenance Service Worker, Mechanic, Mechanic I and Lead Mechanic.

Section 4. Coveralls

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

Section 5. Safety and Foul Weather Gear

- A. All Vehicle Maintenance Employees who are required to work outside in the inclement weather or to work in hazardous areas will be provided foul weather and/or safety gear as necessary by the EMPLOYER at no cost to the Employee.
- B. The EMPLOYER shall provide and maintain

such foul weather and/or safety gear and will hold the Employees blameless for any accidental loss, accidental damage, or normal wear and tear as a result of usage in the performance of their duties. Such gear will remain the property of the EMPLOYER and will be returned upon termination or retirement, or replacement of the article. Any loss of gear shall be reported to the EMPLOYER within five (5) days, with an explanation of how the loss occurred. Failure to do so shall result in a pay deduction for that item.

- C. The EMPLOYER will provide a \$200.00 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 \$400.00

ARTICLE XXIII — FACILITIES MAINTENANCE EMPLOYEES

Section 1. Definition

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

Section 2. Call In

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

Section 3. - Premium Pay

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

Section 4. Coveralls

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

Section 5. - Tool Allowance

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

Section 6. Safety and Foul Weather Gear

- A. All Facilities Maintenance Employees who are required to work outside in the inclement weather or to work in hazardous areas will be provided foul weather and/or safety gear as necessary by the EMPLOYER at no cost to the Employee.
- B. The EMPLOYER shall provide and maintain such foul weather and/or safety gear and will hold the Employees blameless for any accidental loss, accidental damage, or normal wear and tear as a result of usage in the performance of their duties. Such gear will remain the property of the EMPLOYER and will be returned upon termination or retirement, or replacement of the article. Any loss of gear shall be reported to the EMPLOYER within five (5) days, with an explanation of how the loss occurred. Failure to do so shall result in a pay deduction for that item.
- C. The EMPLOYER will provide a \$200.00 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 400.00

ARTICLE XXIV — CUSTOMER SERVICE CLERK

Section 1. – Definition

Customer service clerk (CSC) shall mean all Employees who occupy the following job classifications: Customer Service Clerk and Relief Customer Service Clerk.

Section 2. - Call in

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

Section 3. Work Assignments

Open shifts will be assigned as per the work assignment rules.

Section 4. Determination of Pay Rate (Relief CSC)

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

ARTICLE XXV — FORKS BASE

Section 1. – Seniority

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

Section 2. – Transferring Between Bases

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

Section 3. – Work Assignments

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

ARTICLE XXVI — SAVINGS CLAUSE

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

ARTICLE XXVII — ENTIRE AGREEMENT

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

ARTICLE XXVIII — TERM OF AGREEMENT

This AGREEMENT shall be effective as of January 1, 2008 and shall remain in full force and effect through December 31, 2010.

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

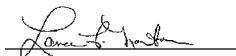
Either party wishing to modify the terms of this AGREEMENT shall notify the other party in writing setting forth their proposal for modification. No such notice shall be given prior to August 1, 2007.

Jefferson Transit Authority:

Amalgamated Transit Union Local 587:



Chair of the Authority



President/Business Representative

11/18/2008
Date

11-20-2008
Date

