

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING EXECUTION OF A  
COLLECTIVE BARGAINING AGREEMENT WITH THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 222**

R2025-10-03

October 8, 2025

WHEREAS, the Utah Transit Authority (the "Authority") is a large public transit district organized under the laws of the State of Utah and created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities - Special Districts Act and the Utah Public Transit District Act; and

WHEREAS, representatives of the Authority and International Brotherhood of Teamsters Local 222 ("IBT") have negotiated the first collective bargaining agreement ("Agreement") between the parties; and

WHEREAS, the Board of Trustees ("Board") of the Authority reviewed the proposed Agreement between the IBT and the Authority, and believes it represents the best interests of both of the parties, and supports the Authority's ability to retain and build an excellent, highly committed, productive, and involved workforce; and

WHEREAS, the Utah Public Transit District Act requires the Board of the Authority to approve contractual agreements with a value in excess of \$250,000.00; and

WHEREAS this proposed agreement between the Authority and the IBT meets the statutory threshold requiring Board Approval; and

WHEREAS, the Board desires that the Authority execute the new Agreement with the IBT.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority:

1. That the Executive Director, Chief People Officer, and Treasurer of the Authority are hereby empowered to execute and deliver the Collective Bargaining Agreement, in substantially the same form as the one attached as Exhibit A
2. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director, Chief People Officer, other staff, and legal counsel, that are necessary or appropriate with regard to participation in the negotiations with the IBT and to give effect to this Resolution.
3. That this Resolution remain in force and effect until rescinded, amended, or superseded by further action of the Board.

R2025-10-03

Approved and adopted this 8<sup>th</sup> day of October 2025.

---

Carlton Christensen, Chair  
Board of Trustees

ATTEST:

---

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
*Mike Bell*  
70E33A415BA44F6...  
Legal Counsel

EXHIBIT A

Collective Bargaining Agreement between

Utah Transit Authority and International Brotherhood of Teamsters Local 222

AGREEMENT BETWEEN  
UTAH TRANSIT AUTHORITY



And

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL UNION NO. 222



PRODUCTION & WAREHOUSE  
SPECIALISTS

Term of Agreement  
(enter date)



ARTICLE	TABLE OF CONTENTS	PAGE
1	PREAMBLE	1
2	UNION RECONGNITION	1
3	MANAGEMENT RIGHTS	1
4	UNION SECURITY	2
5	TEAMSTER D.R.I.V.E	3
6	NON-DISCRIMINATION	3
7	SENIORITY / LAYOFF / RECALL	3
8	NO STIKES OR LOCKOUTS	5
9	WARNINGS, SUSPENSION & DISCHARGE	5
10	GRIEVANCE & ARBITRATION	6
11	STEWARDS	7
12	JOINT LABOR MANAGEMENT	8
13	MANAGERS	9
14	CLASSIFICATION	9
15	VACANCY FILLING & SHIFT BIDDING	9
16	MISCELLANEOUS	10
17	PROBATIONARY PERIOD	10
18	UTA POLICIES	10
19	PAY DAYS	11
20	SAFETY	11
21	HOURS OF WORK	11
22	WAGES	12
23	OVERTIME	12
24	TIME OFF	13
25	HOLIDAYS	13
26	VACATION & SICK	13
27	HEALTH INSURANCE	15
28	RETIREMENT	16
29	NOTICE	16
30	SEVERABILITY & COMPLETE AGREEMENT RETIREMENT	17
31	DURATION OF THE AGREEMENT	18

## **ARTICLE 1 - PREAMBLE**

This Agreement is entered into this \_day of\_, between the Utah Transit Authority ("UTA") and Teamsters Local 222 ("Union"), for the purpose of undertaking a harmonious working relationship between the UTA, the Union, and the UTA's bargaining unit employees. It is the goal and intent of the parties to set forth here an agreement regarding rates of pay, hours of work, certain work rules and terms of employment, and an orderly way to resolve differences which may arise. In furtherance of this goal, the UTA and the Union do agree as follows.

## **ARTICLE 2 - UNION RECOGNITION**

Pursuant to the October 18, 2024, vote, which was certified by an Independent Election Monitor, the UTA recognizes the International Brotherhood of Teamsters Local 222 as the sole and exclusive collective bargaining agent for all the job classifications within Article (14).

## **ARTICLE 3 - MANAGEMENT RIGHTS**

Section 1. Management Rights: All management functions and prerogatives which the UTA has not expressly modified or restricted by specific provisions of this Agreement are retained and vested exclusively in the UTA during the term of this Agreement and following its expiration unless otherwise modified by the Parties. Without limiting the generality of the above, the UTA has the right to manage its facilities and equipment; to plan, determine, direct, and control its operations; to direct the work of employees; set work rules and policies; and to establish additional reasonable rules and regulations that are not contrary to this Agreement. Daily operating adjustments will not be considered the establishment of another rule or regulation. The Parties also agree that the UTA's employee handbook contains reasonable rules and regulations, which may be adopted for this Agreement, at the UTA's discretion, the Local Union shall be notified of any such changes. The UTA understands the Union's right to bargain the effect of these types of changes.

Section 2. The UTA has the right to allocate and assign work to employees; establish, adjust and discontinue shifts; determine the appropriate staffing level needed, and to lay employees off; establish work schedules for employees, including determining the number of actual hours to be worked in any day, week or shift; determine the number of employees, positions, and types of positions necessary to operate any department, classification or division of the UTA; select who will be hired or not hired; determine and evaluate competency and fitness for duty; determine the knowledge, skill, qualifications and abilities necessary for employees to perform their job functions; establish or revise performance standards, including quality standards, and the methodology for measuring same; establish and modify performance levels for employees; implement incentives for special assignments; establish and revise safety standards; decide where or when training on a particular task or job is required, how much training is required, and to establish, discontinue, reorganize, and combine any job duties unless expressly modified or restricted by a provision of this Agreement.

The UTA will also have the right to discharge, suspend, or otherwise discipline employees for just cause; to demote or promote employees; to determine the methods of investigating potential employee misconduct and enforce a substance abuse policy.

Section 3. The provisions of this Agreement do not prohibit the UTA from directing any person not covered by this Agreement from performing any task. The UTA, therefore, has the right to schedule its management and other non-bargaining unit personnel at any time and in the manner of the UTA's choosing. The selection of managerial personnel will be the responsibility of the UTA and will not be subject to the grievance and arbitration provisions of this Agreement.

Section 4. It is agreed that the listing of the above management rights will not be considered to exclude other rights of management not specifically listed. Any other right relating to management of the UTA's business and the direction of the work force which the UTA has not specifically abridged, delegated, or modified by this Agreement, whether or not the UTA has used such power, function, authority and right before execution of this Agreement, is specifically retained by the UTA, and any failure to exercise any power, function, authority, or right in a particular way will not be considered a waiver of the UTA's right to exercise such power, function, authority, or right in a different manner, or preclude the UTA from exercising such power, function, authority or right in the future, so long as it is not in conflict with the express provisions of this Agreement.

#### **ARTICLE 4 - UNION SECURITY**

Section 1. Union Recognition: It is agreed that the signing of this Agreement shall constitute recognition of the Union, and it is further agreed that no member shall be discharged for activity in representing the Union that does not violate this Agreement or is otherwise unlawful.

Section 2. Union Security: When new or additional employees are needed, UTA shall notify the Union of such job postings and the Union shall have a reasonable opportunity to refer applicants for the vacancies to be filed, provided, however:

- a) Selection of any applicants so referred shall be on a non-discriminatory basis and shall not be based on Union membership or non-membership.
- b) UTA will retain the right to reject any job applicant referred by the Union. At the beginning of each month, UTA shall forward to the Union a completed hire-in list from the previous month, containing the employee's name, address, hire date, classification and wage rate.

Section 3. Check-Off: The Employer shall deduct, on a monthly occurrence, from the pay of all active union members covered by this Agreement, dues, initiation fees and/or uniform assessments of the Local Union. All such deductions shall be remitted to the Local Union not later than the fifteenth 15<sup>th</sup> day of the month from which the dues are deducted. The Local Union shall furnish or cause to be furnished to the Employer, a valid written authorization of each employee for the deduction herein provided. Such authorization and deductions are to be in compliance with any and all applicable federal and state laws. The Local Union also shall furnish to the Employer a monthly statement showing the names of all employees of such Employer from which deductions have been authorized and the amounts to be deducted in accordance with such authorizations. The Union shall indemnify and hold UTA harmless from any claims, demands or actions growing out of or relating to these dues' deductions and any D.R.I.V.E. deductions under Article (5) provided UTA has properly deducted and remitted the dues and fees to the Local Union.

## ARTICLE 5 - TEAMSTERS D.R.I.V.E

UTA agrees to deduct from the paycheck of all employees covered by this International Brotherhood of Teamsters Local 222 CBA, who submit to UTA written authorization for voluntary contributions to D.R.I.V.E. (Democratic / Republican / Independent / Voter / Education). D.R.I.V.E. shall notify the UTA of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. UTA shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from the employee's paycheck.

## ARTICLE 6 - NON-DISCRIMINATION

The Parties agree to adhere to the principles of equal employment opportunity and to cooperate with each other in complying with all applicable federal, state and local laws and regulations relating to equal employment opportunity. The Parties agree there will be no discrimination against any employee on the basis of any applicable law. The Union and the UTA recognize and agree to comply with the provisions of FMLA and USERRA.

## ARTICLE 7 - SENIORITY / LAYOFF / RECALL

### Section 1. Seniority Definitions:

**Organization Seniority:** is defined as the length of an employee's continuous service with UTA from the most recent date of employment or re-employment. Organization seniority shall apply for vacation accrual as provided for in this Agreement.

**Classification Seniority:** is defined as total length of continuous service within an employee's current classification under Article (14). Classification seniority shall apply to shift bidding.

**Department Seniority:** Is defined as the total length of continuous service within the warehouse & production specialist department. Department seniority shall apply to vacation requests.

Seniority List: The UTA shall furnish the Union and post a seniority list at the end of each calendar quarter. An employee who believes there are controversies regarding their seniority shall be settled by the UTA and the Union representative. Failing a settlement by these parties, the controversy shall be processed under the grievance procedure as set out in this Agreement.

Section 2. Layoff: A layoff is a reduction in the number of employees within any job classification due to any reasons other than voluntary separation or termination for cause. UTA will lay off employees in reverse order of their job classification seniority, as hereinafter provided.

- a) Employees being laid off shall be given five (5) business days' written notice in advance of such a layoff. The Union representative shall be furnished a copy of such notice.



- b) Whenever it becomes necessary to lay off employees, layoffs shall be by job classification seniority. To avoid being laid off, employees who are slated for layoff may apply their seniority to bump the least senior employee within any classification within the CBA, provided the employee is certified, cross-trained and is proficient in the performance of the job.
- c) Laid off employees shall have recall rights for one (1) year during which time they will retain their seniority.
- d) If the employee is not recalled within one (1) year of layoff, the employee's seniority shall be terminated.
- e) Employees who are laid off shall be given preference for reemployment in classifications of work for which they are qualified. Laid off employees who still have recall rights will be recalled to work as vacancies arise, in accordance with their job classification seniority. Employees with recall rights in a job classification will be offered recall before any new employees are hired into that job classification.

### Section 3. Recalls:

- a) UTA shall notify employees to be recalled by UPS overnight delivery and a documented phone call. The recall notice will be considered to have been delivered the day following the phone call or sending by UPS delivery whichever is later. All employees on lay off shall have the obligation of providing UTA with their correct mailing address, phone number and personal email address. A recalled employee shall, within seventy-two (72) hours, inform UTA of their intent to accept or reject the recall order.
- b) An employee who fails to respond to the notice of recall within seventy-two (72) hours will forfeit any right to recall. An employee who does not receive notice of the recall because of the employee's failure to provide UTA with his/her correct information in the above Section 4 (a) will also forfeit any right to recall. The employee must report for work within ten (10) business days after receipt of the notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement.

### Section 4. Seniority Broken: Seniority shall be broken by:

- (a) Discharge.
- (b) Resignation or quit.
- (c) Promotion out of the bargaining unit.
- (d) As provided in Section 2 (d) above.
- (e) As provided in Section 3 (b) above.
- (f) Failure to return from an approved leave of absence.
- (g) Being absent from work for three (3) consecutive scheduled workdays without notifying UTA, unless due to a condition beyond the employee's control.

Section 5. Transfer into the Unit: When an existing UTA employee from outside the Bargaining Unit transfers into the Bargaining Unit, their organization seniority will carry over for vacation accrual. For all other seniority related matters, the transfer date into the Bargaining Unit will be the recognized date.

## **ARTICLE 8 - NO STRIKES OR LOCKOUTS**

Section 1. Strikes Prohibited: Section 17B-2a-813 of the Utah Public Transit District Act prohibits employees of a public transit district such as the UTA from joining in a strike against the UTA. As a result, during the term of this Agreement, the Union will not cause, condone or sanction any strikes, work stoppages, picketing on properties owned or controlled by UTA, slow-downs, mass absenteeism, sympathy strikes, or any other interference with the operations of the UTA. No employee shall engage in any strike, work slowdown or stoppage, or any other interference with UTA operations, and no lockouts shall be implemented by UTA. Any action of UTA in closing their facilities, stations, or operations during a general strike, riot or other civil commotion, for the protection of their station and property, shall not be deemed a lockout. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property of another company involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket line of another company.

Section 2. Remedies: The Union expressly agrees that it will take and use every reasonable, prompt and positive measure and effort to prevent and stop any acts described in Section I of this Article including, but not limited to, the mailing to each employee covered by this Agreement of a notice, signed by authorized representatives of the Union stating that the employee's action violates the Agreement and state law and instructing all employees to cease their illegal actions immediately. In addition to any employees being subject to potential termination under Section 3 of this Article, the UTA will also have the right to obtain an injunction in any federal or state court restraining the employees and the Union from striking and picketing or any other violations of this clause and will ultimately have the right to seek to have a court award damages resulting to the UTA from such activity.

Section 3. Discipline: All employees participating in or promoting any activity prohibited by Section 1 may be subject to discipline up to and including termination.

Section 4. Legal Action: In cases of alleged violations of the provisions of this Article, the grievance and arbitration procedure of the Agreement need not be exhausted, but the aggrieved party may, without such exhaustion, immediately resort to an appropriate Court of law to seek any available equitable, legal remedies, or both.

## **ARTICLE 9 - WARNINGS, SUSPENSION AND DISCHARGE**

Section 1. Rules: Discipline, suspension, and discharge shall be governed by UTA policy as it may be amended from time to time. All time periods provided for herein may be extended by mutual written agreement between the Business Agent of the Local Union and the Employer.

Section 2. Representation: If a bargaining unit member reasonably believes that an investigatory interview arising out of their workplace behavior or performance could lead to discipline, they are entitled to ask for an available steward; if a steward is not available the employee may ask for another available employee as their representative.

Section 3. Discipline: Employee discipline will be issued, with an employee representative present if requested, within ten (10) business days of the date the Employer becomes aware of the incident leading to discipline in order for the discipline to be valid. All discipline will be specific, not general, in nature as to the alleged violation (e.g. time, date, place and nature of violation).

Section 4. Notices: Copies of all written discipline letters, suspensions, and discharges will be sent to the Business Agent of the Local Union within five (5) business days from the issuance of the discipline, in order for the discipline to be valid.

## **ARTICLE 10 - GRIEVANCE AND ARBITRATION**

Section 1: All controversies over the interpretation and application of this Agreement will be taken up, considered and adjusted as follows. All time periods set forth here must be strictly adhered to unless extended in writing by mutual agreement of the parties. Failure to comply with these deadlines will cause the grievance to be waived.

Step 1: The first step will be for the grievant, with or without the shop steward, and his/her supervisor to resolve the issue. In order for the grievance to be recognized, it must be presented to the employee's immediate supervisor within five (5) business days of the event giving rise to the grievance.

Step 2: If the grievance has not been satisfactorily settled in Step 1, then within ten (10) business days of the occurrence, the grievance must be put in writing and filed by the Business Agent of the Local Union with the UTA Labor Relations Representative via email or personal delivery. The Business Agent and the UTA representative will set up a date and time to meet and seek to resolve the controversy.

Step 3: If no resolution is reached in Step 2, the matter may be submitted to a panel grievance committee composed of two persons appointed by the Union and two persons appointed by the UTA, who will meet jointly at a time and place mutually agreed upon not to exceed forty-five (45) calendar days from the outcome of Step 2. A grievance scheduled for a panel committee may be waived by mutual agreement between the parties and in such case the date of the waiver agreement shall act as the date of decision for the Panel. The decision by the majority of the panel committee will be final and binding upon both parties. The aggrieved party will have the right to attend the panel grievance meeting, provided he or she does so at his or her own expense. Failure to move any grievance to this Step 3 by written request within ten (10) business days following outcome of the Step 2 meeting will constitute a waiver of such grievance.

Step 4: If the grievance has not been settled in Step 3, either party may, within twenty (20) business days of the Panel's decision, submit the matter to Arbitration as set forth below.



- a) The Employer and the Union will seek to select an arbitrator by mutual agreement. If the two cannot agree upon an arbitrator, then it is agreed that the matter in controversy will be submitted to the ("FMCS") Federal Mediation and Conciliation Service, for settlement by obtaining a list of seven arbitrators and alternatively striking from the list until only one person remains who will then serve as the arbitrator for the matter.
- b) The decision of the Arbitrator will be specifically limited to the issue(s) submitted by the parties, and the arbitrator will have no authority to amend, alter, or change any provision of the Agreement in any manner. Any and all decisions made in accordance with the procedure here set forth will be binding upon all parties to this Agreement.
- c) The Parties hereto agree that the expenses and fee of the Arbitrator will be borne equally.

#### Section 2. Time Limits:

- a) The time limits contained herein may be extended for reasonable circumstances, investigations, interviews, etc. for specified periods of time, subject to the mutual consent of UTA and the Local Union in writing. Such consent shall not be unreasonably withheld.
- b) For the purpose of this Agreement, the term "business days" shall be defined as any day of the week that is not a Saturday, Sunday or legally recognized holiday.
- c) For the purpose of this Article, when counting "days" the first day shall be defined as the first full day after the action occurred.
- d) If UTA fails to convene an agreed to Panel within the forty-five (45) calendar day time limit specified in Step 3 above (or within any extension agreed to under subparagraph (a) above), the Union may, upon written notification to UTA, move the matter to the next step of the grievance procedure.

Section 3. Union Notification: Copies of all grievances and replies filed at Step 2 shall be provided by UTA to the Grievant, and where applicable, to the Union representative. The Union representative shall also receive a copy of the reply to the Step 1 meeting in the event that the decision at Step 1 is reduced to writing. The Union representative shall also be notified and present at any formal meeting calling for the resolution of a grievance.

### **ARTICLE 11 - STEWARDS**

Section 1. Recognition: Utah Transit Authority (UTA) recognizes the right of the Union to designate stewards from UTA's seniority list. The authority of the steward so designated by the Union shall include the following duties and activities:

- a) The investigation and presentation of grievances to UTA in accordance with the provisions of this Collective Bargaining Agreement. Stewards or Business Agents may attend disciplinary meetings between supervision and an employee when requested by the employee.



b) The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information:

1. Have been reduced to writing; or
2. If not reduced to writing, are of a routine nature and do not involve stoppages, slowdowns, refusals to follow management's direction or any other interference with UTA's business.

Section 2. Authority: Union Stewards have no authority to take strike action or any other action contrary to the provisions of Article (8).

Section 3. Limitations: UTA recognizes these limitations upon the authority of the Steward and shall not hold the Union liable for any unauthorized acts but may discipline a Steward who engages in such behavior.

Section 4. Release: When the Union requests Stewards to be relieved of their duties to attend Union Meetings, etc., such requests will be made to the Location Manager or Area Manager as soon as possible but at least 24 hours in advance and such permission will not unreasonably be withheld.

Section 5. Paid for Time: Stewards will be paid for time lost from their regularly scheduled forty (40) hour work week when attending meetings with a member of management at the request of management.

Section 6. Representation: Stewards will be allowed a reasonable amount of time to review grievance issues with employees with the approval of management so long as no disruptions occur in the workplace.

Section 7. Union Leave: Upon no less than ten (10) working days' written notice, UTA shall grant an unpaid leave for an employee with seniority to serve on Union business, pursuant to Union instructions, without discrimination or loss of seniority or fringe benefits protection, not to exceed thirty (30) calendar days each calendar year, excluding contract negotiations. The notice shall specify length of time off requested. No more than one (1) employee will be permitted on such leave at the same time, excluding contract negotiations. The Union agrees that such time off request shall not be exercised to the detriment or disruption of the operation of the business.

## **ARTICLE 12 - JOINT LABOR MANAGEMENT (JLM) MEETING**

UTA and the Local Union will meet as needed but not more often than quarterly in a cooperative effort to discuss ways to improve communications, efficiencies and address issues within the workplace excluding matters subject to the grievance procedure.

## **ARTICLE 13 - MANAGERS**

Section 1. Management Oversight: Management shall have the exclusive right to conduct the business, the operations and the direction of the UTA's working forces and employees they oversee. Management will be excluded from the bargaining unit.

Section 2. Bargaining Unit Work: It is understood that employees not covered under this Agreement shall not ordinarily perform work within the jurisdiction of the Union except in the case of an emergency, or for purposes of instruction or training, or where the balance of regular employees is temporarily reduced by reason of absence. UTA will normally offer available work to bargaining unit employees prior to utilizing non-bargaining unit employees to perform work covered by this Agreement.

## **ARTICLE 14 - CLASSIFICATIONS**

Section 1. Classifications: The Warehouse jobs covered by this Agreement consist of the following job classifications:

1. Warehouse Specialist: This position is responsible for identifying, procuring, receiving, shipping, maintaining inventory, supporting the machine and body shops, restocking outer divisions, performing related processing of documentation, and fulfilling all other duties as may be assigned by Management.
2. Production Control Specialist located at Meadowbrook Building #8. This position is responsible for ensuring part rooms have the appropriate parts needed to maintain the operation of the fleet (i.e., internal rebuilds utilizing the work order system, audit missing/misplaced inventory). This position shall also perform the job duties within the warehouse specialist classification and must fulfill all other duties as may be assigned by Management.

## **ARTICLE 15 - VACANCY FILLING AND SHIFT BIDDING**

Section 1: Job Vacancies: Both parties recognize the principle of filling promotional vacancies and newly created bargaining unit positions with qualified applicants in a manner consistent with good personnel hiring practices, skills, abilities, and relevant experience, such vacancies and positions will be awarded to the best qualified candidate. While UTA prefers to look internally to fill open vacancies and newly created positions with qualified applicants, it is understood that UTA may also fill job openings with individuals outside the Company.

Section 2: Job Classification, Shift Bidding: Shift bidding within each Job Classification will be done by the employees' Classification Seniority defined within Article 10 and will be available for selection in December of each calendar year. Each employee will submit their bid to management in writing. Employees that cannot select in person may email their selection to management.

## **ARTICLE 16 - MISCELLANEOUS**

Section 1. The employer agrees to allow the Union to provide and maintain a bulletin board for the use of the Union at a mutually agreed upon location within the employer facilities.

Section 2. Once an employee has completed the UTA new employee orientation, the Business Agent of the Local Union, and a member of management will discuss a time and day for the Business Agent, or Union Steward, to meet with the employee for a period not to exceed twenty (20) minutes.

Section 3. Negotiating Committee: The Union will make a written request to have no more than one (1) employee off for contract negotiations. The employees' lost wages will be paid by the Union. Employees will not be required to use vacation pay or other paid time off.

Section 4. Union Representatives: Accredited representatives of the Union, after first making their presence known to management shall have access during business hours to members of the bargaining unit, providing that UTA security and safety rules are followed and no activities, conferences or meetings between employees and Union representatives shall in any way interfere with, hamper or obstruct the normal flow of work.

Section 5. Personnel Files: Employees have a right to review a copy of their own personnel file upon request as provided by UTA policy. Reviews will be promptly scheduled by UTA.

Section 6. Individual Agreements: UTA agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 7. Safety Shoes: The Company will provide safety shoes either by arranging for a vendor to be on site, or the Company will provide one hundred fifty dollars (\$150.00) for safety shoes meeting UTA safety standards (impact resistance and non-slip). For shoes not purchased from the UTA vendor the following will be required before the employee is reimbursed.

- A copy of the original receipt
- The actual shoes purchased
- Verification that the shoes are impact resistant and non-slip.

## **ARTICLE 17 - PROBATIONARY PERIOD**

Section 1. All new hires shall serve a probation period of one hundred and twenty (120) days. Probationary employees may be discharged during their trial period without recourse to the grievance and/or arbitration procedure.

## **ARTICLE 18 - UTA POLICIES**

Section 1. Existing Policies: Unless otherwise addressed or modified by this Agreement, all written policies applicable to bargaining unit employees as of ratification or implementation of this

Agreement will continue to apply to bargaining unit employees on the same basis as such policies apply to non-bargaining unit employees. Such existing policies may be changed or discontinued from time to time in the UTA's sole discretion. Employees and the Local Union will be notified of such changes.

Section 2. New Policies: The UTA will also have the right to create, implement, change and discontinue UTA's policies, as long as policies are not contrary to the terms of this Agreement. The UTA will provide not less than fourteen (14) calendar days' written notice to the Local Union prior to the effective date of any such new policies. Copies of the affected policies will be distributed out to all the employees within the department and a copy sent to the Local Union.

Section 3. Policy Conflicts: Should there be a conflict between any policy, or section of a policy, and the terms of this Agreement, the terms of this Agreement will control.

## **ARTICLE 19 - PAY DAYS**

Section 1. All employees shall be paid their wages, in full, less any legal, authorized deductions, once every two (2) weeks.

Section 2. Employees shall be furnished with an itemization showing each category of earnings at the time they receive their paycheck for the payroll period involved.

Section 3. All employees shall receive their pay via Direct Deposit.

## **ARTICLE 20 - SAFETY**

Section 1. All employees and the UTA will maintain reasonable safety and health standards and will comply with all federal and state safety rules and regulations. No employee shall need to work on, with, or about unsafe equipment or facilities.

Section 2. The Employer will act promptly when bona fide unsafe factors are brought to its attention. All employees must report accidents immediately. The employee will submit a written report within 24 hours, provided that additional time may be allowed with Management's approval.

Section 3. Employees will comply with all safety rules and policies of the Employer. Rules will be posted in the workplace. Employees will use all provided health and safety equipment.

## **ARTICLE 21 - HOURS OF WORK**

Section 1. Workweek: The ordinary workweek for regular, full-time employees will be consistent with UTA's Policy No. 6.7.1.2 governing Administrative Employee Workweek and schedule. Nothing here will constitute a guarantee of hours.

Section 2. Non-traditional Hours: It is recognized that, as a public transit organization, the UTA operates 24 hours a day, 7 days a week. As a result, employees may have to work overnight and weekend shifts.



Section 3. Recording Hours Worked: All hours worked by an employee must be reported by the employee on their respective time record each workday in accordance with the timekeeping requirements and processes set by the UTA.

Section 4. Shift Trades and Adjustments: In accordance with the UTA's usual process and procedures employees shall continue to have the ability to trade or adjust their assigned starting times with the approval of their manager. No reasonable request shall be denied.

## **ARTICLE 22 - WAGES**

Section 1. Compensation Adjustments: The wages provided for herein are minimums and the UTA can in its sole discretion pay above the designated wage rates. No employee may be paid at a rate lower than provided for in their classification. UTA may also adjust minimum starting rates to meet business needs, provided said minimum starting rates are not adjusted below those rates set forth in Section 2 below. When such starting rate adjustments are necessary, all current employees who fall under the new minimum pay rate will be adjusted to the new minimum pay rate for their classification.

Section 2. Wage Ranges: Employees covered by this Agreement will be compensated per the terms of UTA's Administrative Compensation Plan defined in UTA's Administrative Employee Compensation Plan Policy, No. UTA.05.04 and UTA Agency SOP No. 510. For purposes of these policies, all employees covered by this Agreement will be considered Administrative Employees. Effective on the first pay period following the date of ratification hereof by the bargaining unit, the job classifications provided for in this Agreement will be placed into the following pay grades:

Warehouse Specialist:	Grade 13
Production Control Specialist:	Grade 14

Section 3. Wage Increases: All employees will receive wage increases of three percent (3%) effective upon ratification hereof by the bargaining unit. Such raises shall be above any minimum pay rate increases received under Section 1 above. Merit pay increases for 2026, and 2027, will be provided based on performance, as defined in UTA's Administrative Employee Compensation Plan Policy, No. UTA.05.04 and UTA Agency SOP, No. 510.

Section 4. Overtime: If overtime is ever necessary/required, employees who work overtime will be paid at the rate of one and one-half times their regular hourly rate for all work performed in excess of forty (40) hours per week.

## **ARTICLE 23 - OVERTIME**

Section 1. Overtime Guidelines: The UTA retains the sole discretion to determine in each instance if overtime work is required, and how much overtime work will be needed. Employees are expected to be available for a reasonable amount of overtime, as determined by the UTA. No overtime work may be performed without prior approval.

Section 2. Assignment of Overtime: In accordance with the UTA's usual process and procedures for offering overtime the manager or the designee will email all employees at once offering them the opportunity to volunteer. Assignments will be given on a first-come, first-serve basis. If there are no volunteers to fill the necessary overtime, management may require bargaining unit members to take overtime by inverse seniority.

## **ARTICLE 24 - TIME OFF**

Section 1. Day(s) or Weekly Vacation Requests: Vacation will be taken on a first-come, first-served basis on available days or weeks during the calendar year. If one or more employees bid on the same day for the same time period, seniority will control. Vacation requests will ordinarily be submitted one week prior to the requested date. Once approved, an employee's vacation can be canceled with mutual agreement between the employee and the manager. There will be no blackout days during the calendar year. One (1) employee will be guaranteed off on any given day, upon the discretion of management more than one (1) employee may be allowed off.

Section 2. Separation: Employees who quit or are terminated or retire shall be paid all accrued but unused vacation on their final check.

Section 3. PTO Benefits: The UTA will offer paid time off to the bargaining unit employees for bereavement leave, court attendance/jury duty leave, military leave, and parental leave, on the same terms and conditions as UTA Policy No. UTA.05.02, which covers Paid Time Off for Administrative Employees. UTA Policy will continue to provide for utilization and enforcement of all PTO benefits. An employee requesting a leave of absence shall be governed by UTA policy. The UTA may, from time to time, revise its paid time off policies in the regular course of business. Employees and the Business Agent of the Local Union will be notified of such changes.

## **ARTICLE 25 - HOLIDAYS**

Paid Holidays will be recognized and administered in accordance with UTA Corporate Policy No. 05.02. Should one of these holidays fall on a Saturday, it will be observed on the preceding Friday. Should one of these holidays fall on a Sunday, it will be observed on the following Monday.

Floating holidays will be used on a first-come, first-served basis on available days throughout the year. Floating holidays can only be used in whole day increments. Floating holidays are not carried over into a subsequent year.

## **ARTICLE 26 - VACATION AND SICK**

Section 1. Sick Leave: Sick leave is provided for employees to mitigate against loss of income when an employee is unable to perform assigned duties because of illness or injury. Sick Leave may be used for the employee's own, or their dependent's, illness, injury, or medical appointment. Employees who have completed their probationary period and have accrued sick leave may use sick leave. Employees using sick leave must directly notify their supervisor providing as much notice as practicable. Where the need for leave is foreseeable, notice shall be given not less than twenty-four (24) hours in advance. The Authority may request written medical certification of an

illness or injury necessitating sick leave usage. After five consecutive days of sick leave, management may require the employee to submit a medical note.

After five consecutive days of sick leave usage, UTA may run Family Medical Leave (FMLA) concurrently with the absence. The employee will complete all necessary FMLA paperwork when required by the Employer.

Sick Leave is accrued at a rate of nine days per year (2.769 hours biweekly). Sick leave will not accrue during an unpaid leave of absence, or while receiving workers' compensation, short-term or long-term disability payments, or other insurance payments. While on FMLA, employees must use all available sick leave or other employees accrued time off benefits before taking unpaid leave.

Sick Leave pay is calculated using an employee's base rate of pay at the time of the absence.

Employees who leave or are terminated from UTA forfeit any sick leave balances, with the exception that Employees who retire and meet the definition of "Retired Employee" under UTA policy, may convert up to 900 hours of sick leave into a Retiree Medical Account at the time of retirement, which includes the Union's health Reimbursement Arrangement (HRA). Retired Employee means:

- The employee continues employment with UTA until their date of retirement.
- Employee is vested pursuant to the vesting schedule set forth in UTA's defined benefit plan.
- Employees must have completed and submitted within forty-five (45) days from their final day of employment all necessary paperwork to elect a retirement benefit as a monthly benefit or a lump sum distribution.

Section 2. Vacation Accrual: Vacation time accrues according to an employee's date of hire and length of service with the Authority. Vacation time accrues based on actual paid/time worked. Vacation will not accrue during an unpaid leave of absence, or while receiving Workers Compensation benefits, short-term and long-term disability payments, other insurance payments, or during a layoff. Employees accrue vacation at the rate shown below. Vacation pay is calculated based on using an employee's base rate of pay, including any premiums at the time of the vacation absence. Vacation pay shall be considered hours worked for overtime calculation. The maximum accrual of vacation is 360 hours.

<b>Length of Service</b>	<b>Vacation Days Accrued</b>
Date of Hire Through Year 2	13 days per year (4 hours per pay period)
Year 3 through 6	15 days per year (4.6 hours per pay period)
Year 7 through year 8	17 days per year (5.23 hours per pay period)
Year 9 through year 11	19 days per year (5.8 hours per pay period)
Year 12 through year 15	21 days per year (6.46 hours per pay period)
Year 16 through year 22	23 days per year (7.07 hours per pay period)
Year 23 years or more	25 days per year (7.69 hours per pay period)



Section 3. Vacation Deductions and Leave Interactions: Employees' vacation deductions will be charged only in the number of hours that they are scheduled to work. While on FMLA, employees must use available vacation after exhausting sick leave before taking unpaid leave. Employees may save up to 40 hours of vacation, during a leave of absence.

Section 4. Pay in Lieu of Time: Vacation pay shall be calculated on the basis off of an employee's straight time hourly wage. Employees with more than ten (10) years of seniority and at least eighty (80) hours of banked available vacation time, may in lieu of time off, request via email to receive pay for one (1) week in accordance with UTA policy.

Section 5. Vacation Incentive: UTA may at its discretion give an incentive of a minimum of eight (8) hours regular pay to bargaining unit members who bid and take vacations during undesirable weeks. If UTA uses this incentive, employees will be informed at the beginning of the calendar year which weeks or timeframes will receive the incentive.

## **ARTICLE 27 - HEALTH INSURANCE**

Section 1. The UTA agrees to pay one thousand five hundred dollars (\$1,500.00) per month into the Teamsters Security Fund for each employee that is enrolled in health insurance through the Security Fund. This fund will provide the Teton Plan in accordance with the rules prescribed by the Trustees of said Security Fund. Benefits for this premium shall include hospital, surgical, and dental benefits and other benefits as approved by the Trustees. Contingent upon ratification hereof by the bargaining unit taking place before June 30, 2025, such payment will begin with the first of the month following UTA Board approval hereof with coverage under the new plan commencing on that same date, at which time coverage under the current UTA health plan will cease.

Section 2. UTA will pay up to 1.5% per year of any increase in excess of the amount stated above. Any increase above 1.5% will be paid by the employee through payroll deduction.

Section 3. An employee becomes initially eligible for benefits on the Teton Plan on the first day of the month following their start of employment as a Warehouse Worker provided UTA makes a payment on the employee's behalf to the Utah-Idaho Teamsters Security Fund (the "Fund").

Section 4. Payment is due by the 10<sup>th</sup> of the month following the month in which the employee started as a Warehouse Worker. All subsequent payments are also due by the 10<sup>th</sup> of the month. UTA agrees to deduct from the employee's paycheck (pretax) each paycheck an amount equal to the employee's share of the cost of the insurance benefit (currently \$110.33 a month or \$50.92 biweekly) and remit it with UTA's payment each month to the trust. The total contribution is currently \$1,500.00 per employee per month.

Section 5. An employee will lose coverage at the end of the month in which their employment has terminated unless the employee is eligible for and elects COBRA and makes timely premium payments as set by the Trust.



Section 6. The Local Union shall indemnify and hold the UTA harmless against any and all claims, losses, and damages that may arise as a result of deducting, withholding, paying and/or remitting all such funds as contemplated by this Article.

Section 7. The parties hereto accept the provisions of the Agreement and Declaration of Trust of the Utah-Idaho Teamsters Security Fund as may be revised from time to time and agree to enter into the appropriate Trust Agreement and ratify all actions heretofore taken or to be taken hereafter by the Trustees acting within the scope of their authority thereunder. The Employer accepts the Employer Trustees under such Agreement.

Section 8. So long as such benefits are not provided by the insurance under Section 1 above, UTA policy regarding life insurance & long-term disability benefits will continue to apply as per policy No. 6.7.6.1.

## **ARTICLE 28 - RETIREMENT**

Section 1. 457(b) Deferred Compensation Program: Production and Warehouse Specialists may participate in the UTA's 457(b) deferred compensation plan. UTA will contribute \$2.00 for every \$3.00 the employee contributes, up to 2% of their annual salary as an annual participation match. UTA's participation match is deposited into an investment account in January of the following year. The minimum contribution election for this plan is 2% of the employee's annual income.

Section 2. UTA Pension: Production and Warehouse Specialists will continue to be eligible to participate in the Utah Transit Authority Employee Retirement Plan, as defined in the Utah Transit Authority Employee Retirement Plan and Trust Agreement.

## **ARTICLE 29 - NOTICE**

Section 1. Direction of Notices: Whenever notice is to be given under the terms of this Agreement to either party hereto, it will in all cases, unless some other method is specifically prescribed below, be sent by email to the following addresses for the UTA and The Union. Upon written notification either party has the right to amend the email addresses listed below at any time during the life of this Agreement.

<b>UTA</b>	<b>UNION</b>
Labor Relations Office	Ron Romero, Business Agent
Utah Transit Authority 669 W. 200 S. Salt Lake City, Utah 84101	Teamsters Local Union No. 222 2641 S. 3270 W. Salt Lake City, Utah 84119
<a href="mailto:LaborRelationsTeamsters@rideuta.com">LaborRelationsTeamsters@rideuta.com</a>	<a href="mailto:ron@teamsterslocal222.org">ron@teamsterslocal222.org</a>

Section 2. Effective Date for Notice: When notice is given as prescribed in the above paragraph, the notice will be considered to have been given on the day immediately following the day that it is e-mailed (with delivery and read receipt requested).

Section 3. Employee Contact Information: Each employee is responsible for supplying the Human Resources Department and the appropriate department director, in writing, electronically, with

their mailing address and telephone number and must promptly notify the Human Resources Department and appropriate department director of any change in the above information. Telephones are required for such positions as directed by management. UTA shall use this information for any notification required by the terms of this Agreement. Any such notification to an employee by UTA shall be deemed sufficient notification when addressed to the employees' last reported address.

Section 4. Giving Notice to Employees: All notices to employees to be given by the UTA under this Agreement will, unless some other method is specifically prescribed, be considered to have been properly given if the employee is notified in person, either orally or in writing, or if notice is mailed to the employee's last address on file with the UTA or is given by telephone to the employee's last telephone number on file with the UTA. If mailed, the notice will be considered to have been given on the day that it is mailed. In addition to these methods of giving notice to employees, the posting of written notice on the UTA bulletin board, stationary or electronic, will constitute proper notice in all cases as long as the employee or employees concerned were present at work at the UTA's facilities during some part of the time between the posting of the bulletin board notice and the start of the event being announced by the notice.

Section 5. Notice of Resignation: When an employee gives notice of resignation to the UTA, that notice will be considered to have been properly given when the employee informs their manager of the resignation in writing. Written notice may be sent by first class mail or delivered in person to the manager. If mailed, the notice of resignation will be considered to have been given on the date that it was postmarked.

## **ARTICLE 30 - SEVERABILITY AND COMPLETE AGREEMENT**

Section 1. Severability: If any state or federal legislation, court decision or government regulation invalidates any article or section of this Agreement, all other articles and sections not invalidated will remain in full force and effect, including the No Strike provision. At the request of either party, the UTA and Union will meet to negotiate a new contract language to replace the article or sections invalidated.

Section 2. Complete Agreement: This Agreement shall govern the entire relationship between the UTA, the employees hereby covered and the Union, and shall be the sole source of all terms, provisions, conditions, rights, or obligations of the parties hereto. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement which shall supersede any and all prior understandings or practices whether oral or written, and which constitute the sole, exclusive and entire agreement between the parties. It is therefore understood that past practices which could be interpreted to contradict or modify this Agreement are null and void, and the language of this Agreement shall be controlling. All written and oral proposals as to terms, provisions and conditions discussed and negotiated by the parties are herewith merged into this Agreement. Accordingly, the UTA and the Union for the life of the Agreement each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with



Section 2. Complete Agreement: This Agreement shall govern the entire relationship between the UTA, the employees hereby covered and the Union, and shall be the sole source of all terms, provisions, conditions, rights, or obligations of the parties hereto. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement which shall supersede any and all prior understandings or practices whether oral or written, and which constitute the sole, exclusive and entire agreement between the parties. It is therefore understood that past practices which could be interpreted to contradict or modify this Agreement are null and void, and the language of this Agreement shall be controlling. All written and oral proposals as to terms, provisions and conditions discussed and negotiated by the parties are herewith merged into this Agreement. Accordingly, the UTA and the Union for the life of the Agreement each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is further agreed that this Agreement may not and shall not be added to, subtracted from, altered, amended, or modified in any respect except by a document in writing signed on behalf of the parties hereto by their duly authorized officers and representatives.

### ARTICLE 31 - DURATION OF AGREEMENT

This Agreement will be in full force and effect from \_\_\_\_\_, until \_\_\_\_\_, and will continue in full force and effect for successive one-year periods after unless written notice of the desire to terminate or modify this Agreement is served by either party upon the other, at least 60 calendar days before the expiration of the Agreement or any automatic extension of the Agreement.

With their signatures, authorized representatives of the UTA and The Union have agreed to this Agreement on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

#### UTAH TRANSIT AUTHORITY

\_\_\_\_\_  
Jay M. Fox  
Executive Director

\_\_\_\_\_  
Viola Miller  
Chief Financial Officer

\_\_\_\_\_  
Kimberly Shanklin  
Chief People Officer

\_\_\_\_\_  
Legal

**TEAMSTERS**  
\_\_\_\_\_  
Spencer Hogue, President JC3  
Secretary Treasurer, Local 222  
\_\_\_\_\_  
Ron Romero  
Business Agent, Local 222