

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING
AGREEMENT WITH AMALGAMATED TRANSIT UNION LOCAL 382**

R2023-04-01

April 12, 2023

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

WHEREAS, the Board of Trustees (“Board”) of the Authority previously approved a Collective Bargaining Agreement (“Agreement”) with Amalgamated Transit Union Local 382 (“ATU”) in Resolution R2020-05-05 on May 20, 2020; and

WHEREAS, that Agreement has expired December 10, 2022, and the Authority and ATU have been negotiating a new Agreement between the parties; and

WHEREAS, the ATU and the Authority have negotiated in good faith, and together have reached accord on a new Agreement between the parties; and

WHEREAS, the Board has reviewed the proposed Agreement between the ATU and the Authority, and believes it represents the best interests of both of the parties, and promotes the Authority’s ability to retain and build an excellent, highly-committed, productive, and involved workforce; and

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

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, subject to approval by the Authority’s legal counsel.
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 with the negotiations with the ATU and to give effect to this Resolution.

3. That Resolution R2020-05-05, enacted on May 20, 2020, is hereby rescinded and superseded.
4. That this Resolution remain in force and effect until rescinded, amended, or superseded by further action of the Board.

Approved and adopted this 12th day of April 2023.

DocuSigned by:



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Carlton Christensen, Chair
Board of Trustees

ATTEST:

DocuSigned by:



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Secretary of the Authority



(Corporate Seal)

Approved As To Form:

DocuSigned by:



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Legal Counsel

EXHIBIT A

Collective Bargaining Agreement between
Utah Transit Authority and Amalgamated Transit Union, Local 382
(December 11, 2022 – December 10, 2025)

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
UTAH TRANSIT AUTHORITY AND
AMALGAMATED TRANSIT UNION, LOCAL 382

SECTION I: GENERAL PROVISIONS

ARTICLE 1: DURATION OF AGREEMENT

The Agreement is effective, December 11, 2022 and continues in full force and effect through December 10, 2025, and from year to year thereafter unless either party shall give notice of a desire to terminate or modify the Agreement not less than 60 days prior to such expiration date or its anniversary.

ARTICLE 2: UNION RECOGNITION

The Utah Transit Authority (“UTA”) recognizes the Union as the sole and exclusive collective bargaining agent for all bus, TRAX, and FrontRunner Operators (except worker service operators as defined in Article 42), Parts and Maintenance employees of UTA.

Union representatives designated in writing shall be permitted to transact Union business on the premises of UTA during working hours with management personnel or with bargaining unit employees who can be and are relieved from duty. No representative shall interfere with or delay any employee at work. Union representatives shall not neglect any work for UTA unless officially relieved of duty. Twenty-four hours advance notice shall be given when possible, in any case at least one hour notice shall be given or by 5:00 a.m. if the employee is required to report before 6:00 a.m.

Concerning any committee created by UTA dealing with the terms and conditions of employment and which is comprised in part of bargaining unit personnel, the Union shall appoint all the bargaining unit members of such committee within a reasonable time. No

1 committee shall be empowered to alter the terms of this Agreement. This paragraph shall not
2 prevent management from meeting with employees from time to time.

3 ARTICLE 3: RECOGNITION OF MANAGEMENT

4 The Union recognizes that UTA shall continue to have and to exercise exclusive rights
5 to set policy; to manage the business; to determine qualifications for employment; to select all
6 personnel; to determine the size of the work force; to make and enforce reasonable rules and
7 regulations governing the operation of the business and the conduct of its employees; and to
8 otherwise exercise full control except as limited by the express terms of this Agreement.

9 ARTICLE 4: EMPLOYEE COOPERATION AND NON-DISCRIMINATION

10 Employees shall work to the best interests of UTA. They shall be efficient, operate and
11 handle vehicles and equipment carefully and with utmost regard for passengers' safety, for
12 equipment, and for the public. They shall be courteous and respectful to the public and shall
13 maintain a clean and neat appearance.

14 There shall be no discrimination by UTA, the Union, or any employee against any other
15 employee as prohibited by law, because of race, color, religion, creed, sex, age, or national
16 origin.

17 ARTICLE 5: NO STRIKES OR LOCK-OUTS

18 Neither the Union nor its members shall engage in any strikes, nor shall UTA engage
19 in any lockouts during the term of this Agreement.

20 ARTICLE 6: ADMINISTRATION OF THE AGREEMENT

21 Any business necessary to administer this Agreement shall be between designated
22 representatives of UTA and of the Union or the International Union.

23 Before either party makes public any matter relating to issues covered by this

1 Agreement, the local Union President and the Manager of Labor Relations shall meet together
2 in person to discuss such matter. If no mutual resolution is reached, the parties shall defer
3 contact with the public for 24 hours.

4 ARTICLE 7: PROBATIONARY PERIOD

5 A. All new Operations and Parts employees shall be on probation until they have
6 worked 90 shifts. All new Maintenance employees shall be on probation until they have
7 worked 105 shifts. During such periods UTA is the sole judge of ability, competency, fitness
8 and qualifications to perform work. This judgment shall not be subject to the grievance or
9 arbitration procedure. Otherwise the Union shall have the right to represent the employee.
10 Upon completion of the probationary period, the employee shall have seniority back to the date
11 of employment, and if two or more employees begin work on the same day, their place on the
12 seniority list shall be determined by lot.

13 B. Employees who complete the probationary period in one department and later
14 transfer to another department shall be considered to have completed the probationary period
15 set forth in this Article for the purposes of termination of employment, but shall be considered
16 probationary employees for the first 60 shifts worked in the new department for the purposes
17 of transfer back to their previous department. Employees may be transferred back to their
18 original department during the first 60 shifts worked in a new department for any reason and
19 such transfer will not be subject to grievance or arbitration.

20 During an employee's new hire probationary period the employee may not bid out of
21 such employee's department. If, during an employee's new hire probationary period, such
22 employee is awarded a bid to a different shift, a different division, a different craft or a position
23 which constitutes a promotion, such employee's probationary period shall begin anew, less a

1 credit for one-half of the probationary shifts already worked. This shall not affect the 30-shift
2 evaluation period under Article 50 of the Agreement.

3 ARTICLE 8: SENIORITY

4 Employees are credited with system-wide seniority in one of three departments:
5 Operations, Parts, or Maintenance. For operators with Regular status on or before December
6 10, 1985, seniority shall be governed by the seniority list posted on that date. For all other
7 operators, seniority shall be governed by date of hire. The maintenance list shall be posted in
8 each maintenance area. The operators list shall be posted near the dispatch area or in the driver
9 train room. The Parts list shall be posted in the Parts areas. Lists shall be updated as needed.
10 A copy shall be furnished to the Union. Seniority shall be deemed correct if not protested
11 within 30 days after the first incorrect posting.

12 An employee who transfers from one department to another shall continue to accrue
13 seniority in the former department until the employee completes a period of 60 shifts worked
14 in the new department. Upon completion of such period, the transfer shall be considered
15 permanent and seniority in the former department shall be retained up to the date the position
16 was awarded but shall not thereafter accumulate. Seniority in the new department shall
17 commence as of the initial date of award. However, departmental seniority between employees
18 who are awarded a position from the same job posting in the same new department will be
19 governed by their original date of hire into the bargaining unit.

20 Any employee accepting full time Union office shall retain and accumulate seniority
21 during the period of such service. Any employee who accepts a position outside the bargaining
22 unit after working in a position within the bargaining unit, will continue to accumulate seniority
23 in the bargaining unit for a period of 90 days. Upon completion of the 90 day period, seniority

1 in the bargaining unit will be retained up to the date of transfer but will not thereafter continue
2 to accumulate. Upon returning to the bargaining unit the employee shall return to the
3 employee's original classification and may exercise seniority to take the least senior available
4 assignment or regular run but otherwise shall bid for assignment on the next regular Change
5 Day or bid day.

6 Seniority continues to accumulate during any layoff or approved leave of absence such
7 as for sickness or injury. Time on leave is not considered time worked for any purpose except
8 accumulation of seniority.

9 Seniority shall be lost whenever the employee quits; is discharged for just cause; retires;
10 or fails to return to work within five work days after the end of a leave of absence or the receipt
11 of notice of recall from a layoff.

12 ARTICLE 9: LAYOFFS AND RECALLS

13 A five day advance notice of necessary lay-offs shall be given. Regular force
14 reductions shall be in the reverse order of departmental seniority. As classifications are
15 reduced, a senior employee facing lay-off, may within five days, displace a junior employee in
16 a lower classification. Any displaced employee shall have the same privilege unless prevented
17 from doing so by sickness or leave of absence.

18 When regular forces of operators, parts or maintenance employees are increased, laid
19 off employees of UTA in the classification being increased shall be offered reemployment in
20 the reverse order in which they were laid off.

21 Displaced operators, parts or maintenance employees shall have the opportunity to
22 return to their previous classification for a period not to exceed two (2) years from the effective
23 date of their displacement.

1 Employees on lay-off must keep UTA and the Union supplied with their correct
2 address. A notice of recall may be made by UTA by personal contact or by telephone. If
3 unable to be contacted, the individual shall be notified by certified letter sent to the last known
4 address in accordance with Article 32. A list of those notified of recall shall be furnished to
5 the Union.

6 ARTICLE 10: EMPLOYEES' PERSONNEL RECORDS

7 No complaint shall be entered in any employee's record unless a copy is given to the
8 employee by UTA and a copy is sent to the Union. Unverifiable complaints shall not be
9 included in an employee's personnel file.

10 Written notations in an employee's records of more than 12 months duration will not
11 be considered against the employee in matters of discipline or discharge.

12 Employees may examine their own personnel files and obtain copies of any complaint
13 therein and may furnish copies to the Union or by written consent authorize the Union to
14 examine the employee's personnel records. Oral warnings or requests for improvement may
15 be given but, if added to personnel files, must be confirmed in writing as above.

16 All employees must report immediately in writing any revocation of their drivers
17 license.

18 Revocation of any employee's commercial drivers license shall not constitute sole
19 reason for discharge provided, however, any employee whose license is revoked a second time
20 in any five year period shall be subject to discharge. An employee whose license is revoked,
21 and who is not discharged for other reasons, shall be granted a leave of absence.

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ARTICLE 11: NOTICE OF DISCIPLINE

Employees shall be advised of any discipline or charges within 11 calendar days after the General Manager of UTA or its designees have knowledge of any alleged violation of UTA rules or other offenses. Oral warnings may be given, or the employee shall be furnished a written statement of the offense or discipline. The written statement shall include a description of the actions or behavior in which the employee is alleged to have engaged. Such statement shall be sufficiently precise and complete so that the employee may be able to identify the actions or behavior to which reference is made. For the purposes of this Article, persons who have been retained to monitor service and performance shall be deemed designees of the General Manager. Also, with respect to discipline for chargeable accidents, the time period under this Article shall commence to run when the Accident Review Committee’s report is received and time-stamped in the Claims Unit Office of UTA. A copy of the time-stamped report shall be furnished to the Union. UTA will not arbitrarily or randomly view any type of video recordings or live feed video for the sole purpose of finding misconduct, issuing discipline or monitoring individual performance. Random means without specific dates, times or incident.

ARTICLE 12: SUSPENSION OR DISCHARGE

A prompt review shall be made in any situation where discharge or other discipline is contemplated or has been administered, provided request for such review is made in writing to the Labor Relations Office within 11 calendar days following notice by UTA to the Union that discharge or discipline may be involved. If no request is made to UTA within that time, and the discharge or discipline is administered by UTA, such action by UTA shall be deemed final by all concerned. If UTA has not yet imposed discipline prior to the preliminary hearing or

1 Peer Review below, UTA shall delay such discipline until after the preliminary hearing or Peer
2 Review is held and a decision is rendered.

3 Within seven calendar days after the receipt of the request for discipline review, the
4 matter shall be submitted to the Grievance Resolution Committee (herein, the “GRC”) which
5 shall attempt to settle the matter by using a Collaborative process. The GRC shall consist of
6 two members appointed by the Union President and two members appointed by UTA. If the
7 matter is not settled by the GRC within 14 calendar days after the request for discipline review,
8 the Union may request that the discharge or discipline be reviewed under either the Preliminary
9 Hearing Option or the Peer Review Option set forth below.

10 Preliminary Hearing Option. If the Union timely seeks a review of the discharge or
11 other discipline under this Preliminary Hearing Option, UTA shall promptly designate
12 someone to conduct a preliminary hearing to be held within seven calendar days after the
13 request for review. At such hearing, the employee, the Union, and others may present any
14 relevant facts and evidence. Persons who have been retained by UTA to monitor performance
15 and service shall be made available in person or by telephone to provide testimony and respond
16 to questioning at the hearing. Within seven calendar days after the hearing, UTA shall notify
17 the employee and the Union that the discipline has been rescinded, modified, or sustained. If
18 the Union is not satisfied with the decision under the Preliminary Hearing Option, the Union
19 may request arbitration under Article 14, provided such request is made within 21 calendar
20 days after receipt of the decision of the hearing officer. The selected arbitrator shall review the
21 same facts and evidence as were presented in the first hearing together with any new facts and
22 evidence subsequently discovered and promptly brought to the attention of the other party and
23 shall then either sustain, modify or rescind the discipline, with or without back pay as deemed

1 justified by the facts and evidence.

2 If either party fails to meet the above time limits, the other party may automatically
3 move the matter to the next step in the procedure or arbitration. If a matter is not appealed by
4 the Union to the next step in a timely manner, it shall be deemed resolved on the basis of the
5 last answer; provided, however, that if UTA fails to meet any of the time deadlines and the
6 Union carries the matter to the next step, UTA shall pay to the Union a penalty of \$400.00.

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8 ARTICLE 13: PROCEDURE FOR GRIEVANCES

9 The term "grievance", shall mean a complaint and/or dispute by the Union and/or
10 employee concerning the proper interpretation or application of any provision of this
11 Agreement.

12 FIRST STEP: All grievances should first be discussed with the immediate
13 supervisor who should be advised of the particular section of the Agreement that is involved.
14 The Union and UTA agree that it is in the best interest of all parties to settle the dispute at this
15 stage. If not resolved in that discussion, or if other circumstances warrant, the Union or the
16 employee may fill out a grievance form provided by UTA. The grievance form must be
17 submitted in writing to the Labor Relations Office within 11 calendar days after the incident
18 giving rise to the grievance is known to exist. Grievances in the Mount Ogden and Timpanogos
19 Business Units may be filed with the Regional General Manager's office.

20 STEP TWO: Within seven calendar days following the filing of a grievance,
21 the Labor Relations Office will investigate the facts and evidence giving rise to the grievance
22 and shall give to the Union a written answer to the grievance.

23 STEP THREE: If the grievance is not satisfactorily resolved by the Step Two

1 be selected from a panel of names provided by the Federal Mediation and Conciliation Service.
2 The parties will select from the panel by alternately striking names from the panel with the
3 first strike made by the party who, on the prior selection of an arbitrator, did not make the first
4 strike. Extensions of up to seven calendar days may be granted for either party if written or
5 verbal request is made within 48 hours of the original deadline. If the Union fails timely to
6 select an arbitrator, the grievance shall be deemed withdrawn.

7 Both parties shall reduce to writing their agreed positions with respect to facts,
8 evidence, and issues, and any disputed facts, evidence or issues. In discipline or discharge
9 cases, no transcripts or post-hearing briefs shall be used unless requested by the Union, and
10 the decision of the arbitrator shall be rendered within five calendar days. In other cases,
11 transcripts and post-hearing briefs may be omitted by mutual agreement, and a time limit for
12 decision may be set by mutual agreement.

13 The arbitrator shall have no power to change this Agreement nor to impose any terms
14 or conditions the arbitrator might think the parties should have agreed upon. The arbitrator's
15 power is limited to finding the facts and to applying the terms of this Agreement to those facts.
16 The Union and UTA shall equally share the expense and charges of the arbitrator. The decision
17 of the arbitrator shall be final and binding upon all parties.

18 ARTICLE 15: LEAVES OF ABSENCE

19 A. Leaves of absence without pay or fringe benefits shall be granted for good and
20 sufficient reasons for periods of up to 90 days. All leaves of absence must be approved in
21 writing before commencing such leave. UTA may refuse to grant leaves of absence for good
22 cause, but will not arbitrarily refuse leaves. Leaves longer than 90 days must be approved by
23 both UTA and the Union, except for military leave, which shall be granted in accordance with

1 applicable laws.

2 B. Employees elected or appointed to full-time Union office shall be granted leave
3 of absence.

4 C. Employees returning from leaves of absence, less than a cumulative duration of
5 12 months, shall return to their original classification and may exercise seniority to take the
6 least senior shift or regular run but otherwise shall bid for assignment on the next regular
7 Change Day or bid day, except in the case of employees who exceed 12 months non-renewable
8 leave but who are able to return prior to the expiration of their leave. In such case, the employee
9 may bid on open positions for which they qualify. If their previous position is no longer open,
10 the employee may bid on other open positions for which they qualify or may continue on leave
11 until such position is available. Time on leave is not considered time worked for any purpose
12 except seniority, which continues to accumulate during leaves of less than 90 days, military
13 leaves or leaves longer than 90 days as approved by both parties, essentially for long-term
14 illness.

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16 D. Employees who are eligible for and have enrolled in the medical insurance
17 program, and who take a leave of absence from UTA, and who waive benefit coverage while
18 on a leave, will be reinstated to the insurance program on the first day of the month following
19 their return to work, provided they have given UTA at least 30 days' advance notice of their
20 return from leave of absence and they actually return on the specified day. Employees who
21 fail to give at least 30 days' notice but who return to work on or before the 15th of the month
22 will be reinstated to the insurance plan on the first day of the next following month. Employees
23 who fail to give at least 30 days' notice and who return to work after the 15th of the month will

1 be reinstated to the insurance plan on the first day of the second following month.

2 E. Parental leave will be provided to full time Bargaining Unit Employees who
3 have completed 12 months of employment prior to the birth, adoption or placement of a child
4 in order to care for and bond with a newborn or newly adopted or newly placed child. Parental
5 Leave shall run concurrently with any Family and Medical Leave (FML) available to the
6 employee. This includes four (4) weeks of approved paid Parental Leave to be taken within
7 six-months (6) immediately following the birth, adoption, or placement of a child with the
8 employee. Employees will not receive more than four weeks of paid Parental Leave within a
9 rolling 12 month period. If both parents are employed by UTA, they are entitled to a combined
10 four (4) weeks of Parental Leave. Employees must take Parental Leave in one continuous
11 period. Employees will not be paid for unused Parental Leave at the time they leave
12 employment with UTA. If a Holiday occurs while an employee is on Parental Leave, such day
13 will be charged to holiday pay such holiday pay will not extend the total length of paid Parental
14 Leave.

15 ARTICLE 16: JURY DUTY LEAVE

16 Employees shall be entitled to leave for jury duty and shall be compensated for loss of
17 any straight-time pay, less any amount received for such jury service. If not selected to serve
18 or released from jury duty, employees shall immediately notify the supervisor that they are
19 available for work. Copy of summons and amount of pay for jury service shall be provided by
20 the employee.

21 ARTICLE 17: COURT ATTENDANCE

22 Employees who witness but are not involved in an accident while on duty, and as a
23 result are required to make a report of the accident to UTA and who are later required to attend

1 court, or employees required by a subpoena issued at the request of UTA or its designated
2 agent to appear in court as witnesses shall be paid the difference between straight-time pay
3 they would have received and any amount paid for such court appearance. Employees who
4 would not be working shall be paid at straight-time for the time required to be at court.

5 ARTICLE 18: PERSONAL TIME

6 Regular attendance is expected of every employee.

7 A. Accrual of Personal Time.

8 Each full-time employee will accrue 7.33 hours of Personal Time for each full month
9 of service. Of those 7.33 hours, six hours will be deposited by UTA in each employee's
10 Personal Time Account and 1.33 hours will be deposited by UTA in each employee's retiree
11 medical account as set forth in Section C of this Article.

12 B. Use.

13 An employee may use accrued and available Personal Time for any purpose, subject to
14 the limitations of this Section B.

15 An employee may request Personal Time from the employee's manager, supervisor, or
16 the on-duty dispatch supervisor. An employee may take the requested Personal Time only if
17 the request has been approved by the manager, supervisor, or on-duty dispatch supervisor.
18 Personal Time will be approved on a first-come, first-serve basis according to staffing needs
19 for the requested day or period of time. The operations manager of each division will set aside
20 daily time off slots for the use of Personal Time, Floating Holidays, and Single Day Vacation,
21 equivalent to at least 4% of the Operators in the division, in addition to the meet and confer
22 process set forth in Article 21.

23 An employee may use accrued and available Personal Time in partial days of no less

1 than two hours. However, the parties recognize that employees may be required to take more
2 than the requested hours if UTA is unable to establish a reasonable break in the requesting
3 employee's schedule.

4 An employee will receive Personal Time pay equivalent to the actual scheduled time
5 not worked, up to eight hours per day, except that in the case of an employee normally
6 scheduled to work a four day/ten hour schedule, up to ten hours per day. An employee will
7 not be paid Personal Time during a period when the employee is paid for any other paid leave,
8 such as bereavement, short-term disability, and vacation.

9 An employee will use Personal Time only after providing advance notice to UTA of
10 not more than 12 months before the day or period of time that the Personal Time will be taken.
11 Operators must notify UTA no later than noon on the day before the Personal Time will be
12 taken, except in the case of unforeseen illness or emergency. If an employee uses Personal
13 Time because of unforeseen illness or emergency three times in a 12-month period, then UTA
14 may require the employee to verify any subsequent unforeseen illness or emergency for which
15 Personal Time is used within the same 12-month period.

16 An employee who has requested, and received approval for, Personal Time may request
17 the cancellation of that scheduled Personal Time. In Operations, if the employee requests
18 cancellation of the Personal Time before 1:00 p.m. on the day before the scheduled Personal
19 Time, the employee will perform the employee's scheduled work. If the employee does not
20 request the cancellation before 1:00 p.m. on the day before the scheduled Personal Time, UTA
21 may reassign the employee based on work that is or becomes available.

22 C. Retiree Medical Account Program

23 1. All Bargaining Unit employees who are eligible to participate in the pension

1 plan will also be eligible to participate in the Retiree Medical Account Program.

2 2. The program will be designed as either a Voluntary Employee Benefit
3 Association (VEBA) or Integral Part Trust, as allowed under IRS regulations,
4 private letter rulings, and other applicable federal laws, regulations, and
5 guidance.

6 3. All costs for the program administration will be paid from the program assets.

7 4. Retiree medical savings will be maintained in a trust with individual accounts.
8 Investments will be directed by employees among choices determined by UTA
9 and the Union.

10 5. Employees will become fully vested in their Retiree Medical Account balances
11 upon reaching five years of service, with no vesting prior.

12 6. Vested Retiree Medical Account moneys may be withdrawn upon separation
13 from UTA for qualified medical expenses.

14 7. Any terms of this agreement that are found to be in violation of IRS regulations
15 or other applicable law will be renegotiated by the parties.

16 D. Conversion to Retiree Medical Account.

17 UTA will transfer any hours over 900 in an employee's Personal Time Account into
18 the employee's Retiree Medical Account, as those hours over 900 accrue.

19 Any hours converted to an employee's Retiree Medical Account under this Section D
20 will be subject to the following vesting schedule:

21 1. Employees with less than five years of service will not be vested in their Retiree
22 Medical Accounts.

23 2. Employees with at least five years of service will be 100% vested in all of their

1 Retiree Medical Account balances.

2 Any Personal Time hours remaining in an employee's Personal Time Account upon
3 the employee's retirement from UTA, will be transferred to the employee's Retiree Medical
4 Account.

5 E. Serious Illness Account.

6 Operators may, at the end of their anniversary year, declare to roll any unused
7 vacations into a Serious Illness Account (SIA). The maximum SIA accrual is capped at 80
8 hours. Operators who previously had a SIA will continue to use that account for any deposits.
9 Any Operator with unused hours remaining in the employees's SIA on the date of the
10 employee's retirement from UTA, will be transferred to the employees's Retiree Medical
11 Account as long as the total hours of the active SIA and the employees personal time balance
12 does not exceed 900 hours. The provisions in this paragraph apply to sections F & G.

13 Employees who have a Serious Illness Account may use any hours in their Serious
14 Illness Account for pay protection if:

15 1. (a) the employee has been unable to work for 40 consecutive work hours
16 because the employee has a serious health condition (as defined by the Family
17 and Medical Leave Act of 1993), and (b) the employee used any accrued and
18 available Personal Time during those 40 consecutive work hours, in which
19 event the employee may use hours available in the Serious Illness Account after
20 that 40th hour for the continuing absence incurred because of that serious health
21 condition; or

22 2. (a) the employee used Serious Illness Account hours under the above
23 subsection (1) and, within twelve months after the employee began using hours

1 under that subsection, the employee is subsequently unable to work because of
2 the same serious health condition that allowed the employee to use such hours
3 under that subsection, and (b) the employee has exhausted all Personal Time,
4 in which event the employee may use hours available in the Serious Illness
5 Account for the same serious health condition.

6 The sole purpose of hours in an employee's Serious Illness Account is to protect
7 employees from excessive pay losses during times when serious illness will not permit the
8 employee to work. Hours in an employee's Serious Illness Account may not be converted to
9 terminal pay or other types of payment, except: (1) in the case of an employee who was fully
10 pension vested as of December 31, 2004, any unused hours remaining in the employee's
11 Serious Illness Account on the date of the employee's retirement from UTA will be transferred
12 to the employee's Retiree Medical Account before that date and (2) as allowed under Section
13 G.

14 An employee will receive the pay equivalent of one hour of straight-time pay for each
15 hour of sick leave used under the Serious Illness Account, up to eight hours per day, except in
16 the case of an employee normally scheduled to work a four- day ten- hour schedule, up to ten
17 hours per day. An employee will not be paid for sick leave under that Account during a period
18 when the employee is paid for other paid leaves, such as bereavement, short-term disability,
19 and vacation.

20 F. Notice of Accrual.

21 UTA will include in each employee's paycheck notice of the unused hours in the
22 employee's Personal Time Account and Serious Illness Account.

23 G. Survivor Distribution.

1 foster children, step-children, grandchildren, brothers, sisters, grandparents,
2 step-brothers, step-sisters, brothers-in-law, sisters-in-law, sons-in-law, and
3 daughters-in-law. Employees regularly scheduled to work a four-day ten-hour
4 schedule shall receive Bereavement Leave at the rate of ten hours per day.

5 ARTICLE 20: PHYSICAL EXAMINATIONS

6 When UTA solicits proposals for the Occupational Medical Provider (OMP), the ATU
7 can appoint one person to participate on the Request for Proposal selection process. At least
8 two times per year, UTA will meet with ATU to discuss OMP performance, at least one
9 meeting will include the OMP. UTA may require any employee to submit to a physical
10 examination by a physician selected and paid by UTA. An employee found to have physical
11 or mental problems shall agree to have the problem properly treated and corrected if of a
12 curable nature. If the physician certifies this can be safely done while the employee continues
13 working, the employee may do so. If a leave of absence is required for treatment, leave shall
14 be granted until the physician certifies the employee is again fit for duty. UTA shall be kept
15 informed of progress of treatment at least once every 30 days. If declared unfit for duty, an
16 employee may at his or her own expense, obtain a comparable physical examination and
17 opinion from a physician of his or her own choosing. If the two opinions conflict, the two
18 physicians shall select a third physician who shall examine the employee and give a final and
19 binding opinion. The expense of the third physician shall be paid equally by UTA and the
20 Union. An employee declared unfit for service who has completed five or more years of
21 service shall be given a non-renewable leave of absence for a period not to exceed 12 months.
22 An employee declared unfit for service who has completed 15 years of service shall have an
23 additional three months of non-renewable leave added to their non-renewable leave balance.

1 An employee declared unfit for service who has completed 25 or more years of service shall
2 have additional six months of non-renewable leave added to their non-renewable leave balance.
3 All non-renewable leave is cumulative over the course of the employee's employment with
4 UTA. For the purpose of calculating non-renewable leaves, an employee's absences prior to
5 January 1, 2000 will not count towards the cumulative total.

6 ARTICLE 21: VACATIONS

7 1. Vacation. Employees are entitled to 40 hours of paid vacation during their first year
8 of service; 80 hours of paid vacation after one year of service;; 120 hours of paid vacation
9 after five years of service; 160 hours of paid vacation with the option of taking either three or
10 four weeks after 14 years of service; and 200 hours of paid vacation after 25 years of service.
11 Service is calculated from date of employment.

12 Maintenance and Parts employees who quit or are terminated or retire shall be paid all
13 vacation earned by reason of service completed at the time of such separation. Operators who
14 quit or are terminated or retire shall be paid all vacation earned by reason of service completed
15 at the time of such separation, on a prorated basis.

16 2. Maintenance and Parts Employees. Maintenance and Parts employees will accrue
17 vacation each pay period. Maintenance and Parts employees will accrue vacation as long as
18 they receive compensation from UTA. Compensation from UTA for purposes of vacation
19 accrual does not include Workers' Compensation payments, Short Term Disability payments,
20 lump sum payments, or military pay. The maximum vacation leave accrual for Maintenance
21 and Parts Employees is 360 hours. All accrued unused vacation hours over 360 hours will be
22 dropped from the employees leave balance. Maintenance and Parts employees may use their
23 accrued vacation once they have completed their probationary period and obtained approval

1 from their supervisor.

2 3. Operators. During each anniversary year, Operators working 75% or more of his or
3 her allotted work days shall be entitled to a full vacation. Operators working less than 75% of
4 the allotted work days receive vacation on a prorated basis.

5 Time for taking vacations, and Floating Holidays as found in Article 22, in Operations
6 shall be posted and bid with the November-December service bid in all divisions on an annual
7 basis, with employees choosing preferred time according to seniority. Vacation weeks for
8 Regular Operators shall be posted for bid by all Regular Operators by seniority, and vacation
9 weeks for Extra-Board Operators shall be posted for bid by Extra-Board Operators by
10 seniority. Extra-Board Operators who voluntarily work less than 20 hours per week and who
11 have grandfathered vacation eligibility shall bid their vacations after all other Extra-Board
12 Operators. The following weeks shall not be available for bid by Extra-Board Operators unless
13 such weeks scheduled for bid by Regular Operators were not selected by a Regular Operator:
14 Weeks containing President's Day, Memorial Day, Independence Day, Pioneer Day, Labor
15 Day, Thanksgiving Day, Christmas Day, and the opening day of the (rifle) deer hunting season
16 and the opening day of the (rifle) elk hunting season. When vacation periods become open an
17 employee may bid for the open time, limited to one bid per vacation year. Vacations will be
18 scheduled so as to avoid disruption of work, and to minimize inconvenience and expense for
19 UTA. UTA shall give an incentive of eight hours pay to operators who bid and take vacations
20 during undesirable weeks. Operators will be informed at the beginning of the vacation bid
21 which weeks will receive the incentive. No Less than two (2) weeks per year will be identified
22 as the undesirable weeks to receive this incentive.

23 UTA shall allow operators to request and be paid for unused available vacation.

1 Operators with two or more weeks of accrued and available vacation, in lieu of time off, may
2 choose to receive pay in full week increments for all but one week. Operators who have bid a
3 vacation week, but who then choose to receive pay for such week in lieu of time off, shall be
4 assigned Extra-Board work during the scheduled week and shall work under Extra-Board
5 working conditions during that scheduled week.

6 Operators may declare their desire to take up to two weeks of their accrued vacation in
7 single day increments. Operators may use available single day vacation time in partial days of
8 no less than two-hour increments. However, the parties recognize that Operators may be
9 required to take more than the requested hours if UTA is unable to establish a reasonable break
10 in the Operator's schedule. A request for single day vacation must be made to the dispatcher,
11 supervisor, or foreman at least 24 hours before the requested day. UTA may waive the 24 hour
12 notice provision.

13 At the conclusion of each year's vacation bid, UTA and the Union will meet and confer
14 to determine a reasonable number of operators to be allowed off using Personal Time, Floating
15 Holidays, and Single Day Vacation in each division on any given day, based on the number of
16 vacation weeks set aside by operators to be taken in single days. This meet and confer process
17 will also take into account single days given to new operators and Floating Holidays for eligible
18 employees. This meet and confer is in addition to the time off percentage set forth in Article
19 18 section B. The meet and confer will be completed by January 1, this deadline may be
20 extended by mutual agreement from ATU and UTA. An Operator who has been approved for
21 an advance-notice personal time day and has declared his or her desire to take one or two weeks
22 of single day vacations and has single day vacation time available shall be allowed to convert
23 that advance-notice personal time day to a single day vacation day. An employee who elects

1 to take a one or two weeks of vacation in single days must take the entire week(s) during his
2 or her anniversary year. UTA agrees that all Operators who declare their desire to take one or
3 two weeks of their vacation in single day increments shall receive this benefit during his or her
4 anniversary year.

5 Operators may bid some or all of their single day vacation by seniority in conjunction
6 with the annual vacation bid. Some number of single day vacation slots each day will be
7 retained for selection on a first-come-first-served basis, and will not be available for selection
8 by seniority with the vacation bid. The single day vacations not bid by seniority shall be
9 selected on a first come first served basis with the selection beginning no sooner than 12
10 months before such day that is chosen.

11 Regular Operator pay for each week of vacation due shall be computed on the basis of
12 weekly hours regularly scheduled for the operator at the time of vacation or, for vacation relief
13 operators, during the last full work week before the vacation. For all other employees, vacation
14 shall be paid at 40 hours per week.

15 ARTICLE 22: HOLIDAYS

16 New Year's Day, MLK Jr. Day, President's Day, Memorial Day, Independence Day,
17 Pioneer Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day,
18 are paid holidays. Should one of these holidays fall on a Saturday, it will be observed on the
19 preceding Friday, except in the case of employees who are regularly scheduled to work on
20 Saturday. In such case, such employees shall observe the holiday on Saturday. Should one of
21 these holidays fall on a Sunday, it will be observed on the following Monday, except in the
22 case of employees who are regularly scheduled to work on Sunday. In such case, such
23 employees will observe the holiday on Sunday.

1 Employees who do not work on the paid holiday shall be paid eight hours at their
2 regular straight-time rate for such unworked holiday. Employees regularly scheduled to work
3 a four-day ten-hour schedule shall receive holiday pay at the rate of ten hours per day.

4 Employees who work on the holiday, shall be paid their regular overtime (1.5) hourly
5 rate plus the pay for the holiday. Employees who work two consecutive holidays within any
6 one 30 day period will be paid two (2) times their hourly rate for the second holiday.

7 For Operators, each change day, holiday slots will be posted in the bid room and in
8 regular bid books. The holidays posted will be for those occurring in the upcoming change
9 day. By mutual agreement, the holiday list can be expanded to include holidays outside of the
10 change day. Operators may, during their bid slot, add their name to any holiday work slot.
11 Employees who sign up on the list will be used in the order that they sign up. If there are not
12 enough employees who sign up to work the holiday slots, the Authority may post overtime
13 lists in each Business Unit. If there are still openings for the holiday signup, the Authority
14 may use reverse seniority to fill the remaining slots.

15 For Maintenance and Parts, employees will continue to fill the open holiday working
16 slots using the same process they currently use.

17 To be eligible for any holiday pay, employees must complete their work assignment on
18 their last scheduled day before and the first scheduled day after the holiday. When employees
19 are on approved vacation, Floating Holiday, Personal Time, or other approved leave, the
20 foregoing rule shall not apply, and the holiday pay shall be paid in addition to the other leave
21 pay .

22 Employees are eligible for one (1) floating holiday starting the January after their
23 fifth anniversary and two (2) floating holidays starting the January after their seventh

1 anniversary and three (3) floating holidays starting the January after their 12th anniversary
2 and four (4) floating holidays starting the January after their 20th anniversary. Floating
3 Holidays may be requested not more than 12 months in advance and not later than 24 hours
4 before the requested day. UTA may waive the 24 hour notice provision on a case by case
5 basis. Operators may choose to bid the Floating Holidays during the annual vacation bid.
6 Floating Holidays can only be used in whole day increments. Floating holidays must be
7 scheduled during the calendar year in which they are received. Employees may choose to
8 receive pay in full day increments in lieu of time off for Floating Holidays.

9 ARTICLE 23: ANNUAL PASS AND EDUCATIONAL ASSISTANCE PROGRAM

10 A. UTA shall furnish an annual pass for all employees and retired employees, their
11 spouses, children and foster children (age 23 or younger on January 1 and living with them),
12 and also to surviving spouses of deceased employees, or deceased retired employees, until
13 remarried. Passes shall also be issued to an employee's (or an employee's spouse's) unmarried
14 children by birth, legal adoption, or legal (court appointed) guardianship who are incapable of
15 self-support because of mental or physical disabilities. Passes are not transferable, and will be
16 permanently revoked for violation of any of the terms under which they are issued.

17 B. Employees who complete their probationary period shall be eligible to participate in an
18 educational assistance program which pays a benefit equal to tuition costs, up to a maximum
19 of \$1,000.00 benefit in any calendar year, provided that the tuition costs are incurred for an
20 academic program at a college or university and the program is related to the employee's work
21 or to business management in the transit industry. Approved tuition costs exceeding \$1,000.00
22 in any one calendar year shall be reimbursed at the rate of 50%. Employees who voluntarily
23 quit will be required to repay tuition assistance received within the 24 months preceding their

1 separation. Employees seeking benefits under this Paragraph shall apply to their supervisor in
2 advance of enrolling in any course for which benefits are sought. Such applications must be
3 approved by the employee's Manager, Executive, and the Senior Human Resource Officer. To
4 receive reimbursement under this Paragraph, employees must submit documentation of
5 application approval, reimbursable cost and passing grades for the course(s).

6 ARTICLE 24: WAGE RATES

7 Effective with the date of this Agreement, minimum wage rates and adjustments shall
8 be as set forth in Schedule A attached and made a part of this Agreement.

9 New employees may be started at pay levels up to \$5.00 per hour less than the
10 minimum rate in Schedule A and shall be advanced \$.50 per hour for each six months of work
11 completed until they reach the regular wage rate listed in Schedule A. However,
12 Mechanic/Technician/ Apprentice will follow a separate progression, as indicated in Schedule
13 A.

14 Senior operators shall be paid \$.25 per hour more than the Regular Operator. A senior
15 operator is one having three or more years of continuous service. Effective upon ratification of
16 this Agreement, Senior Flextrans operators having three or more years of continuous service
17 shall be paid \$.25 per hour in addition to their regular wage.

18 Senior Parts Clerks shall be paid a premium of \$.14 per hour in addition to their regular
19 rate set forth in Schedule A. A Senior Parts Clerk is one having three or more years of
20 continuous service as a parts clerk in the parts department.

21 UTA shall pay a shift differential of \$1.00 per hour to Maintenance and Parts
22 department employees only scheduled to work shifts beginning between the hours of 2:00 p.m.
23 and 10:59 p.m. UTA shall pay a shift differential of \$1.50 per hour for Maintenance and Parts

1 employees whose regular shift starts after 10:59 p.m. and prior to 4:01 a.m. or who has a regular
2 shift of which 4 hours or more falls between these hours shall receive a shift differential of
3 \$1.50 per hour.

4 Lead people will be paid \$1.50 per hour more than their regular classification pay rate
5 for additional leadership responsibilities assigned by UTA.

6 Maintenance employees assigned to train and instruct one or more students, or to retrain
7 other employees, shall be paid \$2.50 per hour for Maintenance Trainer A and \$2.00 per hour
8 for Maintenance Trainer B in addition to their regular pay during such training time.

9 UTA and the Union agree and hereby establish up to ten trainee positions which will
10 pay minimum wage. These positions will be used only for the entry and training of disabled
11 individuals into the entry level positions within UTA's Maintenance and Parts departments.
12 The employment of such employees will not result in the layoff of any other employees.
13 Persons hired into these positions will be probationary trainees and paid at a reduced rate until
14 such time as their productivity and daily output rises to the same level as the non-disabled
15 persons performing in the same classification. UTA shall evaluate the productivity and daily
16 output of each such employee at least once every 120 working shifts and make a determination
17 as to the level of performance of such employee compared with the minimum requirements of
18 that classification and thereupon make appropriate adjustments in the wage rate paid to such
19 employee. When the employee reaches the full wage rate for the classification, then all benefits
20 will be granted, with seniority retroactive to the employee's date of hire. In the event the Union
21 disagrees with a determination made by UTA under this section, the Union may file a grievance
22 under Article 13 of this Agreement.

23 ARTICLE 25: INSURANCE

1 The Joint Insurance Committee shall consist of three members selected by UTA and
2 three members selected by the Union, with a seventh member selected by mutual agreement.
3 In the event of a failure to agree, the selection procedures set forth in Article 14, above, shall
4 be utilized.

5 The Joint Insurance Committee shall determine the plan structures, benefits, and
6 carriers for medical insurance, dental insurance, vision insurance, employee and dependent life
7 insurance, accidental death and dismemberment insurance, and short term disability insurance.
8 Employee life insurance shall be \$20,000.00.

9 Extra-Board and Flextrans Operators who have completed 120 calendar days of service
10 may voluntarily elect to participate in the insurance plan by enrolling with the Human
11 Resources Office and making the required monthly employee contributions.

12 UTA shall contribute \$1,386.20 per enrolled employee per month for the period of May
13 1, 2023 to April 30, 2024. UTA shall contribute \$1,455.51 per enrolled employee per month
14 for the period of May 1, 2024, through April 30, 2025. UTA shall contribute \$1,528.29 per
15 enrolled employee per month for the period of May 1, 2025 through the expiration of this
16 agreement.

17 The amounts contributed by UTA and the employees shall be placed in an account, and
18 administered by the Joint Insurance Committee. The Joint Insurance Committee shall have
19 power to invest the funds in treasury bills, bonds, stocks, mutual funds, and other securities
20 according to lawful standards of prudence and fidelity. All costs of administration of the
21 insurance plans shall be paid out of the funds in the account; provided, that the costs of the
22 three UTA members and the three Union members shall be paid by UTA and the Union
23 respectively. The services provided by UTA's Benefits Specialist shall continue to be provided

1 at the sole cost of UTA.

2 By May 1st, 2023 UTA will contribute \$150,000 to the joint insurance account. If
3 insurance renewals increase 7% or more in the 2024 to 2025 benefit year, UTA will contribute
4 an additional \$150,000 to the joint insurance account on May 1st of that plan's year. If
5 insurance renewals come back in years 2024 to 2025 at 8% or higher, UTA will deposit
6 \$200,000 into the joint insurance account on May 1st of that plan's year. If during the term of
7 this Agreement, the Joint Insurance Account balance drops below \$300,000.00, then UTA will
8 contribute to the account the greater of the applicable amount under this Agreement or the
9 amount it is then contributing, on a composite basis, for insurance coverage for each
10 administrative employee. If the account is still under \$300,000.00, or if the amount contributed
11 for administrative employees is less than the amounts set forth above for bargaining unit
12 employees, then UTA will contribute 75% and employees will contribute 25% of the amount
13 needed to maintain the account at \$300,000.00. For the purposes of this Article, funds on
14 deposit with a self-insurance administrator shall be deemed to be included in the balance of
15 the account.

16 In selecting self-insurance benefits, plans, and carriers, the Joint Insurance Committee
17 shall use only A+ rated reinsurance carriers. Self-insured premium rates shall be determined
18 by taking into consideration all claims incurred on an annual basis commencing each year on
19 May 1. In addition, plans should be structured to encourage benefit utilization at or below
20 community norms. During the terms of this Agreement there shall be no enrichment of
21 benefits. If the Joint Insurance Committee decides to change carriers, comparable or reduced
22 benefits will be offered.

23 ARTICLE 26: PAY DAYS

1 Pay days shall be every other Friday, with checks available by no later than 1:00PM.
2 When the pay day is a holiday, paychecks shall be available by 12:00 noon on the preceding
3 day. Workweeks for payroll purposes are broken down into three separate groups (groups A,
4 B and C). Group A will consist of employees with work shifts that begin from 03:00 to 11:59
5 hours, group B will consist of employees with work shifts that begin from 12:00 to 19:59 hours
6 and group C consist of employees with work shifts that begin 20:00 to 02:59 hours. Workweek
7 A runs from 02:31 Sunday, for one week ending at 02:30 on the following Sunday. Workweek
8 B runs from 11:31 Sunday, for one week ending at 11:30 on the following Sunday. Workweek
9 C runs from 17:01 Sunday, for one week ending at 17:00 on the following Sunday. When the
10 checks are available, employees may pick up their checks on Thursday prior to pay day.
11 Substantiated pay shortages shall be a priority item with the payroll office and shall be paid as
12 soon as possible.

13 For employees who are receiving workers compensation benefits, payments will be
14 available for pick-up in the Claims Unit by 2:00 p.m. each regular pay day.

15 ARTICLE 27: UNION DUES DEDUCTION

16 UTA shall deduct bi-weekly membership dues and assessments from the pay of any
17 employee who authorizes such deduction by a written notice signed by the employee. The
18 employee may revoke such authorization at any time by giving notice in writing. Up to two
19 uniform deduction amounts shall be deducted from the first pay check each month, and shall
20 be forwarded to the Financial Secretary of the Union within ten days following pay day. Other
21 variable deductions shall be deducted from the second and/or third pay check(s); provided,
22 requests for such deductions shall be submitted to the Human Resources Office at least eight
23 days prior to the pay day from which deductions are requested. Employees may authorize

1 Credit Union deductions in the same manner.

2 ARTICLE 28: ACCIDENT PREVENTION

3 All employees shall fully cooperate in efforts to prevent accidents, and the Union shall
4 encourage such cooperation including attendance at safety meetings and banquets.

5 Operators shall reserve the right to refuse to operate a vehicle that is unsafe. Operators
6 who refuse to operate an allegedly unsafe vehicle shall list reasons for refusal on a Vehicle
7 Inspection Report and submit the same to a dispatcher or supervisor.

8 Employees who are approved to receive workers' compensation benefits will be
9 reimbursed for any paid time off used during the three (3) day waiting period. Any employee
10 who is on unpaid time during the three (3) day waiting period and gets approved to receive
11 workers' compensation benefits, will be reimbursed for the three (3) days associated with the
12 waiting period.

13 ARTICLE 29: ACCIDENT REPORTS AND RECORDS

14 All accidents and incidents however slight, involving a motor coach or other UTA
15 property and including any unusual matters such as passenger disturbance or ejection, or
16 accident or injury in the Maintenance or Parts department, including those resulting in harm to
17 any employee or other person, shall be fully and promptly reported to UTA by the employee
18 or employees involved, in accordance with the rules of UTA. Such reports are to be submitted
19 during the day in which the accident/incident occurs. If the report is to be submitted in writing,
20 UTA shall provide forms. When reports (except those made by employees who were injured)
21 are completed during the non-paid time, the employee shall be entitled to 30 minutes straight-
22 time pay for properly making such reports.

23 UTA shall grade all non-avoidable and non-chargeable accidents. All others will be

1 submitted to a grading committee consisting of two members appointed by the Union and two
2 by UTA, none of whom shall be officers of the Union or persons involved in the investigation,
3 grading or discipline in connection with the accident. Initially, one representative for each
4 party shall be appointed for a one year term and the other for a two year term. Thereafter, each
5 representative shall serve for two years after appointment and may be re-appointed for any
6 number of successive terms. Upon nomination for appointment or re-appointment, the other
7 party may exercise up to two challenges for each appointment. Any name which has been
8 challenged shall be withdrawn and not re-submitted for another opening for a minimum of
9 three years. Mid-term vacancies shall be filled by the appointing party for the remainder of
10 the term, such appointments also being subject to the two challenges. A fifth outside member
11 chosen by these four shall also be designated to resolve cases not resolved by the four by
12 majority vote. All grading of any accidents shall be by secret ballot, without revealing ballot
13 results. The decision of the committee is final and binding. If UTA or the Union discovers
14 new evidence that was not available at the time of the grading, then either party may request
15 to have the accident re-reviewed. The grading committee will determine if there is in fact new
16 evidence that was not available at the time of the first review. If there is such new, previously
17 unavailable evidence, then the accident shall be submitted to the grading committee for re-
18 review on the basis of the new evidence.

19 ARTICLE 30: BULLETIN BOARDS

20 UTA will erect in all operators' rooms, Maintenance and Parts areas of all divisions
21 glass encased bulletin boards with locks and keys, which shall be given to the authorized Union
22 officer. These boards may be used by the Union for posting all notices and literature approved
23 by the Union and not derogatory or injurious in any way to the interests of UTA. The number

1 and location of such bulletin boards shall be decided by UTA and the Union. Union bulletin
2 boards shall be confined to Union business.

3 ARTICLE 31: PENSION

4 Eligible employees' pension benefits shall be based upon their respective years of
5 service and their corresponding average annual wages for their highest five consecutive years.
6 The multiplier for each year of service shall be 2%. The maximum benefit available at normal
7 retirement date is 75% of the average annual wages for the employee's highest five consecutive
8 years. Normal retirement date shall mean the date the participant reaches age 65 and completes
9 five years of service in the pension plan or at any age and completed 37.5 years of service in
10 the pension plan. Employees being paid by the Union for Union business shall have that pay
11 count towards their highest five consecutive years calculation. Retirement prior to the normal
12 retirement date will be considered an early retirement and will result in a lower benefit of 5%
13 per year based on the participant's age at the time of retirement, except when a participant
14 completes 37.5 years of service in the pension plan. Employees shall not be allowed to elect
15 an early retirement benefit prior to age 55. UTA and the Union shall each have the same
16 number of representatives on the pension Board of Trustees (not counting members of the UTA
17 Board of Trustees).

18 UTA shall provide a deferred compensation plan as provided for in Section 457 of the
19 Internal Revenue Code on terms equal to those set forth in the UTA Administrative Employee's
20 Section 457 plan in effect at time of plan commencement.

21 ARTICLE 32: NOTIFICATION

22 For the purpose of interpreting notification requirements outlined in this Agreement,
23 notification will be considered to have been made on the fifth calendar day following mailing

1 of the notification, or on the date a fax or electronic mail is received and verified sent by
2 confirmation, or upon personal delivery of the notification, whichever is earlier. For such
3 mailings, postage stamps and/or certified mail (rather than postage meters) shall be used. A
4 fax or electronic mail sent after 5:00 p.m. shall be deemed received as of the next regular
5 business day.

6

7

SECTION II: OPERATORS

8

ARTICLE 33: APPEARANCE AND UNIFORMS

9 While on duty, operators shall present a clean and neat appearance, wearing the proper
10 uniform as determined by UTA. Within one month of ratification of the current contract, shorts
11 and lighter clothing will be made available for Operators to purchase as part of their uniforms.
12 A committee consisting of two representatives each, appointed by UTA and the Union shall
13 serve in an advisory capacity with respect to uniforms. After each employee reaches the
14 anniversary of his or her employment, and each year thereafter on such anniversary date, UTA
15 will award to the employee dollars \$ 350.00 uniform vendor credit. Operators shall have the
16 ability to carry over any unused portion of the uniform allowance to the following year; with
17 a maximum accrual of two times the annual allowance. Belts and shoes shall be included in
18 uniform articles. UTA will replace any uniform article which is ruined on the job due to
19 circumstances beyond the control of the operator. UTA will pay for any required embroidery
20 on the front of the uniform.

21

ARTICLE 34: OPERATOR RUNS, WORK DAYS, DAYS OFF

22

23

A regularly assigned run is a day's work selected by an operator according to seniority
and assigned to the operator for a period of time or until the next selection of regular runs.

1 Except Extra-Board (including Part-Time Extra-Board Operators), worker service, Flextrans
2 and community based operators, all operators will be considered Regular Operators and will
3 work under Regular Operator conditions. Vanpool operators who are not employees of UTA
4 are not covered by this Agreement. Any Regular Operator permanently displaced from an
5 assigned run because of no fault of the operator shall choose another assignment held by an
6 operator with less seniority and shall be given the chosen assignment after giving 24 hours
7 written notice to the dispatcher.

8 There shall be two intra-divisional bids during each calendar year and one other system-
9 wide bid. The Change Days resulting from these bids will occur in the months of November
10 or December, and in the months of March or April, and in the months of July or August of
11 each year. For the purpose of interpreting this Article, divisions will mean Ogden, Salt Lake
12 and Timpanogos. As determined by UTA, one of the bids will be system-wide and either or
13 both of the intra-divisional bids referenced above, may instead be bid as a system-wide bid.

14 To the extent that limits on the size of the Extra-Board permit, any Regular Operator
15 who is faced with changing divisions due to other operators exercising their seniority may
16 instead choose to remain in his or her division by bumping into and working under the Extra-
17 Board conditions as outlined in Article 42. To accommodate this bumping, UTA may expand
18 the Extra-Board limits in each division by four operators.

19 The effective Change Days may be changed by mutual consent of UTA and the Union.
20 Regular runs shall include not less than 40 hours of pay per week and not less than eight hours
21 pay per day. Operators are not guaranteed 40 hours pay if they do not work their assignment
22 for any reason or if they bid new work and have a transition week with less than 40 hours work.
23 Any Regular Operator who bids a new regular run and as a result of that bid would have a

1 transition week with less than hours paid time will upon request be given additional straight
2 time work by the dispatcher to total 40 hours of pay.

3 Regular Operators shall be entitled to at least two days off each week, consecutive
4 where practical. The operator shall have at least eight hours off duty before being required to
5 accept the next day's work.

6 In the course of their work day, Operators may use any layover time in excess of
7 recovery time to attend to personal needs. Upon arrival at the end of line (EOL), Operators
8 must allow passengers to board the vehicles and be responsive to all service needs. An Operator
9 may leave the area of the vehicle to attend to personal needs.

10 ARTICLE 35: OPERATOR RUN SELECTION

11 Regular schedules and shifts subject to choice shall be posted for ten days, and may be
12 temporarily assigned during such posting. The "Snow Routing Detour" maps for all Change
13 Days will be included in the regular schedules and shifts that will be subject to choice for that
14 Change Day. All Detours sheets and Snow Routing Detour maps will always be included in
15 the Operators' block bags. The Authority reserves the right to change "snow routing" if the
16 routing is no longer safe due to road conditions. The Union shall be provided with a copy of
17 the schedules and shifts. Each operator's time for bidding shall be scheduled at the time of run
18 posting.

19 A member of the Union Committee shall assist UTA in conducting all sign-ups and
20 shall be paid for all time spent in performing this service at the straight-time hourly rate of pay.

21 All vacancies and/or new runs will be bid on a seniority basis, with controlled division
22 days off as posted by UTA. Management shall meet and confer with the Union prior to each
23 Change Day regarding Saturday and Sunday days off for Regular Operators.

1 Operators who change divisions and bid a regular run, shall qualify before the Change
2 Day at their own expense and time.

3 Vacant or new regular runs shall be filled between Change Days on a seniority basis
4 within each division and will be posted for 72 hours within each division. A Regular Operator
5 who bids down to successfully fill an open run created between Change Days, will not be
6 eligible to bid on other openings until the next scheduled Change Day. A successful bidder
7 will not be allowed to sign back on to his or her original run until the next General Choice Day.
8 It will be UTA's responsibility to notify operators of their successful bid. Vacant or new
9 Regular Operator positions will be posted in all business units and awarded to the most senior
10 Extra-Board Operator who bids.

11 On General Choice Days, operators shall have not more than ten minutes to choose
12 their run, starting when it becomes the operator's turn to choose.

13 After the ten minutes, the next operator in seniority will choose around. Bids for runs
14 will be conducted in a location set by UTA. The percentage of operators to bid to be mutually
15 agreed upon by the Union and UTA.

16 A bulletin may be posted designating the time, the place and the operators who must
17 be present for bidding. UTA will arrange to relieve drivers who are working at the time they
18 are required to place their bid.

19 There shall be no bumping of shifts during the two weeks prior to the beginning of the
20 effective Change Day bid and until one week after Change Day.

21 UTA will allow Regular Operators to bid back to the Extra-Board during any regular
22 Change Day. During the time on the Extra-Board, the Operator will work under all Extra-
23 Board conditions outlined in Article 42. The Operator may bid back onto a regular route during

1 a Change Day, and may not bump any regular operator back to the Extra-Board.

2 Operators on vacation, leave, or Personal Time when bid days occur shall leave a list
3 of preference choices with their Union Representative, ten or more, depending on their
4 seniority, from which assignment will be made. Operators who fail to furnish a valid choice
5 will be assigned a run to conform as near as possible to the hours of work and days off that the
6 operator is presently running.

7 When operators are choosing vacation relief or day-off relief runs, they will be allowed
8 not more than 25 minutes at the choose board. If an operator bids a new run between Change
9 Days, then the vacation relief operator who bid to relieve such operator shall work that new
10 run.

11 Selection of runs during an emergency sign-up shall commence not later than seven
12 days prior to the date the run selection becomes effective and all bidding shall be completed
13 within five days. Selection of runs shall be on a seniority basis, and may be temporarily
14 assigned during such posting.

15 When it is an employee's turn to bid at the sign-up, the employee shall be required to
16 select an assignment from the selections open to them.

17 If too much time is shown by typographical error or error in arithmetic, or run breakup
18 sheets, that run shall immediately be corrected and only the correct time paid from the date of
19 correction.

20 UTA may make other changes in a run of up to a net difference of 15 minutes without
21 being required to have the run re-posted and re-bid and without the operator being considered
22 displaced. UTA shall pay the greater of the original time of the run or the adjusted run time.

23 Only Flextrans, community based operators, worker service operators (whose duties

1 are described in the Agreement), Regular Operators, and Extra-Board Operators (including
2 Part-Time Extra-Board Operators) shall operate a bus in service except to get a bus to a place
3 of safety or the next point of reasonable accommodation for the passengers on board, or in the
4 case of incapacitation of the driver, where waiting for another driver would endanger the
5 passengers or equipment, or cause the passengers an unreasonable delay. Nothing in this
6 Agreement shall preclude UTA from operating or assisting in the formation of carpools and
7 vanpools under Utah law or from leasing vans to individuals or other employers interested in
8 forming vanpools, carpools or other ridesharing methods of transportation. Such ridesharing
9 shall not decrease the number of regular service operators or runs, nor be used to pick up
10 regular service passengers at UTA bus stops.

11 **ARTICLE 36: SPLIT RUNS**

12 If regularly assigned runs are split three ways, the shortest time interval between splits
13 shall be paid for at straight-time rates for all operators. No runs will have more than a 3-way
14 split, and the ATU Reps and Planners will work to limit the number of 3-way splits during the
15 Run Cut/Blocking processes. If an Extra-Board or Flextrans Operator is assigned work during
16 one work day that consists of three or more individual pieces of work, only the longest time
17 interval between splits will be unpaid. All additional, shorter time intervals between splits will
18 be paid at one-half times the operator's regular hourly rate of pay.

19 **ARTICLE 37: PREPARATORY AND DISTANCE ALLOWANCE**

20 Operators performing platform work will be paid time for any pre-trip inspections
21 and/or post-trip inspections. This time will be built into the Operators run.

22 If at any time during the course of an operator's work day, any work assignment ends
23 at a point greater than three-tenths of one mile from where it begins, that operator will be paid

1 an allowance of \$6.00 per day. Effective August 2020 Change Day, distance allowance will
2 be \$7.00per day. Effective August 2021 Change Day, distance allowance will be \$8.00 per
3 day. This allowance is meant to include reimbursement for added travel expense incurred. This
4 provision excludes distances traveled on the property of UTA. UTA will provide shuttle
5 service to minimize operator travel time.

6 ARTICLE 38: OVERTIME FOR REGULAR OPERATORS

7 Regular Operators shall be paid at one and one-half times their regular straight-time
8 rate for all work performed before or after their regular run, provided the entire scheduled run
9 is worked. Paid time not worked, such as holidays, vacation, sick leave, and Personal Time
10 shall not be considered time worked for overtime calculations. On a week where a holiday
11 occurs and an Operator dosen't work the holiday, and the Operarator works their regular bid
12 work for the remainder of the week and does not take any other time off, such operator will
13 receive overtime pay for any hours worked over 8 (for a five-day work schedule) and any hours
14 worked over 10 (for a four-day work schedule) at one and one-half times their regular straight
15 time rate.

16 Regular Operators shall be paid at one and one-half times their regular straight-time
17 hourly rate for all work performed on their regular scheduled day off. For the purpose of
18 interpreting this Article, operators who have worked part of a shift, and have been properly
19 excused from the remainder, or operators who are off on official business for UTA or for the
20 Union, shall be considered to have worked their assignment for that day.

21 Regular Operators shall be paid at one and one-half times their regular straight-time
22 rate for all work performed in excess of a 12.5 hour spread.

23 UTA may post overtime trippers for Regular Operators to bid in addition to their

1 regular runs; otherwise, overtime for Regular Operators will be assigned on a first-come-first-
2 serve basis, or an operator can notify the dispatcher of availability for that day.

3 Any operator failing to be relieved shall not be required, without the operator's consent,
4 to work more than one and one-half hours before being relieved. If UTA requires more than
5 one and one-half hours of work, and the operator agrees to more than one and one-half hours
6 of extra work a minimum of two hours work or pay for two hours shall be provided.

7 ARTICLE 39: MINIMUM PAY FOR EXTRA WORK

8 Any Regular Operator having worked a regular run and performing extra work before
9 or after a regular run or being called for extra work during the interim of two periods of a
10 regular run shall be paid one and one-half times their regular straight-time rate for such extra
11 work with a minimum of two hours time.

12 Any Regular Operator called for extra work not otherwise herein outlined, shall be paid
13 time and one-half, with a minimum of two work hours. Any Extra-Board or Flextrans Extra-
14 Board Operator who is called to work and who is released without receiving an assignment
15 shall be paid two hours pay.

16 Operators, after having worked a regular run and being called for special work, will be
17 allowed 30 minutes for meals before such work, if possible; if not, they will be allowed 30
18 minutes time after four hours of such work. Special work is defined as any work not a regular
19 run or regular tripper.

20 If, through no fault of the operator, a Regular Operator is temporarily displaced from
21 his or her assigned run, the operator shall be paid eight hours or the amount of that regular run,
22 provided that the Regular Operator relieve that assignment as soon as possible and that any
23 operator temporarily assigned to that work report his or her availability immediately to the

1 dispatcher. If the operator is not able to reassume his or her regular assignment, then such
2 operator shall immediately report his or her availability to the dispatcher and accept such
3 assignment for that day as is made by the dispatcher. Acts of God, war, earthquake and civil
4 commotion shall relieve UTA from liability under this section.

5 ARTICLE 40: STUDENT INSTRUCTION PAY

6 Operators assigned to train and instruct one or more student operators or to retrain other
7 operators, shall be paid \$2.50 per hour for Operator Instructors and \$2.00 per hour for Line
8 Platform Instructors in addition to regular pay during such training time.

9 ARTICLE 41: FELONIOUS ASSAULT INSURANCE

10 UTA shall provide Felonious Assault Insurance at a cost not to exceed \$3.60 per year
11 per bargaining unit employee. The insurance coverage under this Article shall be \$100,000.00.

12 ARTICLE 42: EXTRA-BOARD AND FLEXTRANS

13 A. Extra-Board.

14 UTA may create Extra-Board positions to be assigned at UTA's discretion. The number
15 of such positions (not including Part-Time Extra-Board Operators) shall not exceed 30% of
16 the number of Regular Operators. UTA shall have until the next Change Day to make any
17 reductions in the number of Extra-Board Operators.

18 Extra-Board Operators shall be entitled to select, by seniority, work assignment
19 windows for periods of time as established by UTA. Specific work assignments within the
20 window will be made at UTA's discretion. The windows and days off will be posted no less
21 than four days prior to the start of the Extra Board work assignment windows selection. If for
22 unforeseen reasons UTA cannot meet the four day minimum, UTA and ATU will meet to
23 adjust the timeline. A member of the Union Committee shall assist UTA in conducting all work

1 assignment windows selections and shall be paid for all time spent in performing this service
2 at the straight time hourly rate of pay. Extra-Board Operators will receive a minimum of 80
3 hours pay per pay period and receive two days off per week. All Extra-Board Operators' work
4 assignments shall be at least two hours of paid time. Extra-Board Operators shall be paid at
5 one and one-half times their regular straight-time rate for all work performed outside of their
6 work assignment window or on their scheduled day off.

7 Extra-Board Operators shall work all assignments offered on their regularly scheduled
8 workdays. Any Extra-Board Operator who fails to complete, or otherwise misses an
9 assignment due to his or her own fault, waives the minimum hours pay for that pay period.

10 All Extra-Board operators must check the assignment posting daily. Operators who
11 have not received an assignment by 5:00 p.m. for the following day's work must contact the
12 dispatcher by 6:00 p.m. Failure to do so will waive the minimum hours pay requirement for
13 that pay period. This does not limit UTA's right to change assignments at its discretion.

14 When UTA fills a vacancy or creates a new Regular Operator position, preference shall
15 first be given to present Extra-Board Operators who bid for the opening. The bid will be
16 awarded to the bidder with the earliest date of hire. In the event of layoffs, Regular Operators
17 shall, by seniority, have the option of bumping into the Extra-Board category. Any Regular
18 Operator so doing shall retain his or her seniority and shall work under the Extra-Board
19 working conditions set forth in this Article. Regular Operators moving into the Extra-Board
20 may increase the allowable number of positions above the specified 30%.

21 Except in emergency situations, overtime shall be assigned by division on a first-come-
22 first-serve basis with priority being given to Extra-Board Operators who are present at the
23 division. UTA may give priority for overtime to Extra-Board Operators who have not yet met

1 their minimum guarantee. In emergency situations mandatory overtime shall be assigned
2 within each Business Unit by reverse order of operations seniority.

3 If through no fault of the operator, an Extra-Board Operator is displaced from his or
4 her assigned work, that operator shall be guaranteed no less than the assigned number of hours
5 for that day, provided that such operator reports his or her availability to the dispatcher and
6 shall accept such assignment as is made by the dispatcher.

7 For the purpose of interpreting this Article, "assigned at UTA's discretion" means that
8 UTA, without restriction, may assign an employee to any work at any location, at any time, on
9 a regular or irregular basis for any duration; or may assign no work.

10 B. Worker Service Operators and Community Based Operators.

11 This Article shall not be construed to limit or restrict UTA's right to hire 50 worker
12 service operators (including exemption from bidding procedures). Worker service operators
13 shall be in addition to the Extra-Board limitation set forth above. Worker service operators
14 shall not be entitled to any benefits other than wages for hours actually worked and shall work
15 only worker service as defined herein. "Worker service" shall mean a piece of work where
16 UTA's equipment is operated by a person who is also an employee of another firm at a specific
17 employment center who only picks up and transports passengers to their work place, at that
18 center, parks the equipment there, and then at the end of the work shift, returns and only drops
19 off the passengers. This definition is meant to describe the worker service practice which
20 currently exists.

21 UTA may hire up to 50 community based operators. Community based operators shall
22 mean those operators used for service currently or previously performed by non-UTA carriers
23 to provide Hotel/Airport shuttle service. Community based operators shall not be entitled to

1 any benefits other than uniform vendor credit, bus passes and wages for hours actually worked.

2 C. Flextrans.

3 1. Flextrans Operation.

4 If UTA chooses to operate, with its employees, a transportation service for persons with
5 disabilities, it may create Flextrans Operator positions. These operators will be paid at the rate
6 established in Article 24 of this Agreement and will be part of the bargaining unit. This service
7 is designed to provide service only for persons with disabilities, their attendants and
8 companions. These operators shall not be assigned to any regular, fixed route or non-disabled
9 service. Any fixed route Regular or Extra-Board Operator temporarily assigned to work this
10 service shall receive pay at their regular rate and applicable benefits.

11 2. Flextrans Regular Operators.

12 Sixty percent of all Flextrans Operators will be able to select shifts on the basis of their
13 seniority, and will be titled Flextrans Regular Operators. Flextrans Regular Operators in that
14 60% will be assigned runs that include not less than 40 hours of pay per week. However, such
15 operators are not guaranteed 40 hours pay if they do not work their assignment for any reason
16 or if they bid new work and have a transition week with less than 40 hours work. Any Flextrans
17 Regular Operator who bids a new regular run and as a result of that bid would have a transition
18 week with less than 40 hours paid time will upon request be given additional straight time work
19 by the dispatcher to total 40 hours of pay.

20 Flextrans Regular Operators shall be entitled to at least two days off each week. The
21 Flextrans Regular Operator shall have at least eight hours off duty before being required to
22 accept the next day's work.

23 Flextrans Regular Operators shall be entitled to select runs at least three times per

1 calendar year. The Change Days resulting from these bids will be determined by UTA but
2 must be no less than three months apart from another Change Day. UTA will provide to
3 Flextrans Regular Operators reasonable notice of the next Change Day.

4 Prior to scheduled Change Days, Flextrans runs shall be posted for ten days, and may
5 be temporarily assigned during such posting. The Union shall be provided with a copy of the
6 schedules and shifts. Each Flextrans Regular Operator's time for bidding shall be scheduled
7 at the time of Flextrans run posting. A member of the Union Committee shall assist UTA in
8 conducting all sign-ups and shall be paid for all time spent in performing this service at the
9 straight-time hourly rate of pay. All runs will be bid on a seniority basis. Days off shall be
10 included as part of each run, as determined by UTA.

11 Vacant or new runs shall be filled between Change Days on a seniority basis by
12 Flextrans Regular Operators who bid for the open Flextrans runs. Open runs shall be posted
13 for 72 hours. A Flextrans Regular Operator who bids down to successfully fill an open run
14 created between Change Days will not be eligible to bid on other openings until the next
15 scheduled General Choice Day. A successful bidder will not be allowed to sign back on to his
16 or her original run until the next Change Day. It will be UTA's responsibility to notify
17 operators of their successful bid. Vacant or new Flextrans Regular Operator positions will be
18 posted and awarded to the most senior Flextrans Extra-Board or Flextrans Interim-Board
19 Operator who bids.

20 On General Choice Days, Flextrans Regular Operators shall have not more than ten
21 minutes to choose their run, starting when it becomes the operator's turn to choose. After the
22 ten minutes, the next operator in seniority will choose around. Bids for runs will be conducted
23 in a location set by UTA.

1 There shall be no bumping of shifts during the two weeks prior to the effective Change
2 Day bid and until one week after Change Day.

3 Flextrans Regular Operators on vacation, leave or Personal Time when bid days occur
4 shall leave a list of preference choices with their Union Representative, ten or more, depending
5 on their seniority, from which assignment will be made. Flextrans Regular Operators who fail
6 to furnish a valid choice will be assigned a run to conform as near as possible to the hours of
7 work and days off that the Flextrans Regular Operator is presently running.

8 When Flextrans Regular Operators are choosing vacation relief or day-off relief runs,
9 they will be allowed not more than 25 minutes at the choose board. If a Flextrans Regular
10 Operator bids a new run between Change Days, then the vacation relief Flextrans Regular
11 Operator who bids to relieve such operator shall work that new run.

12 Selection of runs during an emergency sign-up shall commence not later than seven
13 days prior to the date the run selection becomes effective and all bidding shall be completed
14 within five days. Selection of runs shall be on a seniority basis, and may be temporarily
15 assigned during such posting.

16 When it is an employee's turn to bid at the sign-up, the employee shall be required to
17 select an assignment from the selections open to the employee.

18 If too much time is shown by typographical error or error in arithmetic, or run breakup
19 sheets, that run shall immediately be corrected and only the correct time paid from the date of
20 correction. UTA may make other changes in Flextrans Regular Operator's daily work of up
21 to a net difference of 20 minutes without being required to have the run re-posted and re-bid.
22 UTA shall pay the greater of the original time of the run or the adjusted run time.

23 Flextrans Regular Operators shall be paid at one and one-half times their regular

1 straight-time rate for all work performed before or after their run, provided the entire scheduled
2 run is worked. Paid time not worked, such as holidays, vacation, sick leave, and Personal
3 Time, shall not be considered time worked for overtime calculations.

4 Any Flextrans Regular Operator having worked a run and performing extra work before
5 or after a run or being called for extra work during the interim of two periods of a run shall be
6 paid one and one-half times the operator's regular straight-time rate for such extra work with
7 a minimum of two hours pay.

8 3. Flextrans Interim-Board Operators.

9 UTA will create Flextrans Interim-Board positions equal to at least 10% of the total
10 number of Flextrans Operators. The preceding Section C.2 will apply to Interim-Board
11 Operators, except that Interim-Board Operators' work is subject to change. UTA may adjust
12 the time and days of Interim-Board Operators' schedules as necessary, but the Interim-Board
13 Operators will maintain 40 hours pay per week and a five-day workweek.

14 4. Flextrans Extra-Board.

15 UTA may create Flextrans Extra-Board Operator positions equal to no more than 30%
16 of the total number of Flextrans Operators (not including Part-Time Extra-Board Operators).
17 Those operators will work under the Extra-Board working conditions set forth in Section A of
18 this Article.

19 5. Vacation.

20 Vacation weeks for Flextrans Operators shall be posted for bid by all Flextrans
21 Operators by seniority. Flextrans Regular Operator pay for each week of vacation due shall
22 be computed on the basis of weekly hours regularly scheduled for the operator at the time of
23 vacation. For Flextrans Interim-Board Operators, Flextrans Extra-Board Operators, and

1 Flextrans vacation relief operators, vacation shall be paid at 40 hours per week.

2 D. Part-Time Extra-Board Operators.

3 UTA may create Part-Time Extra-Board Operators in Fixed Route and Flextrans (“Part-
4 Time Operators”), so long as the number of Part-Time Operators does not exceed 15% of the
5 total number of Regular Operators. Part-Time Operators shall work all assignments offered.
6 Part-Time Operators may not work more than 25 hours per week. Part-Time Operators will be
7 assigned at UTA’s discretion.

8 All Part-Time Operators must check the assignment posting daily. Operators who have
9 not received an assignment by 5:00 p.m. for the following day's work must contact the
10 dispatcher by 6:00 p.m. This does not limit UTA's right to change assignments at its
11 discretion.

12 Part-Time Operators may qualify for an annual transit pass pursuant to Article 23,
13 deferred compensation plan benefits as provided for in Section 457 of the Internal Revenue
14 Code pursuant to Article 31, a partial uniform vendor credit pursuant to Article 33. Part-Time
15 Operators who work eight or more hours per week will receive educational assistance benefits
16 pursuant to Article 23.

17 Part-Time Operators will not be eligible for vacation or holiday pay, Personal Time or
18 any other type of leave. Part-Time Operators are also ineligible to accrue pension benefits.
19 Part-Time Operators will not accrue operations department seniority but will accrue operations
20 seniority only within the classification of Part-Time.

21 For the purpose of interpreting this Article, "assigned at UTA's discretion" means that
22 UTA, without restriction, may assign an employee to any work at any location, at any time, on
23 a regular or irregular basis for any duration; or may assign no work. For the duration of this

1 Agreement, UTA will not hire any Part-Time Operators in the Rail Services Division
2 (including FrontRunner and TRAX).

3 E. Movement from Full-Time to Part-Time Operator Status.

4 Any employee who elects to retire from UTA with Full-Time status and then return to
5 UTA with Part-Time status must first retire, thus terminating their employment with UTA.
6 Employees who do not retire from UTA, but elect to move from Full-Time status to Part-Time
7 status will have any accrued Personal Time, serious illness time, vacation, retirement benefits,
8 and seniority frozen during the duration of their Part-Time status. In the event UTA is
9 accepting external applications for Part-Time Extra-Board Operators, current Full-Time
10 Operators may apply for the position. Full-Time Operators who apply for a Part-Time Extra-
11 Board position will be hired before any outside applicants. All terms and conditions of Section
12 D of this Article are applicable.

13 Any employee who elects to return to Full-Time status from Part-Time status must first
14 apply for a Full-Time Operator position. Operators will be placed on the Extra-Board until the
15 next Change Day, where he or she may exercise their seniority. Any Operator returning to Full-
16 Time status will begin accruing Full-Time Operations seniority and have any previously
17 accrued frozen Personal Time, serious illness time, vacation, retirement benefits, and seniority
18 restored on their go-to-work date.

19 ARTICLE 43: OPERATOR MISS-OUTS

20 A miss-out is defined to be:

- 21 (a) Each failure of any operator to report for duty at the proper place at the
22 time the operator's assigned duties are scheduled to start and,
23 (b) Each failure of any operator to report either personally or by telephone

1 at the time designated by the dispatcher after having missed-out.

2 UTA will allow five (5) minutes leeway for all miss-outs at the counter.

3 When an operator misses out, the supervisor or dispatcher may or may not schedule the
4 operator to work. Operators who are not assigned forfeit the pay for their missed run or
5 assignment.

6 This article shall not be construed so as to limit or restrict in any manner the right of
7 UTA to discharge an operator for excessive miss-outs.

8 An operator who does not report in person or by telephone within three hours of any
9 miss-out shall be considered A.W.O.L., and subject to any of the penalties specified in this
10 article.

11 Any operator missing a run or work assignment while en route to work by the coach
12 being five or more minutes late on its schedule, shall be permitted to take the run on its return
13 trip and shall be paid for the full time specified in the run or work assignment, provided the
14 dispatcher is immediately notified of the operator being late and is furnished a detailed report
15 of the incident and the cause of the delay.

16 The penalties for miss-outs shall be as follows:

17 OPERATORS:

18 For each miss-out, the operator involved shall lose the run and pay for the day the miss-
19 out occurred.

20 Any operator reporting sick must advise the dispatcher of such sickness one hour prior
21 to the time the assigned duties are scheduled to start and not later than 5:00 a.m., if the sickness
22 occurs during the night. Failure to do so shall be considered a miss-out.

23 ARTICLE 44: TOILET FACILITIES

1 UTA will work with the designated Union Representatives to ensure there is at least
2 (1) approved UTA restroom within a block of the Operators' EOL/Recovery time on at least
3 one end of the Operators' route(s) with adequate time computed into their EOL/Recovery time
4 to use this restroom without affecting their scheduled EOL/Recovery time. UTA agrees to
5 provide restroom facilities at all UTA-owned properties. UTA will ensure company restrooms
6 are properly equipped and sanitary.

7 UTA will endeavor to design routes with a UTA approved restroom located at EOL
8 locations, and include adequate recover time during the EOL. If designated routes have 60
9 continuous minutes of driving time before reaching a scheduled EOL/Recovery locations,
10 UTA will endeavor to include reasonable time for restroom stops in the route.

11 The designated Union Representatives and UTA will ensure this criteria is met during
12 the Run Cut/Blocking processes. If during a Change Day a route is reported as to having
13 problems meeting this criteria, the designated Union Representatives and UTA will ride that
14 route and begin working to resolve the reported problem during the Change Day if possible. If
15 they are unable to correct the issue during that Change Day, there will be changes made to
16 ensure the problem is correct by the next upcoming Change Day.

17 ARTICLE 45: TRANSFERS INTO TRAX AND FRONTRUNNER

18 The following language applies to TRAX and FrontRunner Operators in their
19 respective Rail classification.

20 When permanent openings or regular runs become available, they will be posted for
21 current Operators to bid on for 72 hours. After all Operators have had an opportunity to select
22 from open runs, the most senior operator on the Operator roster (as defined below) will have
23 the opportunity to accept unfilled Operator positions, subject to completion of training. Any

1 remaining positions will be Extra-Board positions unless all the current Operators on the Extra-
2 Board pass on a regular run. If an Operator position is open during a Change Day, the most
3 senior Operator on the Operator roster may exercise his or her seniority to bid a run, together
4 with the current Operators.

5 Employees may bid for positions on the Operator roster when openings are offered so
6 that UTA may maintain an adequate number of trained operators on the Operator roster.
7 Operator Trainee applicants will be selected with preference given to those with Operations
8 seniority. Operator Trainee Applicants must pass a pre-qualification examination as
9 determined by UTA in order to be eligible to enter training. If there are no eligible bidders
10 with operations seniority, preference will be given to the applicant with the highest
11 Maintenance or Parts seniority who pass the pre-qualification examination. Operator Trainees
12 will receive training to be provided by UTA. During such training, each Operator Trainee will
13 continue to be compensated at a rate equivalent to his or her respective pay immediately prior
14 to accepting the position.

15 Operator Trainees who successfully complete training will be placed on the Operator
16 roster. Only those on the Operator roster will be allowed to fill vacant Operator positions. The
17 Operator positions will be filled by the operators on the Operator roster according to operations
18 seniority. New Operators will be required to complete a 90 calendar day probationary period.
19 An Operator Trainee on the Operator roster who declines a position as an Operator will be
20 removed from the roster, and may return only by bidding back to the roster during another
21 bidding opportunity.

22 Any Operator Trainee who fails or withdraws from training, or who completes training
23 and does not accept a run, two times within that classification shall be prohibited from bidding

1 on any subsequent Operator positions for a period no longer than ten (10) years from the date
2 of the last fail, withdraw from training, or the last refusal of a run. Operator Trainees on the
3 Operator roster will continue to work in their prior positions until accepting a position as an
4 Operator. Operator Trainees on the Operator roster may be temporarily assigned, according to
5 a rotating schedule, to work as Operators, to staff special needs, and to maintain their skills
6 and knowledge. Operator Trainees who decline positions as Operators will continue to work
7 in their prior positions after removal from the Operator roster.

8 ARTICLE 46: TRAX AND FRONTRUNNER CHANGE DAYS

9 There shall be three TRAX and FrontRunner Change Days each calendar year. The
10 Change Days resulting from these bids will occur in the months of November or December,
11 and in the months of March or April, and in the months of July or August of each year. There
12 shall be no bumping of shifts during the two weeks prior to the beginning of the effective
13 Change Day bid and until one week after Change Day, Regular schedules and shifts subject to
14 choice shall be posted for ten days and may be temporarily assigned during such posting. The
15 Union shall be provided with a copy of the schedules and shifts. A member of the Union
16 Committee shall assist UTA in conducting all sign-ups and shall be paid for all time spent in
17 performing this service at the straight-time hourly rate of pay. TRAX and FrontRunner
18 Operators shall have not more than ten minutes to choose their run, starting when it becomes
19 the operator's turn to choose.

20 UTA and the Union recognize that planned maintenance and repair (SGR) project are
21 unavoidable and necessary. Both parties agree that SGR disruptions impact Operators and their
22 bidded work, days off, and time off, and that those disruptions can and should be mitigated
23 with advance notice.

1 UTA will notify the Union of all SGR projects as soon as they are known including
2 location, planned dates, duration and all other information, and both sides will work together
3 to eliminate or minimize any negative impacts these projects will have on the operators'
4 regularly bid work.

5 Any rebidding necessary because of an SGR project will be planned and done at the
6 regularly scheduled Change Day bids following the same bidding process associated with a
7 regular Change Day bid. A change in bid work as a result of an SGR project will not affect
8 any Operator's previously planned vacation or time off unless that Operator chooses to make
9 that change. Operators who had plans that may be interrupted by a change in their days off as
10 a result of an SGR project will notify Management of any conflicts caused by this and
11 Management and the designated Union Representatives will work together to accommodate
12 and minimize these negative impacts. If an SGR project results in a bidding of Operators'
13 work/days off (change in original bid run) during a Change Day, affected Operator will
14 receive displacement pay during the interruption.

15

16 ARTICLE 47: TRAX AND FRONTRUNNER OPERATORS RETURNING
17 TO FORMER OPERATIONS CLASSIFICATION

18 The following language applies to TRAX and FrontRunner Operators in their
19 respective Rail classification.

20 A. TRAX and FrontRunner Operators Returning to Bus Operations.

21 Bus Operators who accept positions as TRAX or FrontRunner Operators, and complete
22 a 90-day probationary period will have the opportunity to bid to bus once each year in
23 conjunction with the November/December Change Day, provided that they declare their

1 intention to do so not later than October 11, by 11:59 PM. If there are not enough Operators
2 and individuals on the Operator roster to operate the system, the Operator bidding to bus shall
3 remain in their current classification until a replacement Operator is trained.

4 B. FrontRunner Operators Returning to TRAX Operations.

5 TRAX Operators who accept positions as FrontRunner Operators or a FrontRunner
6 Operator Trainee, and complete a 90-day probationary period in FrontRunner will have the
7 opportunity to bid to TRAX once each year in conjunction with the November/December
8 Change Day, provided that they declare their intention to do so not later than October 11, by
9 11:59 PM, If there are not enough FrontRunner Operators and individuals on the FrontRunner
10 Operator roster to operate the FrontRunner system, the FrontRunner Operator bidding to
11 TRAX shall remain in FrontRunner until a replacement FrontRunner Operator is trained.

12 C. Returning to Former Operations Classification.

13 Emergency requests to bid back to bus will be evaluated on a case-by-case basis. If
14 approved by the Union and UTA, the employee will work on the bus Extra-Board until the
15 next Change Day. In the event a vacant or new regular run becomes available after the
16 employee has returned to the bus Extra-Board, the employee may exercise their seniority to
17 bid on that piece of work.

18 An employee who accepts a position as an Operator or Operator Trainee, and who
19 subsequently returns to his or her former position with UTA will be prohibited from bidding
20 for a position on the Operator roster or accepting a position as an Operator Trainee for a period
21 of three years from the date he or she leaves his or her position.

22 If at any November/December Change Day 10% or more of the Operators bid back to
23 their position, UTA and the Union may reevaluate and renegotiate the restrictions set forth in

1 this paragraph.

2 ARTICLE 48: TRANSFER BETWEEN FLEXTRANS AND FIXED ROUTE

3 When UTA is accepting external applications for a fixed route Extra-Board or Flextrans
4 Extra-Board Operator position, any current operator may also apply for the position. A current
5 operator who applies for a fixed route Extra-Board position or Flextrans Extra-Board position
6 posted for a fixed period of time will be hired before any outside applicant for the same posting.
7 A current operator who applies for a fixed route Extra-Board position or Flextrans Extra-Board
8 position posted on an open-ended basis will be hired before any outside applicant who applies
9 after the current operator. A current operator who applies for an external posting for a fixed
10 route Extra-Board position or Flextrans Extra-Board position will be awarded the extra-board
11 position and may exercise seniority to bid on open work thereafter. If the current operator
12 requires a change in operations job classification (Flextrans or fixed route), then the operator
13 will be awarded the position after successfully completing training, licensing, and any other
14 certification requirements. While in training, the operator will continue to receive pay at the
15 operator's current pay rate. An operator bidding to change the operator's job classification
16 will retain and accumulate operations seniority. If more than 90 days pass between the date
17 the new position was awarded and the date the employee is placed in the new job, the operator
18 will receive the greater of the new or current pay rate after 90 days pass.

19 Any operator who transfers between a fixed route job classification and a Flextrans job
20 classification, and then bids back to the operator's former operations job classification, shall
21 not be allowed to bid out of the former operations job classification for the next 24 months
22 after the date the operator bids back to the operator's former job classification.

23 In the event that the receiving division is not able to accommodate the transferring

1 operator's selected vacation, the operator will select from available vacation weeks (including
2 any weeks that have become vacant), use vacation in single days, or carry vacation to the
3 following year. If ten or more operators change their operations job classification under this
4 Article within one calendar year, then UTA and Union will renegotiate changes to this Article.

5

6

SECTION III: MAINTENANCE EMPLOYEES

7

ARTICLE 49: MAINTENANCE CRAFTS AND CLASSIFICATIONS

8

A. CRAFTS & CLASSIFICATIONS AND SPECIALTY CLASSIFICATIONS

9

The following six crafts and classification within each craft, and the following five

10 specialty classifications shall be established in the Maintenance Department:

11

Crafts & Classifications

12

1. Bus Technicians (Shop and Components)

13

a) Journeyist Bus Technician

14

b) A-Level Bus Technician

15

c) Bus Technician Apprentice

16

d) Bus Technician

17

e) Transit Vehicle Technician (TVT)

18

2. Body Shop

19

a) Journeyist Body Shop Technician

20

b) Body Shop A-Level Technician

21

c) Body Shop Technician Apprentice

22

d) Body Shop Technician

23

e) Body Shop Helper

- 1 3. Facilities
- 2 a) Journeyist Facilities Technician
- 3 b) A-Level Facilities Technician
- 4 c) Facilities Apprentice
- 5 d) Facilities Equipment Repair Technician
- 6 e) Facilities Helper
- 7 4. Light Rail Electromechanic
- 8 a) Journeyist Electromechanic
- 9 b) A-Level Electromechanic
- 10 c) Electromechanic Apprentice
- 11 d) Electromechanic
- 12 e) Electromechanic Helper
- 13 5. Commuter Rail Technician
- 14 a) Journeyist Commuter Rail Technician
- 15 b) A-Level Commuter Rail Technician
- 16 c) Commuter Rail Technician Apprentice
- 17 d) Commuter Rail Technician
- 18 e) Commuter Rail Technician Helper
- 19 6. Line & Signal
- 20 a) Journeyist Line & Signal Technician
- 21 b) A-Level Line & Signal Technician
- 22 c) Line & Signal Technician Apprentice
- 23 d) Line & Signal Technician

1 e) Rail Maintenance Worker

2 Specialty Classifications:

3 1. Service Employee

4 2. Shop Janitor

5 3. Coach Cleaner

6 4. Rail Service Employee

7 5. Road Crew

8 B. General Job Descriptions:

9 JOURNEYIST:

10 Appointment to this classification is limited to those individuals who have completed
11 a bona fide apprenticeship or have had a minimum of four or more years equivalent experience
12 and training. Journeyists must have the ability, skill, knowledge, and proficiency with all tools
13 to do any and all phases of the most complicated repair and rebuilding of components with
14 little or no supervision or instruction, producing a quality and quantity of work which confirms
15 outstanding abilities; capable of teaching and assisting employees of lesser skill; assists in the
16 development of skills and in setting high standards of competence that encourage productive
17 and responsible output by other employees; qualified to do any and all work assigned to less
18 skilled employees; may be assigned any work.

19 A-LEVEL MECHANIC/TECHNICIAN:

20 An employee having not less than 95% of the capability of the journeyist, including at
21 least three or more years of all around experience and training; fully capable of performing
22 complex and technical repair work on most components with little or no supervision or
23 training; may require closer supervision on those parts of which not wholly familiar; may be a

1 highly skilled specialist in some particular phase of repair work; resulting in output well above
2 that of a non-specialist; but lacking all around journeyist level ability, knowledge, training or
3 experience.

4 MECHANIC/TECHNICIAN:

5 An employee capable of doing any and all repair work under general supervision;
6 works with all hand and power tools; disassembles, repairs and reassembles parts, sub-
7 assemblies and components; does routine and repetitive assembly and repair such as electrical
8 wiring, heating, inspection and general mechanical repair; generally works under closer
9 supervision when assigned to more complex or less repetitive repair work; may be assigned
10 more complex and difficult work as required by the flow of work or for training purposes prior
11 to qualification for promotion to higher classification.

12 HELPER/TVT:

13 An employee assigned to do lesser skilled work or assigned to assist employees in a
14 higher skill classification; works with hand and power tools as directed; may be assigned to do
15 work requiring little or no training or experience or may be assigned to work directly with
16 other employees of greater skill and knowledge in doing more complex work; performs lesser
17 skilled duties or manual functions sometimes assigned to employees in higher skill
18 classifications; generally works under closer supervision than employees of higher skilled
19 classifications.

20 Selection of Helpers/TVT: UTA will determine the number of Helper/TVT
21 classification positions in each craft, division, and shift. Maintenance Department employees
22 may bid for Helper/TVT Level openings and will be awarded positions based on seniority
23 provided they have met the minimum qualifications for the Helper/TVT position and are

1 subject to the 30-shift evaluation period set forth in Article 50 of this Agreement.

2 SERVICE EMPLOYEE:

3 Those fueling coaches, lubricating, changing tires or oil, and cleaning parts or grounds,
4 or doing other types of service labor.

5 At least annually, UTA shall post all Service Employee shifts to be bid, by division, in
6 order of seniority by Service Employees employed at the time of the bid. Service Employees
7 who bid shifts which include work assignments different from the work assignments they have
8 previously been assigned may be required to demonstrate that they are qualified for the new
9 work assignments. If they are not qualified, they will be required to bid another shift with
10 work assignments for which they are qualified.

11 ARTICLE 50: MAINTENANCE PROMOTIONS AND POSITION BIDDING

12 At least annually, by craft, each maintenance division will conduct a shift bid by
13 seniority, taking into consideration classifications. Facilities Maintenance and Line & Signal
14 crafts will be exempt from an annual bid. UTA will post available shifts and days off at a
15 minimum of 10 days before the scheduled bid. The bid will end no later than two weeks before
16 implementation of the new shifts. When UTA fills a vacancy or creates a new maintenance
17 job, preference shall first be given to present maintenance employees who bid for the opening.
18 Maintenance Department employees may bid, and shall be assigned, division and shift
19 openings within a craft and classification by seniority. When openings or new positions occur,
20 the opening shall be posted for at least 48 hours excluding Saturday and Sunday, with a copy
21 of the posting given to the Union Representative in the Maintenance Department upon request.
22 When UTA fills a vacated or new Facilities Maintenance or Parts position and shift, the
23 position and shift opening shall be posted system wide for Facilities and Parts employees,

1 prior approval of the employee's supervisor. This section does not guarantee any work, but
2 prescribes a normal schedule.

3 UTA has full discretion to set the number of employees allowed off per day within
4 various classifications and functional work teams by shift. Anytime UTA modifies days off
5 within various classifications and functional work teams by shift, UTA shall allow
6 maintenance employees to bid their days off according to seniority.

7 ARTICLE 52: OVERTIME FOR MAINTENANCE

8 All work performed in excess of eight hours per day for an eight hour shift or ten hours
9 a day for a ten hour shift shall be paid time and one-half the regular straight-time rate. Shift
10 differential shall be part of the base rate when computing overtime.

11 Maintenance employees shall be paid at one and one-half times their regular straight
12 time hourly rate for all work required on their regular scheduled day off, unless by consent of
13 the employee to make up a day lost or to trade days off.

14 ARTICLE 53: CALL-OUTS FOR MAINTENANCE

15 Maintenance employees called to work before or after having performed their regularly
16 assigned duties, where a time lapse occurs between such work and their regular shift, shall be
17 paid a minimum of three hours at their regular straight time hourly rate, or the actual hours
18 worked at an overtime rate, whichever is greater.

19 Each mechanic who is required to carry a personal contact device on a holiday listed in
20 the first sentence of Article 22 of this Agreement shall receive an additional allowance equal
21 to three times the mechanic's normal hourly rate. If a mechanic is called in to work, such
22 mechanic shall not receive this allowance for that day, but rather shall be compensated under
23 the terms of the first paragraph of this Article. When a call out is needed, the person carrying

1 the personal contact device will be notified by a phone call. If the Manager or supervisor
2 cannot reach the person by phone, the personal contact device will be called. The person
3 carrying the personal contact device is expected to respond within 15 minutes of the call if at
4 all possible. Employees may trade their assigned days with the approval of their supervisor or
5 manager. Holiday assignments will be covered by the existing rotating call-out list.
6 Employees shall be paid one hour's pay for correcting a situation by telephone.

7 ARTICLE 54: TEMPORARY TRANSFERS, MAINTENANCE

8 A. When temporarily transferred from a higher to a lower classification, or from a
9 lower to higher classification, the employee shall receive the higher of the two rates of pay
10 while on such temporary assignment. This applies only to four or more hours worked per day
11 in temporary classifications, and not to lesser amounts of time. Employees shall perform
12 whatever work is assigned. Temporary transfers will be limited to 30 days.

13 B. When a facilities mechanic is required on a temporary transfer basis to travel
14 from Salt Lake County to Weber County or to Utah County, or from Weber County to Salt
15 Lake County or Utah County, or from Utah County to Salt Lake County or Weber County,
16 UTA shall pay a temporary transfer travel allowance to such an employee in an amount equal
17 to 60 cents per mile or the Federal mileage reimbursement rate whichever is greater for the
18 mileage from the employee's residence to the destination of the temporary transfer less the
19 mileage from the employee's residence to his normal workplace location. In lieu of a mileage
20 allowance, at the discretion of UTA, the employee may be assigned an UTA vehicle to use in
21 the travel.

22 ARTICLE 55: EQUIPMENT AND TOOLS

23 UTA will continue to furnish adequate lockers for each maintenance employee. UTA

1 shall pay one-half the cost of safety glasses for all employees required to wear prescription
2 safety glasses. provided the employee furnishes the prescription and buys the glasses from the
3 company approved by UTA and the Union.

4 Protective clothing will be furnished to steam cleaners, and raincoats will be furnished
5 to employees required to work outdoors during inclement weather. Employees will be
6 responsible for the care of any items furnished and for their ultimate return to UTA.

7 All journeymen, mechanics, and helper/TVTs are required to have the metric tools
8 included on UTA's amended tool list. Effective January 1st of each year, non-probationary
9 journeymen, mechanics, and helper/TVTs may purchase tools required in their work by prior
10 arrangement using an UTA-furnished purchasing instrument. UTA will pay or reimburse the
11 cost of hand tools so purchased to replace tools verified as worn out or broken in doing work
12 for UTA, up to a maximum of \$375.00.. Helper/TVTs shall have the same privilege limited to
13 \$335.00. Journeymen, mechanics, and helper/TVTs shall have the ability to carryover any
14 unused portion of the tool allowance to the following year; with a maximum accrual of two
15 times the annual allowance.

16 UTA shall furnish and launder coveralls, pants and shirts required on the job for
17 maintenance employees.

18 UTA shall purchase and make available any power tools or protective equipment
19 required by UTA.

20 All Tool and Boot Allowances will be paid to the respective Maintenance Employees
21 on its' own separate check and not added to the employee's payroll check. All checks to be
22 issued no later than January 31st.

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SECTION IV: PARTS EMPLOYEES

ARTICLE 56: WAGES AND CONDITIONS

The wages set forth in the schedule in Article 24 above, shall apply to the parts department employees.

The conditions in this Article, together with the general conditions set forth in Articles 1 through 32 and the applicable conditions in the following articles shall apply to the parts department employees: Article 50 (promotions), Article 51 (hours), Article 52 (overtime), Article 53 (call-outs), Article 54 (temporary transfers), and safety glasses under Article 55 (equipment and tools).

UTA shall furnish and launder coveralls, pants, shirts and jackets required on the job for parts department employees.

At least annually, UTA will post all Parts Clerk shifts to be bid, by business unit, in order of seniority by Parts Clerks employed at the time of the bid.

ARTICLE 57: CLASSIFICATIONS

The parts department shall include the following classifications without limiting UTA's ability to create new classifications:

Parts Clerk: Receives, stores, and issues spare and replacement parts, equipment, and expendable items used in repair or maintenance shops and other divisions. Requisitions needed parts and supplies. Maintains proper inventory level of parts and may be required to do reordering. Participates in inventories as needed. May also monitor gas, diesel, and torch tank levels. Performs other duties assigned by UTA from time to time which may be necessary for the efficient operation of UTA.

Parts Courier: Picks up and delivers parts and supplies. Participates in inventories as

1 needed. Performs other duties assigned by UTA from time to time which may be
2 necessary for the efficient operation of UTA.

3 SECTION V: RAIL MAINTENANCE

4 ARTICLE 58: RAIL MAINTENANCE CLASSIFICATIONS

5 Rail Maintenance positions shall include the crafts of Electromechanic, Coach
6 Technician, Line and Signal Technician, and the specialty classification of Rail Service
7 Employee. UTA may assign employees in the Line and Signal craft and classification to work
8 on both TRAX and FrontRunner interchangeably. The Commercial Drivers License will not
9 be required for positions in the Electromechanic and Coach Technician crafts. Job
10 announcements will list the requirements for applicants as set forth in this Agreement. Upon
11 request by employees, UTA will provide a list of the competency areas and provide study
12 materials for loan to interested employees, for study on their own.

13 ARTICLE 61: RETURNING TO PREVIOUS POSITIONS

14 Employees who accept positions as Electromechanics, Coach Technicians, or Line and
15 Signal Technicians, and who subsequently return to their prior craft, for which they are
16 qualified, will be prohibited from bidding for a position on the respective Maintenance Roster
17 for a period of three years from the date they leave their current position in Maintenance. Due
18 to the cost and training time involved, Electromechanics, Coach Technicians, and Line and
19 Signal Technicians who complete their craft training will not be able to bid out of their
20 classification for a period of two years.

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SECTION VI

ARTICLE 62: WARRANTY

This Agreement contains all the terms and obligations agreed upon and negotiated by the parties. The Agreement shall be binding upon any successors or assigns of the parties hereto. Any provision in conflict with any applicable law or rules, regulation or order of governmental authority, shall be void and invalid but all other terms and conditions of this Agreement shall remain in full force and effect. The parties shall meet upon request to renegotiate any such invalidated terms. A waiver or breach of any condition in this Agreement by either party, shall not constitute a precedent for any subsequent waiver or breach of any condition. This Agreement terminates and renders inoperative all verbal and written agreements between the parties existing or made prior to these negotiations.

This Agreement is effective on the date set forth in Article 1, above. Signed this the

For UTA:

Utah Transit Authority

Jay Fox
Executive Director
Utah Transit Authority

William Greene
Chief Financial Officer
Utah Transit Authority

:

Kim Shanklin
Chief People Officer
Utah Transit Authority

DocuSigned by:
David Wilkins
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UTA Legal Counsel

1 For the Union:
2 Amalgamated Transit Union
3 Local 382

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7 Rod Dunn
8 President/Business Agent
9 ATU, Local 382

Doug Underwood
Vice President
ATU, Local 382

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13 Norm Blessant
14 Financial Recording Secretary/Treasurer
15 ATU, Local 382

Schedule A
WAGE RATES

	2/19/2023	12/10/2023	6/23/2024	12/8/2024	6/22/2025
Operator (a)	\$27.75	\$28.03	\$28.73	\$29.16	\$29.75
Journeyist/A-Level Mechanic	\$34.36	\$34.70	\$35.57	\$36.10	\$36.82
Mechanic/Technician/ Apprentice (b) (c)	\$31.57	\$31.89	\$32.69	\$33.18	\$33.84
Rail Maint. Worker, Road Crew, Facilities Helper, Electromechanic Helper	\$29.04	\$29.33	\$30.07	\$30.52	\$31.13
Transit Vehicle Technician, Body Shop Helper (b)	\$29.04	\$29.33	\$30.07	\$30.52	\$31.13
Service Employee	\$25.57	\$25.83	\$26.48	\$26.88	\$27.42
Shop Janitor	\$26.37	\$26.63	\$27.30	\$27.71	\$28.26
Coach Cleaner	\$22.73	\$22.96	\$23.53	\$23.88	\$24.36
Parts Clerk (e) (d)	\$26.54	\$26.81	\$27.48	\$27.89	\$28.45
Parts Courier	\$25.54	\$25.80	\$26.45	\$26.85	\$27.39

- a. Senior Operators (three or more years in classification) receive an additional \$0.25 per hour.
- b. New Apprentices in the Bus & Component Rebuilding, Transit Vehicle Body & Paint and Body Fabrication Apprenticeship Programs will be paid at their current (TVT/Helper) wage rate and will receive an additional \$0.30 per hour each six months as an Apprentice up to the top Mechanic/Apprentice rate beginning six months after the start of the apprenticeship. In the event a TVT/Helper currently receives \$0.25 per module for up to three modules and enters the Apprenticeship Program, he or she will receive the time-based increase at a prorated amount (as detailed in Side Letter #3).
- c. New Apprentices in the Facilities HVAC Apprenticeship Program will be paid at their current (Helper) wage rate and will receive an additional \$0.20 per hour each six months as an Apprentice up to the top Mechanic/Apprentice rate beginning six months after the start of the apprenticeship. Facilities Helpers who complete and demonstrate competency in a Pre-apprenticeship module (as detailed in Side Letter #4) will be paid an additional \$0.25 per hour per Module passed.
- d. Top Parts Clerks (five or more years in Parts Clerk classification) will receive an additional \$1.20 per hour.
- e. Parts Clerks (three or more years in classification) receive an additional \$0.14 per hour.

Side Letter #1

[date]

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Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 South Redwood Road, Suite B
Salt Lake City, Utah 84119

Side Letter No. 1

10 Re: Maintenance Special Campaign Positions

11
12 Dear Mr. Dunn:

13
14 It is understood and agreed that Utah Transit Authority may create, on a trial basis, six maintenance
15 special campaign positions to assist our current maintenance employees who have had their drivers
16 license suspended due to their being convicted of driving under the influence of alcohol.

- 17
18 A. Pay for performing in this capacity will be mid-point between the affected employee's current pay
19 and the next lower classification's corresponding pay level.
- 20
21 B. This good faith effort on the part of Maintenance Management does not set precedence in future
22 job classification or requirements.
- 23
24 C. This trial program may be abolished by Maintenance Management at any time.
- 25
26 D. The Amalgamated Transit Union Local 382 may abolish this program at any time provided that
27 those employees currently in the program may be allowed to complete it under the agreed upon
28 conditions contained herein.
- 29
30 E. Any working conditions set forth by Maintenance Management concerning this trial program are
31 not grievable under our current labor contract.

32
33 If the above correctly reflects your understanding and agreement, please sign where indicated below.

34
35 Sincerely,

36
37 UTAH TRANSIT AUTHORITY

38
39 Jay Fox
40 Executive Director

41
42 This Letter accurately reflects our agreement:

43
44 _____
45 Rod Dunn, President/Business Agent
46 Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
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UTA Legal Counsel

Side Letter #2

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Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 South Redwood Road, Suite B
Salt Lake City, Utah 84119

Side Letter No. 2

Re: Employee Request for Self Service Options

Dear Mr. Dunn:

This letter will serve to reflect our mutual desire to ensure UTA has a clear understanding of self-service options employees would like to see as UTA procures new HRIS and Operations Timekeeping systems. Parties recognize self-service options for Operators to request day off are a priority.

By end of second quarter 2023, UTA will meet with appointed representatives of ATU to help identify what additional self-service options employees would like to see with new technology. This information will be used by the authority as it conducts the procurement of these systems.

UTA is committed to improving self-service options for its employees and believes this information gathering will help procure a system that provides better additional options. Before implementation of new technology UTA will update ATU leadership on details and meet on the effects on BU employees of new technology.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This Letter accurately reflects our agreement:

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
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UTA Legal Counsel

Side Letter #3

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Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 South Redwood Road, Suite B
Salt Lake City, Utah 84119

Side Letter No. 3

Re: Apprenticeship Agreement

Dear Mr. Dunn:

Attached to this Side Letter is Exhibit A, the agreed upon Maintenance Apprenticeship Training Programs (“Programs”). These programs shall be subject to modification as required by the Department of Labor, Bureau of Apprenticeship and Training, to maintain eligibility for certified status.

The Joint Apprenticeship and Training Committees may develop and recommend adoption of apprenticeship programs in other crafts. Any new apprenticeship programs must be approved by UTA and the Union and incorporated into the Apprenticeship Agreement.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This Letter accurately reflects our agreement:

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
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UTA Legal Counsel

Side Letter #3

EXHIBIT A
MAINTENANCE APPRENTICESHIP TRAINING PROGRAM

FORWARD

The ability of the Utah Transit Authority to meet the current and future transportation needs of the state of Utah rests largely upon the foundation of its work force. This work force must develop the skills and knowledge necessary to fully utilize all of the improved methods, equipment and technological advances available. The Utah Transit Authority (UTA) and the Amalgamated Transit Union (Union) recognize the value of the current apprenticeship program to the organization and its employees. The parties also recognize the importance of ensuring that employees who enter the program have sufficient aptitude and skill in order for them to be successful in the program and for the program’s continued viability and success.

This apprenticeship program outlines a plan for providing much of that skill and knowledge training. This training will help ensure that we develop a work force capable of meeting the demands of today and the advances of tomorrow.

The continuing approval of this program by the Bureau of Apprenticeship and Training, U.S. Department of Labor is essential to its acceptance by the Parties. This program shall be subject to modification as required by the Department of Labor, Bureau of Apprenticeship and Training, to maintain eligibility for certified status.

DEFINITIONS

SPONSOR: Utah Transit Authority (“UTA”) is the sponsoring agency. To the extent authorized, the JATC will act on behalf of UTA for this program.

UNION: Amalgamated Transit Union, Local 382 (the “Union”).

STANDARDS: Or, Standards of Apprenticeship, means this entire document, including the attached “Trade schedules” and other attachments hereto.

APPRENTICE: A Person meeting the qualifications described in Section III of these Standards who has entered into a written Apprenticeship Agreement providing for learning and acquiring the skills of a recognized trade under the provisions of these standards.

APPRENTICESHIP AGREEMENT: Means the written document between the apprentice and the Sponsor, setting forth the responsibilities and obligations of both with respect to training under these Standards. This agreement shall not over-ride any provision in the Collective Bargaining Agreement between the Sponsor and the Union.

JOINT APPRENTICESHIP TRAINING COMMITTEES: Or, JATC are the committees with duties and responsibilities outlined in these Standards. The Joint Apprenticeship and Training Committees may develop and recommend adoption of apprenticeship programs in other crafts.

Side Letter #3

1 Any new apprenticeship programs must be approved by UTA and the Union.
2

3 REGISTRATION AGENCY: Or, “the Agency,” means the Bureau of Apprenticeship and
4 Training, U.S. Department of Labor.
5

6 **I. PURPOSE**
7

8 A. To encourage careful selection of persons entering the program.
9

10 B. To provide an approved plan of training apprentices within UTA’s Bus
11 Technicians (Shop and Components), Body Shop , Heavy Rail, Light Rail, and
12 Facilities disciplines.
13

14 C. To assure that UTA obtains the services of proficient and skilled workers.
15

16 D. To provide UTA and the public with the highest possible grade of service in
17 conformity with approved practices of safety and skilled craftsmanship.
18

19 **II. JOINT APPRENTICESHIP TRAINING COMMITTEE**
20

21 A. Composition and Compensation
22

23 There will be two JATCs. One JATC will oversee the Body Shop, Facilities, and Bus
24 Technician programs. The other JATC will oversee the Heavy Rail, Light Rail, and MOW
25 programs.
26

27 The JATC JATC overseeing Body Shop, Facilities, and Bus Maintenance shall be
28 composed of three members selected by UTA and three members selected by the Union. UTA
29 shall compensate the members of the JATC for time spent on JATC duties.
30

31 The JATC overseeing Heavy Rail, Light Rail, and MOW shall be composed of four
32 members. Each party will appoint one member who also serves on the current JATC to provide
33 continuity as programs are rolled out. Each party will appoint three additional members. UTA
34 shall compensate the members of the JATC for time spent on JATC duties.
35

36 Each party upon mutual agreement may add or subtract the number of members on the
37 JATCs as long as each party has an equal number of members on the JATCs.
38

39 During even-numbered years, the JATC chairman shall be a Union-selected member;
40 during odd years, the JATC chairman shall be a UTA-selected member. Unless the Union and
41 UTA agree otherwise, a facilitator shall meet with the JATC to assist with difficult issues. No
42 contested decision shall be considered official unless both UTA and Union members are
43 present in equal numbers.
44

45 B. Duties of the JATC

Side Letter #3

- 1
2 1. The JATC shall periodically review on-the-job training and related instruction for all
3 apprentices.
- 4
5 2. UTA shall designate the number of positions in each classification, including
6 apprentice, on each shift in each Division. The JATC shall work to ensure an adequate
7 supply of apprentices to meet the staffing requirements of UTA.
- 8
9 3. The JATC shall verify that employees entering the apprenticeship program meet the
10 minimum qualifications established in the *Selection of Apprentices* Section.
- 11
12 4. The JATC shall ensure that maintenance training records are properly completed,
13 signed, and current. The JATC shall ensure that forms and reports required by the
14 Agency are completed and transmitted in a timely and accurate manner. When
15 analyzing maintenance training records, the JATC will have the authority to verify
16 training hours, supervisor signature and the honesty and integrity of the apprentice's
17 actions in completing training records. If the JATC finds discrepancies with the training
18 records, it will have three ways to remedy the situation. The JATC can correct the
19 records or, if the apprentice is found to be culpable in the record errors, the JATC may
20 suspend an apprentice from the program for a specified period of time, or cancel an
21 apprentice from the program. The members of the JATC will act in good faith to
22 investigate the situation or accusations and make an educated, well-informed decision.
23 The final outcome will be decided by a consensus of the JATC members.
- 24
25 5. The JATC shall promote quality work experience, training and related instruction for
26 apprentices at UTA. UTA shall be responsible for providing the experience and
27 training. The JATC shall assist in developing apprenticeship training programs for
28 various crafts, submitting such programs to the Union and UTA for final approval.
- 29
30 6. If employees believe that the terms and conditions of this apprenticeship document
31 have been improperly applied or interpreted, they shall submit a written complaint
32 regarding such matter directly to the JATC, within 11 calendar days after the incident
33 which gave rise to the complaint is known to exist. The decision of the JATC shall be
34 final and binding. If the JATC fails to resolve the issue, then within 21 calendar days
35 of such failure, the Union may request arbitration pursuant to Article 14 of the Labor
36 Agreement.
- 37
38 7. The JATC shall transmit to the Agency notices of cancellation, suspension,
39 reinstatement, or completion of Apprenticeship Agreements and obtain and present
40 Certificates of Completion of Apprenticeship to those who have satisfactorily
41 completed all requirements of these Standards.
- 42
43 8. The JATC shall maintain minutes of their meetings to include members in attendance,
44 agenda items discussed, decisions made and actions taken.
- 45

Side Letter #3

- 1 9. The JATC will determine which mechanics will attend apprenticeship training courses.
- 2 Selection for training will be by maintenance department seniority, within each
- 3 division; provided, however, that the JATC will also consider the business needs of
- 4 UTA, and may make exceptions to application of strict seniority to accommodate
- 5 business needs; and provided further that generally mechanics will complete the OJT
- 6 associated with completed class work before commencing additional class work.
- 7 10. The JATC will be tasked and responsible for incorporating all new technology and
- 8 training into the appropriate apprenticeship programs.
- 9
- 10 11. The JATC will review the tool lists annually and/or when either Party wishes to make
- 11 amendments to the current tool lists. The JATC will then provide any recommendations of any
- 12 changes to the tool lists to the Union Leadership and Labor Relations for consideration.

III. QUALIFICATIONS FOR AND SELECTION OF APPRENTICES

- 13
- 14
- 15 A. Qualifications: Applicants accepted and registered as apprentices shall meet the
- 16 minimum qualifications as shown in the attached Selection Procedures.
- 17
- 18 B. Selection:
- 19
- 20 1. The recruitment, selection, employment, and training of apprentices shall be
- 21 without discrimination because of race, color, religion, national origin, or sex. UTA
- 22 shall comply with all applicable laws and regulations. UTA shall prepare an Equal
- 23 Employment Opportunity Plan which shall include affirmative action goals for
- 24 employees working as apprentices.
- 25 2. Records: UTA shall maintain records for its employees, including apprentices,
- 26 which shall be maintained for at least five years. For apprentices, such records shall
- 27 permit identification by sex and minority status. Such records shall be made available
- 28 for inspection by the Agency pursuant to the terms of any applicable law.
- 29

30 For selection of apprentices for the facilities HVAC program see the section below titled
31 "Facilities HVAC Apprenticeship."
32

IV. APPRENTICESHIP AGREEMENT

33
34
35 Apprentices shall be covered by a written Apprenticeship Agreement, signed by the
36 Apprentices, their manager, and the Manager of Training or that Manager's designee. Such
37 Agreement shall incorporate the terms of these Standards. A copy of each agreement shall be
38 furnished to the JATC, the Apprentice, the Agency, and UTA. The Agreement shall contain
39 all information necessary for the proper registration of the Apprentice.
40

V. RATIO OF APPRENTICES TO JOURNEYISTS

41
42
43 UTA shall determine the number of apprentices. Only that number of apprentices will
44 be employed as can be given proper supervision and training and can be assured of reasonable
45 opportunity for employment by UTA on the completion of the apprenticeship. The actual ratio

Side Letter #3

1 may change from time to time.
2

3 **VI. TERM OF APPRENTICESHIP**
4

5 The term of apprenticeship shall be a period of reasonably continuous employment,
6 including the probationary period, as stated on the applicable "Trade Schedule" attached to
7 and made a part of these Standards; plus the required related instruction. In the event
8 apprentices are required to work overtime, they shall receive credit in the term of
9 apprenticeship for only the actual hours worked, although their pay may be calculated at an
10 overtime rate.
11

12 The apprentices' progress in each period of apprenticeship may be determined on an
13 actual hour basis. However, an apprentice who, by unusual aptitude or past education and/or
14 practical experience, achieves the desired level of skill in a portion of the training in less than
15 the time scheduled or programmed, may be advanced to the next level. The JATC or UTA
16 may certify eligibility for such early advancement.
17

18 **VII. PROBATIONARY PERIOD**
19

20 The first six months of employment for apprentices, after signing the Apprenticeship
21 Agreement, shall be a probationary period. The JATC, the apprentice's manager and foreman,
22 and assigned mechanics shall carefully observe the performance and behavior of apprentices
23 during this probationary period to assist in forming a recommendation as to the advisability of
24 their continuing in the trade. If an Apprentice fails to perform at an acceptable level, and is
25 canceled from the apprenticeship program, UTA will determine the employment status of the
26 former apprentice. If an employee is returned to the Helper classification, he or she will not
27 be considered for re-admission into the apprenticeship program until the JATC has determined
28 that the issues contributing to the cancellation of that employee's apprenticeship agreement
29 have been adequately resolved.
30

31 The Agency shall be promptly advised of the termination of any apprentice.
32

33 **VIII. HOURS OF WORK**
34

35 Apprentices will be employed under conditions which will permit the assistance and
36 oversight of competent supervisors and/or mechanics at times when completing on-the-job
37 training requirements under the apprenticeship program. Apprentices shall be exempt from
38 shift and division bidding procedures and shall be assigned to shifts and divisions by UTA.
39 UTA shall coordinate assignments so that whenever practicable there will be no interference
40 with approved apprenticeship training programs.
41

42 **IX. APPRENTICESHIP WAGE SCHEDULE**
43

44 Apprentices shall be paid according to the rates set forth in Schedule A of the Collective
45 Bargaining Agreement.

Side Letter #3

1 **X. REQUESTS FOR CREDIT FOR PREVIOUS EXPERIENCE AND/OR**
2 **TRAINING**

3
4 All personnel enrolled in the Apprenticeship program may receive credit for previous
5 experience or training. In order to receive credit for a particular module of training the
6 apprentice must contact the Maintenance Training Office and request that they be given the
7 end of course exam for the applicable module. Any apprentice who scores above the minimum
8 passing grade for an end of course exam will then be scheduled as soon as practicable, for any
9 necessary related OJT required by that module.

10
11 **XI. WORK EXPERIENCE**

12
13 Wherever scheduling requirements permit, apprentices shall be given work
14 assignments that allow them to gain experience, skill and proficiency related to their current
15 area of training. Such on-the-job training shall be carried out by the individual's Manager,
16 Foreman and/or a qualified mechanic assigned by the Foreman. The Schedule of Work
17 Experience for each trade is covered in this document in the section labeled "Trade Schedule."
18

19 **XII. RELATED INSTRUCTION**

20
21 All apprentices shall be required to attend classes in subjects related to the trade as part
22 of the Apprenticeship program. These classes may be given during or outside of the regular
23 working hours, depending on available resources. All time spent in such classes outside of an
24 apprentice's normal scheduled work time shall not be considered hours of work and will not
25 be paid. If an apprentice is required to attend classes during their normally scheduled work
26 hours they will be compensated at their regular hourly rate. The Apprenticeship program may
27 be made up of a combination of UTA sponsored classroom training, correspondence training,
28 home study or off-site classes provided by other organizations. All courses of study must be
29 approved by UTA.
30

31
32 Whenever possible, the time devoted to each subject and the sequence of training will
33 be determined by the type of work being performed by the apprentice at the job. Instruction
34 shall be coordinated as much as possible with the work on the job so that both the apprentice
35 and UTA will receive the maximum benefits from such training.
36

37 Failure on the part of apprentices to fulfill their obligation as to the related training
38 studies and/or attendance, or their failure to maintain passing grades therein, shall constitute
39 adequate cause for cancellation of their Apprenticeship Agreement.
40

41 The schedule of related instruction may be adjusted as the training programs are
42 developed, subject to the approval of the JATC.
43

44 **XIII. SAFETY AND HEALTH TRAINING**
45

Side Letter #3

1 UTA will comply with all applicable State and Federal laws pertaining to health and
2 safety practices. All apprenticeship training programs shall instruct the apprentice in safe and
3 healthful work practices and procedures.
4

5 **XIV. SUPERVISION OF APPRENTICES**
6

7 UTA shall exercise supervisory responsibility for all apprentices. On the job training
8 of Apprentices may be provided by any Manager, Foreman or any mechanic selected and
9 assigned by the Foreman due to their qualification, skill and experience in the task being
10 trained. Whenever practicable the Foreman should assign their apprentices to work related to
11 their current area of study and in accordance with the work processes shown on the attached
12 Trade Schedule.
13

14 **XV. PERIODIC EXAMINATION**
15

16 Periodically, or when concerns about an apprentice's progress arise, UTA and an
17 authorized representative of the JATC will examine the apprentice's training progress. If, after
18 the Probationary period, the apprentice's training or work progress is found unsatisfactory the
19 apprentice shall be returned to Probationary status. The JATC shall devise a reasonable
20 program of supplemental training and/or OJT aimed at helping the apprentice successfully
21 complete the area(s) in which they are deficient.
22

23 If, after a suitable period of supplemental training and/or OJT, the apprentice does not
24 demonstrate the ability and the desire to continue the training necessary to complete the
25 Apprenticeship Program, this may be considered adequate cause for cancellation of the
26 Apprenticeship Agreement.
27

28 **XVI. CONTINUITY OF EMPLOYMENT**
29

30 As long as the apprentice is successfully meeting their training requirements UTA
31 intends and expects to give the apprentice continuous employment. UTA reserves the right,
32 however, to suspend training whenever conditions of business make it necessary. When it is
33 necessary to lay off apprentices, it shall be done in accordance with the current Collective
34 Bargaining Agreement.
35

36 **XVII. MAINTENANCE OF RECORDS**
37

38 The JATC shall assist UTA's Training Department in maintaining complete training
39 records on each apprentice, covering all details of their apprenticeship, including OJT reports,
40 attendance, and written progress in related instruction.
41

42 **XVIII. CERTIFICATE OF COMPLETION**
43

44 Upon satisfactory completion of the requirements of the apprenticeship as established
45 herein, the JATC shall certify in writing the name of the completing apprentice to the

Side Letter #3

1 Registration Agency and recommend that a Certificate of Completion of Apprenticeship be
2 awarded to the apprentice.

3
4 Apprentices who complete a UTA apprenticeship program will be classified as a
5 Journeyist. Upon graduation, the apprentices will remain in their assigned business units.

6
7 **XIX. NOTICE TO REGISTRATION AGENCY**

8
9 The Registration Agency shall be notified promptly of all new apprentices to be
10 registered, credit granted, suspensions for any reason, reinstatements, extensions,
11 cancellations, and completions.

12
13 **XX. REGISTRATION OF STANDARDS**

14
15 These Standards will be promptly registered with the Agency, with a copy provided.

16
17 If UTA and the Union decide to terminate the apprenticeship program, they shall jointly
18 notify the Agency. If the parties do not follow the terms of these Standards, the Agency may
19 also de-register the program.

20
21 **XXI. AMENDMENTS OR MODIFICATIONS.**

22
23 These Standards may be amended at any time by agreement between UTA and the
24 Union upon recommendation of the JATC.

25
26 **XXII. DISPUTE RESOLUTION**

27
28 Apprentices are encouraged to take up individual problems or grievances with their
29 supervisor and/or the designated persons administering this program. Issues involving the
30 interpretation or application of the terms of this program shall be resolved by the JATC under
31 Article II (B)(6), above.

32
33 Nothing in this side letter or the Collective Bargaining Agreement shall prohibit an
34 employee from exercising his or her rights to register a complaint or appeal with the
35 Department of Labor as allowed under federal regulations.

36
37 **XXIII. SEXUAL HARASSMENT AND DISCRIMINATION**

38
39 UTA has a company-wide policy prohibiting sexual harassment and discrimination in
40 violation of federal law. That policy shall be deemed to apply to all apprentices and all rights
41 and remedies under federal law shall be available to all apprentices.

42
43 **XXIV. GENDER**

44
45 Any reference to either the male or female gender in these standards is intended to

Side Letter #3

1 include both genders and is not to be considered as a limitation on either sex.

2

3 **XXV. CONFORMANCE WITH STATE AND FEDERAL LAWS**

4

5 No section of these Standards of Apprenticeship shall be construed as permitting
6 violation of any Law of the state of Utah or of the United States.

7

8

Side Letter #3

1 **Bus Technicians (Shop and Component)**

2 **Program:**

3		RECOMMENDED	OJT HOURS
4		MINIMUM	MAXIMUM
5			
6	A. Preventative Maintenance	480	850
7	Conducts all Preventive Maintenance inspections (A,B,C,D,E) on Transit Vehicles in		
8	accordance with most current procedures adhering to all applicable safety and		
9	environmental standards.		
10			
11	B. Electrical	620	1096
12	Troubleshoot, Repair, Replace Transit Vehicle Electrical/Electronic Systems and/or		
13	components adhering to all applicable safety and environmental standards.		
14			
15	C. Brake Systems	280	496
16	Troubleshoot, Repair, Replace Transit Vehicle Brake System and/or components in		
17	accordance with most current procedures adhering to all applicable safety and		
18	environmental standards.		
19			
20	D. Air Systems	200	354
21	Troubleshoot, Repair, Replace Transit Vehicle Air System and/or components in		
22	accordance with most current procedures adhering to all applicable safety and		
23	environmental standards.		
24			
25	E. Suspension/Steering	540	955
26	Troubleshoot, Repair, Replace Transit Vehicle Suspension System and/or components		
27	in accordance with most current procedures adhering to all applicable safety and		
28	environmental standards.		
29			
30	F. HVAC	480	850
31	Inspect, Troubleshoot, Repair, Replace Transit Vehicle HVAC System and/or		
32	components in accordance with most current procedures adhering to all applicable		
33	safety and environmental standards.		
34			
35	G. Passenger Assist Units	280	496
36	Inspect, Troubleshoot, Repair, Replace Transit Vehicle Passenger Assist Units and/or		
37	components in accordance with most current procedures adhering to all applicable		
38	safety and environmental standards.		
39			
40	H. Transmission and Associated Drivetrain Components	480	850
41	Troubleshoot, Repair, Replace Transit Vehicle Transmission and Associated Drivetrain		
42	Components in accordance with most current procedures adhering to all applicable		
43	safety		
44	and environmental standards.		

Side Letter #3

1

2

I. Engines

1160

2053

3

Inspect, Troubleshoot, Repair, Replace Transit Vehicle Engines, Engine Components and/or Sub Systems in accordance with most current procedures adhering to all applicable safety and environmental standards.

4

5

6

7

Total OJT Hours**4520****8000**

8

9

SCHEDULE OF RELATED INSTRUCTION

10

11

UTA will provide related technical instruction. The related technical instruction is divided into ten modules with a total of 960 classroom hours of instruction.

12

13

14

RELATED TECHNICAL INSTRUCTION MODULARITY UNITS

15

16

Classroom Hours

17

18

A. Preventive Maintenance

80

19

B. Basic and Advanced Electricity

240

20

C. Brakes

64

21

D. Air Systems

16

22

E. Air Suspension/Steering and Axles

120

23

F. HVAC/EAC

80

24

G. Wheelchairs and Handicap Systems

80

25

H. Transmissions, Axles, Drives and Differentials

120

26

I. Engines Trouble Shooting, Overhaul

160

27

28

Total RTI

960

29

Side Letter #3

1 Transit Vehicle Body, Paint and Fabrication 2 Technician Program:

3			
4	<u>Work Process Schedule</u>	<u>Related Instruct Hrs</u>	<u>OJT Hours</u>
6	A. Electrical Systems	240	160-280
7	1. Motors		
8	2. Relays		
9	3. Starters		
10	4. Generator/Alternator		
11	5. Charging Systems		
12	6. Lighting Systems		
13	7. Engine Control Systems		
14	8. Gages and Instruments		
15			
16	B. Basic and Advanced Welding	80	640-800
17	1. Perform basic welding and		
18	cutting procedures (in order)		
19	Oxy/acetylene and plasma cutting overview	24	
20	TIG	24	
21	Stick	24	
22	MIG	8	
23			
24	2. All Positions:		
25	Vertical		
26	Horizontal		
27	Overhead		
28	Flat		
29	3. All Metals:		
30	All positions		
31	Aluminum		
32	Steel		
33	Stainless steel		
34			
35	C. Metal Work & Fabrication, Safety & Equipment	248	1040-1200
36	1. Read and understand blue prints	8	
37	2. Sheet metal layout	32	
38	Forming		
39	Shearing		
40	Assembly		
41	3. Structural steel forming	40	
42	Fabricating components from:		
43	Channel		
44	Angles		

Side Letter #3

1	Tubing		
2	Aluminum		
3	4. Manufacturing of tools, jigs		
4	and fixtures	4	
5	5. Operation of Equipment	84	
6	CNC Pantograph Plasma Cutter	40	
7	CNC press brake	24	
8	Shear	4	
9	Metal muncher	4	
10	Power saws	4	
11	Form roller	2	
12	Drill press	2	
13	Various and power tools	4	
14	6. Layout and fabrication (Sheet		
15	metal, aluminum, stainless)	80	
16	Body panels		
17	Doors		
18	Compartment boxes		
19	Step wells		
20	Window and door frames		
21	Floor, side and roof supports		
22	Inside and outside moldings		
23			
24	D. Coach Body Repair (Prerequisites: Electrical & Air)	248	1680-2000
25	1. Adhesive and Fillers	40	
26	2. Repair small and large dents	32	
27	3. Aligning, drilling and securing panels	24	
28	4. Assembly, straighten, align:	68	
29	Body components		
30	Frame structures		
31	Pulling	4	
32	Straightening		
33	5. Repair or replace:		
34	Front and rear cowl panels	24	
35	Fire walls and floors, bulk heads	40	
36	Glass and windshield openings	16	
37			
38	E. Air Systems	16	120-200
39	1. Air compressors R&R TS		
40	2. Air Drivers, Purge, Heaters		
41	3. Accessory Valve and Wipers-Throttle		
42	4. Tanks		
43	5. Brake foot valve and throttle valve		
44			
45	F. Air Suspension Systems	64	120-200

Side Letter #3

1	1. Air bags and Leveling Valves		
2	2. Radius and Lateral Rods		
3	3. Stabilizers		
4	4. Torsion Bars and shocks		
5	5. Leyland		
6	6. Kneeling systems		
7			
8	G. Coach Sub System Assembly	176	560-640
9	1. Mechanical components		
10	Radiator assemblies (lab only)	8	
11	Door shaft, motor assemblies,		
12	Door assemblies	36	
13	Designation signs and control	4	
14	Steering systems	8	
15	Coolant booster pumps (OJT)		
16	A/C components	8	
17	Windshield washer components (OJT task)		
18	Brakes (back off slack adjusters)	8	
19	2. Remove and replace		
20	Accessories and components	24	
21	Wheels (OJT task)		
22	3. Repair and/or replace windshield and		
23	window assembly	16	
24	4. Repair, replace and/or align body		
25	components; doors(passenger, engine		
26	battery, trans) headlight, destination		
27	sign	48	
28	5. Seats:drivers, passengers	8	
29	6. Bumpers and mounting structures	8	
30			
31	H. Passenger Assist Units	48	160-240
32	1. Lift-U lifts		
33	2. Ricon		
34			
35	I. Coach Body Painting	112	1040-1200
36	1. Prepare surface for refinishing	40	
37	Feather edge metal finished areas		
38	Mask area to be finished		
39	Apply and sand glazing putty		
40	Apply and sand primer-surfacer		
41	2. Refinish body panels	40	
42	Apply paint to steel, aluminum, fiberglass,		
43	plastic		
44	Apply lacquer-type paint		
45	Apply enamel-type paint		

Side Letter #3

1	3. Repair/replace logos and decals	8	
2	4. Clean and maintain shop equipment	24	
3	Properly dispose of hazardous waste		
4	Properly use safety equipment		
5			
6	TOTAL HOURS	1232	5520-6760
7			

Side Letter #3

1

Facilities Maintenance Apprenticeship

2

3

This Facilities Maintenance Apprenticeship Agreement (“FMAA”) clarifies the revisions associated with the Bus Maintenance Apprenticeship Program will not impact the “FMAA” Career Ladder. The three (3) modules that form the Facilities Career Ladder (HVAC, Electrical and Construction) will continue to remain separate from the ”FMAA” and will continued to be paid as set forth in Schedule A: Wage Rates footnote “c.”

6

7

8

9

10

11

Facilities Maintenance Technician

Components Program:

Recommended OJT Hours

Minimum Maximum

12

A. Electrical Module

920

1600

13

1. Basic Theory

14

2. Safety

15

3. Solid State

16

4. Schematic/Diagrams

17

5. NECCodes

18

6. Instrumentation

19

7. Motors

20

8. Distribution

21

9. Controls

22

B. Mechanical Module

920

1600

23

1. Safety/Theory

24

2. Pumps (Positive Displacement, Centrifugal, & Diaphragm)

25

3. Power Transmissions

26

4. Springs

27

5. Alignment/Adjustments

28

6. Couplings

29

7. Engines/Preventative Maintenance

30

8. Bearings/Bushings

31

9. Air Compressor

32

C. HVAC

690

1200

33

I. Safety

34

2. Refrigerant Certification

35

3. Controls

36

4. Components

37

5. PM/Troubleshooting

38

6. Heating

39

7. Tools & Equipment

40

D. Fluid Power-Pneumatics/Hydraulics

460

800

41

Pneumatics

42

I. Safety

43

2. Theory

Side Letter #3

1	3.	Components		
2	4.	Schematics/Diagrams		
3	5.	Preventative Maintenance/Minor Repairs		
4		Hydraulics		
5	I.	Safety		
6	2.	Theory		
7	3.	Components		
8	4.	Schematics/Diagrams		
9	5.	Preventative Maintenance/Minor Repairs		
10	E.	Fluid-Dispensing/Storage Module	460	800
11				
12	I.	Fuel Nozzles		
13	2.	Pumps		
14	3.	Meters		
15	4.	Leak Detectors		
16	5.	Filters		
17	6.	Reels, Lines, Regulators		
18	7.	Valves		
19	8.	Safety Electrical		
20	F.	Plumbing	460	800
21	1.	Safety		
22	2.	Plumbing Theory/code		
23	3.	Hose and Pipe Identification and Application		
24	4.	System Identification and Application		
25	5.	Backflow		
26	6.	Pipefitting (rigid & flexible)		
27	7.	Fixtures/Valves Preventative Maintenance		
28	8.	Prints/Schematics		
29	G.	Construction	300	600
30	1.	Safety		
31	2.	Framing/Sheet Rock		
32	3.	Basic Building Techniques		
33	4.	Cement (Flatwork)		
34	5.	Painting		
35	6.	Equipment & Tool Operation		
36	7.	Basic Blueprint Reading		
37	H.	Fabrication, Welding, Cutting	300	600
38				
39	I.	Safety		
40	2.	Metal Identification		
41	3.	Rod/Filler Material		
42	4.	Welding Techniques		
43	5.	Cutting Techniques		
44	6.	Fabrication Layout		
45	7.	Machinery-Proper Operation		

Side Letter #3

1		Total OJT Hours	4510
2	8000		
3			

4 **Related Technical Instruction Modularity Units**

5 Classroom Hours

WORK PROCESS SCHEDULE

RELATED INSTRUCTION HRS.

A. Electrical	220 Hours
B. Mechanical	220Hours
C.HVAC	165 Hours
D. Fluid Power	110Hours
E. Fluid Dispensing	110 Hours
F. Plumbing	110Hours
G. Construction	55 Hours
H. Fabrication & Welding	55 Hours
Total Classroom Hours	1045 Hours

6

Side Letter #3

1	Facilities HVAC		<u>OJT Hours</u>	
2				
3				
4	A. HVAC 1110 Refrigeration Basic Electrical		736	1280
5	Troubleshoot, Repair, and Replace HVACR electrical controlled circuits, single phase			
6	motors, and starting devices. Able to read ladder and schematic diagrams.			
7				
8	B. HVAC 1120 Basic Refrigeration Cycle and Physics Principles		736	1280
9	Troubleshoot, Repair and Replace refrigeration systems utilizing proper HVAC tools and			
10	equipment. Able to cut, solder, and braze copper tubing. Pass 608 EPS/CFC certification test.			
11				
12	C. HVAC1210 Refrigeration Fundamentals & Domestic Units		736	1280
13	Troubleshoot, assemble, install, service and repair of refrigeration units. Understand			
14	properties of refrigerants, piping, layout, and service of small hermetic systems.			
15				
16	D. HVAC 1220 Reading & Interpreting of HVAC blueprints		230	400
17	Read and interpret HVAC blueprints to design. Install HVAC layout, fabricate and install			
18	common sheet metal duct fittings.			
19				
20	E. HVAC 2310 Residential & Light Commercial System		736	1280
21	Start-up, preventative maintenance, service, repair, and installation of residential and			
22	light commercial systems including electrical and electronic controls.			
23				
24	F. HVAC 2410 Air Conditioning		736	1280
25	Understanding of commercial and residential air-conditioning installation. Able to service			
26	refrigerant control devices and compressors.			
27				
28	G. HVAC 2420 Computer Operated Controls		230	400
29	Troubleshoot, repair, and replacement of Programmable Logic Controls/Components.			
30	Understanding of Ladder Logic as it applies to HVAC systems.			
31				
32	H. HVAC 1470 Math Basics for HVAC		0	
33	Apply mathematical functions pertaining to HVAC tasks.			
34				
35	I. WLD 1005 Related Welding		460	800
36	Perform basic brazing, welding and cutting procedures using arc and acetylene			
37	equipment.			
38				
39		Total OJT Hours	4600	8000

Side Letter #3

1 RELATED TECHNICAL INSTRUCTION MODULARITY UNITS			
2 <u>Related Instruction Classroom Hours</u>			<u>RI Hours</u>
3			
4	A. HVAC 1110	HVAC IA (Refrigeration Basic Electrical)	150
5	B. HVAC 1120	HVAC IB (Basic Refrigeration Cycle and Physics Principles)	45
6	C. HVAC 1210	HVAC IIA (Refrigeration Fundamentals & Domestic Units)	150
7	D. HVAC 1220	HVAC IIB (Reading & Interpreting of HVAC blueprints)	45
8	E. HVAC 2310	HVAC IIIA (Residential & Light Commercial Systems)	150
9	F. HVAC 2410	HVAC IVA (Air Conditioning)	150
10	G. HVAC 2420	HVAC IVB (Computer Operated Controls)	45
11	H. HVAC 1470	Math Basics for HVAC	75
12	I. <u>WLD 1005</u>	<u>Related Welding</u>	<u>45</u>
13		Total	855

15 SELECTION OF APPRENTICES – Facilities HVAC

16 Applicants accepted as apprentices shall meet all the following requirements:

- 17**
- 18** A. Apprenticeship openings shall be posted by UTA for at least 48 hours excluding Saturday and
- 19** Sunday before selections are made for the program. A copy of the posting shall be given to
- 20** the Union upon request. Preference for selection as an apprentice shall be given to the most
- 21** senior qualified Helper who applies. An apprentice who withdraws or is cancelled from the
- 22** program and who retains employment with UTA will, for the purposes of bidding back into
- 23** the apprenticeship program, hold a seniority position immediately below the least senior
- 24** Helper at the time of cancellation or withdrawal from the program.
- 25**
- 26** B. Employees who are classified as Helpers within the Shop & Components Discipline will be
- 27** eligible to bid on an apprenticeship opening after one year in the Helper classification in that
- 28** Discipline. During the time that employees are classified as Helpers, they will receive the
- 29** preventive maintenance module and may also receive other training within the apprenticeship
- 30** program.
- 31**
- 32** C. UTA will determine the number of apprentices in each craft, division, and shift. Apprentices
- 33** will be selected by seniority from Helpers who apply to the apprenticeship program, and who
- 34** meet the minimum qualifications for the apprenticeship program. The minimum
- 35** qualifications shall include completion of the Maintenance Enhancement Program (MET),
- 36** plus the following minimum qualifications:
- 37** 1. The candidate must be 21 years of age
 - 38** 2. The candidate must have successfully completed UTA's MET program
 - 39** 3. The candidate must have (a) one year of technical school and two years experience in
 - 40** the industry, have a two-year degree in a related field, or have a military mechanical
 - 41** MOS; or (b) one year of related technical school and one year of related experience,
 - 42** plus satisfactory score on an aptitude test administered by UTA
 - 43** 4. The candidate must have required tools; and
 - 44** 5. The candidate must pass a standardized test administered by UTA

45

46 The JATC shall verify that employees entering the apprenticeship program meet the minimum

47 qualifications.

48

Side Letter #3

Light Rail Electromechanic

1	Components Program:	Recommended OJT Hours	
2		Minimum	Maximum
3			
4			
5			
6	PREVENTIVE MAINTENANCE	480	1028
7	Conducts all Preventive Maintenance inspections (A & B MILEAGE AND TIME BASED)		
8	on Light Rail Transit Vehicles in accordance with most current procedures, adhering to all		
9	applicable safety and environmental standards.		
10			
11	ELECTRICAL	720	1096
12	Troubleshoot, Repair, Replace Light Rail Transit Vehicle Electrical/Electronic Systems		
13	and/or components adhering to all applicable safety and environmental standards.		
14			
15	BRAKE SYSTEMS	450	602
16	Troubleshoot, Repair, Replace Light Rail Transit Vehicle Brake System and/or components		
17	in accordance with most current procedures adhering to all applicable safety and		
18	environmental standards.		
19			
20	COUPLERS	370	496
21	Troubleshoot, Repair, Replace Light Rail Transit Vehicle Couplers and/or components in		
22	accordance with most current procedures adhering to all applicable safety and environmental		
23	standards.		
24			
25	TRUCKS	370	496
26	Troubleshoot, Repair, Replace Light Rail Transit Vehicle Truck and/or components in		
27	accordance with most current procedures adhering to all applicable safety and environmental		
28	standards.		
29			
30	HVAC	260	354
31	Inspect, Troubleshoot, Repair, Replace Light Rail Transit Vehicle HVAC System and/or		
32	components in accordance with most current procedures adhering to all applicable safety and		
33	environmental standards.		
34			
35	DOORS & RAMPS	500	672
36	Inspect, Troubleshoot, Repair, Replace Light Rail Transit Vehicle Passenger Door & Ramp		
37	Units and/or components in accordance with most current procedures adhering to all		
38	applicable safety and environmental standards.		
39			
40	PROPULSION	400	530
41	Inspect, Troubleshoot, Repair, Replace Light Rail Transit Vehicle Propulsion System and/or		
42	components in accordance with most current procedures adhering to all applicable safety and		
43	environmental standards.		
44			
45	POWER DISTRIBUTION	640	580
46	Inspect, Troubleshoot, Repair, Replace Light Rail Transit Vehicle Power Distribution and/or		

Side Letter #3

1	components in accordance with most current procedures adhering to all applicable safety and		
2	environmental standards.		
3			
4	CAR BODY	440	850
5	Inspect, Troubleshoot, Repair, Replace Light Rail Transit Vehicle Car body and/or		
6	components in accordance with most current procedures adhering to all applicable safety and		
7	environmental standards.		
8			
9	COMMUNICATIONS	370	496
10	Inspect, Troubleshoot, Repair, Replace Light Rail Transit Vehicle Communications and/or		
11	components in accordance with most current procedures adhering to all applicable safety and		
12	environmental standards.		
13			
14	VEHICLE CONTROL SYSTEM	400	530
15	Inspect, Troubleshoot, Repair, Replace Light Rail Transit Vehicle Control System and/or		
16	components in accordance with most current procedures adhering to all applicable safety and		
17	environmental standards.		
18			
19	Total OJT Hours	5400	8000

Related Technical Instruction Modularity Units

Classroom Hours

Preventative Maintenance	240
Basic & Advanced Electricity	280
Brake Systems	80
Couplers	80
Trucks	80
HVAC	80
Doors and Ramps	80
Propulsion	80
Power Distribution	80
Car body	80
Communications	40
Vehicle Control Systems	80
TOTAL	1280

Side Letter #3

Commuter Rail Technician

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Components Program:

Recommended OJT Hours
Minimum Maximum

ELECTRICAL & LIGHTING

800 1200

Troubleshoot, Repair, and Replace Commuter Rail Vehicle Electrical Systems and/or components in accordance with the most current procedures, adhering to all applicable safety and environmental standards.

COMPRESSED AIR & FRICTION BRAKES

650 1000

Troubleshoot, Repair, Replace Commuter Rail Vehicle Compressed Air Systems and/or components in accordance with the most current procedures, adhering to all applicable safety and environmental standards.

CAB EQUIPMENT

550 725

Troubleshoot, Repair, Replace Commuter Rail Vehicle Cab Equipment Systems and/or components in accordance with the most current procedures, adhering to all applicable safety and environmental standards.

DOORS

300 425

Troubleshoot, Repair, and Replace Commuter Rail Vehicle Door Systems and/or components in accordance with the most current procedures, adhering to all applicable safety and environmental standards.

HVAC

400 650

Troubleshoot, Repair, Replace Commuter Rail Vehicle HVAC Systems and/or components in accordance with the most current procedures, adhering to all applicable safety and environmental standards.

ROTATING ELECTRICAL

450 650

Troubleshoot, Repair, Replace Commuter Rail Vehicle Rotating Electrical Systems and/or components in accordance with the most current procedures, adhering to all applicable safety and environmental standards.

TRUCKS

400 600

Troubleshoot, Repair, Replace Commuter Rail Vehicle Truck Systems and/or components in accordance with the most current procedures, adhering to all applicable safety and environmental standards.

CARBODY, WATER & WASTE

325 500

Troubleshoot, Repair, Replace Commuter Rail Vehicle Carbody Systems and/or components in accordance with the most current procedures, adhering to all applicable safety and environmental standards.

Side Letter #3

1	PRIME ENGINE	700	1100
2	Troubleshoot, Repair, Replace Commuter Rail Vehicle Prime Engine Systems and/or		
3	components in accordance with most current procedures, adhering to all applicable safety		
4	and environmental standards.		
5			
6	COUPLER & DRAFT	250	400
7	Troubleshoot, Repair, Replace Commuter Rail Vehicle Coupler and Draft Gear systems		
8	and/or components in accordance with the most current procedures, adhering to all applicable		
9	safety and environmental standards.		
10			
11	HEAD END POWER	575	750
12	Troubleshoot, Repair, Replace Head End Power Mechanical System and/or components in		
13	accordance with the most current procedures adhering to all applicable safety and		
14	environmental standards.		
15	TOTAL OJT HOURS	5400	800

Related Technical Instruction Modularity Units

Classroom Hours

Course	Minimum Hrs.
1. Electrical	240
2. Compressed Air & Brakes	120
3. Cab Equipment	100
4. Doors	40
5. HVAC	80
6. Rotating Electrical	80
7. Truck	80
8. Carbody, Waste and Water	40
9. Prime Engine	120
10. Coupler and Draft	20
11. HEP Mechanical	80
TOTAL	1000

Side Letter #3

1 **SELECTION OF APPRENTICES**

2 Applicants accepted as apprentices shall meet all the following requirements:

- 3
- 4 A. Helpers/TVTs who meet the minimum qualifications of the apprenticeship program
5 may complete an application to become an apprentice. An apprentice who withdraws
6 or is cancelled from the program and who retains employment with UTA will, for the
7 purposes of bidding back into the apprenticeship program, hold a seniority position
8 immediately below the least senior Helper/TVT at the time of cancellation or
9 withdrawal from the program. If at any time there are not enough apprentices in any
10 given business unit, UTA will post openings as described in Article 50: Maintenance
11 Promotions and Bidding.

12

13 All applicants must have **ALL** of the following.

- 14
- 15 A. For Bus Technicians (shop and component) and Body Shop programs; A current, or
16 be able to acquire, valid Class B CDL driver's license and associated endorsements.
17 If under the age of 21, applicant must be able to acquire an Intrastate CDL and must
18 be able to acquire a Class B CDL driver's license once they reach the age of 21.
- 19 B. For Facilities programs; A current, or be able to acquire, valid Class A CDL driver's
20 license and associated endorsements.
- 21
- 22 C. Passed both an aptitude and standardized test determined by UTA. Employees will be
23 able to take both of these tests on UTA time. UTA will pay the standardized test fee,
24 one time, for qualifying employees.
- 25
- 26 D. The required tools.

27

28 All applicants must have **(1) ONE** of the following:

- 29
- 30 A. Have a 2-year degree in a related field;
31 **OR**
- 32 B. Have a military MOS;
33 **OR**
- 34 C. Have one year of related technical school **AND** one year of related experience;
35 **OR**
- 36 D. Have 6 months related experience.

37

38 The JATC shall verify that employees entering the apprenticeship program meet the
39 minimum qualifications.

40

41 **MODULE PAYMENT INCORPORATION**

42

43

44 Master Technicians will also be eligible for selection as an apprenticeship. Master
45 Technicians will not be eligible for the \$0.30 increase for every 6 months as an apprentice as
46 detailed in Schedule A of the CBA, foot note b. Master Technicians will remain at the top
47 Mechanic/Technician/Apprentice wage rate until they graduate from the apprenticeship

Side Letter #3

1 program.

2

3

<u>The following wage table is for Apprentices in the Bus Technician, Body Shop, and Facilities Programs:</u>						
Time-Based Apprenticeship Increases After 6 months, a \$0.30 increase would appear except for the final 6-months which would be paid at \$0.29. Total: \$1.79						
Months	6 months	12 months	18 months	24 months	30 months	36 months
Cumulative	\$0.30	\$0.60	\$0.90	\$1.20	\$1.50	\$1.79
Individual Increase	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.29

<u>The following wage table is for Apprentices in the Commuter Rail, Light Rail, and MOW Programs:</u>								
-Based Apprenticeship Increases After 6 months, a \$0.30 increase would appear for 48 months for a total of \$2.36								
Months	6 months	12 months	18 months	24 months	30 months	36 months	42 months	48 months
Cumulative	\$0.30	\$0.60	\$0.90	\$1.20	\$1.50	\$1.80	\$2.10	\$2.36
Individual Increase	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.26

Side Letter #4

[date]

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Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 South Redwood Road, Suite B
Salt Lake City, Utah 84119

Side Letter No. 4

10 Re: Transition of Rail Maintenance Qualifications and Craft Training Pay Rates (previous
11 Article 59 and 60)

12
13 Dear Mr. Dunn:

14
15 This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the
16 Amalgamated Transit Union (ATU), Local 382 regarding the transition from practices
17 specified in Article 59 (see exhibit A) and Article 60 (see exhibit B) to the Rail Maintenance
18 Apprenticeship program.

19
20 The previous language found in Article 59 and Article 60 will remain active until each Rail
21 Apprenticeship program (Trax Maintenance; FrontRunner Maintenance; and Maintenance of
22 Way) has been approved and fully implemented. After implementation of each Rail
23 Apprenticeship program listed above, applicants for open Electromechanic, Coach
24 Technician, or Line and Signal Technician position will reference their respective Rail
25 Apprenticeship Program for Rail Maintenance Qualifications and Craft Training Pay Rates.

26
27 If the above correctly reflects your understanding and agreement, please sign where indicated
28 below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

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39 This Letter accurately reflects our agreement:

40
41 _____
42 Rod Dunn, President/Business Agent
43 Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
5E3257B1CF024B9...
UTA Legal Counsel

Side Letter #4

1 Exhibit A

2

3

ARTICLE 59: RAIL MAINTENANCE QUALIFICATIONS

4 A. Applicant Qualifying Examinations

5 To qualify for an open Electromechanic, Coach Technician, or Line and Signal
6 Technician position, an applicant must be on the eligibility list or must have completed the
7 required training as agreed to by the parties. UTA will offer qualifying examinations for the
8 Electromechanic and Line and Signal Technician positions at least twice a year. Notification
9 for such testing will be made at least four weeks prior to the tests. Employees who pass the
10 qualifying examination will be placed on an eligibility list in order of seniority with preference
11 given to Maintenance employees. Applicants taking the Electromechanic or Line and Signal
12 qualifying examination will be compensated by UTA for time spent taking the examination
13 based upon their then-current hourly rate of compensation. Applicants who pass the qualifying
14 examination will be offered the position for which they have bid based upon Maintenance
15 seniority. By mutual agreement between the Union and UTA, certain training or experience
16 may be substituted for the qualifying examination as set forth in Section B and C of this Article.
17 If there are no qualified bidders with Maintenance seniority, preference will be given to the
18 qualified applicant with the highest Operations or Parts seniority. Employees who pass the
19 qualifying examination but decline UTA's offer of a Electromechanic, Coach Technician, or
20 Line and Signal Technician Maintenance position will be removed from consideration for the
21 Maintenance position and must rebid in order to obtain such a position.

22 B. Electromechanic/Line & Signal Technician Qualification Training Program

23 Employees may become qualified for an Electromechanic or Line & Signal Technician
24 position by attending and successfully completing an Electromechanic or Line & Signal
25 training program at a Community College or other accredited institute of higher education,

Side Letter #4

1 with a minimum grade of a “C” or better.

2 Employees who participate in such training program will be required to file an
3 Individual Learning Program Agreement with the Maintenance Training Department. The
4 Agreement states: The classes will be attended consecutively. While a minimum of a “C”
5 grade is required in each class, the participant must average a 2.5 GPA in all classes in order
6 to successfully complete the program. Classes will be attended on the employee’s own
7 (unpaid) time. UTA will pay for books, tuition, fees, and a parking pass in advance for
8 approved participant.

9 Upon request, an employee may skip a single semester, provided they have requested
10 the extension and received advance approval from Maintenance Training in writing. Any
11 participant skipping more than one semester or doing so without approval will be dropped from
12 the program. Any participant receiving a grade below a “C” will be dropped from the program.
13 Participants may retake the class at their own expense and reapply to the program if they
14 receive a “C” or better in that class and still maintain a 2.5 overall GPA. If a significant number
15 of individuals wish to participate in the program, UTA may contract with the Community
16 College or other accredited institute of higher education to provide the training at a UTA
17 facility, on the employee’s own time.

18 Admission standards and pre-qualifications will be required by the Community College
19 or other accredited institute of higher education. These pre-requisites are the full responsibility
20 of the employee and are not part of this agreement. Such courses taken for this purpose can be
21 reimbursed through UTA’s Education Assistance Program.

22 C. Line & Signal Technician Qualifications

23 Employees with the Journeyist Electrician, Master Electrician, Journeyist Lineman,
24 and Journeyist Railroad Signalman trade classifications shall fulfill the minimum

Side Letter #4

1 qualifications for the Line & Signal Technician positions. Such trade classifications will not
2 fulfill the minimum qualifications for any other positions in the Rail Maintenance areas.

3 Exhibit B

4
5

ARTICLE 60: CRAFT TRAINING PAY RATES

6 Once an applicant has accepted a position as an Electromechanic, Coach Technician,
7 or Line and Signal Technician, he or she will begin extensive craft training to be provided by
8 UTA. Electromechanics, Coach Technicians, and Line and Signal Technicians will be
9 compensated during such training at the greater of their existing wage rate or the top rate for
10 an Electromechanic/Coach Technician/Line and Signal Technician. At the successful
11 completion of craft training and experience, Electromechanics, Coach Technicians, and Line
12 and Signal Technicians will be advanced to the A-Level/Journeyist mechanic rate. During
13 training, the Electromechanic, Coach Technician, or Line and Signal Technician will be
14 assigned to shifts and schedules as needed to obtain necessary instruction and on-the-job-
15 training.

Side Letter #5

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Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 5

Re: Diesel Mechanic Scholarship Agreement

Dear Mr. Dunn:

UTA shall established a Diesel Mechanic Scholarship Program “Program” that provides a total of 30 Diesel Mechanic scholarships and 3 Body Shop Mechanic scholarships for full tuition for a two year Diesel Mechanic Program or Body Shop Mechanic Program approved by UTA. Candidates for the “Program” will be selected based upon their seniority, subject to successful completion of probation and testing. Employees who voluntarily quit will be required to repay their tuition assistance received within the 24 months preceding their separation. All courses of study must be taken during non-working hours.

Employees selected to participate in this scholarship program will be required to file and have approved an Individual Learning program agreement with the Maintenance Training Program.

To be eligible for the “Program”, an employee must be currently employed by UTA, pass their probationary period and pass an aptitude test administered by UTA. The “Program” will be made available to all Maintenance department employees by seniority.

Any unused scholarships will be made available to all bargaining unit employees and awarded in accordance with their Parts and Operations seniority.

Employees will be required to remain within their craft for a period of 24 months following receipt of the last disbursement of scholarship funds.

Upon request, an employee may skip a single semester, provided they have requested the extension and received advance approval from Maintenance Training in writing. Any individual skipping more than one semester or doing so without approval will be dropped from the program.

Any participant receiving a grade below a “C” will be dropped from the program. Participants may retake the class at their own expense and reapply to the program if they receive a “C” or better in that class and still maintain a 2.5 overall GPA.

Admission standards and pre-qualifications are required by the college, and include an admissions test, math skills and other requirements as determined by the college. These pre-requisites are the full responsibility of the employee and are not part of this Agreement.

Side Letter #5

1 If the above correctly reflects your understanding and agreement, please sign where indicated
2 below.

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Sincerely,

UTAH TRANSIT AUTHORITY

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Jay Fox
Executive Director

14 This Letter accurately reflects our agreement:

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18 Rod Dunn, President/Business Agent
19 Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
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U I A Legal Counsel

Side Letter #6

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Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 South Redwood Road, Suite B
Salt Lake City, Utah 84119

Side Letter No. 6

Re: Drug And Alcohol Testing

Dear Mr. Dunn:

This letter summarizes the agreement between Utah Transit Authority and the Amalgamated Transit Union, Local 382, regarding drug and alcohol testing of bargaining unit employees. The parties agree to the following:

Recitals

The Utah Transit Authority ("UTA") and the Amalgamated Transit Union, Local 382 (the "Union"), hereinafter collectively referred to as "the Parties", hereby agree to the terms of this Side Letter to the Collective Bargaining Agreement which supersedes the December 11, 1998 Drug and Alcohol Side Letter and all prior drug and alcohol testing Side Letters.

The Parties share concern and consideration regarding the problem of drug¹ and alcohol use in society and in the workplace. We have adopted shared interests as stated below, which have guided the development of this Side Letter and should guide any future interpretations of this Side Letter.

The Parties jointly express that our first and foremost concern is for the safety of our riding passengers, the other users of the highways and rail system, and UTA employees.

The Parties recognize that UTA and certain of its employees are subject to federal drug and alcohol testing requirements, as set forth in 49 C.F.R. Parts 40 and 655 (hereinafter, the "FTA Regulations") and the Parties agree to adhere to the requirements of those Regulations.

The Parties recognize that the Collective Bargaining Agreement, generally accepted management practices and specific past practice at UTA, gives UTA management the right to administer complete physical exams to UTA employees, and that it is the employee's obligation to cooperate fully in these exams. This procedure of giving exams is intended to protect the employee as well as the public. The exams should be conducted in such a manner

1 The terms drug, illegal drug, illicit drug, and/or controlled substance will be construed in this Side Letter to include, without limitation, narcotics, central nervous system stimulants or depressants, sedatives, anti-anxiety agents, hallucinogens, volatile hydrocarbons and petroleum derivatives, belladonna alkaloids, marijuana, hashish, synthetic (designer) chemicals, and all other controlled, habit forming or performance altering substances.

Side Letter #6

1 as to ensure factually correct exam results.

2

3 The Parties recognize that UTA has the right to continue to publish, administer, and
4 enforce drug and alcohol policies and procedures applicable to bargaining unit employees.
5 Such policies and procedures will include matters that may or may not be specifically
6 addressed in this Side Letter, including, but not be limited to, matters relating to prohibited
7 substances, treatment requirement, testing procedures, role of the substance abuse professional,
8 voluntary rehabilitation, defined positive test results, and consequences of positive test results.
9 Any such policies or procedures will be construed and applied in a manner consistent with this
10 Side Letter and the Collective Bargaining Agreement.

11

12

Testing

13

14 ***Reasonable Cause Testing.*** UTA may require an employee to undergo a drug and
15 alcohol test when facts, circumstances, evidence, physical signs or symptoms, or a pattern of
16 performance or behavior would cause a supervisor or manager to conclude that an employee
17 may be intoxicated, has diminished ability, or is under the influence of a prohibited substance.
18 This testing is separate from, and in addition to, UTA’s right to test in accordance with FTA’s
19 reasonable suspicion testing.

20

21

Post-Accident Testing.

22

23

I. **Vehicle-Related Post Accident Testing.**

24

An employee will be required to undergo a drug and alcohol test if:

25

26

27 (1) as required under the FTA regulations, the employee is involved in an accident. An
28 “accident”, as that term is defined in those Regulations, means an occurrence associated with
29 the operation of a vehicle if, as a result:

30

31

a. an individual dies;

32

33

b. an individual suffers a bodily injury and immediately receives medical
34 treatment away from the scene of the accident;

35

36

c. with respect to an occurrence in which the UTA vehicle involved is a bus,
37 electric bus, van or automobile, one or more vehicles incurs disabling damage
38 as the result of the occurrence and is transported away from the scene by a tow
39 truck or other vehicle; or

40

41

d. with respect to an occurrence in which the UTA vehicle involved is a rail car,
42 trolley car, trolley bus, or vessel, the UTA vehicle is removed from revenue
43 service; or

44

45 (2) if, in the estimation of the investigating supervisor, there are circumstances that would give
46 reason to test; examples of such circumstances are:

47

Side Letter #6

- 1 a. a violation of defensive driving rules or training;
- 2
- 3 b. a violation of motor vehicle laws or rules; or
- 4
- 5 c. a violation of a standard operating procedure or work rule relating to the
- 6 operation of a UTA vehicle.
- 7

8 Except as required under the FTA Regulations, an employee will not be required to
9 undergo a drug and alcohol test in the event of an incident involving injury to a third person
10 that occurs while a transit vehicle is stopped nor an incident involving injury to a third person
11 that occurs away from, and does not involve any contact with, a transit vehicle.

12
13 ***Non-Vehicular Industrial Accident Testing.***

14
15 Employees will be required to undergo drug and alcohol testing if they are involved in
16 a non-vehicular industrial accident that involves a person receiving medical treatment for a
17 work-related injury at a medical facility.

18
19 A. An employee will immediately report the work-related injury to the Workers'
20 Compensation Administrator or to the employee's immediate supervisor; and

21
22 B. UTA will conduct testing as follows:

23
24 1. UTA will ensure that the employee is tested for alcohol as soon as
25 practicable within eight hours after the person reported the accident if the
26 employee immediately reports an industrial accident to the Workers'
27 Compensation Administrator or to the employee's immediate supervisor or
28 manager; and

29
30 2. UTA will test the employee for drugs as soon as practicable within 32
31 hours after the employee reported the accident if the person immediately reports
32 an industrial accident to the Workers' Compensation Administrator or to the
33 person's immediate supervisor or manager.

34
35 ***Return to Duty Testing.*** All employees who previously tested positive on a drug or
36 alcohol test must test negative and be evaluated and released to duty by the UTA-designated
37 substance abuse professional before returning to work. Such employees will be required to
38 undergo frequent unannounced follow-up drug and/or alcohol testing as specified by the
39 substance abuse professional and for the period of their return-to-work agreements (up to 60
40 months).

41
42 ***Fitness for Duty Testing.*** In accordance with Article 20 of the Collective Bargaining
43 Agreement, UTA may require an employee to submit to a physical examination by a physician
44 selected and paid by UTA. If UTA requires a fitness for duty examination pursuant to Article
45 20, UTA may also require the employee to submit to drug and alcohol testing if:

46
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Side Letter #6

1 (A) the physician has reason to believe that the employee should be tested for drugs or
2 alcohol; or
3

4 (B) the physician cannot conclude that a physical reason unrelated to drugs or alcohol
5 caused, or is causing, the concern that led to the fitness for duty examination.
6

7 However, if UTA requires a fitness for duty examination pursuant to Article 20, UTA may not
8 also require the employee to submit to drug and alcohol testing if the physician concludes that
9 the reason for the concern that led to the fitness for duty examination is a physical impairment
10 unrelated to drugs or alcohol.
11

12 **Management Right to Require Medical Evaluations.** This Side Letter will not be
13 construed to limit UTA's right to require medical evaluations, but UTA will do this in a
14 reasonable manner.
15

16 **Union Review of Testing Procedures.** UTA has established and will monitor testing
17 and evidence custody procedures. The Union may review and provide input on these
18 procedures to assure appropriate handling of samples and correct test results. These procedures
19 are assumed to be valid and any change made will be implemented from that point on and will
20 not impact test results which occurred before the procedural changes.
21

22 **Transportation.** UTA will provide for transportation to the residence of an employee
23 who, as a result of drug or alcohol testing conducted after the end of the employee's regularly
24 scheduled shift, does not otherwise have transportation home. UTA will compensate an
25 employee at the employee's regular rate of pay, including applicable overtime required by law,
26 for time spent traveling to and from a UTA-designated drug and alcohol testing site if such
27 travel is required before or after the employee's regularly scheduled shift, except that no such
28 compensation will be paid to an employee undergoing return-to-duty or follow-up testing
29 following a positive test result.
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Side Letter #6

Test Results

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3 This Side Letter is intended to encompass the complete issue of drug use and misuse.
4 The failure to specifically mention a drug or substance should be assumed to mean that drug
5 or substance falls into the category of “prohibited substance other than marijuana or alcohol”
6 as an illicit or controlled substance.
7

8 ***Testing Procedures.*** The Parties agree to apply the federal regulations concerning drug
9 and alcohol testing contained in the FTA Regulations. The Parties agree to jointly select the
10 Medical Review Officer (MRO) to be used during the term of this Side Letter.
11

12 ***Split Samples.*** All urine samples, for all types of tests, will be collected using the split
13 sample method set forth in 49 C.F.R. Part 40, as amended or superceded.
14

15 ***MRO Review.*** As set forth in the FTA Regulations, all positive laboratory drug tests
16 shall be privately reviewed by a MRO before a test result will be considered positive. This
17 procedure shall be used for all types of testing.
18

19 ***Positive Marijuana Test Results.*** If an employee’s sample is found to contain
20 marijuana, the employee will immediately be taken out of service and placed on an approved
21 leave without pay. In order to return to work, the employee may take a second exam anytime
22 within 30 days. If the results of the second exam show no presence of marijuana, then the
23 employee will be eligible to agree to a Return-to-Work Behavioral Agreement and resume
24 their regular duties. If the results of the test of the second sample show presence of marijuana,
25 but less than the previous sample, then the employee will be allowed to wait for a period not
26 greater than 30 days and submit to another test. If the results of the second exam show presence
27 of marijuana greater than the previous sample or shows the presence of any other prohibited
28 substance, the employee will be terminated.
29

30 ***Positive Drug Test for Other Than Marijuana.*** An employee with a positive drug test
31 for any prohibited substance other than marijuana or alcohol will receive a suspension without
32 pay for 21 calendar days. In order to return to work, the employee must take a second exam
33 following the suspension. If the results of the second exam show no presence of any prohibited
34 substance, then the employee will be eligible to agree to a Return-to-Work Behavioral
35 Agreement and resume their regular duties. If the results of the second exam show presence
36 any prohibited substance, the employee will be terminated.
37

38 ***Positive Alcohol Test Results.*** A positive breath alcohol test means a level of 0.02 or
39 greater. UTA may require an employee with a confirmed alcohol test level of 0.02 to 0.03999
40 to sign a Return-to-Work Behavioral Agreement, pass a subsequent alcohol test, and pass an
41 evaluation by a substance abuse professional, as a condition of returning to work.
42

43 No employee shall consume alcohol within five hours before reporting for duty or
44 consume or be under the influence of alcohol while at work or on UTA property. No employee
45 shall be in possession of an opened container of an alcoholic beverage while at work (including
46 breaks and lunches) or on UTA property. No employee shall transport any alcohol in an UTA
47 vehicle or distribute, transact or sell alcohol while at work or on UTA property. Failure to

Side Letter #6

1 adhere to a requirement of this paragraph may result in the termination of the employee.
2

3 ***Return-to-Work Behavioral Agreement.*** A Return-to-Work Behavioral Agreement
4 will at a minimum include an agreement to not use illegal or illicit drugs including marijuana,
5 and alcohol, an agreement to submit to future testing, an agreement to no future positive test
6 results, an agreement to participate in and submit continuing documentation from a UTA-
7 approved drug treatment or counseling program, and an agreement that a subsequent positive
8 test will constitute notice of the employee's resignation from UTA.
9

10 **Medication Reporting**

11
12 An employee who is taking a properly prescribed drug that has been approved by the
13 employees' physician for use while working, but who fails to submit a medication reporting
14 form to UTA within seven days of returning to work, will be relieved from duty without pay.
15 The employee may return to work upon submission of a completed UTA medication reporting
16 form.
17

18 **Employee Assistance Program**

19
20 The Parties agree to continue the Employee Assistance Program throughout the term
21 of this Side Letter.
22

23 **Discipline Review and Arbitration**

24
25 Neither the Union nor any employee may seek a discipline review of, nor arbitrate, a
26 termination based on:
27

28 (A) the employee incurring a positive marijuana sample within 30 days after the prior
29 positive sample, when the results of the second sample are greater than the results of the first
30 sample;
31

32 (B) except as provided in paragraph (A), the employee incurring a positive return-to-
33 work test for a prohibited drug following a prior positive test;
34

35 (C) the employee violating a procedure of, or discontinuing, a UTA-approved treatment
36 or counseling program entered into by the employee following a positive test for marijuana or
37 another prohibited drug; or

Side Letter #6

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(D) the employee testing positive for alcohol, marijuana, or other illegal or illicit drugs contrary to a Return-to-Work Behavioral Agreement, except that the Union or an employee may seek a discipline review of, or arbitrate, a termination of the employee based on such a positive test if the test was a reasonable cause test or a fitness for duty test, as each such test is described in this Side Letter.

Except as specifically limited in this Side Letter, the Union shall maintain the rights of discipline review and arbitration as established under the Collective Bargaining Agreement.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 38

DocuSigned by:
David Wilkins
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UTA Legal Counsel

Side Letter # 7

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[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 7

Re: Lateral Transfers and Shift Bids for Transit Vehicle Technicians

Dear Mr. Dunn:

This letter acknowledges the agreement between the ATU Local 382 and UTA regarding lateral transfers and shift bids for Transit Vehicle Technicians (TVT). In the event UTA hires a TVT who does not meet the minimum age requirement to possess a CDL with a passenger endorsement, should that TVT later bid on a lateral transfer to a different shift or division, they will have to meet the specific CDL requirements for that specific shift or division to be eligible for the lateral transfer. UTA is the sole judge of the CDL requirements for each shift and division.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
5E3257B1CF024B9...
UTA Legal Counsel

Side Letter #8

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Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 8

10 Re: Operators Trading Shifts

11 Dear Mr. Dunn:

12 This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the
13 Amalgamated Transit Union (ATU) Local 382, regarding Operators trading work. The
14 parties agree to the following:
15

16 Each Business Unit may elect on a trial basis to allow Operators to trade work. UTA
17 management will establish the criteria for which the trade is allowed and all trades must be
18 approved in writing by UTA Operations Management.
19

20 Operators who trade work, waive all contractual overtime premiums and minimum
21 guarantees. The ATU or UTA may abolish this program at any time.
22

23 If the above correctly reflects your understanding and agreement, please sign where indicated
24 below.
25

26 Sincerely,

27 UTAH TRANSIT AUTHORITY

28 Jay Fox
29 Executive Director
30

31 This statement accurately reflects our agreement:
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42 _____
43 Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
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UTA Legal Counsel

Side Letter #9

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Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 9

10 Re: Protective Footwear for Frontrunner and TRAX Operators

11
12 Dear Mr. Dunn:

13
14 This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the
15 Amalgamated Transit Union (ATU) Local 382, regarding protective footwear requirements for
16 Frontrunner and TRAX Operators. The parties agree to the following:
17

18 UTA will provide Frontrunner and TRAX Operators with an allowance to purchase protective
19 footwear from a vendor of their choosing, provided that the footwear meets the protective
20 footwear criteria list. After each employee reaches their anniversary date UTA will award to the
21 employee a footwear allowance to their current uniform allowance P-Card. This allowance is
22 non-cumulative. Employees shall maintain their protective footwear in good repair without
23 excessive tears, sole, toe, or heel damage. Employees with exceptional needs such as requiring
24 prescription boots, winter boots, or needing replacement of damaged boots within one year of
25 purchase may be eligible for additional consideration. Such needs will be decided on a case-by-
26 case basis with final approval being made by the manager or executive. All other terms and
27 conditions of Article 33, Appearance and Uniforms are applicable.
28

29 If the above correctly reflects your understanding and agreement, please sign where indicated
30 below.
31

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

41 This statement accurately reflects our agreement:
42

43 _____
44 Rod Dunn, President/Business Agent
45 Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
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U I A Legal Counsel

Side Letter #10

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Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No.10

10 Re: TRAX Operator External Hires – Transfers

11
12 Dear Mr. Dunn:

13
14 The Utah Transit Authority will begin hiring TRAX Operators from external candidates due to a
15 limited number of interested or qualified internal applicants. The authority will continue to hire
16 from the TRAX Operator roster prior to hiring from the outside, as required by Article 45 of the
17 Collective Bargaining Agreement (CBA).

18
19 The UTA and ATU have agreed on the following changes to the CBA in order to address this
20 new practice. TRAX Operators will be eligible to transfer to Fixed Route or Flextrans consistent
21 with the language in Article 48 of the CBA, Transfers Between Flextrans and Fixed Route. If an
22 operator is offered a transfer and there are not enough TRAX Operators or individuals on the
23 TRAX Operator roster to operate the system, the TRAX Operator scheduled to transfer shall
24 remain in TRAX until a replacement TRAX Operator is trained.

25
26 The parties also agree that the language in Article 47 of the CBA referring to November/
27 December Change Day bid will only apply to TRAX Operators who have previously worked as a
28 Fixed Route Operator.

29
30 If the above correctly reflects your understanding and agreement, please sign where indicated
31 below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

41 This statement accurately reflects our agreement:

42
43 _____
44 Rod Dunn, President/Business Agent
45 Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
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U I A Legal Counsel

Side Letter #11

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Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 11

Re: Transit ASE Certification Pay for Bus Journeyist and Bus A-Level Mechanics

Dear Mr. Dunn:

The Utah Transit Authority will pay any Bus Journeyist and Bus A-Level Mechanic an additional \$0.50 per hour for each ASE certification attained. (H2 Transit Bus Diesel Engines, H4 Transit Bus Brakes, H6 Transit Bus Electrical & Electronic Systems, H7 Transit Bus Heating Ventilation and Air Conditioning). Bus Journeyist and Bus A-Level Mechanics who obtain all four certifications will be paid a total premium of \$2.00 per hour. Bus Journeyist and Bus A-Level Mechanics who obtain all four certifications will be classified as a Master Journeyist. To receive this pay and title the mechanic must remain ASE certified. ATU and UTA reserve the right to negotiate similar premiums in other crafts.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
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UTA Legal Counsel

Side Letter #12

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Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 12

10 Re: Body Shop ASE Certification Pay for Body Shop Journeyist and Body Shop A-Level
11 Mechanics

12
13 Dear Mr. Dunn:

14
15 The Utah Transit Authority will pay any Body Shop Journeyist and Body Shop A-Level
16 Mechanic an additional \$0.50 per hour for each ASE certification attained. (B2 Painting and
17 Refinishing, B3 Non-Structural Analysis and Damage Repair, B4 Structural Analysis and
18 Damage Repair, B5 Mechanical and Electrical Components). Body Shop Journeyist and
19 Body Shop A-Level Mechanics who obtain all four certifications will be paid a total
20 premium of \$2.00 per hour. Body Shop Journeyist and Body Shop A-Level Mechanics who
21 obtain all four certifications will be classified as a Master Journeyist. To receive this pay and
22 title the mechanic must remain ASE certified. ATU and UTA reserve the right to negotiate
23 similar premiums in other crafts.

24
25 If the above correctly reflects your understanding and agreement, please sign where indicated
26 below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

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38 This statement accurately reflects our agreement:

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42 Rod Dunn, President/Business Agent
43 Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
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UTA Legal Counsel

Side Letter #13

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Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 13

Re: Premium Pay Program for Line and Signal Technicians

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union Local 382 regarding the creation of a premium pay program for Line and Signal Technicians. The parties agree to the following:

1. UTA will pay Line and Signal Technicians an additional \$1.00 per hour for the successful completion of the Union Pacific Railroad Signalman School offered through the Salt Lake Community College. Employees eligible for this program will complete each of the four phases designated below and the following criteria are applicable.

- Phase 1 - Basic Signaling Theory
- Phase 2 - Grade Crossing and Equipment
- Phase 3 - Railroad Signaling Relays and Equipment
- Phase 4 - Coded Track Circuits and Related Equipment

- a. Participants must have topped out at the A-Level/Journeyist mechanic rate in order to receive the additional \$1.00 per hour as outlined in Section 1 of this agreement.
- b. All four phases will be attended consecutively.
- c. A minimum of a 75% is required in order to pass each phase.
- d. UTA will pay for books, tuition, and fees for approved participants.
- e. Participants may attend classes on (paid) company time provided they abide the conditions of this agreement.
- f. Any participant receiving a grade below a 75% will be dropped from the program. Participants may then be disqualified or required to retake the test and/or class depending on Union Pacific's discretion. Disqualified employees will be dropped from the program for a period up to one year.

Side Letter #13

- 1 2. UTA will pay Line and Signal Technicians an additional \$1.00 per hour for the successful
- 2 completion of the Lineman-Cableman's Training Basics course offered through the Railroad
- 3 Educational Bureau. Employees eligible for this program will complete each required test as
- 4 designated by the Railway Educational Bureau. The following criteria are applicable.
- 5
- 6 a. In order to be eligible for the Lineman-Cableman's Training Basics course
- 7 participants must first successfully complete the Union Pacific Railroad Signalman
- 8 School as outlined in Section 1 of this agreement.
- 9 b. A minimum of a 70% is required in order to pass each test.
- 10 c. UTA will pay for books, tuition, and fees for approved participants.
- 11 d. Classes and/or tests will be completed on the participants own (unpaid) time.
- 12 e. Any participant receiving a grade below 70% will be dropped from the Lineman-
- 13 Cableman's Training Basics course. Participants may retake the class and/or test at
- 14 their own expense and reapply to the program if they receive a 70% or better.
- 15

16 If the above correctly reflects your understanding and agreement, please sign where indicated
17 below.

18
19 Sincerely,

20
21 UTAH TRANSIT AUTHORITY

22
23
24
25 Jay Fox
26 Executive Director
27

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30 This statement accurately reflects our agreement:

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34 _____
35 Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
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UTA Legal Counsel

Side Letter #14

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Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 14

Re: Flexible Route /Route Deviation for Salt Lake County

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union, Local 382 regarding the operation of flexible routes. The parties agree to the following:

Parties agree that Flextrans Operators, covered by the Collective Bargaining Agreement between ATU and UTA, will continue to operate flexible service routes (route deviation) in the Salt Lake County service area.

Route deviation affords a degree of demand response service for customers. Additionally, this service provides flexible routes that deviate from specific location points on a schedule in order to provide demand response service for customers.

Flexible or deviated routes/runs will be identified separately at run cut and change days and bid by operators along with other Paratransit work.

At least annually, UTA will review data and related scenarios with ATU concerning flexible routing runs and its impact to the community and the workforce.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
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UTA Legal Counsel

Side Letter #15

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Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 15

Re: Change Day/Work Schedule Review Process

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU), Local 382 regarding the Change Day/Work Schedule Review Process. The parties agree to the following:

Bid Debrief Meeting

Within 30 days following each Change Day, the UTA and ATU will conduct a meeting within each business unit to debrief the previous bid (The "Debrief Meeting"). The ATU will appoint representatives who worked in the bid room during the Change Day to attend the Debrief Meeting. UTA will pay for the time spent for ATU Representatives who worked the bid (up to 6 at SLBU and up to 2 in all other Business Units) to attend and participate in the Debrief Meetings at their regular straight time hourly rate.

Headways Review Process

On the first Monday following each Change Day, UTA will provide the Union with a copy of the headways for the current Change Day that just started. Included in the Headways will be the "Snow Routing Detour" maps. The "Snow Routing Detour" maps will be part of this process throughout the remainder of this process. The Authority reserves the right to change "snow routing" if the routing is no longer safe due to road conditions. In the SLBU, the Union will appoint three representatives, who will each receive eight hours of straight-time pay, each to provide feedback and propose changes to the SLBU Operations Planning Representatives. At least 104 days before the next Change Day, the Union-appointed representatives will meet with the SLBU Operations Planning Representatives to discuss the feedback and proposed changes. The Union-appointed representatives will be paid straight-time for attending these meeting.

At least 97 days before the next Change Day, the SLBU Operations Planning Representatives will meet with the Union-appointed representatives to inform them of proposed changes made, and give reasons for proposed changes not made. The Union-appointed representatives will be paid straight-time for attending these meetings.

Blocking Meeting #1

At least 72 days before the Change Day, the SLBU Operations Planning Representatives will provide the Union with Blocks. In the SLBU, the Union will appoint three representatives,

Side Letter #15

1 who will each receive six hours of straight-time pay to review the Blocks. At least 65 days
2 before the Change Day, the SLBU Operations Planning Representatives and three Union-
3 appointed representatives will meet. The Union-appointed representatives will be paid
4 straight-time for attending these meetings. The SLBU Operations Planning Representatives
5 will consider the Union’s recommendations, make changes where possible, and give reasons
6 for proposed changes not made.

7
8 **Run Cut Meeting**

9 UTA will provide the ATU appointed Representatives with the preliminary run cut scenarios
10 in advance of the run cut meetings so they have enough time to review them and come to the
11 meeting prepared for discussions. The preliminary run cut scenarios will be provided to the
12 ATU appointed representative no less than five (5) days before the scheduled run cut
13 meetings(s) not counting CBA recognized holidays as part of those five (5) days. The SLBU
14 will pay three ATU appointed representatives and the other Business Units will pay up to two
15 ATU appointed Representatives eight hours each in order to go through the run cut scenarios
16 and prepare for the upcoming run cut meeting.

17
18 UTA and ATU agree to hold a meeting with each Business Unit prior to each Change Day
19 for the purpose of discussing run cut scenarios. ATU has the right to appoint three
20 representatives for the SLBU meeting and up to two ATU representatives for each other
21 Business Unit meeting (the "ATU Appointed Representatives"). UTA will pay for the time
22 spent by the ATU Appointed Representatives to attend the run cut meetings at their regular
23 straight time hourly rate. Both the UTA and ATU agree to appoint individuals to attend the
24 run cut meetings who have enough time and interest to do the work required to make the
25 meeting productive. UTA will provide the ATU Appointed Representatives with the run cut
26 scenarios in advance of the run cut Meeting so they have enough time to review them and
27 come to the meeting prepared for the discussion.

28
29 Consistent with past practices, UTA agrees to discuss, among other things, routes which may
30 not have adequate layover time, with the ATU. By mutual agreement of both parties, the
31 above timelines and days can be changed as parties deem necessary.

32
33 If the above correctly reflects your understanding and agreement, please sign where indicated
34 below.

35
36 Sincerely,
37 UTAH TRANSIT AUTHORITY

38
39 Jay Fox
40 Executive Director

41
42 This statement accurately reflects our agreement:

43
44 _____
45 Rod Dunn, President/Business Agent
46 Amalgamated Transit Union, Local 382
47

DocuSigned by:
David Wilkins
5E3257B1CF024B9...
UTA Legal Counsel

Side Letter #16

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Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 16

Re: FrontRunner Operator Decertification with Pay

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU), Local 382 regarding FrontRunner (FR) Operators working during their first FRA mandated decertification and suspension period.

Supporting Information

CFR 240.117(b) through (c)(1) and (c)(2) describes the type of Operator that is eligible for this agreement. The six rule violations for which a FR Operator maybe be decertified are identified in CFR 240.117 (e)(1) through (e)(6).

If an Operator is decertified, the suspension for the first offense shall be for a period of one month (see 240.117 (g)(3)(i)). The CFR allows UTA to reduce the decertification period by half (see 240.117(h)(5)). UTA may or may not reduce suspension periods by half. Each instance will be handled on a case by case basis.

An Operator who has had a first offense and has another offense within 24 months of the first offense, will not be eligible for the terms of this agreement. An operator who has a first offense and has another offense after 24 months of the first offense, will be eligible for the terms of this agreement.

Agreement

A FR Operator who commits a first offense of one of the operating practices listed in CFR 240.117 (e)(1) through (e)(4) shall be eligible to choose one of the following options during their suspension period:

- A. Perform work and duties as assigned by UTA for the entire suspension period.
- OR
- B. Serve all of the required suspension period using allotted vacation and/or accrued personal time and/or unpaid leave.
- OR
- C. A combination of A and B. to be determined by the Operator prior to the start of the suspension

IF an Operator chooses to work part or all of their suspension period:

Side Letter #16

- 1 • UTA will determine the tasks and duties that an Operator will perform. Assigned
- 2 duties will not take the place of other bargaining unit employees in Maintenance or
- 3 Parts.
- 4 • UTA will pay 90% of the employee’s regular wage for work performed.
- 5 • The Operator will work their normal bid shift and days off during this period, limited
- 6 to 40 hours per week.
- 7

8 At any time during the suspension period, if UTA has no work for an Operator to perform the
 9 Operator will be sent home, and the Operator may use accrued vacation, personal time,
 10 and/or unpaid leave to cover days that work is not performed. If work becomes available,
 11 UTA will notify the Operator twelve hours prior to the normally scheduled shift and will give
 12 the Operator the option to accept the work.

13
 14
 15 The following Operators are not eligible to select Options A, B, or C identified above:

- 16
- 17 • An Operator who is engaged in behavior or actions that caused him/her to violate
- 18 240.177 (e)1 through (e)(4)
- 19 • An Operator who violates CFR 240.117 (e)(5) (tampering with or knowingly
- 20 operating a train with a defective safety device) or CFR 240.117 (e)(6) (using or
- 21 carrying alcohol and or controlled substances).
- 22 • An Operator who has had a first offense under CFR 240.117 (e)(1) through (e)(6)and
- 23 has a second offense within 24 months following the first offense. However, an
- 24 Operator who has a first offense and has a second offense more than 24 months after
- 25 the first offense will be eligible to select Options A,B, or C identified above to apply
- 26 to the suspension period.
- 27

28 If there are any relevant changes to this CFR or other Federal Rules, UTA and the ATU will
 29 handle them outside of this agreement.

30
 31 Sincerely,

32
 33 UTAH TRANSIT AUTHORITY

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 37 Jay Fox
 38 Executive Director

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 41 This statement accurately reflects our agreement:

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 44 _____
 45 Rod Dunn, President/Business Agent
 46 Amalgamated Transit Union, Local 382

DocuSigned by:

 5E3257B1CF024B9...
 UTA Legal Counsel

Side Letter #17

[date]

1
2 Mr. Rod Dunn, President/Business Agent
3 Amalgamated Transit Union, Local 382
4 2261 S. Redwood Road, Suite B
5 Salt Lake City, UT 84119
6

7 **Side Letter No. 17**
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10 Re: Lump Sum Signing Bonus
11

12 Dear Mr. Dunn:
13

14 This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the
15 Amalgamated Transit Union, Local 382 regarding UTA's lump sum signing bonus to
16 employees. The parties agree to the following:
17

18 Within 30 days of both the ATU and the UTA ratification, UTA will make a one-time lump
19 sum signing bonus to Full-Time employees of \$1000 and to Part-Time employees of \$500. In
20 order to be eligible for the one-time lump sum signing bonus, employees must be employed
21 in the bargaining unit on the date of ratification of this agreement.
22

23 If the above correctly reflects your understanding and agreement, please sign where indicated
24 below.
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26

27 Sincerely,
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29 UTAH TRANSIT AUTHORITY
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32 Jay Fox
33 Executive Director
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37 This statement accurately reflects our agreement:
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40 _____
41 Rod Dunn, President/Business Agent
42 Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
5E3257B1CF024B9...
UTA Legal Counsel

Side Letter #18

[date]

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Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 18

10 RE: Maintenance Internship Pilot Program

11
12 This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the
13 Amalgamated Transit Union, Local 382 (ATU) regarding the establishment of maintenance
14 internships in the maintenance crafts.

15
16 **Purpose**

17 The purpose of establishing internships is not to replace bargaining unit positions. The
18 internship pilot program (program) is intended to provide limited hands on experience to
19 interns and to provide the UTA maintenance department another option for recruiting talent
20 from bonafide maintenance trade programs. The option of recruiting using an internship
21 program allows UTA to hire employees right out of college before they accept jobs with our
22 competitors and will increase the likelihood of UTA being a potential candidate’s first choice
23 for employment. There is a large number of current UTA mechanics eligible for retirement in
24 the next 5 years, this program will allow UTA’s current employees to educate and help
25 attract future employees that they know are skilled and capable to do the work.

26
27 The parties acknowledge the efforts of the ATU and the represented maintenance employees
28 in helping advance the efforts of the State of Utah to increase the interest in the maintenance
29 trades and crafts and helping ensure continued success of UTA.

30
31 **Internships**

32 Internships are intended to provide individuals pursuing education in the maintenance trades
33 with practical application of mechanical skills with exposure to the different maintenance
34 crafts. High school level interns are expected to observe and learn about the maintenance
35 crafts. College and trade school level interns enrolled in a bonafide maintenance trade
36 program, related to the work performed at UTA, will be expected to act professionally and
37 perform limited hands on tasks under the direct supervision of an experienced bargaining unit
38 mechanic. Interns will not perform tasks on their own.

39
40 **Agreement**

- 41
- 42 • UTA may establish temporary internships within the maintenance crafts.
 - 43 • Maintenance internships are not subject to any of the rights established in the
44 Collective Bargaining Agreement (CBA).
 - 45 • No intern wage will exceed the hourly rate of any bargaining unit Employee.
 - 46 • No intern will independently perform bargaining unit tasks.
 - No Bargaining Unit Employee will be disciplined for the behavior of an intern.

Side Letter #18

- 1 • UTA will collect feedback from Maintenance Training regarding the program. The
- 2 parties at the union’s request will meet quarterly during the first year to review the
- 3 program and thereafter annually or upon request.
- 4 • Interns’ weekly time at UTA will not exceed 29 hours.
- 5 • Internships are intended to coincide with bonefide maintenance trade programs and
- 6 schedules which last approximately 12 months.
- 7 • Interns’ experiences will not hinder the work needed by UTA employees to meet
- 8 training expectations or apprenticeship modules.
- 9 • In the unlikely event of layoffs UTA will layoff paid maintenance interns before any
- 10 bargaining unit employee.

11
12 If the above correctly reflects your understanding and agreement, please sign where indicated
13 below.

14
15 Sincerely,
16
17 UTAH TRANSIT AUTHORITY

18
19
20
21 Jay Fox
22 Executive Director
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24
25 This statement accurately reflects our agreement:

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28 _____
29 Rod Dunn, President/Business Agent
30 Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
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UTA Legal Counsel

Side Letter #19

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Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 19

Re: ATU/UTA Working Conditions Meeting

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU), Local 382 regarding the ongoing commitment to discuss working conditions at UTA. The Parties agree that:

- On or before July 1st of each year of this contract, UTA and ATU will meet to discuss working conditions as UTA begins budget and goal preparations for the following year.
- Participants will be the CPO, COO, HR & Labor Relations Director, one RGM assigned by UTA, the Union President, the Union Vice President, the Union Treasurer, and the Union ABA of Maintenance and Operations.
- This meeting is not intended to replace or restrict either sides' ability to address or discuss working conditions at any other time, but to enhance and continue both parties' shared interests in a formal and planned meeting.
- Both Parties agree to work collaboratively on considering innovative solutions to ongoing or emergent issues.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
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UTA Legal Counsel

Side Letter #20

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Rod Dunn, President / Business Agent
Amalgamated Transit Union, Local 382
2261 South Redwood Road, Suite, G
Salt Lake City, Utah 84119

Side Letter No. 20

Re: UTA Onsite Clinic

Dear Mr. Dunn:

This letter reflects our agreement to allow Bargaining Unit employees and dependents enrolled in a UTA health insurance plan to participate in the Onsite Health Clinic UTA may establish in Fall. The Onsite Clinic offered will be funded solely by the UTA, using no funds from the Joint Insurance Trust, therefore not subject to the Joint Insurance Committee noted in Article 25 of the parties Collective Bargaining Agreement.

If UTA chooses to open the Onsite Health Clinic, parties have agreed to the following terms:

- Doctor/patient privilege applies to anyone using the clinic(s).
- ATU will appoint a representative to serve on any provider recruitment selection panel.
- At least two times per year UTA will meet with the ATU to discuss the clinic performance. During these meetings, UTA will provide any reports to the Union that are created concerning the bargaining unit employee utilization, including usage statistics, and overview of specific services utilized, and copies of any reports concerning the bargaining unit.
- UTA will give the Union 60 days-notice before closing any clinic to allow time for the Union and UTA to discuss potential alternatives.

Nothing in this agreement commits the Authority to offer a health clinic or maintain one if one is established.

Side Letter #20

1 If the above correctly reflects your understanding and agreement, please sign where
2 indicated below:
3

4 Sincerely,

5
6 UTAH TRANSIT AUTHORITY
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9
10 Jay Fox
11 Executive Director
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13
14 This statement accurately reflects our agreement:
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16
17 _____
18 Rod Dunn, President/Business Agent
19 Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
5E3257B1CF024B9...
UTA Legal Counsel

Side Letter #21

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Rod Dunn, President / Business Agent
Amalgamated Transit Union, Local 382
2261 South Redwood Road, Suite, G
Salt Lake City, Utah 84119

Side Letter No. 21

Re: Rail Apprenticeship Programs

Dear Mr. Dunn:

The FrontRunner and MOW Maintenance Apprenticeship Programs will have the outline of an Apprenticeship Program with the modules and hours identified submitted to UTA and the Union Bargaining Committees for approval. Once the UTA and Union Bargaining Committee approve the submitted information, an outline of the program(s) will be submitted to the USDOL for apprenticeship approval no later than January 31, 2021. No later than 30 days after the programs' outline is submitted to the USDOL for approval, the first group of maintenance employees will begin training in their first program's modules.

The same criteria as above will apply to the TRAX Maintenance Apprenticeship Program with the change being their outline with modules and identified hours will be submitted to the UTA and the Union Bargaining Committees for approval, and an outline of the program submitted to the USDOL no later than April 1, 2020.

(Bridging language concerning Article 59 and 60, and crafting language for adding the training programs to Side Letter #3):

When the Rail Maintenance Programs in their respective group begin training the maintenance employees in their first module, UTA and the ATU will meet to discuss amending the language in Articles 59 and 60, and crafting language for amending Side Letter #3 or adding additional Side Letters to incorporate the FrontRunner, MOW, and TRAX Maintenance Apprenticeship Programs into the Collective Bargaining Agreement.

If the above correctly reflects your understanding and agreement, please sign where indicated below:

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

Side Letter #21

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This statement accurately reflects our agreement:

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
5E3257B1CF024B9...
U1A Legal Counsel

Side Letter #22

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Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 22

Re: Medical Insurance Information

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU Local 382) regarding medical insurance decisions made by the Joint Insurance Committee (JIC), in addition to the contractual agreements in Article 25:

- Year 1 of 2023-2024 plan year, there will be no increases to the employee’s out of check premiums.
- Year 1 of the 2023-2024 plan year, there will be no changes to the decrements of the insurance plans.

The JIC also agreed to following:

- Bariatric surgery is added as part of the insurance Plan for both Carriers.
- Employees now have the opportunity to add Domestic Partners to that Employee’s Insurance Plan provided the Plan’s Carrier’s requirements are met and satisfied before the Domestic Partner can be added .
- Employees do not have to deplete their Paid Time Off (vacation, personal time, and floating holiday) before receiving qualified Short-Term Disability (STD) benefits.

If the above correctly reflects your understanding and agreement, please sign where indicated below:

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
5E3257B1CF024B9...
U1A Legal Counsel

Side Letter #23

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[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 23

Re: Operator Safety and Wellbeing

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU), Local 382 regarding the ongoing commitment to Operator Safety and Wellbeing.

Below is a list of safety items that the UTA and ATU will look into to improve operator safety and wellbeing. The following list is not all inclusive and does not preclude either party from adding additional items to the list in the future:

- Safety and security posters/signage will immediately be designed by both the UTA and Union working together, and then placed in noticeable locations on buses where passengers will be able to notice and read them instantly.
- Installing barriers, agreed upon by both parties, in buses and assign them to routes that experience more incidents and problems than other routes in the system.
- Moving EOL's, bus stops, and "hold time" areas out of unsafe locations.
- Placing pictures of trespassed individuals in all BU's. Discussing posting pictures of other offending passengers that may not have been trespassed.
- Review TCC's process when handling an Operator's calls for assistance. Both parties want to ensure the Operator's and passengers' safety is treated as the most important issue and that assistance is sent quickly.
- Sending "all-call" messages to other Operators when a passenger/member of the public has been reported as threatening or unruly to an Operator or the transit system.
- Ensuring green sheets, incident report, police reports, and other information is provided to the ATU in a timely manner. This information will be used to assess hot spots and other safety issues and to assist them in their responsibility of addressing safety issues

If the above correctly reflects your understanding and agreement, please sign where indicated below:

Sincerely,

UTAH TRANSIT AUTHORITY

Side Letter #23

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This statement accurately reflects our agreement:

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

Jay Fox
Executive Director

DocuSigned by:
David Wilkins
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UTA Legal Counsel

Side Letter #24

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[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 24

Re: Operator Safety and Wellbeing Task Team

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU) Local 382 regarding the ongoing commitment to establish an Operator Safety and Wellbeing Task Team.

- No later than August 2023, UTA and ATU will form a task team consisting of UTA and ATU members (not less than 10 total) to focus on Operator Safety, Health, Mental Health and Wellbeing.
- The ATU members will be appointed by the ATU leadership and the UTA Labor Office will appoint the UTA members.
- The Labor office and ATU leadership will establish a charter for this task team. The charter will layout who is on the team, team members responsibilities, and what the team will focus on.
- This task team is not intended to replace or restrict either sides' ability to address or discuss Operator safety, health, mental health, and wellbeing at any other time or in other venues, but to enhance and continue both parties' shared interests in developing and providing ideas and solutions.
- Both Parties agree to work collaboratively on considering innovative solutions to ongoing or emergent issues.
- This Committee will give recommendations, ideas and updated reports to the ATU Union Office and the UTA Labor Relations Office. Items from this group may be added to the list in sideletter 23.

If the above correctly reflects your understanding and agreement, please sign where indicated below:

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

Side Letter #24

1 This statement accurately reflects our agreement:
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5 _____
6 Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
5E3257B1CF024B9...
U I A Legal Counsel

Side Letter #25

1 Mr. Rod Dunn, President/Business Agent
2 Amalgamated Transit Union, Local 382
3 2261 S. Redwood Road, Suite B
4 Salt Lake City, UT 84119
5

6 **Side Letter No. 25**
7

8 Re: FTA Mandated JSC Charter
9

10 Dear Mr. Dunn:

11
12 This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the
13 Amalgamated Transit Union (ATU), Local 382 regarding the implementation of the FTA
14 Mandated TASP.
15

16 This letter acknowledges that both parties have agreed to the TASP as sent to the FTA for the
17 year 2023. This memo also indicates that there are additional items that need to be addressed
18 to improve how the JSC communicates, functions, and shares information.
19

20 Specifically, there are items that the committee needs to address not limited to only what is
21 listed below:

- 22 - Assault mitigation.
- 23 - The creation of a charter to govern the committee and implementation and workings of
- 24 the TASP by the end of second quarter 2023.
- 25 - What data will be gathered, measured, and how it will be used to make decisions.
- 26 - Timely and regular flow of safety related information and data to the ATU Local 382
- 27 as requested.
- 28 - Deeper review of the TASP and its role out.

29
30

31 If the above correctly reflects your understanding and agreement, please sign where
32 indicated below:

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Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

Side Letter #25

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This statement accurately reflects our agreement:

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
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UTA Legal Counsel