

**COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**BEN-FRANKLIN TRANSIT**

**and**

**LOCAL UNION NO. 839,  
TEAMSTERS, WAREHOUSEMEN, GARAGE EMPLOYEES & HELPERS**

**Covering**

**Administrative Assistants**

**May 1, 2021, through April 30, 2026**

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## **Preamble**

This Agreement is made and entered into between Ben-Franklin Transit, hereinafter referred to as "BFT" or "Employer," and Local 839 of the Teamsters, Warehousemen, Garage Employees Helpers Union, hereinafter referred to as "Teamsters" or "Union."

This Agreement is intended to promote and shall be so construed and interpreted as to carry out the following general purposes:

The promotion of collaborative relations between BFT and the Union.  
The expectation of cooperation among all employees of BFT.  
The maintenance of the most satisfactory service to the traveling public.  
The fostering of public sentiment favorable to the operations of BFT.  
The enhancement of customer's quality of life by promoting independence through excellent transportation, with continuous improvement.  
We affirm a partnership of honesty, compassion, and personal accountability.  
Daily we dedicate ourselves to positive attitudes towards customers, co-workers and the public.

In accordance with the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act, and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

## **Article 1 Recognition**

- 1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative of the regular full-time and regular part-time Administrative Assistants. The employer does not employ "non-regular" employees; however, if Ben Franklin Transit were to employ non-regular employees to perform covered bargaining unit work and the Union allowed same to occur, Teamster pension contributions would be paid. Temporary and non-regular employees are not included in the bargaining unit.
- 1.2 The bargaining unit to which this Agreement is applicable consists only of Administrative Assistants. Employees who are not within the bargaining unit include supervisors, confidential employees, and all other employees of the Employer. All the elected officials and officers of the Employer are excluded from the bargaining unit.

The employer does not employ "temporary" employees; however, if Ben Franklin Transit were to employ temporary employees to perform covered bargaining unit work, and the Union allowed same to occur, Teamster pension contributions would be paid.

- 1.3 The Union recognizes that the Employer's management personnel and non-represented personnel are not precluded nor restricted from performing any and all types of work performed by the bargaining unit members on a temporary or emergency basis. The Western Conference of Teamsters Pension Trust (W.C.T.P.T.) can be assured management intends to manage the operation and not perform bargaining unit work, however, if management were to perform more than an incidental quantity of bargaining unit work the W.C.T.P.T. will be duly notified.

## **Article 2 Management Rights**

- 2.1 The Union recognize the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not specifically and expressly covered or treated by the language of this Agreement shall be administered for the duration of this Agreement by the Employer in accordance with such policies and/or procedures as the Employer, from time-to-time, may determine. The Employer's prerogatives include, but are not limited to, the following matters:
- 2.2 The right to establish and institute any and all work rules and procedures upon reasonable notice to bargaining unit members. The Employer has the right to develop and adopt, as well as administer personnel rules and policies, which cover matters not specifically described in this Agreement. Further, the Employer has the right to make changes and/or modifications to the Administrative Assistants Rules and Policy Manual and employee(s) shall abide by said changes. All personnel rules and policies developed by the Employer which are intended to be applicable to Union members shall be in written form and either posted on appropriate bulletin boards and/or provided to affected employees and copies shall be sent to the Local Union office.
- 2.3 The right to schedule any and all work and overtime work and any and all methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
- 2.4 The right to hire, transfer, layoff and promote employees as deemed necessary by the Employer in accordance with the provisions of this Agreement.
- 2.5 The right to discipline any and all employees as provided in this Agreement.
- 2.6 The right to make any and all determinations as to the size and composition of the work force, and the work to be performed.
- 2.7 The parties understand and agree that incidental duties reasonably connected with bargaining unit work, not necessarily enumerated in job descriptions, shall nevertheless be performed by employees when requested to do so by the Employer.
- 2.8 The Employer shall have the right to take whatever actions the Employer deems necessary to carry out Transit Authority services in an emergency. The Employer shall be the sole determiner as to the existence of an emergency and any and all actions necessary to implement service during said emergencies. An emergency shall be a sudden or unexpected happening or situation that calls for action without delay. The Employer will take into consideration the safety of the employees.
- 2.9 The Employer has the right to introduce any and all new, improved and automatic methods or equipment, including email and other technology-based methods to improve communication and efficiency, and to reduce costs.
- 2.10 The Employer has the right to assign employees in accordance with the provisions of this Agreement.

- 2.11 The right to close or liquidate an office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, officers, branches, operations or facilities.
- 2.12 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the Employer and the rights and obligations owed thereby to the citizenry.

### **Article 3 Employee Rights**

- 3.1 Employees subject to this Agreement shall have and be protected in the exercise of their right to join and assist the Union.
- 3.2 An employee or their authorized representative shall have the right, upon written request to the Employer, to inspect his or her personnel files in the presence of the Employer, provided that said written request shall be granted up to ten (10) working days following submission of said request. In order for the authorized representative to inspect the employee's personnel file, the employee must submit, to the Employer, a signed authorization statement granting the authorized representative authority to inspect said file.
- 3.3 No evaluation or other material referring to any "job related matters" shall be placed in the employee's personnel file without the knowledge of the employee. The employee is required to sign and date a receipt evidencing acknowledgment of the evaluation or other material. Such signatures shall not be an admission and is only to evidence receipt of the evaluation and other material. The employee may attach a statement of explanation in the space provided.
- 3.4 Employees shall have the right, subject to grievance time limitations, to challenge any material included in their personnel file through the grievance procedure.
- 3.5 An informal meeting between an employee and his or her supervisor and/or Employer may be held to discuss a personnel matter prior to any formal meeting regarding the discussion of possible disciplinary action, provided that no documentation or other material regarding said meeting shall be placed in the employee's personnel file.
- 3.6 Prior to any formal meeting regarding the discussion of possible disciplinary action affecting an employee, the employee's supervisor or Employer involved shall notify the employee of his or her right to Teamster representation at a formal meeting regarding the discussion of possible disciplinary action. If said employee desires Teamster representation, said employees shall be allowed up to ten (10) working days to arrange for Union representation.
- 3.7 Transit Passes: The Employer agrees to provide tax-free transit passes to BFT employees, their spouses, their legal dependents and to retired BFT employees and their spouses. For the purposes of this section, the term "dependent" shall include unmarried dependent children up to age nineteen (19), full-time students up to age twenty-three (23), and children with mental and physical disabilities living at home.

If evidence indicates an unauthorized person is using employee, spouse or dependent passes, that pass shall be surrendered as requested by BFT management. All passes are to be returned to the employer and shall no longer be valid if employment terminates.

**Article 4**  
**Contracting Out**

- 4.1 The Employer shall not contract out bargaining unit work if it would result in the layoff of bargaining unit employees; provided, the Employer has the right to contract out work historically contracted out. If a condition arises that necessitates contracting of work normally performed by the bargaining unit, the Union shall be offered an opportunity to be involved in the planning process; provided, however, the Employer shall have the right to make the final decision regarding subcontracting.

**Article 5**  
**Negotiations and Timetable**

- 5.1 Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of the applicable laws.
- 5.2 The parties agree that a target schedule for conferences and negotiations to be carried on by the parties, with respect to extension of this Agreement, is as follows:
- a. The parties understand and agree that the terms and conditions of this contract are for a period of five (5) years beginning May 1, 2021 through May 1, 2026.
  - b. Either party may submit a request for negotiations not sooner than October 1, 2025, but not later than March ~~February~~ 15, 2026.
- 5.3 The parties may mutually agree to extend and/or accelerate the target schedule set forth hereinabove.
- 5.4 None of the provisions of this Article shall be subject to the grievance procedure.

**Article 6**  
**Savings Clause**

- 6.1 Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portions thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

**Article 7**  
**Subordinate to Statutes**

- 7.1 This Agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to the statutes of the State of Washington as well as Federal statutory law. The Ben Franklin Transit Board of Directors shall enact no ordinance in conflict with the express provisions of this Agreement.

**Article 8**  
**Non-Discrimination**

- 8.1 Neither the Employer nor the Union shall discriminate against any Ben Franklin Transit employee on the basis of race, creed, color, sex, religion, age, national origin, disabled veteran, sexual orientation, gender expression/identity, political affiliation, military status, status as an honorably discharged veteran or Vietnam era veteran, genetic information, pregnancy, status as a victim of domestic violence, sexual assault, or stalking, marital status, or because of any sensory, mental, or physical disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically disabled person or others. Bona fide occupational qualifications based on the above traits do not violate this Section.

**Article 9**  
**Probationary Employees**

- 9.1 All employees shall be subject to a six (6) month probationary period. This probation period shall be time worked within the classification hired, not on light duty status.
- 9.2 Employees shall be notified in writing if the probationary period is satisfactorily completed. The Employer shall be the sole determiner of whether or not an employee has satisfactorily completed his or her probationary period.
- 9.3 Employees on probation may be terminated without cause, and without recourse under the grievance procedure.

**Article 10**  
**Union Membership Matters and Employee Orientation**

- 10.1 **Union Matters**  
Upon employment of a new employee covered by this Agreement, the Employer shall notify the Union, in writing, of the name and hire date of the new employee. The Union will provide the new employee with the necessary forms regarding dues, initiation fees and voluntary deductions. The Employer shall allow a Union representative up to ninety (90) minutes of time, scheduled by the employer and the Union, for the purpose of presenting information about the Union membership and bargaining representation. This shall generally occur within the new employee's training period, but in no instance later than ninety (90) calendar days from the employee's hire date. Newly hired employees have the option to attend or not attend the Union orientation.
- 10.2 **Dues and Fees**  
Upon the written authorization of an employee within the bargaining unit, the Employer shall deduct from the payments to the employee the monthly amount of dues or fees as certified by the Secretary-Treasurer of the Union and shall remit the amounts deducted to the Union within three (3) business days following the employee's payday.

10.3 **Revocation**

An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Secretary-Treasurer of the Union with a copy to the Employer. Every effort will be made to end the deduction effective on the first payroll following notification, but no later than the second payroll after the Employer's receipt of the employee's written notice.

10.4 **Indemnification**

The Union agrees to indemnify, defend and hold the Employer harmless from any and all claims, grievances and/or suits instituted by person(s), non-member(s), and/or members of the Union against the Employer on account of any and all dues payment issues in accordance with Section 10.2 above, except for errors or omissions by the Employer. The Union further agrees to refund to the employee any amount paid to him or her in error on account of the check-off provision upon proper evidence thereof being submitted to the Union.

**Article 11**  
**Hours of Work/Overtime**

11.1 **No Guarantee**

This Article is intended to indicate the normal number of hours of work. It shall not be construed as a guarantee of minimum or maximum hours of work per day or per week, or of the number of days of work per week, or of working schedules.

11.2 **Standard Workweek**

The standard work week shall be from 12:01 a.m. Sunday to 12:00 a.m. (midnight) Saturday. The standard work week shall consist of forty (40) hours of work.

11.3 **Overtime**

Work in excess of forty (40) hours in anyone (1) workweek as previously defined shall constitute overtime and shall be paid at one and one-half (1-1/2) times the base hourly rate. Holidays, as defined in Article 15, that fall on the employees scheduled workday shall be considered hours worked. The Employer will fill assignments at straight time rates when practicable before offering overtime. With prior approval from the Department Director or designee, the employee may use an alternative work schedule.

11.4 **Coverage**

At the Employer's discretion, bargaining unit employees may be assigned to provide coverage for other employees. On a temporary basis, non-bargaining unit employees may be assigned to cover bargaining unit work (e.g., if a bargaining unit employee is taking vacation leave, a non-bargaining unit employee may cover his/her work).

11.5 **Work Schedules**

The Employer may adjust the regular working hours or days of a schedule for the convenience of the Employer and the public.

11.6 **Pyramiding**

There shall be no pyramiding of overtime.



## 11.7 **Meal and Rest Periods**

Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, the parties agree to vary and supersede the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to rest and meal periods.

All employees covered by this Agreement will receive one of the following meal period options during a scheduled eight (8) hour shifts:

- a) One (1) unpaid meal period of sixty (60) minutes; or
- b) One (1) unpaid meal period of thirty (30) minutes with two paid fifteen (15) minute breaks during the scheduled shift.

The meal period shall be provided within three (3) to six (6) hours of reporting for duty.

Employees working more than six (6) hours after their meal period will receive a fifteen (15) minute paid break.

Meal and breaks times may be changed based on daily business needs, pursuant the terms of this provision.

An employee on a paid break is subject to being called to return to work as needed by the Employer.

## **Article 12 Report Time and Late Reports**

- 12.1 Administrative Assistants are expected to be ready to work at their scheduled start times. If an employee is unable to report to work for their scheduled shift, he/she must notify management at least two (2) hours before the start time of the scheduled shift.

Employees who demonstrate repeated challenges with reporting to work and reporting on time will be subject to Article 19, Professional Conduct and Corrective Action.

## **Article 13 Professional Attire**

- 13.1 Employees appearance contributes to the Employer's culture and reputation. Employees are expected to present themselves in a professional manner that results in a favorable impression by the customers and the general public. Management has the sole discretion to determine the appropriateness in employee dress and appearance. Employees who do not meet a professional standard may be sent home to change their attire.
- 13.2 Business attire is expected of all employees. Basic elements for appropriate and professional business attire include clothing that is in neat and clean condition. Appropriate workplace dress does not include clothing that is too tight or revealing or clothing with rips, tears or frays, or any extreme style or fashion in dress, footwear, accessories, fragrances or hair.

- 13.3 The employer may make exceptions for special occasions, special events, as needed on a case-by-case basis, or in the case of inclement weather, at which time employees will be notified in advance. An employee who was unsure of what is appropriate should check with his or her manager or supervisor.

## **Article 14 Health & Welfare**

- 14.1 Beginning on July 1, 2021, regular full-time employees shall be eligible for the benefits provided in this Article.
- 14.2 The following Washington Teamsters Welfare Trust plans will remain in effect for the duration of this Agreement:
- a) Medical Plan B
  - b) Dental Plan B
  - c) Vision Plan EXT
  - d) Employee Life/AD&D and Dependent Life – Plan A (\$30,000/\$3,000)
  - e) Employee Time-Loss – Plan A (\$400 per week)
  - f) Nine-Month Disability Waiver of Contributions Extension (Employer contributions are waived for eligible months of coverage)

The total monthly premium cost for the insurance plans provided in this Section is hereinafter referred to as the “Aggregate Premium Rate”.

- 14.3 Employees while on the active payroll as defined in Section 14.1 will receive the following:
- a) Beginning on July 1, 2021, the Employer will contribute \$1,355.61 per month, toward the employee’s cost for the Aggregate Premium Rate. The Employer’s contribution toward the Aggregate Premium Rate is hereinafter referred to as the “Health and Welfare Insurance Allowance”.
  - b) If the Aggregate Premium Rate increases for 2022, the Health and Welfare Insurance Allowance will correspondingly increase, up to a maximum of five (5%) percent (not to exceed \$1,423.39 per month) (assuming \$1,355.61 for the Employer’s 2021 contribution). (For example, if the Aggregate Premium Rate increases by 7%, the Health and Welfare Insurance Allowance would increase by 5%).
  - c) If the Aggregate Premium Rate increases for 2023, the Health and Welfare Insurance Allowance will correspondingly increase, up to a maximum of five (5%) percent (not to exceed \$1,494.56 per month) (assuming \$1,423.39 for the Employer’s 2022 contribution).

- d) If the Aggregate Premium Rate increases for 2024, the Health and Welfare Insurance Allowance will correspondingly increase, up to a maximum of five (5%) percent (not to exceed \$1,569.29 per month) (assuming \$1,494.56 for the Employer's 2023 contribution).
- e) If the Aggregate Premium Rate increases for 2025, the Health and Welfare Insurance Allowance will correspondingly increase, up to a maximum of five (5%) percent (not to exceed \$1,647.75 per month) (assuming \$1,569.29 for the Employer's 2023 contribution).
- f) If the Aggregate Premium Rate increases for 2026, the Health and Welfare Insurance Allowance will correspondingly increase, up to a maximum of five (5%) percent (not to exceed \$1,730.13 per month) (assuming \$1,647.75 for the Employer's 2023 contribution).
- g) If there is no increase to the Aggregate Premium Rate from year to year, there will be no increase by the Employer for the Health and Welfare Insurance Allowance. If there is a decrease to the Aggregate Premium Rate from year to year, the Health and Welfare Insurance Allowance will correspondingly decrease.
- h) Employees are responsible for all Aggregate Premium Rate costs in excess of the Health and Welfare Insurance Allowance provided in this Article. Additional costs shall be paid through reduction of wages and payroll deduction in the first and second payroll periods of the month.
- i) Employees on disability shall apply for a waiver of their premiums from the Washington Teamsters Welfare Trust (Nine-Month Disability Waiver of Contributions). The Employer shall not be required to provide any other benefits during a disability leave, except as otherwise provided in this Article.

14.4 Following initial qualification for benefits as outlined in 14.1 above, premiums shall continue to be paid for all regular full-time employees who were compensated for eighty (80) hours or more the previous month.

Payments required providing benefits set forth in this Section shall be made on or before the tenth (10th) day after the last business day of the month. The Employer accepts and agrees to be bound by the Washington Teamsters Welfare Trust Agreement and Declaration as long as it is obligated to provide benefits offered by the Trust.

Upon voluntary resignation, with reasonable notice, but not less than (2) weeks' notice, or death, all unused accrued premium allowance shall be paid to the employee or his/her estate.

14.5 The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.

14.6 Any disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Union and/or the employee.

**Article 15  
Holidays**

15.1 The following legal paid holidays shall be recognized:

New Year's Day	(January 1)
Labor Day	(First Monday in September)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Thanksgiving Day	(November)
Christmas Day	(December 25)

- 15.2 If the holiday falls on a non-scheduled workday, eight (8) hours will be credited to the employee's Vacation. Whenever a holiday as indicated in section 15.1 falls within an employee's Vacation Leave period, Vacation Leave will not be charged for such holiday.
- 15.3 Any work performed on any of these holidays shall be paid for at the employee's regular rate of pay in addition to the holiday pay. Any work performed on the holidays listed in section 15.1 shall be paid for at one and one-half (1-1/2) times the regular rate of pay in addition to the holiday pay.
- 15.4 To be eligible for holiday pay, the employee must work the scheduled shift immediately preceding and the scheduled shift immediately following the said holiday, listed in section 15.1.
- 15.5 Employees working less than forty (40) hours per week will receive Vacation hours based on the daily average of the four (4) weeks prior to the week, in which the holidays are given, rounded to the nearest full hour. In no case will an employee receive more than eight (8) hours pay for a holiday not scheduled to work.
- 15.6 There shall be no pyramiding of overtime pay on holidays.

**Article 16  
Vacation**

16.1 Vacation hours for regular full-time employees shall accrue at the rates indicated below:

Years of Service	Vacation		
	Vacation Day Equivalent	Vacation Accrual	Vacation Hours
0 - 3 years	20.00	0.07692	160
4 - 5 years	22.50	0.08654	180
6 - 10 years	25.00	0.09615	200
11 - 15 years	27.50	0.10577	220
16 - 20 years	30.00	0.11538	240
21- 25 years	32.50	0.12500	260
26 – 30 years	35.00	0.13462	280

- 16.2 During the probationary period no employee shall be allowed vacation, nor shall leave be accrued. However, upon satisfactory completion of the probationary period he/she shall be accredited with the vacation hours earned based on the number of all hours paid since the CSD.
- 16.3 Vacation will accrue for each hour compensated for while on the active payroll. The maximum balance in an employee's vacation account shall not exceed 480 hours. Accrued vacation at any time in excess of 480 hours will be forfeited. Any time an employee is receiving pay, whether through active employment or under the vacation provisions, he/she shall be considered to be on the active payroll. Employees on unpaid leave of absence or Short-Term Disability will not be considered to be on the active payroll.
- 16.4 Vacation may be taken in thirty-minute increments.
- 16.5 Vacation may be sold at any time in increments of at least eight (8) hours as long as the employee's balance does not drop below forty (40) hours. Sale of Vacation must coincide with payroll weeks and shall not constitute hours compensated for accrual of Vacation or overtime.

Exceptions to the above are:

- a. Employees absent due to illness during their probationary period, may at the completion of their probation, sell vacation to cover absences due to illness during their probationary period.
  - b. Employees on disability may sell vacation during their disability (in hourly increments) to bring their wages to near their normal salary.
- 16.6 An employee leaving employment shall be compensated for vacation earned and accrued to the date of separation. All unused accrued vacation shall be paid to the employee or the employee's estate.

16.7 **Vacation**

Operations Management must approve all vacation. For two (2) weeks following the beginning of a shift change, employees will be allowed to bid on specific vacation dates, in the following 6 months, by CSD date. Following this initial two-week period, vacation will be scheduled on a first come first serve basis. Scheduled vacation may not be cancelled in less than 7 days prior to the beginning of the vacation, without management approval. Vacation without pay cannot be taken if an employee has a vacation balance.

16.8 **Failure to Report for Duty**

An employee failing to report for duty without notifying and/or securing the approval of Operations Management shall be subject to corrective action up to and including discharge.

**Article 17**  
**Sick Leave**

- 17.1 Employees shall accrue one hour of paid sick leave for every 40 hours worked. Employees shall not accrue paid sick leave for hours paid while not working (e.g., vacation, disability, using sick or other paid leave)
- 17.2 Employees may use their accrued, unused paid sick leave beginning on the 90th calendar day after the start of their employment. Employees may use leave accrued up to the previous pay period. Sick leave must be

used in (1) hour increments. Employees shall be paid their normal hourly compensation for each hour of paid sick leave used; there shall be no overtime, holiday, or other premium pay.

The accrual year is January 1st through December 31st. Following the end of the accrual year, any accrued, unused sick leave exceeding 40 hours will be transferred to the employee's vacation leave bank.

17.3 The Employer retains the right to require employees to be examined by a medical provider selected by the Employer when employees are receiving Labor and Industries benefits or upon return from an on-the-job injury of three (3) consecutive days or more, as permitted by law. An employee who fails to comply shall be subject to corrective action up to and including discharge. Health care information about employees will be maintained in accordance with state and federal health care privacy laws.

17.4 If an employee's absence exceeds three (3) consecutive days of work, the Employer may require that employee to present sufficient verification to show a qualifying reason for using sick leave. Employees who fail to present such verification when required by the Employer may be required to reimburse paid out sick leave and shall be subject to corrective action up to and including discharge.

Any employee dishonestly using sick leave benefits shall be subject to corrective action up to and including discharge.

17.5 Employees may use sick leave for the following qualifying reasons:

- a. An employee's own or to care of a Family Member's physical or mental illness, injury or health condition. This illness, injury, or health condition may include the need for time off from work for medical care and/or treatment;
- b. Employee's own or for a Family Member' preventative care such as a medical, dental, or vision appointment and/or treatment;
- c. Closure of the employee's place of business or his or her child's school/place of care by order of a public official for a health-related reason; and
- d. Absences that qualify for leave under the Domestic Violence Leave Act (Chapter 49.76 RCW).

17.6 "Family Member" includes any of the following:

- a) A child (biological, adopted, foster, step, or when an employee stands in place as the child's parent, or legal guardian);
- b) The employee's or employee's spouse's/registered domestic partner's parent (biological, adopted, foster, step, legal guardian, or when the person stands in place as the parent of the employee);
- c) A spouse;
- d) A registered domestic partner;
- e) A grandparent;

- f) A grandchild; or
- g) A sibling.

**17.7 Employee Notice for Foreseeable Use of Sick Leave**

If an employee’s absence is foreseeable (planned), the employee must provide notice to Home Department Manager at least seven (7) calendar days, or as early as practicable, before the first day paid sick leave is used. If possible, notification should include the expected duration of the absence.

**Employee Notice for Unforeseeable Use of Sick Leave**

If an employee’s absence is unforeseeable (not planned), the employee must notify Home Department Manager on the same day of his or her scheduled report time and provide the qualifying reason, per the following time requirements:

<b>Administrative Assistants</b>	
<b>Scheduled Report Time</b>	<b>Notice Time Period</b>
All times	Two hours before the scheduled report time

If the circumstances for the unforeseeable absence prevent the employee from complying with the notice requirement, he or she must notify Home Department Manager as soon as practicable and provide the qualifying reason and the circumstances preventing him or her from meeting the notice requirement.

- 17.8 The amount of sick leave benefit utilized when coordinated with State Industrial Insurance and/or any other disability payments which may be provided by this Agreement shall not exceed the employee's regular straight-time hourly rate of pay based on the employee’s current work schedule times eight (8) hours. For regular part-time employees, the payments will be calculated based on the number of hours normally worked per week, as permitted by law.
- 17.9 An employee separating from employment shall be compensated for all accrued, unused sick leave. All unused, accrued sick leave shall be paid to the employee or his or her estate.

**Article 18  
Military Leave, Jury Duty, Leave of Absence, Bereavement Leave**

**18.1 Military Leave**

Every employee who is a member of the National Guard or of the U.S. Army, Navy, Air Force, Coast Guard or Marine Corps, or of any organized reserve of the United States, will be granted military leave in accordance with the state and federal law. Employees who take military leave will have whatever rights to reinstatement, seniority, vacation, layoffs, and compensation as are provided by applicable laws. Under Washington state law, a public employee is entitled to a paid military leave of absence for a period not to exceed twenty-one (21) working days during each year beginning October 1<sup>st</sup> and ending the following September 30<sup>th</sup>.

Such military leave of absence shall be in addition to any general leave the employee might otherwise be entitled to and shall not cause an adjustment to the CSD. Payment shall be calculated as provided in Article 15.5.

Copies of the employee's orders and/or training schedules must be submitted with their time off request to their supervisor. A copy of the orders may be provided at the end of such leave should circumstances prevent the employee from providing them in advance.

#### 18.2 **Jury Duty**

Any employee, who is called for jury duty or receives a work-related subpoena, shall receive from the Employer the difference between his or her regular pay and the compensation received for the actual time he or she is required to be absent from work because of such jury duty or subpoena. Any such absence shall not cause an adjustment to the CSD. Payment to be calculated as provided in Article 15.5.

#### 18.3 **Leave of Absence Without Pay**

Upon written request of the employee, the Employer may grant a regular full-time employee a "Leave of Absence Without Pay," not to exceed one hundred eighty (180) calendar days. Approval of such leave shall be in writing. No benefits shall accrue while an employee is on leave of absence without pay except for health care coverage. Any employee, on approved leave of absence may continue the employee's medical and life insurance coverage, by paying the full cost to the Employer in advance for each month or portion thereof of which the employee is absent. The CSD will be adjusted in accordance with Article 12.2.

#### 18.4 **Bereavement Leave**

Upon employment, all employees are entitled to a maximum of five (5) paid days leave in the event of the death of a spouse, registered domestic partner, employee or spouse's grandparents, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, step parents, step children, grandchildren or a child of a person standing in loco parentis who is: (a) under eighteen (18) years of age; or, (b) eighteen (18) years of age or older and incapable of self-care because of a mental and/or physical disability. Leave is subject to prior approval of the employer. The Employee shall submit satisfactory evidence as determined by the employer prior to payment. Payment to be calculated as provided Section 15.5. The CSD will remain unaffected by this leave. Employees may be granted additional time off, provided the requested time off can be adequately covered in the judgment of the employer.

#### 18.5 **Disability Leave**

- a) Disability Leave shall be defined, as the period of time an employee is unable to perform their regular job duties due to a physical or mental condition as stipulated by a health care professional.
- b) At any time during a Disability Leave the Employer has the right to require an employee to report to the Employer's designated physician for the purpose of taking a physical exam. The employee shall not be paid for the hours involved in taking the exam if the employee is off work. If the Employer's designated physician determines that the Employee is eligible to work the employee shall return to work or be subject to immediate discharge.
- c) The employee's CSD shall be maintained unadjusted during the disability leave for a maximum of 182 calendar days in the previous 1092 calendar days. The employee's seniority will be maintained unadjusted during the disability leave for 365 calendar days within the previous 1092 calendar days. The employee will be terminated on the 366th day.
- d) Employees who are disabled will receive benefits as outlined in Article 14.3.



- e) The employee must file a request for Disability Leave with the Human Resources Department, of the Employer, along with the physician's statement within five (5) days of the beginning of the disability period.
- f) Employees terminated in accordance with Article 18.5 c may be re-hired by Ben Franklin Transit, within 5 years of the date of termination and will receive seniority to the date of their termination (e.g., An employee with ten years seniority is terminated, for disability reasons, and returns to work within 5 years, from their termination date, will have ten years seniority on their first day of work). Returning employees must take the current opening and will not be able to bid shifts, using this seniority, until the next shakeup. Returning employees are subject to the same training requirements and probation period as a new employee.

## 18.6 **Federal Family Medical Leave Act**

The Family Medical Leave Act of 1993 allows employees to take up to 12 weeks of leave (paid or unpaid) within a 12-month period for certain medical and family emergencies. The twelve (12) week period starts the first day of absence for those certain medical and family emergencies as defined in the Act.

Family Medical Leave will run concurrent with Disability or General Leave as long as said leave meets the definition of Family Medical Leave as specified in the Act. Leave in excess of twelve (12) weeks of Family Medical Leave in a twelve (12) month period, for reasons other than their personal incapacitation, shall be subject to the approval of management under the terms of Article 18.3, Leave of Absence without pay.

If both spouses work for Ben Franklin Transit and request this leave they will be allowed twelve (12) work weeks combined of Family Leave between them during the 12-month period following birth, or acquiring a child, assuming the child is healthy. When Ben Franklin Transit employs both spouses, only one will be granted family leave, for this purpose, at a time.

## 18.7 **Washington Paid Family Medical Leave Program**

The Washington Paid Family Medical Leave program, implemented in 2019, will be administered in accordance with state law, Title 50A RCW, and as amended.

## 18.8 **Modified Duty**

Modified or Light duty is defined as work that is made available to an employee on a temporary basis during a period of time the employee is physically or mentally not able to perform their regular duties. Employees remain in active employment with the company during this transitional period of partial disability.

It's understood that such individuals remain members of the bargaining unit from which they originated because of the connection between specially created light duty activities and the work normally associated with the bargaining unit.

When a physician determines that an employee can return to work in a modified duty status, the employee may be assigned to modified duty, if work is available. The employer is the sole determiner as to whether modified duty work is available for the individual. Employees on modified duty will receive 100% of their regular rate of pay.

While on modified duty status, employees shall have the right to Union representation as per the collective bargaining agreement. All deductions will be withheld from the employee's check unless payroll is given

instructions to change the deductions for dues. Vacation taken while on Modified Duty status will be paid at the employee's regular rate of pay. Holidays shall be paid at the modified duty rate. Number of hours of pay will be determined under Article 15.5 for the period specified prior to the disability.

The employee's CSD will be maintained as per Article 12.2. Time spent in a modified duty status will be considered as disability leave as long as the employee is not able to perform their regular job duties. The employee's seniority shall not be adjusted during modified duty.

It is understood that the obligation to make pension contributions will continue during these temporary light duty assignments.

## **Article 19**

### **Professional Conduct and Corrective Action**

- 19.1 In accordance with the Preamble of this Agreement, the Employer requires that courtesy, respect, timeliness and accuracy be upheld as standards of conduct and professionalism. The Employer will identify employee conduct that fails to meet said expectations and take corrective action to address such behavior.
- 19.2 Formal correction, up to and including separation of employment, will be for just cause. Corrective action will normally be in the following progression:
- a) Verbal warning
  - b) Written warning
  - c) Suspension
  - d) Separation

Provided, however, in the case of more serious violations of the Employer's rules; including but not limited to misconduct or negligence resulting in a violation of safety, legal or policy compliance; the corrective action progression above need not be followed.

- 19.3 Corrective action will be issued within thirty (30) calendar days from the time the Employer is made aware of the matter unless otherwise mutually agreed by the parties.
- 19.4 Investigations will be conducted during which the Employer shall make available the specified charges to the employee.
- 19.5 A meeting will be held to issue corrective actions. The affected employee shall have the right to a Union steward and/or Union Representative to be present at the meeting.
- 19.6 Corrective actions shall be read and signed by the employee. Such signature is not an admittance of wrongdoing. Copies of corrective actions will be provided to the Employee and the Union.
- 19.7 Corrective action warnings will not be used as a basis for future corrective action steps after a period of twelve (12) months provided there have been no other corrective actions of a similar nature. Suspensions will not be used as a basis for future corrective action steps after a period of thirty (30) months.
- 19.8 The parties agree that there are separate Corrective Action procedures applicable to violations and/or misconduct under the Drug and Alcohol Abuse Policy.

## **Article 20**

### **Grievance Procedure**

The employer's management staff has always maintained an open-door policy. The employer and union recognize that from time-to-time disagreements may arise that do not lend themselves to resolution through the grievance process. Both the employer and union have established a relationship based on a willingness to resolve issues in a manner that promotes the opportunity for teamwork, collaborative problem solving and new agreements.

In contribution to this effort, the union will overtly encourage employees represented by this agreement to access the resources of management staff and union officials whenever necessary to resolve conflict and individual employee issues.

It is recognized, understood and welcomed by both parties to this agreement that problems should be raised, addressed and resolved whenever possible by both the employees and management staff who are bound by this agreement. In recognition of this commitment and in order to provide direction to employees, the following represents an outline of contacts available to employees in order that issues of concern may be addressed in an arena that promotes understanding and resolution in collaboration with the employee, union and employer.

1. Union Steward/Business Agent
2. Operations Supervisors
3. Department Manager
4. Employee participation in the Monthly Labor/Management Meeting
5. Human Resources Manager

In contribution to this effort, the employer will encourage represented employees to access the existing organizational channels and provide the opportunity for resolution through a joint process involving the union, management and the individual employee.

Additionally, the employer and union agree to jointly sponsor an annual meeting with represented employees for the purpose of identifying issues and concern and to reinforce the collaborative process of involvement, participation and resolution.

- 20.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee and/or Employer grievances and enter into this Agreement in a cooperative spirit to adjust such actions properly and fairly with Management. If, however, a grievance cannot be resolved through the pre-grievance process, the grievance will be settled as hereinafter provided.
- 20.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provisions of this Agreement including reprimand, suspension, discharge and late reports.
- 20.3 Through the procedure as set forth in this Article, a grievance may be presented by the Union or the Employer. A grievance brought by either party must be initiated at Step 1 of this Article.
- 20.4 Grievances may be heard at any time where practical and feasible.

- 20.5 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitation, unless an extension of time is mutually agreed to in writing.
- 20.6 No grievance shall be valid unless said grievances are submitted timely and in writing at Step 1. If a grievance is not presented within ten (10) working days from its occurrence, said grievances shall be waived and forever lost. If a grievance is not appealed to the next Step within the specified time limit or an agreed extension thereof, it shall be considered waived and forever lost. For purposes of the essential time limitation of ten (10) working days, this is to be defined as ten (10) working days, Monday through Friday.
- 20.7 The written notice and/or written form of the grievance shall include:
- a) A specific statement of the grievance in relevant facts;
  - b) The specific provision(s) of the Agreement allegedly violated; and
  - c) The specific remedy sought.

20.8 STEPS

Step 1: The aggrieved employee shall discuss the grievance with the Manager within ten (10) working days of the occurrence-giving rise to the grievance. If the employee desires the presence of a Union representative, then such representative shall be present to represent the employee. The Manager shall attempt to adjust the matter and/or respond to the employee within ten (10) working days. The aggrieved employee and Manager shall acknowledge this initial contact in writing. If the Employer is aggrieved, the Employer shall discuss the grievance with the Secretary/Treasurer of Local 839 within ten (10) working days of the occurrence-giving rise to the grievance. The Secretary/Treasurer shall adjust the matter and/or respond to the Employer's representative within ten (10) working days. The aggrieved Employer's representative and the Secretary/Treasurer shall acknowledge this initial contact in writing.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) working days of the response in Step 1 above, the grievance, in written form, shall be presented to the Employer's General Manager, or to the Union Representative, as the case may be. The parties shall arrange a meeting between the aggrieved employee, Union Representative and the Employer's General Manager within ten (10) working days for resolution of the issue. The Employer's General Manager shall issue findings in writing within ten (10) working days of the meeting referenced hereinabove.

Step 3:

- a. Final and Binding Arbitration: If the grievance has not been resolved at Step 2, the Union or the Employer may refer the dispute to final and binding arbitration.
- b. Notice - Time Limitation: The Union or Employer may notify the other in writing of submission to arbitration within ten (10) working days after receipt of the Step 2 response.
- c. Arbitrator Selection. After notice, the parties will select an arbitrator in the following manner: Either party may request that the Public Employment Relations Commission (PERC) furnish a list of seven (7) names from the register of PERC. The parties shall meet and flip a coin. The winning party shall strike one name from the list and communicate their choice to the other party. The losing party will strike one name from

- said list and so on. The remaining name shall be the arbitrator.
- d. Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of the arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon as provided for herein.
  - e. Limitations. Scope and Power of Arbitrator
    - 1. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
    - 2. The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the Employer or the Union.
    - 3. The arbitrator shall consider and decide only the questions or issue raised at Step 1 of the grievance procedure and said arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the issues raised in Step 1.
    - 4. In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.
  - f. Arbitration Award - Damages - Expenses
    - 1. Arbitration awards shall not be made for occurrences prior to the occurrence upon which the grievance is based, that date being ten (10) working days or less prior to the initial filing of the grievance.
    - 2. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with fully.
    - 3. The arbitrator shall not have authority to award punitive damages.
    - 4. Each party hereto shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case, as well as one-half (V2) the expenses of the arbitrator.

## **Article 21**

### **No Strike - No Lockout**

- 21.1 Neither the Union, (Teamsters nor its agents, or any employees) shall aid, cause, condone, authorize nor participate in any picketing, striking, work stoppage, slow down or any other interference with the work and/or statutory functions and/or obligations of the Employer.
- 21.2 Employees who engage in any of the above referenced activities shall not be entitled to any pay or fringe benefits during the period he or she is engaged in such activity. The Employer may discharge or discipline any employee who violates this Article and the Union shall not have recourse to the grievance procedure on such employee's behalf.
- 21.3 The Employer agrees that there will be no lockouts during the term of this Agreement.
- 21.4 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

## **Article 22**

### **Inclement Weather or Other Conditions**

- 22.1 The Employer shall be the sole determiner of whether or not inclement weather conditions exist.

- 22.2 If the Employer determines that inclement weather condition, or other conditions such as volcanoes, nuclear danger, gas spill, epidemic or plague or any condition generally injurious to safety or health exist, then, and in that event, the employee reporting to work will be entitled to four (4) hours pay. In the event the Employer is able to notify the employee or employees by telephone prior to the commencement of the shift, then, and in that event, the employee shall not be entitled to any pay.
- 22.3 The Employer may require all or some employees to report and/or remain at duty stations in order to be prepared for trouble calls or in order to perform miscellaneous work or training.

### **Article 23 Layoff and Recall**

- 23.1 The Employer shall be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds and/or a reorganization/modification of the Ben Franklin Transit system.
- 23.2 The Employer will provide at least 14 calendar days' written notice to designated employees and the Union representative.
- 23.3 When the Employer determines that a layoff is necessary, then the Employer will determine the number of employees within the affected classification within the Home Division to be laid off.
- 23.4 Employees recalled from layoff will not lose previously accumulated time in service, employee must be re-employed within one (1) year to retain these call-back rights and that the employee has successfully completed his/her probationary period.
- 23.5 Employees laid off may cash out accrued vacation leave, to the extent permitted by this Agreement.

### **Article 24 Alcohol and Drug Testing Policy**

- 24.1 The parties agree that there is a separate policy that addresses drug and alcohol abuse, see Section 19.8. Any changes in the discipline section of the Drug and Alcohol Abuse Policy during the term of this agreement will be subject to negotiations.

### **Article 25 Entire Agreement**

- 25.1 This document shall constitute the complete agreement by and between the parties and no other agreements and/or understandings, written or otherwise, prior to the signing of this Agreement shall be binding on the parties. The parties may, by mutual agreement, modify terms and conditions of this contract but only by way of a written document signed by both parties.

### **Article 26 Term of Agreement**

- 26.1 This Agreement shall become effective as of date of signing and shall remain in full force and effect for Sixty (60) months from the date of signing. Written notice of intent to modify this Agreement as relates to

the extension of the Agreement or changes to the Agreement must be served by the requesting party upon the other party by certified mail, return receipt requested, in accordance with the provisions of the Article pertaining to Timetable.

26.2 If the parties have not reached agreement pursuant to the provisions of this Article pertaining to Timetable, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator from PERC shall be advisory only and not binding on either party.

26.3 In the event that negotiations for a new agreement extend beyond the anniversary date of this Agreement, May 1, 2026, the terms of this Agreement shall remain in full force and effect until a new agreement is consummated.

## **Article 27 Miscellaneous**

27.1 Union Business

a.) Stewards Duties

The Administrative Assistants bargaining unit will appoint one (1) Union member to the office of Steward. Upon prior approval, the Employer will grant said Steward a reasonable amount of time without loss of pay for the following purposes:

1. To present a grievance to the aggrieved employee's supervisor when requested by an employee.
2. To investigate any such grievance so that it can be properly presented to the employee's immediate supervisor.
3. To participate in negotiations, Labor/Management Meetings or such other activities as deemed mutually beneficial to both parties and approved by the Employer.

b.) Bulletin Board

The Employer agrees to provide space for one bulletin board, purchased by the Employer, for the posting of Union communications, provided the such material is not detrimental to the labor-management relationship.

c.) Union Buttons

Employees shall be permitted to wear their official union button, provided the button is not more than one (1) inch in diameter.

27.2 **Continuity of Service:** The Continuity of Service Date (CSD) of an Employee will be used to determine benefits that accrue from length of service but shall have no effect on rights granted by Seniority (Article 13). The CSD is the Hire Date plus a number of days added to the Hire Date for specified qualifying reasons. For example: if Hire Date is June 2, 2001, and an adjustment of 10 days is required because of qualifying reasons, the CSD becomes June 12, 2001.

27.3 **Hire Date:** The hire date is the first day of employment.

27.4 **Adjustments in CSD** will be made on a day for day basis for the following reasons:

- a. Leave of absence without pay in excess of forty-five (45) calendar day; and/or
- b. Medical disability beyond twenty-six (26) consecutive weeks; and/or

c. While on layoff status.

27.5 **The CSD** will be forfeited and a new one established in the event of rehiring after any one of the following absences:

- 1 Voluntary resignation.
- 2 Discharge of cause.
- 3 Retirement.
- 4 Layoffs for greater than one year.

27.6 **Anniversary Date:** An anniversary date is computed by starting from reference point of the CSD. Thus, the one (1) year anniversary is one (1) year from the CSD; the thirty (30) month anniversary date is thirty (30) months from the CSD)



IN WITNESS WHEREOF the parties have executed this Agreement this 8<sup>th</sup> day of July 2021.

FOR THE EMPLOYER:

FOR THE UNION:

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**RICHARD BLOOM**  
CHAIRMAN  
BOARD OF DIRECTORS

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**RUSSELL SHJERVEN**  
SECRETARY/TREASURER  
TEAMSTERS LOCAL UNION 839

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**GLORIA BOYCE**  
GENERAL MANAGER  
BEN FRANKLIN TRANSIT

**TEAMSTER Appendix “A”  
Wage Schedule**

The following wage structure shall be implemented upon ratification by the employers Board of Directors and the Union. Increases are only for those employees who are employed by the employer on the date of ratification.

**Administrative Assistants  
Conversion effective upon ratification**

The wage scale includes Three components that incorporates the pay elements as identified in the sections below.

1. Progression Scale
2. Premium for **Administration** Assessments
3. Premium for Professional **Administration** Certification

All Administrative Assistants will enter the wage based on education and experience.

**Per Article 11.4 (Coverage) and Article 12.1 (Report Time), employees are part of the Administrative Assistant pool and the Employer may assign work to employees from outside their home division. An employee’s regular pay rate, inclusive of any premium pay, shall remain the same regardless of their assigned work from another division.**

		12 month	12 month	12 month	12 month	12 month	12 month	12 month	12 month
Wage Progression Scale		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Upon Full Execution		\$21.00	\$21.63	\$22.28	\$22.95	\$23.64	\$24.34	\$25.08	\$25.83
2022	2.00%	\$21.42	\$22.06	\$22.72	\$23.41	\$24.11	\$24.83	\$25.58	\$26.34
2023	2.00%	\$21.85	\$22.50	\$23.18	\$23.87	\$24.59	\$25.33	\$26.09	\$26.87
2024	TBD								
2025	TBD								

**1. Pay Based on Administration Assessments**

BFT has the sole discretion to determine and modify the assessment program, including but not limited to passing levels.

For an employee to maintain their skill premium pay, they must achieve and maintain a cumulative score of at least 80% annually.

Prior to the completion of 6-month probationary period, the employee will participate in the required skill assessments identified in this article by completing the assessment program.

Skilled Hourly Premium	\$1.00
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## 2. Professional Administration Certification Premium

Administrative Assistants are encouraged to seek out ongoing training to support their knowledge, skills, and abilities directly attributable to their work at Ben Franklin Transit. To support this goal, the Employer shall provide \$1.50 per hour premium for any administrative assistant who successfully obtains and maintains the American Society of Administrative Professional's certification of Profession Administrative Certification of Excellence (PACE). Only employees that receive and maintain the skilled premium pay will be eligible to receive the certification premium pay. If certification expires for any reason the employee will no longer be eligible for the premium pay.

For the duration of their employment, the employer will pay up to one preparatory training course, the initial certification test, BFT approved course work to satisfy minimum continuing education requirements, and the annual 2-year fee to maintain the PACE certification. Employees may retake the test at their own expense and will become eligible for the pay premium on their next full cycle regular pay period.

Certification Premium Per Hour	\$1.50
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