

COLLECTIVE BARGAINING AGREEMENT

by and between

**BEN-FRANKLIN TRANSIT
and
LOCAL UNION NO. 839,**

TEAMSTERS, WAREHOUSEMEN, GARAGE EMPLOYEES & HELPERS

Covering

DIAL-A-RIDE DRIVERS

And Reservation Clerks

June 1, 2021 through May 31, 2024

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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 harmonious 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.
- The maintenance of fair wages, hours and working conditions for all BFT Employees covered by this agreement.
- The establishment and maintenance of an orderly bargaining procedure between BFT and the Union.
- The securing of prompt and fair disposition of all grievances and disputes.

In accordance with the provisions of Chapter 41.56 RCW, 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 Teamsters as the exclusive bargaining representative of full-time and regular part-time Employees classified as Dial-A-Ride Drivers, Drivers/Dispatchers and Reservation Clerks. The Employer does not employ "non regular" or temporary Employees in bargaining unit classifications; however, if Ben Franklin Transit were to employ non-regular Employees to perform covered bargaining unit work and the Union allowed same to occur, pension contributions would be paid.
- 1.2 The bargaining unit to which this Agreement is applicable consists of regular full-time and regular part-time Dial-A-Ride Drivers, Drivers/Dispatchers and Reservation Clerks. Employees who are not within the bargaining unit and are therefore not covered by this collective bargaining agreement include management personnel, supervisors, clerical personnel, and temporary Employees not to exceed thirty (30) days, Coach Operators, Coach Operators/Dispatchers, Mechanics 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, pension contributions would be paid.
- 1.3 The Teamsters recognize that the Employer's management personnel are not precluded nor restricted from performing any and all types of work performed by the bargaining unit members on an 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 Teamsters 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 Dial-A-Ride Driver/Reservation Clerks 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 the disciplinary article of this Agreement.
- 2.6 The right to make any and all determinations as to the size and composition of the work force.
- 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 to improve 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 The Employer has the right, from time to time, to determine what type of vehicle Dial-A-Ride Drivers will drive.
- 2.13 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 not later than two (2) 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 reasonable time 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 have the right to contract out or subcontract the following types of work without negotiating in any manner with the Union:
- a. All work or types of work, which has been previously contracted out, or is currently contracted out to private vendors.
 - b. Experimental work, testing to determine whether or not said work would be efficient and productive on a permanent basis.
 - c. Work that cannot be performed due to lack of equipment.
 - d. Other transit operations not assigned to the bargaining unit.

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, as such party may determine not to exceed three (3) Unionmembers.
- 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 Agreement are for a period of three (3) years beginning June 1, 2021, through May 31, 2024.
 - b. Either party may submit a request for negotiations not sooner than January 1, 2024, but not later than March 1, 2024.
- 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 5 shall be subject to the grievance procedure.

Article 6
Subordinate to Statutes

- 6.1 This Agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to federal, state, and local law. If terms of this Agreement are in conflict with policies enacted by the Employer's Board of Directors, the terms of this Agreement shall control.

Article 7
Savings Clause

- 7.1 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 8
Non-Discrimination

- 8.1 Neither the Employer nor the Teamsters shall discriminate against any BFT Employee on the basis of race, creed, color, sex, religion, age, marital status, military or veteran status, or because of a physical or mental 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 himself/herself.

ARTICLE 9
UNION MEMBERSHIP MATTERS AND EMPLOYEE ORIENTATION

- 9.1 **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.
- 9.2 **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.
- 9.3 **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.
- 9.4 **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 this Article, 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 10
Probationary Employees

- 10.1 All Employees shall be subject to only one (1) 865 working hour's probationary period. This probation period shall be time worked within the classification hired, not on modified duty status.
- 10.2 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.
- 10.3 Employees on probation may be terminated without cause, and without recourse under the grievance procedure.

Article 11
Hours of Work/Overtime

- 11.1 The normal workweek shall be from 12:01 a.m. Sunday morning to 12:00 midnight Saturday.
- 11.2 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) time the base hourly rate. Holidays, as defined in Article 21.1, falling on the Employees scheduled workday shall be considered as hours worked.
- 11.3 The Employer may adjust the regular working hours of the Employees for the convenience of the Employer and the public.
- 11.4 When a Dial-A-Ride Driver/Reservation Clerk is required to report to work, he or she shall be paid a minimum of two (2) hours at the applicable rate of pay.
- 11.5 All regular Employees who are called back to work after their normal work shift shall be paid a minimum of two (2) hours pay. Employees continuing to work after a lunch break shall not be considered a call back and subject to a two (2) hour guarantee.
- 11.6 BFT has agreed to pay Employees for time expended filling out company incident or accident reports while on company premises.
- 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.

- a. Meal Periods: All full-time and part-time Dial-A-Ride Drivers will receive a nonpaid meal period thirty (30) minutes or a paid fifteen (15) minute break in lieu of a meal period. 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.
- b. Employees working a split shift will be provided a fifteen (15) minute paid break on either side of the split, if either side of the split is at least six (6) hours in length. The beginning of each side of the split shift shall be considered the starting point for the three (3) to six (6) hour calculation.
- c. In the event the Employer misses assigning a meal period within the six (6) hour period, the Employee shall receive a Missed-break adjustment, equivalent to fifteen (15) minutes of pay at the straight time rate, this pay is not subject to overtime.

From the location of the last customer drop as pre-scheduled or revised by dispatch, the driver will be provided paid computer calculated travel time to a transit center or stand-by location designated by the Employer. The non-paid meal period will begin at the completion of the calculated travel time. The driver is not required to report to the transit center or stand-by location used to calculate the travel times but may choose to do so in order to access restroom facilities. The driver may take the meal period anywhere in the service area and must arrive at the first passenger pickup after the meal period at the calculated time transmitted by MDT or as instructed by dispatch. The driver is required to notify dispatch via MDT or radio at the conclusion of the meal period.

- d. Rest Periods: The parties to this Agreement acknowledge the difficulty in the paratransit industry of pre-scheduling Rest Periods. It is acknowledged that the nature of the work resulting from same day service cancellations, no-shows and customers who are not ready to board the bus upon arrival at the pickup location provide the opportunity for unscheduled Rest Periods or intermittent Rest Periods in compliance with or exceeding the requirement of law. In some instances, due to operational needs and requirements of the Americans with Disabilities Act (ADA) or situations beyond the control of the Employer and in the interest of customer service Rest Periods may be taken on an intermittent basis. An intermittent Rest Period is a portion of time less than the full ten-minute Rest Period in which the Employee has the opportunity to rest or relax during the performance of his or her duties. An appropriate rest period does not require relief from duty and may be taken in place and is not required to be uninterrupted. An Employee on a Rest Period is subject to call to return to work as needed by the Employer. The Union agrees that no grievance will be filed related to a missed Rest Period and any disputes related to a pattern of missed Rest Periods will be addressed and resolved through regularly scheduled Labor/Management Meetings.

The parties agree to designate by Letter of Understanding transit centers and stand by locations for the purpose of calculating paid travel time and operating efficiency.

- 11.8 Any Bargaining Unit Employee at either the Prosser or Tri-Cities site called to work on a scheduled day off will be paid at one and one-half (1 1/2) times their regular rate of pay for that day. Employees participating in meetings or training are exempted from this requirement and are paid their regular rate of pay unless the work time exceeds 40 hours per week.
- 11.9 There shall be no pyramiding of overtime.
- 11.10 Prior to the implementation of each of the Three (3) shakeup periods annually, full-time drivers will sign for their availability for call-in on scheduled day off for overtime. A list of available drivers who have indicated availability will be assembled in seniority order. Overtime required on a scheduled day off will then be assigned, as necessary, in seniority order. In the event the Employer is unable to contact those drivers who have stated availability, mandatory overtime will be assigned in inverse seniority order using the current seniority roster.

Drivers who have signed available have the ability to opt out for such overtime on a weekly basis. The week shall be defined as Thursday through Thursday. A driver who originally signed available may choose to decline provided he/she contacts dispatch by Thursday, 11:00 a.m. and signs they are not available for that particular week as defined herein. Drivers originally declining overtime may opt in by following the same process of dispatch notification by 11:00 a.m. on Thursday each week.

- 11.11 The intent of this section is to clarify Article 11.10 regarding Employees that have reported to work, then relieved of duty and called back to work. For Example: An Employee has signed the roster identifying he/she wishes to be called for overtime work on their scheduled days off, as specified in Article 11.10. The Employer directs the Employee to work their day off; they work three hours, and then are released from duty. At the end of the Employee's shift, dispatch will ask the Employee if extra work becomes available would the employee like to be called back. If the Employee states they agree to be called back, then dispatch will make every effort to contact the Employee. Upon returning the Employee will be paid an additional two (2) hours, over and above actual hours worked, at their straight time hourly rate of pay. If the Employee notifies dispatch, they will not return for extra work dispatch will go to the next person on the roster.

In the event the Employer cancels the assignment of overtime as herein stated, the Employee shall receive two (2) hours pay.

Special Event service shall be excluded from this process and offered by seniority order.

Article 12

Uniforms

12.1 **Employees:** Employees shall be issued the following items in the first year of employment upon successful completion of training:

- 6 bottoms
- 10 tops:
- 1 Winter Coat
- 1 Windbreaker

12.2 **Replacement Uniform Allowance:** In June of every year thereafter, eligible Employees shall receive ten (10) items (tops and bottoms) and one (1) sweater by a vendor of the Employer's selection.

Winter Coat, Winter Coat Liner or Windbreakers shall be replaced as needed by the Employer. Uniform items damaged in the course of regular duties will be replaced by the Employer.

If an employee requests replacement uniforms for a medical accommodation, religious or because of extenuating circumstances, the Operations Director or his/her designee shall consider such requests on a case-by- case basis.

12.3 **Shoe Allowance:** All Employees shall be provided a \$75 shoe allowance through payroll during June of each year. Shoes must be solid black in color. No open toe shoes or heels unless medically required.

12.4 Employees are required to be in approved uniform dress as determined by the Employer, during working hours. Uniforms are intended to be worn primarily while on- duty and shall not be worn in public locations such as bars, taverns, marijuana dispensaries, or liquor stores, except as required to perform assigned work duties (e.g. the pick up location for a DAR passenger is requested at a bar).

12.5 Employees shall be allowed to wear a "Union Button" as part of the uniform.

12.6 Incidental expenses involved with embroidery, BFT or other authorized patches or emblems shall be the responsibility of the Employer.

Article 13

Seniority

13.1 **Seniority:** Seniority is defined by constructing a list of each Employee in the group in chronological order of their date of hire with the person at the top of the list having a seniority number of one (1). If two (2) or more Employees have the same hire date or Employees are hired as a group, seniority will be determined in order of the highest to lowest scores on the final written test administered in training. In the event of a tied score, seniority will be determined by a coin toss.

13.2 An Employee's seniority shall be broken by voluntary resignation, layoffs for a period of more than one (1) year, discharge for just cause, medical disability (see provisions of Article 22.5), and retirement.

During a layoff period, an Employee will not accrue seniority; however, if recalled within one (1) year, he or she will not lose seniority accrued before a layoff. An Employee in the bargaining unit who leaves to take a non represented position in the Company may elect to return to the bargaining unit within ninety (90) calendar days. It is also agreed if the Employer determines within one hundred-eighty (180) calendar days, the Employee has not met the job standards, the employee will revert to their former position without loss of CSD or seniority.

- 13.3 A current bargaining unit seniority list shall be established and posted on the Union bulletin board. If there is a mistake in the seniority list then it will be corrected within thirty (30) days, or sooner by mutual agreement of the parties.
- 13.4 There shall be one (1) combined Organizational Seniority Roster for the classification of Dial-A-Ride Drivers and Driver/Dispatchers employed at the Tri-Cities and Prosser sites, which shall be separated by full and part-time classifications. BFT Date of Hire shall determine seniority ranking. The Employer shall also maintain a separate Site Seniority Roster of full and part-time Drivers, Driver/Dispatchers and Reservation Clerks assigned at either the Tri-Cities or Prossersites.

The Employer stipulates that sixty-five (65) percent of all drivers working at the Tri Cities site will be subject to the following guarantees: (Full time plus part time)

- a. Beginning with seniority position number one (1), forty-five (45) percent will bid a Sunday through Saturday work shift consisting of a minimum of eight (8) hours per day, excluding a non-paid lunch period.
Nothing shall preclude the Employer from assigning work in excess of the eight-hour minimum.
- b. By seniority, an additional twenty (20) percent will bid work shifts subject to a forty (40) hour weekly guarantee and the Employee subject to a Sunday through Saturday work schedule. The specific number of Employees eligible for the sixty-five (65) percent guarantees shall be determined as a whole number and fractions shall apply in the calculation.
- c. A driver who is unavailable for duty due to an occupational or non occupational illness or injury at the time of shakeup bid selection will be allowed to bid their desired seniority position. During the next and any subsequent shakeup bid selections the driver must be released, without restriction, and performing their regular driving duties at the time and on the date of the bid selection. If the driver has not been released as described herein, he/she will be placed in the last available bid position and remain in this position until such time as they have been released to return to duty and re-bid the next shakeup. If during the first shakeup bid selection the driver is physically unable to be present at the time of scheduled selection, the most similar position selected by the driver during the prior shakeup period will be selected on behalf of the driver.
- d. Shakeup/Site Selection: There shall be three (3) shakeup re-bids each year with selections implemented the fourth Monday in, April, August, and December. The April shakeup for Prosser will coincide with the end of the Prosser Public school year and be implemented the first Monday thereafter. The number of bid positions will equal the number of full-time drivers. The shake-ups will be posted two (2) weeks prior to the commencement of bidding.
 1. Prior to filling new job openings, the employer will honor any requests from current employees to transfer to other locations to fill these positions. For employees interested in movement from part-time to full time within their classification or interested in or driver/dispatcher assignments, a letter of interest will suffice.

Movement from part-time to full-time will be offered in seniority order. Job announcements will be posted at least seven (7) days prior to filling any full or part time opening.

Employees planning on being on extended leave may submit a letter of interest to the Operations Manager, up to 20 days prior to the beginning of their leave. These letters of interest will expire when the position is filled.

The most senior individual submitting a transfer request will be appointed to the vacant assignment. Full-time Employees may transfer to part time but may not transfer back to full time for one (1) year.

Employees may transfer between locations no more than once every two (2) years. The actual transfer date will be determined by the Employer in as reasonable amount of time as possible allowing for the filling of the newly created vacant position. Driver/Dispatchers are not eligible to transfer to other locations.

2. Nothing herein shall preclude the Employer from assigning a driver, despite their elected site preference, to work at either the Tri-Cities or Prosser sites in the event operational needs so require. Employees assigned shall report to and return to their selected site of assignment at the conclusion of the scheduled shift.
3. A driver who is not available for duty at the time of bid posting due to occupational or non-occupational illness or injury shall be excluded from the opportunity to bid site selection. Employees who are not released to return to duty within thirty (30) days of the signing date will be placed within the last site occupied if, and only if, a position exists at that site when their seniority would allow them to bid. That Employee will not bid with that site shakeup.
4. This language is not intended to hold site locations for those Employees who are off the job due to injury.

13.5 Shift guarantees of either eight (8) hours per day or forty (40) hours per week are waived on the day or during the week when an absence from duty is unscheduled.

All Employees shall choose to be paid or unpaid to use Vacation Leave for any prescheduled absence from duty for all or a portion of their shift. Vacation Leave may be taken in minutes in order to round their shift to eight (8) hours. The combination of work hours and Vacation Leave used must equal and may not exceed eight (8) hours on any single day in which an absence occurs. In the event an Employee works less than forty (40) hours per week, the hours will be calculated based on the daily average of the proceeding four (4) weeks. When these requirements are satisfied, the Employer agrees to meet the requirements of shift guarantees as specified herein.

The parties agree that use of Vacation Leave in this manner shall not be construed as work hours therefore not subject to overtime provisions of the Agreement.

The parties further agree that an Employee without sufficient Vacation Leave to satisfy the provision of this section shall forfeit any shift guarantee on the day or during the week in which the absence occurred.

13.6 **A. Scheduling of the Work:** (Tri-Cities)

1. Prior to the implementation of the three (3) annual shakeup re-bids, all full- time drivers will be afforded the opportunity to bid, in seniority order, report time order and scheduled days off.
2. Starting reporting times will be scheduled in the order bid during the shakeup through the top seventy-five (75) percent of full-time drivers, excluding stand-by positions. The number shall be determined prior to the beginning of each of the three (3) annual shakeup periods and fractions shall be considered in the calculation.
3. There will be no split shifts assigned within the top seventy-five (75) percent of full-time drivers. Fractions shall be considered in the calculation.
4. The remainder of the available workforce will be scheduled, and work shifts assigned as determined to be in the best interest of the Employer. This may include, but is not limited to, Split Shifts and Stand-by.
5. Meal Periods will consist of an unpaid thirty (30), or paid fifteen (15) minute breaks. The break may be changed on the actual day of service so long as such change is consistent with the times specified herein.
6. The Daybook may be closed for unselected Vacation (Section 18.5 (a), (b), for the period of time eight (8) bargaining unit employees are unavailable for duty through any combination of scheduled Vacation, or scheduled absences. Additional employees may be approved based on the operational need.
7. Late cancellations or Employees reporting sick after 1700 hours shall result in the waiver of seniority scheduling on the following day for those positions affected.
8. Drivers shall be responsible for obtaining report times each day calling Dispatch between 1800-1930 hours.
9. Employees bidding split days off are subject to having those days changed during the shakeup once the Employee has been notified by providing forty-eight (48) hours notice.
10. Either party may request to change, modify, add, or delete items, contained in Section 13.6 of the Agreement by providing five (5) day's notice. The parties have mutually agreed to meet to discuss any and all requested changes.
11. The parties further agree to meet following five (5) day's notice if at any time Ben Franklin Transit experiences any loss of operating revenue or substantial change or anticipated change in the operational requirements of Dial-A-Ride. It shall be in the mutual interest of both parties to discuss the impact of such unforeseen and unanticipated economic or operational changes.
12. The Employer and Union agree that circumstances may arise, such as agency closures due to holidays or other unforeseen circumstances, which precludes the Employer's ability to meet the provision of this agreement. In the event of a decreased workload due to agency closures or other unforeseen circumstances, the Employer will provide the opportunity, by site seniority, for Employees to schedule Vacation or unpaid leave. The work remaining will then be assigned in seniority order. Positions bid and any minimum guarantee is waived under these circumstances.

13. Drivers prescheduled to work on a scheduled day off will be assigned in seniority order right before the employee that is directly junior (or as close to) and working on a regular assigned day using the current site seniority roster. In other words, assignment by position bid shall be waived in this instance only for the Employee working on his or her day off and the Employer shall determine the length of shift, which shall not be less than two (2) hours. In the event the Employer cancels the assignment of overtime as herein stated, the Employee shall receive two (2) hours pay.
14. Employees that are prescheduled to work on a scheduled day off and have a previously scheduled appointment can submit a request to have their work assignment adjusted to accommodate the request. The request will be considered by the Employer and may be approved on a case-by-case basis.
15. Employees that have been subject to Article 13.4.c during a current shakeup and have been prescheduled to work on a scheduled day off will be assigned in seniority order as stated in Article 13.6.A.13

B. Scheduling of the Work: (Prosser)

1. Full-time drivers shall be afforded the opportunity to bid, in seniority order beginning with position number one (1), work shifts as determined by the Employer and shall include the provisions of 13.4(d) of the Agreement.
 2. The Employer and Union agree that circumstances may arise, such as agency closures due to holidays or other unforeseen circumstances, which precludes the Employer's ability to meet the provision of this agreement. In the event of a decreased workload due to agency closures or other unforeseen circumstances, the Employer will provide the opportunity, by site seniority, for Employees to schedule Vacation or unpaid leave. The work remaining will then be assigned in seniority order. Positions bid and any minimum guarantee is waived under these circumstances.
 3. The Daybook may be closed for unselected Vacation (Section 18.5 (a), (b), for the period of time two (2) bargaining unit employees are unavailable for duty through any combination of scheduled Vacation, Disability (occupational or non-occupational) and Family Medical Leave. Each occurrence (Daybook closing) will not exceed forty (40) calendar days in duration.
 4. Drivers called to work on a scheduled day off will be assigned in seniority order using the current site seniority roster. In other words, assignment by position bid shall be waived in this instance only and the Employer shall determine the length of shift, which shall not be less than two (2) hours.
 5. There shall be three (3) shakeup re-bids each year with selections implemented the fourth Monday in April, August, and December. The April shakeup will coincide with the end of the Prosser public school year and be implemented the first Monday thereafter.
- 13.7 **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.
- 13.8 **Hire Date:** The hire date is the first day of employment.

- 13.9 **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.
- 13.10 **The CSD** will be forfeited and a new one established in the event of rehiring after any one of the following absences:
- d. Voluntary resignation.
 - e. Discharge of cause.
 - f. Retirement.
 - g. Layoffs for greater than one year.
- 13.11 **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).

Article 14
Regular Part Time Employees

- 14.1 **Hours of work:** Part-time Employees must be available for a minimum of three (3) shifts per week. Upon ratification, all current part-time Employees will be grandfathered in with regard to availability through the life of this contract. Part-time Employees will be limited to twenty-six (26) hours per week, except as specified below:
- a. The limit of twenty-six (26) hours per week shall be waived and the Employer authorized to use a part-time Employee in the classifications of Driver, Driver/Dispatcher to replace a full-time position when an Employee has booked off sick prior to the Employee's scheduled report time.
 - b. The limit of twenty-six (26) hours per week shall be waived and the Employer authorized to use part time Employees in the classification of Reservation Clerk to replace a full-time position when an Employee is off work on Vacation Leave or when an Employee has booked off sick prior to the Employee's scheduled report time.
 - c. The union agrees to waive the twenty-six (26) hour weekly maximum at any time three (3) or more Tri-Cities full-time bargaining unit employees are unavailable for duty due to disability occasioned by approved Family Medical Leave, occupational or non-occupational illness or injury. In Prosser one (1) bargaining Employee absence as defined above waives the twenty-six (26) hour weekly maximum.

Example:	3 Employees Unavailable	1 Part-time Waiver
	4 Employees Unavailable	2 Part-time Waiver

The number of waivers of the twenty-six (26) maximum progresses according to the number of full-time Employees unavailable for duty as demonstrated in the above example.

- 14.2 **Work rules:** Part-time Employees are subject to work rules and disciplinary actions as provided in this labor agreement and are subject to the Employees rules and policy manual provisions so long as those provisions are consistent or in conflict with the provisions of this Article.
- 14.3 **Pay scale:** Part time Employees, subject to completion of training and subject to the Employer's

determination of acceptability for employment, shall enter their probationary period at the entry level Step 1 wage and progress according to the wage schedule in Appendix A.

- 14.4 **Fringe benefits:** Part time employees shall be eligible for fixed holidays, as identified in Article 21.1, on a pro-rated basis, as defined in Article 21.5. Holiday pay will not be counted as hours of work. No other fringe benefits are available to part-time employees except as provided in Article 17 and 18.4. W.C.T.P.T. is funded by way of wage diversion, therefore, pension contribution will be paid for all compensable hours as stated in Article 24 for part-time employees.
- 14.5 **Continuity of Service Date:** Part-time Employees who accept a full-time position will have a Hire Date as used for computing the CSD (Section 13.7) as of the date of their employment as a full-time employee.
- 14.6 **In an event of layoffs:** Regular part time employees will be laid off before regular full-time Employees.

Article 15 Layoff and Recall

- 15.1 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.
- 15.2 The Employer will lay off Employee(s) within a classification according to seniority of the Employees within the affected classification.
- 15.3 Employees laid off in accordance with Section 13.2 herein shall be placed on a re-employment list maintained by the Employer in order of Seniority Number immediately prior to the layoff and shall be eligible for recall for a period of one (1) year. Employees on said reemployment lists shall be recalled in reverse order of the layoff. Then any Regular Part-Time Employees may be re-employed. No Employees shall be hired to perform bargaining unit work until said work has been offered to Employees on the reemployment list. An offer of recall shall be in writing and sent by certified mail, return receipt requested, and also by regular mail to the last known address of the Employee. A notice will also be given to the Union. Once an Employee does not accept recall they forfeit all recall rights. An Employee so notified must indicate his or her acceptance of said recall within fourteen (14) working days of receipt of notice and shall be back on the job within five (5) working days of acceptance, or at the discretion of the Operations Director or forfeit all recall rights under this Article.
- 15.4 **Voluntary Layoff.** If the Employer determines that layoffs are necessary in accordance with Article 13.1, and the requirements of Article 14.6 have been met, then and only then, may the Employer offer voluntary layoffs to those within the affected classification, and out of order of Seniority. If an Employee of higher seniority than that of the last Employee on the seniority roster within the affected classification wishes to take a voluntary layoff then Article 13.2 can be waived.
- 15.5 Upon receipt and acceptance of Employee's application for voluntary layoff, the Operations Management will schedule a meeting with the Employee and Union Representative to discuss the voluntary layoff process.

Employees laid off in accordance with Article 15.4 herein shall be placed on a re-employment list maintained by the Employer in order of Seniority Number immediately prior to the layoff and shall be eligible for recall for a period of one (1) year. During a voluntary layoff period, an Employee will accrue seniority. Employees on said re-employment list shall be recalled by the highest seniority number first, starting with those who took voluntary layoffs, according to Article 15.4, and then those layoffs that the

company determined were still necessary, brought back according to Article 15.2. Then any Regular Part-Time Employees may be re-employed. No Employees shall be hired to perform bargaining unit work until said work has been offered to Employees on the re-employment list. An offer of recall shall be in writing and sent by certified mail, return receipt requested, and also by regular mail to the last known address of the employee. A notice will also be given to the Union. Once an Employee does not accept recall they forfeit all recall rights. An Employee so notified must indicate his or her acceptance of said recall within fourteen (14) working days of receipt of notice and shall be back on the job within five (5) working days of acceptance, or at the discretion of the Operations Director or forfeit all recall rights under this Article.

Article 16 Wages

- 16.1 The wages paid to Employees covered by this Agreement shall be set forth in the classification and a wage schedule attached hereto and incorporated herein by this reference as Appendix A.
- 16.2 The parties further agree that all terms and conditions of this Agreement shall remain in full force and effect during the term of the Agreement per Article 33 and subject to the provisions of Article 32.

Article 17 Health and Welfare Benefits

- 17.1 Regular employees will be eligible for the benefits listed below.
- 17.2 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”.

- 17.3 Employees while on the active payroll as defined in Section 17.1 will receive the following:
- a. Upon full execution of this Agreement and through 2021, the Employer will contribute \$1,336.66 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 \$1,403.49). (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 \$1,473.66 (For example, if the Aggregate Premium Rate increases by 7%, the Health and Welfare Insurance Allowance would increase

by 5%).

- 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 \$1,547.35). (For example, if the Aggregate Premium Rate increases by 7%, the Health and Welfare Insurance Allowance would increase by 5%).
- e. 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.
- f. 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.

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.

- 17.4 Following initial qualification for benefits as outlined in 17.1 above, premiums shall continue to be paid for all regular employees who were compensated for eighty (80) hours or more the previous month.
- 17.5 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.
- 17.6 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.
- 17.7 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.
- 17.8 Any disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Union and/or the employee.
- 17.9 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, benefits provided by Article 17 would not apply.

Article 18
Vacation Leave

18.1 Vacation hours for regular full-time Employees shall accrue at the rates indicated below.

Vacation totals based on 2,080 hours compensated			
YEARS OF SERVICE	VACATION DAY EQUIVALENT	VACATION ACCRUAL (Per hour compensated)	VACATION HOURS (Per year)
0 - 3 years	18.00	0.06923	144
4 - 5 years	20.50	0.07885	164
6 - 10 years	23.00	0.08846	184
11 - 15 years	25.50	0.09808	204
16 - 20 years	28.00	0.10769	224
21 - 25 years	30.50	0.11731	244
26 - 30 years	33.00	0.12692	264
31+ years	35.50	0.13654	284

18.2 During the probationary period no Employee shall be allowed Vacation, nor shall leave be accrued. However, upon satisfactory completion of the probationary period he or she shall be accredited with the Vacation hours earned based on the number of all hours paid since the CSD.

18.3 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 or 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.

18.4 Bargaining Unit employees will have the option of taking Vacation or leave without pay on the first full or partial day of an absence due to illness but must use Vacation in eight (8) hour increments on all subsequent days to fulfill the regular work week. Vacation when scheduled and approved may be taken in one (1) hour increments.

18.5 A. Vacation shall be scheduled in the Tri-Cities Dial-A-Ride Daybook as follows:

1. The changes referenced herein shall be effective with the Annual Selection period beginning November through December during the life of this contract.

The Employer annually will calculate the number of Bargaining Unit Employees, inclusive of drivers, driver/dispatchers, working a Monday through Sunday work week who are eligible to schedule Vacation by multiplying the number of active full-time employees on Labor Day by nine (9%) percent. For the purpose of this Article an inactive employee(s) is defined as one who has not been available for work from New Year's Day through Labor Day and will not be included in determining the number of employees eligible to select Vacation as described herein. In no event will the number of eligible employees authorized to schedule Vacation be less than five full-time employees. The specific number of employees shall be determined as a whole number and fractions shall not apply in the calculation. Changes or modification of the terms agreed to herein shall be as specified in Section 2.8 of the Agreement. A maximum of four (4) Bargaining Unit employees will be permitted off on Vacation Tuesday through Friday annually during the community Benton- Franklin County Rodeo.

2. Six (6) Bargaining Unit employees will be permitted off Vacation on Saturday and Sunday. (Pursuant to agreement between the Union and the Operations Director).
 3. During the months of November through December of each year, Vacation shall be selected for the following year by way of advanced scheduling in seniority order, and inclusive of all Bargaining Unit classifications as follows:
 - a. Employees shall be allowed to choose a maximum of three (3) full forty (40) hour increments, if available, of Vacation during the first selection period. Employees who are still on probation or who do not have sufficient Vacation accrual at the time of the Vacation date, will need to cancel the selected leave in accordance with Daybook rules.
 - b. After all eligible employees have had an opportunity to schedule Vacation during the first selection period, eligible Bargaining Unit Employees shall be allowed to choose up to five (5) single eight (8) hour increments during the second selection period.
 4. Following the first two selections by all Bargaining Unit Employees, subsequent selections will be on a first come first serve basis. The Employee must submit a request to management personnel for single day use of Vacation three (3) working days in advance to the Employer, by 1100 hours. Forty (40) hour requests for scheduling of or cancellation of scheduled Vacation must be submitted three (3) working days) in advance. All aspects of this section apply to Prosser represented Employees except the period of availability is Sunday through Saturday.
 5. Any request for single day cancellation of scheduled Vacation must be submitted to Operations Management personnel by 1100 hours one (1) working day in advance. Single day cancellation for represented Prosser Employees must be submitted Sunday through Saturday.
 6. An Employee leaving employment shall be compensated for Vacation earned to the date of separation. All unused accrued Vacation shall be paid to the employee or the employee's estate.
 7. Excluding the annual Vacation selection, an Employee may schedule Vacation hours actually earned at the time and may not schedule time off based on anticipated accruals. An Employee may take unpaid leave if they do not have sufficient accrued Vacation to cover time that has been prescheduled off. Unpaid Vacation will not exceed eight (8) hours during the calendar year January through December. Use of unpaid Vacation in this manner shall be calculated in full hour increments. Beyond the eight (8) hours unpaid leave, an Employee will be required to cancel scheduled time off whenever the current accrual is insufficient to meet any scheduled time off.
- B. One (1) Bargaining Unit Employee working a Sunday through Saturday work week at the Prosser Site shall be permitted off on Vacation in increments of no less than eight (8) hours. Depending on operational needs, additional driver(s) may be permitted off on Vacation at the sole discretion of the Employer. Changes or modifications of the terms agreed to herein shall be as specified in Section 2.8 of the Agreement.

One (1) Bargaining Unit Employee working a Sunday through Saturday work week in Reservations shall be permitted off on Vacation in increments of no less than eight (8) hours. Depending on operational needs, additional driver(s) may be permitted off on Vacation at the sole discretion of the Employer. Changes or modifications of the terms agreed to herein shall be as specified in Section 2.8 of the Agreement.

During the months of November and December of each year, Vacation shall be selected for the following year by way of advanced scheduling in site seniority order, and inclusive of all Bargaining Unit

classifications employed at the Prosser site as follows:

1. Employees shall be allowed to choose a maximum of three (3) full forty (40) hour increments of Vacation, if available, during the first selection period.
 2. After all Employees have had an opportunity to schedule Vacation during the first selection period; Employees shall be allowed to choose up to five (5) single eight (8) hour increments during the second selection period.
- 18.6 Vacation may be sold at any time in increments of at least eight hours. The Department Managers may authorize exceptions to this. Sale of Vacation must coincide with payroll weeks and shall not constitute hours compensated for accrual of Vacation or overtime. Sale of Vacation must not lower the available balance below forty (40) hours.
- 18.7 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.

ARTICLE 19 SICK LEAVE

- 19.1 Employees shall accrue one (1) 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)
- 19.2 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 one (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.

- 19.3 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.

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

- 19.4 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).

19.5 “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.

19.6 Employee Notice for Foreseeable Use of Sick Leave

If an employee’s absence is foreseeable (planned), the employee must provide notice to Operations Management 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 Operations Management two hours before his or her scheduled report time and provide the qualifying reason.

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

19.7 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.

19.8 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 20
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.

**Article 21
Holidays**

- 21.1 The following legal paid holidays shall be recognized:
- | | |
|------------------|-------------------------------------|
| New Year's Day | (January 1) |
| Memorial Day | (Fourth/Fifth Monday in May) |
| Independence Day | (July 4) |
| Labor Day | (First Monday in September) |
| Thanksgiving Day | (Third/Fourth Thursday in November) |
| Christmas Day | (December 25) |
- 21.2 If the holiday falls on a non-scheduled workday, eight (8) hours will be credited to the Employees Vacation Bank. Whenever a holiday as indicated in section 19.1 falls within a Vacation period, Vacation will not be charged for such holiday.
- 21.3 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 Article 21.1 shall be paid for at one and one-half (1-1/2) times the regular rate of pay in addition to the holiday pay.
- 21.4 To be eligible for holiday pay the regular Employee must be in a pay status on the Employee's scheduled workday prior to or subsequent to the holidays listed in Article 21.1.
- 21.5 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.
- 21.6 There shall be no pyramiding of overtime pay on holidays.

**Article 22
Military Leave, Jury Duty, Leave of Absence, Bereavement Leave**

- 22.1 **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 1st and ending the following September 30th.

Such military leave of absence shall be in addition to any Vacation 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 21, Section 21.5.

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.

- 22.2 **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 21.5

22.3 **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 sick leave or vacation leave benefits shall accrue while an Employee is on leave of absence. Continuation of medical, dental and vision are subject to the provisions of the Teamster's Health and Welfare Trust.

22.4 **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'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 21.5. 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.

22.5 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 17.2
- 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 20.5.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.
- g. 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.

22.6 Family Medical Leave.

The 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 Vacation 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 20.3, Leave of Absence without pay.

If the husband-and-wife 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 husband and wife, only one will be granted family leave, for this purpose, at a time.

22.7 Modified Duty or Light 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 DAR Employees' regular rate of pay. Holidays shall be paid at the modified duty rate. Number of hours of pay will be determined under Article 21.5 for the period specified prior to the disability.

The Employee's CSD will be maintained as per Article 13.2. 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 23
Retirement

- 23.1 All eligible Employees shall be covered by the Public Employees Retirement System. There are three classes of membership in the Public Employees Retirement System consisting of:
- a. Plan I for Employees who were members at any time prior to October 1, 1977; and
 - b. Plan II, which is for Employees who did not initially establish membership in PERS prior to October 1, 1977; and
 - c. Plan III, for Employees who chose to take this plan over Plan II.
- 23.2 Employees will be permitted to participate in deferred compensation plans provided by the Employer. Contributions into such plans shall be the sole responsibility of the Employee.

Article 24
Pension

The Employees have elected to divert by way of wage deduction the below listed amounts to the Western Conference of Teamsters Pension Trust. The diversion shall be applicable to all hours, including overtime hours. The overtime rate of pay will be calculated on the total wage and pension diverted.

- 24.1 Effective June 1st, 2021, the hourly wage deduction shall be two dollars and fifty five (\$2.55) per compensable hour through the life of this agreement. Effective June 1st, 2021, the Employer shall pay into the Western Conference of Teamsters Pension Trust amounts diverted on account of each member of the bargaining unit for each hour for which compensation is paid.
- 24.2 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

Article 25
Inclement Weather or Other Conditions

- 25.1 The Employer shall be the sole determiner of whether or not inclement weather conditions exist.
- 25.2 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 that 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.
- 25.3 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 26
Report Time and Late Reports

26.1 Definition of Report Time and Late Reports

- a. Drivers are required to report (sign-in) at Dispatch for their assigned runs, no later than their exact report time and in proper uniform. A grace period of 59 seconds past report time will be allowed.

Example. Report Time: 5:00:00 a.m.
 5:00:59 a.m. O.K.
 5:01:00 a.m. Late Report Issued

- b. Bargaining Unit Employees not reporting for duty as scheduled and failing to notify Dispatch until after the second hour has elapsed will be charged with Absence Without Leave (AWOL) Report.
- c. Drivers whose weekday report time is before 0700 hours must call dispatch between 0400 and 0505 hours stating they are sick or not able to work. Drivers having report times after 0700, through the working day, must call two (2) hours before scheduled report time. Drivers whose Saturday report time is before 0855 hours must call dispatch between 0500 and 0530 hours. Drivers whose Sunday start time is prior to 0930 must call dispatch between 0600 to 0630 hours. Drivers reporting Saturday after 0855, and Sunday after 0930 hours must call two (2) hours before scheduled report time. Failure to follow these instructions will result in being charged with failure to follow directive as listed in 26.4 of this article.
- d. All bargaining unit Employees who have been off sick must call Dispatch or Scheduling by 1700 hours the day prior to returning to work excluding Sunday. Drivers relieved after 1700 hours due to illness will not be scheduled for duty on the next regularly scheduled workday. All bargaining unit Employees relieved before 1700 hours must call before hours to be scheduled for duty on the next regularly scheduled workday. A bargaining unit Employee relieved from duty after 1700 hours who is physically fit for duty the following morning may call Dispatch periodically between the hours of 0500 - 1000 hours to inquire if work is available due to same day sick call offs. In that event the bargaining unit Employees will be assigned to work the vacated shift without regard to his/her seniority. A bargaining unit Employee relieved after 1700 hours due to an on-the-job injury or illness that requires medical evaluation will not be eligible to call in well as described herein. Bargaining unit Employees failing to call before 1700 hours will not be scheduled for duty. Prosser represented Employees must report Monday through Friday in accordance with the requirements of this section.
- e. Reservation Clerks will work hours assigned.
- f. Reservation Clerk(s) who are sick and unable to work must call dispatch two (2) hours before scheduled report time. Failure to follow these instructions will result in being charged with failure to follow directives as listed in 26.4 of this article.

26.2 Disciplinary Action - Late Reports and Mandate Refusals

- a. Probationary period (865 working hours):
 - 1. First Late Report Written Warning
 - 2. Second Late Report Final Written Warning
 - 3. Third Late Report Two Days Suspension
 - 4. Fourth Late Report Dismissal/ Discharge

- b. Regular Employment (866 hours through the term of employment):
 - 1. First Late Report Written Warning
 - 2. Second Late Report Written Warning
 - 3. Third Late Report Final Written Warning
 - 4. Fourth Late Report One Day Suspension
 - 5. Fifth Late Report Two (2) Days Suspension
 - 6. Sixth Late Report Dismissal / Discharge

Late reports received during probationary period carry over past the probationary employment period. Each late report will be dropped as chargeable one (1) year after receiving them.

26.3 Disciplinary Action - Absence Without Leave (AWOL)

- a. Probationary Employee
 - 26.3.a.1 First AWOL Up to a One (1) Week Suspension
 - 26.3.a.2 Second AWOL Dismissal / Discharge

- b. Regular Employee (off probation):
 - 26.3.b.1 First AWOL Two (2) day Suspension
 - 26.3.b.2 Second AWOL Two (2) day Suspension
 - 26.3.b.3 Third AWOL Dismissal / Discharge

26.4 Disciplinary Action - Failure to Follow Directives in Reporting or Not Reporting for Work

- a. Probationary Employee:
 - 1. First failure to follow directives or procedures: Written reprimand.
 - 2. Second failure to follow directives or procedures: Two (2) day suspension.
 - 3. Third failure to follow directives or procedures: Dismissal/Discharge.

- b. Regular Employee (off probation):
 - 1. First failure to follow directives or procedures: Written reprimand.
 - 2. Second failure to follow directives or procedures: One (1) day suspension.
 - 3. Third failure to follow directives or procedures: Three (3) day suspension.
 - 4. Fourth failure to follow directives or procedures: Dismissal/Discharge.

26.5 Attendance Control Program

PROCEDURES TO BE USED FOR ATTENDANCE CONTROL

This procedure is predicated on the assumption that BFT is entitled to expect regular attendance on the job, that as providers of regular, dependable transportation service, we require employees with regular, dependable attendance habits. This procedure recognizes that both the employee and employer have certain responsibilities for ensuring good work attendance.

REVIEW OF RECORDS

Attendance records will be reviewed by the Supervisor each time an individual is absent from work. Any employee whose record indicates a chronic or developing absenteeism problem will be assisted in correcting his or her attendance through use of these procedures. An absence is defined as "any time a person is absent from work for an unscheduled or unauthorized absence," a portion of a day or more.

CORRECTIVE ACTION

When it is determined that corrective action is required to assist the employee in improving attendance, the following corrective action steps will be followed. In the early stages of absenteeism, intervention will be in the form of counseling in an attempt to resolve an emerging problem in a positive manner without the need of formal corrective action. However, if absenteeism continues, it will be met by corrective action and finally termination. If an employee's absence becomes excessive, patterned or suspect, the employee may be required by management to submit a doctor's statement or to substantiate the reason for his or her absence.

STATUS NOTIFICATION

A Status Notification will be provided to the employee at four (4) days, at six (6) days and again at eight (8) days of absence.

WRITTEN REPRIMAND BEFORE TERMINATION

If an employee still continues to have an attendance problem at nine (9) days of absence, he or she will be issued a written reprimand, notice of termination and also the right to their one-time annual reduction of chargeable absences. An employee has the right to Union representation at any formal meeting regarding the discussion of possible corrective action.

TERMINATION

As a last resort, and in the event an employee has failed to show any improvement with respect to his or her attendance problem, he or she may be terminated. As before, an employee has the right to Union representation at any formal meeting regarding the discussion of possible corrective action.

It should be noted and fully understood by all parties that termination will not only be based on all facts relative to the case, but the employee's length of service, overall records, and all other circumstances will be considered. However, corrective action must and will be taken if the individual fails to correct a poor attendance record.

ATTENDANCE CONTROL PROCEDURES

1. Status Notification and general information regarding FMLA at four (4) days of absence.
2. Status Notification requiring employee signature at six (6) days of absence with general information regarding FMLA.
3. Status Notification requiring employee signature at eight (8) days of absence with general information regarding FMLA.
4. After nine (9) days of absence, a written warning, warning of termination and information regarding the one-time annual reduction of chargeable absences.

5. After ten (10) days of absence, termination.
6. Prior to any termination, there will be a review of the employee's entire record for the previous three years including, but not limited to safety, discipline and prior attendance records, to determine the appropriate corrective action on a case-by-case basis.

REDUCTION OF CHARGEABLE ABSENCES

At nine (9) days of absence and when the employee is subject to a written warning and warning of termination under the Attendance Control Procedures he or she will have the opportunity to submit a written request to have the chargeable time loss of one (1) day removed from their record once at this step during the period of January through December. This request must be presented to the employer within two (2) days notification of pending corrective action. In that event, the employee will make themselves available for any time during a thirty (30) day period (Monday-Saturday) as determined by the employer. The employer will provide notification when scheduled for duty to the employee not later than on (1) day prior by 1500 Hours. If the employer does not provide a work opportunity within the thirty (30) day period, the time loss will be removed from their record. If the employee refuses to accept the work when scheduled, corrective action will proceed within the Attendance Absences Procedures up to and including any subsequent time loss. Employees will not be subject to provisions of 11.2.b of the Labor Agreement when electing to reduce chargeable time loss under the provisions of the Attendance Absences Program.

If the employee elects the option to have chargeable absences removed from their record and, is scheduled for duty but refuses the assignment, then the original corrective action will be administered in accordance with the Attendance Control Procedures.

The thirty (30) daytime period during which the employee is available for duty begins once the employee has signed to elect the option of time loss reduction at nine (9) days of absence.

The thirty (30) day time period will be extended to cover any days pre-scheduled off on Vacation Leave at the time the employee elects the option of time loss reduction.

EXCUSED ABSENCES

Employees requesting time for personal business and or medical appointments must submit a written request a minimum of one (1) day in advance. Approved time off requests of this nature shall not exceed four (4) hours. An employee presenting a statement from a health care professional or court clerk will be excused for whatever time required by the employee in excess of four (4) hours. Excused absences will not be charged as an absence under the provisions of the Attendance Control Program.

Employees requesting Excused Absences shall take the time off by using accrued vacation leave. Employees electing to take time off under this Section will waive shift guarantees as stipulated in the Agreement. An employee working a forty (40) hour guaranteed position will have a weekly total of hours that when combined with the absence hours will equal or exceed forty (40) straight time hours. An employee taking an excused absence during the workweek remains eligible for overtime work opportunities.

Unexcused absences are chargeable as time loss under the provisions of the Attendance Control Program and repeated absences of this nature will result in corrective action.

Absences are charged on a calendar year time period beginning with the first day of absence annually in January.

The parties agree to review the Attendance Control Program one (1) year from the date of implementation in order to resolve issues or interest of either party and further stipulate that changes are subject to negotiation.

Article 27

Discipline

27.1 The Employer may discipline an Employee for Just Cause within thirty (30) calendar days from the time the Employer is made aware of an incident or infraction that may result in discipline and the employer will notify the Employee as soon as it is determined that an investigation is required. Failure to meet the time limit of thirty (30) calendar days shall waive the Employer's right to take any disciplinary action. If circumstances exist that require additional time, the Employer will notify the parties and an extension of time will be granted by mutual agreement.

"Just cause" for the purpose of this article includes, but is not limited to, the following items related to or affecting the employee's employment:

- a. Insubordination;
- b. Unauthorized use of equipment;
- c. Falsification of reports;
- d. Use of intoxicants/illegal drugs;
- e. Recklessness;
- f. Preventable accidents;
- g. Violation of the No Strike clause;
- h. Negligent driving;
- i. Moving traffic violations;
- j. Failure to report an accident;
- k. According to the classification assigned, any violation of the Driver Rules and Policy Manual or Reservation Clerk Rules and Policy Manual;
- l. Carelessness;
- m. Late reports (this is the subject of the following article);
- n. Unexcused absences (this is subject to Article 8.3).

27.2 Disciplinary actions that may be taken against an employee include the following:

- a. Oral reprimand.
- a. Written reprimand.
- b. Suspension without pay.
- c. Discharge

27.3 When considering disciplinary action and determining the level of discipline to be imposed for an infraction, the Employer will consider the nature and severity of the infraction as well as the employee's overall performance record. The overall performance record would include the employee's length of service and the nature and severity of prior disciplinary actions that are active in the employees personnel file as outlined in Article 27.9. Disciplinary action shall be administered in progressive fashion, in order of increasing severity from oral or a written reprimand to discharge, except when, in the judgment of the Employer, the cause for discipline is sufficiently serious to warrant suspension or discharge, in which event discipline may be administered without regard to the order indicated above. Notwithstanding provisions for progressive discipline set forth in Article 27, employees violating Article 30, and/or Section 27.1(d) of this Agreement, shall be subject to immediate discharge.

27.4 The Employer may discharge or terminate an employee for just cause only. The Employer shall make available the specified charges to the employee and the Teamster Representative no later than two (2)

working days prior to the effective date of the action. When the Employer determines circumstances are such that retention of the employee will likely result in disruption of Employer programs, damage to or loss of Employer's property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may discharge or terminate the employee immediately.

- 27.5 A meeting will be held regarding disciplinary action pursuant to the provision of Article 3.5 regarding suspension or discharge. In advance of such meeting, the employee shall be notified of the charges, the facts upon which the charges are based and the range of disciplinary actions being considered.
- 27.6 The Employer may suspend an employee for just cause only. Any employee shall not be suspended in any case for more than thirty (30) working days for each infraction. In cases where the Employer deems suspension appropriate, the Employer shall make the specified charges and duration of the suspension available to the employee and the Union in writing. In the event that the suspension is for fifteen (15) working days or less, then and in that event no prior notification by the Employer shall be required before the effective date of the suspension. In the case of a suspension being for more than fifteen (15) working days up to thirty (30) working days, then and in that event, the Employer shall provide two (2) week notification prior to the effective date of the suspension.
- 27.7 The time limitations relating to notification of disciplinary action are only for employee notification purposes and shall not affect the validity of disciplinary action taken by the Employer. In other words, if the Employer is unable to provide notification in strict adherence to the notification times expressed in subsections hereinabove, said inability shall not affect the validity or effectiveness of any type of disciplinary action against an employee. Copies of all disciplinary action taken by the Employer shall be forwarded to the Teamster Representative with the exception of oral reprimands. Notations of oral reprimands shall be permitted in the employee's personnel file, provided that the employee is informed that said notation will be undertaken. The Operations Management or their designee will initiate all disciplinary actions.
- 27.8 References to disciplinary actions in an employee's personnel file shall be maintained in the personnel file as follows:
- a. If disciplinary action is that of an oral or written reprimand, then the reference thereto shall remain in the personnel file for a period of twelve (12) months from the date of the last infraction. If there exists another disciplinary action as a result of a similar or substantially similar form of misconduct, then and in that event, both references to oral and/or written reprimands shall remain in the personnel file twelve (12) months from the date of the last infraction.
 - b. If the disciplinary action is that of a suspension, then and in that event, the written references to the suspension shall remain in the personnel file for a period of thirty (30) months. This article shall be applicable to all suspensions that are issued after the date of ratification of this CBA.
 - c. Disciplinary action consisting of a discharge shall remain in the employee's personnel file on a permanent basis.
- 27.9 No member of the Union shall be disciplined or discharged for lawful Union activities outside working hours.
- 27.10 When an employee is called before Management for disciplinary reasons the employees shall have the right to have a Union representative present. The employees shall have two (2) working days, or when all parties are available following notification to coordinate the presence of a Union representative. Thereafter, Management has the right to proceed with the meeting established for disciplinary purposes without the presence of a Union representative. The employee shall present himself/herself to the meeting as directed by Management.

27.11 All references in this article to time limits for considering discipline and record retention shall be calculated while the employee is "active for work". Active for work, for purposes of this article, is defined as all paid time credited to the employee with the following exceptions:

1. Leaves of absence without pay in excess often (10) consecutive calendar days.
2. Occupational or non-occupational illness or injury.

27.12 The parties agree that there are separate disciplinary procedures applicable to violations and/or misconduct under the Drug and Alcohol Abuse Policy.

Article 28 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
6. Labor Relations 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.

28.1 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.

28.2 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 latereports.

- 28.3 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.
- 28.4 Grievances may be heard at any time where practical and feasible.
- 28.5 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.
- 28.6 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.
- 28.7 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.

28.8 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: 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.

- a. 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.
- b. 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.

- c. **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.
- d. **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.
- e. **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 29
No Strike - No Lockout

- 29.1 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.
- 29.2 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.
- 29.3 The Employer agrees that there will be no lockouts during the term of this Agreement.
- 29.4 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

Article 30
Alcohol and Drug Testing Policy

- 30.1 The parties agree that there is a separate policy that addresses drug and alcohol abuse, see Section 25.12. 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 31
Miscellaneous

31.1 Union Business Leave

The Employer will allow steward(s) a reasonable amount of time without loss of pay for the purpose of performing the following duties for an employee or group of employees, upon prior approval of the steward(s) supervisor.

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

31.2 Dial-A-Ride Driver/Dispatcher/Reservationist Clerk

- a. Vacancies for the assignment of Driver/Dispatcher shall be posted in-house. Drivers hired after the date of ratification may be appointed by the Employer to the assignment of Driver/Dispatcher if qualified in-house applicants do not apply when a vacancy is posted.
- b. The driver selected for this assignment may resign from assignment at any time. If the employee has not or is not meeting job standards, the employee will be released and reassigned to duty as a driver.
- c. An employee performing in the capacity of Driver/Dispatcher shall be required to perform all duties and requirements of the assignment necessary for the effective operation of Dial-A-Ride. Driver Dispatchers may not bid change of employment location.
- d. It is the sole discretion of the Employer to the selection and assignment of Driver/Dispatchers.

31.3 Commercial Drivers License

CDL. BFT will pay the full cost of the CDL required for the position of Dial-A Ride Driver once per contract. This is payable upon receipt.

31.4 DOT Physical

The Employer will pay for one DOT physical per year. The employee has two choices: They can go to an employer contracted physician and be paid for their time or a physician of their own choosing, on their own

time. If the employee chooses the employers' contracted physician, they must obtain a referral slip from Human Resources, make their own appointment with the provider and coordinate their schedule with Scheduling. Upon obtaining the Medical Examiner Certificate, a copy must be provided to Human Resources. If the employee chooses to go to a physician of their own, the employee will be reimbursed for the DOT physical up to the maximum amount the employer would pay if the employee went to the employer clinic. The reimbursement will be paid upon receipt.

31.5 Surveillance

The parties have agreed that no surveillance equipment or recorded material will be used by BFT for the purpose of finding misconduct or issuing discipline, referred to by the parties as "witch hunt", "targeted surveillance" or "fishing".

The exceptions to the above are cases where BFT receives a report of a complaint, accident, incident or event from a customer, employee, or a member of the public where BFT investigates the report involving a Teamster. If Management reviews recorded material under such circumstances and management determines there may be a basis for potential discipline, they will notify the Union and provide a copy of the material.

Any finding of misconduct or discipline must be related to the specific incident which was the subject of the accident, incident, event or complaint

Article 32 Entire Agreement

32.1 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. The parties, by mutual agreement, modify terms and conditions of this contract but only by way of a written document signed by both parties.

Article 33 Term of Agreement

33.1 This Agreement shall become effective as of date of signing and shall remain in full force and effect from June 1, 2021, to May 31, 2024. 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.

33.2 If the parties have not reached agreement pursuant to the provisions of this Article pertaining to the 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.

33.3 In the event that negotiations for a new agreement extend beyond the anniversary date of this Agreement, May 31, 2021, the terms of this Agreement shall remain in full force and effect until a new agreement is consummated.

IN WITNESS WHEREOF the parties have executed this Agreement this Oct. 14, 2021 (date)

FOR THE EMPLOYER

FOR THE UNION



RICHARD BLOOM
CHAIRMAN BOARD OF DIRECTORS



RUSSELL SHJERVEN
TEAMSTERS LOCAL UNION NO. 839
SECRETARY-TREASURER



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.

	6/1/2021 3.0% Wage Increase	6/1/2022 3.0% Wage Increase	6/1/2023 3.0% Wage Increase
DAR Drivers			
Training Wage	\$ 19.71	\$ 20.30	\$ 20.91
Step 1 End of Training - 12 Months	\$ 24.63	\$ 25.37	\$ 26.13
Step 2 13-24 Months	\$ 25.56	\$ 26.33	\$ 27.12
Step 3 25-36 Months	\$ 26.71	\$ 27.51	\$ 28.34
Step 4 37-48 Months	\$ 27.73	\$ 28.56	\$ 29.42
Step 5 49-60 Months	\$ 28.56	\$ 29.42	\$ 30.30
Step 6 61 + Months	\$ 29.60	\$ 30.49	\$ 31.40
	6/1/2021 3.0% Wage Increase	6/1/2022 3.0% Wage Increase	6/1/2023 3.0% Wage Increase
Reservation Clerk			
Probationary Period - 865 Hours	\$ 17.80	\$ 18.33	\$ 18.88
Step 1 End of Training - 12 Months	\$ 22.28	\$ 22.95	\$ 23.64
Step 2 13-24 Months	\$ 23.09	\$ 23.78	\$ 24.49
Step 3 25-36 Months	\$ 23.93	\$ 24.65	\$ 25.39
Step 4 37-48 Months	\$ 24.79	\$ 25.53	\$ 26.30
Step 5 49-60 Months	\$ 25.69	\$ 26.46	\$ 27.25
Step 6 61 + Months	\$ 26.59	\$ 27.39	\$ 28.21

At management's sole discretion, DAR Drivers may be assigned temporarily to perform work as a "Driver/Dispatcher", "Driver Trainer" or "Reservationist Clerk".

While assigned Driver/Dispatcher, Driver Trainer or Reservationist Clerk duties, DAR Drivers will continue to maintain their seniority within the DAR Driver classification.

While assigned Driver/Dispatcher, Driver Trainer or Reservationist Clerk duties, DAR Drivers will be paid an assignment premium of one dollar and fifty cents (\$1.50) per hour over their regular rate of pay for time spent performing such duties.

This contract contains a provision that allows employees to accrue up to 480 hours of leave. If this leave is sold during the years an employee uses to calculate their retirement it may be considered "Excess Compensation" if it exceeds 240 hours.

Excess compensation consists of specific types of reportable compensation when the payment increases the member's (PERS Plan 1) retirement allowance. If payment included in a retiree's retirement allowance calculation qualifies as excess compensation, then the employer is responsible for the resulting trust fund liability. It is estimated there is a possible trust liability of \$-0- under this contract.

Trainee and Probationary employees hired after ratification shall be subject to the salary schedule contained herein and employees hired prior to ratification shall not be affected.