

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

BEN-FRANKLIN TRANSIT

AND

LOCAL NO. 1599, AMALGAMATED TRANSIT UNION

June 1, 2007, to May 31, 2010

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PREAMBLE

This Agreement is made and entered into between Ben Franklin Transit, hereinafter referred to as BFT, and Local No. 1599 of the Amalgamated Transit Union, hereinafter referred to as ATU 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 ATU.
- * The encouragement of cooperation among all employees of BFT who are members of the ATU, who are covered by this Agreement.
- * The maintenance of the most satisfactory service to the traveling public.
- * The fostering of public sentiment favorable to the operations of BFT.
- * The maintenance of fair wages, hours and working conditions for all employees of BFT who are covered by this Agreement.
- * The establishment and maintenance of an orderly bargaining procedure between BFT and the ATU.
- * The securing of prompt and fair disposition of all grievances and disputes.

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

ARTICLE 1 RECOGNITION

- 1.1 The Employer hereby recognizes the ATU as the exclusive bargaining representative of full-time and regular part-time employees classified as Coach Operators, Coach Operator/Dispatchers, and Coach Operator/Trainers.
- 1.2 The bargaining unit to which this Agreement is applicable consists of regular full-time and regular part-time Coach Operators, Coach Operators/Dispatchers, and Coach Operator/Trainers. Employees who are not within the bargaining unit and therefore are not covered by this collective bargaining agreement include management personnel, supervisors, clerical personnel, temporary employees not to exceed thirty (30) days, and all other employees of the Employer. All elected officials and officers of the Employer are excluded from the bargaining unit. Coaches are defined as vehicles in revenue service operated by regular full-time and regular part-time employees of the employer offering services to the general public.
- 1.3 Regular part-time employees are employees whose normal work assignment is twenty-six (26:00) hours or less per week.
- 1.4 The ATU recognizes 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 a temporary or emergency basis.

ARTICLE 2 MANAGEMENT RIGHTS

The ATU recognizes 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:

- 2.1 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 Coach Operator Guidelines and the ATU 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.
- 2.2 The right to schedule any and all work and overtime work in a manner consistent with this agreement, 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.
- 2.3 The right to hire, transfer, layoff and promote employees as deemed necessary by the Employer in accordance with the provisions of this Agreement.
- 2.4 The right to discipline any and all employees as provided in the disciplinary article of this Agreement.
- 2.5 The right to make any and all determinations as to the size and composition of the work force.
- 2.6 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.
- 2.7 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 emergency.
- 2.8 The Employer has the right to introduce any and all new improved and automatic methods or equipment to improve efficiency and to reduce costs.
- 2.9 The Employer has the right to assign employees in accordance with the provisions of this Agreement.
- 2.10 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, offices, branches, operations or facilities.

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

CONTRACTING OUT

- 3.1 The Employer has the right to contract out, without any negotiations, the types of services and/or work, which have previously been contracted out except Route 225 between Pasco and Richland. Examples are experimental routes and runs; van pools; demand response service; school runs; runs for which equipment and/or trained employees are not available.
- 3.2 When the Employer desires to contract out the types of services and/or work which have not previously been contracted out, the Employer will provide ten (10) working days (Monday through Friday) written notification to the Union. The Union has ten (10) working days from the date of the Employer's written notification to indicate its desire to negotiate about the services to be contracted out. If the Union fails to provide written notification of its desire to negotiate to the Employer within ten (10) working days from the date of the Employer's written notification then the Union waives any and all rights to negotiate about the contracting out decision and its effects. If the Union provides timely written notification to the Employer then the parties will meet as soon as possible to negotiate about the decision and its effects. If the parties are unable to reach agreement in negotiations then the matter will be submitted to mediation. The parties will endeavor to complete negotiations and mediation as soon as possible.

ARTICLE 4 EMPLOYEE RIGHTS

- 4.1 Employees subject to this Agreement shall have and shall be protected in the exercise of their right to join and assist the Union.
- 4.2 An employee or their authorized representative shall have the right, upon written request to the Employer, to inspect his or her personnel file in the presence of the Employer. The written request shall be granted not later than two (2) working days following submission of the 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.
- 4.3 Employees shall receive a copy of any material referring to any job related matters to be placed in the employees personnel file. The employee is required to sign and date a receipt evidencing acknowledgment of evaluation or other material. Such signature shall not be an admission and is only to evidence receipt of evaluation or other material. The employee may attach a statement of explanation in the space provided.
- 4.4 Employees shall have the right, subject to grievance time limitations, to challenge any material included in their personnel file through the grievance procedure.
- 4.5 Prior to any 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 ATU representation at a meeting regarding the discussion of possible disciplinary action. If said employee desires ATU representation, said employee shall be allowed 48 hours to arrange for Union representation.
- 4.6 **Transit Passes**
The Employer agrees to provide tax-free transit passes to BFT employees, spouse and their legal dependents and to retired BFT employees and their spouse. For the purposes of this article, 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 handicaps, living at home.

If evidence indicates an unauthorized person is using employee or dependent's pass, 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 5
NEGOTIATIONS AND TIME TABLE**

- 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. No consent from either party shall be required in order to name such negotiator or negotiators.
- 5.2 The parties agree that a target schedule for conferences and negotiations to be carried on by the parties, with respect to extensions of this Agreement, is as follows:
- a. The parties understand and agree that the terms and conditions of this contract are for a period of three (3) years beginning 6/1/2007 until 5/31/2010 except that contract language changes from the prior agreement to this agreement shall be effective from the date of signature forward.
 - b. Either party may submit a request for negotiations not sooner than January 1, 2010, but not later than March 1, 2010.
- 5.3 The parties may mutually agree in writing 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
SUBORDINATION TO STATUTES**

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

**ARTICLE 7
DISCIPLINE**

- 7.1 The Employer may discipline an employee for just cause. "Just cause", for the purposes of this Article, may include, but is not limited to:
- 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) Any violation of the driver Coach Operators Guidelines
 - l) Carelessness
 - m) Late reports (this is the subject of the following article)
 - n) Unexcused absences (this is the subject of the following separate article)

- 7.2 Disciplinary actions, which may be taken against an employee, include the following:
- a) Oral reprimand
 - b) Written reprimand
 - c) Suspension without pay
 - d) Discharge
- 7.3 Disciplinary action shall be administered in progressive fashion, in order of increasing severity from oral reprimand to discharge, except when, in the judgment of the Employer, the cause for discipline is sufficiently serious to warrant written reprimand, suspension or discharge, in which event discipline may be administered without regard to the order indicated hereinabove.
- 7.4 The Employer may discharge or terminate an employee for just cause only (see Article 16, Probation Employees). The Employer shall make available the specified charges to the employee and the Union President 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.
- 7.5 A meeting shall be held regarding disciplinary action pursuant to the provision of Article 4.5 regarding any 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 action being considered.
- 7.6 The Employer may suspend an employee for just cause only. An employee shall not be suspended in any case for more than thirty (30) working days for each infraction. In cases where suspension is deemed appropriate by the Employer, the specified charges and duration of the suspension shall be made available to the employee and the Union in writing by the Employer. 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) weeks notification prior to the effective date of the suspension.
- 7.7 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. The employer will strive to issue discipline within 30 days from the time management hears about the issue, unless extenuating circumstances interfere.
- 7.8 Copies of all disciplinary action taken by the Employer shall be forwarded to the Union President. Notations of informal counseling shall be permitted in the employee's working file, provided that the employee is informed that said notation will be undertaken. All Management personnel may initiate disciplinary action. Management personnel is inclusive of the General Manager, Operations Manager, Operations Supervisor, Dispatchers, Operator/Dispatchers, and Safety and Training Supervisor. Follow up of disciplinary action may be undertaken by all Management personnel referenced previously except for Operator/Dispatchers.

- 7.9 References to disciplinary actions in an employee's personnel file shall be maintained in the personnel file as follows:
- a. If the 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 reprimand 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 without pay, then and in that event, said disciplinary action shall remain in the personnel file for a period of five (5) years from the date of infraction.
 - c. Disciplinary action consisting of a discharge shall remain in the employee's personnel file on a permanent basis.
- 7.10 No member of the Union shall be disciplined or discharged for lawful Union activities outside of working hours.
- 7.11 When an employee is called before Management for disciplinary reasons, the employee shall have the right to have a Union officer present; provided, however, the employee shall not have longer than 48 hours following notification to coordinate the presence of a Union officer. Thereafter, Management has the right to proceed with the meeting established for disciplinary purposes without the presence of a Union officer. The employee shall present himself or herself for the meeting as directed by Management.
- 7.12 The parties agree that there are separate disciplinary procedures applicable to violations and/or misconduct under the Drug and Alcohol Abuse Policy.
- 7.13 The parties agree that incorporated herein are disciplinary procedures known as the Attendance Control Program (attached hereto as Appendix "B").

**ARTICLE 8
REPORT TIME AND LATE REPORTS**

- 8.1 Definition of Report Time and Late Reports
- a. Operators 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 a.m.	
	5:00:59 a.m.	OK
	5:01:00 a.m.	Late Report Issued
 - b. Operators not reporting for duty as scheduled and failing to notify Dispatch until after the first hour has elapsed will be charged with Absence Without Leave (AWOL) Report.
 - c. Operators whose weekday report time is before 7:00 am must call Dispatch between 4:00 am and 5:00 am stating they are sick or not able to work. Those operators working on Saturday must notify Dispatch between 6:00 am and 7:00 am. Operators having report time after 7:00 am through working day must call two (2) hours before scheduled report time. Failure to follow these instructions will result in being charged with failing to follow directives as listed in Article 8.4.
- 8.2 Disciplinary Action - Late Reports
- | | |
|------------------------|-------------------------|
| 1) First Late Report: | Written Reprimand |
| 2) Second Late Report: | Written Reprimand |
| 3) Third Late Report: | Final Written Reprimand |

- 4) Fourth Late Report: One (1) Days Suspension
- 5) Fifth Late Report: One (2) Days Suspension
- 6) Sixth Late Report: Dismissal/discharge

Each late report will be dropped as chargeable one year after receiving them except as mentioned in Article 8.5.

8.3 Disciplinary Action - Absent Without Leave (AWOL)

- 1) First AWOL: Two (2) Days Suspension
- 2) Second AWOL: Two (2) Days Suspension
- 3) Third AWOL: Dismissal/discharge

Each AWOL will be dropped as chargeable one year after receiving them except as mentioned in Article 8.5

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

- 1) First failure to follow directives in reporting or not reporting for work a written reprimand.
- 2) Second failure to follow directives in reporting or not reporting for work, one (1) day suspension.
- 3) Third failure to follow directives in reporting or not reporting for work, two (2) day suspension.
- 4) Fourth failure to follow directives in reporting or not reporting for work, dismissal/discharge.

Each failure to follow directives in reporting or not reporting for work will be dropped as chargeable one year after receiving them except as mentioned in Article 8.5

8.5 The sixth day of suspension in a two-year period under Article 8 shall be cause for termination.

**ARTICLE 9
GRIEVANCE PROCEDURES**

9.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee and/or Employer grievances and enter into the Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.

9.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement including reprimand, suspension, or discharge and late reports.

9.3 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.

9.4 Grievances may be heard at any time where practical and feasible.

9.5 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 limitations, unless an extension of time is mutually agreed to in writing. The Employer and the employee or his or her representative may extend the time limits by mutual agreement in writing.

9.6 No grievances shall be valid unless said grievance is submitted timely at Step 1. If a grievance is not presented within ten (10) working days from its occurrence, said grievance 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.

- 9.7 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.

- 9.8 Grievances shall be processed in accordance with the following procedure:

Step 1: The aggrieved employee and his or her union representative or the employer, shall, within (10) working days of the occurrence, giving rise to the grievance, reduce the grievance to writing and present such written grievance to the Operations Manager, in the case of an aggrieved employee, or to the Union Vice President, in the case of the employer grievance. Thereafter, the Operations Manager or the Union Vice President, as the case may be, shall respond in writing to the grievance within ten (10) working days after receipt of the grievance.

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 President, as the case may be. The parties shall arrange a meeting between the aggrieved employee, union representatives and the employer's General Manager within ten (10) working days for resolution of the issue. The employer's General Manager or the Union President 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 timely 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 eleven (11) names from the register of PERC. The two parties shall meet and flip a coin. The winning party shall choose to strike the first name from the list or direct the other party to strike the first name from the list. The striker shall communicate their choice to the other party. Thereafter, the parties will strike alternatively until one name remains. The remaining name shall be the arbitrator.
- c. Decision - Time Limit: The arbitrator will 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 Arbitration Panel:
 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 question 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 in full.
 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 and shall pay one-half the expenses of the arbitrator.

**ARTICLE 10
NO STRIKE - NO LOCKOUT**

- 10.1 Neither the Union, ATU nor its agents, or any employee(s) shall aid, cause, condone, authorize or participate in any strike or work stoppage, slow down or any other interference with the work and/or statutory functions and/or obligations of the Employer.
- 10.2 Employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period he/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.
- 10.3 The Employer agrees that there will be no lockouts during the term of this Agreement.
- 10.4 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

**ARTICLE 11
UNION MEMBERSHIP AND CONDITIONS OF EMPLOYMENT**

- 11.1 Individuals employed in classifications recognized as being within the bargaining unit will be allowed thirty (30) calendar days from the date of hire within which to become a member of the Union. When an individual over whom the Union has jurisdiction is hired by the Employer, the Employer agrees to notify the Union within fifteen (15) calendar days from the date of hire.
- 11.2 In the event that an employee does not wish to join the Union on the basis of bona fide religious tenets or teachings of a church or religious body of which said employee is a member, the employee shall pay an amount of money equivalent to regular Union dues and an initiation fee to a nonreligious charity or other charitable organization mutually agreed upon by the affected employee and the Union. The employee shall furnish written proof of such payment to the Union.

11.3 The Employer agrees to deduct from the compensation of any employee member of the Amalgamated Transit Union sufficient monies for the purpose of paying the employee's monthly dues to the ATU, provided said employee makes such request, in writing, to the Employer. The amount of dues to be deducted shall be certified to the Employer by the Financial Secretary of the ATU.

Monies so deducted by the Employer shall be immediately transmitted to the Financial Secretary of the ATU.

11.4 Failure of any member of the bargaining unit to sign the Union dues payroll deduction authorization referenced in Article 11.3, shall be considered just cause for dismissal. Those individuals, to whom the religious tenets clause of Article 11.2 applies shall be excepted from the mandate, provided they have fully complied with the stipulations required of them therein.

11.5 The Union agrees to indemnify, defend and hold the Employer harmless from any and all claims made and against any suit instituted by person(s), non-member(s), and/or member(s) of the ATU against the Employer on account of any and all check-off procedures relating to Union dues and issues relating to the failure of any person(s), non-member(s), and/or member(s) to sign the Union dues payroll deduction authorization resulting in dismissal and/or other discipline. The ATU further agrees to refund to the Employer any amount paid to it in error on account of the check-off provision upon proper evidence thereof being submitted to the ATU.

ARTICLE 12 SENIORITY

12.1 Seniority is defined by constructing two lists of employees in chronological order of their date of hire. One list is for regular Full-Time Operators and another list is for regular Part-Time Operators. This will construct two seniority lists with the persons at the top of each list having a seniority number of one (1). If two (2) or more employees on either list have the same date of hire, the original relative ranking of seniority will be preserved regarding each separate list.

12.2 New employees shall be added to the applicable seniority list (regular Full-Time or regular Part-Time) upon completion of training (i.e. the date the Coach Operator trainee takes on the job responsibilities of Coach Operator or a regular Part-time Operator). All employees will be classified as a regular employee upon completion of their probationary period.

12.3 An employee's seniority shall be broken by voluntary resignation, layoff for a period of more than one (1) year, discharge for just cause, 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 layoff.

12.4 A current bargaining unit seniority list for regular Full-Time Operators and a current bargaining unit seniority list for regular Part-Time Operators shall be established and posted on the bulletin board. If there is a mistake on either of the seniority lists then the mistakes will be corrected at the next assignment or sooner by mutual agreement of the parties.

12.5 There shall be one (1) seniority roster for Coach Operators and Coach Operator/Dispatchers. There shall be one (1) seniority roster for regular Part-Time Coach Operators. These lists

shall provide the basis for preparation of the right to the choice of bid position, available days off and vacations in the order of their seniority.

- 12.6 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 12). 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, 1998 and an adjustment of 10 days is required because of qualifying reasons, the CSD becomes June 12, 1998.
- 12.7 Hire Date: Hire Date is the date the employee first becomes available for assignment of normal regular duties of the position. The Hire Date is assigned after completion of the training program.
- 12.8 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 days; and/or
 - (b) Medical disability beyond twenty-six (26) consecutive weeks; and/or
 - (c) While on layoff status.
- 12.9 The CSD will be forfeited and a new one established in the event of rehire after any of the following absences:
- (a) Voluntary resignation;
 - (b) Discharge for cause;
 - (c) Retirement;
 - (d) Layoff for greater than one (1) year.
- 12.10 Anniversary Date: Anniversary date is computed by starting from the 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, etc.

ARTICLE 13 LAYOFF AND RECALL

- 13.1 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.
- 13.2 The Employer will lay off employee(s) within a classification according to seniority of the employees within the affected classification.
- 13.3 Employees laid off in accordance with Article 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 re-employment list shall be recalled in reverse order of layoff. 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, to the last known address of the employee. An employee so notified must indicate his or her acceptance of said recall within two (2) days of receipt of notice and shall be back on the job within five (5) days of acceptance or forfeit all recall rights under this Article.

ARTICLE 14
INCLEMENT WEATHER OR OTHER CONDITIONS

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

14.2 If the Employer determines that inclement weather conditions, or other conditions such as volcanoes, nuclear danger, gas spill, epidemic or plague or any condition generally injurious to safety or health exist, and that said conditions are such that no scheduled work should be performed, then, and in that event, the employee reporting to work will be entitled to two (2) 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.

14.3 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 15
SHAKEUPS / JOB POSTINGS

15.1 a. Regular Full-Time Coach Operators will bid on routes according to the regular Full-Time Coach Operator's seniority number. Regular Part-Time Coach Operators will bid on routes according to the regular Part-Time Coach Operators seniority number in accordance with Article 27.2. Any regular Full-Time Coach Operator or any Part-Time Coach Operator who changes routes during the shake-up is required to learn the route while in a non-pay status, except in the case of an employee with less than thirty (30) days service from CSD, or route which has not been in effect for thirty (30) days, in that case, employees shall be paid for time spent learning the route.

b. An employee on a split shift of 30 minutes or less, of time off between shifts, will remain in a pay status and be available for incidental duties during this time

15.2 a. Vacancies of regular Full-Time Coach Operators on "A" Board or new regular routes will be filled by "B" Board Coach Operators according to seniority number until the next shake-up. In the event no one chooses the vacancies described above, the person with the lowest seniority on the "B" Board will be assigned to vacancy until the next shake-up. (See Article 26.3)

b. Vacancies of regular Part-Time Coach Operators (Article 27) will be filled by regular Part-Time Coach Operators according to the regular Part-Time Coach Operator seniority number until the next Shake-Up. Normally the person with the lowest regular Part-Time seniority on the regular Part-Time seniority list will be assigned to a vacancy until the next Shake-Up.

15.3 a. There shall be four (4) Shake-Ups in each calendar year. They shall occur the second Monday in March, June, September and December. The Shake-Ups in June and September may be adjusted for the beginning or the ending of the school year. The employer will post the Shake-Ups seven calendar days in advance except if there are extenuating circumstances. Shake-Ups will be done by seniority number, starting with number one, with choice of run and workweek. Coach Operators not in a pay status during their sign up time for a shakeup shall be paid their assigned time when they come in to sign the shakeup.

- b. Once a shakeup bid process has started and a piece of work has been chosen and subsequently eliminated, then the bid process will start over again with number 1 in seniority. If a piece of work has not been chosen and needs to be eliminated, the bidding process will proceed as is.
- 15.4 The Employer shall be the sole determiner as to the need or necessity for filling any vacancy.
- 15.5 If the Employer determines that a vacancy in the driver/dispatcher position(s) or new position(s) should be filled, then, and in that event, said opening shall be posted for one (1) workweek on the employee bulletin board prior to the selection of any employee. A written job description, a statement of qualifications required, and a salary range for the position(s) will be included in the posting.
- 15.6 All regular employees covered by this Agreement may be eligible to apply for the applicable position referenced in Article 15.4 above.
- 15.7 The Employer shall have the right to select the employee for the available position. Present employees will be given preference.
- 15.8 In the event of a question as to the qualifications of an employee applying for an available position, the Employer shall make the final binding determination as to said employee's qualifications.
- 15.9 In the event that an employee accepts an available position and fails to meet job standards within a trial service period of up to six (6) months, he or she shall revert to their previously held position without loss of CSD or of seniority and without prejudice. The Employer shall be the sole determiner as to whether or not an employee fails to meet job standards within the previously referenced service period. The Employer may revert an employee at any time during the trial service period if the Employer determines that said employee is not capable of meeting the job standards. Employee may revert back to his old seniority position within six (6) months without prejudice.
- 15.10 An employee who has refused a position shall not have the right to displace the holder of said position.

ARTICLE 16
PROBATIONARY EMPLOYEES

- 16.1 All employees shall be subject to only one (1) 1040 working hour probationary period. This probation period shall be time worked within the classification hired, not while on modified duty.
- 16.2 The employee and Union shall be notified in writing if the probationary period is satisfactory completed. The Employer shall be the sole determiner of whether or not an employee has satisfactorily completed his or her probationary period.
- 16.3 Employees on probation may be terminated without cause. A meeting shall be held prior to the termination. Terminations during probation, without cause, are not grievable.

**ARTICLE 17
HOLIDAYS**

- 17.1 The following legal paid holidays shall be recognized:
- | | |
|------------------|-------------------------------|
| New Year's Day | (January 1) |
| Memorial Day | (Fourth Monday In May) |
| Independence Day | (July 4) |
| Labor Day | (First Monday in September) |
| Thanksgiving Day | (Fourth Thursday In November) |
| Christmas Day | (December 25) |
- 17.2 a. Whenever a holiday, as indicated in Article 17.1, falls within a vacation period, vacation will not be charged for such holiday.
- b. When an employee is on vacation and the holiday falls on a non-scheduled workday, eight (8) hours will be credited to the employees accrued vacation hours.
- 17.3 a. Any work performed on holidays listed in Article 17.1 shall be paid for at time and one-half (1-1/2) times the regular rate of pay in addition to the holiday pay.
- b. Employees that work their regular scheduled day off shall be paid overtime for that day, provided the employee works his or her regular work schedule during that week, (or is in pay status as per 23.2b) when any of the legal paid holidays indicated in Article 17.1 are observed during that week.
- 17.4 To be eligible for holiday pay, the regular employee must be in a pay status (or be on an approved, excused day off in the daybook) preceding or following a holiday, to receive holiday pay as listed in Article 17.1.. Employees who are absent prior to or subsequent to more than one legal holiday (Article 17.1) in a floating twelve (12) month period shall not receive said holiday pay.
- 17.5 a. Eligible employees shall receive either ten (10) hours pay, eight (8) hours pay, or prorated pay as applicable to the appropriate job classification and/or assignment. Employees working less than forty (40) hours per week will receive holiday and Floating Holiday 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.
- b. If a holiday falls on a non-scheduled workday during a regular scheduled workweek, no more than eight (8) hours will be credited to the employees accrued vacation hours.
- 17.6 There shall be no pyramiding of overtime pay on holidays.
- 17.7 Employees will receive eight (8) floating holidays each year.
- a. Four (4) floating holidays may be taken after the employee has worked 520 hours from their CSD. The balance of the floating holidays may be taken upon completion of probation. Floating holidays must be scheduled according to Daybook policies and procedures.
- b. The floating holidays for each year must be used within twelve (12) months of the anniversary of the employees CSD or be forfeited.
- c. Unused floating holidays will be compensated for at resignation if the employee has completed two years of employment from CSD. Employees who are terminated for cause are not compensated for unused floating holidays.
- d. Floating holidays may be used when employees call in for unscheduled time off.

**ARTICLE 18
VACATION**

18.1 Vacation leave will accrue for each hour compensated while on the active payroll. Any time an employee is receiving pay, whether thorough active employment or under holiday/vacation pay status, he/she will be considered to be on the active payroll. Employees on disability are not considered to be on the active payroll

18.2 Interval from CSD Vacation Accrued Per hour paid Vacation Assuming
2080 Hours Paid

0 - 3 years	.03846	80 hours
4 - 5 years	.04808	100 hours
6 - 10 years	.05769	120 hours
11 - 15 years	.06731	140 hours
16 - 20 years	.07692	160 hours
21 –25 years	.08654	180 hours
26 years & over	.09615	200 hours

18.3 Unused vacation will be accumulated, however, the maximum amount of such accumulated leave is limited to four hundred (400) hours. Accrued vacation at any time in excess four hundred (400) hours will be forfeited.

18.4 During the probationary period no employee shall be allowed vacation leave, nor shall leave be accrued. However, upon satisfactory completion of the probationary period he/she shall be accredited with the vacation hours earned based on the number of all hours paid since the CSD.

18.5 The Employer shall determine when vacation shall be taken by way of advance scheduling insofar as practicable. If a person does not sign up by his or her sign up date, he/she may sign up but may not bump another driver with less seniority who has already signed up. Employees working a regular forty (40) hour workweek shall take vacation in increments of forty (40) hours commencing Sunday through Saturday. Employees working less than a forty (40) hour workweek and who have earned a minimum of thirty (30) hours paid vacation may take the vacation in increments of one (1) week. Vacations must be taken in increments of a week. Holiday hours and vacation hours may be combined to meet this requirement. This procedure will be set forth in the Coach Operator’s Guidelines.

18.6 An employee leaving employment shall be compensated for vacation leave earned and accrued to the date of separation. All unused accrued vacation leave shall be paid to the employee or his or her estate.

18.7 Time Off

- a. Accumulated vacation may be used on a daily basis. Single vacation days must be scheduled with the Employee's supervisor in accordance with the Daybook policies and procedures.

b. Accrued vacation hours may be taken in two (2) hour or more increments subject to approval

of the Operations Manager

c. Unscheduled Time Off

Vacation leave cannot be used for unscheduled time off.

18.8 Eight (8) hours or more accrued vacation may be sold at any time. Sale of accrued vacation must not lower the balance below forty (40) hours. Exceptions may be authorized by the General Manager.

ARTICLE 19

MILITARY LEAVE, JURY DUTY, LEAVE OF ABSENCE, BEREAVEMENT LEAVE, UNION BUSINESS LEAVE, AND DISABILITY LEAVE

19.1 Military Leave: Every employee who is a member of the Washington Guard or the regular armed services of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding fifteen (15) days during each calendar year.

Such leave shall be granted in order that the person may take part in active military duty in such manner and at such time as he may be ordered to active duty. Such military leave of absence shall be in addition to any vacation the employee might otherwise be entitled to, and shall not cause an adjustment to the CSD. Payment shall be calculated as provided in Article 17.5.

19.2 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/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 17.5.

19.3 Leave of Absence Without Pay: Upon written request of the employee, the Employer may grant a regular employee a "Leave of Absence Without Pay", not to exceed sixty (60) days. Approval of such leave shall be in writing. No benefits shall accrue while an employee is on leave of absence without pay except for health care coverage if said employee pays the appropriate premium for said health coverage. The Employer may grant an extension of an approved leave of absence without pay, for medical and educational purposes. Any employee on approved leave of absence may continue his medical and life insurance coverage, by paying the full cost to the Employer in advance for each month or portion thereof of which he is absent. The CSD will be adjusted in accordance with paragraph 12.8.

19.4 Bereavement Leave: After six (6) months of employment, regular Full-Time employees are entitled to a maximum of three (3) days paid leave to arrange for and/or attend the funeral of said employee's grandparents, father, father-in-law, mother, mother-in-law, brother, sister, spouse, children, step-children or grandchildren and current step-parents. 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 in Article 17.5. The CSD will remain unaffected by this leave.

19.5 Union Business Leave: The Employer agrees to allow leave for bona fide Union business in the following categories (The CSD will remain unaffected by this leave):

- a. Union business other than contract negotiations, grievance and disciplinary hearings: The Employer agrees to allow time off for Union officials or duly appointed representatives to attend to official Union business not to exceed ten (10) working days for a single purpose. A maximum of four (4) bargaining unit employees shall be absent at any given time with the aggregate time off for all individuals not to exceed 45 days per year. Additional time may be authorized by the General Manager. Notification of time off must be in writing, signed by the Union President, at least forty-eight (48) hours in advance of the time off, and notification of such time off must be made to the Operations Manager.

The employer will permit this time off for union business at regular straight time wages, not to exceed the amount of their regular scheduled shift, and respective accruals of vacation and other fringe benefits. The Union will reimburse the employer all wage and accrual of benefits paid during this time off. All accruals of fringe benefits will remain in the employees account.

- b. Contract Negotiations: The Employer will permit this leave to include the opportunity for four (4) bargaining unit representatives-to participate in negotiations and have this time off. Employees that negotiate on their scheduled day to work will be paid regular straight time wages (not to exceed the amount of their regular scheduled shift). Employees that negotiate on their day off will be paid for the actual time spent negotiating. At the conclusion of negotiations the Union will reimburse the Employer for all wages and accruals of benefits paid during negotiations. All accruals of fringe benefits during contract negotiations will remain in the employees account.

19.6 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 1095 calendar days. The employee's seniority will be maintained unadjusted during the disability leave for 282 calendar days (excluding Family Medical Leave) within the previous 1095 calendar days. The employee will be terminated on the 283rd day.
- d. Employees who are disabled will receive benefits as outlined in Article 20.
- 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. If an employee uses no disability leave during any consecutive two (2) year period, the employee will be entitled to eight (8) hours of Vacation Leave, which will be credited to their account.
- f. Employees terminated in accordance with Article 19.6 may be re-hired by the employer, 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 will be assigned to the "B" board and will not be able to bid shifts, using this seniority, until the next shakeup.

Returning employees may be required to have the same training and probation period as a new employee.

- 19.7 Family Medical Leave: The parties agree that there is a separate policy that addresses Family Medical leave. (See Policy and Procedures Guide)

To clarify the return to work of employees on intermittent FMLA, on the same day, the following rules must be adhered to:

- a. Employees must notify Dispatch at the time of leaving their job assignment that the leave will be FMLA.
- b. Employees leaving work on intermittent FMLA must call Dispatch at least one hour before returning to work on the same day.

ARTICLE 20 BENEFITS

- 20.1 Regular full-time employees will be eligible for the benefits listed below.

- 20.2 Employees while on the active payroll as defined in 20.1 will receive the following:

- a. Employees will receive \$837 per month effective January 1, 2008 for insurance purposes.
- b. January 1, 2009 employees will receive \$837 allowance per month for insurance purposes.
- c. January 1, 2010 employees will receive \$837 allowance per month for insurance purposes. (Should the Employer negotiate a higher rate with the Machinist or Teamsters Unions the higher of the negotiated rates will apply on this date.)
- d. The employer shall not be required to provide any other benefits during a disability leave, except as provided in Article 20.
- e. Employees are responsible for all premiums in excess of the monthly premium listed above. Additional costs shall be paid through reduction of wages and payroll deduction in the first payroll period of the month.

- 20.3 The bargaining unit shall have the following insurance plans:
Washington Teamsters Welfare Trust - Medical Plan B.

This plan will include the options below.

Additional \$400_time loss

Long term disability

Additional \$30,000_life/accident/dismemberment insurance

Additional \$3,000 dependent life insurance

Nine-month extended waiver of premium for total disability.

Washington Teamsters Welfare Trust - Dental Plan A

Washington Teamsters Welfare Trust - Vision Plan EXT

- 20.4 Following initial qualification for benefits as outlined in 20.1 above, premiums shall continue to be paid for all regular full time employees who were compensated for eighty (80) hours or more the previous ~~two-months~~ month.
- 20.5 Payments required to provide benefits set forth in this Article 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.
- 20.6 Employees whose premium is less than the insurance allowance listed in 20.2 will have the following options:
- a. On December 1 of each year elect to receive the cash difference (less appropriate taxes) from the premium and the allowance or;
 - b. On December 1 of each year elect to convert the cash difference from the premium to Vacation Leave at their rate of pay on December 1, of that year or;
 - c. A combination of a and b above.
Upon voluntary resignation, with reasonable notice, but not less than (2) week's notice, reduction in force or death, all unused accrued premium allowance shall be paid to the employee or his or her estate.
- 20.7 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.
- 20.8 Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Union and/or the employee.
- 20.9 The employer will pay the premium for a one hundred thousand dollar (\$100,000) felonious assault insurance policy for Coach Operators covered by this agreement provided the cost to the employer does not exceed \$5.00 per employee per year.

ARTICLE 21 SAVINGS CLAUSE

Should any Article, 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, 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, or portion thereof.

ARTICLE 22 NON-DISCRIMINATION

Neither the Employer nor the ATU shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age, marital status, or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others.

ARTICLE 23 HOURS OF WORK/OVERTIME

- 23.1 The normal work week shall be from 12:01 a.m. Sunday morning to 12:00 midnight Saturday.
- 23.2 Overtime

- a. Work in excess of forty (40) hours in any one workweek as previously defined shall constitute overtime and shall be paid at one and one-half (1-1/2) times the base hourly rate.
 - b. Employees called to work on a scheduled day off will be paid at one and one-half (1 2) times their regular rate of pay for that day provided there is no leave without pay status or unscheduled leave, during that week. Employees participating in meetings or training are exempt from this requirement and are paid their regular rate of pay, unless the work time exceeds 40 hours per week.
- 23.3 The Employer may adjust the regular working hours of the employees for the convenience of the Employer and the public.
- 23.4 All regular employees who are called back to work after their normal work shift shall be paid a minimum of two (2) hours pay.
- 23.5 When an operator is required to report to work, he/she shall be paid a minimum of two (2) hours at the applicable rate of pay.
- 23.6 BFT has agreed to pay employees for the time expended filling out a company incident or accident reports while on company premises.

**ARTICLE 24
RETIREMENT**

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 the 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.
- c. Plan III, which was created by the Washington State Legislature, and became effective on March 1, 2002.

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 25
WAGES**

- 25.1 The wages to be paid to employees covered by this Agreement shall be set forth in the classification and wage schedule attached hereto and incorporated herein by this reference as Appendix "A".
- 25.2 The parties further agree that all terms and conditions of this Agreement shall remain in full force and effect from 6/1/2007 until 5/31/2010 subject to the provisions of Article 31.
- 25.3 Placement of employees in the pay plan and progression of the employees through the pay plan has been reviewed and agreed to by the Human Resources Manager, Ben Franklin Transit and the President, Local 1599, Amalgamated Transit Union.

**ARTICLE 26
"B" BOARD RULES**

- 26.1 "B" Board operators with less than twenty-one (21) hours per week will be assigned extra work by seniority before those operators with twenty-one (21) hours or more. "B" Board operators on sick leave vacation, LWOP, holidays, etc, are exempt from this procedure.

- 26.2 When all "B" Board operators have twenty-one (21) hours per week or more, then available seniority will prevail in assigning runs until "B" Board operators reach approximately forty (40) hours per week.
- 26.3 The lowest available "B" Board operator may be required to take a shift if no other operator desires the work or is available. Any shift totaling less than 30 hours per week shall be assigned daily on the B-Board. This is inclusive of new runs created between shake-ups

ARTICLE 27

REGULAR PART TIME OPERATORS

- 27.1 Employees will be hired as full time or part time operators. A separate seniority list will be maintained for Regular Part Time Operators. The maximum number of regular part-time operators will be fifteen (15).
- 27.2 a. Hours of work: Regular part-time Coach Operators by seniority may bid on pieces of work four and one half (4 1/2) or less hours in length that have been passed down by regular full-time Coach Operators. The Employer has the right to utilize regular part-time Coach Operators to work twenty-six (26:00) hours or less per week.
- b. Work assignments:
1. Article 26.3 will prevail in assigning available work to "B" board Coach Operators. Then the Employer has the right to assign to regular part-time Coach Operators all runs or parts of runs of four (4:00) hours or less per day and pieces of work over four (4:00) hours on a day-to-day basis.
 2. Work will be assigned on a rotational basis whenever possible based on individual Operator availability. The requirements of 26.2 will be met except if the piece of work available causes the "B" Board Operators work week to exceed forty-four (44:00) hours or if the "B" Board Operators are unavailable, in either case, the Employer may assign that piece of work to regular part-time Operators on a day-to-day basis.
 3. Work of four (4:00) hours or less that is assigned to the "B-Board" for the remainder of the Shake-Up may be assigned to a regular part-time Operator for the remainder of the Shake-Up. However, the number of such pieces of work assigned to regular part-time Operators shall not exceed ten percent (10%) of the total biddable regular full-time runs.
- c. Work rules: Part time operators are subject to work rules and disciplinary actions as provided in this labor agreement and are subject to the Coach Operators Guidelines provisions as long as those provisions are not inconsistent or in conflict with the provisions of this article.
- 27.3 Part time employees shall be eligible for fixed holidays (as identified in Article 17.1) on a pro-rated basis (as defined in Article 17.5). No other fringe benefits are available to part-time employees.
- 27.4 Part time Coach Operators, subject to completion of training and subject to the Employer's determination of acceptability for employment, shall be paid at the entry level - Step 1 through

2080 hours of work, Step 2 2081 through 4160 hours of work and Step 3 at 4161 hours of work and thereafter.

- 27.5 Regular part time Operators may apply for full-time Coach Operator positions. There is no automatic progression from part time to full time positions. Regular part-time employees hired into a regular full-time position will start at the pay step they were in as a regular part-time employee. Movement to the next step will be in 12 months from the date of hire as a regular full-time employee. Regular part time operators who accept a full time position will have a Hire Date as of the date of their employment as a full time operator.
- 27.6 Layoffs: Regular part time employees will be laid off before regular full time employees.

ARTICLE 28 UNIFORMS

28.1

- a The Employer will provide each employee with a uniform and will replace the uniform in June of every year for the length of the contract.
1. All newly hired Operators shall receive half the initial uniform allotment upon successful completion of training and will receive the second half after 6 months of employment. The initial allotment shall consist of 6 bottoms, 8 tops, 1 heavy coat and liner, 1 light coat or medium jacket and 2 sweaters.
 2. Every year thereafter Full-time Operators will receive 10 items (tops or bottoms) and 1 sweater
 3. Every year thereafter Part-Time employees will receive 5 items (tops or bottoms) and 1 sweater.
 4. Outer garments shall be replaced as needed with permission of the Operations Manager or designee.
 5. The employer shall replace /repair clothing damaged, in the course of work, at no cost to the employee.
- b. Employees are required to be in approved uniform dress as prescribed in the Uniform policy during working hours.
- c. Employees shall be allowed to wear a “Union Button” as part of the uniform
- d. Hemming and embroidery shall be included.

ARTICLE 29 CDL AND DOT MEDICAL CARD

- 29.1 Commercial Drivers License (CDL): Coach Operators are responsible to maintain a current CDL, Class B, with passenger and air brake endorsement. The employer will provide medical examinations, at a location selected by the employer, to employees requiring a medical examination to maintain their CDL certification. The time taking the physical shall not be considered work time. The employer will provide one medical exam every 24 months with the

caveat that one extra medical exam will be provided by medical necessity. In that event, the employer will pay for the extra exam at the location of the employer's choice.

- 29.2 The employer agrees to pay \$12 upon ratification of this contract to those employees employed on the day of signing to offset the cost of Commercial Drivers License.

ARTICLE 30 MISCELLANEOUS

30.1 Drug and Alcohol

The parties agree that there is a separate policy that addresses drug and alcohol abuse. See Article 7.12. Any changes in the discipline Article of the Drug and Alcohol Abuse Policy during the term of this agreement will be subject to negotiations. (See Policy and Procedures Guide)

All parties also agree to abide by any changes in the drug and alcohol laws including but not limited to the Washington State Department of Licensing and the federal DOT regulations.

30.2 Modified Duty

Modified 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.

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 union dues.

Vacation taken while on Modified Duty status will be paid at the operator's regular rate of pay. Holidays and floating holidays shall be paid at the modified duty rate. Number of hours of pay will be determined under Article 17.5 for the period specified prior to the disability.

The employees CSD will be maintained as per Article 19.6c. 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.

ARTICLE 31 ENTIRE AGREEMENT

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.

ARTICLE 32 TERM OF AGREEMENT

- 32.1 This Agreement shall become effective as of June 1, 2007, and shall remain in full force and effect until the 31st day of May, 2010, except that language changes from the prior agreement to this agreement shall be effective as of the date of signature forward. 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 return receipt mail in accordance with the provisions of the Article pertaining to Time Table.

32.2 —If the parties have not reached agreement pursuant to the provisions of the Article pertaining to Time Table, 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.

32.3 In the event that negotiations for a new agreement extend beyond the anniversary date of this Agreement (5/31/2010), the terms of this Agreement shall remain in full force and effect until a new agreement is consummated; provided, however, either party may give thirty (30) calendar days written notice of termination of this Agreement after an impasse is reached in the mediation process.

IN WITNESS WHEREOF the parties have executed this Agreement on this ____ day of August, 2007.

FOR BEN FRANKLIN TRANSIT:

FOR LOCAL 1599, AMALGAMATED
TRANSIT UNION

Chairman, Leo Bowman

President, Barrie DeSoto

General Manager, Tim Fredrickson

Vice President, Cathy Christiansen

ATU APPENDIX "A"

ATU APPENDIX "A" (3% wage increase)

EFFECTIVE the first day of June 2007 the following wage structure shall apply:

	Current ATU pay	June 1, 2007	June 1, 2008	June 1, 2009
Step 1 0 - 12 Months	16.92	17.43	17.95	18.49
Step 2 13 - 24 Months	17.57	18.10	18.64	19.20
Step 3 25 - 36 Months	18.36	18.91	19.48	20.06
Step 4 37 - 48 Months	19.05	19.62	20.21	20.82
Step 5 49 - 60 Months	19.62	20.21	20.82	21.44
Step 6 61+ Months	20.34	20.95	21.58	22.23

- A. Operator/Dispatcher and Operator/Trainers will be paid one dollar (\$1.00) per hour over their regular rate of pay when performing dispatcher and or trainer duties.
- B. Coach Operators who are performing formal ride and drive training will be paid .50 cents per hour over their regular rate of pay for the time spent performing these duties.
- C. It is at the sole discretion of the employer as to the selection and assignment of Operator/Dispatchers, Operator/Trainers, or Operator Ride and Drive Trainers.

This contract contains a provision that allows employees to accrue up to 400 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 members (PERS Plan 1) retirement allowance. If payment included in a retirees 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 \$6,342 under this contract

Items retroactive to June 1, 2007 are limited to wages, vacation accruals and floating holidays.

APPENDIX “B”
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, and that discipline, when required to improve attendance, should be progressive. 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 Operations Manager or designee 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 disciplinary action is required to assist the employee in improving attendance, the following progressive discipline 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 disciplinary action. However, if absenteeism continues, it will be met by ever increasing discipline and finally termination. If an employee’s absence becomes excessive, patterned or suspect, the employee may be required, by the Manager, to submit a doctor’s statement or to substantiate the reason for his or her absence.

INFORMAL COUNSELING

An informal counseling session will be held with the employee at four (4) days of absence. The purpose of this meeting will be to inform the employee of their current status within the Attendance Control Program and identify circumstances contributing to the employee time loss. The employer shall define attendance expectations and provide appropriate assistance to ensure improved work attendance. The rules for attendance and reporting of absence will be reviewed and the employee will be advised of subsequent disciplinary action if attendance does not improve. Counseling will be documented and placed in the file of the involved employee and the Union will be notified that the employee is having attendance problems. Informal Counseling does not constitute discipline. It is a mutual step by the employer and employee to identify a problem, work cooperatively towards corrective action and define possible disciplinary action should time loss continue.

VERBAL REPRIMAND

If an employee continues to have an attendance problem, he or she will be issued a verbal reprimand. The fact such verbal reprimand was given will be documented and placed in the employee’s personnel file, and a copy of such documentation will be sent to the Union representative. An employee has the right to Union representation at any formal meeting regarding the discussion of possible disciplinary action.

DISCIPLINARY LETTER WITH WRITTEN REPRIMAND BEFORE SUSPENSION

If an employee continues to have an attendance problem and the above listed steps have failed to correct the problem, the individual will be issued a Written Reprimand with a warning of suspension. An employee has the right to Union representation at any formal meeting regarding the discussion of possible disciplinary action.

SUSPENSION (S) AND/OR FINAL WRITTEN REPRIMAND BEFORE TERMINATION

If an employee still continues to have an attendance problem he or she will be issued a suspension. The amount of suspension will be based on the total number of absent loss days the employee has accumulated (See section on Attendance Control Procedures). An employee has the right to Union representation at any formal meeting regarding the discussion of possible disciplinary action.

TERMINATION

As the 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 will be terminated. As before, an employee has the right to Union representation at any formal meeting regarding the discussion of possible disciplinary 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 record, 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

- *Informal counseling beginning with four (4) days of absence.
- *Progressive discipline, beginning with a verbal reprimand after the sixth (6) day of absence.
- *After seven (7) days of absence, a written reprimand and reprimand of suspension.
- *After eight (8) days of absence, a one (1) day suspension without pay.
- *After nine (9) days of absence, a two (2) day suspension without pay and a final written reprimand.
- *After ten (10) days of absence, a review of termination will occur.

Prior to any termination, the Manager will review the employee's entire record for the previous three years including, but not limited to, personnel, safety, discipline, and prior attendance records, to determine the appropriate penalty on a case-by-case basis.

GENERAL INFORMATION

Every effort shall be made by the employee to schedule medical appointments during off duty hours and the employer may refuse to authorize an excused absence when the employee does not provide 24 hour advance notice of a scheduled medical appointment. A maximum of five (5) excused absences will be

granted to an employee over a calendar year. Excused absences will not be charged as an absence. Excused for only a portion of day counts as one excused absence.

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

Any changes during the term of this agreement will be subject to negotiation.