

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, 2007 through May 31, 2010

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Preamble

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

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

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

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

Article 1 Recognition

- 1.1 The Employer hereby recognizes the Teamsters as the exclusive bargaining representative of the regular full time and regular part time Dial-A-Ride Drivers, Drivers/Dispatchers and Reservation Clerks. 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, pension contributions would be paid.
- 1.2 The bargaining unit to which this Agreement is applicable consists of 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 a temporary or emergency basis. The Western Conference of Teamsters Pension Trust (W.C.T.P.T.) can be assured management intends to manage the operation and not perform bargaining unit work, however, if management were to perform more than an incidental quantity of bargaining unit work the W.C.T.P.T will be duly notified.

Article 2 Management Rights

- 2.1 The 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 Contracting Out

- 3.1 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 4
Employee Rights

- 4.1 Employees subject to this Agreement shall have and 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 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.
- 4.3 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.
- 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 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.
- 4.6 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.
- 4.7 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 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 not to exceed two (2) Union members.
- 5.2 The parties agree that a target schedule for conferences and negotiations to be carried on by the parties, with respect to extension of this Agreement, is as follows:
- a. The parties understand and agree that the terms and conditions of this contract are for a period of three (3) years beginning June 1, 2007 through May 31, 2010.
 - b. Either party may submit a request for negotiations not sooner than ninety (90) days prior to the expiration of this agreement.
- 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 the statutes of the State of Washington as well as Federal statutory law. The Ben Franklin Transit Board of Directors shall enact no ordinance in conflict with the express provisions of this Agreement.

Article 7
Discipline

- 7.1 The Employer may discipline an employee for just cause within thirty (30) working days (Monday through Saturday) from the time the employer is made aware of an incident or infraction that may result in discipline. Within that time the employer will discipline the employee for the incident or infraction; or notify the employee that the incident is being investigated and could result in disciplinary action upon completion of the investigation.

"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).
- 7.2 Disciplinary actions that may be taken against an employee include the following:
- a. Oral reprimand;
 - b. Written reprimand;
 - c. Suspension without pay;

d. Discharge

- 7.3 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 employees 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 7.9. 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 7, employees violating Article 27, and/or Section 7.1(d) of this Agreement, shall be subject to immediate discharge.
- 7.4 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.
- 7.5 A meeting will be held regarding disciplinary action pursuant to the provision of Article 4.5 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.
- 7.6 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.
- 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.
- 7.8 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 Dial-A-Ride Manager or his or her designee will initiate all disciplinary actions.
- 7.9 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 twenty-four (24) months, provided, however, if another instance of suspension of a similar or substantially similar nature occurs within twenty-four (24) months from the date of the first suspension, then and in that event, said reference to both suspensions shall remain in the personnel file indefinitely.

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 working hours.

7.11 Where an employee is called before Management for disciplinary reasons relating to a suspension or discharge, said employees shall have the right to have a Union officer present; provided, however, said employees shall not have longer than the next working day 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/herself to the meeting as directed by Management.

7.12 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 of ten (10) consecutive calendar days.
2. Occupational or non-occupational illness or injury.

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

Article 8

Report Time and Late Reports

8.1 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 first 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 0445 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 0655 and 0715 hours. Drivers reporting after 0855 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 8.4 of this article.
- d. All bargaining unit employees who have been off sick must call dispatch or Scheduling by 1300 hours the day prior to returning to work excluding Sunday. Drivers relieved after 1300 hours due to illness will not be scheduled for duty on the next regularly scheduled workday. All bargaining unit employees relieved before 1300 hours must call before 1300 hours to be scheduled for duty on the next regularly scheduled workday. A bargaining unit employees relieved from duty after 1300 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 employees relieved after 1300 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 1300 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 8.4 of this article.

8.2 Disciplinary Action - Late Reports

- 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	Two Days Suspension
5. Fifth Late Report	Two (2) Week 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.

8.3 Disciplinary Action - Absence Without Leave (AWOL)

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

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

8.4 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.

**Article 9
Grievance Procedure**

- 9.1 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 the Dial-A-Ride Manager. 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 provisions of this Agreement including reprimand, suspension, 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 limitation, unless an extension of time is mutually agreed to in writing.

- 9.6 No grievance shall be valid unless said grievances are submitted timely 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.

- 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.

Step 1: The aggrieved employee shall discuss the grievance with the Dial-A-Ride 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 Dial-A-Ride Manager shall attempt to adjust the matter and/or respond to the employee within ten (10) working days. The aggrieved employee and Dial-A-Ride 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 has not been satisfactorily resolved, the aggrieved employee and his Union Representative or the Employer, shall, within ten (10) working days of the due date of the response in Step 1 above, reduce the grievance to writing and present such written grievances to the Employer's Manager of Transit Development, in the case of an aggrieved employee, or to the Union Representative, in the case of the Employer's grievance. Thereafter, the Employer's Manager of Transit Development or the Teamsters' Representative, as the case may be, shall respond in writing to the grievance within ten (10) working days after receipt of the grievance. (need to revise this to conform to the TA)

Step 3: If the grievance is not resolved to the satisfaction of the concerned parties at Step 2, then within ten (10) working days of the response in Step 2 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 4:

- a. Final and Binding Arbitration: If the grievance has not been resolved at Step 3, the Union or the Employer may refer the dispute to final and binding arbitration.
- b. Notice - Time Limitation: The Union or Employer may notify the other in writing of submission to arbitration within ten (10) working days after receipt of the Step 3 response.
- c. Arbitrator Selection. After notice, the parties will select an arbitrator in the following manner: Either party may request that the Public Employment Relations Commission (PERC) furnish a list of seven (7) names from the register of PERC. The parties shall meet and flip a coin. The winning party shall strike one name from the list and communicate their choice to the other party. The losing party will strike one name from said list and so on. The remaining name shall be the arbitrator.
- d. Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of the arbitrator. After completion of the hearing, a decision shall be

entered within thirty (30) calendar days, unless an extension of time is agreed upon as provided for herein.

e. Limitations. Scope and Power of Arbitrator

1. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
2. The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the Employer or the Union.
3. The arbitrator shall consider and decide only the questions or issue raised at Step 1 of the grievance procedure and said arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the issues raised in Step 1.
4. In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.

f. Arbitration Award - Damages - Expenses

1. Arbitration awards shall not be made for occurrences prior to the occurrence upon which the grievance is based, that date being ten (10) working days or less prior to the initial filing of the grievance.
2. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with fully.
3. The arbitrator shall not have authority to award punitive damages.
4. Each party hereto shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case, as well as one-half (1/2) the expenses of the arbitrator.

Article 10

No Strike - No Lockout

- 10.1 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.
- 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 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.
- 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 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 the Employer hires an individual over whom the Union has jurisdiction, 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 Teamsters, Warehousemen, Garage Employees & Helpers Union sufficient monies for the purpose of paying the employee's monthly dues to the Teamsters, provided said employees make such request, in writing, to the Employer. The Financial Secretary of the Teamsters shall certify the amount of dues to be deducted to the Employer. Monies so deducted by the Employer shall be immediately transmitted to the Financial Secretary of the Teamsters.
- 11.4 Failure of any member of the bargaining unit to sign the Union dues payroll deduction authorization referenced in Section 11.3 of this Article shall be considered just cause of dismissal. Those individuals to whom the religious tenets' clause of Section 11.2 applies shall be exempted from the mandate, provided they have fully complied with the stipulations required of them therein.
- 11.5 The Union agrees to indemnify and hold the Employer harmless from any and all claims made and against any suit instituted by person(s), nonmember(s), and/or member(s) of the Teamsters 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), nonmember(s), and/or member(s) to sign the Union dues payroll deduction authorization resulting in dismissal and/or other discipline. The Teamsters further agree 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 Teamsters.

Article 12

Seniority

- 12.1 **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 date of hire, ranking will be determined upon release from training and assigned to regular duties.
- 12.2 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 18.5), 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.
- 12.3 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.

- 12.4 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 as referenced in Attachment "B" 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 Prosser sites.

The Employer stipulates that fifty-four (54) 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), thirty-seven (37) percent will bid a Monday through Friday 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 seventeen (17) percent will bid work shifts subject to a forty (40) hour weekly guarantee and the employee subject to a Monday through Friday or Tuesday through Saturday work schedule. The specific number of employees eligible for the fifty-four (54) percent guarantees shall be determined as a whole number and fractions shall not 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 rebid 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 four (4) shakeup re-bids each year with selections implemented the fourth Monday in August, November, February and May. The May 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.
 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. Job announcements will be posted at least seven (7) days prior to filling any full or part time positions. Employees must submit a letter of interest to transfer within this seven (7) day period.

Employees planning on being on extended leave may submit a letter of interest to the Dial-A-Ride 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 position. Part time employees who have completed their probation period may be promoted to a full time position, if no full time employees request a transfer. Full time

employees may transfer to part time but may not transfer back to full time for (2) two years.

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.

- 12.5 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 are required to use General Leave for any prescheduled absence from duty for all or a portion of their shift. General Leave may be taken in minutes in order to round their shift to eight (8) hours. The combination of work hours and General 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 General 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 General 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.

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

1. Prior to the implementation of the four (4) 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 sixty-five (65) percent of full-time drivers, excluding stand-by positions. The number shall be determined prior to the beginning of each of the four (4) annual shakeup periods and fractions shall not be considered in the calculation.

3. There will be no split shifts assigned within the top fifty-four (54) percent of full-time drivers. Fractions shall not 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, Night Service, Split Shifts and Stand-by.
5. Meal Periods will consist of a thirty (30), sixty (60) minute or paid fifteen (15) minute paid break. 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 General Leave (Section 17.5 (a), (b), for the period of time eight (8) bargaining unit employees are unavailable for duty through any combination of scheduled General Leave, Disability (occupational or non-occupational) and Family Medical Leave. Each occurrence (Daybook closing) will not exceed forty (40) calendar days in duration. Between occurrences of closing, the Daybook will be reopened for a period of one week (Monday through Saturday).
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 1800-1900 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 12.6 of the Agreement by providing five (5) days 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) days 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 General Leave 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 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. In the event the employer cancels the assignment of overtime as herein stated, the employee shall receive two (2) hours pay.

12.7 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 12.4(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 General Leave 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 General Leave (Section 17.5 (a), (b), for the period of time two (2) bargaining unit employees are unavailable for duty through any combination of scheduled General Leave, 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 four (4) shakeup rebids each year with selections implemented the forth Monday in August, November and February. The May shakeup will coincide with the end of the Prosser public school year and be implemented the first Monday thereafter.

12.8 **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, 2001, and an adjustment of 10 days is required because of qualifying reasons, the CSD becomes June 12, 2001.

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

12.10 **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.

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

- a. Voluntary resignation;
- b. Discharge of cause;
- c. Retirement;

d. Layoffs for greater than one year

- 12.12 **Anniversary Date:** An 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.

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 Section 13.2 herein shall be placed on a reemployment 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 six (6) months. Employees on said reemployment lists shall be recalled in reverse order of the layoff. 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, 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 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.
- 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

Probationary Employees

- 15.1 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 light duty status.
- 15.2 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.
- 15.3 Employees on probation may be terminated without cause, and without recourse under the grievance procedure.

Article 16

Holidays

- 16.1 The following legal paid holidays shall be recognized.

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

16.2 If the holiday falls on a non-scheduled workday, eight (8) hours will be credited to the employees General Leave Bank. Whenever a holiday as indicated in section 16.1 falls within a General Leave period, General Leave will not be charged for such holiday.

16.3 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 16.1 shall be paid for at one and one-half (1-1/2) times the regular rate of pay in addition to the holiday pay.

16.4 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 16.1.

28.1 Employees working less than forty (40) hours per week will receive General Leave 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.

28.2 There shall be no pyramiding of overtime pay on holidays.

Article 17 General Leave

17.1 General Leave hours for regular full time employees shall accrue at the rates indicated below.

INTERVAL FROM CSD	HOURS GENERAL LEAVE ACCRUED PER HOURS PAID	YEARLY GENERAL LEAVE ASSUMING 2080 HOURS PAID
0 - 3 years	.07307	152 hours
4 - 5 years	.08269	172 hours
6 - 10 years	.09231	192 hours
11 - 15 years	.10192	212 hours
16 - 20 years	.11154	232 hours
21 - 25 years	.12115	252 hours
26 YEARS & OVER	.13076	272 hours

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

17.3 General leave will accrue for each hour compensated for while on the active payroll. The maximum balance in an employee's general leave account shall not exceed 480 hours. Accrued

General leave 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 general leave 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.

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

17.5 A. General Leave 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 October through December 2007

The Employer annually will calculate the number of Bargaining Unit Employees, inclusive of drivers, driver/dispatchers and reservation clerks, working a Monday through Friday work week who are eligible to schedule General Leave by multiplying the number of active full-time employees on Labor Day by eight (8%) 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 General Leave as described herein. In no event will the number of eligible employees authorized to schedule General Leave 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 three (3) Bargaining Unit employees will be permitted off on General Leave Tuesday through Friday annually during the community Benton-Franklin County Rodeo.

2. Three (3) Bargaining Unit employees will be permitted off on General Leave on Saturday.

3. During the months of October through December of each year, General Leave 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 General Leave during the first selection period. Employees are not eligible for selection of General Leave until completion of the probationary period and selections are subject to Daybook availability at that time.

b. After all eligible employees have had an opportunity to schedule General Leave 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 General Leave three (3) working days (excluding Sunday) in advance to the Employer, by 1100 hours. Forty (40) hour requests for scheduling of or cancellation of scheduled General Leave must be submitted seven (7) working days (excluding Sunday) in advance. All aspects of this

section apply to Prosser represented employees except the period of availability is Monday through Friday.

5. Any request for single day cancellation of scheduled General Leave must be submitted to DAR Management personnel by 1100 hours one (1) working day (excluding Sunday) in advance. Single day cancellation for represented Prosser employees must be submitted Monday through Friday.

6. An employee leaving employment shall be compensated for General Leave earned to the date of separation. All unused accrued General leave shall be paid to the employee or the employee's estate.

7. Excluding the annual General Leave selection, an employee may schedule General Leave 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 General Leave to cover time that has been prescheduled off. Unpaid leave will not exceed eight (8) hours during the calendar year January through December. Use of unpaid leave 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 Monday through Friday work week at the Prosser Site shall be permitted off on General Leave in increments of no less than eight (8) hours. Depending on operational needs, additional driver(s) may be permitted off on General Leave 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 October and November of each year, General Leave 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 General Leave, if available, during the first selection period.

2. After all employees have had an opportunity to schedule General Leave 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.

- C. Provisional Daybook Openings (Tri-Cities)

1. At the sole discretion of the Employer one (1) provisional daybook opening may be provided each day (Monday through Friday) subject to the following provisions.

a. The daybook must be open in order to provide the provisional openings. (See Article 12.6)

b. Openings are contingent on that no more than eight (8) bargaining unit employees are unavailable through any combination of scheduled

General Leave, Disability (occupational or non-occupational) and Family Medical Leave on the day selected.

- c. Provisional Daybook openings are only for single day selections, one per week, per employee.
 - d. Provisional Daybook openings cannot be used by employees in conjunction with (next to) previously scheduled Daybook selections.
 - e. Provisional Daybook openings cannot be canceled by the employee once approved by management.
 - f. Provisional Daybook opening requests will only be accepted and must be received prior to 1100 hrs each Friday, when open for selections the following work week (Monday through Friday) and will be processed in first come first serve order. These requests must be submitted in person by the employee who is requesting the time off. In the event of two employees requesting for the same opening at the same time, seniority will determine which is processed first.
 - g. Provisional Daybook selections can be cancelled by the employer by providing notice to the employee prior to the end of the employees last scheduled shift before the selected day.
 - h. All regular Daybook openings will be filled prior to allowing any Provisional Daybook openings.
 - i. All other regular Daybook rules apply.
- 17.6 General leave may be sold at any time in increments of at least eight hours. The Department Managers may authorize exceptions to this. Sale of general leave shall not constitute hours compensated for accrual of general leave or overtime. Sale of general leave must not lower the available balance below forty (40) hours.
- 17.7 An employee leaving employment shall be compensated for General leave earned and accrued to the date of separation. All unused accrued general leave shall be paid to the employee or the employee's estate.

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

- 18.1 **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 General Leave the employee might otherwise be entitled to, and shall not cause an adjustment to the CSD. Payment to be calculated as provided in Article 16.5.

- 18.2 **Jury Duty:** Any employee, who is called for jury duty or receives a work related subpoena, shall receive from the Employer the difference between his or her regular pay and the compensation received for the actual time he or she is required to be absent from work because

of such jury duty or subpoena. Any such absence shall not cause an adjustment to the CSD. Payment to be calculated as provided in Article 16.5

- 18.3 **Leave of Absence Without Pay:** Upon written request of the employee, the Employer may grant a regular full time employee a "Leave of Absence Without Pay," not to exceed one hundred eighty (180) calendar days. Approval of such leave shall be in writing. No benefits shall accrue while an employee is on leave of absence without pay except for health care coverage. Any employee, on approved leave of absence may continue the employee's medical and life insurance coverage, by paying the full cost to the Employer in advance for each month or portion thereof of which the employee is absent. The CSD will be adjusted in accordance with Article 12.8.
- 18.4 **Bereavement Leave:**
- a. An employee is required to use general leave for time off due to a death in the family. If general leave is not available, time off without pay will be allowed.
 - b. Employees are entitled to a maximum of three (3) days, as outlined in "A" above, to arrange for and/or attend the funeral of a family member. A family member is defined as an employee's spouse, the employee's or employee spouse's grandparents, parents, brothers, sisters, children, grandchildren, son or daughter in-law, and foster children residing in the home.
 - c. Employees may be granted additional time off, provided the requested time off can be adequately covered in the judgment of the Employer.
- 18.5 **Disability Leave**
- a. Disability Leave shall be defined, as the period of time an employee is unable to perform their regular job duties due to a physical or mental condition as stipulated by a health care professional.
 - b. At any time during a Disability Leave the Employer has the right to require an employee to report to the Employer's designated physician for the purpose of taking a physical exam. The employee shall not be paid for the hours involved in taking the exam if the employee is off work. If the Employer's designated physician determines that the Employee is eligible to work the employee shall return to work or be subject to immediate discharge.
 - c. The employee's CSD shall be maintained unadjusted during the disability leave for a maximum of 182 calendar days in the previous 1092 calendar days. The employee's seniority will be maintained unadjusted during the disability leave for 365 calendar days within the previous 1092 calendar days. The employee will be terminated on the 366th day.
 - d. Employees who are disabled will receive benefits as outlined in Article 19.2
 - 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. If an employee uses no disability leave during any consecutive two (2) year period, the employee will be entitled to eight (8) hours of General Leave, which will be credited to their account.
 - f. Employees terminated in accordance with Article 18.5 c may be re-hired by Ben Franklin Transit, within 5 years of the date of termination and will receive seniority to the date of their termination (e.g. An employee with ten years seniority is terminated, for disability reasons, and returns to work within 5 years, from their termination date, will have ten years seniority on their first day of work). Returning employees must take the current opening and will not be able to bid shifts, using this seniority, until the next shakeup. Returning employees are subject to the same training requirements and probation period as a new employee.

18.6 **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 General Leave as long as said leave meets the definition of Family Medical Leave as specified in the Act. Leave in excess of twelve (12) weeks of Family Medical Leave in a twelve (12) month period, for reasons other than their personal incapacitation, shall be subject to the approval of management under the terms of 18.3, 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.

**Article 19
Benefits**

19.1 Regular full-time employees will be eligible for the benefits listed below. ~~Eligibility will begin on the first month following thirty (30) days after the date of hire.~~

19.2 Employees while on the active payroll as defined in 19.1 will receive the following:

- a. Employees will continue to receive \$775 per month through December 31, 2007.
- b. Effective January 1, 2008 employees will receive \$837 allowance per month for insurance purposes.
- c. Effective January 1, 2009 employees will receive \$879 allowance per month for insurance purposes. The January 2009 allowance represents a 5% increase over 2008. Should the change in premiums be less than 5% the employee will receive a percentage increase in allowance equal to the percentage increase in premium. The difference between the allowance received by the employee and the \$879 will be available to the employee in 2010 to offset premium increases greater than 5%. During the period 2009-2010 should the insurance allowance increase be less than 10%, the Employer shall reimburse actual costs only up to ten percent.
- d. Effective January 1, 2010 employees will receive \$923 allowance per month for insurance purposes.
- e. Employees on disability shall apply for a waiver of their premiums from the insurance trust (9 month waiver of Contributions for Total Disability). The employer shall not be required to provide any other benefits during a disability leave, except as provided in Article 19.
- f. 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.

19.3 The following plan will remain in effect for the term of this contract.

- a. Washington Teamsters Welfare Trust - Medical Plan B (+400 Times Loss and 9 Month Waiver of Contributions for Total Disability, Long Term Disability). Employer contributions are waived for eligible months of coverage.
 - b. Washington Teamsters Welfare Trust - Dental Plan B
 - c. Washington Teamsters Welfare Trust - Vision Plan
- 19.4 Following initial qualification for benefits as outlined in 19.1 above, premiums shall continue to be paid for all regular full time employees who were compensated for eighty (80) hours or more the previous month.
- Payments required providing benefits set forth in this Section shall be made on or before the tenth (10th) day after the last business day of the month. The employer accepts and agrees to be bound by the Washington Teamsters Welfare Trust Agreement and Declaration as long as it is obligated to provide benefits offered by the Trust.
- Upon voluntary resignation, with reasonable notice, but not less than (2) week's notice, or death, all unused accrued premium allowance shall be paid to the employee or his/her estate.
- 19.5 The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.
- 19.6 Any disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Union and/or the employee.

Article 20
Savings Clause

- 20.1 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 21
Non-Discrimination

- 21.1 Neither the Employer nor the Teamsters 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 disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically disabled person or others.

Article 22
Hours of Work/Overtime

- 22.1 The normal workweek shall be from 12:01 a.m. Sunday morning to 12:00 midnight Saturday.
- 22.2 Work in excess of forty (40) hours in any one (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 16.1, falling on the employees scheduled workday shall be considered as hours worked.
- 22.3 The Employer may adjust the regular working hours of the employees for the convenience of the Employer and the public.

- 22.4 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.
- 22.5 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.
- 22.6 BFT has agreed to pay employees for time expended filling out company incident or accident reports while on company premises.
- 22.7 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 Dial-A-Ride Drivers will receive a non-paid meal period of sixty (60) or thirty (30) minutes or a paid fifteen (15) minute break in lieu of a lunch period. The meal period shall be provided within three (3) to six (6) hours of reporting for duty.

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.

- b. 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 need 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.

- 22.8 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

22.9 There shall be no pyramiding of overtime.

22.10 Prior to the implementation of each of the four- (4) 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.

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 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:

1. Plan I for employees who were members at any time prior to October 1, 1977; and
2. Plan II, which is for employees who did not initially establish membership in PERS prior to October 1, 1977; and
3. 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 Wages

24.1 The wages to be paid 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."

24.2 The parties further agree that all terms and conditions of this Agreement shall remain in full force and effect from June 1, 2007 until May 31, 2010 subject to the provisions of Article 29.

Article 25 Uniforms

25.1(a) **New Drivers**: Full-time drivers shall be issued in the first year of employment the following:

- 6 bottoms, navy blue
- 8 tops: Mock, turtle, polo, dress shirt and Hawaiian
- 2 sweater/vest: navy blue
- 1 Winter Coat

- 1 Windbreaker

Replacement Uniforms: Full-time drivers shall be provided replacement Uniforms by a vendor of the Employer's selection in accordance with the following schedule:

June 2007

5 Bottoms
5 Tops

June 2008

5 Bottoms
5 Tops
Employee has option of Sweater, Sweater Vest, Moc Shirt or Shirt

June 2009

5 Bottoms
5 Tops

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

Part Time Drivers: Shall be issued in the first year of employment the following:

- 3 bottoms, navy blue
- 3 tops: Mock, turtle, polo, dress shirt and Hawaiian
- 1 sweater/vest: navy blue
- 1 Winter Coat
- 1 Windbreaker

Replacement Uniforms: Part-time drivers shall be provided replacement Uniforms in accordance with the following schedule:

June 2007

2 Bottoms
2 Tops

June 2008

2 Bottoms
2 Tops
Employee has option of one (1) Sweater, Sweater Vest, Mock Shirt or Shirt

June 2009

2 Bottoms
2 Tops

25.1(b) Shoes – Regular full-time drivers shall be provided, through the Employer's Payroll Department, \$55 shoe allowance during the first payroll period in June each year of the agreement. Shoes must be polishable, solid color back or dark blue-no open toes or heels and heels not more than two (2) inches unless medically required. To be eligible to receive this allowance an eligible employee must be in a regular duty status. Employees unavailable for duty due to an occupational or non-occupational illness or injury will not be eligible until released and returned to regular duty. Part-time employees are not eligible for a shoe allowance.

- 25.2 Employees are required to be in approved uniform dress, 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 or liquor stores.
- 25.3 Employees shall be allowed to wear a “Union Button” as part of the uniform.
- 25.4 Incidental expenses involved with embroidery, BFT or other authorized patches or emblems shall be the responsibility of the Employer.

Article 26
Regular Part Time Employees

26.1 Hours of work: 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 General 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.

26.2 **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.

26.3 **Pay scale:**

- a. Part time employees, 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.
- b. Part-time employees that become full-time employees will be credited for hours worked as part-time toward step increases within “Appendix A” of the collective bargaining agreement up to step

- 1. Example 1: Employee is hired as part-time and works 3250 hours as part-time then becomes full-time. This employee would have 18 months in step 2 of “Appendix A” (3250 hours / 173.3 = 18 months)

2. Example 2: Employee is hired as part-time and works 6,300 hours as part-time then becomes full-time, this employee would have 36 months in step 3 of Appendix "A" (6,300 hours / 173.3 = 36 months).
- 26.4 **Fringe benefits:** Part time employees shall be eligible for fixed holidays, as identified in Article 16.1, on a pro-rated basis, as defined in Article 16.5. Holiday pay will not be counted as hours of work. No other fringe benefits are available to part-time employees. W.C.T.P.T. is funded by way of wage reduction, therefore, pension contribution will be paid for all compensable hours as stated in Article 31 for part-time employees.
- 26.5 **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 12.6) as of the date of their employment as a full time employee.
- 26.6 **In an event of layoffs:** Regular part time employees will be laid off before regular full time employees.
- 26.7 Regular part time employees hired into a regular full time position will be credited for hours worked as part time towards step increases within Appendix "A" of the party's collective bargaining agreement up to Step 3.

Article 27

Alcohol and Drug Testing Policy

- 27.1 The parties agree that there is a separate policy that addresses drug and alcohol abuse, see Section 7.12. 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 28

Entire Agreement

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

Article 29

Term of Agreement

- 29.1 This Agreement shall become effective as of date of signing and shall remain in full force and effect from June 1, 2007 to May 31, 2010. 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 Time Table.
- 29.2 If the parties have not reached agreement pursuant to the provisions of this 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.
- 29.3 In the event that negotiations for a new agreement extend beyond the anniversary date of this Agreement, May 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.

Article 30

Miscellaneous

30.1 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.

30.2 Dial-A-Ride Driver/Dispatcher

- a. Vacancies for the position of Driver/Dispatcher shall be posted in-house. Drivers hired after the date of ratification may be appointed by the Employer to the position of Driver/Dispatcher if qualified in-house applicants do not apply when a vacancy is posted. In that event the Driver/Dispatcher does not have the option of resigning from the position but may be released and returned to driving duties if not meeting job standards.
- b. If a driver applies and is selected to the position he or she may elect to resign from the position within ninety (90) calendar days. 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 position 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.

30.3 Commercial Drivers License

Dial-A-Ride Drivers and Driver/Dispatchers are responsible for maintaining a current Commercial Drivers License, Class B or C, with passenger endorsement. The employer will provide medical examinations, at no cost to the employee, 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.

Article 31 Pension

The employees have elected to divert by way of wage reduction 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.

Section 1. Effective June 1, 2007, the hourly wage reduction shall be \$1.00 per compensable hour. Effective July 1, 2007, 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.

Section 2. Effective June 1, 2008, the hourly wage reduction shall be \$1.15 per compensable hour. Effective July 1, 2008, 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.

Section 3. Effective June 1, 2009, the hourly contribution rate shall be \$1.25 per compensable hours. Effective July 1, 2009, 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.

Section 4. 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.

IN WITNESS WHEREOF the parties have executed this Agreement this 12th day of July, 2007.

FOR THE EMPLOYER

CHAIRMAN BOARD OF DIRECTORS

TEAMSTERS LOCAL UNION 839
SECRETARY/TREASURER

GENERAL MANAGER, BEN FRANKLIN TRANSIT

TEAMSTER Appendix "A"
Wages

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

Drivers	6/1/2007	6/1/2008	6/1/2009
Training Wage	12.20	12.57	12.94
Probationary Wage Complete Training – 865 Hours	13.94	14.36	14.79
<u>Step 1</u> 865 Hours – 12 Months	17.43	17.95	18.49
<u>Step 2</u> 13 - 24 Months	18.10	18.64	19.20
<u>Step 3</u> 25 - 36 Months	18.91	19.48	20.06
<u>Step 4</u> 37 - 48 Months	19.62	20.21	20.81
<u>Step 5</u> 49 - 60 Months	20.21	20.82	21.44
<u>Step 6</u> 61+ Months	20.95	21.58	22.23

Driver/Dispatcher: An employee performing in the capacity of Driver/Dispatcher shall be paid \$1.30 per hour over their regular rate of pay for all hours compensated.

Trainers shall be paid \$1.30 per hour over their regular rate of pay when assigned training duties.

<u>Reservation Clerk</u>	6/1/2007	6/1/2008	6/1/2009
<u>Probationary Wage</u> 0-864 Hours	12.62	12.99	13.38
<u>Step 1</u> 865 Hours - 12 Months	15.77	16.24	16.73
<u>Step 2</u> 13 - 24 Months	16.34	16.83	17.34
<u>Step 3</u> 25 - 36 Months	16.93	17.44	17.96
<u>Step 4</u> 37 - 48 Months	17.55	18.08	18.62
<u>Step 5</u> 49 - 60 Months	18.19	18.74	19.30
<u>Step 6</u> 61+ Months	18.82	19.38	19.96

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.

Wages and benefits are retroactive to June 1, 2007, for employees employed on the date of ratification by the Employer's Board of Directors. The employer agrees to pay \$12 (\$4 per year per employee) upon ratification of the contract to those employees employed on the day of signing to offset the cost of a CDL.

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.

Appendix “B”
An exception to Article 17

Rebecca Streeter is to select general leave before any other employees as long as she remains in the position of Reservation Clerk.

Appendix "C" **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 Dial-A-Ride 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 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 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 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

- *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 warning of suspension.
- *After eight (8) days absence, a one (1) day suspension without pay.
- *After nine (9) days absence, a two (2) day suspension without pay.
- *After ten (10) days of absence, a review for 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 safety, discipline and prior attendance records, to determine the appropriate penalty on a case by case basis.

REDUCTION OF CHARGEABLE ABSENCES

At eight (8) days of absence and when the employee is subject to suspension 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 once during the period of January through December. This request must be presented to the employer within two (2) days notification of pending discipline. In that event, the employee will make themselves available for duty at 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 one (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, discipline will proceed within the Attendance Control Procedures up to and including

any subsequent time loss. Employees will not be subject to provisions of 22.8 of the Labor Agreement when electing to reduce chargeable time loss under the provisions of the Attendance Control Program.

At nine (9) days of absence and when the employee is subject to suspension under the Attendance Control Procedures they will have the opportunity to submit a written request to have the chargeable time loss of two (2) days 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 discipline. In that event, the employee will make themselves available for duty at any time during a sixty (60) day period (Monday-Saturday) as determined by the employer. The employer will provide notification when scheduled for duty to the employee not later than one (1) day prior by 1500 Hours. If the employer does not provide a work opportunity within the sixty (60) day period, the time loss will be removed from their record. If the employee refuses to accept the work when scheduled, discipline will proceed within the Attendance Control Procedures up to an including any subsequent time loss. Employees will not be subject to provisions of 22.8 of the Labor Agreement when electing to reduce chargeable time loss under the provisions of the Attendance Control Program.

If the employee elects the option to have chargeable absences removed from their record, is scheduled for duty and refuses, the original discipline will be administered in accordance with the attendance control procedures.

The thirty (30) or sixty (60) day time period during which the employee is available for duty begins once the employee has signed to elect the option of time loss reduction at either eight (8) or nine (9) days of absence.

The thirty (30) or sixty (60) day time period will be extended to cover any days pre-scheduled off on General 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 and such requests will be received and filed for consideration anytime during the calendar year of January through December. 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. A maximum of nine (9) excused absences will be granted to an employee over a calendar year. Excused absences will not be charged as an absence under the provisions of the Attendance Control Program.

Employees requesting Excused Absences shall have the election to take the time off with or without General Leave. Employees electing to forego use of General Leave will waive shift guarantees as stipulated in Section 12.4 of the Labor Agreement. For example, a driver in the eight (8) hour daily shift guarantee will waive such guarantee only on the day they elect to forego use of General Leave. The employer stipulates that an employee working a forty (40) hour guaranteed position will have a weekly total of hours that combined with the absence hours will equal or exceed forty (40).

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.

ABSENCES ARE CHARGED ON A CALENDAR YEAR TIME PERIOD BEGINNING WITH THE FIRST DAY OF ABSENCE IN JANUARY 2005.

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.

Appendix “D”
Letter of Understanding re 282 day rule

Family Medical Leave and disability leave are different leave banks and there is no attempt to combine these leaves of absence. Article 18.6 is intended to allow employees the right to use FMLA and follow it with no more than 282 days of additional disability leave in the previous 1092 calendar days.

If an individual re-qualifies for FMLA, this leave will not be counted toward the 282 days of additional disability leave. Family Medical Leave (18.6) stipulates FMLA runs concurrently with Disability or General Leave and must be used on the front end of a disability leave.

Once an employee exhausts the FMLA and the 282-day disability leave in the previous 1092 calendar days, they are subject to be terminated.

Appendix “E”
Letter of Understanding re Article 22.10

The intent of this letter is to clarify Article 22.10 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 22.10. 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.

Appendix “F” Conflict Understanding

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. Employer Dial-A-Ride Team Supervisors
3. Dial-A-Ride Manager
4. Employee participation in the Monthly Labor/Management Meeting
5. Transit Development Manager
6. Human Resources Manager

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

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

LETTER OF UNDERSTANDING

2007-01

By and Between

Ben Franklin Transit
And
Teamsters Local No. 839

The parties to this Agreement recognized that regular and dependable work attendance on the part of bargaining unit employees is essential to the provision of safe, reliable and cost efficient public transit service.

The parties further recognize and acknowledge the difficulty in providing the service as identified above at any time unscheduled absences affect the operation and provision of paratransit service.

Therefore, the parties to this Agreement resolve to address the matter of overall attendance and unscheduled absences in the forum of the monthly labor/management meetings that are routinely held following the ratification and throughout the term of labor agreement.

During the 2007 Contract negotiation a great deal of discussion centered around this issue and the participants in these discussions recognized that one of the contributing factors to the overall attendance problem has been the difficulty for employees to schedule time off as the bargaining unit increased in size. We believe the parties to this Agreement have made changes to the Collective Bargaining Agreement that may address this problem and thereby reduce unscheduled absences.

It is understood and agreed that the parties to this Agreement will formulate a recommendation and action plan that will be suitable for inclusion in the Labor Agreement within one (1) year of ratification of the contract for the period of 2007-2010.

Robert C. Hawks, Secretary-Treasurer
Teamsters Local No. 839

Richard K. Burnett, DAR Manager
Ben Franklin Transit

Date _____

Date _____