

**COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**BEN FRANKLIN TRANSIT  
and  
LOCAL UNION NO. 839,  
TEAMSTERS, WAREHOUSEMEN, GARAGE EMPLOYEES & HELPERS**

**Covering  
TRAINING INSTRUCTORS**

**Ratification through December 31, 2026**

## **Table of Contents**

PREAMBLE.....	3
ARTICLE 1 – RECOGNITION.....	3
ARTICLE 2 – MANAGEMENT RIGHTS.....	3
ARTICLE 3 – CONTRACTING OUT.....	5
ARTICLE 4 – SUBORDINATE TO STATUTES/SAVINGS CLAUSE.....	5
ARTICLE 5 – NON-DISCRIMINATION.....	5
ARTICLE 6 – UNION MEMBERSHIP MATTERS AND EMPLOYEE ORIENTATION.....	6
ARTICLE 7 – PROBATIONARY EMPLOYEES.....	7
ARTICLE 8 – HOURS OF WORK AND OVERTIME.....	7
ARTICLE 9 – CONTINUITY OF SERVICE.....	8
ARTICLE 10 – SENIORITY/LAYOFF/RECALL.....	9
ARTICLE 11 – JOB OPENINGS.....	11
ARTICLE 12 – HEALTH AND WELFARE BENEFITS.....	11
ARTICLE 13 – VACATION.....	13
ARTICLE 14 – SICK LEAVE.....	14
ARTICLE 15 – HOLIDAYS.....	16
ARTICLE 16 – RETIREMENT.....	17
ARTICLE 17 – OTHER LEAVE.....	17
ARTICLE 18 – PENSION – WCTPT.....	21
ARTICLE 19 – INCLEMENT WEATHER OR OTHER CONDITIONS.....	22
ARTICLE 20 – PROFESSIONAL CONDUCT AND CORRECTIVE ACTION.....	22
ARTICLE 21 – GRIEVANCE PROCEDURE.....	23
ARTICLE 22 – NO STRIKE – NO LOCKOUT.....	26
ARTICLE 23 – ENTIRE AGREEMENT.....	27
ARTICLE 24 – TERM OF AGREEMENT.....	27
APPENDIX A – Training Instructors Wages.....	28

## **PREAMBLE**

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

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

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

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

### **ARTICLE 1 – RECOGNITION**

- 1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative of all regular full-time and all regular part-time Training Instructors.
- 1.2 The bargaining unit to which this Agreement is applicable consists of all employees performing bargaining unit work from the first covered hour: regular full-time and regular part-time Training Instructors. Employees who are not within the bargaining unit and therefore are not covered by this collective bargaining agreement include management personnel, supervisors, clerical personnel, and all other employees of the Employer. All elected official and officers of the Employer are excluded from the bargaining unit, as certified by PERC Case No. 136698 – E 23 PECB.
- 1.3 Temporary Employees, Employer's management, or other personnel may be utilized to perform bargaining unit work, so long as the performance of such work does not supplant or eliminate full or part-time bargaining unit positions.

### **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not specifically and expressly covered or treated by the language of this Agreement shall be administered for the duration of this Agreement

by the Employer in accordance with such policies and/or procedures as the Employer, from time-to-time may determine. The Employer's prerogatives include, but are not limited to, the following matters:

The right to establish and institute reasonable work rules and procedures upon reasonable notice to bargaining unit members and the Union. The Employer has the right to develop and adopt, as well as administer reasonable personnel rules and policies, which cover matters not specifically described in this Agreement. The Employer also has a right to reasonably change and/or modify work rules and procedures inclusive of the provisions of the Fixed Route Dispatch with the Employer providing reasonable notice of such changes to the bargaining unit and the Union. Personnel rules and policies developed and/or modified by the Employer applicable to Union members would be announced 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..

The right to schedule any and all work and overtime work in a manner consistent with this Agreement, and any and all methods and processes by which said work is to be performed in a safe manner most advantageous to the Employer and consistent with the requirements of the public interest. The right to schedule work in an manner to ensure the proper training of the organization.

The right to hire, transfer, layoff and promote employees as deemed necessary by the Employer in accordance with the provisions of this Agreement.

The right to discipline any and all employees as provided in the Professional Conduct and Corrective Action article of this Agreement.

The right to make any and all determinations as to the size and composition of the workforce, and the work to be performed.

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.

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 emergency and any and all actions necessary to implement service during said emergency. 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.

The Employer has the right to introduce any and all new improved and automatic methods or equipment to improve efficiency and to reduce costs.

The Employer has the right to assign employees in accordance with the provisions of this Agreement.

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, operation or facilities.

- 2.2 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 all bargaining unit work, so long as such contracting does not supplant or eliminate full or part-time bargaining unit positions. When bargaining unit work is contracted, the Employer shall provide the Union notice of the contracted bargaining unit work, the scope of the work performed, and the time frame within which contracting will take place.
- 3.2 The Employer will provide an annual report of the hours of contracted bargaining unit work and the nature of the work performed. The Employer agrees to meet with the Union, upon request, following provision of the annual report. Prior to contracting out bargaining unit work, the Employer shall endeavor to fill the need with existing qualified driver trainer employees, unless filling with driver trainer employees would create a negative impact on the Employer.

### **ARTICLE 4 – SUBORDINATE TO STATUTES/SAVINGS CLAUSE**

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

### **ARTICLE 5 – NON-DISCRIMINATION**

- 5.1 Neither the Employer nor the Union shall discriminate against any Ben Franklin Transit employee on the basis of race, national origin, creed, color, sex, religion, age, marital status, military service, gender identification, because of a physical or mental disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically or

mentally disabled person or others, or any other protected classification under State, Federal, or Local law.

## **ARTICLE 6 – UNION MEMBERSHIP MATTERS AND EMPLOYEE ORIENTATION**

- 6.1 **Union Matters.** Upon employment of a new employee covered by this Agreement, the Employer shall notify the Union, in writing, of the name and hire date of the new employee. The Union will provide the new employee with the necessary forms regarding dues, initiation fees and voluntary deductions. The Employer shall allow a Union representative up to ninety (90) minutes of time, scheduled by the employer and the Union, for the purpose of presenting information about the Union membership and bargaining representation. This shall generally occur within the new employee's training period, but in no instance later than ninety (90) calendar days from the employee's hire date. Newly hired employees have the option to attend or not attend the Union orientation.
- 6.2 **Dues and Fees.** Upon the written authorization of an employee within the bargaining unit, the Employer shall deduct from the payments to the employee the monthly amount of dues or fees as certified by the Secretary-Treasurer of the Union and shall remit the amounts deducted to the Union within three (3) business days following the employee's payday.
- 6.3 **Revocation.** An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Secretary-Treasurer of the Union with a copy to the Employer. Every effort will be made to end the deduction effective on the first payroll following notification, but no later than the second payroll after the Employer's receipt of the employee's written notice.
- 6.4 **Indemnification.** The Union agrees to indemnify, defend and hold the Employer harmless from any and all claims, grievances and/or suits instituted by person(s), non-member(s), and/or members of the Teamsters Union against the Employer on account of any and all dues payment issues in accordance with Section 6.2 above, except for errors or omissions by the Employer. The Teamsters Union further agrees to refund to the employee any amount paid to him or her in error on account of the check-off provision upon proper evidence thereof being submitted to the Teamsters Union.
- 6.5 **DRIVE.** Upon receipt of a signed and voluntary written authorization requesting it to do so, the Employer agrees to deduct from the employee's pay and forward to the Local Union or stated designee, the amount specified by the employees as D.R.I.V.E contributions until such authorization expires or is revoked by the Employee. It will be the Union's obligation to ensure that such authorization, deductions or payment do not violate any applicable law.

## **ARTICLE 7 – PROBATIONARY EMPLOYEES**

- 7.1 All employees employed in a regular status shall be subject to one thousand and forty (1040) working hour probationary period. This probation period shall be time worked within the classification hired, not on light duty status.
- 7.2 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 the employee's probationary period.
- 7.3 Employees on probation may be terminated without cause, and without recourse under the grievance procedure.

## **ARTICLE 8 – HOURS OF WORK AND OVERTIME**

- 8.1 **Standard Workweek.** The standard work week shall be from 12:01 a.m. Sunday to 12:00 a.m. (midnight) Saturday. The standard FLSA work week shall consist of forty (40) hours of work, five (5) working days regularly scheduled Monday through Friday. The Employer may adjust the regular working hours of the employees for the convenience of the Employer and the public. If the Employer chooses to adjust regular working hours, then the Employer will provide a minimum of five (5) working days' notice of the change to affected employees except in the event of an emergency in which case, as much notice as is practical will be provided. Schedule adjustments for this purpose shall be offered in seniority order and required in reverse order. Employees may work alternative work schedules upon mutual agreement between the Employee and the Employer.
- 8.2 **Overtime.** 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) times the base hourly rate. Holidays, as defined in Article 15, that fall on the Employees scheduled workday shall be considered hours worked. Where skills and ability are equivalent for available overtime, overtime will be offered in seniority order and required in reverse order. The Employer will fill assignments at straight time rates when practicable before offering overtime. Unless sufficient notice is provided consistent with this Article, when an Employee is required to work outside the Employee's regularly scheduled hours, such Employee will be paid at time-and-one-half (1 ½) for all hours worked outside their regularly scheduled shift.
- 8.3 **Pyramiding.** There shall be no pyramiding of overtime.
- 8.4 **Report-in Pay.** An employee who is called to report for work without prior notice shall receive a minimum of two (2) hours' pay for that report. No employee shall be entitled to report-in pay or other pay if the lack of work is due to inclement weather, fire, flood, Act of God, strike, labor dispute, or work stoppage.

**8.5 Meal and Rest Periods.** Pursuant to the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to rest and meal periods.

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

- One (1) unpaid meal period of sixty (60) minutes, or,
  - One (1) unpaid meal period of thirty (30) minutes with two paid fifteen (15) minute breaks during the scheduled shift.
- By mutual agreement (in writing)—employees may waive their meal periods.

The meal period shall be provided within two (2) to five (5) hours of reporting for duty.

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

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

An employee on a paid break is subject to being called to return to work as needed by the Employer, but after completing said task which disrupted the paid break, the employee will be granted the remaining time of the Employee's paid break from which they were disrupted.

**8.6 Notwithstanding the above meal periods, when performing driver training on the road, employees shall follow the schedule and meal periods of the drivers being trained.**

**ARTICLE 9 – CONTINUITY OF SERVICE**

**9.1 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. 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, 1986 and an adjustment of 10 days is required because of qualifying reasons, the CSD becomes June 12, 1986.

**9.2 Hire Date.** Hire Date is the date the employee first becomes available for assignment of normal regular duties of the position.

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

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



c) While on layoff status.

9.4 The CSD will be forfeited and a new one established in the event of rehire after any of the following absences:

- a) Voluntary resignation;
- b) Terminate for cause;
- c) Retirement; and
- d) Layoff for greater than one (1) year.

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

## **ARTICLE 10 – SENIORITY/LAYOFF/RECALL**

10.1 **Seniority:**

- a) The length of service of an employee in a classification (Classification Seniority) and service with the Company (Company Seniority) shall determine the seniority of the employee.
- b) Each employee will have Company Seniority equal to the employee's length of continuous service with Ben Franklin Transit since the employee's most recent date of hire.
- c) Each employee will have Classification Seniority based upon length of time the employee has worked within such classification, and the employee retains such Classification Seniority according to the time worked in such classification even though the employee subsequently works in other classifications.
- d) An individual shall lose seniority rights for the following reasons:
  - 1) Voluntary resignation.
  - 2) Discharge for just cause
  - 3) Layoff for a period more than twelve (12) months.
  - 4) Declining recall from layoff subject to the terms of layoff provisions below.
  - 5) Transfer and/or promoted to another department or non-represented position.
- e) The Employer will prepare an up-to-date Classification Seniority and Company Seniority list and post the lists on the Employer and Union bulletin boards, as well as forward a copy to the Union. The lists will be updated periodically as required. Any questions regarding the listing of the posted

dates must be brought to the attention of the Employer within thirty (30) days of posting or such list shall be deemed to be true and correct.

## 10.2 Layoff and Recall:

- a) The Employer shall be the sole determiner of when layoffs are necessary and which classifications are to be affected by the layoff.
- b) The Employer shall inform the Shop Steward and the employees who are affected by the layoff of the date of the layoff two (2) weeks or more in advance of such scheduled layoff except in the event of an emergency. In the event of an emergency as much notice as is possible will be given under the circumstances.
- c) When a layoff is necessary, the Employer shall first seek volunteers within the affected classification. If there are more volunteers than necessary classification seniority, within the volunteers, shall prevail in the layoff selection. Should there be an inadequate number of volunteers reverse order of classification seniority, according to the seniority list shall determine which employees are affected by the layoff.
- d) An employee, affected by a reduction in force, shall be granted bumping rights to any previously held classifications if their Company Seniority is greater than the seniority of another employee in such classification and if said employee has the qualifications necessary as determined by the Employer. An employee may choose layoff rather than exercise these rights. (Contingent on an MOU from all effected bargaining units confirming the ability to bump back into another bargaining unit.)
- e) If an opening occurs, employees laid off or downgraded shall be recalled to previously held classifications based on their seniority, provided such employees can perform the work available and on recall pass a return to work physical examination.
- f) Employees shall retain recall rights for a period of twelve (12) months from the date of the reduction in work force.
- g) Notice of recall shall be sent to a laid off employee at the employee last known address by certified mail, return receipt requested. It shall be the responsibility of the employee to keep the Employer informed of the employee current address. Any employee who fails to report for work within ten (10) calendar days from the date notice of recall was received shall be considered resigned and shall have the employee name removed from the recall list.

## **ARTICLE 11 – JOB OPENINGS**

11.1 Job Openings. When a job opening occurs, the Employer will post the job internally on the employee bulletin board for a minimum of seven (7) calendar days, after which the Employer will advertise externally to the general public. A written job description, a statement of qualifications required and the corresponding wage and step for the open position(s) will be included in the posting. An application and a current resume must be submitted within seven (7) calendar days to be considered for the position.

## **ARTICLE 12 – HEALTH AND WELFARE BENEFITS**

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

12.2 The following Washington Teamsters Welfare Trust plans will remain in effect for the duration of this Agreement:

- a) Medical Plan B
- b) Dental Plan B
- c) Vision Plan EXT
- d) Employee Life/AD&D and Dependent Life – Plan A (\$30,000/\$3,000)
- e) Employee Time-Loss – Plan A (\$400 per week)
- f) Nine-Month Disability Waiver of Contributions Extension (Employer contributions are waived for eligible months of coverage)

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

12.3 During the initial transition to the Washington Teamsters Welfare Trust, Employees shall cover the initial month of premium on the Washington Teamsters Welfare Trust, in full, to ensure that Employees retain full insurance coverage during the transition. During that month, the Employer shall continue to cover the Employer share of the existing State of Washington Healthcare Authority Public Employee Benefits Board (PEBB) Insurance and the Employees shall cover the Employee share of PEBB Insurance.

12.4 Employees while on the active payroll as defined in Section 12.1 will receive the following:

- a) Upon full execution of this Agreement and through 2025, the Employer will contribute \$1,574.10 (established 2025 Employer premium contribution) per month, toward the employee’s cost for the Aggregate Premium Rate. The

Employer's contribution toward the Aggregate Premium Rate is hereinafter referred to as the "Health and Welfare Insurance Allowance".

- b) If the Aggregate Premium Rate increases for 2026, the Health and Welfare Insurance Allowance will correspondingly increase, up to a maximum of five (5%) percent (not to exceed \$1,652.80 (+5% of 2025 Employer premium contribution) ). (For example, if the Aggregate Premium Rate increases by 7%, the Health and Welfare Insurance Allowance would increase by 5%).
- c) If there is no increase to the Aggregate Premium Rate from year to year, there will be no increase by the Employer for the Health and Welfare Insurance Allowance. If there is a decrease to the Aggregate Premium Rate from year to year, the Health and Welfare Insurance Allowance will correspondingly decrease.
- d) Employees are responsible for all Aggregate Premium Rate costs in excess of the Health and Welfare Insurance Allowance provided in this Article. Additional costs shall be paid through reduction of wages and payroll deduction in the first and second payroll periods of the month.
- e) Employees on disability shall apply for a waiver of their premiums from the Washington Teamsters Welfare Trust (Nine-Month Disability Waiver of Contributions). The Employer shall not be required to provide any other benefits during a disability leave, except as otherwise provided in this Article.

12.5 Following initial qualification for benefits as outlined in Section 12.1 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.

12.6 Payments required by providing benefits set forth in this Article shall be made on or before the tenth (10<sup>th</sup>) 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.

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

12.8 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.

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

## **ARTICLE 13 – VACATION**

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

<b>INTERVAL FROM CSD</b>	<b>VACATION DAY Equivalent</b>	<b>VACATION ACCRUAL</b>	<b>VACATION HOURS</b>
0 - 3 years	18.00	0.06923	144
4 - 5 years	20.50	0.07885	164
6 - 10 years	23.00	0.08846	184
11 - 15 years	25.50	0.09808	204
16 - 20 years	28.00	0.10769	224
21- 25 years	30.50	0.11731	244
26 – 30 years	33.00	0.12692	264
31 + years	35.50	0.13654	284

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

13.3 Vacation will accrue for each hour compensated for while on the active payroll. The maximum balance in an employee's vacation account shall not exceed 480 hours. Accrued vacation at any time in excess of 480 hours will be forfeited. Any time an employee is receiving pay, whether through active employment or under the vacation provisions, the Employee 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.

13.4 Vacation may be taken in thirty-minute increments.

13.5 Vacation may be sold at any time in increments of at least eight (8) hours as long as the employee's balance does not drop below forty (40) hours. Sale of vacation must coincide with payroll weeks and shall not constitute hours compensated for accrual of vacation or overtime.

13.6 Exceptions to the above are:

- a) Employees absent due to illness during their probationary period, may at the completion of their probation, sell vacation to cover absences due to illness during their probationary period.

b) Employees on disability may sell vacation during their disability (in hourly increments) to bring their wages to near their normal salary.

13.7 An employee leaving employment shall be compensated for vacation earned and accrued to the date of separation. All unused accrued vacation shall be paid to the employee or the employee's estate.

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

#### **ARTICLE 14 – SICK LEAVE**

14.1 Employees shall accrue one (1) hour of paid sick leave for every forty (40) hours worked. Employees shall not accrue paid sick leave for hours paid while not working (e.g., vacation, disability, using sick or other paid leave).

14.2 Employees may use their accrued, unused paid sick leave beginning on the 90th calendar day after the start of their employment. Employees may use leave accrued up to the previous pay period. Sick leave must be used in one (1) hour increments. Employees shall be paid their normal hourly compensation for each hour of paid sick leave used; there shall be no overtime, holiday, or other premium pay.

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

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

14.5 If an employee's absence exceeds three (3) consecutive days of work, the Employer requires that the employee present sufficient verification to show a qualifying reason for using sick leave. Employees who fail to present such verification to Human Resources may be required to reimburse paid out sick leave. Employees are required to report their progress, at a minimum of once per week to Human Resources.

14.6 Any employee dishonestly using sick leave benefits or failing to report for duty without notifying and/or securing the approval of Operations Management shall be subject to disciplinary action up to and including termination.

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

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

14.8 "Family Member" includes any of the following:

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

14.9 Employee Notice for Foreseeable Use of Sick Leave. If an employee's absence is foreseeable (planned), the employee must provide notice to a Manager or Supervisor at least seven (7) calendar days, or as early as practicable, before the first day paid sick leave is used. If possible, notification should include the expected duration of the absence.

14.10 Employee Notice for Unforeseeable Use of Sick Leave. If an employee's absence is unforeseeable (not planned), the employee must notify a Manager or Supervisor on the same day of the employee's scheduled report time and provide the qualifying reason, per the following time requirements:

TRAINING DEPARTMENT	
Scheduled Report Time	Notice Time Period
All times	Two hours before the scheduled report time

If the circumstances for the unforeseeable absence prevent the employee from complying with the notice requirement, the employee must call a Manager or Supervisor as soon as practicable, and provide the qualifying reason and the circumstances preventing the employee from meeting the notice requirement.

14.11 The amount of sick leave benefit utilized when coordinated with State Industrial Insurance and/or any other disability payments which may be provided by this Agreement shall be intended to make the employee whole and shall not exceed the employee's regular straight-time hourly rate of pay based on the employee's current work schedule. For regular part-time employees, the payments will be calculated based on the number of hours normally worked per week, as permitted by law.

14.12 An employee separating from employment shall be compensated for all accrued, unused sick leave. All unused, accrued sick leave shall be paid to the employee or the employee's estate.

### **ARTICLE 15 – HOLIDAYS**

15.1 The following legal paid holidays shall be recognized:

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

15.2 Whenever a holiday as indicated in Section 15.1 falls within a vacation period, general leave will not be charged for such holiday.

15.3 Any work performed on any of these holidays shall be paid for at time and one-half (1-1/2) times the regular rate of pay in addition to the holiday pay.

15.4 To be eligible for holiday pay, the employee must work the scheduled shift immediately preceding and the scheduled shift immediately following said holiday, listed in Section 15.1. Whenever a holiday as indicated in Section 15.1 falls within a Vacation period or occurs immediately preceding or following protected paid sick leave, Vacation or other leave will not be charged for such holiday.

15.5 Employees scheduled to work less than forty (40) hours per week will receive Vacation 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.

15.6 There shall be no pyramiding of overtime pay, including on holidays.



15.7 If the holiday falls on a non-scheduled workday, eight (8) hours will be paid at straight time and will not be considered hours worked for purposes of overtime.

15.8 Beginning January 1, 2025, Employees shall be provided with sixteen (16) hours of floating holiday to be credited on January 1 of each year, which shall expire December 31 of each year, if not used. The floating holiday hours shall be in effect until such time as all bargaining units bargain to add the two additional fixed holidays, Martin Luther King Jr. Day and the Day after Thanksgiving. At the time all bargaining units have bargained to include the foregoing two additional fixed holidays, the floating holidays shall end and the fixed holidays shall replace those days.

**ARTICLE 16 – RETIREMENT**

16.1 All eligible employees shall be covered by the Public Employees Retirement System. There are three classes of membership in the Public Employees Retirement System consisting of:

- a) Plan I for employees who were members at the time prior to October 1, 1977;
- b) Plan II, which is for employees who did not initially establish membership in PERS prior to October 1, 1977; and
- c) Plan III, for Employees who choose to take this plan over Plan II.

16.2 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 17 – OTHER LEAVE**

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

Such military leave of absence shall be in addition to any general leave the employee might otherwise be entitled to, and shall not cause an adjustment to the CSD. Payment shall be calculated as provided in Article Holidays 15, Section 15.5 regarding daily average hours.

Copies of the employee's orders and/or training schedules must be submitted with their time off request to their supervisor when the employee has the opportunity to submit the proper documents.

- 17.2 **Jury Duty.** Any employee who is called for jury duty or receives a work-related subpoena, shall receive from the Employer the difference between the employee regular pay and the compensation received for the actual time the employee 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 Holidays 15, Section 15.5 regarding daily average hours.
- 17.3 **Leave of Absence Without Pay.** Upon written request of the employee, the Employer may grant a regular employee a "Leave of Absence Without Pay," not to exceed sixty (60) days. Special consideration will be given for employees requesting volunteer fire fighting/fire fighter duties. Approval of such leave shall be in writing. No benefits shall accrue while an employee is on leave of absence without pay except for health care coverage if said employee pays the appropriate premium for said health coverage. The Employer may grant an extension of an approved leave of absence without pay for medical and educational purposes. Any employee on approved leave of absence, may continue 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 he is absent. The CSD will be adjusted in accordance with Article 8 Section 8.3.
- 17.4 **Bereavement.** Upon employment, all employees are entitled to a maximum of five (5) paid days leave to attend the funeral of a spouse, registered domestic partner, employee's grandparents, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, step parents, step children, grandchildren or a child of a person standing in loco parentis who is: (a) under eighteen (18) years of age; or, (b) eighteen (18) years of age or older and incapable of self-care because of a mental and/or physical disability. Leave is subject to prior approval of the employer. The Employee shall submit satisfactory evidence as determined by the employer prior to payment. Payment to be calculated as provided in Article 15, Section 15.5. The CSD will remain unaffected by this leave. Employees may be granted additional time off, provided the requested time off can be adequately covered in the judgment of the employer.
- 17.5 **Union Business Leave.** The Employer agrees to allow leave for bona fide Union business in the following categories (The CSD will remain unaffected by this leave):
- a) Union business other than contract negotiations and grievance hearings. The Employer agrees to allow time off without pay for union officials or duly appointed representatives to attend to official Union business not to exceed three (3) working days for a single purpose. A maximum of one bargaining unit employee shall be absent at any given time. Aggregate time off without pay for all individuals for such time off shall not exceed three (3) working days per year. The Union Business Agent, at least forty-eight (48) hours in advance of the time off, must in writing,

sign notification of time off and notification of such time off must be made to the Maintenance Manager. Union Officials shall confine activities during on-site investigations to matters relating to the administration of this Agreement. Employees or Union Officials shall not use Employer work hours for the conduct of Union business or the promotion of Union affairs.

- b) Contract negotiations. The Employer agrees to pay the wages and benefits of one bargaining unit member who would normally be working. Such leave shall require at least twenty-four (24) hours' notice.

#### 17.6 Disability Leave

- a) Disability Leave shall be defined as the period of time, in excess of three (3) calendar days, 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) Life Threatening Conditions: The employee's CSD shall be maintained unadjusted during the disability leave for a maximum of 180 calendar days in the previous 1092 calendar days for life threatening conditions. The employee's seniority will be maintained unadjusted during the disability leave for 280 calendar days within the previous 1092 calendar days for life threatening conditions. The employee will be terminated on the 281<sup>st</sup> day (i.e., Family & Medical Leave plus 280 days). Life threatening conditions will be determined by sending the employee to a physician of their choice. Employer reserves the right to obtain a second opinion on the condition. If the Employer's physician disagrees with the opinion of the employee's physician, then the employer reserves the right to send the employee to a 3<sup>rd</sup> physician, whose opinion shall be binding. The cost of the first medical exam shall be borne by the employee. The cost of the second and third medical exams shall be borne by the employer. In the event a 3<sup>rd</sup> exam is needed, the physician for the 3<sup>rd</sup> exam will be a mutual referral by the employee's and employer's doctors.
- d) Non Life-Threatening Conditions: The employee's CSD shall be maintained unadjusted during the disability leave for a maximum of 180 calendar days in the previous 1092 calendar days for non life-threatening conditions. The employee's seniority will be maintained unadjusted during the disability

leave for 189 calendar days within the previous 1092 calendar days for non life-threatening conditions. The employee will be terminated on the 190<sup>th</sup> day (i.e., Family & Medical Leave plus 189 days). Employer reserves the right to obtain a second opinion on the condition. If the Employer's physician disagrees with the opinion of the employee's physician, then the employer reserves the right to send the employee to a 3<sup>rd</sup> physician, whose opinion shall be binding. The cost of the first medical exam shall be borne by the employee. The cost of the second and third medical exams shall be borne by the employer. In the event a 3<sup>rd</sup> exam is needed, the physician for the 3<sup>rd</sup> exam will be a mutual referral by the employee's and employer's doctors.

- e) Employees who are disabled will receive benefits as outlined in Article 12 Health and Welfare, if otherwise qualified.
- f) 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.
- g) Employees terminated for medical disability 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.

#### 17.7 Modified Duty

- a) Modified duty is defined, as work that is made available to an employee on a temporary basis during a period of time the employee is physically or mentally not able to perform their regular duties.
- b) When a physician determines that an employee can return to work in a modified duty status, the employee may be assigned to modified duty if work is available. The employer is the sole determiner as to whether modified duty work is available for the individual. Employees on modified duty will receive 100% of their regular rate of pay.
- c) While on modified duty status, employees shall have the right to union representation as per the collective bargaining agreement. All deductions will be withheld from the employee's check unless payroll is given instructions to change the deductions for dues.

- d) Vacation taken while on Modified Duty status will be paid at the employee's regular rate of pay. Holidays shall be paid at the employee's regular rate of pay. Number of hours of pay will be determined under Article Holidays 15, Section 15.5 regarding daily average hours for the period specified prior to the disability.
- e) The employee's CSD will be maintained as per Article 9 continuity of service. Time spent in a modified duty status will be considered as disability leave as long as the employee is not able to perform their regular job duties. The employee's seniority shall not be adjusted during modified duty.
- f) It is understood that the obligation to make pension contributions will continue during these temporary light duty assignments as set forth in Article 18 Pension.

#### 17.8 Family Medical Leave.

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

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

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

#### 17.9 Washington Paid Family Medical Leave Program

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

### **ARTICLE 18 – PENSION – WCTPT**

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

18.2 Effective January 1, 2025, the Employer shall divert the amount of one-dollar-and-twenty-five (\$1.25) per compensable hour from the hourly wage of each member of the bargaining unit into the Western Conference of Teamsters Pension Trust. The bargaining unit has elected to divert these funds from their wages to the pension as part of the collective bargaining agreement effective January 1, 2025. It is mutually

understood that all the Employer's contribution as provided here, shall be deductible from gross income under section 404 of the Internal Revenue Code.

- 18.3 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

#### **ARTICLE 19 – INCLEMENT WEATHER OR OTHER CONDITIONS**

- 19.1 The Employer shall be the sole determiner of whether or not inclement weather conditions exist.
- 19.2 If the Employer determines that inclement weather conditions, or other conditions such as volcanoes, nuclear danger, gas spill, epidemic or plague or any condition generally injurious to safety or health exists, then, and in that event, the employee reporting to work will be entitled to two (2) hours pay. In the event that the Employer attempts to notify the employee or employees by telephone one (1) hour prior to the commencement of the shift, then and in that event, the employee shall not be entitled to any pay.
- 19.3 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 20 – PROFESSIONAL CONDUCT AND CORRECTIVE ACTION**

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

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

20.3 Notice of investigation will be issued within fifteen (15) calendar days from the time the Employer is made aware of the matter, unless otherwise mutually agreed by the parties. Corrective action shall be issued, and the employee notified, within sixty (60) calendar days from when the Employer is made aware of the matter, unless otherwise mutually agreed by the parties or upon good cause shown.

20.4 Investigations will be conducted during which the Employer shall make available the specified charges to the employee.

20.5 A meeting will be held to issue corrective actions. The affected employee shall have the right to a Union steward and/or Union Representative to be present at the meeting.

20.6 Corrective actions shall be read and signed by the employee. Such signature is not an admittance of wrongdoing. Copies of corrective actions will be provided to the Employee and the Union.

20.7 Corrective action warnings will not be used as a basis for future corrective action steps after a period of twelve (12) months provided there have been no other corrective actions of a similar nature. Suspensions will not be used as a basis for future corrective action steps after a period of thirty (30) months.

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

## **ARTICLE 21 – GRIEVANCE PROCEDURE**

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

21.2 A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any specific provision of this Agreement.

21.3 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.

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

21.5 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is mutually agreed to in writing.

21.6 No grievances shall be valid unless said grievance is submitted timely at Step 1. If a grievance is not presented within fifteen (15) calendar days from its occurrence or when the grievant reasonably should have known (not to exceed thirty {30} calendar days) said grievance shall be waived and forever lost. If a grievance is not appealed to the next Step within the specified time limit or an agreed extension thereof, it shall be considered waived and forever lost. If a grievance is not responded to within the specified time limits by the Employer or an extension thereof, it shall be considered settled and the remedy sought granted.

21.7 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.

21.8 Grievances shall be processed in accordance with the following procedure:

Step 1: The aggrieved employee shall discuss the grievance with their Direct Supervisor within fifteen (15) calendar days of the occurrence or when the grievant reasonably should have known (not to exceed thirty {30} calendar days) giving rise to the grievance. If the employee desires the presence of a union representative, then such a representative shall be present to represent the employee. The Supervisor shall attempt to adjust the matter and/or respond to the employee within fifteen (15) calendar days. The Supervisor shall acknowledge this initial contact in writing. If the Employer is aggrieved, the Employer shall discuss the grievance with the Union within fifteen (15) calendar days of the occurrence or when the grievant reasonably should have known (not to exceed thirty {30} calendar days) giving rise to the grievance. The Union shall adjust the matter and/or respond to the Employer representative within fifteen (15) calendar days. This initial contact shall be acknowledged in writing by the Union.

Step 2. If the grievance has not been satisfactorily resolved, the aggrieved employee and his/her Union Representative or the Employer, shall, within fifteen (15) calendar days of the response in Step 1, above, reduce the grievance to writing and present such written grievance to the Employer's Supervisor, in the case of an aggrieved employee, or to the Union, in the case of the Employer grievance. Thereafter, the Employer's Supervisor or the Union, as the case may be, shall respond in writing to the grievance within fifteen (15) calendar days after receipt of the grievance.

Step 3. If the grievance is not resolved to the satisfaction of the concerned parties at Step 2, then within fifteen (15) calendar 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, as the case may be. The parties shall arrange a meeting between the aggrieved employee, Union Representatives and the Employer's General Manager within fifteen (15) calendar days for a resolution of the issue. The Employer's General Manager shall issue findings in writing within fifteen (15) calendar days of the meeting referenced herein above.

If an Employer grievance is involved, then the parties shall arrange a meeting between the Employer, Employer Representative and the Local Union within fifteen (15) calendar days from the date of the occurrence or when the grievant reasonably should have known (not to exceed thirty {30} calendar days) for resolution of the issue. The Local Union shall issue a response in writing within fifteen (15) calendar days of the meeting referenced above.

#### Step 4.

#### 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.

#### Notice - Time Limitations:

The Union or Employer shall notify the other in writing of submission to arbitration within fifteen (15) calendar days after receipt of the Step 3 response.

**Arbitrator Selection:** After notice, that 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.

**Decision - Time Limit:** The arbitrator will meet and hear the matter at the earliest possible date after the selection. 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.

#### Limitations, Scope and Power of Arbitrator:

- 1) The arbitrator shall not have the authority to add to, nor subtract from, alter, change or modify the provisions of this Agreement.
- 2) The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the Employer or the Union.
- 3) The arbitrator shall consider and decide only the question or issue raised at Step 1 of the grievance procedure and said arbitrator shall not have the

authority to consider additions, variations and/or subsequent grievances beyond the issues raised in Step 1.

- 4) In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.

**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 fifteen (15) calendar days or less prior to the initial filing of the grievance.
- 2) The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.
- 3) The arbitrator shall not have the 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 (½) the expenses of the arbitrator.

21.9 At the request of the Union and/or the Employer, and by mutual agreement and following Step 3 of this Article, a request may be made to PERC to mediate the grievance. The mediation shall not prevent the advancement of the grievance to arbitration nor shall it be a reason for extension. If mediation fails to provide an acceptable resolution, the grievance shall be advanced. No portion or proposed settlement of the mediation may be introduced in arbitration as an argument for or against the issue before the arbitrator.

## **ARTICLE 22 – NO STRIKE – NO LOCKOUT**

22.1 Neither the Union, (Teamsters nor its agents, or any employee(s)) shall aid, cause, condone, authorize or 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.

22.2 Employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period the Employee 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.

22.3 The Employer will not hold the Teamsters Union responsible in suits, claims, demands and liabilities brought by the Employer for activities taken by employees on their own accord, in which Teamsters or Teamsters representatives are not involved.

22.4 The Employer agrees that there will be no lockouts during the term of this Agreement.

22.5 Nothing contained herein shall preclude the Employer or Union from obtaining judicial restraint and damages in the event of a violation of this Article.

### **ARTICLE 23 – ENTIRE AGREEMENT**

23.1 This Agreement and Appendix 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.

23.2 This Agreement may be subject to amendment, at any time, by the mutual consent of the Parties hereto. Any such amendment shall be reduced to writing, stating the effective date of such amendment, and be executed by the Parties in the same manner as this Agreement.

### **ARTICLE 24 – TERM OF AGREEMENT**

This Agreement shall become effective as of the date of signing and shall remain in full force and effect through December 31, 2026.

**APPENDIX A – TRAINING INSTRUCTORS WAGES**

	Year 1	Year 2 (3%)	Year 3 (2%)
Step 10	\$40.25	\$41.46	\$42.29
Step 9	\$39.45	\$40.63	\$41.44
Step 8	\$38.66	\$39.82	\$40.61
Step 7	\$37.88	\$39.02	\$39.80
Step 6	\$36.38	\$37.47	\$38.22
Step 5	\$35.66	\$36.72	\$37.46
Step 4	\$34.94	\$35.99	\$36.71
Step 3	\$34.24	\$35.27	\$35.98
Step 2	\$33.56	\$34.57	\$35.26
Step 1	\$32.89	\$33.87	\$34.55

Upon ratification, initial placement on the wage scale shall be at the step higher than the Employee's current wage, plus one additional step. For example, an employee with a wage rate of \$33.81 shall be placed at Step 3 (\$34.24) and then immediately advanced to Step 4 (\$34.94). Employees at the time of ratification who have not been in the position of Training Instructor for at least twelve (12) months shall be at the step higher than the Employee's current wage, but shall not receive an additional step.

In future years, Training Instructors shall advance a Step on the wage scale on their anniversary date to a maximum Step of 6.

**Senior Training Instructor –**

Steps 7 through 10 are reserved for Senior Training Instructors.

To be eligible to be a Senior Training Instructor, an employee must meet the minimum qualifications of a Senior Training Instructor as set forth in the job description. An employee may move to Senior Training Instructor and Step 7 as soon as the qualifications are met.

Should an employee achieve certification prior to the required years of experience, such Employee shall receive a one dollar (\$1.00) per hour premium for all hours worked, until such Employee meets the years of experience requirement.

Effective January 1, 2025, a general wage increase of three percent (3%) shall be applied to the salary schedule, as reflected above.

Effective January 1, 2026, a general wage increase of two percent (2%) shall be applied to the salary schedule, as reflected above.

## **Senior Training Instructor Certification Parameters**

The Employer shall pay the cost of the courses and training for either the Associate in Professional Talent Development (APTD), Certified Professional in Talent Development (CPTD), or other equivalent certifications approved by the Employer with the following requirements:

- Employee must be one (1) year after probation as a Training Instructor at BFT for the certification courses and training to be paid.
- Employer shall only pay for the Employee to pursue the certification course of training one (1) time, to a maximum that is equivalent to the current maximum for tuition reimbursement under the Employer policy (currently \$5,250).
- Employer shall only pay for the testing to achieve the certification one (1) time. Should the Employee fail the certification exam, the Employee shall be responsible for the cost of future testing.
- Employee may not pursue tuition reimbursement in any year where the Employer has paid for the certification courses and training.
- The Employee shall be responsible for all study time outside of employment consistent with college or other external studies.
- Employees who voluntarily separate employment must repay BFT for any certification payments made in the prior year of employment. If an employee separates BFT within one year of receiving certification course and training coverage, the employee must repay 100% of the funds paid on the employee's behalf. Repayment of such amounts shall be processed according to RCW 49.48.200. Employees who are separated due to a reduction in force or position elimination shall be held harmless for any repayment.
- Upon completion of certification, employees must submit a copy of their certification to Human Resources within ninety (90) days of completion of the certification.

In the event that multiple employees are pursuing certification simultaneously, preference for scheduling courses and training shall be given based on seniority.

IN WITNESS WHEREOF the parties have executed this Agreement this 14 day of November 2024

FOR THE EMPLOYER:

  
\_\_\_\_\_  
CHAIRMAN BOARD OF DIRECTORS

  
\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER  
BEN FRANKLIN TRANSIT

FOR THE UNION:

  
\_\_\_\_\_  
TEAMSTERS LOCAL UNION NO. 839  
SECRETARY—TREASURER