

COLLECTIVE BARGAINING AGREEMENT

by and between

BEN-FRANKLIN TRANSIT

and

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

**Covering
Coach Operators, Coach Operators/Dispatchers**

June 1, 2021, through May 31, 2024

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PREAMBLE

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

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

- The promotion of harmonious relations between BFT and the Union.
- The expectation of cooperation among all Employees of BFT.
- The maintenance of the most satisfactory service to the traveling public.
- The fostering of public sentiment favorable to the operations of BFT.
- The enhancement of customers' quality of life by promoting independence through excellent transportation, with continuous improvement.
- We affirm a partnership of honesty, compassion, and personal accountability.
- Daily we dedicate ourselves to positive attitudes towards customers, co-workers, and the public.
- The maintenance of fair wages, hours and working conditions for all Employees of BFT covered by this Agreement.
- The establishment and maintenance of an orderly bargaining procedure between BFT and the Union.
- The securing of prompt and fair disposition of all grievances and disputes.

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

ARTICLE 1 RECOGNITION

- 1.1 The Employer hereby recognizes the Teamsters as the exclusive bargaining representative of full-time and regular part-time Employees classified as Coach Operators, Coach Operator/Dispatchers. The Employer does not employ "non-regular" or temporary Employees in bargaining unit classifications; however, if Ben Franklin Transit were to employ non-regular Employees to perform covered bargaining unit work and the Union allowed same to occur, pension contributions would be paid.
- 1.2 The bargaining unit to which this Agreement is applicable consists of regular full-time and regular part-time Coach Operators, Coach Operators/Dispatchers. Employees who are not within the bargaining unit and therefore are not covered by this collective bargaining agreement include management personnel, supervisors, clerical personnel, temporary Employees not to exceed thirty (30) days, and all other Employees of the Employer. All elected officials and officers of the Employer are excluded from the bargaining unit. Coaches are defined as vehicles in revenue service operated by regular full-time and regular part-time Employees of the Employer offering services to the general public.

- 1.3 Regular part-time employees are employees whose normal work assignment is twenty-six (26:00) hours or less per week.
- 1.4 The Teamsters recognize that the Employer's management personnel are not precluded nor restricted from performing any and all types of work performed by the bargaining unit members on an emergency basis.

**ARTICLE 2
MANAGEMENT RIGHTS**

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:

- 2.1 The right to establish and institute any and all work rules and procedures upon reasonable notice to bargaining unit members. The Employer has the right to develop and adopt as well as administer personnel rules and policies, which cover matters not specifically described in this Agreement. Further, the Employer has the right to make changes and/or modifications to the Coach Operator Guidelines and Employee(s) shall abide by said changes. All personnel rules and policies developed by the Employer which are intended to be applicable to Union members shall be in written form and either posted on appropriate bulletin boards and/or provided to affected Employees.
- 2.2 The right to schedule any and all work and overtime work in a manner consistent with this agreement, and any and all methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
- 2.3 The right to hire, transfer, layoff and promote Employees as deemed necessary by the Employer in accordance with the provisions of this Agreement.
- 2.4 The right to discipline any and all Employees as provided in the disciplinary article of this Agreement.
- 2.5 The right to make any and all determinations as to the size and composition of the work force.
- 2.6 The parties understand and agree that incidental duties reasonably connected with bargaining unit work, not necessarily enumerated in job descriptions, shall nevertheless be performed by Employees when requested to do so by the Employer.
- 2.7 The Employer shall have the right to take whatever actions the Employer deems necessary

to carry out Transit Authority services in an emergency. The Employer shall be the sole determiner as to the existence of an emergency and any and all actions necessary to implement service during said emergency. 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.

- 2.8 The Employer has the right to introduce any and all new improved and automatic methods or equipment to improve efficiency and to reduce costs.
- 2.9 The Employer has the right to assign Employees in accordance with the provisions of this Agreement.
- 2.10 The right to close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities.

Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the Employer and the rights and obligations owed thereby to the citizenry.

ARTICLE 3 EMPLOYEE RIGHTS

- 3.1 Employees subject to this Agreement shall have and shall be protected in the exercise of their right to join and assist the Union.
- 3.2 An Employee or their authorized representative shall have the right, upon written request to the Employer, to inspect his or her personnel file in the presence of the Employer. The written request shall be granted not later than two (2) working days following submission of the request. In order for the authorized representative to inspect the Employee's personnel file, the Employee must submit to the Employer a signed authorization statement granting the authorized representative authority to inspect said file.
- 3.3 Employees shall receive a copy of any material referring to any job-related matters to be placed in the Employees personnel file. The Employee is required to sign and date a receipt evidencing acknowledgment of evaluation or other material. Such signature shall not be an admission and is only to evidence receipt of evaluation or other material. The Employee may attach a statement of explanation in the space provided.
- 3.4 Employees shall have the right, subject to grievance time limitations, to challenge any material included in their personnel file through the grievance procedure.
- 3.5 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 meeting regarding the discussion of possible disciplinary action. If said Employee desires Teamster representation, the Employer will make arrangements for representation to be present

- 3.6 Transit Passes: The Employer agrees to provide tax-free transit passes to BFT Employees, spouses, and their legal dependents and to retired BFT Employees and their spouses. For the purposes of this article, the term "dependent" shall include unmarried dependent children up to age nineteen (19), full-time students up to age twenty-three (23), and children with mental and physical handicaps, living at home.

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

ARTICLE 4 CONTRACTING OUT

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

ARTICLE 5 NEGOTIATIONS AND TIMETABLE

- 5.1 Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of the applicable laws. No consent from either party shall be required in order to name such negotiator(s).
- 5.2 None of the provisions of this Article shall be subject to the grievance procedure.

**ARTICLE 6
SUBORDINATE TO STATUTES**

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

**ARTICLE 7
SAVINGS CLAUSE**

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

**ARTICLE 8
NON-DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against any BFT employee on the basis of race, creed, color, sex, religion, age, marital status, military or veteran status, or because of a physical or mental disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of himself/herself or to others.

**ARTICLE 9
UNION MEMBERSHIP MATTERS AND EMPLOYEE ORIENTATION**

- 9.1 **Union Matters.** Upon employment of a new Employee covered by this Agreement, the Employer shall notify the Union, in writing, of the name and hire date of the new Employee. The Union will provide the new Employee with the necessary forms regarding dues, initiation fees and voluntary deductions. The Employer shall allow a Union representative up to ninety (90) minutes of time, scheduled by the Employer and the Union, for the purpose of presenting information about the Union membership and bargaining representation. This shall generally occur within the new Employee's training period, but in no instance later than ninety (90) calendar days from the Employee's hire date. Newly hired Employees have the option to attend or not attend the Union orientation.
- 9.2 **Dues and Fees.** Upon the written authorization of an Employee within the bargaining unit, the Employer shall deduct from the payments to the Employee the monthly amount of dues or fees as certified by the Secretary-Treasurer of the Union and shall remit the amounts deducted to the Union within three (3) business days following the Employee's payday.
- 9.3 **Revocation.** An Employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Secretary-Treasurer of the Union with a copy to the Employer. Every effort will be made to end the deduction effective on the first

payroll following notification, but no later than the second payroll after the Employer's receipt of the Employee's written notice.

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

ARTICLE 10 PROBATIONARY EMPLOYEES

- 10.1 All Employees shall be subject to only one (1) 865 working hours probationary period. This probation period shall be time worked within the classification hired, not while on modified duty status.
- 10.2 Employees shall be notified in writing if the probationary period is satisfactorily completed. The Employer shall be the sole determiner of whether or not an Employee has satisfactorily completed his or her probationary period.
- 10.3 Employees on probation may be terminated without cause, and without recourse under the grievance procedure.

ARTICLE 11 HOURS OF WORK/OVERTIME

- 11.1 The normal work week shall be from 12:01 a.m. Sunday morning to 12:00 midnight Saturday.
- 11.2 Overtime
- a. Work in excess of forty (40) hours in any one workweek as previously defined shall constitute overtime and shall be paid at one and one-half (1-1/2) times the base hourly rate.
 - b. Employees called to work on a scheduled day off will be paid at one and one-half (1 ½) times their regular rate of pay for that day provided there is no leave without pay status or unscheduled leave, during that week. Employees participating in meetings or training are exempt from this requirement and are paid their regular rate of pay unless the work time exceeds 40 hours per week.
- 11.3 The Employer may adjust the regular working hours of the Employees for the convenience of the Employer and the public.
- 11.4 All regular Employees who are called back to work after their normal work shift shall be paid a minimum of two (2) hours pay.

- 11.5 When an operator is required to report to work, he/she shall be paid a minimum of two (2) hours at the applicable rate of pay.
- 11.6 BFT has agreed to pay Employees for the time expended filling out a company incident or accident reports while on company premises.

ARTICLE 12 CDL AND DOT MEDICAL CARD

- 12.1 DOT Physical. The Employer will pay for one DOT physical per year. The Employee has two choices: They can go to an Employer contracted physician and be paid for their time or a physician of their own choosing, on their own time. If the Employee chooses to go with the Employers' contracted physician, they must obtain a referral slip from Human Resources, make their own appointment with the provider and coordinate their schedule with Dispatch. Upon obtaining the Medical Examiner Certificate, a copy must be provided to Human Resources. If the Employee chooses to go to a physician of their own, the Employee will be reimbursed for the DOT physical up to the maximum amount the Employer would pay if the Employee went to the Employer clinic. The reimbursement will be paid upon receipt.
- 12.2 CDL. BFT will pay the full cost of the CDL required for the position of Coach Operator once per contract. This is payable upon receipt.

ARTICLE 13 UNIFORMS

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

- 6 bottoms
- 10 tops1 Winter Coat
- 1 Windbreaker

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

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

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

- 13.2 b. **Shoe Allowance:** All employees shall be provided a \$75 shoe allowance through payroll during June of each year. Shoes must be solid black in color. No open toe shoes or heels are allowed, unless medically required
- 13.3 Employees are required to be in approved uniform dress, as determined by the Employer, during working hours. Uniforms are intended to be worn primarily while on-duty and shall not be worn in public locations such as bars, taverns, marijuana dispensaries, or liquor stores, except as required to perform assigned work duties (e.g., the pick-up location for a DAR passenger is requested at a bar).
- 13.4 Employees shall be allowed to wear a "Union Button" as part of the uniform.
- 13.5 Incidental expenses involved with embroidery, BFT or other authorized patches or emblems shall be the responsibility of the Employer.

ARTICLE 14 SENIORITY

- 14.1 Seniority is defined by constructing two lists of Employees in chronological order of their date of hire. One list is for regular Full-Time Operators and another list is for regular Part-Time Operators. This will construct two seniority lists with the persons at the top of each list having a seniority number of one (1). If two (2) or more Employees on either list have the same date of hire, the original relative ranking of seniority will be preserved regarding each separate list. If a group is interviewed at approximately the same time, but split for training purposes, then seniority would be set for the group based on the final test scores.
- 14.2 New Employees shall be added to the applicable seniority list (regular Full-Time or regular Part-time) upon completion of training (i.e. the date the Coach Operator trainee takes on the job responsibilities of Coach Operator or a regular Part-time Operator). All Employees will be classified as a regular Employee upon completion of their probationary period.
- 14.3 An Employee's seniority shall be broken by voluntary resignation, layoff for a period of more than one (1) year, termination for just cause, and retirement. During a layoff period, an Employee will not accrue seniority; however, if recalled within one (1) year, he or she will not lose seniority accrued before layoff.
- 14.4 A current bargaining unit seniority list for regular Full-Time Operators and a current bargaining unit seniority list for regular Part-Time Operators shall be established and posted on the bulletin board. If there is a mistake on either of the seniority lists then the mistakes will be corrected at the next assignment or sooner by mutual agreement of the parties.
- 14.5 There shall be one (1) seniority roster for Coach Operators and Coach Operator/Dispatchers. There shall be one (1) seniority roster for regular Part-Time Coach Operators. These lists shall
provide the basis for preparation of the right to the choice of bid position, available days off and vacations in the order of their seniority.

- 14.6 Continuity of Service: The Continuity of Service Date (CSD) of an Employee will be used to determine benefits that accrue from length of service but shall have no effect on rights granted by Seniority (Article 14). The CSD is the Hire Date plus a number of days added to the Hire Date for specified qualifying reasons. For example: if Hire Date is June 2, 1998 and an adjustment of 10 days is required because of qualifying reasons, the CSD becomes June 12, 1998.
- 14.7 Hire Date: Hire Date is the first day of employment.
- 14.8 Adjustments in CSD will be made on a day for day basis for the following reasons:
- Leave of absence without pay in excess of forty-five (45) calendar days; and/or
 - Medical disability beyond twenty-six (26) consecutive weeks; and/or
 - While on layoff status.
- 14.9 The CSD will be forfeited and a new one established in the event of rehire after any of the following absences:
- Voluntary resignation.
 - Terminate for cause.
 - Retirement.
 - Layoff for greater than one (1) year.

ARTICLE 15
"B" BOARD RULES

- 15.1 "B" Board operators with less than twenty-two (22) hours per week will be assigned extra work by seniority before those operators with twenty-two (22) hours or more. "B" Board operators on sick general leave, LWOP, holidays, etc., are exempt from this procedure.
- 15.2 When all "B" Board operators have twenty-two (22) hours per week or more, then available seniority will prevail in assigning runs until "B" Board operators reach approximately fifty-two (52) hours or more per week.
- 15.3 The lowest available "B" Board operator may be required to take a shift if no other operator desires the work or is available. Any shift totaling less than 30 hours per week shall be assigned daily on the B-Board. This is inclusive of new runs created between shake-ups
- 15.4 "B" Board Operators shall select one (1) day off from the next week assignment schedule availability.
- 15.4 During winter and spring breaks for local K-12 schools, when school is out for a full week (Monday through Friday), "C" Board Operators affected by the scheduled days off, may opt to join "B" Board, forfeiting their scheduled work and scheduled days off. Full-time "C" Board Operators will be added to the bottom of the "B" Board in seniority order. Part-time "C" Board Operators will be added to the bottom of the part-time list in seniority order. This option will be selected at the time of shake-up bid only.

ARTICLE 16
REGULAR PART-TIME OPERATORS

- 16.1 Employees will be hired as Full-Time or Part-Time Operators. Part-Time Employees must be available for a minimum of three (3) shifts per week. Upon ratification, all current Part-Time Employees will be grandfathered in with regard to the current practice availability through the life of this agreement. A separate seniority list will be maintained for Regular Part-Time Operators. The maximum number of regular Part-Time Operators will be fifteen (15).
- 16.2 a. Hours of work: Regular Part-Time Coach Operators by seniority may bid on pieces of work four and one half (4 ½) or less hours in length that have been passed down by regular Full-Time Coach Operators. The Employer has the right to utilize regular part-time Coach Operators to work twenty-six (26:00) hours or less per week.
- b. Work assignments:
1. Article 15.3 will prevail in assigning available work to "B" Board Coach Operators. Then the Employer has the right to assign to regular Part-Time Coach Operators all runs or parts of runs of four (4:00) hours or less per day and pieces of work over four (4:00) hours on a day-to-day basis.
 2. Work will be assigned on a rotational basis whenever possible based on individual Operator availability. The requirements of 15.2 will be met except if the piece of work available causes the "B" Board Operators work week to exceed forty-four (44:00) hours or if the "B" Board Operators are unavailable, in either case, the Employer may assign that piece of work to regular part-time Operators on a day-to-day basis.
 3. Work of four (4:00) hours or less that is assigned to the "B-Board" for the remainder of the Shake-Up may be assigned to a regular part-time Operator for the remainder of the Shake-Up. However, the number of such pieces of work assigned to regular Part-Time Operators shall not exceed ten percent (10%) of the total biddable regular full-time runs.
- c. Work Rules: Part-Time Operators are subject to work rules and disciplinary actions as provided in this labor agreement and are subject to the Coach Operators Guidelines provisions as long as those provisions are not inconsistent or in conflict with the provisions of this article.
- 16.3 Part-Time Employees shall be eligible for fixed holidays (as identified in Article 21.1) on a pro-rated basis (as defined in Article 21.5). No other fringe benefits are available to part-time employees except as provided in Article 20 and 25.4.
- 16.4 Part-Time Coach Operators, subject to completion of training and subject to the Employer's determination of acceptability for employment, shall enter their probationary period at the

entry level Step 1 wage and progress according to the wage schedule in Appendix A.

- 16.5 Regular Part-Time Operators may apply for Full-Time Coach Operator openings which will be posted internally for seven (7) working days. Employees must submit a letter of interest within this seven

(7) day period. The most senior Employee who has submitted a letter of interest will fill the vacancy. There is no automatic progression from Part-Time to Full-Time positions. Regular Part-Time Employees hired into a regular Full-Time position will start at the pay step they were in as a regular Part-Time employee. Regular Part-Time Operators who accept a Full-Time position will become eligible for benefit accruals based on the date their status changes from Part-Time to Full-Time to include credit for time spent in training.

- 16.6 Layoffs: Regular Part-Time Employees will be laid off before regular Full-Time Employees.

ARTICLE 17 SHAKEUPS / JOB POSTINGS

- 17.1 a. Regular Full-Time Coach Operators will bid on routes according to the regular Full-Time Coach Operator's seniority number. Regular Part-Time Coach Operators will bid on routes according to the regular Part-Time Coach Operators seniority number in accordance with Article 16.2. Any regular Full-Time Coach Operator or any Part-Time Coach Operator who changes routes during the shake-up is required to learn the route while in a non-pay status, except in the case of an Employee with less than thirty (30) days service from CSD, or route which has not been in effect for thirty (30) days, in that case, Employees shall be paid for time spent learning the route.

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

- c. Employees will have the opportunity to bid in seniority order for special events up to fourteen (14) calendar days in advance. If the event creates a vacancy in a regular route, the vacancy will be filled per regular B-Board rules. If a special event occurs on an Employees regularly scheduled day off, the Employee may not bid to work the event unless it falls on Sunday. The Employer will define what constitutes a special event. Special Overload (SPO) coverage is not a special event.

- 17.2 a. Vacancies of regular Full-Time Coach Operators on "A" Board or new regular routes will be filled by "B" Board Coach Operators according to seniority number until the next shake-up. In the event no one chooses the vacancies described above, the person with the lowest seniority on the "B" Board will be assigned to vacancy until the next shake-up. (See Article 15.3)

- b. Vacancies of regular Part-Time Coach Operators (Article 16) will be filled by regular Part-Time Coach Operators according to the regular Part-Time Coach Operator seniority number until the next Shake-Up. Normally the person with the lowest regular Part-Time

seniority on the regular Part-Time seniority list will be assigned to a vacancy until the next Shake-Up.

- 17.3 a. There shall be four (4) Shake-Ups in each calendar year. They shall occur the second Monday in March, June, September, and December. The Shake-Ups in June and September may be adjusted for the beginning or the ending of the school year. The Employer will post the Shake-Ups seven calendar days in advance except if there are extenuating circumstances. Shake-Ups will be done by seniority number, starting with number one, with choice of run and workweek. The Employer will always make a good faith effort to maintain a maximum number of eight (8) and/or ten (10) hour daily runs. Coach Operators not in a pay status during their sign-up time for a shakeup shall be paid their assigned time when they come in to sign the Shake-Up.
 - b. Once a Shake-Up bid process has started and a piece of work has been chosen and subsequently eliminated, then the bid process will start over again with number 1 in seniority. If a piece of work has not been chosen and needs to be eliminated, the bidding process will proceed as is.
 - c. All special functions not covered by a Shake-Up will be offered to B-Board then C-Board prior to being offered as overtime.
- 17.4 The Employer shall be the sole determiner as to the need or necessity for filling any vacancy.
- 17.5 If the Employer determines a vacancy for the driver/dispatcher assignment(s) or new assignment(s) should be filled, then, and in that event, said opening shall be posted for one (1) workweek on the Employee bulletin board prior to the selection of any Employee. A written assignment summary, a statement of qualifications required, and the premium pay for the assignment(s) will be included in the posting.
- 17.6 All regular Employees covered by this Agreement may be eligible to apply for the applicable assignment referenced in Article 17.4 above.
- 17.7 The Employer shall have the right to select the Employee for the available assignment. Present Employees will be given preference.
- 17.8 In the event of a question as to the qualifications of an Employee applying for an available assignment, the Employer shall make the final binding determination as to said Employee's qualifications.
- 17.9 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 25.6), 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 all their previously held bargaining unit positions 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 formerly held positions without loss of Continuity Of Service Date (CSD) or seniority.

- 17.10 An Employee who has refused a position shall not have the right to displace the holder of said position.

ARTICLE 18 LAYOFFS AND RECALLS

- 18.1 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.
- 18.2 The Employer will lay off Employee(s) within a classification according to seniority of the Employees within the affected classification. Part-Time Employees would be laid off before Full-Time Employees. 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
- 18.3 Employees laid off, including for Voluntary layoffs, in accordance with Article 18.2 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 one (1) year. Employees on said re-employment lists shall be recalled in reverse order of layoff. Then any Regular Part-Time Employees may be re-employed. No Employees shall be hired to perform bargaining unit work until said work has been offered to Employees on the re-employment list. An offer of recall shall be in writing and sent by certified mail, return receipt requested, and also by regular mail to the last known address of the Employee. A notice will also be given to the Union. Once an Employee does not accept recall they forfeit all recall rights. An Employee so notified must indicate his or her acceptance of said recall within fourteen (14) working days of receipt of notice and shall be back on the job within five (5) working days of acceptance, or at the discretion of the Employer or forfeit all recall rights under this Article.
- 18.4 Voluntary Layoff: If the Employer determines that layoffs are necessary in accordance with Article 18.1, and the requirements of Article 16.6 have been met, then and only then, may the Employer offer voluntary layoffs to those within the affected classification, and out of order of seniority. If an Employee of higher seniority than that of the last Employee on the seniority roster within the affected classification wishes to take a voluntary layoff then Article 18.2 can be waived.
- 18.5 Upon receipt and acceptance of Employee's application for voluntary layoff, the Employer will schedule a meeting with the Employee and Union Representative to discuss the voluntary layoff process. During a voluntary layoff period, an Employee will accrue

seniority. Employees on said re-employment list shall be recalled by the highest seniority number first, starting with those who took voluntary layoffs, according to Article 18.4, and then those layoffs that the company determined were still necessary, brought back according to Article 18.3.

ARTICLE 19 WAGES

- 19.1 The wages paid to Employees covered by this Agreement shall be set forth in the classification and wage schedule attached hereto and incorporated herein by this reference as Appendix "A".
- 19.2 The parties further agree that all terms and conditions of this Agreement shall remain in full force and effect during the term of the Agreement per Article 34 (Entire Agreement) subject to the provisions of Article 35 (Term of Agreement).

Article 20 Health and Welfare Benefits

- 20.1 Regular employees will be eligible for the benefits listed below.
- 20.2 The following Washington Teamsters Welfare Trust plans will remain in effect for the duration of this Agreement:
 - a. Medical Plan B
 - b. Dental Plan A
 - 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”.

- 20.3 Employees while on the active payroll as defined in Section 20.1 will receive the following:
 - a. Upon full execution of this Agreement and through 2021, the Employer will contribute \$1,356.66 per month, toward the Employee’s cost for the Aggregate Premium Rate. The Employer’s contribution toward the Aggregate Premium Rate is hereinafter referred to as the “Health and Welfare Insurance Allowance”.
 - b. If the Aggregate Premium Rate increases for 2022, the Health and Welfare Insurance Allowance will correspondingly increase, up to a maximum of five (5%) percent (not to exceed \$1,424.49). (For example, if the Aggregate Premium Rate increases by 7%, the Health and Welfare Insurance Allowance would increase by 5%).

- c. If the Aggregate Premium Rate increases for 2023, the Health and Welfare Insurance Allowance will correspondingly increase, up to a maximum of five (5%) percent (not to exceed \$1,495.72). (For example, if the Aggregate Premium Rate increases by 7%, the Health and Welfare Insurance Allowance would increase by 5%).
 - d. If the Aggregate Premium Rate increases for 2024, the Health and Welfare Insurance Allowance will correspondingly increase, up to a maximum of five (5%) percent (not to exceed \$1,570.50). (For example, if the Aggregate Premium Rate increases by 7%, the Health and Welfare Insurance Allowance would increase by 5%).
 - e. If there is no increase to the Aggregate Premium Rate from year to year, there will be no increase by the Employer for the Health and Welfare Insurance Allowance. If there is a decrease to the Aggregate Premium Rate from year to year, the Health and Welfare Insurance Allowance will correspondingly decrease.
 - f. Employees are responsible for all Aggregate Premium Rate costs in excess of the Health and Welfare Insurance Allowance provided in this Article. Additional costs shall be paid through reduction of wages and payroll deduction in the first and second payroll periods of the month.
 - g. 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. 20.4 Following initial qualification for benefits as outlined in 20.1 above, premiums shall continue to be paid for all regular full-time Employees who were compensated for eighty (80) hours or more the previous month.
- 20.4 Payments required to provide benefits set forth in this Article shall be made on or before the tenth (10th) day after the last business day of the month. The Employer accepts and agrees to be bound by the Washington Teamsters Welfare Trust Agreement and Declaration as long as it is obligated to provide benefits offered by the Trust.
- 20.5 Employees whose premium is less than the insurance allowance listed in 20.2 will have the following options:
- a. On December 1 of each year elect to receive the cash difference (less appropriate taxes) from the premium and the allowance or;
 - b. On December 1 of each year elect to convert the cash difference from the premium to Vacation Leave at their rate of pay on December 1, of that year or;
 - c. A combination of a and b above.
- Upon voluntary resignation, with reasonable notice, but not less than (2) weeks' notice, reduction in force or death, all unused accrued premium allowance shall be paid to the Employee or his or her estate.

- 20.6 The Union and/or the Employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.
- 20.7 Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Union and/or the Employee.
- 20.8 The employer does not employ "non-regular" employees; however, if Ben Franklin Transit were to employ non-regular employees to perform covered bargaining unit work and the Union allowed same to occur, benefits provided by Article 20 would not apply.

ARTICLE 21 HOLIDAYS

21.1 The following legal paid holidays shall be recognized:

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

21.2 a. Whenever a holiday, as indicated in Article 21.1, falls within a vacation period, vacation will not be charged for such holiday.

b. When an Employee is on vacation and the holiday falls on a non-scheduled workday, eight (8) hours will be credited to the Employees accrued vacation hours.

21.3 a. Any work performed on holidays listed in Article 21.1 shall be paid for at time and One-half (1-1/2) times the regular rate of pay in addition to the holiday pay.

b. Employees that work their regular scheduled day off shall be paid overtime for that day, provided the Employee works his or her regular work schedule during that week, (or is in pay status as per 11.2b) when any of the legal paid holidays indicated in Article 21.1 are observed during that week.

21.4 To be eligible for holiday pay, the regular Employee must be in a pay status (or be on an approved, excused day off in the daybook) preceding or following a holiday, to receive holiday pay as listed in Article 21.1; using vacation for a sick day before or after a holiday does not constitute being in "pay status".

21.5 a. Eligible Employees shall receive either ten (10) hours pay, eight (8) hours pay, or pro-rated pay as applicable to the appropriate job classification and/or assignment. Employees working less than forty (40) hours per week will receive holiday hours based on the daily average of the four (4) weeks prior to the week in which the holidays are given, rounded to the nearest full hour.

- b. If a holiday falls on a non-scheduled workday during a regular scheduled workweek, no more than eight (8) hours will be credited to the Employees accrued vacation hours.

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

**ARTICLE 22
VACATION**

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

22.2

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

22.3 Unused vacation will be accumulated; however, the maximum amount of such accumulated vacation is limited to four hundred (480) hours. Accrued vacation at any time in excess four hundred (480) hours will be forfeited.

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

22.5 The Employer shall determine when vacation shall be taken by way of advance scheduling. Each year, during the month of August, vacation shall be selected for the following year, by way of advanced scheduling in seniority order. Employees shall be allowed to choose a maximum of three (3) work weeks, if available, during the selection period. Following the selection by all Bargaining Unit employees, subsequent selections will be on a first come first serve basis. If a person does not sign up by his or her sign up date, he/she may sign up but may not bump another driver with less seniority who has already signed up. Employees working a regular forty (40) hour work-week shall take vacation in increments of forty (40) hours commencing Sunday through Saturday. Employees working less than a forty (40) hour workweek and who have earned a minimum of thirty (30) hours of paid vacation may take the vacation in increments of one (1) week. Vacation must be taken in increments of a

week. Holiday hours and vacation hours may be combined to meet this requirement. This procedure will be set forth in the Coach Operator's Guidelines.

- 22.6 An Employee leaving employment shall be compensated for vacation earned and accrued to the date of separation. All unused accrued vacation shall be paid to the employee or his or her estate.
- 22.7 Time Off
- a. Accumulated vacation leave may be used on a daily basis. Single leave days must be scheduled with the Dispatch in accordance with the Daybook policies and procedures.
 - b. Accrued vacation hours may be taken in two (2) hour or more increments subject to approval of the Operations Manager.
- 22.8 Eight (8) hours or more accrued vacation may be sold at any time. Sale of accrued vacation must not lower the balance below forty (40) hours. Exceptions may be authorized by the General Manager. Sale of vacation must coincide with payroll weeks and shall not constitute hours compensated for accrual of vacation or overtime.

ARTICLE 23 SICK LEAVE

- 23.1 Employees shall accrue one (1) hour of paid sick leave for every 40 hours worked. Employees shall not accrue paid sick leave for hours paid while not working (e.g., vacation, disability, using sick or other paid leave)
- 23.2 Employees may use their accrued, unused paid sick leave beginning on the 90th calendar day after the start of their employment. Employees may use leave accrued up to the previous pay period. Sick leave must be used in one (1) hour increments. Employees shall be paid their normal hourly compensation for each hour of paid sick leave used; there shall be no overtime, holiday, or other premium pay.
- The accrual year is January 1st through December 31st. Following the end of the accrual year, any accrued, unused sick leave exceeding 40 hours will be transferred to the employee's vacation leave bank.
- 23.3 If an Employee's absence exceeds three (3) consecutive days of work, the Employer may require that Employee to present sufficient verification to show a qualifying reason for using sick leave. Employees who fail to present such verification when required by the Employer may be required to reimburse paid out sick leave and shall be subject to corrective action up to and including discharge.

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

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

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

23.5 "Family Member" includes any of the following:

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

23.6 Employee Notice for Foreseeable Use of Sick Leave

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

Employee Notice for Unforeseeable Use of Sick Leave

If an Employee's absence is unforeseeable (not planned), the Employee must notify Operations Management two hours before his or her scheduled report time and provide the qualifying reason.

If the circumstances for the unforeseeable absence prevent the Employee from complying

with the notice requirement, he or she must notify Operations Management as soon as practicable, and provide the qualifying reason and the circumstances preventing him or her from meeting the notice requirement.

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

ARTICLE 24
Washington Paid Family Medical Leave Program

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

ARTICLE 25
**MILITARY LEAVE, JURY DUTY, LEAVE OF ABSENCE,
BEREAVEMENT LEAVE, UNION BUSINESS LEAVE, AND DISABILITY LEAVE**

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

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

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

- 25.2 **Jury Duty:** Any Employee, who is called for jury duty or receives a work-related subpoena, shall receive from the Employer the difference between his or her regular pay and the compensation received for the actual time he/she is required to be absent from work because of such jury duty or subpoena. Any such absence shall not cause an adjustment to the CSD. Payment to be calculated as provided in Article 21.5.

- 25.3 **Leave of Absence Without Pay:** Upon written request of the Employee, the Employer may grant a regular Employee a "Leave of Absence Without Pay", not to exceed sixty (60) days. Approval of such leave shall be in writing. No sick leave or vacation leave benefits shall accrue while an Employee is on leave of absence. Continuation of medical, dental and vision are subject to the provisions of the Teamster's Health and Welfare Trust.
- 25.4 **Bereavement Leave:** Upon employment, all Employees are entitled to a maximum of five (5) paid days leave in the event of the death of a spouse, registered domestic partner, Employee's grandparents, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, step parents, step children, grandchildren or a child of a person standing in loco parentis who is: (a) under eighteen (18) years of age; or, (b) eighteen (18) years of age or older and incapable of self-care because of a mental and/or physical disability. Leave is subject to prior approval of the employer. The Employee shall submit satisfactory evidence as determined by the Employer prior to payment. Payment to be calculated as provided in Article 21.5. The CSD will remain unaffected by this leave. Employees may be granted additional time off, provided the requested time off can be adequately covered in the judgment of the Employer.
- 25.5 **Union Business Leave:** The Employer agrees to allow leave for bona fide Union business in the following categories (The CSD will remain unaffected by this leave):
- a. Union business other than contract negotiations, grievance and disciplinary hearings: The Employer agrees to allow time off for Union officials or duly appointed representatives to attend to official Union business not to exceed ten (10) working days for a single purpose. A maximum of four (4) bargaining unit Employees shall be absent at any given time with the aggregate time off for all individuals not to exceed 45 days per year. Additional time may be authorized by the General Manager. Notification of time off must be in writing, signed by the Union, at least forty-eight (48) hours in advance of the time off, and notification of such time off must be made to the Operations Director.

The Employer will permit this time off for Union business at regular straight time wages, not to exceed the amount of their regular scheduled shift, and respective accruals of vacation and other fringe benefits. The Union will reimburse the Employer all wage and accrual of benefits paid during this time off. All accruals of fringe benefits will remain in the Employees account.
 - b. Contract Negotiations: The Employer will permit this leave to include the opportunity for four (4) bargaining unit representatives-to participate in negotiations and have this time off. Employees that negotiate on their scheduled day to work will be paid regular straight time wages, not to exceed the amount of their regular scheduled shift. Employees that negotiate on their day off will not be paid by the Employer.
 - c. 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:

1. To present a grievance for adjustment to the Employer.
2. To investigate any such grievance so that it can be properly presented to the Employer.
3. To participate in negotiations, as stated above, labor management meetings or such other activities as deemed mutually beneficial to both parties and approved by the Employer.

25.6 Disability Leave:

- a. Disability Leave shall be defined, as the period of time an Employee is unable to perform their regular job duties due to a physical or mental condition as stipulated by a health care professional.
- b. At any time during a Disability Leave the Employer has the right to require an Employee to report to the Employer's designated physician for the purpose of taking a physical exam. The Employee shall not be paid for the hours involved in taking the exam if the Employee is off work. If the Employer's designated physician determines that the Employee is eligible to work the Employee shall return to work or be subject to immediate termination.
- c. The Employee's CSD shall be maintained unadjusted during the disability leave for a maximum of 182 calendar days in the previous 1095 calendar days. The Employee's seniority will be maintained unadjusted during the disability leave for 282 calendar days (excluding Family Medical Leave) within the previous 1095 calendar days. The employee will be terminated on the 283rd day.
- d. Employees who are disabled will receive benefits as outlined in Article 20.
- e. The Employee must file a request for disability leave with the Human Resources Department of the Employer along with the physician's statement within five (5) days of the beginning of the disability period.
- f. Employees terminated in accordance with Article 25.6 may be re-hired by the Employer, within 5 years of the date of termination and will receive seniority to the date of their termination. (e.g.: An Employee with ten years seniority is terminated, for disability reasons, and returns to work within 5 years, from their termination date, will have ten years seniority on their first day of work). Returning Employees will be assigned to the "B" Board and will not be able to bid shifts, using this seniority, until the next shakeup. Returning Employees may be required to have the same training and probation period as a new Employee
- g. The Employer retains the right to require employees to be examined by a medical provider selected by the Employer when employees are receiving Labor and Industries benefits or upon return from an on-the-job injury of three (3) consecutive

days or more, as permitted by law. An employee who fails to comply shall be subject to corrective action up to and including discharge. Health care information about Employees will be maintained in accordance with state and federal health care privacy laws.

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

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

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

ARTICLE 26 RETIREMENT

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

- a. Plan I, for Employees who were members at the time prior to October 1, 1977; and
- b. Plan II, which is for Employees who did not initially establish membership in PERS prior to October 1, 1977.
- c. Plan III, which was created by the Washington State Legislature, and became effective on March 1, 2002.

Employees will be permitted to participate in deferred compensation plans provided by the Employer. Contributions into such plans shall be the sole responsibility of the Employee.

ARTICLE 27 PENSION

The Employees have elected to divert by way of wage diversion 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.

- 27.1 Effective June 1st, 2021, the hourly wage diversion shall be increased by twenty-five cents

(\$0.25) per hour for a total hourly wage diversion of one dollar and forty-five cents (\$1.70) per compensable hour. 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.

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

ARTICLE 28 INCLEMENT WEATHER OR OTHER CONDITIONS

- 28.1 The Employer shall be the sole determiner of whether or not inclement weather conditions exist.
- 28.2 If the Employer determines that inclement weather conditions, or other conditions such as volcanoes, nuclear danger, gas spill, epidemic or plague or any condition generally injurious to safety or health exist, and that said conditions are such that no scheduled work should be performed, then, and in that event, the Employee reporting to work will be entitled to two (2) hours pay.

In the event that the Employer is able to notify the Employee or Employees by telephone one (1) hour prior to the commencement of the shift, then and in that event, the Employee shall not be entitled to any pay.

- 28.3 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 29
REPORT TIME AND LATE REPORTS

29.1 Definition of Report Time and Late Reports:

- a. Operators are required to report (sign in) at Dispatch for their assigned runs, no later than their exact report time and in proper uniform. A grace period of 59 seconds past report time will be allowed. Example: Report Time:
5:00 a.m. 5:00:59 a.m. OK
5:01:00 a.m. Late Report Issued
- b. Operators not reporting for duty as scheduled and failing to notify Dispatch until after the second hour has elapsed will be charged with Absence Without Leave (AWOL) Report.
- c. Operators whose weekday report time is before 7:00 am must call Dispatch between 4:00 am and 5:00 am stating they are sick or not able to work.
- d. Operators working on Saturday must notify Dispatch between 4:00 am and 5:00 am. Operators having report time after 7:00 am through working day must call two (2) hours before scheduled report time.
- e. Operators whose report time on Sunday is before 9:00 AM must notify Dispatch between 5:30 AM and 6:30 AM. Operators having a report time after 9:00 AM must call two (2) hours prior to report time.
- f. Failure to follow these instructions will result in being charged with failing to follow directives as listed in Article 29.4.

29.2 Disciplinary Action - Late Reports

- | | | |
|----|---------------------|-------------------------|
| 1) | First Late Report: | Written Reprimand |
| 2) | Second Late Report: | Written Reprimand |
| 3) | Third Late Report: | Final Written Reprimand |
| 4) | Fourth Late Report: | One (1) Days Suspension |
| 5) | Fifth Late Report: | Two (2) Days Suspension |
| 6) | Sixth Late Report: | Termination |

Each late report will be dropped as chargeable one year after receiving them except as mentioned in Article 29.5.

29.3 Disciplinary Action - Absent Without Leave (AWOL)

- 1) First AWOL: One (1) Days Suspension
- 2) Second AWOL: Two (2) Days Suspension
- 3) Third AWOL: Termination

Each AWOL will be dropped as chargeable one year after receiving them except as mentioned in Article 29.5.

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

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

Each failure to follow directives in reporting or not reporting for work will be dropped as chargeable one year after receiving them except as mentioned in Article 29.5

29.5 The sixth day of suspension in a two-year period under Article 29 shall be cause for termination.

29.6 Attendance Control Program

PROCEDURES TO BE USED FOR ATTENDANCE CONTROL

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

REVIEW OF RECORDS

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

CORRECTIVE ACTION

When it is determined that corrective action is required to assist the Employee in improving attendance, the following corrective action steps will be followed. In the early stages of absenteeism, intervention will be in the form of counseling in an attempt to resolve an

emerging problem in a positive manner without the need of formal corrective action. However, if absenteeism continues, it will be met by corrective action and finally termination. If an Employee's absence becomes excessive, patterned or suspect, the Employee may be required by the Manager to submit a doctor's statement or to substantiate the reason for his or her absence.

STATUS NOTIFICATION

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

WRITTEN REPRIMAND BEFORE TERMINATION

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

TERMINATION

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

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

ATTENDANCE CONTROL PROCEDURES

1. Status Notification and general information regarding FMLA at four (4) days of absence.
2. Status Notification requiring Employee signature at six (6) days of absence with general information regarding FMLA.
3. Status Notification requiring Employee signature at eight (8) days of absence with general information regarding FMLA.
4. After nine (9) days of absence, a written warning, notice of termination and information regarding the one time annual reduction of chargeable absences.
5. After ten (10) days of absence, termination.
6. Prior to any termination, there will be a review of the Employee's entire record for the

previous three years including, but not limited to safety, discipline and prior attendance records, to determine the appropriate corrective action on a case by case basis.

REDUCTION OF CHARGEABLE ABSENCES

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

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

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

The thirty (30) daytime period will be extended to cover any pre-scheduled time off 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 by 11:00 a.m. a minimum of one (1) day in advance. Approved time off requests of this nature shall not exceed four (4) hours. An Employee presenting a statement from a health care professional or court clerk will be excused for whatever time required by the Employee in excess of four (4) hours. Excused absences will not be charged as an absence under the provisions of the Attendance Control Program. Employees requesting Excused Absences shall have the election to take the time off with or without pay.

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

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

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

**ARTICLE 30
DISCIPLINE**

30.1 The Employer may discipline an employee for just cause.

There are six (6) categories of discipline listed below; these categories will be further broken down into violations which, although not exhaustive, are commonly associated with the six (6)

1. Unsafe Operation of a BFT Vehicle	2. Poor Customer Service	3. Equipment Misuse	4. Falsification/ Omission of Reports	5. Gross Insubordination	6. Improper Use of Off Time
Negligent driving	Unprofessional behavior	Unauthorized use of equipment	Falsification of reports	Failure to follow a direct order	Pattern Abuse 3x's in 3 Months
Unauthorized cell phone use while driving	Failure to make ADA announcements	Leave Accident Scene <i>W/O</i> Authorization	Failure to report defective equipment		Failure to Cancel Unaccrued Time Off
Preventable Accident	Bodily harm to a customer	Tire Rub	Failure to report an accident		
Recklessness/ Carelessness	Off schedule Operation				
Moving traffic violations					

Not Using Seatbelt and or Shoulder Harness					
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The parties agree that there are many other violations which are not set out in the grid but which fall under the six categories listed above. Any new situation/discipline will be discussed with Union Representative or designee and placed under one of the six (6) Article 28.1 categories and then used under that category henceforth, unless both parties agree to change.

- 30.2 Disciplinary actions, which may be taken against an Employee, include the following:
 - a. Oral reprimand
 - b. Written reprimand
 - c. Suspension without pay
 - d. Termination

- 30.3 Disciplinary action shall be administered in progressive fashion, in order of increasing severity from oral reprimand to termination except when, in the judgment of the Employer, the cause for discipline is sufficiently serious to warrant written reprimand, suspension or termination in which event discipline may be administered without regard to the order indicated hereinabove.

- 30.4 The Employer may discipline an Employee up to and including termination for just cause only (see Article 10, Probationary Employees). The Employer shall make available the specified charges to the Employee and the Union 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 terminate the Employee immediately.

- 30.5 A meeting shall be held regarding disciplinary action pursuant to the provision of Article 3.5 regarding any suspension or termination. In advance of such meeting, the Employee shall be notified of the charges, the facts upon which the charges are based and the range of disciplinary action being considered.

- 30.6 The Employer may suspend an Employee for just cause only. An Employee shall not be suspended in any case for more than thirty (30) working days for each infraction. In cases where suspension is deemed appropriate by the Employer, the specified charges and duration of the suspension shall be made available to the Employee and the Union in writing by the Employer. In the event that the suspension is for fifteen (15) working days or less, then and in that event, no prior notification by the Employer shall be required before the effective date of the suspension. In the case of a suspension being for more than fifteen

- (15) working days up to thirty (30) working days, then and in that event, the Employer shall provide two (2) weeks notification prior to the effective date of the suspension.
- 30.7 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.
- 30.8 The Employer may discipline an Employee for Just Cause within thirty (30) calendar days from the time the Employer is made aware of an incident or infraction that may result in discipline, and the Employer will notify the Employee as soon as it is determined that an investigation is required. Failure to meet the time limit of thirty (30) calendar days shall waive the Employer's right to take any disciplinary action. If circumstances exist that require additional time, the Employer will notify the parties and an extension of time will be granted by mutual agreement.
- 30.9 Copies of all disciplinary action taken by the Employer shall be forwarded to the Union. Notations of informal counseling shall be permitted in the Employee's working file, provided that the Employee is informed that said notation will be undertaken. All Management personnel may initiate disciplinary action. Management personnel is inclusive of the General Manager, Operations Manager, Operations Supervisor, Dispatchers, and Safety and Training Supervisor.
- 30.10 References to disciplinary actions in an Employee's personnel file shall be maintained in the personnel file as follows:
- a. If the disciplinary action is that of an oral or written reprimand, then the reference 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 substantially similar form of misconduct, then and in that event, both references to oral and/or written reprimand shall remain in the personnel file twelve (12) months from the date of the last infraction.
 - b. If the disciplinary action is that of a suspension without pay, then and in that event, said disciplinary action shall remain in the personnel file for a period of thirty (30) months from the date of infraction.
 - c. Disciplinary action consisting of a termination shall remain in the Employee's personnel file on a permanent basis.
- 30.11 No member of the Union shall be disciplined or discharged for lawful Union activities outside of working hours.
- 30.12 When an Employee is called before Management for disciplinary reasons, the Employee shall have the right to have a Teamster representative present; the Employer will make arrangements for the presence of a Teamster representative. Thereafter, Management has the right to proceed with the meeting established for disciplinary purposes without the

presence of a Teamster representative. The Employee shall present himself/herself to the meeting as directed by Management. The Employer will conduct a fair, timely and thorough investigation that respects the Employee's rights to Teamster representation and due process.

- 30.13 The parties agree that there are separate disciplinary procedures applicable to violations and/or misconduct under the Drug and Alcohol Abuse Policy.
- 30.14 The parties agree that incorporated herein are disciplinary procedures for Unscheduled Absences as described in Article 27, Report Time, and Late Reports.

ARTICLE 31 GRIEVANCE PROCEDURES

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. Transportation Supervisors
- 3. Department Manager
- 4. Labor/Management Meeting
- 5. Human Resources Director

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.

- 31.1 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, beginning with a pre-grievance meeting. If, however, a grievance cannot be resolved through normal means,

the grievance will be settled as hereinafter provided.

- 31.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement including reprimand, suspension, or termination and late reports.
- 31.3 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.
- 31.4 Grievances may be heard at any time where practical and feasible.
- 31.5 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is mutually agreed to in writing. The Employer and the Employee or his or her representative may extend the time limits by mutual agreement in writing.
- 31.6 No grievances shall be valid unless said grievance is submitted timely at Step 1. If a grievance is not presented within ten (10) working days from its occurrence, said grievance shall be waived and forever lost. If a grievance is not appealed to the next Step within the specified time limit or an agreed extension thereof, it shall be considered waived and forever lost. For purposes of the essential time limitation of ten (10) working days, this is to be defined as ten (10) working days, Monday through Friday.
- 31.7 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.
- 31.8 Grievances shall be processed in accordance with the following procedure:
- Step 1: The aggrieved Employee and his or her Union representative or the Employer, shall, within (10) working days of the occurrence, giving rise to 1 grievance, reduce the grievance to writing and present such written grievance to the Operations Director, in the case of an aggrieved employee, or to the Union, in the case of the Employer grievance. Thereafter, the Operations Director or the Union, as the case may be, shall respond in writing to the grievance within ten (10) working days after receipt of the grievance.
- Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1 then within ten (10) working days of the response in Step 1, above, the grievance, in written form, shall be presented to the employer's General Manager, or to the Union, as the case may be. The parties shall arrange a meeting between the aggrieved Employee, Union Representatives and the Employer's General Manager within ten (10) working days for resolution of the issue. The Employer's General Manager or the Union, shall issue findings in writing within

ten (10) working days of the meeting referenced hereinabove.

- Step 3: Final and Binding Arbitration: If the grievance has not been resolved at Step 2 the Union or the Employer may refer the dispute to final and binding arbitration.
- a. Notice - Time Limitation: The Union or Employer may notify the other in writing of submission to arbitration within ten (10) working days after receipt of the Step 2 response.
 - b. Arbitrator Selection: After timely notice, the parties will select an arbitrator in the following manner: Either party may request that the Public Employment Relations Commission (PERC) furnish a list of eleven (11) names from the register of PERC. The two parties shall meet and flip a coin. The winning party shall choose to strike the first name from the list or direct the other party to strike the first name from the list. The striker shall communicate their choice to the other party. Thereafter, the parties will strike alternatively until one name remains. The remaining name shall be the arbitrator.
 - c. Decision - Time Limit: The arbitrator will hear the matter at the earliest possible date after the selection of the arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon as provided for herein.
 - d. Limitations, Scope and Power of Arbitration Panel:
 1. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
 2. The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the Employer or the Union.
 3. The arbitrator shall consider and decide only the question or issue raised at Step I of the grievance procedure and said arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the issues raised in Step 1.
 4. In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.
 - e. Arbitration Award - Damages - Expenses:
 1. Arbitration awards shall not be made for occurrences prior to the occurrence upon which the grievance is based, that date being ten (10) working days or less prior to the initial filing of the grievance.
 2. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.
 3. The arbitrator shall not have authority to award punitive damages.
 4. Each party hereto shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case and shall pay one-half the expenses of the arbitrator

ARTICLE 32
NO STRIKE - NO LOCKOUT

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

ARTICLE 33
MISCELLANEOUS

- 33.1 **Drug and Alcohol**
The parties agree that there is a separate policy that addresses drug and alcohol abuse. See Article 30.12. Any changes in the discipline Article of the Drug and Alcohol Abuse Policy during the term of this agreement will be subject to negotiations. (See Policy and Procedures Guide).

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

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

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

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

While on modified duty status Employees shall have the right to Union Representation as per the collective bargaining agreement. All deductions will be withheld from the Employee's check unless payroll is given instructions to change the deductions for Union dues.

Vacation leave taken while on Modified Duty status will be paid at the operator's regular rate of pay. Holidays shall be paid according to Article 21.5 at the Employee's regular rate of pay.

The Employees CSD will be maintained as per Article 2. Time spent in a modified duty status will be considered as disability leave as long as the Employee is not able to perform their regular job duties. The Employee's seniority shall not be adjusted during modified duty.

It is understood that the obligation to make pension contributions will continue during these temporary light duty assignments as set forth in Appendix "C".

33.3 Surveillance

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

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

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

**ARTICLE 34
ENTIRE AGREEMENT**

This document shall constitute the complete agreement by and between the parties and no other agreements and/or understandings, written or otherwise, prior to the signing of this Agreement shall be binding on the parties. 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 35
TERM OF AGREEMENT**

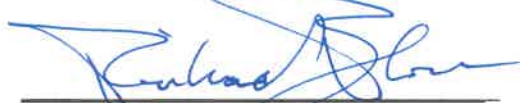
35.1 This Agreement shall become effective as of June 1, 2021, and shall remain in full force and effect until the 31st day of May, 2024, except that language changes from the prior agreement to this agreement shall be effective as of the date of signature forward. Written notice of intent to modify this agreement as relates to the extension of the Agreement or

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

- 35.2 If the parties have not reached agreement pursuant to the provisions of the Article pertaining to timetable, then either party may request a mediator from the Public Employment Relations commission (PERC). The determination of the mediator from PERC shall be advisory only and not binding on either party.
- 35.3 In the event that negotiations for a new agreement extend beyond the anniversary date of this Agreement (05/31/2021) the terms of this Agreement shall remain in full force and effect until a new agreement is consummated.

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

FOR THE EMPLOYER



RICHARD BLOOM
CHAIRMAN BOARD OF DIRECTORS

FOR THE UNION



RUSSELL SHJERVEN
TEAMSTERS LOCAL UNION NO. 839
SECRETARY-TREASURER



GLORIA BOYCE
GENERAL MANAGER
BEN FRANKLIN TRANSIT

TEAMSTERS APPENDIX A

EFFECTIVE the first day of June 2021 the following wage structure shall apply:

	6/1/2021 3.00% Wage Increase	6/1/2022 3.00% Wage Increase	6/1/2023 3.00% Wage Increase
Coach Operator			
Training Wage	\$ 19.71	\$ 20.31	\$ 20.91
Step 1) End of Training - 12 Months	\$ 24.63	\$ 25.37	\$ 26.13
Step 2) 13-24 Months	\$ 25.56	\$ 26.33	\$ 27.12
Step 3) 25-36 Months	\$ 26.71	\$ 27.51	\$ 28.34
Step 4) 37-48 Months	\$ 27.73	\$ 28.56	\$ 29.42
Step 5) 49-60 Months	\$ 28.56	\$ 29.42	\$ 30.30
Step 6) 61 + Months	\$ 29.60	\$ 30.49	\$ 31.40

At management’s sole discretion, Coach Operators may be assigned temporarily to perform work as a “Driver Trainer” or “Operator/Dispatcher” or “Operator Ride and Drive Trainers”.

While assigned Driver Trainer duties or Operator Dispatcher duties, Operators will continue to maintain their seniority within the Coach Operator classification.

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

While assigned Operator Ride and Drive Trainer duties, Coach Operators will be paid an assignment premium of fifty cents (\$.50) per hour over their regular rate of pay for time spent performing such duties.

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

Excess compensation consists of specific types of reportable compensation when the payment increases the members (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 \$0.00 under this contract.