

COLLECTIVE BARGAINING AGREEMENT

by and between

BEN-FRANKLIN TRANSIT

and

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

Covering

DIAL-A-RIDE

Dispatchers and Scheduling Specialists

March 15, 2020 through March 14, 2023

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Preamble

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

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

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

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

Article 1 Recognition

- 1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative of the regular full time and regular part time Dial-A-Ride Dispatchers and Schedulers. 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, Teamster pension contributions would be paid.
- 1.2 The bargaining unit to which this Agreement is applicable consists only of Dial-A-Ride Schedulers and Dispatchers. Employees who are not within the bargaining unit include all other employees of the Employer. All the elected officials and officers of the Employer are excluded from the bargaining unit. The employer does not employ "temporary" employees; however, if Ben Franklin Transit were to employ temporary employees to perform covered bargaining unit work and the Union allowed same to occur, Teamster pension contributions would be paid.
- 1.3 The IBT recognizes that the Employer's management personnel are not precluded nor restricted from performing any and all types of work performed by the bargaining unit members on a temporary or emergency basis. The Western Conference of Teamsters Pension Trust (W.C.T.P.T.) can be assured management intends to manage the operation and not perform bargaining unit work, however, if management were to perform more than an incidental quantity of bargaining unit work the W.C.T.P.T. will be duly notified.

Article 2
Management Rights

- 2.1 The Union recognize the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not specifically and expressly covered or treated by the language of this Agreement shall be administered for the duration of this Agreement by the Employer in accordance with such policies and/or procedures as the Employer, from time-to-time, may determine. The Employer's prerogatives include, but are not limited to, the following matters:
- 2.2 The right to establish and institute any and all work rules and procedures upon reasonable notice to bargaining unit members. The Employer has the right to develop and adopt, as well as administer personnel rules and policies, which cover matters not specifically described in this Agreement. Further, the Employer has the right to make changes and/or modifications to the Dial-A-Ride Dispatchers and Schedulers Rules and Policy Manual and employee(s) shall abide by said changes. All personnel rules and policies developed by the Employer which are intended to be applicable to Union members shall be in written form and either posted on appropriate bulletin boards and/or provided to affected employees and copies shall be sent to the Local Union office.
- 2.3 The right to schedule any and all work and overtime work and any and all methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
- 2.4 The right to hire, transfer, layoff and promote employees as deemed necessary by the Employer in accordance with the provisions of this Agreement.
- 2.5 The right to discipline any and all employees as provided in this Agreement.
- 2.6 The right to make any and all determinations as to the size and composition of the work force, and the work to be performed.
- 2.7 The parties understand and agree that incidental duties reasonably connected with bargaining unit work, not necessarily enumerated in job descriptions, shall nevertheless be performed by employees when requested to do so by the Employer.
- 2.8 The Employer shall have the right to take whatever actions the Employer deems necessary to carry out Transit Authority services in an emergency. The Employer shall be the sole determiner as to the existence of an emergency and any and all actions necessary to implement service during said emergencies. An emergency shall be a sudden or unexpected happening or situation that calls for action without delay. The Employer will take into consideration the safety of the employees.

- 2.9 The Employer has the right to introduce any and all new, improved and automatic methods or equipment, including email and other technology based methods to improve communication and efficiency, and to reduce costs.
- 2.10 The Employer has the right to assign employees in accordance with the provisions of this Agreement.
- 2.11 The right to close or liquidate an office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, officers, branches, operations or facilities.
- 2.13 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the Employer and the rights and obligations owed thereby to the citizenry.

Article 3
Employee Rights

- 3.1 Employees subject to this Agreement shall have and be protected in the exercise of their right to join and assist the Union.
- 3.2 An employee or their authorized representative shall have the right, upon written request to the Employer, to inspect his or her personnel files in the presence of the Employer, provided that said written request shall be granted up to ten (10) working days following submission of said request. In order for the authorized representative to inspect the employee's personnel file, the employee must submit, to the Employer, a signed authorization statement granting the authorized representative authority to inspect said file.
- 3.3 No evaluation or other material referring to any "job related matters" shall be placed in the employee's personnel file without the knowledge of the employee. The employee is required to sign and date a receipt evidencing acknowledgment of the evaluation or other material. Such signatures shall not be an admission and is only to evidence receipt of the evaluation and other material. The employee may attach a statement of explanation in the space provided.
- 3.4 Employees shall have the right, subject to grievance time limitations, to challenge any material included in their personnel file through the grievance procedure.
- 3.5 An informal meeting between an employee and his or her supervisor and/or Employer may be held to discuss a personnel matter prior to any formal meeting regarding the discussion of possible disciplinary action, provided that no documentation or other material regarding said meeting shall be placed in the employee's personnel file.

- 3.6 Prior to any formal meeting regarding the discussion of possible disciplinary action affecting an employee, the employee's supervisor or Employer involved shall notify the employee of his or her right to Teamster representation at a formal meeting regarding the discussion of possible disciplinary action. If said employee desires Teamster representation, said employees shall be allowed up to ten (10) working days to arrange for Union representation.
- 3.7 Transit Passes: The Employer agrees to provide tax-free transit passes to BFT employees, their spouses, their legal dependents and to retired BFT employees and their spouses. For the purposes of this section, the term "dependent" shall include unmarried dependent children up to age nineteen (19), full-time students up to age twenty-three (23), and children with mental and physical disabilities living at home.

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

Article 4 Contracting Out

- 4.1 The Employer shall not contract out bargaining unit work if it would result in the layoff of bargaining unit employees; provided, the Employer has the right to contract out work historically contracted out. If a condition arises that necessitates contracting of work normally performed by the bargaining unit, the Union shall be offered an opportunity to be involved in the planning process; provided, however, the Employer shall have the right to make the final decision regarding subcontracting.

Article 5 Negotiations and Time Table

- 5.1 Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of the applicable laws.
- 5.2 The parties agree that a target schedule for conferences and negotiations to be carried on by the parties, with respect to extension of this Agreement, is as follows:
- a. The parties understand and agree that the terms and conditions of this contract are for a period of three (3) years beginning March 15, 2020 through March 14, 2023.
 - b. Either party may submit a request for negotiations not sooner than September 1, 2022 but not later than January 15, 2023.

- 5.3 The parties may mutually agree to extend and/or accelerate the target schedule set forth hereinabove.
- 5.4 None of the provisions of this Article shall be subject to the grievance procedure.

Article 6
Savings Clause

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

Article 7
Subordinate to Statutes

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

Article 8
Non-Discrimination

- 8.1 Neither the Employer nor the Union shall discriminate against any Ben Franklin Transit employee on the basis of race, creed, color, sex, religion, age, marital status, or because of a physical disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically disabled person or others.

Article 9
Probationary Employees

- 9.1 All employees shall be subject to a six (6) month probationary period. This probation period shall be time worked within the classification hired, not on light duty status.
- 9.2 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.

- 9.3 Employees on probation may be terminated without cause, and without recourse under the grievance procedure.

Article 10
Union Membership Matters and Employee Orientation

10.1 **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.

10.2 **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.

10.3 **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.

10.4 **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 Section 9.3 above, 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 11
Hours of Work/Overtime

11.1 No Guarantee

This Article is intended to indicate the normal number of hours of work. It shall not be construed as a guarantee of minimum or maximum hours of work per day or per week, or of the number of days of work per week, or of working schedules, however, this section is subject to Article 12, Seniority and Shift Bidding.

11.2 Standard Workweek

The standard work week shall be from 12:01 a.m. Sunday to 12:00 a.m. (midnight) Saturday. The standard work week shall consist of forty (40) hours of work, on four (4) or five (5) days.

11.3 Overtime

Work in excess of forty (40) hours in any one (1) workweek as previously defined shall constitute overtime and shall be paid at one and one-half (1-1/2) times the base hourly rate. Holidays, as defined in Article 16, that fall on the employees scheduled workday shall be considered hours worked. Overtime will be offered in seniority order and required in reverse order. The employer will fill assignments at straight time rates when practicable before offering overtime.

11.4 Coverage

A pool of substitute Dispatchers will be maintained by the Employer to cover vacant shifts when regular Dispatchers are absent. The opportunity to perform substitute coverage work for Dispatcher shifts will be offered on a rotating basis.

11.5 Work Schedules

The Employer may adjust the regular working hours or days of a schedule for the convenience of the Employer and the public.

11.6 Report-in Pay

An employee who is called to report for work without prior notice shall receive a minimum of two (2) hours pay for that report. No employee shall be entitled to report-in pay or other pay if the lack of work is due to inclement weather, fire, flood, Act of God, strike, labor dispute, or work stoppage.

11.7 Pyramiding

There shall be no pyramiding of overtime.

11.8 Meal and Rest Periods

Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, the parties agree to vary and supersede the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to rest and meal periods.

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

1. One (1) unpaid meal period of sixty (60) minutes, or,
2. One (1) unpaid meal period of thirty (30) minutes with two paid fifteen (15) minute breaks during the scheduled shift.

The meal period shall be provided within three (3) to six (6) hours of reporting for duty.

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

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

An employee on a paid break is subject to being called to return to work as needed by the Employer.

Article 12 Seniority and Shift Bidding

12.1 Seniority

Seniority is defined as continuous full-time service within a classification. The start date within the classification shall determine seniority ranking. If two (2) or more employees start work on the same day within the classification, seniority will be determined in order of the first birthdate in the calendar year.

There shall be one (1) Seniority Roster for each classification of Dial-A-Ride Dispatchers and Schedulers, which shall be separated by full and part-time classifications. Part-time employees are subordinate to the full-time seniority ranking.

12.2 An employee's seniority shall be broken by voluntary resignation, layoffs for a period of more than one (1) year, discharge for just cause, medical disability (see provisions of Article 19.5), and retirement. During a layoff period, an employee will not accrue seniority; however, if recalled within one (1) year, he or she will not lose seniority accrued before a layoff. An employee in the bargaining unit who leaves to take a non-represented position in the Agency may elect to return to the bargaining unit within ninety (90) calendar days. It is also agreed if the employer determines within ninety (90) calendar days, the employee has not met the job standards, the employee will revert to their former position without loss of CSD or seniority.

12.3 A current bargaining unit seniority list shall be established and posted on the Union bulletin board. If there is a mistake in the seniority list then it will be corrected within thirty (30) days, or sooner by mutual agreement of the parties.

- 12.4 The Employer agrees to bid the scheduled shifts for each classification minimally twice a year in May and November. Schedules will be posted with specific start and finish times.
- a) Schedules will be posted at least three (3) weeks in advance of the scheduled change.
 - b) Schedules will be bid by seniority two (2) weeks prior to the scheduled change.

Article 13
Report Time and Late Reports

- 13.1 Dial-A-Ride Dispatchers and Schedulers are expected to be ready to work at their scheduled start times. If an employee is unable to report to work for their scheduled shift, he/she must notify management at least two (2) hours before the start time of the scheduled shift.

Employees who demonstrate repeated challenges with reporting to work and reporting on time will be subject to Article 20, Professional Conduct and Corrective Action.15

Article 14
Uniforms

- 14.1 The employer will determine the uniform garments including style and colors to be worn by bargaining unit employees. Upon hire, regular dispatchers shall be provided the following uniform articles:
- a) 5 bottoms (pant or skirt)
 - b) 6 tops, polo or dress shirt
 - c) 2 outer shells (e.g a pullover, sweater, windbreaker)
 - d) 1 winter coat

If the employee wishes to purchase any of the approved, allotted five uniform bottoms of their own, the employee will be reimbursed up to forty dollars (\$40) per item.

Replacement Uniforms

Every year thereafter, in June, Dispatchers will be able to replace damaged or worn uniform items by a vendor of the Employer's selection, for up to 8 items (tops, bottoms, and outer shells) of the employee's choosing. Winter coats, winter coat liners, and windbreakers will be replaced by the Employer. The Employer will provide safety-related uniform apparel (e.g., safety vests), as it determines to be appropriate and per regulatory requirements.

All employees are required to be in approved uniform dress during all working hours. All employees are required to wear safety apparel in accordance with the Employer's safety

policies and regulations. Uniforms shall not be worn in public locations such as bars, taverns, liquor stores, and marijuana dispensaries.

Shoes

Dispatchers shall be provided, through the Employer's Payroll Department, a \$55 shoe allowance in June of each year. Black shoes with closed toes and heels are required to be worn while on duty. To be eligible to receive this allowance, a Dispatcher must be in regular duty status. Dispatchers unavailable for duty due to an occupational or non-occupational illness, injury, will not be eligible until released and returned to regular duty.

Article 15 Health & Welfare Benefits

- 15.1 Regular full-time employees will be eligible for the benefits listed below.
- 15.2 The following Washington Teamsters Welfare Trust plans will remain in effect for the duration of this Agreement:
- a) Medical Plan B
 - b) Dental Plan B
 - c) Vision Plan EXT
 - d) Employee Life/AD&D and Dependent Life – Plan A (\$30,000/\$3,000)
 - e) Employee Time-Loss – Plan A (\$400 per week)
 - f) Nine-Month Disability Waiver of Contributions Extension (Employer contributions are waived for eligible months of coverage)

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

- 15.3 Employees while on the active payroll as defined in Section 15.1 will receive the following:
- a) Upon full execution of this Agreement and through 2020, the Employer will contribute \$1,336.66 per month, toward the employee's cost for the Aggregate Premium Rate. The Employer's contribution toward the Aggregate Premium Rate is hereinafter referred to as the "Health and Welfare Insurance Allowance".

- b) If the Aggregate Premium Rate increases for 2021, the Health and Welfare Insurance Allowance will correspondingly increase, up to a maximum of five (5%) percent (not to exceed \$1,403.49). (For example, if the Aggregate Premium Rate increases by 7%, the Health and Welfare Insurance Allowance would increase by 5%).
 - c) If the Aggregate Premium Rate increases for 2022, the Health and Welfare Insurance Allowance will correspondingly increase, up to a maximum of five (5%) percent (not to exceed \$1,473.66—if assuming a 5% rate increase for 2021).
 - d) 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 \$1,547.34—if assuming a 5% rate increase for 2021 and 2022).
 - 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.
- 15.4 Following initial qualification for benefits as outlined in 15.1 above, premiums shall continue to be paid for all regular full-time employees who were compensated for eighty (80) hours or more the previous month.
- Payments required providing benefits set forth in this Section shall be made on or before the tenth (10th) day after the last business day of the month. The Employer accepts and agrees to be bound by the Washington Teamsters Welfare Trust Agreement and Declaration as long as it is obligated to provide benefits offered by the Trust.
- Upon voluntary resignation, with reasonable notice, but not less than (2) weeks' notice, or death, all unused accrued premium allowance shall be paid to the employee or his/her estate.
- 15.5 The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.
- 15.6 Any disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Union and/or the employee.

Article 16
Holidays

16.1 The following legal paid holidays shall be recognized:

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

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

16.3 Any work performed on any of these holidays shall be paid for at the employee's regular rate of pay in addition to the holiday pay. Any work performed on the holidays listed in section 16.1 shall be paid for at one and one-half (1-1/2) times the regular rate of pay in addition to the holiday pay.

16.4 To be eligible for holiday pay, the employee must work the scheduled shift immediately preceding and the scheduled shift immediately following the said holiday, listed in section 16.1.

16.5 Employees working less than forty (40) hours per week will receive Vacation hours based on the daily average of the four (4) weeks prior to the week, in which the holidays are given, rounded to the nearest full hour. In no case will an employee receive more than eight (8) hours pay for a holiday not scheduled to work.

16.6 There shall be no pyramiding of overtime pay on holidays

**Article 17
Vacation**

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

Years of Service	Vacation		
	Vacation Day Equivalent	Vacation Accrual	Vacation Hours
0 - 3 years	20.00	0.07692	160
4 - 5 years	22.50	0.08654	180
6 - 10 years	25.00	0.09615	200
11 - 15 years	27.50	0.10577	220
16 - 20 years	30.00	0.11538	240
21 - 25 years	32.50	0.12500	260
26 - 30 years	35.00	0.13462	280

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

17.3 Vacation will accrue for each hour compensated for while on the active payroll. The maximum balance in an employee's vacation account shall not exceed 480 hours. Accrued vacation at any time in excess of 480 hours will be forfeited. Any time an employee is receiving pay, whether through active employment or under the vacation provisions, he/she shall be considered to be on the active payroll. Employees on unpaid leave of absence or Short-Term Disability will not be considered to be on the active payroll.

17.4 Vacation may be taken in thirty-minute increments.

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

Exceptions to the above are:

- a. Employees absent due to illness during their probationary period, may at the completion of their probation, sell vacation to cover absences due to illness during their probationary period.
- b. Employees on disability may sell vacation during their disability (in hourly increments) to bring their wages to near their normal salary.

17.6 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 the employee's estate.

17.7 **Vacation**

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

17.8 **Failure to Report for Duty**

An employee failing to report for duty without notifying and/or securing the approval of Operations Management shall be subject to corrective action up to and including discharge.

**Article 18
Sick Leave**

18.1 Employees shall accrue one 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)

18.2 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 (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.

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

18.4 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.

18.5 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).

18.6 "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.

18.7 **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 on the same day of his or her scheduled report time and provide the qualifying reason, per the following time requirements:

DISPATCHERS & SCHEDULERS	
Scheduled Report Time	Notice Time Period
All times	Two hours before the scheduled report time

If the circumstances for the unforeseeable absence prevent the employee from complying with the notice requirement, 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.

- 18.8 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.
- 18.9 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 19

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

19.1 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 16.5.

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.

19.2 Jury Duty

Any employee, who is called for jury duty or receives a work-related subpoena, shall receive from the Employer the difference between his or her regular pay and the compensation received for the actual time he or she is required to be absent from work because of such jury duty or subpoena. Any such absence shall not cause an adjustment to the CSD. Payment to be calculated as provided in Article 16.5.

19.3 Leave of Absence Without Pay

Upon written request of the employee, the Employer may grant a regular full-time employee a "Leave of Absence Without Pay," not to exceed one hundred eighty (180) calendar days. Approval of such leave shall be in writing. No benefits shall accrue while an employee is on leave of absence without pay except for health care coverage. Any employee, on approved leave of absence may continue the employee's medical and life insurance coverage, by paying the full cost to the Employer in advance for each month or portion thereof of which the employee is absent. The CSD will be adjusted in accordance with Article 12.2.

19.4 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 or spouse's grandparents, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, step parents, step children, grandchildren or a child of a person standing in loco parentis who is: (a) under eighteen (18) years of age; or, (b) eighteen (18) years of age or older and incapable of self-care because of a mental and/or physical disability. Leave is subject to prior approval of the employer. The Employee shall submit satisfactory evidence as determined by the employer prior to payment. Payment to be calculated as provided Section 16.5. 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.

19.5 Disability Leave

- a) Disability Leave shall be defined, as the period of time an employee is unable to perform their regular job duties due to a physical or mental condition as stipulated by a health care professional.
- b) At any time during a Disability Leave the Employer has the right to require an employee to report to the Employer's designated physician for the purpose of taking a physical exam. The employee shall not be paid for the hours involved in taking the exam if the employee is off work. If the Employer's designated

physician determines that the Employee is eligible to work the employee shall return to work or be subject to immediate discharge.

- c) The employee's CSD shall be maintained unadjusted during the disability leave for a maximum of 182 calendar days in the previous 1092 calendar days. The employee's seniority will be maintained unadjusted during the disability leave for 365 calendar days within the previous 1092 calendar days. The employee will be terminated on the 366th day.
- d) Employees who are disabled will receive benefits as outlined in Article 15.3.
- 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 19.5 c may be re-hired by Ben Franklin Transit, within 5 years of the date of termination and will receive seniority to the date of their termination (e.g. An employee with ten years seniority is terminated, for disability reasons, and returns to work within 5 years, from their termination date, will have ten years seniority on their first day of work). Returning employees must take the current opening and will not be able to bid shifts, using this seniority, until the next shakeup. Returning employees are subject to the same training requirements and probation period as a new employee.

19.6 **Federal Family Medical Leave Act**

The Family Medical Leave Act of 1993 allows employees to take up to 12 weeks of leave (paid or unpaid) within a 12-month period for certain medical and family emergencies. The twelve (12) week period starts the first day of absence for those certain medical and family emergencies as defined in the Act.

Family Medical Leave will run concurrent with Disability or General Leave as long as said leave meets the definition of Family Medical Leave as specified in the Act. Leave in excess of twelve (12) weeks of Family Medical Leave in a twelve (12) month period, for reasons other than their personal incapacitation, shall be subject to the approval of management under the terms of Article 19.3, Leave of Absence without pay.

If both spouses work for Ben Franklin Transit and request this leave they will be allowed twelve (12) work weeks combined of Family Leave between them during the 12-month period following birth, or acquiring a child, assuming the child is healthy. When Ben Franklin Transit employs both spouses, only one will be granted family leave, for this purpose, at a time.

19.7 **Washington Paid Family Medical Leave Program**

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

19.8 Modified Duty

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

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

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

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

Vacation taken while on Modified Duty status will be paid at the employee's regular rate of pay. Holidays shall be paid at the modified duty rate. Number of hours of pay will be determined under Article 16.5 for the period specified prior to the disability.

The employee's CSD will be maintained as per Article 12.2. Time spent in a modified duty status will be considered as disability leave as long as the employee is not able to perform their regular job duties. The employee's seniority shall not be adjusted during modified duty.

It is understood that the obligation to make pension contributions will continue during these temporary light duty assignments.

Article 20

Professional Conduct and Corrective Action

20.1 In accordance with the Preamble of this Agreement, the Employer requires that courtesy, respect, timeliness and accuracy be upheld as standards of conduct and professionalism. The Employer will identify employee conduct that fails to meet said expectations and take corrective action to address such behavior.

20.2 Formal correction, up to and including separation of employment, will be for just cause. Corrective action will normally be in the following progression:

- a) Verbal warning
- b) Written warning
- c) Suspension
- d) Separation

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

- 20.3 Corrective action will be issued within thirty (30) calendar days from the time the Employer is made aware of the matter unless otherwise mutually agreed by the parties.
- 20.4 Investigations will be conducted during which the Employer shall make available the specified charges to the employee.
- 20.5 A meeting will be held to issue corrective actions. The affected employee shall have the right to a Union steward and/or Union Representative to be present at the meeting.
- 20.6 Corrective actions shall be read and signed by the employee. Such signature is not an admittance of wrongdoing. Copies of corrective actions will be provided to the Employee and the Union.
- 20.7 Corrective action warnings will not be used as a basis for future corrective action steps after a period of twelve (12) months provided there have been no other corrective actions of a similar nature. Suspensions will not be used as a basis for future corrective action steps after a period of thirty (30) months.
- 20.8 The parties agree that there are separate Corrective Action procedures applicable to violations and/or misconduct under the Drug and Alcohol Abuse Policy.

Article 21 Grievance Procedures

- 21.1 The employer and Union have established the willingness to promote teamwork and collaboration while resolving problems and implementing new arrangements. The parties recognize the need for promptness and impartiality in the adjudication of employee and/or Employer grievances and therefore agree to engage in the Grievance Procedures to cooperatively address issues and resolve matters at the lowest level possible.
- 21.2 The Employer maintains an "open door" policy and the Union will initially encourage employees to access the existing organizational channels to resolve issues. Additionally, the employer and Union agree to jointly sponsor an annual meeting with represented employees for the purpose of identifying issues and concerns and to reinforce the collaborative process of involvement, participation and resolution.
- 21.3 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provisions of this Agreement. A grievance may be presented by either party. The parties agree to recognize the following definition as set forth in Elkouri and Elkouri, *How Arbitration Works*, in determining past practice:

“A past practice binding on the parties may be defined as one which is directly, repeatedly and consistently associated with a specific condition and must have been practiced with such regularity, consistency and constancy as to disclose a definite, distinct pattern mutually accepted in the past by the parties.”

21.4 **Grievance Steps**

Any grievance not appealed to a succeeding step within the ten working days as specified shall be deemed abandoned and not entitled to further consideration. Working days for this purpose are defined as Monday through Friday. The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitation, unless an extension of time is mutually agreed to in writing.

Step 1: The employee may take up the matter with his/her supervisor on an informal basis in order to settle the dispute promptly. An aggrieved employee may have the Union Steward assist at Step 1 if desired.

If the Employer is aggrieved, the Employer shall discuss the grievance with the Secretary/Treasurer of Local 839 within ten (10) working days of the occurrence giving rise to the grievance. The Secretary/Treasurer shall adjust the matter and/or respond to the Employer’s representative within ten (10) working days. The aggrieved Employer’s representative and the Secretary/Treasurer shall acknowledge this initial contact in writing.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) working days of the response in Step 1 above, the grievance shall be presented in written form to the Department Director or designee. All written grievances shall include the dates and relevant facts of the dispute, identify the specific provision allegedly violated, and state the remedy sought.

The Step 2 Director or designee shall arrange a Step 2 Grievance meeting between the aggrieved employee and Union Representative with ten (10) working days for resolution of the issue. The Step 2 decision shall be issued in writing to the Union Representative or Secretary/Treasurer within ten (10) working days of the Step 2 Grievance meeting.

Step 3: If the grievance is not satisfactorily resolved at Step 2, then within ten (10) working days of the response in Step 2 above, the grievance shall be presented in written form to the Director of Human Resources & Labor Relations or designee.

The Director of Human Resources & Labor Relations or designee shall arrange a Step 3 Grievance meeting between the aggrieved employee and Union Representative within ten (10) working days for resolution of the issue. The Step 3 decision shall be issued in writing to the Union

Representative or Secretary/Treasurer within ten (10) working days of the Step 3 Grievance meeting.

Step 4: If the grievance is not satisfactorily resolved at Step 3, then within ten (10) working days of the response in Step 3 above, the grievance shall be presented in written form to the General Manager or designee.

The General Manager or designee shall arrange a Step 4 Grievance meeting between the aggrieved employee and Union Representative within ten (10) working days for resolution of the issue. The Step 4 decision shall be issued in writing to the Union Representative or Secretary/Treasurer within ten (10) working days of the Step 4 Grievance meeting.

Mediation

At the request of the Union and/or the Employer, and by mutual agreement and following Step 4 of this Article, a request may be made to PERC to mediate the grievance. The mediation shall not prevent the advancement of the grievance to arbitration nor shall it be a reason for extension. If mediation fails to provide an acceptable resolution, the grievance shall be advanced. No portion or proposed settlement of the mediation may be introduced in arbitration as an argument for or against the issue before the arbitrator.

Arbitration

If the grievance has not been resolved at Step 4, the Union or the Employer may refer the dispute to final and binding arbitration. The Union or Employer may notify the other in writing of submission to arbitration within ten (10) working days after receipt of the Step 4 response.

Selection

After notice, the parties will select an arbitrator in the following manner: Either party may request that the Public Employment Relations Commission (PERC) furnish a list of seven (7) names from the register of PERC. The parties shall meet and flip a coin. The winning party shall strike one name from the list and communicate their choice to the other party. The losing party will strike one name from said list and so on. The remaining name shall be the arbitrator.

Time Limits

The arbitrator will meet and hear the matter at the earliest possible date after the selection of the arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon as provided for herein.

Scope and Limitations

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. The arbitrator shall not have the

authority to add to, subtract from, alter, ignore, change or modify the provisions of this Agreement.

The arbitrator shall consider and decide only the question(s) or issue(s) raised at Step 1 of the grievance procedure and said arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the issues raised in Step 1.

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. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with fully.

Awards and Expenses

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. The arbitrator shall not have authority to award punitive damages.

Each party hereto shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case, as well as one-half (½) the expenses of the arbitrator.

Article 22 No Strike - No Lockout

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

Article 23 Inclement Weather or Other Conditions

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

- 23.2 If the Employer determines that inclement weather condition, or other conditions such as volcanoes, nuclear danger, gas spill, epidemic or plague or any condition generally injurious to safety or health exist, then, and in that event, the employee reporting to work will be entitled to four (4) hours pay. In the event the Employer is able to notify the employee or employees by telephone prior to the commencement of the shift, then, and in that event, the employee shall not be entitled to any pay.
- 23.3 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 24 Layoff and Recall

- 24.1 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.
- 24.2 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.
- 24.3 Employees laid off, including for Voluntary layoffs, in accordance with Article 12.2 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 reemployment lists shall be recalled in reverse order of the layoff. Then any Regular Part-Time Employees may be re-employed. No employees shall be hired to perform bargaining unit work until said work has been offered to employees on the reemployment list. An offer of recall shall be in writing and sent by certified mail, return receipt requested, and also by regular mail to the last known address of the employee. A notice will also be given to the Union. Once an employee does not accept recall they forfeit all recall rights. An employee so notified must indicate his or her acceptance of said recall within fourteen (14) working days of receipt of notice and shall be back on the job within five (5) working days of acceptance, or at the discretion of Operations Management or forfeit all recall rights under this Article.
- 24.4 Voluntary Layoff. If the Employer determines that layoffs are necessary in accordance with Article 24.1 and the requirements of Article 24.2 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 12.2 can be waived.

- 24.5 Upon receipt and acceptance of employee's application for voluntary layoff, Operations Management 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 24.4, and then those layoffs that the company determined were still necessary, brought back according to Article 24.2.

Article 25
Alcohol and Drug Testing Policy

- 25.1 The parties agree that there is a separate policy that addresses drug and alcohol abuse, see Section 20.8. Any changes in the discipline section of the Drug and Alcohol Abuse Policy during the term of this agreement will be subject to negotiations.

Article 26
Entire Agreement

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

Article 27
Term of Agreement

- 27.1 This Agreement shall become effective as of date of signing and shall remain in full force and effect for thirty-six months from the date of signing. Written notice of intent to modify this Agreement as relates to the extension of the Agreement or changes to the Agreement must be served by the requesting party upon the other party by certified mail, return receipt requested, in accordance with the provisions of the Article pertaining to Time Table.
- 27.2 If the parties have not reached agreement pursuant to the provisions of this Article pertaining to Time Table, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator from PERC shall be advisory only and not binding on either party.
- 27.3 In the event that negotiations for a new agreement extend beyond the anniversary date of this Agreement, March 15, 2023, the terms of this Agreement shall remain in full force and effect until a new agreement is consummated.

Article 28
Miscellaneous

28.1 Union Business

a.) Stewards Duties

The Dial-A-Ride Dispatchers and Schedulers bargaining unit will appoint one (1) Union member to the office of Steward. Upon prior approval, the Employer will grant said Steward a reasonable amount of time without loss of pay for the following purposes:

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

b.) Bulletin Board

The Employer agrees to provide space for one bulletin board, purchased by the Employer, for the posting of Union communications, provided the such material is not detrimental to the labor-management relationship.

c.) Union Buttons

Employees shall be permitted to wear their official union button, provided the button is not more than one (1) inch in diameter.

28.2 **Commercial Driver's License/Medical Certification**

BFT will pay the full cost of the Commercial Driver's License (CDL) required for the position of Dispatcher once per contract period. This is payable upon receipt.

The Employer will pay for one Department of Transportation (DOT) physical per year. The employee has two choices: They can go to an employer contracted physician and be paid for their time or a physician of their own choosing, on their own time. If the employee chooses the employers' contracted physician, they must obtain a referral slip from Human Resources, make their own appointment with the provider and coordinate their schedule with Scheduling. Upon obtaining the Medical Examiner Certificate, a copy must be provided to Human Resources. If the employee chooses to go to a physician of their own, the employee will be reimbursed for the DOT physical up to the maximum amount the employer would pay if the employee went to the employer clinic. The reimbursement will be paid upon receipt.

28.3 **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 29

Pension

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

- 29.1 Effective upon ratification, and for the life of this agreement, the hourly wage reduction shall be one dollar and fifty cents (\$1.50) per compensable hour. Effective upon ratification, 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.
- 29.2 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.

IN WITNESS WHEREOF the parties have executed this Agreement this 19 day of June, 2020.

FOR THE EMPLOYER:

FOR THE UNION:



CHAIRMAN BOARD OF DIRECTORS

 7.8.2020

TEAMSTERS LOCAL UNION 839
SECRETARY/TREASURER



GENERAL MANAGER,
BEN FRANKLIN TRANSIT

TEAMSTER Appendix "A"
Wage Schedule

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

Dispatchers/Schedulers
Conversion effective upon ratification

	12 mos	12 mos	12 mos	12 mos	12 mos	12 mos	12 mos	12 mos
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Year 1-Conversion	26.35	27.14	27.95	28.79	29.65	30.54	31.45	32.39
2.25%	26.94	27.75	28.58	29.44	30.32	31.23	32.16	33.12
2.50%	27.62	28.44	29.29	30.17	31.08	32.01	32.96	33.95

Lead Pay

Employees assigned by the employer to perform lead duties will receive one dollar (\$1.00) per hour differential applied to their regular hourly rate for all hours worked in the lead assignment. Lead assignments are appointed at the discretion of management.

Internal Hires

Employees hired internally into a Dispatcher/Scheduler position will be placed in the step that affords an increase.

Transition pay

Each employee in the Dispatchers/Schedulers bargaining unit will receive a one-time payroll allowance of five hundred dollars (\$500.00).