

COLLECTIVE BARGAINING AGREEMENT

by and between

BEN FRANKLIN TRANSIT

and

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

Covering

**MECHANICS, EQUIPMENT BODY REPAIR, FUELERS,
WASHER/CLEANERS, EQUIPMENT SERVICE WORKERS,
FACILITIES MAINTENANCE WORKERS, FACILITIES
SUPPORT SPECIALISTS, AND MATERIALS COORDINATORS**

June 1, 2022, through May 31, 2025

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PREAMBLE

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

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:

The parties recognize that they have a mutual cooperative interest in the effective operation of BFT, and that the establishment and maintenance of labor-management cooperation will further their mutual interests.

ARTICLE 1 RECOGNITION

- 1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative of Mechanics, Equipment Body Repair Worker, Fueler, Washer/Cleaner, Equipment Service Worker, Facilities Maintenance Worker and Facilities Support Specialist, and Materials Coordinator.
- 1.2 The bargaining unit to which this Agreement is applicable consists of all employees performing bargaining unit work from the first covered hour: regular full-time and regular part-time) and temporary employees for the job classifications of Mechanics, Equipment Body Repair Worker, Vehicle Service Worker, Equipment Service Worker, Facilities Maintenance Worker, Facilities Support Specialist, and Materials Coordinator. Employees who are not within the bargaining unit and therefore are not covered by this collective bargaining agreement include management personnel, supervisors, clerical personnel, and all other employees of the Employer. All elected official and officers of the Employer are excluded from the bargaining unit, as certified by PERC Case No. 8035-E-89-1359.
- 1.3 The Union recognizes that the Employer's management personnel are not precluded nor restricted from performing any and all types of work performed by the bargaining unit members on a temporary or emergency basis.

ARTICLE 2 MANAGEMENT RIGHTS

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

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

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

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

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

The right to discipline any and all employees as provided in the Professional Conduct and Corrective Action article of this Agreement. The right to make any and all determinations as to the size and composition of the work force. The parties understand and agree that incidental duties reasonably connected with bargaining unit work, not necessarily enumerated in job descriptions, shall nevertheless be performed by employees when requested to do so by the Employer.

The Employer shall have the right to take whatever actions the Employer deems necessary to carry out Transit Authority services in an emergency. The Employer shall be the sole determiner as to the existence of emergency and any and all actions necessary to implement service during said emergency. An emergency shall be a sudden or unexpected happening or situation that calls for action without delay. The Employer will take into consideration the safety of the employees.

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

The Employer has the right to assign employees in accordance with the provisions of this Agreement. The right to close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganizes or combines the work of divisions, offices, branches, operations or facilities.

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

ARTICLE 3

UNION MEMBERSHIP MATTERS AND EMPLOYEE ORIENTATION

- 3.1 **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.
- 3.2 **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.
- 3.3 **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.
- 3.4 **Indemnification.** The Union agrees to indemnify, defend and hold the Employer harmless from any and all claims, grievances and/or suits instituted by person(s), non-member(s), and/or members of the Teamsters Union against the Employer on account of any and all dues payment issues in accordance with Section 3.3 above, except for errors or omissions by the Employer. The Teamsters Union further agrees to refund to the employee any amount paid to him or her in error on account of the check-off provision upon proper evidence thereof being submitted to the Teamsters Union.
- 3.5 **DRIVE.** Upon receipt of a signed and voluntary written authorization requesting it to do so, the Employer agrees to deduct from the employee's pay and forward to the Local Union or stated designee, the amount specified by the employees as D.R.I.V.E contributions until such authorization expires or is revoked by the Employee. It will be the Union's obligation to ensure that such authorization, deductions or payment does not violate any applicable law.

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

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involved in the planning process; provided, however, the Employer shall have the right to make the final decision regarding subcontracting.

ARTICLE 5

SUBORDINATE TO STATUTES/SAVINGS CLAUSE

- 5.1 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 Board shall enact no ordinance in conflict with the express provisions of this Agreement.
- 5.2 Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portions thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalid Article, Section or portion thereof.

ARTICLE 6

NON-DISCRIMINATION

- 6.1 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, military service or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others.

ARTICLE 7

PROBATIONARY EMPLOYEES

- 7.1 All employees employed in a regular status shall be subject to an eight hundred and sixty five (865) working hour probationary period. This probation period shall be time worked within the classification hired, not on light duty status.
- 7.2 Employees shall be notified in writing if the probationary period is satisfactorily completed. The Employer shall be the sole determiner of whether or not an employee has satisfactorily completed his/her probationary period.
- 7.3 Employees on probation may be terminated without cause, and without recourse under the grievance procedure.

**ARTICLE 8
HOURS OF WORK/OVERTIME**

- 8.1 The normal workweek shall be from 12:01 a.m. Sunday morning to 12:00 midnight Saturday.
- 8.2 Compensated hours 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.

The distribution of scheduled overtime shall be as follows:

- a. Scheduled overtime shall be offered by seniority on a rotating basis. The most senior employee shall be offered the opportunity to work a total of eight hours scheduled overtime before rotating to the bottom of the overtime eligibility list. A sign-up sheet for scheduled overtime will be posted each Monday.
 - b. BFT shall maintain the list for scheduled overtime eligibility.
 - c. Management shall determine the classification needed to perform the work;
 - d. If an employee is called to work scheduled overtime for any reason on another shift, that employee, when qualified shall be from the top of the scheduled overtime eligibility list. To be eligible for scheduled overtime, the employee needs an 8-hour rest period prior to and after their regular shift.
 - e. The assignment of overtime for job continuity shall be allowed. The overtime hours worked will be calculated into the overtime eligibility list;
 - f. If all employees refuse overtime, the least senior employees will be forced to work the overtime. Probationary employees with less than 400 hours will be exempt from mandatory overtime.
 - g. Failure to report for scheduled overtime is subject to unexcused absence discipline under Article 20.
- 8.3 The Employer may adjust the regular working hours of the employees for the convenience of the Employer and the public. If the Employer chooses to adjust regular working hours, then the Employer will provide a minimum of five (5) working days' notice of the change to affected employees except in the event of an emergency in which case as much notice as is practical will be provided.
 - 8.4 All regular employees who have completed their regular shift and are called back from home to work after their normal work shift shall be paid a minimum of four (4) hours at the applicable rate of pay.
 - 8.5 **Shift Starting Times**
Normal shift starting times shall begin within the following time frames:

Shift One	05:00 am	to 11:59 am	(Day Shift)
Shift Two	12:00 noon	to 06:59 pm	(Swing Shift)
Shift Three	07:00 pm	to 04:59 am	(Graveyard)

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- 8.6 Shift Differential:
Employees are paid shift differential for all hours worked based on their starting time.
- | | |
|-------------|-----------------------|
| Shift One | No shift differential |
| Shift Two | \$1.25 per hour |
| Shift Three | \$1.50 per hour |
- 8.7 Breaks: Employees working eight-hour shifts will receive a fifteen (15) minute paid rest break during the first four (4) hour work period and a fifteen (15) minutes paid rest break during the second four (4) hour work period. : Employees working ten-hour shifts will receive a twenty (20) minute paid rest break during the first five (5) hour work period and a twenty (20) minutes paid rest break during the second five (5) hour work period. There is also a ten (10) minute clean up time per shift permitted subject to work requirements.

ARTICLE 9 CONTINUITY OF SERVICE

- 9.1 Continuity of Service: The Continuity of Service Date (CSD) of an employee will be used to determine benefits that accrue from length of service, but shall have no effect on rights granted by Seniority. The CSD is the Hire Date plus a number of days added to the Hire Date for specified qualifying reasons. For example: if Hire Date is June 2, 1986 and an adjustment of 10 days is required because of qualifying reasons, the CSD becomes June 12, 1986.
- 9.2 Hire Date: Hire Date is the date the employee first becomes available for assignment of normal regular duties of the position.
- 9.3 Adjustments in CSD will be made on a day for day basis for the following reasons:
- a) Leave of absence without pay in excess of forty-five (45) calendar days; and/or
 - b) Medical disability beyond twenty-six (26) consecutive weeks; and/or
 - c) While on layoff status.
- 9.4 The CSD will be forfeited and a new one established in the event of rehire after any of the following absences:
- (a) Voluntary resignation;
 - (b) Discharge for cause;
 - (c) Retirement;
 - (d) Layoff for greater than one (1) year.
- 9.5 Anniversary Date: Anniversary date is computed by starting from the reference point of the CSD. Thus, the one (1) year anniversary is one (1) year from the CSD; the thirty (30) month anniversary date is thirty (30) months from the CSD, etc.

**ARTICLE 10
SENIORITY/LAYOFF/RECALL**

10.1 Seniority:

- a) The length of service of an employee in a classification (Classification Seniority) and service with the Company (Company Seniority) shall determine the seniority of the employee.
- b) Each employee will have Company Seniority equal to his/her length of continuous service with Ben Franklin Transit since his/her most recent date of hire.
- c) Each employee will have Classification Seniority based upon length of time he/she has actually worked within such classification and he/she retains such Classification Seniority according to the time worked in such classification even though he/she subsequently works in other classifications.
- d) An individual shall lose seniority rights for the following reasons:
 - (1) Voluntary resignation.
 - (2) Discharge for just cause
 - (3) Layoff for a period in excess of twelve (12) months.
 - (4) Declining recall from layoff subject to the terms of layoff provisions below.
 - (5) Transfer and/or promoted to another department or non-represented position.
- e) The Employer will prepare an up-to-date Classification Seniority and Company Seniority list and post the lists on the Employer and Union bulletin boards, as well as forward a copy to the Union. The lists will be updated periodically as required. Any questions regarding the listing of the posted dates must be brought to the attention of the Employer within thirty (30) days of posting or such list shall be deemed to be true and correct.

10.2 Layoff and Recall:

- a) The Employer shall be the sole determiner of when layoffs are necessary and which classifications are to be affected by the layoff.
- b) The Employer shall inform the Shop Steward and the employees who are affected by the layoff of the date of the layoff two (2) weeks or more in advance of such scheduled layoff except in the event of an emergency. In the event of an emergency as much notice as is possible will be given under the circumstances.
- c) When a layoff is necessary, the Employer shall first seek volunteers within the affected classification. If there are more volunteers than necessary classification seniority, within the volunteers, shall prevail in the layoff selection. Should there be an inadequate number of volunteers reverse order of classification seniority, according to the seniority list shall determine which employees are affected by the layoff.
- d) An employee, affected by a reduction in force, shall be granted bumping rights to any previously held classifications if their Company Seniority is greater than the seniority of another employee in such classification and if said employee has the qualifications

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necessary as determined by the Employer. An employee may choose layoff rather than exercise these rights.

- e) If an opening occurs, employees laid off or downgraded shall be recalled to previously held classifications based on their seniority, provided such employees can perform the work available and on recall pass a return to work physical examination.
- f) Employees shall retain recall rights for a period of twelve (12) months from the date of the reduction in work force.
- g) Notice of recall shall be sent to a laid off employee at his/her last known address by certified mail, return receipt requested. It shall be the responsibility of the employee to keep the Employer informed of his/her current address. Any employee who fails to report for work within ten (10) calendar days from the date notice of recall was received shall be considered resigned and shall have his/her name removed from the recall list.

ARTICLE 11

JOB OPENINGS AND SHIFT BIDDING

- 11.1 Job Openings: When a job opening occurs, the Employer will post the job internally on the employee bulletin board for a minimum of seven (7) calendar days, after which the Employer will advertise externally to the general public. A written job description, a statement of qualifications required and the corresponding wage and step for the open position(s) will be included in the posting. An application and a current resume must be submitted within seven (7) calendar days to be considered for the position.
- 11.2 Advancement: There need not be an open position in a higher job classification in order to be advanced. Advancement will be determined based on the employee's shown ability to perform the higher job classification duties, management discretion, and peer input.
- 11.3 The Maintenance Director or his/her designee(s) and shop steward(s) will meet at a minimum of four times per year (quarterly) to discuss training initiatives. If additional time is warranted, then it will be scheduled by mutual agreement of both parties.
- 11.4 Shift Bidding: The Employer agrees to shift bid the starting times for each classification as defined in Appendix A. Bids will occur in February and August of each year. The Employer has the right to establish:
 - a) The number of positions by classification per starting time, per shift, and
 - b) The starting times in accordance with Article 8. Bid will be within each classification. Seniority, for bidding, will be determined on the basis of the length of employment from the most recent date of hire in the department. The Employer has the right to establish the starting times in accordance with this Agreement. It is further understood that training schedules may require temporary shift re-assignments. If the Employer starts a new shift, then the Employer will provide notice in accordance with Article 8. Bidding the new starting times will follow the above provisions.

ARTICLE 12

WAGES

- 12.1 The wages to be paid to employees covered by this Agreement shall be set forth in the classification and wage schedule attached hereto and incorporated herein by this reference as Appendix "A".

ARTICLE 13

HEALTH AND WELFARE BENEFITS

- 13.1 Regular full-time employees will be eligible for the benefits listed below.
- 13.2 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".

- 13.3 Employees while on the active payroll as defined in Section 13.1 will receive the following:
- a) Upon full execution of this Agreement and through 20202, the Employer will contribute \$1,378.86 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 20243, the Health and Welfare Insurance Allowance will correspondingly increase, up to a maximum of five (5%) percent (not to exceed \$1,447.80). (For example, if the Aggregate Premium Rate increases by 7%, the Health and Welfare Insurance Allowance would increase by 5%).

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- c) If the Aggregate Premium Rate increases for 20224, the Health and Welfare Insurance Allowance will correspondingly increase, up to a maximum of five (5%) percent (not to exceed \$1,596.60—if assuming a 5% rate increase for 2023).
 - d) If the Aggregate Premium Rate increases for 2025, the Health and Welfare Insurance Allowance will correspondingly increase, up to a maximum of five (5%) percent (not to exceed \$1,676.43—if assuming a 5% rate increase for 2024).
 - 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.
- 13.4 Following initial qualification for benefits as outlined in 13.1 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.
- 13.5 Payments required by 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.
- 13.6 Upon voluntary resignation, with reasonable notice, but not less than (2) weeks' notice, or death, all unused allowance shall be paid to the employee or his estate.
- 13.7 The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.
- 13.8 Any disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Union and/or the employee.

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ARTICLE 14

HOLIDAYS

14.1 The following legal paid holidays shall be recognized:

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

14.2 Whenever a holiday as indicated in Section 14.1 falls within a vacation period, general leave will not be charged for such holiday.

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

14.4 To be eligible for holiday pay, the regular employee must be in a pay status on the employee's scheduled workday prior to or subsequent to the holidays listed in 14.1 above.

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

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

14.7 If the holiday falls on a non-scheduled workday, eight (8) hours will be credited to the employees General Leave bank. Whenever a holiday as indicated in Section 14.1 falls within a General Leave period, General Leave will not be charged for such holiday.

ARTICLE 15

VACATION

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

INTERVAL FROM CSD	VACATION DAY Equivalent	VACATION ACCRUAL	VACATION HOURS
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

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26 – 30 years	33.00	0.12692	264
31 + years	35.50	0.13654	284

- 15.2 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.
- 15.3 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.
- 15.4 Vacation may be taken in thirty-minute increments.
- 15.5 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:
- 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.
 - Employees on disability may sell vacation during their disability (in hourly increments) to bring their wages to near their normal salary.
- 15.6 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.
- 15.7 **Vacation**
The Maintenance Manager or supervisor must approve all vacation. For two (2) weeks following the beginning of a shift change, employees will be allowed to bid on specific vacation dates, in the following 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.
- 15.9 **Failure to Report for Duty:**
Failure to report for duty without notifying and/or securing the approval of the Maintenance Manager or Supervisor shall be subject to disciplinary action up to and including discharge.

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ARTICLE 16 SICK LEAVE

- 16.1 Employees shall accrue one hour of paid sick leave for every 26 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).
- 16.2 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.

- 16.3 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 disciplinary action up to and including discharge. Health care information about employees will be maintained in accordance with state and federal health care privacy laws.
- 16.4 If an employee's absence exceeds three (3) consecutive days of work, the Employer requires that the employee present sufficient verification to show a qualifying reason for using sick leave. Employees who fail to present such verification to Human Resources may be required to reimburse paid out sick leave. Employees are required to report their progress, at a minimum of once per week to Human Resources. Any employee dishonestly using sick leave benefits shall be subject to disciplinary action up to and including discharge.
- 16.5 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).
- 16.6 "Family Member" includes any of the following:
- a. A child (biological, adopted, foster, step, or when an employee stands in place

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- 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.

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

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

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

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

16.8 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 be intended to make the employee whole and shall not exceed the employee's regular straight-time hourly rate of pay based on the employee's current work schedule. For regular part-time employees, the payments will be calculated based on the number of hours normally worked per week, as permitted by law.

16.9 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.

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ARTICLE 17 OTHER LEAVE

17.1 Military Leave: Every employee who is a member of the National Guard or of the U.S. Army, Navy, Air Force, Coast Guard or Marine Corps, or of any organized reserve of the United States, will be granted military leave in accordance with the state and federal law. Employees who take military leave will have whatever rights to reinstatement, seniority, vacation, layoffs, and compensation as are provided by applicable laws. Under Washington State law, a public employee is entitled to paid military leave of absence for a period not to exceed twenty-one (21) working days during each year beginning October 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 14, Section 14.5.

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

17.2 Jury Duty: Any employee who is called for jury duty or receives a work-related subpoena, shall receive from the Employer the difference between his/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 14, Section 14.5.

17.3 Leave of Absence Without Pay: Upon written request of the employee, the Employer may grant a regular employee a "Leave of Absence Without Pay," not to exceed sixty (60) days. Special consideration will be given for employees requesting volunteer fire fighting/fire fighter duties. Approval of such leave shall be in writing. No benefits shall accrue while an employee is on leave of absence without pay except for health care coverage if said employee pays the appropriate premium for said health coverage. The Employer may grant an extension of an approved leave of absence without pay for medical and educational purposes. Any employee on approved leave of absence, may continue his/her medical and life insurance coverage, by paying the full cost to the Employer in advance for each month or portion thereof of which he is absent. The CSD will be adjusted in accordance with paragraph 9.3.

17.4 Bereavement. Upon employment, all employees are entitled to a maximum of five (5) paid days leave to attend the funeral of a spouse, registered domestic partner, employee's grandparents, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, step parents, step children, grandchildren or a child of a person standing in loco parentis who is: (a) under eighteen (18) years of age; or, (b) eighteen (18) years of age or older and incapable of self-care because of a mental and/or physical disability. Leave is subject to prior approval of the employer. The Employee shall submit satisfactory evidence as determined by the employer prior to payment. Payment to be calculated as provided in Article 14, Section 14.5. 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.

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

- a) Union business other than contract negotiations and grievance hearings: The Employer agrees to allow time off without pay for union officials or duly appointed representatives to attend to official Union business not to exceed ten (10) working days for a single purpose. A maximum of one bargaining unit employee shall be absent at any given time. Aggregate time off without pay for all individuals for such time off shall not exceed thirty (30) working days per year. The Union Business Agent, at least forty-eight (48) hours in advance of the time off, must in writing, sign notification of time off and notification of such time off must be made to the Maintenance Manager. Union Officials shall confine activities during on-site investigations to matters relating to the administration of this Agreement. Employees or Union Officials shall not use Employer work hours for the conduct of Union business or the promotion of Union affairs.
- b) Contract negotiations: The Employer agrees to pay the wages and benefits of up to two bargaining unit members who would normally be working. Such leave shall require at least twenty-four (24) hours' notice.

17.6 Disability Leave

- a) Disability Leave shall be defined as the period of time, in excess of three (3) calendar days, an employee is unable to perform their regular job duties due to a physical or mental condition as stipulated by a health care professional.
- b) At any time during a Disability Leave the Employer has the right to require an employee to report to the Employer's designated physician for the purpose of taking a physical exam. The employee shall not be paid for the hours involved in taking the exam if the employee is off work. If the Employer's designated physician determines that the Employee is eligible to work the employee shall return to work or be subject to immediate discharge.
- c) Life Threatening Conditions: The employee's CSD shall be maintained unadjusted during the disability leave for a maximum of 180 calendar days in the previous 1092 calendar days for life threatening conditions. The employee's seniority will be maintained unadjusted during the disability leave for 280 calendar days within the previous 1092 calendar days for life threatening conditions. The employee will be terminated on the 281st day (i.e., Family & Medical Leave plus 280 days). Life threatening conditions will be determined by sending the employee to a physician of their choice. Employer reserves the right to obtain a second opinion on the condition. If the Employer's physician disagrees with the opinion of the employee's physician, then the employer reserves the right to send the employee to a 3rd physician, whose opinion shall be binding. The cost of the first medical exam shall be borne by the employee. The cost of the second and third medical exams shall be borne by the

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employer. In the event a 3rd exam is needed, the physician for the 3rd exam will be a mutual referral by the employee's and employer's doctors.

- d) Non Life-Threatening Conditions: The employee's CSD shall be maintained unadjusted during the disability leave for a maximum of 180 calendar days in the previous 1092 calendar days for non life-threatening conditions. The employee's seniority will be maintained unadjusted during the disability leave for 189 calendar days within the previous 1092 calendar days for non life-threatening conditions. The employee will be terminated on the 190th day (i.e., Family & Medical Leave plus 189 days). Employer reserves the right to obtain a second opinion on the condition. If the Employer's physician disagrees with the opinion of the employee's physician, then the employer reserves the right to send the employee to a 3rd physician, whose opinion shall be binding. The cost of the first medical exam shall be borne by the employee. The cost of the second and third medical exams shall be borne by the employer. In the event a 3rd exam is needed, the physician for the 3rd exam will be a mutual referral by the employee's and employer's doctors.
- e) Employees who are disabled will receive benefits as outlined in Article 13, if otherwise qualified.
- f) The employee must file a request for Disability Leave with the Human Resources Department, of the Employer, along with the physician's statement within five (5) days of the beginning of the disability period.
- g) Employees terminated for medical disability may be re-hired by Ben Franklin Transit, within 5 years of the date of termination and will receive seniority to the date of their termination (e.g. an employee with ten years' seniority is terminated, for disability reasons, and returns to work within 5 years, from their termination date, will have ten years seniority on their first day of work). Returning employees must take the current opening and will not be able to bid shifts, using this seniority, until the next shakeup. Returning employees are subject to the same training requirements and probation period as a new employee.

17.7 Modified Duty

Modified duty is defined, as work that is made available to an employee on a temporary basis during a period of time the employee is physically or mentally not able to perform their regular duties.

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

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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 Fleet and Facilities Maintenance Employees' regular rate of pay. Holidays shall be paid at the modified duty rate. Number of hours of pay will be determined under Article 14.5 for the period specified prior to the disability.

The employee's CSD will be maintained as per Article 9.3. 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 Article 19.

17.8 Family Medical Leave:

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

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

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

17.9 Washington Paid Family Medical Leave Program

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

ARTICLE 18 RETIREMENT

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

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

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ARTICLE 19 PENSION

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

- 19.1 Effective January 1, 2019, the Employer shall divert the amount of one dollar and twenty cents (\$1.20) per compensable hour from the hourly wage of each member of the bargaining unit into the Western Conference of Teamsters Pension Trust. The bargaining unit has elected to divert these funds from their wages to the pension as part of the collective bargaining agreement effective June 1, 2019. It is mutually understood that all the Employer's contribution as provided here, shall be deductible from gross income under section 404 of the Internal Revenue Code.
- 19.2 Effective January 1, 2023, the Employer shall divert the amount of one dollar and forty-five cents (\$1.45) per compensable hour from the hourly wage of each member of the bargaining unit into the Western Conference of Teamsters Pension Trust. The bargaining unit has elected to divert these funds from their wages to the pension as part of the collective bargaining agreement effective June 1, 2022. It is mutually understood that all the Employer's contribution as provided here, shall be deductible from gross income under section 404 of the Internal Revenue Code.
- 19.3 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

ARTICLE 20 INCLEMENT WEATHER OR OTHER CONDITIONS

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

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- 20.3 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. With the exception of training, should such a condition exist for hold over or call in, the most senior qualified employees, by classification, by shift, shall be given first consideration in working.

ARTICLE 21

PROFESSIONAL CONDUCT AND CORRECTIVE ACTION

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 Investigations will be conducted during which the Employer shall make available the specified charges to the employee.
- 21.5 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.
- 21.6 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.
- 21.7 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.

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

ARTICLE 22 GRIEVANCE PROCEDURE

- 22.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee and/or Employer grievances and enter into the Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.
- 22.2 A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any specific provision of this Agreement.
- 22.3 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.
- 22.4 Grievances may be heard at any time where practical and feasible.
- 22.5 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 Union or his/her representative may extend the time limits by mutual agreement in writing.
- 22.6 No grievances shall be valid unless said grievance is submitted timely at Step 1. If a grievance is not presented within fifteen (15) calendar days from its occurrence or when the grievant reasonably should have known (not to exceed thirty (30) calendar days) said grievance shall be waived and forever lost. If a grievance is not appealed to the next Step within the specified time limit or an agreed extension thereof, it shall be considered waived and forever lost. If a grievance is not responded to within the specified time limits by the Employer or an extension thereof, it shall be considered settled and the remedy sought, granted.
- 22.7 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.
- 22.8 Grievances shall be processed in accordance with the following procedure:

Step 1: The aggrieved employee shall discuss the grievance with their Maintenance Supervisor within fifteen (15) calendar days of the occurrence or when the grievant reasonably should have known (not to exceed thirty (30) calendar days) giving rise to the grievance. If the employee desires the presence of a union representative, then

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

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

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

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

Step 4.

- a) **Final and Binding Arbitration:**
If the grievance has not been resolved at Step 3, the Union or the Employer may refer the dispute to final and binding arbitration.
- b) **Notice - Time Limitations:**
The Union or Employer shall notify the other in writing of submission to arbitration within fifteen (15) calendar days after receipt of the Step 3 response.
- c) **Arbitrator Selection:**
After notice, that parties will select an arbitrator in the following manner. Either party may request that the Public Employment Relations Commission

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(PERC) furnish a list of seven (7) names from the register of PERC. The parties shall meet and flip a coin. The winning party shall strike one name from the list and communicate their choice to the other party. The losing party will strike one name from said list and so on. The remaining name shall be the arbitrator.

d) Decision - Time Limit:

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

e) Limitations, Scope and Power of Arbitrator:

1. The arbitrator shall not have the authority to add to, nor subtract from, alter, change or modify the provisions of this Agreement.
2. The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the Employer or the Union.
3. The arbitrator shall consider and decide only the question or issue raised at Step 1 of the grievance procedure and said arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the issues raised in Step 1.
4. In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.

f) Arbitration Award - Damages – Expenses:

1. Arbitration awards shall not be made for occurrences prior to the occurrence, upon which the grievance is based, that date being fifteen (15) calendar days or less prior to the initial filing of the grievance.
2. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.
3. The arbitrator shall not have the authority to award punitive damages.
4. Each party hereto shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case, as well as one-half (½) the expenses of the arbitrator.

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

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ARTICLE 23 NO STRIKE - NO LOCKOUT

- 23.1 Neither the Union 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.
- 23.2 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.
- 23.3 The Employer will not hold the Teamsters Union responsible in suits, claims, demands and liabilities brought by the Employer for non - Teamsters sanctioned activities, which are taken by employees on their own accord.
- 23.4 The Employer agrees that there will be no lockouts during the term of this Agreement.
- 23.5 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 24 MISCELLANEOUS PROVISIONS

- 24.1 **Eye Protection:** The Employer will provide appropriate eye protection devices.
- 24.2 **Uniforms:** Uniforms are furnished and cleaned by the Employer for use on the Employer's property. Any other use thereof is prohibited. Proper uniform is required while on duty.
- 24.3 **Tool Allowance:** It is the employee's responsibility to provide all necessary hand tools, excluding specialty tools, to perform the work within their classification. An annual tool allowance will be paid to maintenance employees required to provide tools for employment.
- | | |
|--------------------------|-------|
| Equipment Service Worker | \$300 |
| Mechanic I | \$500 |
| Mechanic II | \$600 |
| Equipment Body Repair | \$600 |
- 24.4 **Repair of Tools:** All special and heavy-duty tools, power tools and tools larger than one-half inch (1/2) drive shall be furnished and maintained by the Employer. The Employer will service and repair all employee owned, pneumatic and electric tools. Employee-owned electric tools will be reimbursed up to a \$500 repair cost per contract. This does not include battery replacement. Battery replacement cost will be the responsibility of the employee.

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- 24.5 Tool Insurance: The Employer will provide to those maintenance department employees whose job classifications require tools for employment, up to Thirty Thousand Dollars (\$30,000) of tool insurance in case of tool loss due to fire or forcible entry. It is the employee's responsibility to file a complete tool inventory on the Employer's Tool Inventory Report Form, with the Maintenance Manager. In order to be eligible to file a claim under the provisions of this Section, the complete inventory report must have been filed prior to any incident giving rise to a claim. Failure to provide the Employer with a complete and up-to-date tool inventory list(s) will cancel insurance coverage and replacement of employee owned tools. If the employee does not provide a tool inventory (or picture/video inventory), they will not get their tool allowance.
- 24.6 Corrective Lenses: The Employer shall provide employees who are required by DOT to wear corrective lenses, a pair of prescription safety glasses not to exceed \$400 in total cost, reimbursable upon receipt. Any change in prescription or damage to glasses shall be covered by the employer. The employer shall not be liable for the loss of glasses. The employee shall be required to provide proof of a replacement order within one week or s/he will not be allowed to return to work until proof is shown.
- 24.7 Bulletin Board: The Employer agrees to provide space on a bulletin board for union subject matter documentation. The Employer is not restricted from using the same bulletin board for personnel and labor relations matters.
- 24.8 Boots: Safety boots are intended to protect the feet in certain work environments. Employer will provide \$200 through the Employer's Payroll Department during the first payroll period in June for safety work boots every year.
- 24.9 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. 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.
- 24.10 CDL: BFT will pay the full cost of the Commercial Driver's License (CDL) required for a Maintenance Department position once per contract period. This is payable upon receipt.
- 24.11 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.

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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 25 ENTIRE AGREEMENT

- 25.1 This Agreement and Appendix shall constitute the complete agreement by and between the parties and no other agreements and/or understandings, written or otherwise, prior to the signing of this Agreement shall be binding on the parties.

ARTICLE 26 AMENDMENT TO THE AGREEMENT

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

ARTICLE 27 NEGOTIATIONS, TIME TABLE AND TERMS OF AGREEMENT

- 27.1 Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of the applicable laws, as such party may determine. No consent from either party shall be required in order to name negotiator or negotiators.
- 27.2 The parties understand and agree that the terms and conditions of this Agreement are for a period beginning the date of full execution of this Agreement through May 31, 2025, provided, however, all contract language changes shall be effective from the date of signature by all parties forward except where specific dates indicate otherwise.
- 27.3 Either party may submit a request for negotiations not sooner than four (4) months prior to expiration, but not later than three (3) months prior to expiration of this contract.
- 27.4 The parties may mutually agree to extend and/or accelerate the target schedule set forth herein above.
- 27.5 None of the provisions of this Article 26 shall be subject to the grievance procedure.
- 27.6 If the parties have not reached agreement pursuant to the provisions of the Article pertaining to Time Table, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator from PERC shall be advisory only and not binding on either party.


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27.7 In the event that negotiations for a new agreement extend beyond the termination date of this Agreement, 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 by the duly authorized agents and representatives of the parties hereto.

BEN FRANKLIN TRANSIT


TEAMSTERS LOCAL UNION NO. 839



Will McKay
Chairperson of the Board

8/22/22

Date



Russell Shjerven
Secretary-Treasurer

8-25-22

Date



Rachelle Glazier
General Manager

8/22/22

Date

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APPENDIX "A" SALARY SCHEDULE

Lead Mechanic

Employees assigned by the Employer to perform lead duties are to be paid one dollar (\$1.00) per hour differential over their regular hourly rate. When no Materials Coordinator is working, the Lead Mechanic on duty may be assigned these duties on the shift and will receive an additional fifty (50) cent per hour for these duties.

Wages

Effective June 1, 2022, the salary schedule will be adjusted for a 3.50% increase for the Mechanic II, Equipment Body Repair, Facilities Support Specialist, and Materials Coordinator classifications

Effective June 1, 2022 the salary schedule will be adjusted for a 3.25% increase for Equipment Service Worker, Facilities Maintenance Workers, and Mechanic I classifications.

Effective June 1, 2022 the salary schedule will be adjusted for a 2.0% increase for the Vehicle Service Worker classification.

Effective June 1, 2023 the salary schedule will be adjusted for a 3.50% increase for the Mechanic II, Equipment Body Repair, Facilities Support Specialist, and Materials Coordinator classifications

Effective June 1, 2023 the salary schedule will be adjusted for a 3.25% increase for Equipment Service Worker, Facilities Maintenance Workers, and Mechanic I classifications.

Effective June 1, 2023 the salary schedule will be adjusted for a 2.0% increase for the Vehicle Service Worker classification.

Effective June 1, 2024 the salary schedule will be adjusted for a 3.50% increase for the Mechanic II, Equipment Body Repair, Facilities Support Specialist, and Materials Coordinator classifications

Effective June 1, 2024 the salary schedule will be adjusted for a 3.25% increase for Equipment Service Worker, Facilities Maintenance Workers, and Mechanic I classifications.

Effective June 1, 2024 the salary schedule will be adjusted for a 2.0% increase for the Vehicle Service Worker classification.

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Wage Step Progression

Employees will be eligible to move to the next step on the salary schedule on their salary anniversary date. The salary anniversary date is twelve months from the end of probation. If an employee's CSD date is adjusted as per Article 9, the salary anniversary date is likewise adjusted.

Effective June 1, 2022 through May 31, 2023 3.50%	Step 1	Step 2	Step 3	Step 4	Step 5
Mechanic II	\$ 33.61	\$ 34.60	\$ 35.64	\$ 36.83	\$ 37.85
Materials Coordinator	\$ 33.61	\$ 34.60	\$ 35.64	\$ 36.83	\$ 37.85
Equipment Body Repair	\$ 33.61	\$ 34.60	\$ 35.64	\$ 36.83	\$ 37.85
Facilities Support Specialist	\$ 33.61	\$ 34.60	\$ 35.64	\$ 36.83	\$ 37.85
Effective June 1, 2022 through May 31, 2023 3.25%					
Mechanic I	\$ 30.48	\$ 31.39	\$ 32.29	\$ 33.26	\$ 34.27
Equipment Service Worker	\$ 24.86	\$ 25.64	\$ 26.38	\$ 27.19	\$ 27.98
Facilities Maintenance Worker	\$ 24.86	\$ 25.64	\$ 26.38	\$ 27.19	\$ 27.98
Effective June 1, 2022 through May 31, 2023 2%					
Vehicle Service Worker	\$ 23.50	\$ 24.23	\$ 24.94	\$ 25.69	\$ 26.45

Wages:

Effective June 1, 2023 through May 31, 2024 3.50%	Step 1	Step 2	Step 3	Step 4	Step 5
Mechanic II	\$ 34.79	\$ 35.81	\$ 36.89	\$ 38.12	\$ 39.17
Materials Coordinator	\$ 34.79	\$ 35.81	\$ 36.89	\$ 38.12	\$ 39.17
Equipment Body Repair	\$ 34.79	\$ 35.81	\$ 36.89	\$ 38.12	\$ 39.17
Facilities Support Specialist	\$ 34.79	\$ 35.81	\$ 36.89	\$ 38.12	\$ 39.17
Effective June 1, 2022 through May 31, 2023 3.25%					
Mechanic I	\$ 31.47	\$ 32.41	\$ 33.34	\$ 34.34	\$ 35.38
Equipment Service Worker	\$ 25.67	\$ 26.47	\$ 27.24	\$ 28.07	\$ 28.89
Facilities Maintenance Worker	\$ 25.67	\$ 26.47	\$ 27.24	\$ 28.07	\$ 28.89
Effective June 1, 2022 through May 31, 2023 2%					
Vehicle Service Worker	\$ 23.97	\$ 24.71	\$ 25.44	\$ 26.20	\$ 26.98

Wages:

Effective June 1, 2024 through May 31, 2025 3.50%	Step 1	Step 2	Step 3	Step 4	Step 5
Mechanic II	\$ 36.01	\$ 37.06	\$ 38.18	\$ 39.45	\$ 40.54
Materials Coordinator	\$ 36.01	\$ 37.06	\$ 38.18	\$ 39.45	\$ 40.54
Equipment Body Repair	\$ 36.01	\$ 37.06	\$ 38.18	\$ 39.45	\$ 40.54
Facilities Support Specialist	\$ 36.01	\$ 37.06	\$ 38.18	\$ 39.45	\$ 40.54
Effective June 1, 2022 through May 31, 2023 3.25%					
Mechanic I	\$ 32.49	\$ 33.46	\$ 34.42	\$ 35.46	\$ 36.53
Equipment Service Worker	\$ 26.50	\$ 27.33	\$ 28.13	\$ 28.98	\$ 29.83
Facilities Maintenance Worker	\$ 26.50	\$ 27.33	\$ 28.13	\$ 28.98	\$ 29.83
Effective June 1, 2022 through May 31, 2023 2%					
Vehicle Service Worker	\$ 24.45	\$ 25.20	\$ 25.95	\$ 26.72	\$ 27.52

Ratification Document

Certification Premium

The Employer shall reimburse or otherwise pay the initial tests and renewal cost to obtain licenses or certifications, other than the CDL for new hires, which are required to maintain employment in the current classification or required to qualify for promotion to the next classification. The Employer may also elect to reimburse an employee where possession of the license or certificate is not a legal requirement, but its assessment of value shall be at the sole discretion of the Employer and is not subject to the grievance procedure. To receive reimbursement, the employee will submit proof of successful completion and an original invoice or receipt of fees.

ASE Certification

Non-probationary employees within the following classification who meet minimum program requirements may elect to acquire ASE Certifications and receive the following additional pay per hour of their shift wage for all hours worked on the job, in their classification, including overtime:

ASE Transit Bus Master Certification (Lead Mechanic, Mechanic II, Mechanic I):	\$1.25
or	
ASE Automobile Master Technician Status (Lead Mechanic, Mechanic II, Mechanic I)	\$1.00
ASE Collision Repair and Refinish Master Certification (Equipment Body Repair):	\$0.75
ASE Parts Specialist Certifications (P1, P2, and P4) (Materials Coordinator)	\$0.50
or	
ASE Auto Maintenance and Light Repair Certification (G1) (Mechanic I, ESW; VSW)	\$0.25

- Employer will provide all ASE study guides.
- Employees must comply with ASE testing requirements as outlined in the program.
- All registration, study and test times will be on the employee's own time.
- Employer shall reimburse registration fees, initial certifications, and recertifications testing fees with a passing score. To be eligible for reimbursement, employee must complete a Contractual Reimbursement Form and provide ASE Certification detailed score report (s) and a copy of their registration confirmation and testing receipt provided by ASE to the Manager of Maintenance and Labor Relations Manager, immediately following completion of the test (s).
- Employees are responsible to recertify or otherwise keep current all certifications for which they are receiving this pay and regularly provide his information to the Employer. Employees will lose this premium if certification (s) are not kept current.

Ratification Document

Training Premium

Employees who are assigned by the Employer to perform training duties are to be paid one dollar and fifty cents (1.50) per hour over their regular hourly rate.

Progression from Step 1 to Step 2 is subject to satisfactory completion of the probation period. Progression from Step 2 to Step 3 is subject to a twelve (12) month period. The same process applies from Step 3 to Step 4, etc.

Direct Deposit

All forms of wage payments and pay stubs shall be by electronic means (i.e., Direct Deposit).