

COLLECTIVE BARGAINING AGREEMENT

By and Between

BEN-FRANKLIN TRANSIT



And

TEAMSTER LOCAL 760

**General Teamsters, Food Processing Employees, Public Employees,
Warehousemen, and Helpers**



Representing

TRANSPORTATION SUPERVISORS

September 9, 2022 through December 31st, 2024

ORIGINAL

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PREAMBLE

This agreement is made and entered into between Ben-Franklin Transit, hereinafter referred to as the "Employer" or "Ben Franklin Transit", and Local 760 of the International Brotherhood of Teamsters hereinafter referred to as "Union".

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

- The promotion of harmonious relations between the Employer and the Union.
- The encouragement of cooperation among all employees of Ben Franklin Transit.
- The maintenance of the most satisfactory service to the traveling public.
- The fostering of public sentiment favorable to the operation of Ben Franklin Transit.
- The maintenance of fair wages, hours and working conditions for employees of Ben Franklin Transit who are covered by this agreement.
- The establishment and maintenance of an orderly bargaining procedure between the Employer and the Union.
- We affirm a partnership of honesty, compassion, and personal accountability. Daily, we dedicate ourselves to positive attitudes towards customers, co-workers, and the public.
- The securing of prompt and fair disposition of all grievances and disputes.

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

ARTICLE 1 – RECOGNITION

- 1.1 Ben Franklin Transit hereby recognizes the Union as the sole and exclusive representatives of all regular full-time and regular part-time Transportation Supervisors, excluding all other Dispatchers, Schedulers, Coach Operators, Coach Operator/Trainers, Mechanics, Confidential employees and elected or appointed officials of the Ben Franklin Transit as certified by PERC Case NO. 132847-E-20.
- 1.2 Ben Franklin Transit does not employ non-regular or temporary employees. If the Employer determines that it is necessary to employ a non-regular or temporary employee who performs the work of a Transportation Supervisor, the non-regular or temporary employee shall be covered under the terms of this agreement.
- 1.3 Ben Franklin Transit does not employ non-regular or temporary employees. If the Employer determines that it is necessary to employ a non-regular or temporary employee who performs the work of a Transportation Supervisor, the non-regular or temporary employee shall not exceed thirty (30) days performing the work of a Transportation Supervisor.
- 1.4 Regular full-time employee shall be defined as any employee working forty (40) hours per work week or more for three or more weeks in a calendar month.
- 1.5 The Union recognizes that non-covered Ben Franklin Transit management personnel may be required to perform bargaining unit work in an emergency and temporary basis when no bargaining unit members are available.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.1 The Teamsters 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 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:
1. The right to establish and enforce reasonable work rules and procedures.
 2. The right to develop, modify, adopt, and administer personnel rules, regulations, and policy's provided that any work rule, policy, or regulation change is provided to the employee with at least 14 calendar days' notice, except for emergencies, prior to implementation.
 3. The right to schedule any and all work.
 4. The right to hire, transfer, layoff and promote employee as deemed necessary by the Employer.
 5. The right to demote, suspend, discipline and discharge employees as provided in the disciplinary and probationary articles in this Agreement.
 6. The right to assign, direct and transfer employees in all aspects of their employment.
 7. The right to make any and all determinations as to the size and composition of the work force.
 8. The right to change or eliminate existing methods, equipment, facilities, or levels of service.
 9. The right to introduce new, improved, or automatic methods and/or equipment, including email and other technology-based methods to improve communication and efficiency, and to reduce costs.
 10. The right to close or liquidate an office, branch, facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, or facilities, consistent with the terms and conditions of this agreement.
 11. The right to evaluate employee's performance.
- 2.2 The parties understand and agree that incidental duties reasonably connected with bargaining unit work, not necessarily enumerated in the job descriptions, shall nevertheless be performed by employees when requested to do so by the Employer.
- 2.3 The Employer shall have the right to take whatever action the Employer deems necessary to carry out Ben Franklin Transit services in an emergency. An emergency shall be a

sudden or unexpected happening or situation that calls for action without delay and is outside of the normal control of the employer. The Employer will take into consideration the safety of the employees.

- 2.4 The Union does not waive any right as provided by RCW 41.56 for any mandatory subject of bargaining.

ARTICLE 3 – EMPLOYEE RIGHTS

- 3.1 Employees covered by this Agreement shall have the right to join and assist the Union and shall not be subjected to any disciplinary or adverse action based on their membership or union activities.
- 3.2 An employee or their authorized representative shall have the right, upon a written request to the Employer, to inspect their personnel file in the presence of the Employer. Ben Franklin Transit shall schedule on-duty work time for the employee to review their file within seven (7) calendar days of the submission of the request. In order for an authorized representative to inspect an employee's personnel file, the employee must provide a signed authorization statement granting the authorized representative authority to inspect said file.
1. Employees shall be allowed to initial and date each page when inspecting their personnel file.
 2. The Employer shall provide employees with one (1) full and complete copy of the items in their personnel file once per year without cost to the employee.
- 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 shall be provided the opportunity to sign or initial and date all items of discipline, counseling, correction, evaluations, or any other "job related matters" prior to them being placed into the employee's personnel file. If an employee refuses to sign or initial an item, it shall be noted and witnessed by a second person and then placed into the employee's personnel file.
1. Employees may attach a statement or rebuttal statement to all items in their personnel file that are considered to be negative by the employee. The attached statement or rebuttal statement shall become part of the record and maintained along with the original record as long as the record is maintained by the Employer.
- 3.4 Employees shall have the right, subject to the grievance time limitations, to challenge any material included in their personnel file through the grievance procedure.
- 3.5 Employees shall have the right to Union representation at any investigation, meeting or hearing that may subject the employee to any form of discipline. If Ben Franklin Transit schedules any interview, meeting, or hearing regarding the possibility of disciplinary action against an employee, the employee's supervisor or other management Ben Franklin Transit personnel shall notify the employee in advance of their right to have Teamster's representation present. The Employer shall provide a reasonable period of time (not less than four (4) calendar days) for the member to ensure that a Teamsters Business Agent or representative is available to assist the employee.

- 3.6 Employees shall not be required to surrender their constitutional rights in any investigation that is or could reasonably be investigated as a criminal matter. The Employer may require a compelled statement from an employee for an administrative or internal investigation only after providing a compelled statement warning. The warning shall state at a minimum:
1. The purpose of the questioning is for disciplinary purposes only, and
 2. The answers provided to the employer will not be used in a criminal proceeding, and
 3. Failure to answer the questions will result in the employee's termination.
- 3.7 An informal meeting between an employee and their supervisor and/or Ben Franklin Transit management may be held to discuss a personnel matter prior to any formal meetings 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. If the employee requests Union representation either prior to, or during the course of an informal meeting, the meeting shall cease, and the employee shall be provided a reasonable opportunity (not less than four (4) calendar days) to obtain Union representation.
- 3.8 Transit Passes: The Employer agrees to provide tax-free transit passes to Ben Franklin Transit employees, their spouses, their legal dependents and to retired Ben Franklin Transit 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.
1. If evidence indicates an unauthorized person is using employee, spouse or dependent passes, that pass shall be surrendered as requested by Ben Franklin Transit 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. Bargaining unit work shall be performed by bargaining unit members.

ARTICLE 5 – NEGOTIATIONS AND TIMETABLE

- 5.1 Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of the applicable laws.
1. The Employer shall allow a minimum of one (1) member to attend negotiation session while on paid time if the employees are scheduled for work during the negotiation session.

- 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:
1. The parties understand and agree that the terms and conditions of this contract beginning upon ratification by both parties and continuing through December 31st, 2024.
- 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 STATUES

- 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 policy or rule 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, national origin, disabled veteran, sexual orientation, gender expression/identity, political affiliation, military status, status as an honorably discharged veteran or Vietnam era veteran, genetic information, pregnancy, status as a victim of domestic violence, sexual assault, or stalking, marital status, or because of any sensory, mental, or physical disability with respect to position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically disable person or others. Bona fide occupational qualifications based on the above traits do not violate this Section.

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. Ben Franklin Transit shall be the sole determiner of whether or not an employee has satisfactorily completed their probationary period.
- 9.3 For Employees promoted or transferred to the position of Transportation Supervisor from another position within the Ben Franklin Transit, the employee will be returned to their

previous position if Ben Franklin Transit determines they have not satisfactorily completed their probationary period at any time during their six (6) month probationary period.

1. An employee may voluntarily transfer back to their previous position without any penalty within their six (6) month probationary period. After their six (6) month probationary period has been completed, employees may request a transfer back to a position they are qualified to fill, but the transfer shall be at the sole option of the Employer.

9.4 Any employee who is hired as a new employee to Ben Franklin Transit into a Transportation Supervisor position and covered under this agreement may be terminated without cause, and without recourse under the grievance procedure during their six (6) month probationary period.

ARTICLE 10 – UNION MEMBERSHIP AND DUES DEDUCTION

10.1 Within fourteen (14) calendar days of 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.

1. Orientation: The Employer shall allow a Union representative up to thirty (30) 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 their 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 Ben Franklin Transit on account of any and all dues payment issues in accordance with Section 10.3 above, except for errors or omissions by Ben Franklin Transit. The Union further agrees to refund to the employee any amount paid to them 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 Standard Workweek: The standard work week shall be from 12:00 a.m. Sunday to 11:59 PM. Saturday. The standard work week shall consist of forty (40) hours of work, on four (4) or five (5) days. Bargaining unit members shall not be scheduled for less than forty (40) hours in a standard workweek.
- 11.2 Overtime: Work in excess of forty (40) hours in any 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. Scheduled overtime will be offered in seniority order and required in reverse order. Scheduled overtime shall be considered any overtime reasonably known to the employer with seven (7) calendar days advance notice. Overtime required with less than seven (7) days may be offered on the basis of seniority first and then required in reverse order. Required overtime without notice (less than 24 hours) may be required in addition to an employees scheduled work shift.
- A. Transportation Supervisors shall have a minimum of eight (8) hours off between shifts and shall not be required to work with less than eight (8) hours of time off.
- B. The schedule shall not be modified to avoid the payment of overtime.
- 11.3 Work Schedules: The Employer agrees to work with the bargaining unit members to establish a work schedule for all bargaining unit members, provided the work schedule presented by the bargaining unit members meets the coverage needs of the Employer. The Employer has the final authority to determined or establish work schedules consistent with this agreement and in the best interest of the employer.
1. Works schedules shall consist of either five (5) consecutive eight (8) hour days, followed by two (2) consecutive days off or four (4) consecutive ten (10) hour days followed by at least two (2) consecutive days off.
2. A minimum of 30% of the shifts shall be 4/10's
- A. Workdays shall be continuous from the start time, until the shift is completed. Employees shall not be required to split their workday.
- B. Transportation Supervisors shall be available during the paid ½ hour lunch period and break periods to respond to any emergency.
3. The Employer shall not change or modify posted work schedules for the purpose of avoiding overtime.
4. Shift changes/rotations shall be scheduled on a quarterly basis, consistent with the Fixed Route drivers whenever possible, and shall be based on a seniority bid basis 30 days prior to the new rotation.
- 11.5 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.

- 11.6 Pyramiding: There shall be no pyramiding of overtime.
- 11.7 Meal and Rest Periods: Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, the parties agree to vary and supersede the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to rest and meal periods.
1. All employees covered by this Agreement shall have one thirty (30) minute paid lunch and two paid (2) fifteen (15) minute breaks.
 - A. The nature of the work requires that employees take their lunch and break times on an "as available" basis with no set time intervals. It is understood that employees are on-duty and available for calls and responses during their lunch and break periods. Any lunch or break period that is not taken by the employee is forfeited and shall not be compensated for.

ARTICLE 12 – SENIORITY

- 12.1 Seniority is defined as continuous full-time service within the classification for Transportation Supervisors. 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.
1. There shall be one (1) Seniority Roster for Transportation Supervisors.
 2. Seniority for the purpose of Vacation, other benefit accrual or calculation shall be defined and credited as the total length of service with Ben Franklin Transit, beginning with their first date of hire.
- 12.2 An employee's classification seniority shall be broken by voluntary resignation, layoffs for a period of more than one (1) year, discharge for just cause, medical disability for a period exceeding one (1) year and retirement.
1. During a layoff period, an employee will not accrue seniority; however, if recalled within one (1) year, they 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 six (6) months. It is also agreed if the Employer determines within the six (6) month probationary period, the employee has not met the job standards, the employee will revert to their former position without loss of seniority with Ben Franklin Transit.
- 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. A copy of the list shall be provided to the Union upon request.
- 12.4 In the event of layoffs, part-time employees will be laid off before regular full-time employees.

ARTICLE 13 – REPORTING TIME AND LATE REPORTS

- 13.1 Transportation Supervisors 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, for reasons other than sick leave as contained in Article 17 of this Agreement, they shall notify management at least two (2) hours before the start time of the scheduled shift when reasonably possible.
1. Ready for work shall be defined as in their assigned vehicle and available for calls or responses at a Ben Franklin facility or designated and marked bus stop.
 2. Employees who demonstrate repeated challenges with reporting to work and reporting on time will be subject to Article 22, Professional Conduct and Corrective Action.

ARTICLE 14 – UNIFORMS AND EQUIPMENT

- 14.1 Ben Franklin Transit will determine the uniform garments including style and colors to be worn by bargaining unit employees. Upon hire, employees shall be provided the following uniform articles:
1. 5 bottoms (pant or skirt)
 2. 5-tops, polo, or dress shirt
 3. 2 outer shells for new hires, and exchange one (1) annually (e.g., a pullover, sweater, windbreaker)
 4. 1 winter coat.
- 14.2 If the employee wishes to purchase any of the approved, allotted five uniform bottoms on their own, the employee will be reimbursed up to forty dollars (\$40) per item.
- 14.3 Replacement Uniforms: Every year thereafter, in June, Transportation Supervisors will be able to replace damaged or worn uniform items by a vendor of Ben Franklin Transit's selection, for up to eight (8) items (tops, bottoms, and outer shells) of the employee's choosing. Winter coats and winter coat liners will be replaced by the employer. Ben Franklin Transit will provide safety-related uniform apparel (e.g., safety vests), as determined to be appropriate and per regulatory requirements.
- 14.4 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 Ben Franklin Transit's safety policies and regulations. Uniforms shall not be worn in public locations such as bars, taverns, liquor stores, and marijuana dispensaries.
- 14.5 Shoes: Transportation Supervisors shall be provided, through Ben Franklin Transit's Payroll Department, a \$75 shoe/boot allowance in June of each year. Black shoes with closed toes and heels are required to be worn while on duty, except in inclement weather conditions. During inclement weather conditions, waterproof boots (black or brown in color) and other cold weather clothing items shall be permitted to be worn by the employees.
- 14.6 Employees shall be allowed to wear a "Union Button" or "pin" as part of the uniform.

- 14.7 Incidental expenses involved with embroidery, Ben Franklin Transit or other authorized patches or emblems shall be the responsibility of the employer.
- 14.8 Employees, who reside within the Ben Franklin Transit service area, will be assigned, and issued a vehicle for use while conducting business for the Employer. Employees shall be allowed to utilize the vehicle to drive to/from their residence to their assigned work location at the beginning and ending of their shifts. The vehicle shall be maintained in a safe and reasonable condition, with Ben Franklin Transit responsible for all maintenance costs.
1. Transportation Supervisors shall be considered on-duty and available when they are at a marked bus stop or BFT facility and off-duty when they park the vehicle at their residence.
 2. Incidental, de minimis use of the vehicle while on the way home may be permitted, provided that all other policies of Ben Franklin Transit are followed, including the Uniform policy prohibiting stopping or frequenting locations such as bars, taverns, liquor stores, and marijuana dispensaries.
 3. Only authorized passengers and employees shall be transported in Ben Franklin Transit vehicles.
 4. Ben Franklin Transit shall determine the replacement cycle of the vehicles. However, if an employee believes their vehicle needs to be replaced, they are to report it to management. If there is reasonable reason to dispute managements' denial, this is subject to the grievance procedure.
 5. Ben Franklin Transit may require Transportation Supervisors to leave their issued vehicles at Ben Franklin Transit facilities when the Transportation Supervisor will be absent from work for vacation or known sick leave that exceeds seven (7) calendar days. For periods that are less than the seven (7) calendar days, the Supervisor shall be allowed to keep the vehicle at their residence.
 - A. In the event that a Transportation Supervisor leaves their issued vehicle at a Ben Franklin Transit location, they shall be permitted to have another on-duty supervisor pick them up from their residence or transport them to their residence.
 6. Transportation Supervisors who live or move outside of the Ben Franklin Transit service area will park their assigned vehicle at designated Employer premises at the end of each shift.
 7. Transportation Supervisors who have an assigned vehicle at their residence shall be reasonable available during an emergency event to respond during emergencies directly to an incident or location from their residence.
 - A. Reasonably available shall not be considered as an on-call status and no additional compensation shall be provided. However, if contacted by Ben-Franklin Transit to respond, the Transportation Supervisor shall respond promptly if they are within a reasonable response time of their home, physically

fit and capable of responding. Refusal to respond without a valid reason may be cause for disciplinary action.

14.9 Cellular telephones: Transportation Supervisors shall be issued a cellular telephone for work related purposes while on-duty and at work. Employees are expected to be reasonably available for call in during emergency situations.

1. Ben Franklin Transit policies for business use of the cellular telephone shall be followed, provided they permit incidental de minimums personal use.

ARTICLE 15 – HEALTH & WELFARE

15.1 Regular 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:

1. Medical Plan B
2. Dental Plan A
3. Vision Plan EXT
4. Employee Life/AD&D and Dependent Life – Plan A (\$30,000/\$3,000)
5. Employee Time-Loss – Plan A (\$400 per week)
6. 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:

1. Upon full execution of this Agreement and through 2022, 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”.
2. 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 (For example, if the Aggregate Premium Rate increases by 7%, the Health and Welfare Insurance Allowance would increase by 5%).
- b. If the Aggregate Premium Rate increases for 2024, the Health and Welfare Insurance Allowance will correspondingly increase, up to a maximum of five (5%) percent. (For example, if the Aggregate Premium Rate increases by 7%, the Health and Welfare Insurance Allowance would increase by 5%).

15.4 Payments for benefits as 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.

- 15.5 Ben Franklin Transit shall not be liable for any decisions made by Washington Teamsters Welfare Trust, including determination of coverages, payments, acceptance, or rejections of claims. Any dispute or disagreement relating to decisions made by the WTWT regarding insurance claims or coverages are not subject to grievance procedure by the Union or the employee.
- 15.6 Ben Franklin Transit shall continue to participate in a Voluntary Employees Benefit Account (VEBA) and shall contribute \$60.00 per month to each member VEBA account.
- 15.7 Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not subject to the grievance procedures outlined in this agreement.
- 15.8 Short-Term Disability – Salary Replacement Benefit: Ben Franklin Transit shall maintain their current self-insured, employer administered benefit as part of the basic benefit package provided to employees. Members of the bargaining unit shall continue to be covered by Ben Franklin Transit for this plan via payroll deduction.
 - A. If Ben Franklin Transit determines it necessary or beneficial to Ben Franklin Transit to contract with a third party to provide a short-term disability program to replace the current self-insured program, the parties agree to meet and discuss the changes. The Union will then have the option to continue participation under the terms and conditions of the third-party administration or withdraw from participation.

ARTICLE 16 – VACATION LEAVE

16.1 Vacation hours for regular full-time Employees shall accrue at the rates indicated below, based on total years of service with Ben Franklin Transit.

Vacation totals based on 2,080 hours compensated			
YEARS OF SERVICE	OF DAY EQUIVALENT	VACATION ACCRUAL (Per compensated) hour	VACATION HOURS (Per year)
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

16.2 During the probationary period no employee shall be allowed vacation, nor shall leave be accrued. However, upon satisfactory completion of the probationary period they shall be accredited with the vacation hours earned based on the number of all hours paid since their date of hire.

- 16.3 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. When an employee's Vacation Leave Bank reaches 480 hours, any time in excess of the maximum 480-hour time limit shall be paid to the employee on the next available payroll. Any time an employee is receiving pay, whether through active employment or under the vacation provisions, they 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.
- 16.4 Vacation may be taken in thirty-minute increments.
- 16.5 Vacation scheduling procedure: Vacation request shall be approved within a reasonable period of time and returned to the Transportation Supervisor with a written confirmation or denial. In the case of a denial, the reason for the denial shall be included.
- A. The Employer shall establish a vacation bid system based on seniority. Vacation bids shall be submitted in August of each year, for the following calendar year, and posted by October 31st of each year. Bids may be submitted for two (2) blocks of two (2) consecutive work weeks by the most senior employee, followed by the next senior employee. Ben Franklin Transit shall permit a minimum of one (1) Transportation Supervisors to be on vacation at any one time.
1. Approved vacation bids, as part of the vacation bid system, shall not be changed or cancelled after they have been approved. However, an employee may cancel a previously scheduled vacation bid or other approved vacation leave by providing at least 21 calendar days' written notice prior to start of the scheduled time off, and with written approval by the Operations Director or designee.
 2. The intent of the two (2) block system of vacation bidding is to allow employees to use the first two weeks as blocks of 40 or 80 hours of vacation leave. Vacation leave exceeding the first two weeks (80 hours) of vacation leave may be used by an employee as either 40-hour blocks of time or less than full-week blocks, such as single days.
- B. Transportation Supervisors may continue to submit additional vacation requests to their supervisor throughout the calendar year. Non-bid Requests for time off that are placed into the daybook that result in two (2) Transportation Supervisors being off work, shall be approved on a first requested basis, except a blacked-out week (Fair Week).
- 16.7 Vacation may be sold on an hour-for-hour basis at any time in increments of at least eight hours. The Department Managers may authorize exceptions to this. Sale of vacation must coincide with payroll weeks and shall not constitute hours compensated for accrual of vacation or overtime. Sale of vacation must not lower the available balance below forty (40) hours.
- 16.6 An employee leaving employment shall be compensated for vacation earned to the date of separation. All unused accrued vacation shall be paid to the employee or the employee's estate.

ARTICLE 17 – SICK LEAVE

- 17.1 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).
- 17.2 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.
- 17.3 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.
- 17.4 Any employee dishonestly using sick leave benefits shall be subject to corrective action up to and including discharge.
- 17.5 Employees may use sick leave for the authorized reasons outlined by Washington State Law, including but not limited to Chapter 49.46 RCW and Chapter 296-128 WAC.
- 17.6 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.
- 17.7 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 18 – OTHER LEAVES – Military, Leave of Absence, Disability, FMLA.

- 18.1 **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.
 1. Such military leave of absence shall be in addition to any general leave the employee might otherwise be entitled to.
 2. 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.

- 18.2 Jury Duty: Any employee, who is called for jury duty or receives a work-related subpoena, shall receive from the Employer the difference between his or her regular pay and the compensation received for the actual time he or she is required to be absent from work because of such jury duty or subpoena.
- 18.3 Leave of Absence Without Pay: Upon written request of the employee, the employer may grant a regular full-time employee a "Leave of Absence Without Pay," not to exceed one hundred eighty (180) calendar days. Approval of such leave shall be in writing. No benefits shall accrue while an employee is on leave of absence without pay except for health care coverage. Any employee, on approved leave of absence may continue the employee's medical and life insurance coverage, by paying the full cost to the employer in advance for each month or portion thereof of which the employee is absent.
- 18.4 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, stepparents, stepchildren, grandchildren, or a child of a person standing in loco parentis. Leave is subject to prior approval of the employer. The employee shall submit satisfactory evidence as determined by Ben Franklin Transit prior to payment. Employees may be granted additional time off, provided the requested time off can be adequately covered in the judgment of Ben Franklin Transit.
- 18.5 Disability Leave: 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.
1. The employee's seniority will be maintained unadjusted during the disability leave for 365 calendar days within the previous 1092 calendar days. The employee may be terminated on the 366th day.
 2. Employees who are temporarily disabled will receive benefits as outlined in Article 15- Health and Welfare.
 3. The employee must file a request for Disability Leave with the Human Resources Department, of Ben Franklin Transit, along with the physician's statement within five (5) days of the beginning of the disability period.
 4. Employees terminated in accordance with Article 18.5.1 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 probationary period as a new employee.
- 18.6 Workers Compensation Leave: 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 their return to duty 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.

1. Employees have the right to select their doctor of record for all Labor and Industries claims and treatment as allowed by law.

18.7 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.

1. 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 18.3, Leave of Absence without pay.
2. 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.

18.8 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.

18.9 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.

1. 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.
2. 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.
3. 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.

4. 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.
 5. It is understood that the obligation to make pension contributions will continue during these temporary light duty assignments.
- 18.9 Union Business Leave: Ben Franklin Transit will allow steward(s) a reasonable amount of time without loss of pay for the purpose of performing the following duties for an employee or group of employees, upon prior approval of the steward(s) supervisor.
1. To present a grievance for adjustment 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.
 2. To participate in negotiations, Labor/Management Meetings or such other activities as deemed mutually beneficial to both parties and approved by the employer.

ARTICLE 19 – HOLIDAYS

- 19.1 The following legal paid holidays shall be recognized, and Ben Franklin Transit shall close for operations on the following days:
- | | |
|------------------|-------------------------------|
| New Year's Day | (January 1) |
| Memorial Day | (Fourth/Fifth Monday in May) |
| Independence Day | (July 4) |
| Labor Day | (First Monday in September) |
| Thanksgiving Day | (Fourth Thursday in November) |
| Christmas Day | (December 25) |
- 19.2 If the holiday falls on a non-scheduled workday, eight (8) hours will be credited to the Employees Vacation Bank. Whenever a holiday as indicated in section 19.1 falls within a Vacation period, Vacation will not be charged for such holiday.
- 19.3 Any work performed on the holidays listed in Article 19.1 shall be paid for at one and one-half (1-1/2) times the regular rate of pay in addition to the holiday pay. The eight (8) hours holiday pay shall be paid at the regular straight time rate.
- 19.4 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.
- 19.5 There shall be no pyramiding of overtime pay on holidays.

ARTICLE 20 – WASHINGTON STATE RETIREMENT PENSION PLANS

20.1 All eligible employees shall be covered by the Public Employees Retirement System (PERS), administered through the Washington State Department of Retirement Systems (DRS). There are three classes of membership in the Public Employees Retirement System consisting of:

1. Plan I for employees who were members at the time prior to October 1, 1977; or
2. Plan II, which is for employees who did not initially establish membership in PERS prior to October 1, 1977.
3. Plan III, an option for employees in Plan II.

20.2 DRS Deferred Compensation Plan: The Employer shall make available to all employees participating in the DRS PERS plans access to the DRS deferred compensation plan, including pretax payroll deductions as allowed by law.

ARTICLE 21 – INCLEMENT WEATHER OR OTHER CONDITIONS

21.1 Transportation Supervisors are responsible for determining when inclement weather or other emergency conditions exist and making immediate decisions affecting service on an individual or route-by-route basis.

21.2 Ben Franklin Transit management shall be responsible for determining when emergency conditions exist that impact the entire system and implementing system wide responses.

ARTICLE 22 – PROFESSIONAL CONDUCT AND CORRECTIVE ACTION

22.1 In accordance with the Preamble of this Agreement, Ben Franklin Transit 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.

22.2 Formal correction, up to and including separation of employment, will only be for just cause. Ben Franklin Transit recognizes that corrective action or discipline should be handled in a progressive manner to allow an employee to correct any deficiency (s) in their work performance and/or behavior. Corrective action will normally be in the following progression:

Verbal warning
Written warning
Suspension
Separation

1. 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 strictly followed.

2. It is agreed by both parties that minor issues, such as corrected reports or other paperwork issues, are non-disciplinary in nature and will be handled by counseling of the employee.
- 22.3 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.
- 22.4 Investigations will be conducted during which Ben Franklin Transit shall make available the specified charges to the employee.
- 22.5 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. Employees shall be notified in advance of the meeting and provided a reasonable opportunity to obtain Union Representation. This shall include a minimum of three (3) calendar days' notice.
- 22.6 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. If the Union Business Agent is not at the meeting in which the employee is provided a copy, Ben Franklin Transit will provide a copy to the Union within three (3) business days.
- 22.7 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.

ARTICLE 23 – GRIEVANCE PROCEDURE

- 23.1 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.
- 23.2 A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any specific provision of this Agreement.
- 23.3 Through the procedure as set forth in this Article, a grievance may be presented by an employee covered under this Agreement, Union, or Ben Franklin Transit. A grievance brought by an employee must be initiated at Step 1 of this procedure. A grievance brought forth by the Union or by Ben Franklin Transit shall be initiated at Step 2 of this procedure.
- 23.4 Grievances may be heard at any time where practical and feasible.
- 23.5 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. Ben Franklin Transit and the Union may extend the time limits by mutual agreement in writing.

23.6 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 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.

23.7 The written notice and/or written form of the grievance shall include:

1. A specific statement of the grievance and relevant facts.
2. The specific provision(s) of the Agreement allegedly violated; and
3. The remedy sought.

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

1. **Step 1:** The aggrieved employee shall discuss the grievance with their Manager or designee within fifteen (15) calendar days of the occurrence or when the grievant reasonably should have known giving rise to the grievance. If the employee desires the presence of a union representative, then such representative shall be present to represent the employee. The Manager or designee shall attempt to adjust the matter and/or respond to the employee within fifteen (15) calendar days. The aggrieved employee and the Supervisor shall acknowledge this initial contact in writing.

A. If Ben Franklin Transit or the Union is the aggrieved party, they shall initiate the grievance procedure at step 2.

2. **Step 2.** If the grievance has not been satisfactorily resolved, or if Ben Franklin Transit or the Union is initiating the grievance procedure, 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 Department Director or Labor Relations Manager, in the case of an aggrieved employee, or to the Union, in the case of a Ben Franklin Transit grievance. Thereafter, the Department Director or designee 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.

3. **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 General Manager, or to the Secretary-Treasurer of the Union, as the case may be. The parties shall arrange a meeting between the aggrieved employee, Union Representatives, and the General Manager within fifteen (15) calendar days for a resolution of the issue. The General Manager shall issue findings in writing within fifteen (15) calendar days of the meeting referenced herein above.

A. If an Employer grievance is involved, then the parties shall arrange a meeting between the Employer, Employer Representative, and the Local Union Secretary-Treasurer within fifteen (15) calendar days from the date of the occurrence or when the grievant reasonably should have known for

resolution of the issue. The Local Union shall issue a response in writing within fifteen (15) calendar days of the meeting referenced above.

4. **Step 4.** Final and Binding Arbitration: If the grievance has not been resolved at Step 3, the Union or the Employer may refer the dispute to final and binding arbitration.
- A. 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.
 - B. Arbitrator Selection: After notice, that parties will select an arbitrator in the following manner. Either party may request that the Public Employment Relations Commission (PERC) furnish a list of seven (7) names from the register of PERC. The parties or their representatives shall meet (either in person or telephonically) 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.
 - C. 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.
 - D. Limitations, Scope, and Power of Arbitrator: The arbitrator shall not have the authority to add to, nor subtract from, alter, change, or modify the provisions of this Agreement. 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 Ben Franklin Transit or the Union. The arbitrator shall consider and decide only the question or issue.
 - 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.
 - E. Arbitration Award - Damages – Expenses: The arbitrator shall not have the authority to award punitive damages.
 - 1. 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.
 - 2. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.

23.9 At the request of the Union and/or the Employer, and by mutual agreement and following Step 3 of this Article, a request may be made to PERC to mediate the grievance. The

mediation shall not prevent the advancement of the grievance to arbitration, nor shall it be a reason for extension. If mediation fails to provide an acceptable resolution, the grievance shall be advanced. No portion or proposed settlement of the mediation may be introduced in arbitration as an argument for or against the issue before the arbitrator.

ARTICLE 24 – NO STRIKE OR LOCKOUTS

- 24.1 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 during the term of this Agreement.
- 24.2 Employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period they are 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, except to determine if the employee did engage in prohibited acts as outlined in this Article.
- 24.3 Ben Franklin Transit 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.
- 24.4 The Employer agrees that there will be no lockouts during the term of this Agreement.
- 24.5 Nothing contained herein shall preclude Ben Franklin Transit from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 25 – LAY OFF AND RECALL

- 25.1 If the Employer determines a lay-off is necessary, the Employer shall lay-off in order of seniority. Seniority for lay off purposes shall be based on classification seniority.
1. The Employer will provide as much notice as possible to the employees after a decision is made to reduce the workforce by laying employees off. Ben Franklin Transit will provide at least twenty-one (21) calendar days' notice. If an employee is provided less than the twenty-one (21) calendar days' notice, the employee shall be compensated for any days less than the twenty-one (21) day notice at their regular rate of pay.
 2. The Employer agrees to notify the Union and provide as much notice as possible to the Union. Ben Franklin Transit agrees to meet and negotiate with the Union the impacts of the decision to lay off members of the bargaining unit, provided Ben Franklin Transit is not required to negotiate the actual decision to implement a reduction in force.
- 25.2 Employees laid off in accordance with Article 12 - Seniority herein shall be placed on a reemployment list maintained by Ben Franklin Transit 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.

- 25.3 Voluntary Layoff. If the Employer determines that layoffs are necessary in accordance with Article 12, and regular part-time employees have been laid off first, 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 can be waived.
- 25.4 Upon receipt and acceptance of Employee's application for voluntary layoff, the Operations Management will schedule a meeting with the Employee and Union Representative to discuss the voluntary layoff process.
- 25.5 Employees who request a voluntary layoff herein shall be placed on a re-employment list maintained by the Employer in order of Seniority immediately prior to the layoff and shall be eligible for recall for a period of one (1) year. During a voluntary layoff period, an Employee will accrue seniority. Employees on said re-employment list shall be recalled by the highest seniority first, starting with those who took voluntary layoffs, and then those layoffs that the company determined were still necessary, as involuntary layoffs. 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.
- 25.6 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 their acceptance of said recall within fourteen (14) working days of receipt of notice and shall be back on the job within five (5) working days of acceptance, or at the discretion of the Operations Director or forfeit all recall rights under this Article.

ARTICLE 26 – MISCELLANEOUS PROVISIONS

- 26.1 The Employer desire to use audio and video recording devices in its facilities and on its revenue and non-revenue fleet, and GPS systems on the supervisor vehicles (collectively referred to as "Equipment"). To maximize the ability to efficiently dispatch Transportation Supervisors, increase public and employee safety, manage risk, provide additional training opportunities, and maximize service to the public. While these are the primary purpose of the Equipment, Ben Franklin Transit also desires to use the Equipment to supplement its current investigation procedures regarding potential misconduct. Therefore, the parties agree to the following:
1. It is important for the Employer to know the status and location of its supervisor vehicles in order to provide for an appropriate response, effective use of resources and productivity. Therefore, information provided by the GPS systems may be used to continuously track, monitor and/or dispatch Ben Franklin Transit vehicles. The GPS systems may be utilized and reviewed at any time to identify and/or investigate alleged misconduct.

2. The parties agree that information recorded by any audio/video recording devices (only) shall not be randomly or routinely reviewed for performance reasons. This is referred to by the parties as “targeted surveillance” or “fishing”. Such targeted surveillance or fishing is not allowed or permitted when using audio/visual recording devices. Precipitating events, in which audio/visual recording devices may be used by Ben Franklin Transit for disciplinary purposes shall include;
 - a. A documented complaint from a citizen, customer, or other employee. Anonymous or unknown complainant “complaints” are not considered a documented complaint.
 - b. Any accident, injury or incident that requires a written report.
 - c. A claim filed against Ben Franklin Transit or any employee.
 - d. Investigation into alleged misconduct based on reasonable cause.
 - e. Requests by law enforcement or other state/federal agency.
 3. Information obtained during an unrelated, but permitted review as a precipitating event, shall be available for use by Ben Franklin Transit for serious disciplinary issues, which shall include violations that may result in the suspension, demotion, or termination of employment of the employee. Non-serious violations, which would potentially justify a written warning or reprimand shall be limited to non-disciplinary counseling for the first offense.
- 26.2 Special Assignments: Ben Franklin Transit may assign members of the bargaining unit to special assignments outside the normal assigned duties of the bargaining unit subject to the following considerations:
1. Employees accepting special assignments must have the qualification to perform such assignment at the time of selection. The qualifications required shall be specifically enumerated at the time the special assignment is posted. Qualifications may include a specific educational component, specific specialized training or other specific skill or ability that is quantifiable and not based upon a subjective opinion.
 2. Employees desiring additional training for specialized assignments can sign up for available training. If two or more Transportation Supervisors sign up for the training, seniority shall be used to determine who attends the training, if the number is limited.
 3. Special assignments for the purpose of training on other job duties shall be limited to two (2) weeks within any sixty (60) calendar days.
 4. Special assignments for specific projects shall be assigned on a seniority basis, with the most senior member having the first right to accept or decline the special assignment. If no member agrees to accept the assignment, the Employer may assign the temporary work to the least senior member of the bargaining unit.
 - A. Special assignments for specific projects are limited to a ninety (90) day period per assignment.

26.3 Transportation Supervisors are responsible for supervisory duties over other union and non-union employees at Ben Franklin Transit. The Union and the employees recognize the supervisor's responsibilities and requirements to report work related deficiencies, inappropriate actions and/or work violations for Ben Franklin Transit employees for which they have supervisory authority and duties, up to and including recommending and administering disciplinary action to employees under their supervision, including union and non-union employees.

ARTICLE 27 – WAGES

27.1 The wages paid to Employees covered by this Agreement shall be set forth in the classification and a wage schedule attached hereto and incorporated herein by this reference as Appendix A.

ARTICLE 28 – WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST


28.1 Western Conference of Teamsters Pension Trust: The employees may elect to divert by way of wage reduction the below listed amount to the Western Conference of Teamsters Pension Trust (WCTPT). 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.

ARTICLE 29 – TERMS OF AGREEMENT

- 29.1 This Agreement shall become effective as of September 9, 2022 and shall remain in full force and effect through December 31, 2024. 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 Timetable.
- 29.2 If the parties have not reached agreement pursuant to the provisions of this Article pertaining to the Timetable, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator from PERC shall be advisory only and not binding on either party.
- 29.3 If the parties are not able to reach agreement after a mediation, and the mediator finds the parties at impasse, either party may demand that the issues in disagreement be submitted for interest arbitration as outlined in RCW 41.56.492.
- 29.4 In the event that negotiations for a new agreement extend beyond the anniversary date of this Agreement, December 31, 2024 the terms of this Agreement shall remain in full force and effect until a new agreement is reached and signed by both parties.


IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of _____, 2022.

FOR THE EMPLOYER



Chairperson of the Board
Ben-Franklin Transit

FOR THE UNION



Leonard J. Crouch, Secretary Treasurer
Teamsters Local No. 760 10.28.22



General Manager
Ben Franklin Transit

ORIGINAL

**APPENDIX A
TRANSPORTATION SUPERVISOR WAGES**

1A. Wage Schedule

Effective upon full execution (2022)							
	Probationary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly	\$33.00	\$33.66	\$34.33	\$35.02	\$35.72	\$36.43	\$37.16
Monthly	\$5,720	\$5,834	\$5,951	\$6,070	\$6,191	\$6,315	\$6,441

Effective 01/01/2023 – 3% Wage Increase							
	Probationary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly	\$33.99	\$34.67	\$35.36	\$36.07	\$36.79	\$37.53	\$38.28
Monthly	\$5,891	\$6,009	\$6,129	\$6,252	\$6,377	\$6,504	\$6,634

Effective 01/01/2024 – 3.25% Wage Increase							
	Probationary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly	\$35.09	\$35.80	\$36.51	\$37.24	\$37.99	\$38.75	\$39.52
Monthly	\$6,083	\$6,204	\$6,328	\$6,455	\$6,584	\$6,716	\$6,850

Wages shall be paid on an hourly basis. The monthly wage scale is calculated based on a 2080-hour work year, divided by 12 and is for illustrative purposes only.

2A. Wage Scale Steps

The Probationary step shall be from the date of hire until the employee has completed six (6) months of service as a Transportation Supervisor. After the Probationary Step, each step shall be 12 calendar months.

3A. Wage Scale Placement

Employees shall be placed upon the wage scale based on their seniority date/hire date as a Transportation Supervisor. Ben Franklin Transit may place any new hire on the wage scale based on their evaluation of the new employee’s training and experience. If a new employee is placed onto the pay scale anywhere except the Probationary Step, the employee shall advance to the next step after 12 calendar months.

No employee shall receive a wage reduction based on this agreement. Any employee who exceeds the hourly wage rate specified above, shall remain at their existing hourly wage rate (Excluding any longevity increases outline below) until the wage scale surpasses their existing hourly rate of pay.

4A. Longevity

Ben-Franklin Transit shall pay the following longevity pay on a monthly basis.

Employees with 20 years of service as a Transportation Supervisor shall receive an additional 2% pay increase.

Employees with 25 years of service as a Transportation Supervisor shall receive an additional 2% pay increase.