

**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 AND FACILITIES  
SUPPORT SPECIALISTS**

**June 1, 2016 through May 31, 2019**

***ORIGINAL***

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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, Vehicle Service Worker, Equipment Service Worker, Facilities Maintenance Worker and Facilities Support Specialist.
- 1.2 The bargaining unit to which this Agreement is applicable consists of regular full-time and regular part-time (working less than twenty-one (21) hours per week) Mechanics, Equipment Body Repair Worker, Vehicle Service Worker, Equipment Service Worker, Facilities Maintenance Worker and Facilities Support Specialist. Employees who are not within the bargaining unit and therefore are not covered by this collective bargaining agreement include management personnel, supervisors, clerical personnel, parts person, temporary employees not to exceed thirty (30) days, 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 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 disciplinary 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 AND CONDITIONS OF EMPLOYMENT**

- 3.1 Individuals employed in classifications recognized as being within the bargaining unit will be allowed thirty (30) calendar days from the date of hire within which to become a member of the Union. When the Employer hires an individual over whom the Union has jurisdiction, the Employer agrees to notify the Union within fifteen (15) calendar days from the date of hire.
- 3.2 In the event that an employee does not wish to join the Union on the bases of a bona fide religious tenets or teachings of a church or religious body of which said employee is a member, the employee shall pay an amount of money equivalent to regular Union dues and an initiation fee to a non-religious charity or other charitable organization mutually agreed upon by the affected employee and the Union. The employee shall furnish written proof of such payment to the Union.
- 3.3 The Employer agrees to deduct from the compensation of any employee member of the Teamsters Union sufficient moneys for the purpose of paying the employee's monthly dues to the Teamsters Union, provided said employee makes such request, in writing, to the Employer. The Financial Secretary of the Teamsters Union shall certify the amount of dues to be deducted to the Employer. Moneys so deducted by the Employer shall be immediately transmitted to the Financial Secretary of the Teamsters Union.
- 3.4 Failure of any member of the bargaining unit to pay Union dues referenced in Section 9.3 of this Article, shall be considered just cause for dismissal and/or discipline. Those individuals, to whom the religious tenets clause of Section 9.2 applies shall be excluded from the mandate, provided they have fully complied with the stipulations required of them therein.
- 3.5 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 relating to the failure of any person(s), non-member(s), and/or member(s) to pay dues resulting in dismissal and/or discipline in accordance with Section 9.4 above. The Teamsters Union further agrees to refund to the Employer or the employee any amount paid to it in error on account of the check-off provision upon proper evidence thereof being submitted to the Teamsters Union.

**ARTICLE 4**  
**CONTRACTING OUT**

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

**ARTICLE 5**  
**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 employee subject to this Agreement on the basis of race, creed, color, sex, religion, age, marital status, 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 a nine hundred (900) working hour probationary period.
- 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.

**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)

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	75 cents per hour
Shift Three	one dollar per hour

8.7 Breaks: Employees will receive a fifteen (15) minutes 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. 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; (c) Retirement;  
(b) Discharge for cause; (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 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 TRAINING

- 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. A letter of interest 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 Training/Advancement Program: After the ratification and execution of the Collective Bargaining Agreement (CBA) in 2017, the parties will form a committee comprised of equal participants from the Union and Management in order to create and establish a valid training/advancement program. If needed, a third party can be used to help with the development of the program as long as the third party is agreed to by both the Management and the Union teams.

The parties will meet at a minimum of two (2) times a month until the program has been completely developed. If additional time is warranted, then it will be scheduled by mutual agreement of both parties.

During the time it takes to reach an agreement on the training/advancement program, if an opportunity to attend additional training is available, established rules and past practice apply.

11.4 Shift Bidding: The Employer agrees to shift bid the starting times for each classification. 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 BENEFITS**

13.1 Regular full-time employees will be eligible for the benefits listed below. Employees have the option of selecting insurance coverage annually. The types and coverage is at the option of the bargaining unit. Regular full time employees, who qualify under Article 13, will receive benefits through the Teamster Trust.

13.2 Employees while on the active payroll as defined in Article 13.1 will receive the following insurance allowance (allowance is defined as the contribution of money by the employer to be used towards paying the medical insurance premium):

- a) Upon ratification (March 12, 2017), employees will receive \$1260.00 and will remain at that amount through the end of calendar year 2017. Allowance per month for health and welfare insurance purposes, to include Plan A Life Insurance.
- b) If there is no increases to the premium rates in the contract years 2018-2019, there will be no increase by the employer for the defined medical contribution allowance.
- c) If the premium rates increase during the contract years 2018 or 2019, the employer will match the percentage of premium increase in the defined medical contribution allowance, with a cap on the increase match up to five percent (5%).
- d) 2018 – In the event of a premium increase in 2018, the employer match would increase up to a cap of \$1323.00 for the defined medical contribution allowance.
- e) 2019 – In the event of a premium increase in 2019, the employer match would increase up to a cap of \$1389.15 for the defined medical contribution allowance.
- f) Employees are responsible for all premiums in excess of the monthly allowance listed above. This additional cost shall be paid through payroll deduction.
- g) The parties agree that upon expiration of the contract, any future increases in employer defined medical contribution allowances will be subject to negotiations between the parties.

13.3 The following plan will remain in effect for the term of this contract.

- a. Washington Teamsters Welfare Trust - Medical Plan B
- b. Washington Teamsters Welfare Trust - Dental Plan B
- c. Washington Teamsters Welfare Trust - Vision Plan EXT
- d. Washington Teamsters Welfare Trust - Time Loss Plan A
- e. 9 Month Disability Waiver
- f. Plan A Life Insurance

13.4 Employees whose premium is less than the insurance allowance listed above will have the following options:

1. On December 1 of each year elect to receive the cash difference from the premium and the allowance or
2. On December 1 of each year elect to convert the cash difference from the premium to General Leave at their rate of pay on December 1, of that year or
3. A combination of 1 and 2 above.

13.5 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.

- 13.6 Payments required by providing benefits set forth in this Section shall be made on or before the tenth (10<sup>th</sup>) day after the last business day of the month. The employer accepts and agrees to be bound by the Washington Teamsters Welfare Trust Agreement and Declaration as long as it is obligated to provide benefits offered by the Trust.
- 13.7 Upon voluntary resignation, with reasonable notice, but not less than (2) weeks' notice, or death, all unused allowance shall be paid to the employee or his estate.
- 13.8 The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.
- 13.9 Any disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Union and/or the employee.

**ARTICLE 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  
GENERAL LEAVE**

- 15.1 General Leave hours for regular full-time employees shall accrue at the rates indicated below:

INTERVAL FROM CSD	HOURS GENERAL LEAVE ACCRUED PER HOUR PAID (excluding overtime)	YEARLY GENERAL LEAVE ASSUMING 2080 hours paid
0 - 3 years	.08077	168 hours
4 - 5 years	.09038	188 hrs
6 - 10 years	.10000	208 hrs
11 - 15 years	.10962	228 hrs
16 - 20 years	.11923	248 hrs
21 - 25 years	.12885	268 hrs
26 - 30 years	.13846	288 hrs
31 + years	.14808	308 hrs

- 15.2 During the probationary period no employee shall be allowed general leave, nor shall leave be accrued. However, upon satisfactory completion of the probationary period he/she shall be accredited with the general leave hours earned based on the number of all hours paid since the CSD.
- 15.3 General Leave will accrue for each hour compensated for while on the active payroll. The maximum balance in an employee's General Leave account shall not exceed 480 hours. Accrued General Leave 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 general leave 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 General Leave may be taken in thirty minute increments.
- 15.5 General Leave 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.

Exceptions to the above are:

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

- b. Employees on disability may sell General Leave 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 General Leave earned and accrued to the date of separation. All unused accrued General Leave shall be paid to the employee or the employee's estate.
- 15.7 **General Leave**  
 The Maintenance Manager or supervisor must approve all leave. For two (2) weeks following the beginning of a shift change, employees will be allowed to bid on specific leave dates, in the following 6 months, by CSD date. Following this initial two-week period leave will be scheduled on a first come first serve basis. Scheduled leave may not be cancelled in less than 7 days prior to the beginning of the leave, without management approval. Leave without pay cannot be taken if an employee has a leave balance.
- 15.8 **Illness:**  
 Time off due to illnesses must be reported to the shift supervisor two hours prior to shift start time. Illnesses lasting more than three days must be reported to the Human Resources department. The employee is expected to report their progress every two days to their shift supervisor.
- 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 may be cause for disciplinary action.

**ARTICLE 16  
 OTHER LEAVE**

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

Such military leave of absence shall be in addition to any general leave the employee might otherwise be entitled to, and shall not cause an adjustment to the CSD. Payment shall be calculated as provided in Article 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.

- 16.2 **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.

- 16.3 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.
- 16.4 Bereavement. Upon employment, all employees are entitled to a maximum of three (3) 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.
- 16.5 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.

## 16.6 Disability Leave

- a) Disability Leave shall be defined as the period of time, in excess of three (3) calendar days, an employee is unable to perform their regular job duties due to a physical or mental condition as stipulated by a health care professional.
- b) At any time during a Disability Leave the Employer has the right to require an employee to report to the Employer's designated physician for the purpose of taking a physical exam. The employee shall not be paid for the hours involved in taking the exam if the employee is off work. If the Employer's designated physician determines that the Employee is eligible to work the employee shall return to work or be subject to immediate discharge.
- c) Life Threatening Conditions: The employee's CSD shall be maintained unadjusted during the disability leave for a maximum of 180 calendar days in the previous 1092 calendar days for life threatening conditions. The employee's seniority will be maintained unadjusted during the disability leave for 280 calendar days within the previous 1092 calendar days for life threatening conditions. The employee will be terminated on the 281<sup>st</sup> day (i.e, Family & Medical Leave plus 280 days). Life threatening conditions will be determined by sending the employee to a physician of their choice. Employer reserves the right to obtain a second opinion on the condition. If the Employer's physician disagrees with the opinion of the employee's physician, then the employer reserves the right to send the employee to a 3<sup>rd</sup> physician, whose opinion shall be binding. The cost of the first medical exam shall be borne by the employee. The cost of the second and third medical exams shall be borne by the employer. In the event a 3<sup>rd</sup> exam is needed, the physician for the 3<sup>rd</sup> exam will be a mutual referral by the employee's and employer's doctors.
- d) Non-Life Threatening Conditions: The employee's CSD shall be maintained unadjusted during the disability leave for a maximum of 180 calendar days in the previous 1092 calendar days for non-life threatening conditions. The employee's seniority will be maintained unadjusted during the disability leave for 189 calendar days within the previous 1092 calendar days for non-life threatening conditions. The employee will be terminated on the 190<sup>th</sup> day (i.e, Family & Medical Leave plus 189 days). Employer reserves the right to obtain a second opinion on the condition. If the Employer's physician disagrees with the opinion of the employee's physician, then the employer reserves the right to send the employee to a 3<sup>rd</sup> physician, whose opinion shall be binding. The cost of the first medical exam shall be borne by the employee. The cost of the second and third medical exams shall be borne by the employer. In the event a 3<sup>rd</sup> exam is needed, the physician for the 3<sup>rd</sup> exam will be a mutual referral by the employee's and employer's doctors.
- e) Employees who are disabled will receive benefits as outlined in Article 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. If an employee uses no disability leave



during any consecutive two (2) year period, the employee will be entitled to eight (8) hours of General Leave, which will be credited to their account.

- 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.

## 16.7 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.

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 18.

## 16.8 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.

**ARTICLE 17  
RETIREMENT**

- 17.1 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.

**ARTICLE 18  
PENSION**

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

- 18.1 Effective January 1, 2013, the Employer shall divert the amount of \$1.00 per compensable hour from the hourly wage of each member of the bargaining unit into the Western Conference of Teamsters Pension Trust. Effective June 1, 2017, the Employer shall divert the amount of \$1.10 per compensable hour from the hourly wage of each member of the bargaining unit into the Western Conference of Teamsters Pension Trust. Effective June 1, 2018, the Employer shall divert the amount of \$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 elected to divert these funds from their wages to the pension as part of the collective bargaining agreement effective June 1, 2013, and will continue to divert by way of wage reduction as part of the collective bargaining agreement effective June 1, 2016. It is understood by both parties that these payments are exclusively from employee contributions and the employer is not making any financial contribution.
- 18.2 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

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

- 19.1 The Employer shall be the sole determiner of whether or not inclement weather conditions exist.
- 19.2 If the Employer determines that inclement weather conditions, or other conditions such as volcanoes, nuclear danger, gas spill, epidemic or plague or any condition generally injurious to safety or health exists, then, and in that event, the employee reporting to work will be entitled to 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.
- 19.3 The Employer may require all or some employees to report and/or remain at duty stations in order to be prepared for trouble calls or in order to perform miscellaneous work or training. 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 20**  
**DISCIPLINE**

- 20.1 The Employer may discipline an employee for just cause. "Just Cause," for the purposes of this Article may include, but is not limited to:
1. Insubordination/failure to follow a verbal or written directive
  2. Unauthorized use of equipment
  3. Falsification of reports
  4. Use of intoxicants/illegal drugs
  5. Recklessness
  6. Preventable accidents
  7. Violation of no strike clause
  8. Negligent driving
  9. Moving traffic violations
  10. Failure to report an accident
  11. Any violation of the Mechanics and Maintenance Rules and Policy Manual
  12. Carelessness
  13. Tardiness and/or excessive absenteeism
  14. Unexcused absences
  15. Poor workmanship
  16. Lack of ability to obtain/maintain CDL as required
- 20.2 Disciplinary actions, which may be taken against an employee, include the following:
- a) Oral or written reprimand
  - b) Suspension without pay
  - c) Discharge

- 20.3 Disciplinary action shall be administered in progressive fashion, in order of increasing severity from oral or written reprimand to suspension without pay or discharge, except when, in the judgment of the Employer, the cause for discipline is sufficiently serious to warrant written suspension or discharge, in which event discipline may be administered without regard to the order indicated above. All disciplinary action is subject to the grievance procedure.
- 20.4 The Employer may terminate an employee for just cause only. The Employer shall make available the specified charges to the employee and the Union Representative no later than two (2) working days prior to the effective date of the action. When the Employer determines circumstances are such that retention of the employee will likely result in disruption of Employer programs, damage to or loss of Employer's property or be injurious to the employee, fellow employee or the services provided by the Employer, the Employer may terminate the employee immediately.
- 20.5 Copies of all disciplinary action taken by the Employer shall be forwarded to the Union Representative with the exception of oral reprimand. Notations of oral reprimand shall be permitted in the employee's personnel file, provided that the employee is informed that said notation will be undertaken. All management personnel may initiate disciplinary action. Management personnel are inclusive of the General Manager, Maintenance Manager and Supervisors. All Management personnel referenced previously may undertake follow up of disciplinary action.
- 20.6 The Employer may suspend an employee for just cause only. An employee shall not be suspended in any case for more than thirty (30) working days for each infraction. In cases where the Employer deems suspension appropriate, the Employer shall make the specified charges and duration of the suspension available to the employee and the Union in writing. In the event that the suspension is for fifteen (15) working days or less, then and in that event, no prior notification by the Employer shall be required before the effective date of the suspension. In the case of a suspension being for more than fifteen (15) working days up to thirty (30) working days, then and in that event, the Employer shall provide two (2) weeks notification prior to the effective date of the suspension.
- 20.7 The time limitations relating to notification of disciplinary action are only for employee notifications purposes and shall not affect the validity of disciplinary action taken by the Employer. In other words, if the Employer is unable to provide notifications in strict adherence to the notification times expressed in subsections herein above, said inability shall not affect the validity or effectiveness of any type of disciplinary action against an employee.
- 20.8 References to disciplinary actions in an employee's personnel file shall be maintained in the personnel file as follows:
- a) If the disciplinary action is that of an oral or written reprimand, then the reference thereto shall remain in the personnel file for a period of twelve (12) months from the date of the last infraction. If there exists during the above-referenced twelve-month

period another disciplinary action as a result of a similar or substantially similar form of misconduct, then and in that event, both references to oral and/or written reprimand shall remain in the personnel file twelve (12) months from the date of the last infraction.

- b) If the disciplinary action is that of a suspension without pay, then and in that event, said disciplinary action shall remain in the personnel file for a period of forty-two (42) months from the date of infraction.

Disciplinary action consisting of a discharge shall remain in the employee's personnel file on a permanent basis.

- 20.9 No member of the Union shall be disciplined or discharged for lawful Union activities outside of working hours.
- 20.10 When an employee is called before management for disciplinary reasons, the employee shall have the right to have a union representative present. The employees shall have two (2) working days, or when all parties are available following notification to coordinate the presence of a Union representative. Thereafter, Management has the right to proceed with the meeting established for disciplinary purposes without the presence of a Union representative. The employee shall present himself/herself to the meeting as directed by Management.

## ARTICLE 21 GRIEVANCE PROCEDURE

- 21.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee and/or Employer grievances and enter into the Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.
- 21.2 A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any specific provision of this Agreement.
- 21.3 Through the procedure as set forth in this Article, a grievance may be presented by the Union or the Employer. A grievance brought by either party must be initiated at Step 1 of this Article.
- 21.4 Grievances may be heard at any time where practical and feasible.
- 21.5 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is mutually agreed to in writing. The Employer and the Union or his/her representative may extend the time limits by mutual agreement in writing.
- 21.6 No grievances shall be valid unless said grievance is submitted timely at Step 1. If a grievance is not presented within fifteen (15) calendar days from its occurrence or when the

grievant reasonably should have known (not to exceed thirty (30) calendar days) said grievance shall be waived and forever lost. If a grievance is not appealed to the next Step within the specified time limit or an agreed extension thereof, it shall be considered waived and forever lost. If a grievance is not responded to within the specified time limits by the Employer or an extension thereof, it shall be considered settled and the remedy sought, granted.

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

- a) A specific statement of the grievance in relevant facts;
- b) The specific provision(s) of the Agreement allegedly violated; and
- c) The specific remedy sought.

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

Step 1: The aggrieved employee shall discuss the grievance with their 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 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 (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.

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

## ARTICLE 22 NO STRIKE - NO LOCKOUT

- 22.1 Neither the Union 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.
- 22.2 Employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period he/she is engaged in such activity. The Employer may discharge or discipline any employee who violates this Article and the Union shall not have recourse to the grievance procedure on such employee's behalf.
- 22.3 The Employer 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.
- 22.4 The Employer agrees that there will be no lockouts during the term of this Agreement.
- 22.5 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

## ARTICLE 23 MISCELLANEOUS PROVISIONS

- 23.1 Eye Protection: The Employer will provide appropriate eye protection devices.
- 23.2 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.



23.3 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. Such payment will be made within two (2) weeks of the employee's CSD date.

Equipment Service Worker	\$200
Mechanic I	\$420
Mechanic II	\$500
Equipment Body Repair	\$500

23.4 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 and pneumatic tools.

23.5 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.

23.6 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.

23.7 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.

23.8 Boots. Safety boots are intended to protect the feet in certain work environments. Employer will provide \$100 through the Employer's Payroll Department during the first payroll period in June for safety work boots every year.

23.9 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.

- 23.10 CDL. BFT will pay \$95 for one CDL per employee upon license renewal and only once per contract. This is payable upon receipt.

#### **ARTICLE 24 ENTIRE AGREEMENT**

- 24.1 This document 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 25 AMENDMENT TO THE AGREEMENT**

- 25.1 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 26 NEGOTIATIONS, TIME TABLE AND TERMS OF AGREEMENT**

- 26.1 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.
- 26.2 The parties understand and agree that the terms and conditions of this contract are for a period beginning the date of ratification to May 31, 2019, provided, however, all contract language changes shall be effective from the date of signature by all parties forward except where specific dates indicate otherwise.
- 26.3 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.
- 26.4 The parties may mutually agree to extend and/or accelerate the target schedule set forth herein above.
- 26.5 None of the provisions of this Article 26 shall be subject to the grievance procedure.
- 26.6 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.

26.7 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 on the dates below.

FOR THE EMPLOYER:

FOR THE UNION:



MATT WATKINS  
CHAIRPERSON OF THE BOARD,  
BEN FRANKLIN TRANSIT

4/13/17

DATE



RUSSELL SHJERVEN  
SECRETARY-TREASURER,  
TEAMSTERS LOCAL 839

3-16-17

DATE



GLORIA BOYCE  
GENERAL MANAGER,  
BEN FRANKLIN TRANSIT

4/13/17

DATE

**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 parts person 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. This item became effective January 01, 2003.

**Wages**

Effective June 1, 2016, the salary schedule will be adjusted for all Mechanic II, Equipment Body Repair, and Facilities Support Specialist classifications for a one time catch up of 2%, and a scheduled increase of 3%.

Effective; June 1, 2016, the Washer/Cleaner and Fueler classifications will become Vehicle Service Workers and move to their current step at the new base rate.

Effective June 1, 2016, the salary schedule will be adjusted for Mechanic I, Equipment Service Worker, Facilities Maintenance Worker and Vehicle Service Worker classifications for a one time catch up of 4%, and a scheduled increase of 3%.

Effective June 1 of 2017, the salary schedule will be adjusted 2.5% for all Mechanic II, Equipment Body Repair, and Facilities Support Specialist classifications.

Effective June 1, 2017, the salary schedule will be adjusted 3% for Mechanic I, Equipment Service Worker, Facilities Maintenance Worker and Vehicle Service Worker classifications

Effective June 1, 2018, the salary schedule will be adjusted 2.5% for all classifications.

Thereafter, the contract will be re-negotiated. 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.

**Training Premium**

Employees who are assigned by the Employer to perform training duties are to be paid fifty cents (\$0.50) 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.

## Wages

<b>Effective June 1, 2016 One-Time Catch-Up Adjustment 2%</b>	Step 1	Step 2	Step 3	Step 4	Step 5
Mechanic II	\$ 27.66	\$ 28.48	\$ 29.34	\$ 30.31	\$ 31.15
Equipment Body Repair	\$ 27.66	\$ 28.48	\$ 29.34	\$ 30.31	\$ 31.15
Facilities Support Specialist	\$ 27.66	\$ 28.48	\$ 29.34	\$ 30.31	\$ 31.15
<b>Effective June 1, 2016 One-Time Catch-Up Adjustment 4%</b>					
Mechanic I	\$ 25.21	\$ 25.96	\$ 26.71	\$ 27.51	\$ 28.34
Equipment Service Worker	\$ 20.56	\$ 21.20	\$ 21.82	\$ 22.48	\$ 23.14
Facilities Maintenance Worker	\$ 20.56	\$ 21.20	\$ 21.82	\$ 22.48	\$ 23.14
Vehicle Service Worker	\$ 20.56	\$ 21.20	\$ 21.82	\$ 22.48	\$ 23.14

<b>Effective June 1, 2016 through May 31,2017 3%</b>	Step 1	Step 2	Step 3	Step 4	Step 5
Mechanic II	\$ 28.49	\$ 29.33	\$ 30.22	\$ 31.22	\$ 32.09
Equipment Body Repair	\$ 28.49	\$ 29.33	\$ 30.22	\$ 31.22	\$ 32.09
Facilities Support Specialist	\$ 28.49	\$ 29.33	\$ 30.22	\$ 31.22	\$ 32.09
Mechanic I	\$ 25.97	\$ 26.74	\$ 27.51	\$ 28.33	\$ 29.19
Equipment Service Worker	\$ 21.18	\$ 21.83	\$ 22.47	\$ 23.16	\$ 23.83
Facilities Maintenance Worker	\$ 21.18	\$ 21.83	\$ 22.47	\$ 23.16	\$ 23.83
Vehicle Service Worker	\$ 21.18	\$ 21.83	\$ 22.47	\$ 23.16	\$ 23.83

<b>Effective June 1, 2017 through May 31,2018 2.5%</b>	Step 1	Step 2	Step 3	Step 4	Step 5
Mechanic II	\$ 29.20	\$ 30.07	\$ 30.97	\$ 32.00	\$ 32.89
Equipment Body Repair	\$ 29.20	\$ 30.07	\$ 30.97	\$ 32.00	\$ 32.89
Facilities Support Specialist	\$ 29.20	\$ 30.07	\$ 30.97	\$ 32.00	\$ 32.89
<b>Effective June 1, 2017 through May 31,2018 3%</b>					
Mechanic I	\$ 26.74	\$ 27.54	\$ 28.33	\$ 29.18	\$ 30.07
Equipment Service Worker	\$ 21.81	\$ 22.49	\$ 23.15	\$ 23.85	\$ 24.55
Facilities Maintenance Worker	\$ 21.81	\$ 22.49	\$ 23.15	\$ 23.85	\$ 24.55
Vehicle Service Worker	\$ 21.81	\$ 22.49	\$ 23.15	\$ 23.85	\$ 24.55

<b>Effective June 1, 2018 through May 31,2019 2.5%</b>	Step 1	Step 2	Step 3	Step 4	Step 5
Mechanic II	\$ 29.93	\$ 30.82	\$ 31.74	\$ 32.80	\$ 33.71
Equipment Body Repair	\$ 29.93	\$ 30.82	\$ 31.74	\$ 32.80	\$ 33.71
Facilities Support Specialist	\$ 29.93	\$ 30.82	\$ 31.74	\$ 32.80	\$ 33.71
Mechanic I	\$ 27.41	\$ 28.23	\$ 29.04	\$ 29.91	\$ 30.82
Equipment Service Worker	\$ 22.36	\$ 23.05	\$ 23.73	\$ 24.45	\$ 25.16
Facilities Maintenance Worker	\$ 22.36	\$ 23.05	\$ 23.73	\$ 24.45	\$ 25.16
Vehicle Service Worker	\$ 22.36	\$ 23.05	\$ 23.73	\$ 24.45	\$ 25.16


APPENDIX "B"  
**SURVEILLANCE MEMO**  
DATED 3.7.13

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

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

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

  
\_\_\_\_\_  
For Ben Franklin Transit

  
\_\_\_\_\_  
For Local 839

4/13/17  
DATE

3-16-17  
DATE