

**XYZ Contract**

**COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**XYZ Transit Company**

**and**

**Teamsters Local 321**

**Covering**

**Maintenance Personnel**

**August 1, 2024 - July 31, 2027**

**Preamble**

**This Agreement is entered into by and between XYZ Transit Company, hereinafter referred to as "XYZ" or "Employer," and Teamsters Local 321, hereinafter referred to as "Union."**

**This Agreement is governed by the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act, and all related regulations. In consideration of the mutual agreements detailed herein, the parties agree as follows:**

**The parties acknowledge their shared stake in ensuring the effective functioning of XYZ and recognize that a collaborative relationship between labor and management is essential to achieving their common goals.**

**Article 1: Recognition**

**1. 1 XYZ formally recognizes the Union as the exclusive representative for collective bargaining for all employees within the classifications of Mechanics, Equipment Technicians, Service Technicians, and Facilities Staff.**

**2. 2 The bargaining unit subject to this Agreement comprises all regular full-time and regular part-time employees (those scheduled to work less than thirty-two (32) hours per week) within the classifications of Mechanics,**

**Equipment Technicians, Service Technicians, and Facilities Staff.**

**3. 3 Employees excluded from this bargaining unit and therefore not covered by this agreement include all managerial, supervisory, administrative, and clerical personnel, parts specialists, temporary employees (those employed for fewer than seventy (70) days), and all other employees of XYZ.**

**4. 4 All elected officials and officers of XYZ are excluded from the bargaining unit, as certified by PERC Case No. 6789-C-24-4680.**

**5. 5 The Union acknowledges that XYZ's management personnel are not prohibited or restricted from performing bargaining unit work, provided such work is necessary on a temporary or emergency basis.**

## **Article 2: Management Rights**

**6. 1 XYZ retains the right to manage and direct its operations in all respects, except where explicitly limited by the express terms of this Agreement and in compliance with applicable laws.**

**7. 2 All matters not specifically addressed or governed by the explicit language of this Agreement shall remain within XYZ's discretion to administer for the duration of the Agreement, and XYZ may implement policies and/or procedures as it deems appropriate.**

**8. 3 The rights of XYZ include, but are not limited to, the following: a. To establish, modify, and enforce reasonable work rules and operational procedures, provided that affected employees receive reasonable advance notification. b. To develop, implement, and administer personnel rules and policies governing matters not specifically detailed in this Agreement. XYZ also retains the right to reasonably alter or modify existing work rules and procedures, including those outlined in the Maintenance Department Manual, provided that reasonable notice of these changes is given to affected employees. Personnel rules and policies applicable to Union members will be communicated through written or electronic means.**

**c. To schedule and assign all work, including overtime, and to determine the methods, processes, and means by which such work is performed, in a manner that maximizes efficiency, ensures safety, and meets public service obligations. d. To hire, transfer, promote, demote, and lay off employees, provided that such actions are consistent**

with the provisions of this Agreement. e. To discipline employees for just cause, as specified in the disciplinary article of this Agreement. f. To determine the size, composition, and organization of the workforce, including the right to create, eliminate, or modify job classifications. g. Employees are expected to perform incidental duties that are reasonably related to their assigned work, even if not specifically listed in their job descriptions, when directed by XYZ. h. XYZ has the authority to take any actions it deems necessary to provide Transit Authority services during emergencies. XYZ shall be the sole judge of what constitutes an emergency and the necessary actions to be taken. An emergency is defined as a sudden or unforeseen event or situation requiring immediate action. XYZ will prioritize employee safety during such events. i. XYZ is entitled to introduce new or improved technologies, equipment, or methods to enhance operational efficiency and reduce costs. j. To assign employees as permitted by this Agreement. k. To close, relocate, reorganize, or consolidate any office, branch, operation, or facility. l. Nothing in this Agreement shall be interpreted as diminishing or limiting XYZ's authority and responsibility to serve the public interest.

### **Article 3: Union Membership and Conditions of Employment**

**9. 1** Individuals hired into bargaining unit classifications will have thirty-five (35) calendar days from their date of hire to either join the Union or decline

membership.

**10. 2** When XYZ hires an individual who falls within the Union's jurisdiction, XYZ will notify the Union within ten (10) calendar days of the employee's hire date.

**11. 3** If an employee elects not to join the Union based on bona fide religious beliefs or teachings of their church or religious body, they must pay an amount equal to regular Union dues and initiation fees to a non-religious charitable organization jointly approved by the employee and the Union. The employee must provide the Union with written verification of these payments on a monthly basis.

**12. 4** XYZ will deduct Union dues from the pay of any employee who provides a written authorization, in accordance with applicable law. The Financial Secretary of the Teamsters Union will provide XYZ with a schedule of applicable dues amounts. XYZ

will remit all deducted dues to the Financial Secretary of the Teamsters Union promptly.

**13. 5** Failure by a bargaining unit member to authorize Union dues deductions as described in Section 9.3 of this Article may be considered just cause for dismissal or other disciplinary action, subject to applicable legal limitations. Individuals who qualify for the religious exemption under Section 9.2 are exempt from this requirement, provided they have complied with all applicable stipulations.

**14. 6** The Union agrees to indemnify, defend, and hold XYZ harmless from any claims, grievances, or legal actions initiated by any person(s), non-member(s), or member(s) of the Teamsters Union against XYZ concerning the deduction of Union dues or any issues related to an individual's failure to authorize such deductions, which results in dismissal or other discipline under Section 9.4. The Teamsters Union also agrees to refund to XYZ any amount erroneously deducted as Union dues, upon submission of proper documentation of the error.

#### **Article 4: Contracting Out**

**15. 1** XYZ will not contract out work normally performed by bargaining unit employees if such contracting would directly result in the layoff of current bargaining unit employees, or the reduction of their regular hours.

However, XYZ retains the right to contract out work that: a) has been historically contracted out, or b) requires specialized expertise or equipment not available within the bargaining unit.

**16. 2** Should circumstances necessitate the contracting out of work typically performed by the bargaining unit, XYZ will notify the Union and provide an opportunity for input into the decision-making process. Nonetheless, XYZ retains the final authority to make all decisions regarding subcontracting.

#### **Article 5: Subordinate to Statutes/Savings Clause**

**17. 1 This Agreement is subordinate to all applicable federal and state laws and regulations. The XYZ Board shall not enact any ordinance that conflicts with the express terms of this Agreement.**

**18. 2 If any Article, Section, or provision of this Agreement is declared unlawful or unenforceable by a court of competent jurisdiction, that court's decision will apply only to the specific Article, Section, or provision identified in the decision. Upon issuance of such a decision, the parties agree to promptly negotiate a replacement for the invalidated portion. If no agreement is reached, the remaining provisions of the Agreement shall remain in full force and effect.**

#### **Article 6: Non-Discrimination**

**19. 1 XYZ and the Union agree that neither party will discriminate against any employee covered by this Agreement based on race, creed, color, sex, gender identity or expression, sexual orientation, religion, age, marital status, national origin, or physical or mental disability, provided the employee can perform the essential functions of the job with reasonable accommodations.**

#### **Article 7: Probationary Employees**

**20. 1 All newly hired employees will serve a probationary period of nine hundred and fifty (950) working hours.**

**21. 2 Employees will receive written notification within five (5) business days of successfully completing their probationary period.**

**22. 3 XYZ retains the sole right to determine whether an employee has satisfactorily completed the probationary period.**

**23. 4 Employees may be terminated during the probationary period without recourse to the grievance procedure, except for claims of discrimination as prohibited by law.**

#### **Article 8: Hours of Work/Overtime**

**24. 1 The standard workweek is defined as the period from 12:01 a.m. Sunday to 12:00 midnight the following Saturday.**

**25. 2 Any hours worked beyond forty (40) in a workweek, as defined above, constitute overtime and will be compensated at one and one-half (1-1/2) times the employee's regular hourly rate. Overtime will be offered and assigned according to the following procedures: a. Overtime will be offered by seniority on a rotating basis. The most senior employee on the overtime list will be offered the opportunity to work the available overtime. Once an employee has worked overtime, they will move to the bottom of the overtime eligibility list. An overtime sign-up sheet will be posted by 12:00 PM every Thursday for the following week. b. XYZ will maintain the overtime eligibility list, which will be updated weekly. c. Management will designate the job classification and skill set needed to perform the overtime work. d. If an employee is called in to work scheduled overtime on a different shift than their regular one, that employee, if qualified, will be placed at the top of the overtime eligibility list for that week. Employees must have a minimum of a ten-hour (10) rest period both before and after their regular shift to be eligible for scheduled overtime, unless waived by the employee. e. Overtime may be assigned to ensure the continuity of a specific task or project. These overtime hours will be included in the calculation of the overtime eligibility list. f. If all employees decline available overtime, the least senior qualified**

**employees will be required to work it. Employees in their probationary period are exempt from mandatory overtime. g. Failure to report for scheduled overtime without providing proper notification and a valid reason, as determined by XYZ, may result in disciplinary action for an unexcused absence, as detailed in Article 20.**

**26. 3 XYZ retains the right to adjust employees' regular work schedules to meet operational requirements and public service demands. XYZ will provide affected employees with at least fourteen (14) calendar days' notice before such changes take effect, except in emergency situations, where notice will be provided as soon as reasonably possible.**

**27. 4 Employees who have completed their regular shift and are called back to work will receive a minimum of four (4) hours of pay at the applicable rate.**

**28. 5 Shift Starting Times**

**Normal shift starting times are as follows:**

**| 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 will be paid a shift differential for all hours worked, based on the starting time of their shift:**

**| Shift One | No shift differential |**

**| :----- | :----- |**

**| Shift Two | 90 cents per hour |**

**| Shift Three | \ \$1.20 per hour |**

**29. 7 Breaks: Employees are entitled to a fifteen (15) minute paid rest break during both the first and second four-hour work periods. Additionally,**

**employees are allowed a ten (10) minute paid cleanup period per shift, subject to operational needs and supervisor approval.**

#### **Article 9: Continuity of Service**

**30. 1 Continuity of Service: An employee's Continuity of Service Date (CSD) is used to determine eligibility for benefits that accrue based on length of service and does not affect any rights granted by Seniority (Article 10). The CSD is calculated as the Hire Date, adjusted by adding or subtracting days for specific qualifying reasons, as outlined in this Article. For example, if the Hire Date is June 2, 2001, and a 10-day adjustment is applied, the CSD becomes June 12, 2001.**

**31. 2 Hire Date: The Hire Date is defined as the date an employee is initially hired into a bargaining unit position.**

**32. 3 Adjustments to the CSD will be made on a day-for-day basis for the following reasons:**

- a) Leave of absence without pay exceeding forty-five (45) calendar days within a twelve-month period; and/or**
- b) Medical disability lasting longer than twenty-six (26) consecutive weeks; and/or**
- c) Time spent on layoff status.**

**33. 4 An employee's CSD will be forfeited, and a new CSD established, if they are rehired after any of the following:**

- a) Voluntary resignation;**
- b) Termination for just cause;**
- c) Retirement;**
- d) Layoff lasting longer than one (1) year.**

**34. 5 Anniversary Date: The Anniversary Date is determined by counting forward from the CSD. For example, the one-year anniversary is one year**

**from the CSD, the thirty-month anniversary is thirty months from the CSD, and so on.**

## **Article 10: Seniority/Layoff/Recall**

**35. 1 Seniority:**

- a) An employee's seniority is defined by their length of continuous service within a job classification (Classification Seniority) and their total length of continuous service with XYZ (Company Seniority).**
- b) Company Seniority is defined as the employee's total continuous service with XYZ, measured from their most recent hire date.**



**c) Classification Seniority is based on the total time an employee has continuously worked within a specific job classification and is retained even if the employee subsequently works in other classifications.**

**d) An employee will lose their seniority rights for any of the following reasons:**

**(1) Voluntary resignation. (2) Termination for just cause. (3) Layoff exceeding twelve (12) months. (4) Refusal to accept a recall from layoff, as per the layoff provisions outlined below. (5) Transfer or promotion to a different department or a non-represented position, unless the employee returns to the bargaining unit within ninety (90) days.**

**e) XYZ will prepare and maintain up-to-date lists of Classification Seniority and Company Seniority, which will be posted on XYZ and Union bulletin boards and provided to the Union electronically. These lists will be updated at least semi-annually. Employees must notify XYZ of any errors in the posted dates within sixty (60) days of the list's posting; otherwise, the lists will be considered accurate.**

#### **36. 2 Layoff and Recall:**

**a) XYZ has the sole right to determine when layoffs are necessary and which job classifications will be affected.**

**b) XYZ will notify the Shop Steward and affected employees of a layoff's effective date at least fourteen (14) calendar days in advance, except in emergency situations. In emergencies, XYZ will provide as much notice as possible under the circumstances.**

**c) When a layoff is required, XYZ will first seek volunteers from the affected classification. If there are more volunteers than positions to be eliminated, layoff selection will be based on**

**classification seniority among the volunteers. If there are insufficient volunteers, employees to be laid off will be selected in reverse order of classification seniority, according to the seniority list.**

**d) Employees facing layoff have the right to "bump" into previously held classifications, provided their Company Seniority is greater than that of another employee in that classification, and they possess the necessary qualifications, as determined by XYZ. Employees may choose to be laid off rather than exercise bumping rights.**

e) When vacancies arise, employees who were laid off or downgraded will be recalled to previously held classifications based on their seniority, provided they are able to perform the available work and pass a return-to-work physical examination.

f) Employees retain recall rights for twelve (12) months from the date of the reduction in force.

g) Recall notices will be sent to laid-off employees by certified mail, return receipt requested, at their last known address. Employees are responsible for keeping XYZ informed of their current address. Employees who fail to report for work within ten (10) calendar days of receiving a recall notice will be considered to have resigned, and their names will be removed from the recall list.

h) **\*\*Temporary Assignments:\*\*** Employees temporarily assigned to a higher classification for more than fifteen (15) consecutive working days will receive the pay rate of that higher classification for the duration of the temporary assignment. Upon returning to their regular classification, their seniority in their regular classification will be unaffected. If the temporary assignment exceeds one (1) year, the employee will receive an additional one-time bonus equivalent to 5% of their regular hourly rate and will be given the option to bid on the higher classification position if available.

#### **Article 11: Job Openings and Training**

**37. 1 Job Openings:** When a job opening occurs, XYZ will post the job internally on the employee bulletin board and via electronic communication for a minimum of fifteen (15) calendar days before advertising the position externally. Each posting will include a written job description, a list of required qualifications, and the applicable wage and step for the position. Employees who wish to be considered must submit a letter of interest and a current resume within ten (10) calendar days.

**38. 2 Advancement:** Employees may be advanced to a higher job classification even if there is no vacant position. Advancements will be based on the employee's demonstrated ability to perform the duties of the higher

classification, management's judgment, and performance evaluations.

**39. 3 Training/Advancement Program:** Following the ratification and execution of this Collective Bargaining Agreement (CBA) in 2024, a joint committee composed of equal representation from the Union and XYZ will be established to develop and implement

a training/advancement program. If necessary, a mutually agreed-upon third party may be retained to assist in the program's development. The committee will convene at least once per month until the program is fully developed. If additional time is required, it will be scheduled by mutual agreement of the parties. Until the training/advancement program is established, existing rules and practices will continue to govern any available training opportunities.

**40. 4 Shift Bidding:** XYZ will conduct shift bidding for starting times within each classification on an annual basis. Bids will be held in February of each year. XYZ retains the right to determine: a) The number of positions in each classification for each starting time and shift, and b) The starting times, in accordance with Article 8. Seniority will be used as the basis for bidding, calculated from the employee's most recent hire date within the department. XYZ retains the right to set starting times as per this Agreement. It is understood that training schedules or operational needs may necessitate temporary shift re-assignments. If XYZ establishes a new shift, notice will be provided according to Article 8, and bidding for the new starting times will follow the procedures outlined above.

## **Article 12: Wages**

**41. 1** Employee wages are detailed in the classification and wage schedule provided in Appendix "A," which is attached to and incorporated into this Agreement.

## **Article 13: Benefits**

**42. 1** Regular full-time employees are eligible for the benefits detailed below and may select their insurance coverage annually. The specific benefit types and coverage options are determined by the bargaining unit. Eligible regular full-time employees will receive benefits through the Teamster Trust.

**43. 2** Employees on XYZ's active payroll, as defined in 13.1, will receive the following insurance allowance (where "allowance" refers to XYZ's contribution toward the employee's monthly medical insurance premium):

- a) Upon ratification (March 12, 2024), employees will receive \ \$1350.00, which will remain in effect through the end of calendar year 2024. This monthly allowance covers health and welfare insurance, including Plan A Life Insurance.**
- b) If premium rates do not increase by more than 3% in the 2025-2026 contract years, XYZ will not increase the defined medical contribution allowance.**
- c) If premium rates increase by more than 3% during the 2025 or 2026 contract years, XYZ will match the percentage increase in the defined medical contribution allowance, up to a maximum match of seven percent (7%).**
- d) 2025: If premiums increase by more than 3% in 2025, XYZ's match will increase the allowance up to a maximum of \ \$1480.50.**
- e) 2026: If premiums increase by more than 3% in 2026, XYZ's match will increase the allowance up to a maximum of \ \$1600.14.**
- f) Employees are responsible for paying any premium amounts that exceed the monthly allowance. These additional costs will be paid through payroll deductions. Employees hired on or after January 1, 2026, will be responsible for 20% of their monthly premium costs, with XYZ covering the remaining 80%.**
- g) Any future changes to XYZ's medical contribution allowances after the expiration of this contract will be subject to negotiations between the parties.**

**44. 3 The following plans will remain in effect for the duration 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**

**45. 4 Employees whose monthly premium is less than the insurance allowance have the following options:**

- a. They may elect to receive the cash difference between the premium and the allowance on December 1 of each year, or
- b. They may elect to convert that cash difference into General Leave time, calculated at their pay rate on December 1 of that year, or
- c. They may choose a combination of options 1 and 2.

46. 5 Following initial eligibility for benefits as specified in 13.1, XYZ will continue to pay premiums for all regular full-time employees who are compensated for at least eighty (80) hours in the preceding month.

47. 6 Payments for benefits under this Section are due on or before the tenth (10th) day after the last business day of each month. XYZ agrees to adhere to the terms of the Washington Teamsters Welfare Trust Agreement and Declaration for the duration of its obligation to provide Trust benefits.

48. 7 Upon voluntary resignation with at least two (2) weeks' notice or in the event of an employee's death, any unused allowance will be paid to the employee or their estate.

49. 8 The Union and/or the employee will indemnify and hold XYZ harmless from any claims or legal actions against an insurance carrier arising from disputes over a claim or coverage.

50. 9 Disputes or disagreements regarding insurance claims or coverage are not subject to the grievance procedure and cannot be grieved by the Union or any employee.

#### Article 14: Holidays

51. 1 The following are the recognized legal paid holidays:

Holiday Name	Date Observed
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 |

| Martin Luther King Jr. Day | Third Monday in January |

52. 2 If a holiday listed in Section 14.1 falls during an employee's approved leave period, that day will not be charged against their accrued leave balance.

53. 3 Work performed on a holiday listed in Section 14.1 will be compensated at one and one-half (1-1/2) times the employee's regular rate of pay, in addition to holiday pay.

54. 4 To be eligible for holiday pay, employees must be in paid status on their scheduled workday immediately before and after the holiday, unless this requirement is waived at the Employer's discretion for extenuating circumstances.

55. 5 Employees regularly scheduled to work less than forty (40) hours per week will accrue General Leave for holidays based on the average daily hours they worked in the four (4) weeks before the holiday week, rounded to the nearest full hour. Employees will not receive more than eight (8) hours of holiday pay for any holiday they were not scheduled to work.

56. 6 Overtime pay will not be added to holiday pay for the same hours.

57. 7 If a holiday falls on an employee's regularly scheduled day off, they will receive eight (8) hours of General Leave, which will be credited to their General Leave balance. If a holiday occurs during an employee's approved General Leave period, that day will not be charged against their General Leave balance.

## Article 15: General Leave

58. 1 Regular full-time employees will accrue General Leave at the following rates:

| INTERVAL FROM CSD | HOURS GENERAL LEAVE ACCRUED PER HOUR PAID (excluding overtime) | YEARLY GENERAL LEAVE ACCRUING 2080 hours paid |

| :----- | :----- | :-----  
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| 0-3 years | .08846 | 184 hours |

| 4 - 5 years | .09808 | 204 hrs |

**| 6 - 10 years | .10769 | 224 hrs |**

**| 11-15 years | .11731 | 244 hrs |**

**| 16- 20 years | .12692 | 264 hrs |**

**| 21-25 years | .13654 | 284 hrs |**

**| 26-30 years | .14615 | 304 hrs |**

**| 31 + years | .15577 | 324 hrs |**

**59. 2 Employees do not accrue or use General Leave during their initial probationary period. Upon successful completion of probation, employees will be credited with General Leave hours earned based on total hours paid since their CSD.**

**60. 3 General Leave accrues for each hour an employee is compensated while on XYZ's active payroll. The maximum General Leave balance an employee can accumulate is 440 hours. Any General Leave exceeding this limit will be forfeited. Employees receiving any form of pay from XYZ, whether for active work or through General Leave provisions, are considered to be on XYZ's active payroll. Employees on unpaid leave of absence or Short Term Disability are not considered to be on the active payroll.**

**61. 4 General Leave may be used in increments of fifteen (15) minutes, subject to operational needs and supervisory approval.**

**62. 5 Employees may sell back General Leave in increments of at least eight (8) hours, provided their General Leave balance does not fall below forty (40) hours. Exceptions to this rule are:**

**a. Employees absent due to illness during their probationary period may sell back General Leave upon completing probation to cover those absences, with supervisory approval.**

**b. Employees on disability leave may sell back General Leave in hourly increments to supplement their income, subject to any limitations imposed by disability benefits regulations.**

**c. Employees may sell back up to eighty (80) hours of General Leave per year, as long as their balance remains above eighty (80) hours after the transaction. \*\*Employees with balances exceeding 240 hours may sell back up to 120 hours per year.\*\***

**63. 6 Upon termination of employment, employees will be compensated for any General Leave they have earned and not used, up to a maximum payout of 240 hours. All unused accrued General Leave exceeding this limit will be forfeited.**

**64. 7 General Leave Scheduling:**

**a. All General Leave requests must be submitted in writing to the Maintenance Manager or supervisor at least forty-eight (48) hours in advance, except in cases of documented emergencies.**

**b. For the two (2) weeks following a shift change, employees may bid on specific General Leave dates within the subsequent 6-month period, based on their CSD.**

**c. After this initial two-week period, General Leave will be scheduled on a first-come, first-served basis, with consideration given to operational needs and staffing requirements.**

**d. Employees must provide at least seven (7) days' notice to cancel any scheduled General Leave, unless management approves a shorter notice period due to unforeseen circumstances.**

**e. Employees are not permitted to take leave without pay if they have accrued General Leave time available, except with the express written approval of the Maintenance Manager.**