

ABC Contract

COLLECTIVE BARGAINING AGREEMENT

by and between

ABC Transit

and

Local Union No. 789, Teamsters

Covering

Mechanics, Equipment Body Repair, Fuelers, Washer/Cleaners, Equipment Service Workers, Facilities Maintenance Workers, and Facilities Support Specialists

June 1, 2024, through May 31, 2027

Preamble

This Agreement is established between ABC Transit, herein referred to as "ABC" or "Employer," and Teamsters Local 789, herein referred to as "Union."

Per the stipulations of RCW 41.56, the Public Employees' Collective Bargaining Act, and its corresponding regulations, and in consideration of the mutual promises contained herein, the parties hereby agree to the following:

The parties acknowledge their shared interest in the effective operation of ABC, and recognize that fostering cooperation between labor and management will advance their collective goals.

Article 1: Recognition

1. 1 The Employer formally recognizes the Union as the sole and exclusive representative for collective bargaining purposes for employees in the classifications of Mechanics, Equipment Body Repair Worker, Vehicle Service Worker, Equipment Service Worker, Facilities Maintenance Worker, and Facilities Support Specialist.
2. 2 The bargaining unit subject to this Agreement encompasses all regular full-time and regular part-time employees (those working less than twenty-four (24) hours per week) within the classifications of Mechanics, Equipment Body Repair Worker, Vehicle Service Worker, Equipment Service Worker, Facilities

Maintenance Worker, and Facilities Support Specialist.

3. 3 Employees excluded from this bargaining unit and thus not covered by this agreement include management personnel, supervisors, clerical staff, parts personnel, temporary employees (not exceeding forty-five (45) days), and all other employees of the Employer.

4. 4 All elected officials and officers of the Employer are excluded from the bargaining unit, as certified by PERC Case No. 9876-A-24-2468.

5. 5 The Union acknowledges that the Employer's management personnel retain the right to perform any and all types of work carried out by bargaining unit members on a temporary or emergency basis.

Article 2: Management Rights

6. 1 The Union acknowledges that the Employer has the right to manage and direct its operations in all respects, in accordance with its legal responsibilities, powers, and authority.

7. 2 Any matters not specifically and explicitly addressed or governed by the language of this Agreement shall be administered by the Employer for the duration of this Agreement, according to such policies and/or procedures as the Employer may establish from time to time.

8. 3 The Employer's rights include, but are not limited to, the following: a. The right to establish and implement reasonable work rules and procedures, provided that reasonable notice is given to bargaining unit members. b. The Employer is entitled to develop, adopt, and administer personnel rules and policies governing matters not specifically detailed in this Agreement. The Employer also retains the right to reasonably alter or modify work rules and procedures, including those within the Maintenance Department Manual, with reasonable notice of such changes provided to affected employees. Personnel rules and policies developed or modified by the Employer that apply to Union members will be communicated either orally or in writing. c. The right to schedule any and all work and overtime, and to determine the methods and processes by which such work is performed, in a manner that is

most advantageous to the Employer, ensures safety, and serves the public interest. d. The right to hire, transfer, lay off, and promote employees as the Employer deems necessary, subject to the provisions of this Agreement. e. The right to discipline employees, as outlined in the disciplinary article of this Agreement. f. The right to determine the size and composition of the workforce. g. It is understood and agreed that employees will perform incidental duties reasonably related to bargaining unit work, even if those duties are not specifically listed in job descriptions, when requested by the Employer. h. The Employer has the right to take any actions deemed necessary to provide Transit Authority services during an emergency. The Employer shall be the sole judge of what constitutes an emergency and what actions are required to respond to it. An emergency is defined as a sudden or unexpected event or situation requiring immediate action. The Employer will consider employee safety in such situations. i. The Employer is entitled to introduce any new, improved, or automated methods or equipment to increase efficiency and reduce costs. j. The right to assign employees according to the terms of this Agreement. k. The right to close or liquidate any office, branch, operation, or facility, or any combination thereof, or to relocate, reorganize, or consolidate the work of divisions, offices, branches, operations, or facilities. l. Nothing in this Agreement shall be

interpreted as diminishing the trust placed in the Employer or limiting its rights and obligations to the public.

Article 3: Union Membership and Conditions of Employment

9. 1 Newly hired individuals in bargaining unit classifications will have forty-five (45) calendar days from their hire date to become Union members.

10. 2 When the Employer hires an individual who falls under the Union's jurisdiction, the Employer will notify the Union within fourteen (14) calendar days of the hire date.

11. 3 If an employee chooses not to join the Union due to a sincerely held religious belief or teaching of their church or religious body, they must pay an amount equal to regular Union dues and initiation fees to a non-religious charity or charitable organization, as mutually agreed upon by the employee and the Union. The employee must provide the Union with written proof of this payment.

12. 4 The Employer will deduct Union dues from the compensation of any employee who is a member of the Teamsters Union, provided the employee submits a written request to the Employer. The Financial Secretary of the Teamsters Union will inform the Employer of the amount of dues to be deducted. The Employer will promptly transmit these deducted funds to the Financial Secretary of the Teamsters Union.

13. 5 Failure by a bargaining unit member to pay Union dues as per Section 9.3 of this Article will be considered just cause for dismissal or other disciplinary action. Employees who qualify for the religious exemption under Section 9.2 are exempt from this requirement, provided they have met all the conditions outlined therein.

14. 6 The Union agrees to protect the Employer from any claims, grievances, or lawsuits brought by any person(s), non-member(s), or member(s) of the Teamsters Union against the Employer regarding dues payment issues arising from any person's, non-member's, or member's failure to pay dues, which leads to dismissal or discipline under Section 9.4. Furthermore, the Teamsters Union will refund any amount paid to it in error due to the dues check-off provision, provided proper evidence of the error is presented to the Teamsters Union.

Article 4: Contracting Out

15. 1 The Employer will not contract out bargaining unit work if it results in the layoff of bargaining unit employees, except that the Employer retains the right to contract out work that has historically been contracted out.

16. 2 If a situation arises where work normally performed by the bargaining unit needs to be contracted out, the Union will be given the opportunity to participate in the planning process; however, the Employer retains the final decision-making

authority on subcontracting.

Article 5: Subordinate to Statutes/Savings Clause

17. 1 This Agreement is subject and subordinate to the statutes of the State of Washington and Federal statutory law, wherever applicable. The Board shall not enact any ordinance that conflicts with the express provisions of this Agreement.

18. 2 If any Article, Section, or part of this Agreement is deemed unlawful or unenforceable by a court of competent jurisdiction, that court's decision will apply only to the specific Article, Section, or part explicitly identified in the decision. Upon such a ruling, the parties agree to promptly negotiate a replacement for the invalidated portion.

Article 6: Non-Discrimination

19. 1 The Employer and the Union agree that they will not discriminate against any employee covered by this Agreement based on race, creed, color, sex, religion, age, marital status, or physical handicap, provided the employee can perform the essential duties of the position without endangering their own health or safety or the health or safety of others.

Article 7: Probationary Employees

20. 1 All newly hired regular employees will serve a probationary period of nine hundred (900) working hours.

21. 2 Employees will receive written notification upon satisfactory completion of their probationary period.

22. 3 The Employer has the sole discretion to determine whether an employee has successfully completed the probationary period.

23. 4 Employees on probation may be terminated without cause.

Article 8: Hours of Work/Overtime

24. 1 The normal workweek spans from 12:01 a.m. Sunday to 12:00 midnight the following Saturday.

25. 2 Hours worked beyond forty (40) in any given workweek, as defined above, will be considered overtime and compensated at one and one-half (1-1/2) times the employee's regular hourly rate. Scheduled overtime will be distributed as follows: a. Overtime will be offered based on seniority, following a rotating system. The most senior employee will have the first opportunity to work up to eight hours of scheduled overtime before being placed at the bottom of the overtime eligibility list. A sign-up sheet for scheduled overtime will be posted every Monday. b. ABC will maintain the list of employees eligible for scheduled overtime. c. Management will determine the necessary job classification for the overtime work. d. If an employee is required to work scheduled overtime on a different shift, that employee, if qualified, will be placed at the top of the scheduled overtime eligibility list. Employees must have an 8-hour rest period both before and after their regular shift to be eligible for scheduled overtime. e. Overtime may be assigned to ensure continuity of a specific job. These overtime hours will be included in the calculation for the overtime eligibility list. f. If all employees decline overtime, the least senior employees will be required to work it. Employees in their probationary period with less than 400 hours are exempt from mandatory overtime. g. Failure to report for scheduled overtime may result in disciplinary action for an unexcused absence, as per Article 20.

26. 3 The Employer retains the right to adjust employees' regular working hours for operational efficiency and public convenience. Affected employees will receive a minimum of seven (7) working days' notice of any changes to their regular working hours, 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 **three (3) 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 receive shift differential pay for all hours worked, based on their shift's starting time:

| Shift One | No shift differential |

| :----- | :----- |

| Shift Two | **60 cents** per hour |

| Shift Three | **\$1.25** 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 ten (10) minutes of paid clean-up time per shift, as work demands permit.

Article 9: Continuity of Service

30. 1 Continuity of Service: An employee's Continuity of Service Date (CSD) is used to determine benefits tied to length of service and does not affect seniority rights. The CSD is calculated as the Hire Date, adjusted by adding days for specific qualifying reasons. For example, if the Hire Date is June 2, 1986, and a 10-day adjustment is applied, the CSD becomes June 12, 1986.

31. 2 Hire Date: The Hire Date is defined as the date an employee begins performing the regular duties of their assigned position.

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

- a) Leave of absence without pay exceeding forty-five (45) calendar days; 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 calculated from the CSD. For instance, the one-year anniversary is one year from the CSD, and 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 determined by their length of service within a classification (Classification Seniority) and their total length of service with the Company (Company Seniority). [cite: 85, 86, 87, 88, 89, 90, 91, 92, 93, 94]
- b) Company Seniority is defined as an employee's total continuous service with ABC Transit since their most recent hire date. [cite: 85, 86, 87, 88, 89, 90, 91, 92, 93, 94]
- c) Classification Seniority is based on the total time an employee has worked within a specific job classification and is retained even if the employee later works in other classifications. [cite: 85, 86, 87, 88, 89, 90, 91, 92, 93, 94]
- d) An employee will lose their seniority rights for any of the following reasons: [cite: 85, 86, 87, 88, 89, 90, 91, 92, 93, 94]
 - (1) Voluntary resignation. (2) Termination for just cause. (3) Layoff exceeding twelve (12) months. (4) Refusal to return from layoff, as per the layoff provisions outlined below. (5) Transfer or promotion to a different department or a non-represented position.
- e) The Employer will create and maintain current lists of Classification Seniority and Company Seniority, which will be posted on both Employer and Union bulletin boards, and a copy will be provided to the Union. These lists will be updated periodically as needed. Employees must bring any discrepancies in the posted dates to the Employer's attention within thirty (30) days of the list's posting; otherwise, the list will be considered accurate. [cite: 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117]

36. 2 Layoff and Recall:

- a) The Employer has the sole authority to determine when layoffs are necessary and which job classifications will be affected. [cite: 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105]
- b) The Employer will provide the Shop Steward and affected employees with at least two (2) weeks' notice of a layoff's effective date, except in emergency situations. In emergencies, the Employer will provide as much notice as feasible under the circumstances. [cite: 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105]
- c) When a layoff is required, the Employer will first seek volunteers from the affected classification. If there are more volunteers than necessary, layoff selection will be based on classification seniority among the volunteers. If there are not enough volunteers, the employees to be laid off will be determined by reverse order of classification seniority, according to the seniority list. [cite: 97, 98, 99, 100, 1000, 101, 102, 103, 104, 105]
- 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 the Employer. Employees may choose to be laid off rather than exercise bumping rights. [cite: 99, 100, 1000, 101, 102, 103, 104, 105]

e) When a job opening occurs, employees who were laid off or downgraded will be recalled to previously held classifications, based on their seniority, if they are able to perform the available work and pass a return-to-work physical examination. [cite: 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117]

f) Employees retain recall rights for twelve (12) months from the date of the reduction in force. [cite: 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117]

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 the Employer 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. [cite: 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117]

Article 11: Job Openings and Training

37. 1 Job Openings: The Employer will post job openings internally on the employee bulletin board for at least ten (10) calendar days before advertising externally to the general public. Each posting will include a written job description, required qualifications, and the relevant wage and step for the position. Employees must submit a letter of interest and a current resume within seven (7) calendar days to be considered.

38. 2 Advancement: Employees may be advanced to a higher job classification even if there is no open position. Advancements are based on an employee's demonstrated ability to perform the duties of the higher classification, management discretion, and input from peers.

39. 3 Training/Advancement Program: Following the ratification and execution of this Collective Bargaining Agreement (CBA) in 2024, a joint committee with equal representation from the Union and Management will be formed to develop and implement a training/advancement program. If necessary, a mutually agreed-upon third party may assist in the program's development. The committee will meet at least twice a month until the program is completed. If more time is needed, it will be scheduled by mutual agreement. Until the training/advancement program is established, existing rules and practices will govern any available training opportunities.

40. 4 Shift Bidding: The Employer will allow shift bidding for starting times within each classification. Bids will take place in February and August each year. The Employer has the right to determine: a) The number of positions per classification for each starting time and shift, and b) The starting times, in accordance with Article 8. Seniority for bidding purposes will be based on the length of employment in the department from the most recent hire date. The Employer retains the right to set starting times as per this Agreement. It is understood that training schedules may require temporary shift re-assignments. If the Employer introduces a new shift, notice will be provided according to Article 8, and bidding for the new starting times will follow the above procedures.

Article 12: Wages

41. 1 Employee wages are detailed in the classification and wage schedule in Appendix "A," which is attached to and forms part of this Agreement.