

Collective Bargaining Agreement

**St. Cloud Metropolitan Transit Commission and
AFSCME Council 65, AFL-CIO, Local 748,
Street Supervisors**

October 1, 2020 – September 30, 2023

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ARTICLE 1 – PURPOSE OF AGREEMENT

This Agreement is entered into between St. Cloud Metropolitan Transit Commission, a political subdivision of the State of Minnesota (hereinafter referred to as the "Employer" or "Metro Bus"), and the American Federation of State, County and Municipal Employees, Council No. 65, Local No. 748 (hereinafter referred to as "AFSCME" or the "Union"), as exclusive representative for the employees covered by this Agreement.

It is the intent and purpose of this Agreement:

- 1.1 To assure sound and mutually beneficial working and economic relationships between the parties hereto.
- 1.2 To establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application.
- 1.3 To place in written form the parties agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality service to the citizens in the area serviced by Metro Bus. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 – RECOGNITION

Section 1. Recognition. The Employer recognizes AFSCME Minnesota Council 65 as the exclusive representative of the following unit:

All Street Supervisors employed by the St. Cloud Metropolitan Transit Commission, St. Cloud, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and all other employees.

Street Supervisors are considered essential employees and are required to report to their designated work location to ensure the operation of essential transportation functions during all operating hours and emergency situations.

Section 2. New Job Class. In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 3. Union Sole Representative. The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the

jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.

Section 4. No Discrimination. Except to the extent specifically provided herein, neither the Employer nor the Union shall coerce or discriminate against any Employee because of race, color, creed, religion, national origin, gender, sexual orientation, disability, age, marital status, status with regard to public assistance, familial status, political opinions, or affiliations, Local Human Rights Commission Activity, and or because of membership or non-membership in the Union, or because of activity in the support of the Union. The Employer will not attempt to encourage membership in the Union.

ARTICLE 3 - UNION AFFAIRS

Section 1. It shall be a condition of employment that all Employees who are members of the Union on the execution date of this Agreement shall remain members in good standing and that those Employees who are not members of the Union on said date shall, on the first day following the execution of this Agreement, become, and thereafter remain, members in good standing of the Union. It shall also be a condition of employment that Employees, who, on or after the execution date of the Agreement, are hired by the Employer and accept a Union position, shall become and remain members in good standing in the Union on and after their thirtieth (30th) day of employment.

For purposes of this article, "membership in good standing" shall mean either: a.) full voting membership or b.) the obligation to pay monthly dues generally required for full voting membership or c.) the obligation to pay the monthly dues generally required of Employees to the extent attributable to collective bargaining and other duties involving labor management issues.

Any Employee who is in arrears more than thirty (30) days in payment of Union dues required as a condition of acquiring or retaining membership in the Union shall be subject to discharge and shall be discharged upon certification in writing to the Employer from the Union of such arrearage.

Any discharge or termination under the terms of this Article shall be based solely upon failure of the Employee to tender the payment of dues uniformly required as a condition of acquiring or retaining membership in the Union and not because of denial or termination of membership in the Union for any other reason.

1.1 Dues Deductions. The employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly union contributions, and any other Union approved deductions. Such monies shall be remitted as directed by the Union.

1.2 Remittance. The Employer shall remit to the address designated by the Union (AFSCME Council 65, 3335 West St. Germain St., St. Cloud, MN 56301) the aggregate deductions of all employees together with an itemized statement showing the name of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance. Such remittance shall be made on a monthly basis or on such other periodic basis as may be agreed upon.

Section 2. The Union agrees that it will indemnify, defend and save the Employer harmless from any and all liability, claim, responsibility, damage or suit arising out of any action taken by the Employer pursuant to this Article.

Section 3. The Employer recognizes the right of the Local Union to designate a steward. The authority of the stewards so designated by the Local Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with the Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Local action;
3. The transmission of such message and information, which shall originate with, and are authorized by the Local Union or its officers, provided such message and information: (1) has been reduced to writing, or (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, or any other interference with the Employer's business.
4. New member orientation time.

Section 4. Stewards shall have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authorized steward and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Section 5. The steward or the designated alternate shall be permitted reasonable time to investigate, present and process grievances at the company office without interruption of the Employer's operation; and where mutually agreed to by the Local Union and Employer, off the property other than during their regular schedule without loss of time or pay. Such time spent in handling these grievances during the steward's working hours shall be considered working hours in computing daily and/ or weekly overtime if within the regular schedule of the steward. The Employer recognizes the employee's right to be given requested representation by a steward at such a time as the Employee reasonably contemplates disciplinary action may be taken.

Section 6. Negotiators. Employees who are elected as negotiators for the Union bargaining unit shall be granted time with pay for attending bargaining sessions held during their working hours.

They shall not be paid for negotiating during hours that are not part of their regular scheduled shift/hours.

Section 7. Employees shall not, during working hours, engage in any solicitation or Union activity which interferes with the performance of their duties.

Section 8. The Union Chair or Union Steward will meet with the Employer Representative as necessary to discuss work place issues that affect the Employees in this Unit. To the extent possible, these meetings will take place during regular working hours.

Section 9. Bulletin Board. The Employer shall furnish adequate bulletin board space for use by the Union for the following purposes: Union elections, Union social functions, notices of Union meetings, and such other material.

Section 10. Access to Premises. The Exclusive Representatives shall have access to the premises of the Employer at reasonable times and subject to reasonable rules in connection with official Union business.

Section 11. Union Leave. Union members shall be allowed time off with or without pay to attend Union events/ activities. "With pay" means the employee has taken the appropriate leave time such as vacation leave.

ARTICLE 4 - DEFINITIONS

Section 1. Union: American Federation of State County and Municipal Employees, AFL-CIO.

Section 2. Employee: An individual employed by Metro Bus included in the appropriate unit represented by the Union.

Section 3. Employer: St. Cloud Metropolitan Transit Commission.

Section 4. Regular Employee: Employee who has completed the probationary period.

Section 5. Probationary Employee: Employee who has not completed the probationary period.

Section 6. Full Time Employee: An employee who is scheduled to work forty (40) hours per week.

Section 7. Part Time Employee: An employee scheduled to work less than forty (40) hours per week.

Section 8. Base Hourly Wage: An employees' hourly rate of pay as specified in Schedule A.

ARTICLE 5 - CLASSIFICATION AND WAGES

Section 1. All newly hired and promoted Street Supervisors shall serve a probationary period of six (6) months. When an employee finishes the probationary period, he/she shall be entered on the seniority list and his/her date of seniority shall be the date that he/she was employed or promoted. During the probationary period the Employer shall have the unqualified right to discipline or discharge such employee without recourse to the grievance procedure. This Article does not supersede mandatory provisions under Chapter 197 (veteran's preference) if applicable to the employee. Monthly Union Membership Dues shall be deducted from the first paycheck of every month, beginning the second month of employment in a bargaining unit position.

Section 2. New Employees may be hired at a rate above the starting rate to a maximum of Step 3 if, in the sole judgment of the Employer, the rate above the starting rate reflects the Employee's training, knowledge, ability, experience, and other relevant factors. New employees shall not be hired at a higher rate than any current employee with similar experience.

Section 3. Interim Promotion. Bargaining members offered an interim non-union role will retain seniority and the right to return to their original bargaining unit position while serving in the interim role. The interim role will be re-evaluated after six (6) months.

In the event a bargaining unit employee is selected, through a competitive internal application process, to fill a non-union interim position and chooses not to apply or is not selected for the permanent position, said bargaining member will retain seniority and the right to return to their original bargaining unit position during the period of filling the interim position only. Metro Bus retains the right to select the candidate best suited for the permanent position. There is no guarantee the individual filling the interim role will be offered the permanent position.

Section 4. Wage Increases. The wage schedule for this Classification shall be set forth in Schedule A and attached hereto. For the contract term the following wage adjustments shall be made to the scale:

10/1/2020	2% general wage increase to pay scale (See Schedule A: Street Supervisors)
10/1/2021	Guaranteed financial reopener for FY2022 beginning 6/1/2021
10/1/2022	Guaranteed financial reopener for FY2023 beginning 6/1/2022

Upon mutual agreement, financial reopener for FY2023 may be discussed and agreed upon during financial reopener for FY2022.

Section 5. Step Increases. Employees full and part time shall receive a six (6) month step following initial employment or their date of promotion into a street supervisor position. Then they shall receive a wage step on their one (1) year anniversary date and each year following on their anniversary date until they reach the maximum wage step on the salary scale.

A Metro Bus employee promoted to a Street Supervisor position will retain their original date of hire for time off accruals. The promoted Street Supervisor will start at Step 2 of the wage scale. Thereafter, step increases will be assigned on the promotion date until the employee reaches the top step. Promoted employees have the ability to negotiate starting wage based on commensurate experience as determined by the Employer.

Section 6. Paydays shall be Thursdays, no later than 1:00 P.M. Wages shall be paid in two week intervals and the Employer shall provide the Employees with a digital schedule history setting forth the time computations forming the basis for total payments of wages made. The Employer shall provide each Employee the option of taking additional payroll deductions and shall administer the program accordingly.

Section 7. Overtime rates, at one and one-half (1 ½) times the regular rate of pay, will be paid to each Employee for all time worked by each Employee in excess of the number of hours in a regular work week. A regular workweek is defined as forty (40) hours of work. Only hours worked shall be included for the purpose of computing overtime. Supervisor approval is required prior to overtime unless the overtime is created by an accident or as addressed in policy.

The Employer reserves the exclusive right to require overtime for any and/or all Employees based on business need.

ARTICLE 6 - HOURS OF WORK

Section 1. The full time Employees' workweek shall consist of forty (40) hours during each workweek beginning 12:00 a.m. Sunday through 11:59 p.m. Saturday. If employees stay late or are called in early the hours worked shall be counted in the pay period their scheduled shift is assigned to. Part time employees schedule shall be set by the Employer based on hours. Employee bids shall be scheduled with at least two consecutive days off during the schedule, except the extra board position(s) which is used to fill needed shifts and can be adjusted based on need. The Employer and the Employee may mutually agree to an adjustment of hours.

A maximum of 50% of the positions may be extra board positions.

Section 2. Management will inform the Union Chair and Union Steward at the earliest opportunity of any staffing changes which are defined as cuts or additions.

Section 3. Lunch Periods. Employees shall be provided with a thirty (30) minute paid lunch for every six (6) hours worked. The Union understands that when necessary the lunch period may be disrupted due to the needs of the Employer.

Section 4. Part time. When part-time work is necessary and utilized, the number of part-time employees will not exceed 10% of the total bid hours in this unit unless mutually agreed upon by both parties.

Section 5. The Employer shall post an electronic Work Schedule for the next work week by noon on Tuesday of the prior week designating the start and finish time for each shift. The "Extra Board" bid is a flexible forty (40) hour shift based on need and subject to change, even after this posting date. Each Employee shall be paid for all time spent in the service of the Employer and shall be paid from "scheduled start to sign out". Any assignment changes shall be noted and verbally conveyed by the Employer. Committee meetings shall be paid for the actual amount of time served or the amount of the work shift missed, whichever is greater.

Section 6. On Call/ Call Out Pay. Employees scheduled to be on call shall receive \$4.50 per hour of on call duty. If Employees are called in to work (required to report) they shall be guaranteed a minimum of two (2) hours pay at one and one-half (1 ½) times their regular rate of pay. On Call duties are things employees can address without returning to the job site (examples: phone calls, scheduling, any work they can do from their phone and computer at home). Call Out pay shall be for any duties out of the employees control for which they must report to the job site (examples: Facilities alarms, emergency calls, Internet services down). On call responsibilities are transferred at the end of the outgoing supervisor's regular shift. On call duties will be transferred to the next scheduled supervisor.

For calls received during assigned "on-call" periods, Street Supervisors shall be compensated a minimum of one (1) hour pay at one and one-half (1 ½) times their regular rate of pay. When subsequent calls occur within the hour, no additional compensation will be paid. However, Street Supervisors shall be paid for the actual time worked in excess of the hour to complete the necessary tasks rounded to the nearest quarter hour (15 minutes increments).

In recognition of the On Call assignment of Holidays (as identified in Article 8, Section 1), Street Supervisors shall be compensated \$6.75 per hour for all hours of on call work in conjunction with the Holiday. On Call pay will be calculated from the time the supervisor receives the phone the evening preceding the Holiday until sign in of their regular shift following the Holiday.

When a Street Supervisor is on vacation, sick, or other type of leave the replacement will assume all on-call and call out responsibilities for that shift.

Street Supervisors required to report to the job site shall be compensated from the time the call is received rather than arrival.

Section 7. Service interruptions are to be handled in the following manner.

1. The Employer shall make every attempt to personally contact all scheduled Employees prior to cancellations, interruptions, or postponement of service due to weather conditions, emergencies, planned or unplanned service reductions.
2. Employees involuntarily affected by scheduled reductions due to weather, emergencies, and planned or unplanned reductions in service are expected to report for duty. Employees may request to use vacation or personal time to be relieved from duty.

Section 8. Except in emergency situations when mutually agreed upon, Employees shall receive a minimum of eight (8) hours off between scheduled shifts with the exception of split shifts. Prescheduled shifts shall not exceed thirteen (13) hours from sign-in to sign-out .

Section 9. Provisions for Assigning Extra Work. Where not possible to fit work into the course of regular work schedules, part time and unscheduled work shall be covered according to the provisions of this Article. To avoid interruption of service, work up to three (3) hours or less may be completed by an Employee who is in service. An Employee who is coming into service may be called in up to two (2) hours early to complete the end of a shift before an Employee who is not scheduled. The Employer will notify Employees at least two (2) hours prior to the start of their shift. For any extra work that will be more than three (3) hours in length the employer shall offer to employees based on seniority.

Extra Work Sign up List. The Employer will provide an electronic sign up list to permit full time bid Employees to sign up for additional work. Employees signing up for extra work shall be approved based on seniority. The sign-up list shall indicate the days of the week, be available at least one (1) week in advance, and be deactivated no sooner than the Wednesday before the week it is in effect. The supervisor may fill shifts of more than three (3) hours directly from the Extra Work sign up list by seniority.

Section 10. Schedule Switching. Employees may switch scheduled days with notification and pre-approval of the direct Supervisor.

ARTICLE 7 - BIDDING

Section 1. Shift Bidding. All Street Supervisor shifts shall be posted for bid to eligible Employees on the respective seniority list. All bids shall be submitted for bidding by Employees within that seniority list at least four (4) weeks prior to each bid implementation. Said bids to go into effect three times a year in January, May, and August. Employees in order of seniority will receive a reasonable amount of time to bid or may submit a proxy bid. If an Employee has not bid by the next seniority Employees assigned bid time, the next assigned Employee may place their bid. An Employee missing their bid may pick their schedule at any time from the available remaining bids.

Section 2. An Employee not available for work at their assigned bidding time must have medical authorization to return to work during the first six (6) weeks of the period being bid. In the event no medical authorization is available, that Employee will not be allowed to bid, but may select a provisional bid. Subsequently, should that Employee later return to work during the bid period they will be placed into the provisional bid placement. Employees shall then be placed into alternate bids based on seniority.

Section 3. An error in posting bids causing a change in bid or bids, a vacancy in the seniority list with at least eight (8) weeks remaining in the bid, or a service change causing a conflict which cannot be mutually resolved for all Employees, shall automatically force a re-bid of work from the affected bid(s) and down to the bottom of the seniority list.

ARTICLE 8 - HOLIDAYS

Section 1. The following Holidays shall be paid holidays for full time employees:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	1/2 day Christmas Eve
Independence Day	Christmas Day

Hours for paid holidays are equivalent to the regular scheduled bid hours for that employee. For example: An employee has a ten hour bid they are compensated ten hours for Holiday pay.

Section 2. Employees scheduled to work on the Holiday will be paid for their regular bid hours, in addition to Holiday pay. Full time Employees not scheduled to work on the Holiday will bank eight (8) hours, part time Employees not scheduled to work will bank four (4) hours. At the Employee's option, the holiday will be paid at straight time by notifying the scheduler prior to the holiday.

Section 3. When a recognized Holiday falls during an Employee's scheduled vacation, the Employee shall be paid Holiday pay for the actual Holiday and not charged vacation time for that day.

Section 4. When an employee is required to work on a Holiday they shall be paid at one and one-half (1 1/2) times their regular rate of pay for all hours worked in addition to their Holiday pay. Christmas Eve Holiday will be paid at one and one-half times (1 1/2) their regular rate of pay for half of their hours worked, the other half will be paid at regular pay. At the employee's request they may bank the Holiday pay for later use.

Section 5. Easter is not a recognized Metro Bus holiday. All employee’s required to work on Easter Sunday shall receive one and one-half (1 ½) times their regular rate of pay for all hours worked.

ARTICLE 9 - VACATION

Section 1. Vacation time shall be granted to all full time and part time employees. All leave must be earned in advance. No more than a total of forty (40) hours of vacation may be scheduled per week unless approved by management. Individual days off will be approved up to four (4) days per week. When appropriate coverage can be arranged, exceptions may apply as approved by the Employer.

Vacation shall be earned on the following schedule:

Year of Employment	Monthly Accruals		Yearly Accruals	
	Full Time	Part Time	Full Time	Part Time
First through Fifth Year	8.0000	4.0000	96	48
Sixth through tenth Year	12.0000	6.0000	144	72
Eleventh through Fourteenth	12.6667	6.3333	152	76
Fifteenth	16.0000	8.0000	192	96
Sixteenth through Twentieth	16.6667	8.3333	200	100
Twenty- first through Twenty-fourth	17.3333	8.6667	208	104
Twenty-fifth	20.6667	10.3333	248	124
Twenty-sixth through Thirtieth	21.3333	10.6667	256	128
Thirty-first through Thirty-fifth	22.0000	11.0000	264	132
Thirty-six through Thirty-ninth	22.6667	11.3333	272	136
Fortieth plus	23.3333	11.6667	280	140

Section 2. Vacation Bidding. Annually, employees shall have the right to bid their accrued vacation hours:

The vacation bid will be held in December of each year for the following year. Employees in order of seniority, first full-time then part-time, will receive a reasonable amount of time to bid block weeks or may submit a proxy bid. All proxy bids must be placed on the bid calendar by a supervisor or designated scheduler. Proxy bids must be given to a supervisor who is on duty at the time of the employee’s bid by the employee or the employee’s Union steward.

If an employee has not bid by the next senior Employee’s assigned bid time, the next assigned employee may place a bid. Employees missing their bid may pick vacation at any time from the available slots.

Following block week selection, employees by seniority, first full-time then part-time, will pick individual days.

Upon approval, bid vacation hours will be deposited in the Employee's stored vacation bank to ensure the employee has adequate time to cover the request.

Section 3. Open Bid Vacation Calendar. Anytime throughout the year, after the annual vacation bid is closed, Employee's will be able to request individual days off on the Vacation Bid Calendar a minimum of fifteen (15) days prior to the requested date. Employees will be approved on a first submitted, first approved basis.

Section 4. Additional Leave Options. Except where stated, requests for time off in this section using the electronic system must be submitted no more than fourteen (14) calendar days and no less than four (4) calendar days in advance. Requests for time off will be considered by seniority on the day they are submitted. Once a request for time off is granted it may not be revoked.

Shift trades- A request for shift trades must be signed by both parties and submitted to the Supervisor for approval. Shift trades must occur within the same pay week.

Section 5. Vacation Cancellation. Employees whose plans change and no longer need approved days off may revoke their requests a minimum of fourteen (14) days in advance allowing other Employees the right to request vacation. In the event any/all shifts have already been filled, the employee becomes Extra Board. If no Extra Board shifts are available during the rescinded vacation period, the employee can elect to take the time without pay or use the original vacation time requested. The weekly guarantee does not apply in this situation.

Section 6. Time off without pay. Time off without pay shall not be granted until all paid time off has been exhausted in accordance with this collective bargaining agreement or personnel policy and/or without approval from the Director of Human Resources.

Section 7. Unused Vacation. If an employee has been unable to use all of his/her vacation leave because of press of work, the accrued vacation may be carried over but may not exceed 150% of the annual accrual rate. Any vacation exceeding 150% is automatically forfeited at the time of the employee's work anniversary. If an employee attempted to take vacation and was denied time off during the year the vacation banked over 150% shall be banked for no longer than six (6) months. Vacation not used in that period will be subtracted from Employee's bank.

Section 8. Employees hired as part-time who move into full-time status shall, at that time, accrue vacation on a full-time rate based on total years of service from their original date of hire. Employees hired as full-time who move into part-time status shall, at that time, begin accruing vacation at the part-time rate based on total years of service from their original hire date. When an employee is on an approved leave, vacation leave accrual will be suspended during any thirty

(30) day unpaid period. Vacation accrual will be reinstated the first day the Employee returns to work.

Section 9. Any non-probationary employees accrued and unused vacation leave will be paid out one hundred (100%) percent as of the employees separation, death, retirement or disability date at the Employee's straight time rate to the Employee or Employee's estate in a separate check.

Section 10. Probationary employees shall begin to earn vacation leave from their initial date of employment. An employee newly hired to Metro Bus who is terminated during the probationary period shall not receive any compensation for accumulated and unused vacation time.

ARTICLE 10 - SICK LEAVE

Section 1. Sick leave. Full time employees shall accrue sick leave at the rate of eight (8) hours per month. Sick leave accrual shall begin to accrue the month employment begins and may accumulate up to 1200 hours. Part time employees shall accrue sick leave at four (4) hours per month up to 600 hours.

- 1.1 Causes for granting sick leave. Sick leave shall be granted only for absence from duty because of personal illness, medical/dental procedures that prevent staff from reporting to work, legal quarantine, injury, or for absence due to illness or injury to the employee's immediate family to include spouse, child, adult child, parent, sibling, grandparent, and step-parent for such reasonable periods as the employee's attendance with the member may be necessary.

Accrued sick leave may be used for pre-scheduled appointments for doctor, dentist, and DOT physical/ DOT licensing requirements and for prescheduled medical procedures or treatments requiring a full day or more of absence from work with a signed physician's treatment with approval of Operations Manager.

Should an Employee need to use sick leave due to illness or injury, or require medical leave under FMLA, accrued sick leave and all other paid time off balances (vacation, personal day) must be exhausted in accordance with this collective bargaining agreement or personnel policy before going on unpaid status. Sick leave will run concurrent with absences covered by FMLA.

- 1.2 Notification. When an employee needs sick leave, he/she shall notify their Supervisor s minimum of two (2) hours prior to the report time. The Employee shall continue communications with the supervisor or his/her designee until acknowledgement is received.
- 1.3 Physician's Certificate. After three consecutive days of sick leave use, the Executive Director or Supervisor may require a certification from a physician indicating the need

for sick leave taken by the employee for personal illness or illness/injury to an immediate family member.

- 1.4 Payment of Unused Sick Time. At the time of voluntary resignation, retirement (PERA eligible to draw pension), disability, or death, both part and full-time employees are entitled to payment of unused sick leave at the rate of 100% of straight pay at the current level of compensation up to a maximum of 400 hours. Upon death of an employee the same pay rate will be payable to the employee's estate or designated beneficiary. Retirement for the purposes of this benefit only shall mean separation from Metro Bus of an employee eligible to receive PERA retirement or disability payment.

After a full-time employee or part-time employee accumulates respectively a total of one hundred fifty (150) or seventy five (75) days of sick leave, the employee shall be paid each year for 50% of all unused sick leave earned that year (maximum of 6 days or 3 days respectively), the amount of such payment to be paid on the pay period in which the employee's anniversary date falls.

- 1.5 Probationary employees shall begin to earn sick leave from their initial date of employment. An employee newly hired to Metro Bus who leaves employment prior to completion of the probationary period shall not receive any compensation for accumulated and unused sick time.
- 1.6 When an employee is on an approved leave, sick leave accrual will be suspended during any thirty (30) day unpaid period. Sick accrual will be reinstated the first day the Employee returns to work.

ARTICLE 11- LEAVES OF ABSENCES

Section 1. Family and Medical Leave Act (FMLA) of 1993. The Family and Medical Leave Act (FMLA) of 1993 entitles eligible employees having worked for Metro Bus for at least one year, or 1,250 hours over the previous twelve (12) months to take up to twelve (12) weeks of unpaid leave during any twelve (12) month period as a result of the birth, placement for adoption, or foster care of a child, to care for an immediate family member with a serious health condition, or when an employee is unable to work due to a serious health condition. FMLA will be determined as a rolling 12-month period measured backward from the date an employee uses any FMLA leave. Under the rolling period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Should an employee require medical leave under FMLA, the Employee shall begin using accrued sick leave until exhausted. Subsequently, the Employee must use all other paid time off balances (vacation, personal day) until exhausted in accordance with this collective bargaining agreement

or personnel policy before going on unpaid status. All paid time off will run concurrent with absences covered by FMLA.

The Employee may, at their discretion, maintain a vacation leave bank balance of up to forty (40) hours.

Section 2. Injury on the Job. When an employee is injured while working for Metro Bus and the injury is compensated under the Worker's Compensation Act, the employee shall receive the benefits and payments granted him/her according to the state worker's compensation laws as set forth by Minnesota Statutes. The employee is prohibited from outside employment during leave granted under Worker's Compensation.

2.1 An Employee may supplement benefits received under Workers Compensation with sick leave up to an amount equal to the difference between such benefits and the employee's normal pay. Employees who receive Workers Compensation while being paid sick leave by the Employer will be obligated to report those check amounts to the Employer. Workers Compensation will automatically be designated as FMLA.

2.2 An employee may, at Metro Bus's discretion, work light duty provided duties do not violate work restrictions.

Section 3. Medical Leave. An employee may take a medical leave of absence in such cases where the injury or illness is anticipated to exceed a period of thirty (30) days. When the need for a medical leave is foreseeable, the employee must give at least thirty (30) days' notice prior to the leave. When the employee is able to return to work a physician's release is required. The release must be submitted before the Employee starts their shift. Failure to provide a return to work certification prior to starting the shift may result in discipline. Unpaid leaves of absence will only be granted after all paid time (sick, vacation, personal day) accruals have been exhausted unless otherwise stated within this agreement. Reinstatement will be considered each Monday for the following workweek. Medical leave will be designated FMLA.

Section 4. Leave of Absence. A leave of absence up to one (1) year in length may be granted by the Employer upon proper application by the employee and with the written consent of the Employer and the Union. No leave of absence will be granted for the purpose of permitting the employee to obtain or maintain other employment.

Section 5. Funeral Leave. In the event of death in an Employee's immediate family, each Employee shall be given paid funeral leave as follows:

- up to three (3) working days for father, mother, spouse, child, grandchild, or spouse's father, mother or child;
- up to two (2) working days for brother, sister, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law;
- and up to one (1) working day for aunt/uncle or step family member.

Funeral leave is granted for making funeral arrangements, attending funeral and burial, paying respects to the family at a wake or visitation and dealing with the deceased's possessions and will, and any ancillary matters that employees must address when a loved one dies. The Employer may require the employee to furnish a copy of the funeral notification/handout to verify the absence. In addition additional sick leave may be utilized when an extended leave is needed for death in the immediate family. Employees wishing to attend the funeral of relatives not listed above may request vacation, personal holiday or leave without pay.

Part-time employees are granted one (1) day funeral leave for either an immediate or other than immediate family member. The time granted may be increased based on the circumstance by the Director of Human Resources.

Section 6. Military Leave. Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Act (USERRA) shall be granted all rights and privileges provided by USERRA and/or other applicable State and Federal Laws.

Section 7. Public Office and Voting. An Employee shall be granted the necessary leave to fulfill the duties as an elected official. Employees shall be allowed time off to vote without loss of pay to the extent provided by law.

Section 8. Jury Duty. When an Employee receives a notice of jury duty, they shall notify their supervisor at once. The employee will be given leave for such jury duty and will be made whole for any loss of pay during that period. An Employee on jury duty will notify the Employer when they are available for work whenever their jury duty does not conflict. In making the Employee whole; hours of jury duty served will be included with other hours worked as a basis for computing pay hours. No Employee will be required to return to work over a spread time of thirteen (13) hours from the start of jury duty for that day. Whenever considered necessary by the Employer because of the needs of business at a particular time or the difficulty of substituting for the particular Employee, said Employee will cooperate with the Employer in requesting and obtaining a postponement of said jury duty.

ARTICLE 12 - DISCIPLINE

Section 1. The Employer will discipline employees for just cause only. Discipline shall be in one of the following forms:

- a) Verbal Warning
- b) Written Warning
- c) Suspension
- d) Discharge

Based on the seriousness of the offense and the totality of the circumstances, disciplinary action may include verbal or written warning, suspension, or immediate termination.

Section 2. All discipline will be in written form and documented per Metro Bus practice.

Section 3. Rules must be individually provided to all Employees in the Street Supervisor Manual and other Metro Bus policies. Employees will be notified of rule changes prior to implementation. Such rules shall not conflict with the terms of this Agreement. Notices of rule violations or written warning letters as herein provided shall be given to the Employees with a copy to the Union Representative within fourteen (14) operating days, excluding vacation days taken in weekly increments of said infraction or, knowledge of said infraction by the Employer.

Section 4. Metro Bus may discipline employees for just cause only. Written confirmation of Verbal Warnings, Written Warnings, notices of suspensions and notices of discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees and the Union shall receive a copy of such reprimands and/or notices.

Section 5. Employees may examine their own individual personnel files by appointment with the Human Resources Department; the employee may choose to have their Union Steward/ Representative present.

Section 6. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such meeting.

Section 7. Grievances relating to this Article and involving suspension or discharge may be initiated by the Union in Step 3 of the Grievance Procedure.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 2. Union Representative. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated. The Employer shall notify the Union in writing of the Employer designated positions.

Section 3. Processing the Grievance. It is recognized by the Union and by the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall, therefore, be accomplished during normal working hours without loss of pay when reasonable time away from duties and responsibilities are not detrimental to the work of the Employer.

Section 4. Procedure. Grievances shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fourteen (14) calendar days after such alleged violation has occurred, present such written grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give written answer to such Step 1 grievance within fourteen (14) calendar days after receipt to the employee and the Union. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed in writing to Step 2 within fourteen (14) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fourteen (14) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the employer-designated Step 2 representative. The employer-designated representative shall give the Union representative the Employer's Step 2 answer in writing within fourteen (14) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fourteen (14) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fourteen (14) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within fourteen (14)

calendar days after receipt of such Step 3 grievance. Any grievances not resolved in Step 3 may be appealed to Step 4 within fourteen (14) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within fourteen (14) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union (or the Employer) may be submitted to mediation subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. Any grievances not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the outcome of mediation. Any grievance not appealed in writing to Step 5 by the Union within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The party filing shall notify the other party by Certified mail. The selection of an arbitrator shall be made in accordance with applicable Minnesota Rules as established by the Minnesota Bureau of Mediation Services. The selection may be made from an arbitrator list available from the Bureau of Mediation Services.

The Union and Employer shall request action to strike names within thirty (30) days of receipt of the list of arbitrators.

Section 5. Arbitrator's Authority

- a) The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- b) The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force or effect of law. The arbitrator's decisions shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- c) The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing

it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 6. Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step. Extensions shall be granted by those with authority to process grievances.

ARTICLE 14 - LAYOFF, RECALL, SENIORITY AND SEPARATION OF EMPLOYMENT

Section 1. In the event of a layoff or recall, seniority shall govern provided that no regular Employee shall be laid off while probationary employees are employed.

Section 2. The word layoff shall mean a separation from or reduction in service with the Employer necessitated by lack of work, lack of funds, reduction in hours, or other reasons without reference to incompetence, misconduct, or other behavioral considerations.

Section 3. In the event of a layoff or recall classification seniority shall govern with the least senior employee being laid off first, provided that no full time Employee shall be laid off while part time or probationary employees are employed.

Section 4. If an employee was a regular employee and was laid off, they will be considered a regular employee upon return to work, provided that they were not on layoff for longer than two years. Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff.

Section 5. When the Employer has determined that recall will be made and the number of employees to be recalled, the Employer will recall employees in the order of seniority. Employees who refuse a recall from layoff to the position he/she held at the time of layoff will be removed from the recall list. If an employee cannot be promptly reached, the Employer's representative shall send a certified letter (return receipt from addressee only required) to the employee's address of record. If said employee does not report for work within fourteen (14) working days of receipt of such notice, such an employee will be considered as having voluntarily terminated.

Section 6. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and shall be sent to the employee by certified or registered mail with a copy to the Union. The employee must notify the Employer of his/her intention to return within seven (7)

working days after receiving notice of recall. The employee must be willing to report and to return to work within fourteen (14) working days following receipt of the notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee. It is the obligation and responsibility of the employee to provide the employer with his/her latest mailing address. If the employee fails to comply with the conditions herein, he or she shall be removed from the recall list.

Section 7. In the event of a layoff, the employer shall notify the Union thirty (30) calendar days in advance of the any layoffs. During the thirty (30) day period the employer and the Union shall meet and confer to discuss alternatives to layoff or reductions.

Section 8. For benefit accrual purposes an employee's entire length of service with the Employer shall determine years of service for benefit accrual. Seniority for Street Supervisors shall be defined as an employee's length of continuous service within the bargaining unit.

Section 9. The seniority list on the effective date of this Agreement shall show the names of all employees entitled to seniority in this bargaining unit. The employer will provide the Union with an up to date copy of the seniority list upon request.

Section 10. An employee shall lose his seniority for the following reasons only:

- a) Voluntary resignation.
- b) Discharge for cause.
- c) Layoff for twenty- four (24) consecutive months; absence for three (3) consecutive working days without notifying the employer, excluding regular days off, weekends, and holidays without permission unless due to a cause beyond the control of the Employee, in which case the Employee shall be considered to have quit voluntarily
- d) Failure to report to work after a layoff within two calendar weeks after the mailing by the Employer of a notice to report, sent to the last address of the Employee as it appears on the records of the Employer, in which caser the Employee shall be considered to have quit voluntarily.

Section 11. The employee shall provide at least fourteen (14) calendar days' written notice of an intent to resign, specifying the termination date, and reason for resignation. The Employee shall return all Metro Bus property prior to receipt of final paycheck, per MN Statutes.

ARTICLE 15 - STRIKES AND LOCKOUTS

Section 1. During the term of this Agreement, the Union agrees on behalf of itself and each of its members that there shall be no authorized strike of any kind and there shall be no boycott, picketing, work stoppage, slowdown, or any other type of organized interference, coercive or otherwise, with the Employer's business.

Section 2. In the event any violation of Section 1 occurs which is unauthorized by the Union, the Employer agrees that there shall be no liability on the part of AFSCME or any of their officers or agents, provided that in the event of such unauthorized action, the Union first meets the following conditions:

The Union shall promptly order its members to return to work, notwithstanding the existence of a picket line, if requested to do so by the Employer.

Section 3. There shall be no lockout by the Employer.

Section 4. It shall not be considered a violation of this Agreement for an Employee to refuse to go through or work behind a picket line of a striking Union provided the strike is not itself a violation of this Agreement.

ARTICLE 16 - CDL LICENSURE AND PHYSICAL EXAMINATIONS

Section 1. CDL. Street Supervisors are required to maintain a Commercial Driver's License (CDL) with Passenger Endorsement and no airbrake restriction. A newly hired Street Supervisor without a CDL license will be required to obtain their CDL within ninety days of hire.

Section 2. CDL Eligibility Guidelines. Convictions for certain offenses or serious traffic violations such as driving under the influence of drugs or alcohol, implied consent, reckless or careless driving, leaving the scene of an accident, fleeing or eluding an officer, vehicular homicide or driving under license suspension in a commercial motor vehicle or personal vehicle with automatically and immediately suspend driving privileges with Metro Bus. Street Supervisors shall report all driving violation citations. Drug or Alcohol related traffic stops or accidents and potential pending violations from those stops or accidents must also be reported. Metro Bus reserves the right to terminate a Street Supervisor that does not have a current CDL.

Section 3. DOT. Street Supervisors shall obtain and maintain a current Medical Examiners Certificate as required by the Department of Transportation or other federal or state regulations. Metro Bus shall designate doctors/clinics and pay for the basic DOT physical examination with that doctor/clinic. Street Supervisors are personally responsible for scheduling and maintaining their DOT certificate in a timely manner, no earlier than three weeks prior to and no later than one week prior to their expiration date. Street Supervisors with DOT physical waivers and follow-

ups may be given additional consideration. Street Supervisors may use available accrued vacation or sick leave for the time missed during their normal shift to complete a DOT physical.

Street Supervisors shall inform management immediate of any changes to their DOT certification. In the event a Street Supervisor's DOT card is not renewed, the Street Supervisor has ninety days to obtain a current DOT certificate or Metro Bus reserves the right to terminate employment.

Section 4. The Employer shall designate doctors/ clinics and pay for the DOT physical examination with that doctor/ clinic for employees required to maintain a CDL and current Medical Examiners Certificate as required by the Department of Transportation or other federal or state regulations. Employees are required to schedule their Medical Examiner's appointment in a timely manner, no earlier than 60 days and no later than one (1) week prior to their expiration date. The Employer agrees, to the extent reasonably possible, to assist an Employee in obtaining a certification in the event of medical difficulties. The employee may utilize accrued vacation or sick leave for the time missed during a regular shift for the examination.

ARTICLE 17 - UNIFORMS

Section 1. If employees are required to wear uniforms and maintain uniforms as provided by the Employer. The Employer agrees not to furnish uniforms requiring more than washing by Employees. The Employer has the right to establish and maintain reasonable standards for wearing apparel including non-uniform items and professional grooming. The Employer shall replace uniform items as needed.

ARTICLE 18 - CELL PHONE

Section 1. Due to the employees' usage of their personal cell phone for Metro Bus Business, employees shall receive the Commission approved monthly cell phone reimbursement rate.

ARTICLE 19 - HEALTH AND WELFARE BENEFITS

Section 1. Coverage. All full-time employees covered by this collective bargaining agreement are eligible to receive health, life and/or dental insurance benefits provided by Metro Bus consistent with the Plan provide to the bargaining employees represented by Teamsters Local #638 and in accordance with the Participation Agreement for Non-Bargaining Employees. Metro Bus contribution amounts each week an Employee appears on the payroll are as follows:

- Effective October 1, 2020 - \$255
- Effective October 1, 2021 - \$260
- Effective October 1, 2022 - \$265

If an employee is covered by another health plan, the employee may elect to waive Metro Bus coverage and receive 60% of the cost of the Metro Bus Plan as taxable income. Proof of existing coverage will be required.

Section 2. Weekly Contribution. Weekly contributions shall be made for full-time Employees who have been on the payroll more than thirty (30) days. In the case of a layoff the Employer will make required contributions for a period of thirty (30) days from the last date of work. In the case of sickness or injury absences where the Employee is out on leave covered by the Family Medical Leave Act (FMLA) the Employer will make required contributions for a period of twelve (12) weeks from the last date of work.

Section 3. Flexible Benefit Account. Metro Bus shall provide a pre-tax benefit whereby eligible medical expenses and dependent care expenses may be deducted from wages on a pre-tax basis and claims made for those accounts are submitted for reimbursement.

ARTICLE 20 - HEALTH CARE SAVINGS PLAN (HCSP)

Section 1. The State of MN HCSP is an employer sponsored program that allows employees to save into a tax-free account to pay medical expenses and/or health insurance premiums after termination for public service.

ARTICLE 21 - PENSION CONTRIBUTIONS (PERA)

Section 1. The Employer shall contribute to PERA for each employee as required by Statute; the Employees shall contribute as required by Statute.

ARTICLE 22 - DEFERRED COMPENSATION PLAN

Section 1. Metro Bus provides a pre-tax benefit that allows you to set aside a portion of your income and accumulate it on a tax-deferred basis. Employees may voluntarily participate in this plan. The Minnesota State Deferred Compensation Plan treats any contributions as a salary deduction; your deferred amount is not subject to current income tax. Those dollars and their investment earnings accumulate on a tax-deferred basis and are not taxed until you start drawing money out-normally at retirement.

ARTICLE 23 - GENERAL CLAUSES

Section 1. Personnel Policy Manual. Where this Agreement conflicts with the Personnel Policy Manual, this Agreement shall govern. Otherwise the Employees shall be subject to the terms and conditions of the Personnel Policy Manual. Mutually approved changes to this contract will be documented through a Memorandum of Understanding.

Section 2. Meet and Confer. The parties to this Agreement agree to meet and confer on any errors or omissions that are discovered during the term of this agreement, resolving them by cooperative agreement. In the event no agreement can be reached the issue will progress to the grievance procedure.

Section 3. Waiver. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provision of the Agreement, are hereby superseded. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for its specified term. The Employer and the Union agree that only upon consent of both parties may this agreement be opened during its life for purposes of negotiations on terms and conditions of employment covered by this Agreement or those not specifically referred to or covered by this Agreement.

Section 4. Savings Clause. The Agreement is subject to the laws of the United States, the State of Minnesota. In the event any provisions of this Agreement shall be determined contrary to law by the parties or a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 24 - SUCCESSORS AND ASSIGNS

Section 1. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees. In the event the entire existing operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease agreement, receivership or bankruptcy proceeding, such operation shall continue subject to the terms and conditions of this Agreement for the life thereof. It is understood by this provision that the parties hereto shall not use any leasing device to transfer existing service to a third party to evade this contract. The Company shall give notice of the existence of this Agreement to any purchaser, transfer, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale or transfer.

ARTICLE 25 - TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of October 1, 2020 and shall remain in full force and effect until September 30, 2023, the anniversary date. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by July 1st prior to the anniversary date that it desires to modify this Agreement. This agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this ____ day of _____, 2020.

FOR THE EMPLOYER

FOR THE UNION

**ST. CLOUD METROPOLITAN
TRANSIT COMMISSION**

**AMERICAN FEDERATION OF COUNTY
STATE AND MUNICIPAL EMPLOYEES**

By: _____
Its' Chair

By: _____
Its' Union Chair

By: _____
Its' Chief Executive Officer

By: _____
Its' Union Steward

By: _____
Its' Chief Administration Officer

By: _____
Its' AFSCME Labor Representative

SCHEDULE A: STREET SUPERVISORS

	1	2	3	4	5	6	7	8	9	10	11
10/1/2019	\$52,091.47	\$54,248.56	\$56,405.65	\$58,562.74	\$60,719.83	\$62,899.87	\$65,056.96	\$67,191.11	\$69,371.14	\$71,528.24	\$73,662.38
<i>Current</i>	\$ 25.04	\$ 26.08	\$ 27.12	\$ 28.16	\$ 29.19	\$ 30.24	\$ 31.28	\$ 32.30	\$ 33.35	\$ 34.39	\$ 35.41
10/1/2020	\$53,133.29	\$55,333.53	\$57,533.76	\$59,733.99	\$61,934.23	\$64,157.87	\$66,358.10	\$68,534.93	\$70,758.57	\$72,958.80	\$75,135.63
<i>2% Increase</i>	\$ 25.54	\$ 26.60	\$ 27.66	\$ 28.72	\$ 29.78	\$ 30.85	\$ 31.90	\$ 32.95	\$ 34.02	\$ 35.08	\$ 36.12
10/1/2021	Guaranteed financial reopener for FY2022 beginning 6/1/2021										
<i>TBD</i>											
10/1/2022	Guaranteed financial reopener for FY2023 beginning 6/1/2022										
<i>TBD</i>											

Memorandum of Understanding

This Memorandum of Agreement is entered into between St. Cloud Metropolitan Transit Commission (hereafter "Metro Bus") and AFSCME Council 65, AFL-CIO, Local 748 (hereafter "Union"), Street Supervisors.

WHEREAS, Metro Bus and the Union are parties to a collective bargaining agreement effective October 1, 2020 through September 30, 2023; and

WHEREAS, on or about October 21, 2020, Metro Bus offered a Street Supervisor position to a current Metro Bus Operator. In attempt to comply with the current CBA language, it was apparent the current language contradicted itself in regard to starting pay and dates of future step increases for current Metro Bus employees promoted to a Street Supervisor position.

NOW, THEREFORE, the parties agree to enter into this Memorandum of Agreement to amend Article 5 Classification and Wages, Section 5 Step Increases with the following language.

Section 5. Step Increases. Employees full and part time shall receive increases based on their initial employment or their date of promotion into a street supervisor position. A step increase will be applied six (6) and twelve (12) months following initial employment or date of promotion into a street supervisor position, and every 12 months thereafter, until they reach the maximum wage step on the salary scale. Promoted employees have the ability to negotiate starting wage based on commensurate experience as determined by the Employer.

A Metro Bus employee promoted to a Street Supervisor position will retain their original date of hire for time off accruals.

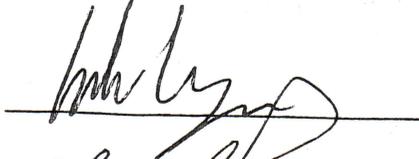
This Agreement shall not be admissible in any proceedings relating to a claim, agreements or disputes between Metro Bus and the Union or any member of the bargaining unit, except as it may relate to the enforcement of this Agreement.

This constitutes the entire agreement between the parties. The parties agree that there were no inducements or representations leading to the execution of this Agreement other than those contained in this document.

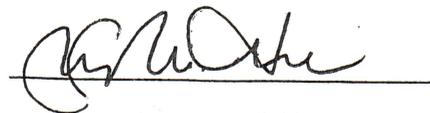
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the dates indicated by their respective signatures.

AFSCME Council 65, AFL-CIO
LOCAL 748

ST. CLOUD METROPOLITAN TRANSIT
COMMISSION



11-23-20
Date



11/24/2020
Date



11/23/2020
Date



Date