

**LABOR AGREEMENT
BETWEEN
THE CITY OF MANKATO
AND
LOCAL 2374, STATE COUNCIL 65**

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

2020-2021 CONTRACT

MASS TRANSIT UNIT

TABLE OF CONTENTS

	Page
ARTICLE 1 PURPOSE OF AGREEMENT	4
ARTICLE 2 RECOGNITION	4
ARTICLE 3 DEFINITION CLAUSE	4
ARTICLE 4 EMPLOYER SECURITY	6
ARTICLE 5 UNION SECURITY	6
ARTICLE 6 EMPLOYEE GRIEVANCE PROCEDURE	7
6.1 Definition of a Grievance	7
6.2 Union Representative.....	7
6.3 Processing of a Grievance	7
6.4 Procedure	8
6.5 Arbitrator's Authority.....	9
6.6 Waiver	9
6.7 Choice of Remedy	9
ARTICLE 7 SICK LEAVE	10
7.3 Safety Leave	10
ARTICLE 8 HOLIDAYS	11
ARTICLE 9 VACATIONS.....	13
ARTICLE 10 FUNERAL LEAVE	15
ARTICLE 11 LEAVES OF ABSENCE	15
11.2 Jury Duty.....	15
ARTICLE 12 UNIFORMS	15
ARTICLE 13 DISCIPLINE	16
ARTICLE 14 SENIORITY	16
14.7 Employee Promotion.....	17
ARTICLE 15 PROBATIONARY PERIOD	18
ARTICLE 16 INSURANCE	19
ARTICLE 17 HOURS OF WORK	19
17.3 Scheduling of Extra Hours	19
17.4 Bidding	20

TABLE OF CONTENTS - (Cont'd)

	<u>Page</u>
<i>ARTICLE 17 HOURS OF WORK- (Cont'd)</i>	
17.5 Vacancies	21
17.7 Rest Periods	22
17.8 Lunch Breaks.....	22
17.9 Cancellations	22
17.10 Travel Time.....	22
17.11 Allowable Days Off Work for Part-Time Employees	22
ARTICLE 18 LICENSE FEES.....	23
ARTICLE 19 OVERTIME.....	23
ARTICLE 20 GENERAL PROVISIONS	24
ARTICLE 21 WAIVER	24
ARTICLE 22 SAVINGS CLAUSE	25
ARTICLE 23 WAGES	25
23.2 Split Shift Premium.....	26
ARTICLE 24 STATE OF EMERGENCY	27
ARTICLE 25 DURATION OF AGREEMENT	28

LABOR AGREEMENT
Between
THE CITY OF MANKATO
and
LOCAL 2374, STATE COUNCIL 65
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

ARTICLE 1. PURPOSE OF AGREEMENT.

This AGREEMENT is entered into between the City of Mankato, hereinafter called the EMPLOYER, and Local 2374, State Council 65, American Federation of State, County and Municipal Employees, hereinafter called the UNION. It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning the interpretation and/or application of this AGREEMENT; and
- 1.2 Place in written form the agreement of the parties upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2. RECOGNITION.

2.1 The EMPLOYER recognizes the UNION as the exclusive representative pursuant to the provisions of Minnesota Statutes, Chapter 179A, for all employees of the Division of Mass Transit, excluding supervisory, confidential, and clerical employees.

ARTICLE 3. DEFINITION CLAUSE

- A. Base Rate. The employee's basic hourly pay rate exclusive of overtime premium or any other special allowance.
- B. Call-Back. Return of an employee to a specific work site or route to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.
- C. Days. Unless otherwise specified, means calendar days.

- D. Emergency. In filling a vacancy route, an emergency exists if the EMPLOYER is made aware of a scheduled driver unable to drive two (2) hours or less prior to the scheduled route
- E. Employer. City of Mankato, or designated representative.
- F. Employee. A member of the formally recognized bargaining unit.
- G. Full-Time Driver. Any full-time employee hired by the employer to operate City of Mankato buses and perform related tasks as determined by the employer. This employee will typically work forty (40) hours per week and be required to participate in the bidding process.
- H. Full-time Maintenance Employee. Any full-time employee hired by the employer to perform facility, equipment and light vehicle maintenance or any cleaning and related tasks as determined by the employer. It is recognized by the union that a maintenance employee may perform intermittent driving duties. This employee will typically work forty hours per week and not be required, or allowed, to participate in the bidding process
- I. Layoff. Elimination or reduction of employment for the following reasons:
 - (1) Shortage of work.
 - (2) Lack of funds.
 - (3) Reduction of the number of runs.
 - (4) Management decision that would not discredit the employee.
- J. Lunch Break. An unpaid break preferably during the mid-point of the total work shift.
- K. Overtime. One and one-half (1-1/2) times the employee's base pay rate
- L. Part-Time Driver. Any part-time employee hired by the employer to operate City of Mankato buses and perform related tasks as determined by the employer. This employee will typically work twenty nine and one half hours, or less hours, per week and be required to participate in the bidding process.
- M. Part-time Maintenance Employee. Any part-time employee hired by the employer to perform facility, equipment and light vehicle maintenance or any cleaning and related tasks as determined by the employer. It is recognized by the union that a maintenance employee may perform intermittent driving

duties. This employee will typically work twenty nine and one half hours, or less, per week and not be required, or allowed, to participate in the bidding process.

- N. Rest Breaks. Paid break due once every four (4) continuous hours, preferably during the mid-point of that time period.
- O. Run. Regularly scheduled route established in conformance to Article 17.4 (Bidding) on specified days and times according to the "bidding board."
- P. Union. Local 2374, State Council65, AFSCME.

ARTICLE 4. EMPLOYER SECURITY.

4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; set and amend budgets; to determine the utilization of technology; to establish and modify organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial functions not specifically limited by this AGREEMENT.

4.2 Any terms or conditions of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE 5. UNION SECURITY.

5.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly UNION dues. Monies so deducted shall be forwarded by the EMPLOYER as directed by the UNION. The deduction of union dues shall commence 30 days from the date of hire.

5.2 The UNION may designate employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such designation, and any changes in the position of stewards

5.3 The EMPLOYER shall make space available for a union bulletin board for posting UNION notices and announcements. The bulletin board shall be located by the drivers' bulletin board and drivers' mailboxes. The EMPLOYER shall send via email to

the designated UNION representative all postings for job opportunities within the City of Mankato.

5.4 Two (2) members of the UNION negotiating committee shall suffer no loss of wages during the negotiation process connected with this AGREEMENT or any subsequent agreements. A reasonable effort shall be made to schedule negotiating meetings during off hours.

5.5. The employer shall grant a union steward up to 15 minutes of unpaid time to meet with all new employees during a time that will not interfere with daily operations.

ARTICLE 6. EMPLOYEE GRIEVANCE PROCEDURE.

6.1 Definition of Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms of this AGREEMENT.

6.2 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, as provided by 5.3 of this AGREEMENT.

6.3 Processing of a Grievance. It is recognized and accepted by the UNION and 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 only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION representative shall have notified and received the approval of the designated supervisor who shall have determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

6.4 Procedure. Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

- A. Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The employee's supervisor will

then discuss and give, in writing, an answer to such Step 1 grievance within ten (10) calendar days after receipt. 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 provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) 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 ten (10) calendar days period shall be considered waived.

- B. Step 2. If appealed from Step 1, the written grievance shall be presented by the UNION and discussed with the Department Director (EMPLOYER designated representative). The EMPLOYER designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) 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 ten (10) calendar days shall be considered waived.
- C. Step 3. If appealed from Step 2, the written grievance shall be presented by the UNION and discussed with the City Manager (EMPLOYER designated representative). The EMPLOYER designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) 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 ten (10) calendar days period shall be considered waived.
- D. Step 4. A grievance not resolved 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 selection of an arbitrator shall be made in accordance with the "Rules Governing the

Arbitration of Grievances" as established by the Public Employment Labor Relations Board.

6.5 Arbitrator's Authority.

- A. It is expressly agreed by the parties that the arbitrator shall have no authority to amend, nullify, add to, or subtract from the terms 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 have no authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. Both parties to this AGREEMENT recognize that the efficient administration of the AGREEMENT requires a prompt decision by the arbitrator. The parties therefore expect the arbitrator to render an award within thirty (30) calendar days whenever possible. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation of 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.

6.6 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.

6.7 Choice of Remedy. If, as a result of the written EMPLOYER response in Step

3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of any employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 6, or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any other procedure other than Step 4 of Article 6, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 6. The aggrieved employee shall indicate in writing which procedure is to be utilized, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 6.

ARTICLE 7. SICK LEAVE.

7.1 Each full-time employee who has been continuously employed for a period of six (6) months or longer shall be eligible for sick leave accumulation and use. Sick leave shall be accrued at the rate of eight (8) hours for each month of service beginning with the date of employment with the EMPLOYER. All unused sick leave will be allowed to accumulate without limit until separation from employment.

7.2 Sick leave shall not be granted in less than one-half (1/2) hour periods. Sick leave shall be granted only in case of necessity and actual sickness or disabling injury to the employee or the employee's child. Employees may use up to 160 hours cumulatively of accrued sick leave in a calendar year for the care of immediate family members as listed: spouse, siblings, adult children, grandchildren, parents, mother-in-law, father-in-law, grandparents and step parents who are sick or have a disabling injury.

7.3 Safety Leave. Employees may use accrued sick leave for Safety Leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking.

7.4 In the event of illness or the use of sick leave, the employee shall call in at least one (1) hour prior to the start of the shift.

7.5 In case of disability caused by the sickness or injury of an employee and covered by Worker's Compensation, the EMPLOYER shall pay to the employee only such sums as together with Worker's Compensation payments will equal the employee's normal weekly wage. In such cases, the time deducted from accumulated sick leave shall

be in the same amount as the portion of wages paid by the EMPLOYER bears on the entire pay of the employee.

7.6 No sick leave shall be paid to employees while actually working either for the EMPLOYER or others. No sick leave shall be paid to anyone after relationship of EMPLOYER and employee has terminated by resignation, retirement, dismissal or death.

7.7 A doctor's certificate may be required by the EMPLOYER after three (3) consecutive days illness, or when the EMPLOYER suspects the employee has or may have abused or may be abusing sick leave. The doctor's certificate shall be obtained at the expense of the employee.

7.8 At the time of separation, after five (5) years employment, from the service of the EMPLOYER due to death, retirement, dismissal or any other cause, the employee shall be paid an amount equal to twenty-five percent (25%) of all accumulated sick leave. The amount shall be based upon the hourly wage of the employee at the time of separation.

7.9 Upon separation of employment, all payout amounts of accrued sick leave for which an employee is eligible will be placed in the employee's Health Care Savings Plan. Beginning the first of the month in which an employee reaches 5 years of service, employees will contribute 1 hour of sick leave from their accrual balance per pay period to their HCSP account.

ARTICLE 8. HOLIDAYS.

8.1 The following days are established as holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Employees shall receive a bank of forty (40) hours of holiday time in lieu of four (4) holidays (Martin Luther King, Jr. Day, Presidents Day, Veterans' Day,-the Friday after Thanksgiving) each year and the previous floating holiday, credited to them the first pay period of the year. Holiday bank time is to be taken in the same fashion as vacations. Employees will be paid in the last pay period of the year for unused holiday bank hours

from the current year.

8.2 Newly hired employees after the first pay period of the year will receive the prorated amount of holidays remaining in the year into their bank. Floating holidays are granted on January 1st of each year. To be eligible for one floating holiday, employees must be on the payroll January 1st of that year as a regular full-time employee.

8.3 Employees who separate from employment after the first pay period of the year and leave in good standing will be paid out for the prorated designated holidays, as well as the floating holiday remaining in the floating holiday bank. Employees who have used all holidays will need to reimburse back the prorated holidays remaining in the year.

8.4 If a full-time employee is not scheduled to work on a holiday which occurs on a Saturday, the preceding Friday shall be the holiday. If a regular full-time employee is not scheduled to work on a holiday which occurs on a Sunday, the following Monday shall be the holiday.

8.5 The EMPLOYER shall have and retain the right to schedule employees entitled to holidays to work on any holiday, provided that the employees contacted for work on these days shall be selected on the basis of classification seniority. If no employee voluntarily agrees to work, the vacancy will be assigned based on inverse classification seniority, and further provided that any employees required to work on any holiday shall be paid one and one-half (1-1/2) of their regular rate of pay in addition to holiday pay for all hours worked on the holiday.

8.6 An employee on vacation shall not be charged a vacation day for a holiday which falls during his/her vacation period.

ARTICLE 9. VACATIONS.

9.1 All full-time employees shall receive and accumulate annual vacation on the following basis to a maximum of 400 hours:

Years of Continuous	Hours Earned Per Year	Hours Accrued Per Month
0-5	80 hours (10 days)	6.66 hours
6 - 14	120 hours (15 days)	10 .00 hours
15 - 20	160 hours (20 days)	13.33 hours
<u>21+</u>	160 hours (20 days), plus 8 hours per year for every year over 20 years, to a maximum accumulation of 240 hours per year.	varies with years of service over 20

9.2 A full-time employee will accrue vacation during the first six (6) month period of employment. Six (6) months after the date on which the employee became a full- time employee, said employee may start to use said accrued vacation.

9.3 A leave of absence approved by the EMPLOYER shall not constitute a break in continuous service for the purpose of this Article, provided that no employee shall earn any vacation during an unpaid leave of absence.

9.4 A full-time employee entitled to vacation shall request permission from the appropriate supervisor at least twenty-one (21) days prior to taking any vacation for more than two (2) consecutive days. The supervisor shall notify the employee in writing of his/her permission or denial fifteen (15) days prior to the effective date of the vacation period on requests for more than two (2) days. In cases where the number of employees on vacation at one time must be limited, requests for time off shall be considered on a first come first served basis.

9.5 A full-time employee shall be allowed to take vacation each year.

9.6 Any full-time employee of the EMPLOYER leaving the service of the EMPLOYER shall be compensated for vacation leave accrued to the day of separation of the employee's last full-time pay, provided the following:

A. Must give at least two (2) weeks' notice in writing of termination of

employment.

B. Must not be terminated due to misconduct.

If any of these apply, an employee will not be eligible for payment of earned but unused vacation, unless required by state law. The waiver provision contained in this Paragraph may be grieved through the third step of the grievance procedure, but is not subject to arbitration.

9.7 No employee shall be permitted to waive vacation for the purpose of receiving double pay.

9.8 No vacation time shall be granted or taken for a period of less than one-half (1/2) hour. In the event an employee takes vacation for a fraction thereof, the employee shall be charged one-half (1/2) full hour for such fraction.

9.9 Effective January 1, 1996, on an annual basis, a regular full-time employee may elect to receive a minimum of one (1) week additional vacation in lieu of one (1) week of the employee's salary, with prior approval of the employee's Department Director and City Manager as indicated in the City's Vacation Purchase Policy.

9.10 Employees may participate in the City of Mankato's Vacation Sell Back Program.

ARTICLE 10. FUNERAL LEAVE.

10.1 A full-time employee shall be granted funeral leave, to be charged against sick leave, of up to three (3) consecutive eight (8) hour days, one of which must be the day of the funeral in the event of death to the employee's spouse or child, step child, adopted child, foster child, father, mother, sister, brother, mother-in-law, father-in-law, grandparent or grandchild.

10.2 Part-time drivers shall receive funeral leave, up to three (3) consecutive days, one of which must be the day of the funeral in accordance with the individuals as mentioned in Article 10.1 above. These days will not count against allowable days off as listed in Article 17.12.

ARTICLE 11. LEAVES OF ABSENCE.

11.1 A leave of absence without pay for a reasonable period not to exceed one (1) year shall be granted without loss of seniority for:

- A. Service in an elected UNION position;
- B. Service in an appointed position with the Council or International UNION;
- C. Illness (physical or mental);
- D. Maternity, paternity and adoption;
- E. Military Duty.

11.2 Jury Duty. An employee shall be granted a leave of absence for service on a jury, in which event such employee shall be compensated by the EMPLOYER for the difference between the regular pay of the employee and the compensation received by such employee for jury service. Once such an employee is excused from jury service, such employee shall immediately return to work if scheduled for work at the time excused.

11.3 A leave of absence shall be granted to only one (1) employee at a time and only on condition that, in the judgment of the EMPLOYER, such leave will not reduce the quality or level of service to the public.

ARTICLE 12. UNIFORMS.

12.1 The EMPLOYER shall provide all uniforms required by the EMPLOYER to be worn by employees during the course of employment. The decision as to whether uniforms shall be required and, if required, the type of uniform to be worn by employees shall be made, and may be changed during the term of this AGREEMENT, solely by the EMPLOYER.

12.2 Employees shall have the option of wearing Bermuda type shorts, as long as they match the existing color of uniform pants or are deemed appropriate by the EMPLOYER. Any type of athletic or print style shorts is prohibited. The employee must provide this item of clothing.

12.3 The EMPLOYER will reimburse the employees required to wear safety toed shoes or boots once every two (2) years in the maximum amount of two hundred dollars (\$200.00) upon receiving receipt from said employees.

ARTICLE 13. DISCIPLINE.

13.1 The EMPLOYER shall have and retain the right to discipline employees by verbal reprimand, written reprimand, suspension, demotion, or discharge, provided that discipline shall be for just cause.

13.2 The UNION and the employee who is reprimanded by written reprimand, suspension, demotion or discharge shall be given a written notice of such written reprimand, suspension, demotion or discharge containing the grounds for the disciplinary action.

13.3 An employee shall be allowed to inspect the contents of the City's personnel file on the employee during his/her own time and shall be provided with a copy of any entries to the personnel file requested by the employee.

13.4 No written allegations shall be used as a basis for discipline unless the allegation has been made a part of the personnel file on said employee. Human Resources shall maintain only one official personnel file for each employee.

13.5 An employee shall be allowed UNION representation at any step of the discipline process if the employee requests said representation.

ARTICLE 14. SENIORITY.

14.1 Seniority for both full- and part-time shall be determined by the date that an employee drives their first scheduled run with the Division of Mass Transit. In the event of more than one employee starting their first scheduled run on the same day, Seniority date will be determined by the following criteria: Employee first to hold the required CDL license. (One day will be added to the employees first run date as their new seniority date).

If CDL cannot be used as a tie breaker then Interview ranking will be used. There shall be two seniority lists: A full-time driver seniority list and a part-time driver seniority list. The EMPLOYER shall provide both seniority lists to the UNION the first week of January each calendar year. The Union shall have fifteen (15) days from the date of receipt to seek modifications of the lists. Seniority for employees in the maintenance employee classification shall be determined by the employee's first day of work within the Transit Division.

14.2 Any reduction of the work force shall be accomplished on the basis of inverse seniority. In case of a layoff, an employee shall be given fourteen (14) calendar days' notice, except in the case of emergency or layoff of less than five (5) calendar days duration, or as a result of a condition which results in a lack of work over which the EMPLOYER is not given thirty (30) calendar days' notice. Full-time employees who may be reduced due to cancellation of the number of full-time runs shall be put on the extra board to assure they will retain their full-time status

14.3 If a full-time driver is placed involuntarily in part-time status, the break in service from full-time to part-time will not constitute a break in the employee's continuous employment in the event the employee returns to full-time status.

14.4 Employees shall be recalled from layoff on the inverse order of the layoff. An employee on layoff shall have the opportunity to return to work within one (1) year of the date of layoff before any new employee is hired. Recall notification shall be by certified mail with the employee having fourteen (14) calendar days to return to work to retain the employee's seniority rights, unless the employee and the EMPLOYER mutually agree, in writing, to a time extension.

14.5 Bus drivers may select voluntary layoff without loss of seniority during summer months by bidding for a route that is not in operation over the summer and by not bidding for a Saturday/Sunday run. If the employer can not cover vacancies with active part-time drivers or full-time drivers over the summer months, the employer reserves the right to contact drivers on the basis of seniority that have bid to be off for the summer in order to meet operational requirements. The twenty-nine and one half (29.5) threshold applies equally to active drivers as well as drivers that have bid to be off for the summer.

14.6 Employee Promotion. If an employee is promoted out of the UNION ranks, said employee shall retain all seniority rights up to the date of the promotion. If the employee reverts back to UNION ranks (no longer a management supervisor), said employee's seniority rights will be reinstated effective the date the employee left the UNION membership. This reinstatement of UNION seniority rights will be allowable only during the eligibility period, which is seven (7) months following promotion acceptance date.

14.7 Employees who resign in good standing shall retain their seniority and salary

schedule placement for one year from their date of resignation. Full-time drivers who return to work in a part-time capacity shall be placed at the bottom of the part-time seniority list. Full-time drivers who voluntarily, and done so without a break in service, move to a part-time position shall carry their original hire date to the part-time seniority roster.

14.8 The accrual of seniority shall commence upon the employee driving his/her first route. Seniority shall be computed by days. Seniority shall not accrue during the period of time an employee has voluntarily separated their employment with Mass Transit. Should a former employee return to Mass Transit within one year of separation as set out in Article 14.8, his/her seniority will begin to accrue again the day he/she drives their first route following return. Example of calculation of union seniority for transit union members:

- December 14, 2016 – August 31, 2017 = 260 days
- 260 days added to the original seniority date of August 22, 2016 = May 9, 2017
- New seniority start date = MAY 9, 2017

Initial hire date	July 10, 2016
Date first run is driven	August 22, 2016
Separation date	December 14, 2016
Rehire date	August 8, 2017
Date first run is driven	August 31, 2017
No. of days without seniority	260 days

ARTICLE 15. PROBATIONARY PERIOD.

The probationary period for full-time and part-time employees shall be for a period of six (6) months beginning on the employee's date of hire. Time spent as a seasonal City employee or an employee of another division within the City shall not reduce the probationary period.

15.1 If a part-time employee is promoted to full-time the amount of time spent as a part-time employee shall be credited to the probationary period normally served by new hires. Part-time employees who are promoted to full-time shall not serve a second probationary period.

ARTICLE 16. INSURANCE.

16.1 The EMPLOYER will contribute ninety percent (90%) of the premium cost and the employee will contribute ten percent (10%) of the premium cost for dependent coverage for the City's health insurance plan with the lowest cost premium for full-time employees. The EMPLOYER will contribute one hundred percent (100%) of the premium cost for single coverage under the City's health insurance plan with the lowest cost premium. Employees will pay the difference between the lowest cost health plan and a higher price plan they may select, in addition to any excise taxes (Cadillac taxes) associated with the higher priced plan.

16.2 The EMPLOYER will pay to any employee an insurance rebate to those employees who decide to take single health insurance coverage instead of dependent/family health insurance. This rebate will be as follows:

- A \$322 / month Traditional Plan
- B. \$250 / month Double Gold Limited with Co-Pay

Employees hired after January 1, 2009 will not be eligible for the insurance rebate. Effective January 1, 2009, employees will not be eligible for the insurance rebate if they switch from dependent family to single coverage.

16.3 All full-time employees shall be eligible to participate in the City's 125 Flexible Benefits program.

ARTICLE 17. HOURS OF WORK.

17.1 The EMPLOYER will try to schedule the working shift of full-time employees over a period not to exceed twelve (12) hours. However, should this not be possible and there are no drivers who bid on a schedule extending over twelve (12) hours, the UNION recognizes the EMPLOYER will exercise its right to recruit additional drivers to fill the position. Days off caused by this action shall be considered voluntary leaves of absence without pay.

17.2 All employees' schedules shall be posted fourteen (14) calendar days in advance of the effective date. However, it is recognized the employer may temporarily change an employee's schedule to maintain an operating schedule.

17.3 Scheduling of Extra Hours. Once extra hours have been assigned, those

hours shall be considered scheduled hours and become part of the employees' bid.

17.4 Bidding. Three (3) times a year, (first day of Fall semester class at MSU, first day of Spring semester class at MSU, and first Monday following the last final exam day of Spring semester at MSU) all runs shall be posted for both full-time and part-time drivers.

17.41 All drivers shall be given notice sixty (60) calendar days prior to the effective date of the bidding. First round bid, the first seven (7) calendar days following the notice, the top one- third (1/3) of the senior drivers shall bid; the next seven (7) calendar days, the next one- third of the senior drivers shall bid; and the last seven (7) calendar days, the least senior drivers shall bid. Second round, the same rotation as above with three (3) calendar days each to bid, in the event a driver is gone during his/her seven (7) day calendar period, he/she can submit their bid in writing to the employee's supervisor as designated by the EMPLOYER prior to their leave of absence. Thirty (30) calendar days prior to the posting, bidding will close.

17.42 All drivers will go through a two round seniority bidding process following schedule in 17.41. First round will be for the Monday – Sunday runs. To be eligible for a Saturday – Sunday run, employees will need to bid for a Monday – Friday run. Employees may bid more than one Saturday/Sunday run.

Second round, all open runs will open to individual day runs. Employees will have the opportunity to bid for individual runs following the seniority rotation as stated in 17.41, with the exception each third of the employees will receive three (3) days each to make their bid.

Part-time employees may not bid a schedule that would result in working more than twenty-nine and one-half (29.5) hours per week.

All employees hired after the bid board process is complete can select open runs and be placed on the bid board.

17.43 If more than one part time driver bid on the same run, the senior employee shall be given the run. If more than one full-time driver bid on the same run, the senior employee shall be given the run.

17.44 If a scheduled run remains unfilled, the EMPLOYER may assign the least senior employee to the run within ten (10) calendar days.

17.45 In the event an employee has a conflict arising after the bidding process has been completed, the driver with approval of the immediate supervisor, and the other affected employee, may arrange to switch runs.

Employees shall be allowed to switch to an open or vacated run.

Runs will be posted on the employees' bulletin board seven (7) days, and the most senior employee who desires to switch may do so with the approval of the employer. Schedule changes will be in written form.

17.46 The EMPLOYER shall not be required to re-open the bid board to accommodate any requested switch. If a driver does not sign the bid-board during her/his bidding period, the driver shall not be permitted to bump a less senior driver who has bid during her/his bid period. In the event a driver fails to bid during their bid period she/he will only be permitted to bid for runs that remain available.

17.47 An employee defined as a maintenance worker by the employer shall not be required, or have the option, to bid on full or part-time driving runs during the bidding process. However, the Union recognizes that any maintenance employee may, in certain circumstances, be used intermittently to fill in a run/shift until a full or part-time driver becomes available.

17.5 Vacancies. Full-time drivers working on the extra board may cover the available hours driving or work in other capacities as determined by supervisory personnel. In the event there are not enough full-time drivers available from the extra board to cover the open hours, part-time drivers may be offered driving route hours based on seniority, as long as the additional Work does not place the part-time employee over the twenty-nine and one half (29.5) hour threshold. In the event the additional hours of work would put the most available part-time senior employee over twenty-nine and one half (29.5) hours for the week, the extra hours may be offered down the part-time seniority list to the first junior employee who can absorb the additional work without exceeding the twenty-nine and one half (29.5) hour threshold. If vacancies still cannot be voluntarily covered without exceeding the twenty-nine and one half (29.5) hour threshold, full-time personnel may be offered overtime to fill vacancies.

17.6 The following methods will constitute due diligence on the part of the EMPLOYER regarding attempts to make contact with employees for the purpose of

complying with seniority requirements for filling open shifts:

- Text Message
- Phone call
- Voicemail
- Two-way radio

17.7 Rest Periods.

- A. Part-Time Employees: 15 minute break for continuous hours worked that exceed four and one-half (4.50) hours. Every effort will be made to schedule the rest period during the mid-point of the employee's schedule.
- B. Full-Time Employees: 15 minute break for each four (4.00) continuous hours worked. Every effort will be made to schedule the rest period during the mid-point of the employee's schedule.

17.8 Lunch Breaks. All employees who work an eight (8) hour shift shall receive a minimum, unpaid thirty (30) minute lunch break. Every effort will be made to schedule this unpaid lunch break at the mid-point of the work shift.

17.9 Cancellations. All employees will receive a minimum of two (2) hours pay for reporting for scheduled work of two (2) hours or more. If the scheduled work is less than two (2) hours, then the minimum payment shall be at least fifty percent (50%) of the time scheduled. If an emergency, other than weather, occurs that in management's opinion requires cancellation of the schedule, the EMPLOYER must contact all affected employees at least one (1) hour prior to the scheduled time. If so contacted, the EMPLOYER shall not be responsible for a two (2) hour minimum pay. If an employee does not have a telephone, it becomes the employee's responsibility to contact the Employer to ascertain if any schedules have been cancelled. If weather conditions exist which threaten the transit operation, it is the employee's responsibility to contact the Employer to ascertain if any schedules have been canceled.

17.10 Travel Time. The employer shall provide transportation for employees to and from 501 South Victory Drive to all remote shift change locations. The appropriate time needed to travel between shift-change locations will be included in the run hours of work. Travel time will not apply to shift changes that occur at 501 South Victory Drive.

17.11 Allowable Days off Work for Part-Time Employees. Part-time employees will

be allowed to take days off from work in accordance with the following schedule.

- 1 day - 4 years 10 days allowed off work
- 5 years - 9 years 15 days allowed off work
- 10 years - 14 years 20 days allowed off work
- 15 years - 19 years 25 days allowed off work
- 20 years - 24 years 30 days allowed off work
- 25 years - 30 years 35 days allowed off work

A part-time driver may need additional days off beyond the allowable number of days as set out in the aforementioned chart. A part-time driver seeking additional days off shall submit in writing her/his request to the EMPLOYER for consideration. The EMPLOYER shall submit in writing a response to the employee.

The following shall not be charged against an employee as a requested day off:

- (a) Sick day
- (b) Runs that are bid but not in operation over the summer.

ARTICLE 18. LICENSE FEES.

18.1 The EMPLOYER will pay for all employee FTA DOT physicals required for employees to maintain their commercial driver’s license. The Mankato Clinic Urgent Care Occupational Medicine is the City’s preferred provider for employee FTA DOT physicals. Generally, employees’ initial FTA DOT physicals upon hire and employees’ annual recertification FTA DOT physicals will be completed at the Mankato Clinic Urgent Care Occupational Medicine. Employees’ annual recertification FTA DOT physicals may be completed by a physician on the DOT Certified Physicians List.

All FTA DOT physicals submitted to the City for federal compliance shall be completed by a certified physician. For the purposes of this Article, a certified physician is defined as a Medical Doctor, Nurse Practitioner or Physician Assistant. The Union and EMPLOYER will agree to a list of certified physicians, preferably specializing in Occupational Medicine (“DOT Certified Physicians List”). In the event the employee requires more than one physical per eleven (11) month period to maintain their commercial driver’s license, the employee shall contact the EMPLOYER to receive the list

of approved certified physicians, and the physical shall be completed by physicians on the DOT Certified Physicians List.

The DOT Certified Physicians List will be kept and maintained by the EMPLOYER with notice to the Union.

ARTICLE 19. OVERTIME.

19.1 All employees working in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate of pay.

19.2 Anyone called in, not in accordance with their posted schedule, shall be paid a minimum of two (2) hours at the appropriate rate of pay. An extension to the employee's regular shift shall not qualify for the two (2) hour minimum pay provision of this Section.

19.3 Employees have the obligation to answer call backs if requested by EMPLOYER, unless unusual circumstances prevent the employee from so answering.

ARTICLE 20. GENERAL PROVISIONS.

20.1 The EMPLOYER reserves the right to establish work rules that are not in violation of or in conflict with the terms and conditions of this AGREEMENT. Copies of all existing work rules shall be posted on employee bulletin boards. Any new or amended work rules will be posted as far in advance of the effective date as practicable.

20.2 The employees shall be allowed free transportation during working hours within the City of Mankato Mass Transit System.

20.3 If an employee is checked out or assigned any items, such as books, monies, or tools belonging to the EMPLOYER, employee shall be responsible and liable for their accountability. If those items are lost or stolen, the employee will be responsible to report said incident to the appropriate authorities, as determined by management. If not complied with, the employee then accepts a personal liability for said items.

ARTICLE 21. WAIVER.

21.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with

the provisions of this AGREEMENT, are hereby superseded.

21.2 The parties mutually agree that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals in respect to any term or condition of employment defined by law as bargainable. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unequivocally waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by this AGREEMENT or with respect to any term or condition covered by this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms and conditions may not have been with the knowledge or contemplation of either or both of the parties at the time that this contract was negotiated or executed.

ARTICLE 22. SAVINGS CLAUSE.

22.1 This AGREEMENT is subject to the law. In the event any provision of this AGREEMENT shall be held to be contrary to law by 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, provided that all other provisions of this AGREEMENT shall continue in full force and effect Any such voided provision may be renegotiated at the written request of either party.

ARTICLE 23. WAGES.

Full- and Part-Time Bus Drivers & Maintenance Workers						
	Start	Step 1	Step 2	Step 3	Step 4	Step 5-
<u>2020</u> January 1	<u>\$18.02</u>	<u>\$18.93</u>	<u>\$20.26</u>	<u>\$21.37</u>	<u>\$22.67</u>	<u>\$23.57</u>
<u>2021</u> January 1	<u>\$18.29</u>	<u>\$19.31</u>	<u>\$20.67</u>	<u>\$21.80</u>	<u>\$23.18</u>	<u>\$24.40</u>

*Step 5: 10 year step renewed annually based on satisfactory performance as determined by the supervisor.

The 2020-2021 pay plan has been adjusted to reflect general increases to individual step as follows: Effective January 1, 2020, Steps – Entry and steps 2-4 will receive a three percent (3%) increase; Step 1 will receive a two percent (2%) increase and step 5 will receive a four percent (4%) increase. Effective January 1, 2021, Entry step will receive a one and one-half percent (1.5%) increase, Steps 1-3 will receive a two percent (2%) increase, step 4 will receive a two and one-quarter percent (2.25%) increase and Step 5 will receive a three and one-half percent (3.5%) increase. On January 1 of each year, all regular full-time and part-time UNION employees will receive the wage adjustment over their previous year's wage in accordance with the wage schedule above. Employees will move to the next step on the pay plan on the first full pay period after their anniversary date each year. In lieu of participation in the City of Mankato's merit plan or longevity, employees are entitled to move to Step 5 of the pay schedule after 10 years of service. Eligibility for Step 5 will be reviewed annually and will be dependent upon satisfactory performance as determined by the supervisor.

23.2 Split Shift Premium. Any employee working a split shift with a break of less than one (1) hour in an employee's schedule shall receive a premium of \$12.50 hour per day when working this shift.

23.3 The EMPLOYER will generally attempt to hire new employees at the Starting Bus Driver level of the wage schedule unless experience or qualifications so indicate a different placement on the schedule. A new hire shall not be placed at a step greater than the current lowest paid employee.

23.4 Drivers performing the Mobility Bus runs shall receive seventy-five (\$.75) per hour in addition to their regular base pay while driving the Mobility Bus run. They will receive their normal rate of pay when driving a regular route.

23.5 Individuals working as Dispatcher on any Monday - Saturday shall receive an additional seventy-five (\$.75) per hour in addition to their regular base pay while on duty as a dispatcher.

23.6 Employees who have not met their full license requirement shall be paid one

dollar \$1.00 less per hour than above starting rate of pay.

ARTICLE 24. STATE OF EMERGENCY.

24.1 All employees are emergency-disaster workers subject to such disaster service activities as may be assigned to them by their supervisors, including emergency preparedness activities.

24.2 In the event of a State of Emergency declared by the President or Governor, employees will report to work at their normal work time to their usual place of work, unless otherwise directed by a supervisor. Normal work hours may be modified as the EMPLOYER determines is necessary to meet the need to provide emergency disaster services, and employees will be notified of changes to their work hours as soon as practicable.

24.3 The EMPLOYER may assign employees to perform work outside their normal duties and responsibilities as the EMPLOYER determines is necessary to provide emergency disaster services.

24.4 The EMPLOYER will provide employees with available protection as appropriate for the nature of the disaster and disaster service activities, such as vaccinations and protective clothing, while they are engaged in disaster service activities.

24.5 In the event of a disaster, the timelines set forth in this AGREEMENT will be suspended, including but not limited to, payroll actions, job posting periods, grievance procedure, work schedule changes, probation periods, and collective bargaining negotiations.

24.6 The failure to report to work and/or perform assigned duties as directed by management during a declared State of Emergency may be cause for disciplinary action up to and including termination.

24.7 The EMPLOYER may take whatever actions may be necessary to carry out the missions of the EMPLOYER in a declared emergency.

ARTICLE 25. DURATION OF AGREEMENT.

This AGREEMENT shall be effective as of the 1st day of January, 2020 and shall remain in full force and effect until the 31st day of December 2021 and shall be automatically renewed from year to year thereafter, unless negotiations are instituted by August 1, 2021 or the first day of August in any effective year of this AGREEMENT thereafter.

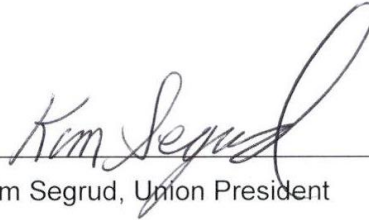
In witness whereof, the parties hereto have executed this AGREEMENT on this 6th day of Feb, 2020,

FOR THE CITY OF MANKATO

FOR AFSCME LOCAL 2374



Patrick Hentges, City Manager



Kim Segrud, Union President



John Rostad, Business Agent

afscme_labor contract 2020_2021 final 2020_01_29

**MEMORANDUM OF UNDERSTANDING
Between**

**The City of Mankato
and**

American Federation of State, County and Municipal Employees

AFSCME Local 2374-State Council 65

Lead Bus Driver Differential

This Memorandum of Understanding is entered into between the City of Mankato (hereafter "City") and American Federation of State, County and Municipal Employees (AFSCME) Local 2374 (hereafter "Union") relating to Lead Bus Driver differential.

WHEREAS, The City and the Union are parties to a collective bargaining agreement (hereafter "CBA") and;

WHEREAS, the City is examining ways to enhance productivity and efficiencies and has identified a strategy for consideration involving assigning daily lead work tasks to full-time bus drivers.

NOW, THEREFORE, it is understood that full-time bus drivers will have an opportunity to submit a letter of interest for an opportunity for a lead bus driver task assignment. The City may designate and train multiple drivers for the opportunity to be placed in a lead role during the course of a day and to also receive lead differential pay while working in a lead capacity; and

NOW, THEREFORE, it is further understood that lead differential pay will not be paid for time not in a lead role such as paid time off or regular driver route assignments; and

NOW, THEREFORE, it is understood that lead differential pay will be at a rate of \$1.50 over the bus driver's base wages when working in a Lead capacity.

IT IS FURTHER UNDERSTOOD, that this memorandum of understanding is based upon the unique circumstances of the present examination of alternative staffing arrangements and shall not constitute a precedent with respect to any other claim, grievance or dispute arising between City and the Union or any member of the bargaining unit.

In Witness Whereof, the parties have caused this Memorandum of Understanding to be executed this 9 day of March, 2020.

For the City of Mankato:



Patrick Hentges, City Manager

AFSCME LOCAL NO. 2374



Business Agent



Local Representative