

**AGREEMENT**

**BETWEEN**

**CENTRAL COMMUNITY  
TRANSIT**

**AND**

**AFSCME - COUNCIL NO. 65**

**JANUARY 1, 2019 - DECEMBER 31, 2020**

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## **PREAMBLE**

This Agreement entered into by Central Community Transit, hereinafter referred to as the Employer, and Council No. 65 American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union,

It is the intent and purpose of this Agreement to: (i) set forth herein the full and complete agreement between the parties concerning rates of pay, hours of work, and other conditions of employment; and (ii) establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application.

## **ARTICLE 1 RECOGNITION**

The Employer hereby recognizes the American Federation of State, County, and Municipal Employees, Council No. 65, as the exclusive representative under Minnesota Statute 179A.12 for public employees of the Employer within the meaning of Minnesota Statutes, Section 179A.03 Subd. 14, excluding supervisory and confidential employees, as certified by the State of Minnesota Bureau of Mediation Services.

## **ARTICLE 2 UNION SECURITY**

### **SECTION A**

1. In recognition of the Union as the Exclusive Representative, the Employer shall deduct each pay period an amount sufficient to provide the payment of regular dues or other amounts established by the Union from the wages of all employees authorizing in writing such deductions.

The amount of Union dues to be deducted shall be certified to the Employer by the Union. Such monies shall be remitted as directed by the Union.

2. The Employer agrees not to discriminate between employees on the basis of Union membership or non-membership.
3. The Union agrees to indemnify and hold the Employer harmless from any and all action, suits, claims, damages, judgments, or any other form of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future arising out of or by reason by any action taken or not taken by the Employer pursuant to this Article, including the payment of attorney's fees incurred in such defense whether or not a legal action is commenced.

## SECTION B

This Employer agrees to recognize no more than three stewards certified by the Union as provided by this Agreement. The Employer agrees to allow stewards a reasonable amount of time for the purpose of conducting duties of the exclusive representative. The steward shall request and get approval from the immediate supervisor for time off for such purposes.

## SECTION C

1. The Employer agrees to allow the Union use of designated bulletin board space for the purpose of posting notices of Union meetings, elections, appointment of office, recreation or social affairs, or related items, which shall not be personal, political in nature, or detrimental to the Employer.
2. The Union agrees to limit the posting of any materials to bulletin board space designated by the Employer. The Union may also use e-mail to notify its members of Union meetings and events.

## SECTION D

The Union agrees to represent all members of the bargaining unit fairly without regard to Union membership or non-membership or other factor.

# **ARTICLE 3 EMPLOYER AUTHORITY**

## SECTION A

It is recognized by both parties that except as expressly stated herein, the Employer shall retain whatever rights and authority necessary to operate and direct the affairs of Employer in all of its various aspects, including, but not limited to:

1. Operate and manage affairs in all respects in accordance with existing and future laws and regulations or appropriate authorities including personnel policies and work rules;
2. Maintain the efficiency of the government operations;
3. Take whatever actions may be necessary to carry out the missions of the Employer in emergencies.
4. Operate and manage all manpower, facilities, and equipment;
5. Establish functions and programs;
6. Set and amend budgets;
7. Determine the utilization of technology;
8. Establish and modify the organizational structure,
9. Select, direct, and determine the number of personnel;
10. Establish work schedules, shifts, and hours;
11. Contract for goods and services;
12. Make and enforce reasonable rules and regulations;
13. Hire, promote, assign and transfer Employees;

14. Demote, suspend, discipline and discharge Employees;
15. Lay off Employees;
16. Assign duties, tasks, jobs, hours, shifts; and overtime to Employees; and
17. Perform any inherent managerial function not specifically limited by this Agreement.

#### SECTION B

Any term and condition 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 4 HOURS OF WORK**

#### SECTION A

The normal work week for full-time employees will be forty (40) hours per week, Nothing in this Article shall be construed as a guarantee of hours of work per day or per week.

#### SECTION B

During the work day, employees will be granted a 15 minute paid rest break for every 4 hours worked.

#### SECTION C

During a work day of 8 hours or longer, employees will be granted at least a thirty (30) minute unpaid lunch.

#### SECTION D OVERTIME

Over-time pay shall be paid at a rate of 1 ½ times the employee's regular rate of pay for each hour worked over 8 hours in a day; or in excess of forty (40) hours in a work week. Designated extended routes shall receive overtime pay after forty (40) hours per week. Overtime pay shall not be paid more than once for the same hours worked under any provision of this agreement. Holiday and any other paid time off does not count toward "hours worked".

Compensatory time off in lieu of overtime pay for hours worked in excess of 40 shall be allowed at the rate of one and one half hours off for each hour worked with supervisor approval. Compensatory time earned in a calendar year and accumulated at any time may not exceed 40 hours. Employees may request and use compensatory time off in the same manner as other leave requests.

#### SECTION E

Employees may work substitution schedules where the substitution is voluntarily undertaken and agreed to solely by the employees and approved by the Employer. The

trade time will not be considered in calculation of the hours for which either employee is entitled to over-time compensation.

**SECTION F**

Employees are not prohibited from having outside employment provided it is not a conflict with state law or Employer conflict of interest policies. Part-time employees with outside employment shall notify the Employer when such employment may conflict with any potential scheduled work in advance.

**ARTICLE 5**  
**HOLIDAYS**

**SECTION A**

All regular full-time employees who have completed their training period are entitled to the following ten holidays and two partial holidays with pay per calendar year.

Regular part-time employees who have completed their training period and work a minimum of 10 hours in the pay period preceding the holiday will be entitled to pro-rated holiday pay based on the number of hours they would normally be scheduled to work on the day of the week designated as the holiday, and they shall be paid only for the number of hours they would have worked.

**SECTION B—HOLIDAYS**

New Year's Day	Labor Day
Martin Luther King Day (Base Service)	Veteran's Day (Base Service)
President's Day (Base Service)	Thanksgiving Day
Good Friday (after 12 pm)	Day after Thanksgiving (Base Service)
Memorial Day	Christmas Eve (after 12 pm)
Independence Day	Christmas Day

When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on a Saturday, the preceding day shall be observed as the holiday.

When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on a Sunday, the following day shall be observed as the holiday..

**SECTION C**

Essential public transit service will be provided on Base Service Holidays and after 12:00pm on Good Friday and Christmas Eve.

Employees will be given the opportunity to volunteer for the shifts available on Base Service Holidays.

In the event there are not sufficient volunteers, employees may be assigned and required by their supervisor to work on Base Service Holidays to cover the necessary transit needs of the service area. Efforts will be made to rotate involuntary assignment of holiday shifts among employees. Supervisors will have holiday schedules set at least three (3) weeks in advance. Seniority will be a factor in assigning the shifts.

**SECTION D**

Employees that work on an observed holiday will receive their holiday pay, plus pay at a rate of one and one-half (1-1/2) times their base rate of pay for the actual hours worked on that holiday.

**SECTION E**

When a paid holiday falls during an employee's personal time off (PTO), that holiday will not be charged as PTO.

**SECTION F**

Employees may use PTO to supplement the difference in hours between eight (8) hours and what they would have been normally scheduled to work on the holiday day if they do not work the holiday.

**SECTION G**

Employees on an unpaid leave of absence (not in active status) on both the work day prior to and following the observed holiday will not receive holiday pay except as required by law.

**ARTICLE 6  
PERSONAL TIME OFF (PTO)**

All eligible employees will participate in the Employer's Personal Time Off program as provided in the Employer's personnel policies.

**SECTION A**

Employees shall accrue PTO according to the number of years of service and the number of hours worked up to 80 hours per pay period, based on the schedule below:

<u>Completed Years of Service</u>	<u>Accrual Rate per pay period</u>	<u>Per hour</u>	<u>Annually</u>
0 thru 2 years	6.769	.08462	176
3 years thru 4 years	7.692	.09615	200
5 years to 10 years	8.308	.10385	216
11 years to 13 years	9.231	.11538	240
14 years	9.538	.11923	248
15 years	9.846	.12308	256
16 years and thereafter	10.154	.12692	264

If the Employer states to the Union its intent to implement modifications to this PTO accrual schedule for employees that begin employment on a certain date while this Agreement is in effect, then this Agreement will be reopened solely to meet and negotiate over such modifications. If the Agreement is reopened as such, the provisions in this Article will be in force and effect unless and until the Employer and Union execute a written agreement to modify any of the provisions.

PTO is accrued on transit observed holidays and days where paid time is taken. No PTO hours are accrued during an unpaid leave of absence, except employees on military leave.

Accumulated PTO shall not exceed two hundred forty (240) hours as of the last day of the year. Any PTO hours in excess of 240 on the last day of the year will be forfeited and the new year will begin with no more than 240 hours. A written request to move excess hours of PTO to the Catastrophic Leave Bank can be made at any time, but no more than  $\frac{1}{4}$  (25%) of their annual allowable accrual.

PTO time may be used in a minimum of one (1) hour increments and with supervisor approval.

#### SECTION B ILLNESS/INJURY

When an employee is unable to report to work because of illness or injury, or illness in the immediate family, he/she shall report to their direct supervisor early enough so that arrangements may be made to carry on the employee's work. When an unexpected illness occurs, employees need to contact and speak to their immediate supervisor or designee via telephone prior to 9:00 pm the evening before, and/or no less than two hours prior to the start time of their shift.

The Transit Director shall require a signed statement from the employee's physician for any absence of three (3) or more consecutive days. A statement attesting to the employee's ability to return to work and safely perform the essential functions of the job and a description of any work restrictions may also be required before the employee returns to work.

#### SECTION C

Employees on leave due to a worker's compensation related injury are entitled to use accumulated PTO and catastrophic leave if PTO is exhausted in conjunction with the payment received from Worker's Compensation.

#### SECTION D CATASTROPHIC LEAVE BANK

Employees may use Catastrophic Leave only after an absence of five (5) consecutive work days due to a catastrophic event.



Employees may voluntarily donate any amount of accrued PTO to the Catastrophic Leave Bank at any time, but no more than ¼ (25%) of their annual allowable accrual.

#### SECTION E PTO SEVERANCE

Employees who voluntarily terminate employment prior to completing the first year of employment shall not be eligible for payout of unused accrued PTO.

Employees who have completed 1 year through 4 years of consecutive employment with the Central Community Transit, shall be paid upon separation from service in good standing, as severance pay, for 50% of the unused PTO leave and 15% of the Catastrophic leave that the employee has accrued, not to exceed a combined amount of nine hundred and sixty (960) hours.

Employees who have completed 5 years through 10 years of consecutive employment with the Central Community Transit shall be paid upon separation from service in good standing, as severance pay, for 50% of the unused PTO leave and 20% of the Catastrophic leave that the employee has accrued, not to exceed a combined amount of nine hundred and sixty (960) hours.

Employees who have completed 11 or more years of consecutive employment with the Central Community Transit shall be paid upon separation from service in good standing, as severance pay, for 50% of the unused PTO leave and 40% of the Catastrophic leave that the employee has accrued, not to exceed a combined amount of nine hundred and sixty (960) hours.

#### SECTION F PTO UPON RETIREMENT

Employees who have completed 10 or more years of consecutive employment with the Central Community Transit and retire as qualified by PERA and FICA or by disability, shall be paid upon separation from service in good standing, as severance pay, for 75% of the unused PTO leave and 50% of the Catastrophic leave that the employee has accrued, not to exceed a combined amount of nine hundred and sixty (960) hours. The employee may request that the severance pay be paid out over a two-year period for tax purposes following retirement or disability.

#### SECTION G

In the event employees with at least ten (10) years of continuous service die while so employed, any severance pay will be paid to his/her heirs or estate as indicated above.

### **ARTICLE 7 SNOW DAYS**

Employees who do not work scheduled hours as a result of a snow day may use any accumulated leave time (PTO or compensatory time) or leave without pay for hours not worked that day. If an employee has accumulated time off, it must be used before a leave without pay.

**ARTICLE 8**  
**BEREAVEMENT LEAVE**

Employees shall receive bereavement leave as provided in the Employer's personnel policies.

**SECTION A**

Regular full-time and part-time employees may be paid for absence during a regularly scheduled work day in each event of the death of their parent, spouse, life partner, significant other, child, foster child, brother or sister (including half- or step-sibling), grandparent, grandchild, step-parent, step-child, father- or mother-in-law, sister- or brother-in-law, aunt, uncle, niece or nephew. (Note: this does not include grandparent, step-parent, step-child, aunt, uncle, niece or nephew of the employee's spouse.) An employee may receive payment for the absence according to the following table:

Death of:	Full Time Employee Number of Paid Hours	Part Time Employee Number of Paid Hours
Parent, Spouse, Life Partner, Significant Other, Child, Foster Child	Up to 40	Up to 20
Brother or Sister (including half- or step-sibling), Grandparent, Grandchild, Step-Parent, Step-Child, Father- or Mother-in-Law, Sister- or Brother-in-Law	Up to 24	Up to 12
Aunt, Uncle, Niece, Nephew	Up to 8	Up to 4

All times are maximums and are at the Executive Director or designee's discretion.

A supervisor may authorize additional use of PTO, or accrued compensatory time as necessary. In the event of a wake/viewing/funeral for relatives other than those

defined above, close personal friends, or if called upon to serve as a pallbearer, an employee may be granted up to one (1) working day off using accrued PTO or accrued compensatory time. If an employee has accrued time off, it must be used first before leave without pay (LWOP).

**ARTICLE 9**  
**JURY DUTY**

Any employee shall be granted a leave of absence with pay for service on a jury. The employee shall pay to the Employer any jury fee received. Monies received as expenses shall be kept by the employee.

**ARTICLE 10**  
**LEAVES OF ABSENCE**

**SECTION A**

The Employer shall grant paid and unpaid leaves of absence as provided in the Employer's personnel policies.

**ARTICLE 11**  
**HEALTH AND LIFE INSURANCE**

**SECTION A**

The Employer shall provide health and life insurance programs subject to the limitations, benefits, and conditions established by a contract between the Employer and the insurance carrier.

**SECTION B**

All eligible employees may participate in the Employer's health and life insurance programs.

**SECTION C**

In calendar years 2019 and 2020, respectively, the Employer will contribute toward the premium for health insurance on the same basis, subject to the same conditions and restrictions and the same dollar amount as the basic program for nonunion employees in calendar year 2019 for calendar year 2019 premiums and calendar year 2020 for calendar year 2020 premiums.

The Employer will contribute toward the premiums for health insurance for employees working at least 30 hours a week but less than 40 hours, on the same basis, subject to the same conditions and restrictions and the same dollar amount as the basic

program for nonunion part-time employees in calendar year 2019 for calendar year 2019 premiums and calendar year 2020 for calendar year 2020 premiums.

#### SECTION D

The Employer shall pay the full cost of the monthly premium cost of a \$25,000 life insurance policy.

#### SECTION E

An insurance committee comprised of employer and a Union representative will be established to research health insurance options which best meet the needs of both the Employer and employees.

### **ARTICLE 12** **GRIEVANCE PROCEDURE**

#### SECTION A

A grievance shall be defined as a dispute or disagreement between the Employer and an employee regarding the interpretation of application of a specific term of this Agreement.

STEP 1. An employee desiring to initiate a grievance shall, within ten (10) working days of the date of the alleged violation, present with or without the Union, such grievance in writing to the Employee's immediate supervisor and meet and discuss the grievance with the supervisor. The supervisor shall submit an answer in writing within ten (10) working days of the presentation of the grievance and meeting and discussion.

STEP 2. If the grievance is not resolved in Step 1 and the Union desires to appeal it to Step 2, the Union shall place the grievance 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 and the remedy requested; present the grievance to the Director and meet and discuss the grievance with the Director within ten (10) working days after the supervisor's answer in Step 1. The Director shall submit an answer to the Union in writing within ten (10) working days of the presentation of the grievance and meeting and discussion.

STEP 3. If the grievance is not resolved in Step 2 and the Union desires to appeal it to Step 3, the Union shall place the grievance 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 and the remedy requested and present the grievance to Board through submitting it to the Director within ten (10) working days after the Director's answer in Step 2. The Union shall meet and discuss the grievance with the Board within fifteen (15) working days. The Board shall submit an answer in writing to the Union within fifteen (15) working days of the meeting and discussion.

STEP 4. If the grievance remains unresolved at Step 3, either party may submit the grievance to mediation with the State of Minnesota Bureau of Mediation within fifteen (15) working days after the Board's answer in Step 3. Submitting the grievance to mediation preserves and tolls the timelines for Step 5 of the grievance procedure.

STEP 5. If the grievance remains unresolved at Step 3 or Step 4, the Union shall present written notice of its intent to request arbitration to the Director within fifteen (15) working days after the Board's answer in Step 3 or Mediation in Step 4. Within five (5) working days after presenting the notice, the Union must provide a written request for a list of seven arbitrators to the State of Minnesota Bureau of Mediation Services with a copy to the Director.

#### SECTION B

1. The arbitrator shall have no right to amend, 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 so not submitted.
2. The arbitrator shall be without the 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 and effect of law. The arbitrator, however, may not make any decision on whether the Employer violated any law, regulation not apply and law, rule or regulation in the decision except to determine whether a decision would be contrary to, or inconsistent with, or modify or vary in any way the application of laws, rules or regulations having the force and effect of law.
3. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days after the close of the hearing or the submission of briefs by the party, 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.
4. Expenses of the arbitrator's services and the proceedings shall be borne by the Employer and the Union. However, 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 and makes copies available without charge to the other party and to the arbitrator.

### SECTION C

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 upon 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 employee shall elect to treat the grievance as denied and may 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 representatives involved at each step.

### SECTION D

If the event giving rise to a grievance is appealed to any procedure other than the grievance procedure in this article, at any time, the grievance is not subject to this grievance procedure, nor arbitration under such procedure.

## **ARTICLE 13** **DISCIPLINE AND DISCHARGE**

### SECTION A—DISCIPLINE

Disciplinary action against any employee will be in one of the following forms, depending on the nature and severity of the conduct and the employee's prior discipline history:

- Verbal reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Demotion
- Discharge

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

### SECTION B—DISCHARGE

The Employer shall not discharge an employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and his/her steward shall be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to initiate a challenge to the discharge as a grievance at Step 2 of the grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration step, if deemed necessary by either party.

### SECTION C

Employees shall have the right to provide written responses to allegations and disciplinary actions to be included in their personnel file.

### SECTION D

Written reprimands, suspensions, demotions and discharges will be in written form and shall be grievable pursuant to the grievance procedure of this Agreement. Written reprimands, notices of suspension, and notices of discharge that are to become part of an employee's personnel file shall be read and acknowledged by signature of employee. Employees shall receive a copy of such reprimands and/or notices within a reasonable time. Upon written authorization by the employee, a copy will be forwarded to the business agent.

### SECTION E

An employee shall be allowed Union representation if the employee is being investigated regarding a matter that may lead to disciplinary action.

## **ARTICLE 14** **SENIORITY**

### SECTION A

Seniority shall be based on the regular employee's length of continuous employment in a particular classification. A new employee hired shall be considered in a training period for the first six (6) months of employment. When an employee finishes the training period, the employee shall be entered on the seniority list and shall rank for seniority from the last date of hire by classification

The seniority list, on the date of this Agreement, shall show the name and job title of all employees. The Employer shall maintain an up-to-date seniority list and will provide the Union with an up-to-date copy annually, said copy to include the names of probationary employees.

### SECTION B

An employee shall lose seniority for the following reasons:

1. Voluntary resignation
2. Discharge
3. Unapproved absence for three (3) consecutive working days without notifying the Employer.

Seniority shall not accrue under the following conditions:

1. During a period of layoff
2. During a period of unpaid leave of absence other than military leave or other applicable law
3. During a period in which the employee is not in employment status

### SECTION C LAYOFF

In the event that it becomes necessary to lay off employees for any reason, a thirty (30) day minimum notice will be given to the Union, if practicable under the circumstances, during which time the Employer and Union shall meet to explore possible alternatives to lay-offs. Probationary, temporary, seasonal, and casual employees within classification will be laid off prior to layoff regular full-time or part-time employees. The layoff shall be based on seniority, ability to perform available work and work performance with the least senior in a classification laid off first.

In the event a position is eliminated, the effected employee shall have the right to displace or bump an employee with less seniority within the classification, provided the employee can adequately perform the requirements of the job.

In the case of a potential, or an actual, government shut-down that impacts funding or services, the Employer and Union shall meet to discuss contingency plans.

### SECTION D RECALL

A regular employee laid off from a bargaining unit position retains right of recall for a period of one year from the effective date of layoff. Recall from layoff shall be by classification. Employees shall be recalled based on seniority, ability to perform available work and work performance with Employer. No new employees shall be hired in a classification where there are employees on layoff status until all such employees have been offered recall. Failure by an employee to return to work as directed by the Employer in the recall notice shall terminate the employee's recall rights. It shall be the responsibility of the employee on layoff status to provide the employee's most current address and phone number.

## **ARTICLE 15 VACANCIES AND PROMOTIONS**

### SECTION A

Any vacancy or newly created bargaining unit position shall be posted in a conspicuous place in each building where employees work. Such notice shall be posted for at least seven (7) calendar days prior to filling such vacancy or newly created position.

### SECTION B

An employee who is transferred or promoted shall be granted a three (3) month trial period of active work (which does not include time spent on a leave of absence except as may be required by law) to determine: (1) his/her ability to perform the job; and (2) his/her desire to remain on the job. During the trial period, the Employer may return the employee to his/her former position. The Employer may extend this trial period for a period not to exceed sixty (60) days upon notice to the employee and Union. If the employee is unsatisfactory in the new position, notice and reason shall be submitted to the employee in writing by the Employer at the employee's request.



**ARTICLE 16**  
**TRAINING PERIOD**

**SECTION A**

All newly hired or rehired employees shall serve a six (6) month training period of active work (which does not include time spent on leaves of absence extending more than three (3) consecutive works days except as may be required by law) from the date of first employment. The Employer may extend this training period not to exceed ninety (90) days upon notice to the employee and Union. During the training period a new employee may be discharged without cause and no grievances may be filed for termination of employment.

**ARTICLE 17**  
**SEPARATION**

An employee who resigns shall present notice in writing to the Employer Director. A copy of the resignation shall be given to the employee's immediate supervisor for his/her records. Employees are encouraged to give at least two (2) weeks' notice.

**ARTICLE 18**  
**SAVINGS CLAUSE**

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section, or portion thereof directly specified in the decision. Upon the publication of such decision, the parties agree to negotiate a substitute for the invalidated Article, Section, or portion thereof as soon as practicable. All other provisions of the Agreement shall continue in full force and effect.

**ARTICLE 19**  
**COMPENSATION**

**SECTION A**

Employees shall be compensated at an hourly rate of pay according to the appropriate wage for the employee's position in the Employer's compensation plan covering calendar years 2019 and 2020, respectively. The pay grades for each position are as follows:

Position	Grade
Fiscal Clerk	1
Driver	2
Driver Coordinator	2 and \$.50

Position	Grade
Dispatcher	3
Volunteer Coordinator	4
Maintenance Coordinator	7

For 2019, Employees shall receive a 2.75% general wage increase. For 2020, Employees shall receive a 2.5% general wage increase.

**SECTION B**

New hires may be given credit for relevant prior experience for placement on the salary schedule.

**SECTION C**

The Employer will reimburse employees to a maximum established by the Employer for certain medical examinations required by state and federal laws for commercial driver's licenses as established by the Employer.

**ARTICLE 20  
COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

**SECTION A**

This Agreement shall represent the complete agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the complete understanding of any agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 21  
TERMINATION**

This Agreement shall be effective as of January 1, 2019, and shall remain in full force and effect until December 31, 2020.

IN WITNESS WHEREOF, the parties hereto have set their hands this 11 day of January 2019.

FOR THE EMPLOYER

*Jiffany Collins*  
Transit Director  
Central Community Transit

*Bob Cherry*  
Board Chair  
Central Community Transit

FOR THE UNION

*Luke Langner* 1-10-2019  
Business Representative  
AFSCME Council 65

*David Langst*  
Negotiating Committee Member

*Brandon Hill*  
Negotiating Committee Member

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Negotiating Committee Member

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between Central Community Transit ("Employer") and American Federation of State, County and Municipal Employees, Council No. 65 ("Union").

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in the appropriate unit ("Bargaining Unit Employees");

WHEREAS, the Employer and Union are parties to a labor contract for January 1, 2019 through December 31, 2020;

WHEREAS, the Employer may deem it necessary to assign a Bargaining Unit Employee in the position of Maintenance Coordinator to perform mechanic work for the Employer on an ongoing basis;

WHEREAS, such assignment of a Bargaining Unit Employee may result in a material increase in the nature, level, or quantity of work for such employee; and

WHEREAS, the Employer and Union desire to establish the wage differential to be paid to a Bargaining Unit Employee assigned to perform the mechanic work for the Employer.

NOW, THEREFORE, all parties hereto understand as follows:

### **Article 1. Wage Differential**

A Bargaining Unit Employee shall be paid \$2.50 per hour in addition to any other compensation otherwise owing to the employee for: (1) such time worked that he or she is assigned to perform mechanic work by the Employer's Transit Director or his or her designee on an ongoing basis; and (2) any paid leave time taken by the employee while he is so assigned. This wage differential shall be included in determining pay owing to the employee related to time worked, which includes, but is not limited to, overtime and holiday work time.

### **Article 2. Entire Understanding**

This MOU constitutes the entire understanding among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

### **Article 3. Limitations**

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any waiver or admission of the Employer that it is bound by terms of conditions of employment of predecessor employers, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer except as otherwise prohibited or limited by the express terms of this MOU. The

Employer expressly reserves the right to exercise all of its management rights without limitation, including the right to make any decision and implement any such decision related to these issues consistent with the law in its sole discretion.

**Article 4 Amendment or Modification**

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

**Article 5. Voluntary Understanding of the Parties**

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

**Article 6. Execution and Effective Date**

This MOU is executed and effective on the latest date affixed to the signatures below.

**Article 7. Expiration**

This MOU will expire and no longer be in force or effect, effective on the date that the subsequent labor contract between the parties is effective.

IN WITNESS HEREOF, the parties hereto have made this MOU on the latest date affixed to the signatures hereto.

FOR THE EMPLOYER

*Diffamy Collins*  
Transit Director  
Central Community Transit

*Bob Oberg*  
Board Chair  
Central Community Transit

Date: 1-11-19

FOR THE UNION

*Luke Langner*  
Business Representative  
AFSCME Council 65

*Chad Lang*  
Negotiating Committee Member

*[Signature]*  
Negotiating Committee Member

\_\_\_\_\_  
Negotiating Committee Member

Date: 2-11-2019

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between Central Community Transit (“Employer”) and American Federation of State, County and Municipal Employees, Council No. 65 (“Union”).

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in the appropriate unit (“Bargaining Unit Employees”);

WHEREAS, the Employer and Union are parties to a labor contract for January 1, 2019 through December 31, 2020;

WHEREAS, the Employer and Union desire to allow Bargaining Unit Employees to cash out personal time off (“PTO”), subject to certain limitations, on a trial basis.

NOW, THEREFORE, all parties hereto understand as follows:

### **Article 1. PTO Cash Out**

Bargaining Unit Employees may cash out up to 40 hours of accumulated PTO time once in 2019 and once in 2020. A Bargaining Unit Employee can only cash out PTO time if (i) the employee has used at least 40 hours of PTO time in the respective calendar year; and (ii) the amount requested to be cashed out does not result in the employee’s accumulated PTO being reduced to less than 40 hours. To cash out PTO time, a Bargaining Unit Employee must submit electronically or in writing to the Employer Transit Director by no later than December 10 the request to cash it out in that respective calendar year.

### **Article 2. Entire Understanding**

This MOU constitutes the entire understanding among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

### **Article 3. Limitations**

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any waiver or admission of the Employer that it is bound by terms of conditions of employment of predecessor employers, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer except as otherwise prohibited or limited by the express terms of this MOU. The Employer expressly reserves the right to exercise all of its management rights without limitation, including the right to make any decision and implement any such decision related to these issues consistent with the law in its sole discretion.

**Article 4 Amendment or Modification**

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

**Article 5. Voluntary Understanding of the Parties**

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

**Article 6. Execution and Effective Date**

This MOU is executed and effective on the latest date affixed to the signatures below.

**Article 7. Expiration**

This MOU will expire and no longer be in force or effect, effective on the date that the subsequent labor contract between the parties is effective.

IN WITNESS HEREOF, the parties hereto have made this MOU on the latest date affixed to the signatures hereto.

FOR THE EMPLOYER

*Tiffany Collins*  
Transit Director  
Central Community Transit

*Bob Oberg*  
Board Chair  
Central Community Transit

Date: 1-11-19

FOR THE UNION

\_\_\_\_\_  
Business Representative  
AFSCME Council 65

*Bradley*  
Negotiating Committee Member

*Wadland*  
Negotiating Committee Member

\_\_\_\_\_  
Negotiating Committee Member

Date: \_\_\_\_\_

# Central Community Transit

TO: EMPLOYEE HEALTH INSURANCE ELIGIBLE EMPLOYEES

Date: October 12, 2018

In an effort to move the employee health insurance enrollment forward and based on the renewal rates received from the SW/WC Service Cooperative Insurance Pool, rates received from Public Employee Insurance Program (PEIP) and 3 additional quotes outside the current plan, the CCT Joint Powers Board has recommended endorsing the PEIP option for employee vote.

The Central Community Transit Joint Powers board also passed the following resolution:

**Effective January 1, 2019, the CCT employer contribution for full time employees in a single insurance plan, will be set at \$863.50 and for full time employees in a family plan it will be set at \$925.00 per month per eligible employee who is enrolled in a CCT plan.**

**Effective January 1, 2019, the CCT employer contribution for part-time employees in a single insurance plan, will be set at \$647.63 and for part-time employees in a family plan it will be set at \$693.75 per month per eligible employee who is enrolled in a CCT plan.**

**Effective January 1, 2019, the CCT will contribute \$100.00 into a Health Savings Plan for each employee enrolled in a CCT health insurance plan.**

If you have any questions regarding this information, please contact Tiffany at (320) 222-7974, Ext 200. Leave a message and I will respond during the week of October 22<sup>nd</sup>.

Thank you,

CCT Transit Director



## Central Community Transit Medical - Premium Summary

### \$3,375 - 100% HSA

Contract Type	Current Rates Effective 1/1/2018	Renewal Rates Effective 01/01/19	PEIP/HSA Plans Effective 01/01/19
Employee Only	\$1,041.00	\$1,301.50	\$499.00
Family	\$1,287.50	\$1,609.50	\$1,295.58
<b>Change over Current</b>		25.0%	19.5%

### \$5,000-100% HSA

Contract Type	Current Rates Effective 1/1/2018	Renewal Rates Effective 01/01/19	PEIP/HSA Plans Effective 01/01/19
Employee Only	\$919.00	\$1,149.00	\$499.00
Family	\$1,139.00	\$1,424.00	\$1,295.58
<b>Change over Current</b>		25.0%	15.5%