

**PART ONE**  
**GENERAL PROVISIONS**

## **A. AGREEMENT AND CONTRACT WORDING**

### **ARTICLE 1 - AGREEMENT**

#### **Section 1: Teamsters General Local 346**

This Agreement made and entered into this 1<sup>st</sup> day of January, 2022, by and between ATE MANAGEMENT OF DULUTH, INC., as managers for DULUTH TRANSIT AUTHORITY, and DULUTH TRANSIT AUTHORITY OF THE CITY OF DULUTH of Duluth, Minnesota, their successors, lessees and assigns hereinafter referred to as the "Employer" and the TEAMSTERS GENERAL LOCAL UNION NO. 346 of Duluth, Minnesota, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union."

#### **Section 2:**

This Agreement is entered into in order to provide the safest, best, and most efficient bus service possible to the people of Duluth and Superior, and the best possible working conditions for the Employees having due regard for the economic operation of the Employer and its equipment and having due regard for the Employees' well being. Also, to provide a working understanding between the Employer and its Union Employees through their duly accredited representatives regarding hours of labor, working conditions, and rates of pay, and to establish means of settling grievances, disputes and controversies arising between the Employer and the Union during the term of this Agreement.

#### **Section 3:**

In the interest of brevity, all personal references in this Agreement are in the masculine gender. This in no way infers discrimination against female members of the bargaining unit, and all terms and conditions of this Agreement apply equally to male and female Employees in the bargaining unit.

### **ARTICLE 2 - RECOGNITION**

#### **Section 1:**

The Employer agrees and recognizes that during the term of this Contract the Union and its authorized officers and agents shall be the sole and exclusive representatives and agents for its members for the purpose of collective bargaining with the Employer in regard to rates of pay, wages, hours of employment, and other conditions of employment.

#### **Section 2:**

The Union agrees that it will not authorize a strike or work stoppage and the Employer agrees that it will not engage in a lockout because of any disputes of matters arising out of the interpretation of or adherence to the terms and provisions of this Agreement.

#### **Section 3:**

Any Employee participating in an unauthorized work stoppage or strike shall be subject to disciplinary action including discharge, if warranted, in accordance with the terms and provisions of this Contract.

**Section 4:**

The Union recognizes that all matters pertaining to the conduct and operation of the business are vested in the Employer.

**ARTICLE 3 - UNION SECURITY AND DUES**

**Section 1:**

All present Employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present Employees covered by this Agreement who are not members of the Local Union and all Employees who are hired hereafter and will be covered by this Agreement, shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this Agreement whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

**Section 2:**

The Employer agrees to deduct from the pay of all Employees covered by this Agreement the dues, initiating fees, and/or uniform assessments of the Local Union having jurisdiction over such Employees and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deductions are made. Where laws require written authorization by the Employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

**Section 3:**

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

## **ARTICLE 4 - CONDITIONS OF EMPLOYMENT**

### **Section 1:**

The Employer agrees that all conditions of employment relating to wages, hours of work, and working conditions shall be maintained at not less than the highest minimum standard in effect at the time of signing this Agreement, and the condition of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

### **Section 2:**

Any new technology that the DTA incorporates, the Union and Company will meet to discuss the impact on employees under the Collective Bargaining Agreement prior to implementation.

### **Section 3:**

Both parties agree there will be quarterly meeting to discuss issues that may impact the operations of the DTA. Union and Management issues will be discussed, treated, and acted on in a fair and equitable manner. An equal number of both parties will sit on committee.

## **ARTICLE 5 - INDIVIDUAL AGREEMENT**

### **Section 1:**

The Employer agrees not to enter into any Agreement or Contract with the Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

## **ARTICLE 6 - JOB STEWARD**

### **Section 1:**

The Employer recognizes the right of the Union to designate a Job Steward or Job Committee to handle such Union business as may from time to time be delegated to the Job Steward or Job Committee by the Union Executive Board. No such activity shall be performed on Employer's time or pay unless mutually agreed to by the Employer and the Union. The Union shall notify the management by letter when new Employees are delegated to serve as stewards or job committeemen by the Union's Executive Board.

### **Section 2:**

The Company agrees to pay Union Stewards for grievance meetings and disciplinary conferences when those meetings or conferences are scheduled during their normal work schedule hours. Time shall be paid at straight time.

## **ARTICLE 7 - PROTECTION OF RIGHTS**

### **Section 1:**

It shall not be a violation of the Agreement and it shall not be cause for discharge or disciplinary action in the event an Employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any picket line, including the picket line of Union's party to this Agreement and including picket lines at the Employer's place or places of business.

### **Section 2:**

In the event that a signed statement is obtained from a striking union, specifically allowing DTA buses to proceed through their pickets for the safety and convenience of DTA passengers, buses will proceed through the picket line.

## **ARTICLE 8 - FAIR EMPLOYMENT**

### **Section 1:**

The Employer pledges himself to distribute all work fairly among the Employees. Issues as to the fairness of the work distribution shall be settled by the Union and Employer.

### **Section 2:**

This Agreement is intended to secure proper employment terms and conditions of said Employer and to advance friendly relations between the Employer and Employees. Both the Employer and the Employees agree to carry it out fairly.

### **Section 3:**

The Union and the Employer agree to not discriminate and to treat fairly all employees and to take affirmative action to ensure applicants are employed and employees are retained without regard to their race, creed, color, sex, national origin, age, religion, marital status, disability, sexual orientation, status with regard to public assistance or any other basis protected by law. Such action shall include, but not be limited to, the following employment: upgrading, demotion or transfer, recruitment, recruitment advertising, layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

### **Section 4:**

It is agreed by and between the parties hereto that there shall be no discrimination against any Employee covered by this Agreement because of Union affiliation.

## **ARTICLE 9 - SEPARABILITY AND SAVINGS CLAUSE**

### **Section 1:**

If any Article or Section of this Contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or its compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**Section 2:**

In the event that any Article or Section held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands not withstanding any provision in this Contract to the contrary.

**ARTICLE 10 - EMERGENCY REOPENING**

**Section 1:**

In the event of war, declaration of emergency, or imposition of civilian controls, during the life of this Contract, either party may reopen the same upon sixty (60) days written notice and request renegotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

**Section 2:**

In the event Central States Pension becomes insolvent and closes, both parties agree to open the contract and negotiate an alternative retirement plan.

**ARTICLE 11 - LAY OFF**

**Section 1:**

In all matters involving laying off and reemployment of Employees who have been laid off, preference shall be given to Employees in the order of their seniority in their respective seniority groups, it being understood that qualifications may be considered in laying off employees from or placing employees in positions in which special training and skill are essential to the efficient operation of the business.

**Section 2:**

Current Employees who are laid off for a period of two (2) years or more shall cease to have seniority.

## **ARTICLE 12 - VANDALISM**

### **Section 1:**

In cases where a person is known or caught breaking bus windows or doing any vandalism on bus, said person's name will be turned over to the City Attorney of Duluth for proper action.

## **B. BENEFITS**

## **ARTICLE 13 - VACATIONS**

### **Section 1:**

Employees who have worked for the Employer for a period of one (1) year or more shall receive vacations and vacation pay as follows:

One (1) years or more	Two (2) weeks
Six (6) years or more	Three (3) weeks
Eleven (11) years or more	Four (4) weeks
Eighteen (18) years or more	Five (5) weeks
Twenty-five (25) years or more	Six (6) weeks

### **Section 2:**

Vacation pay shall be computed on the basis of 40 hours per week for each Employee.

### **Section 3:**

Employees other than new Employees must have worked two hundred (200) full days in the preceding calendar year to qualify for full vacation in the present calendar year. Vacation eligibility will be prorated into one-twelfth (1/12) segments. The Employee who completes each one-twelfth (1/12) of the of the two hundred (200) full working days shall receive one-twelfth (1/12) of his eligible vacation. Days for which sick pay or Worker's Compensation is received will be counted as days worked for vacation eligibility in the following year. An Employee receiving Worker's Compensation benefits shall not also receive vacation pay, and may accumulate only up to one (1) year's accumulation of vacation benefits.

### **Section 4:**

All vacations earned must be taken in year picked by Employees and no Employee shall be entitled to vacation pay in lieu of vacation except, however, any Employee who has quit, been discharged or laid off during any vacation year, shall be entitled to the vacation pay earned on a pro rate basis. Employees who receive more than four (4) weeks vacation may elect to receive vacation pay in lieu of vacation time off for those weeks in excess of four (4).

## **Section 5: Operations Department Employees**

Vacation bids should be posted on or before March 1st of each year. Each Employee shall have the right to pick his vacation for that year in order of seniority. Vacation may be split if the Employee desires. The vacation period shall allow the majority of Employees receiving vacations to take vacations during the months of May, June, July, and August, if so desired. The vacation pick shall be in two parts. During the first seniority pick, each Employee shall have the right to pick vacation in whole weeks only for that year. Portions of whole weeks picked may not be canceled after having been picked. An Employee may pass the picking of whole week's vacation during this first seniority pick. The second seniority pick for vacation shall be posted after the first pick is completed and shall allow each Employee the right to pick in order of seniority any remaining vacation days by the day or week. Vacation days picked after these two (2) seniority vacation picks shall be granted on a first-come, first-serve basis.

## **Section 6:**

All Employees shall be given their vacation pay before starting on their earned vacation if desired.

## **Section 7:**

The minimum of employees who shall be allowed off on vacation at one time shall be 5%. This percentage shall not include those employees who are off on worker's compensation or due to sickness.

## **Section 8:**

New employees in their first year of service shall be allowed to use up to two (2) vacation days after successful completion of probationary period. These day(s) shall be deducted from the 10 vacation days earned for the year one accrual.

## **Section 9: Maintenance Department Employees**

The first seniority pick for vacations shall be posted on or before March 1st of each year. Each Employee shall have the right to pick vacations (whole weeks only) for that year in order of seniority. Vacations may be split if the Employee so desires, but portions of whole weeks picked may not be canceled after having picked. The second seniority pick for vacations shall be posted on or before April 15th for each year and shall allow each Employee the right to pick any remaining vacation days due by the day or week, if available. Vacation days picked after these two (2) seniorities vacation picks shall be granted on a first-come, first-serve basis. All vacations are granted with due regard to manpower availability for work assignments.

Day shift employees will be able to take a maximum of three (3) single days on Saturday and Sunday.

## **Section 10:**



In the event a holiday falls within an Employee's vacation period, he shall be granted an additional day's vacation with pay, or may request the holiday pay in addition to the vacation day.

**Section 11:**

An Employee granted a day's work book-off, may choose to take that day as vacation.

**ARTICLE 14 - HOLIDAYS**

**Section 1:**

All Employees shall be paid eight (8) hours pay at the straight time hourly rate for the following holidays when not worked: New Year's Day, Christmas Day, Fourth of July, Memorial Day, Labor Day, Thanksgiving Day, or days celebrated as such regardless of the day of the week on which it falls. New Years, Fourth of July, and Christmas holidays will fall on the following days from 2017 through 2021:

	17	18	19	20	21
New Years Day	Sun	Mon	Tue	Wed	Thu
4 <sup>th</sup> of July	Tue	Wed	Thu	Sat	Sun
Christmas Day	Mon	Tue	Wed	Fri	Sat

The Employer shall discuss with the Union on an annual basis the curtailment of service on December 24, Christmas Eve.

**Section 2:**

In order to qualify for eight (8) hour straight time pay for a holiday not worked, a regular Employee must not miss on either of his regularly scheduled work days which immediately precedes and follows the holiday; provided however, an operator missing on his first or second miss during a ninety (90) consecutive day period will be allowed holiday pay provided that operator makes himself available at the Station for other work within one (1) hour of the miss, and provided that the operator works a minimum of five (5) hours for that day.

**Section 3:**

Regular Employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to a non-occupational illness or injury. Employees receiving Worker's Compensation benefits shall not receive holiday pay except when holiday falls on a Saturday or Sunday, and is within the first six (6) months of absence due to an occupational injury.

**Section 4:**

If any holiday falls within the thirty (30) day period following an Employee's layoff due to lack of work and such Employee is also recalled to work during the same thirty (30) day period but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday in the week in which he returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight time hourly rate specified in the Contract. Any Employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his return. Under no circumstances shall the holiday pay referred to in this section be construed to be pay for hours worked used to calculate overtime hours.

**Section 5:**

An employee that works on a paid holiday will have the option to either receive their holiday pay of eight hours plus the time and one-half for hours worked or be paid the time and one-half for hours worked and exchange the paid holiday for a deferred vacation day.

**Section 6:**

Once an employee is forced to work on a paid holiday, they will not get forced to work another Holiday until all others have worked a paid holiday.

**Section 7:**

Any employee associated with sponsored New Year's Eve extra service will be paid double time and in the event there is forced overtime, will follow the procedures outlined in Section 7.

**ARTICLE 15 - FLOATING HOLIDAYS**

**Section 1:**

A floating holiday will be given under the following conditions:

1. An Employee must make request for a holiday before noon on the day prior to the holiday. For a weekend holiday, request must be made before noon on Friday; and in the Maintenance Department, a weekend holiday request must be made before noon on Thursday.
2. Floating holidays are given on a first-come, first-served basis and the combination of vacation and floating holidays allowed off will be subject to the limitations established in Article 13, Section 7.
3. All floating holidays must be taken by Employees during the year for which they were given, and no Employee shall be entitled to Floating Holiday pay in lieu of a Floating Holiday not taken.

## **Section 2:**

Regular full-time employees shall be entitled to floating holidays according to the following schedule:

- Two floating holidays after one year of full-time service
- Three floating holidays after two years of full-time service
- Four floating holidays after three years of full-time service
- Five floating holidays for full-time service thereafter

## **ARTICLE 16 - LEAVE OF ABSENCE**

### **Section 1: Time Off for Union Activities**

The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any Employee designated by the Union to attend a labor convention or serve in any capacity on other official Union Business provided 48 hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of Employees affected in order that there shall be no disruption of the Employer's operations due to lack of available Employees.

### **Section 2: Leave of Absence**

An Employee desiring a Leave of Absence from employment shall secure written permission from the Employer. The maximum Leave of Absence shall be for ninety (90) days and may be extended for like periods. Permission for extensions must be secured in the same manner. An Employee on Leave of Absence may not take vacation time. During the period of absence, a full-time Employee shall not engage in gainful employment. Failure to comply with this provision shall result in complete loss of seniority rights. The Employee must make suitable arrangements for continuation of Health and Welfare and Pension payments before the leave may be approved. Payments for Health and Welfare and Pension will be resumed by the Employer on the first day of the week following return to work.

### **Section 3:**

A leave of absence from the bargaining unit, not to exceed ninety (90) days will be granted to any Employee accepting a promotion (as per Article 25, Section 1). During this period of absence, the Employee will continue to be subject to the terms and provisions of this Agreement.

### **Section 4:**

The Employer shall pay contributions for Health and Welfare up to a period of thirty days for required Military Leave of Absence. Employees who request Military Leave for duty other than what is required to satisfy their military obligation is subject to denial and if approved, the employee must make suitable arrangements for continuation of their Health and Welfare benefit.

## ARTICLE 17 - SICK LEAVE

### Section 1:

All full-time employees shall be covered by a sick leave program which shall be as follows:

Current Employees and new Employees shall receive two and one half (2½) day's sick leave per month after completion of their probationary period. All Employees shall accumulate unused sick leave up to the maximum number of sixty (60) days if less than ten (10) years of seniority and will accumulate up to one hundred twenty (120) days after reaching ten years of seniority.

### Section 2:

Employees shall be granted eight (8) hours of pay for each day of sick leave usage up to four (4) days (32 hours, with each usage rounded to the nearest hour). Thereafter, the first two days of sick leave usage will not be paid. Payment will begin on the third day of sick leave. An Employee may be required to furnish a doctor's certificate attesting to their use of sick leave benefits. Employees that are on the Sick Control List who fail to furnish the required doctor's certificate, sick leave benefits may be withheld.

1. Sick leave may be used for compensatable injury or accident but only to the extent that an Employee can utilize the sick leave to assure the member his regular weekly pay. Sick leave will be pro-rated to assure this payment in conjunction with Workmen's Compensation pay. Under no condition will an Employee receive more than his regular work week wage. Absences for an on-the-job injury or illness will not count toward the four (4) day limit nor be subject to the two (2) day exclusion referenced in above paragraph. An Employee who has an on-the-job injury or illness and is directed by the Company to undergo a medical evaluation shall not be charged with an instance of sick leave taken, but such time away from work shall be paid as sick leave.

Sick leave shall not be paid for time off due to intoxication or use of drugs except in cases where Employee furnishes proof of recognized medical treatment.

- a) **Illness in Family:** Upon request, one (1) day of paid sick leave shall be allowed for care or attendance upon a member of the immediate family for critical illness, provided, however, three (3) days of paid sick leave shall be allowed for this purpose if supported by a written statement (explaining why the Employee's attendance is necessary) from the attending physician. This use of paid sick leave is for emergencies when advance arrangements cannot be made. For this article, the immediate family is defined as spouse and dependent children up to the age of eighteen (18) residing in the household, and mother and father.
- b) **Medical Appointments:** Employees must obtain approval at least three (3) days in advance from their Department Head for the purpose of medical, dental, optical examinations or treatment when such examinations or treatments cannot be scheduled other than working hours. Such absences will be approved only when the Employee has made a diligent effort to have such examinations or treatments scheduled around their normal working hours, after work, or on a day off. For Employees whose examination or treatment cannot be scheduled

so as to not conflict with the Employee's working schedule, the Employee will accept other available work which can be assigned, and which does not conflict with the examination or treatment.

### **Section 3:**

The Employer and the Union will form a committee to regulate and supervise the use of Sick Leave Program as provided in the Contract. The committee shall be composed of up to four (4) representatives selected by the Union including one (1) full-time representative of the Union; and up to four (4) selected by the Employer.

### **Section 4: Physical Examinations**

Physical, mental or other examinations required by government bodies or the Employer shall promptly be complied with by all Employees. The Employer shall pay for all such examinations for all regular and probationary Employees. The Employer shall not be required to pay for time spent taking examinations/physicals in cases of applicants for jobs. If the examination for a regular Employee is for a Department of Transportation certification, and such examination cannot be scheduled at other than working hours, and the Employee schedules the examination between the hours of 9:00 a.m. and noon and fills out a request form to accept other available work, the Employee's work day will be made whole to eight (8) hours and the Employee will not be charged with a use of sick leave benefits. The employer shall pay for the initial DOT exam and any recertification exam(s). Employee's may be required to pay for follow up exams as they relate to medical conditions that may require follow up examinations as required by the Department of Transportation for recertification of the Medical Examiner's Card.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done to an Employee, have said Employee reexamined at Union's expense. In the event of a disagreement between the doctors selected by the Employer and the Union, the Employer and the Union doctors shall together select a third doctor within fifteen (15) days, whose opinion shall be final and binding on the Union, Employer, and Employee. The Employer, nor the Employee, will attempt to circumvent the decision of the third doctor. Expenses of the third doctor will be equally borne by both parties. The third doctor accepted must have qualifications acceptable to doctors retained by Employer and Union and must have knowledge of responsibilities and duties of the Employee's job. All applicable Federal, State, and local statutes, regulations and rules relating to the physical and mental qualifications of public transportation Employees are binding upon the doctors.

### **Section 5:**

Employees away from work due to injury or illness that does not restrict them to home may be provided light duty work as available.

## **Section 6:**

### **EARNED SAFE AND SICK TIME**

All part time employees shall be covered by a sick leave program which shall be as follows:

The following guidelines will be used to determine proper application and administration of Earned Sick and Safe Time (ESST). These guidelines clarify the acceptable use of earned sick and safe time, the accrual of ESST, applicability of ESST, and explains the employee's responsibility for receiving ESST benefits. This policy is in accordance with Duluth City Ordinance No. 10571.

#### **ESST Accrual**

ESST Accrual – Current Employees shall accrue ESST at a rate of one (1) hour for every fifty (50) hours worked up to a maximum of 64 hours in one year. Unused ESST hours can be carried over into the next year, with a maximum bank of 64 hours. New employees begin accruing paid sick and safe time on their first day of employment. However, the use of ESST is not permitted until 90 days after the start of employment.

Sick time is defined to mean paid time off that employees may use for medical reasons, such as physical or mental illness, injury, or other health conditions. Employees may use sick time for their own care or for the care of a family member. Safe time refers to paid time off that employees may use due to absences resulting from sexual assault, domestic abuse, or stalking. Examples of this include medical and psychological counseling, relocation, victim services, and other safety planning, seeking a restraining order or legal counsel, participating in a legal proceeding or filing a police report.

Employees may use sick or safe time for their own care or for the care of a family member. A “family member” under the ordinance includes a child, stepchild, adopted child, foster child, legal ward, child for whom the employee is a legal guardian, spouse, domestic partner, sibling, stepsibling, foster sibling, parent, stepparent, mother-in-law, father-in-law, grandchild, foster grandchild, grandparent, step-grandparent, and any other individual related by blood or whose close association with the employee is the equivalent of a family relationship. In the case of safe time, the employee's roommate is also included in this definition.

#### **Use of ESST**

Use of ESST - An employee may use “sick time” for an absence from work resulting from the employee's own mental or physical illness, injury or health condition. This includes the employee's need for medical diagnosis, care, treatment, or preventative medical care. An employee may also use “sick time” to provide care for a family member with a mental or physical illness, or health condition. This includes care for a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury, health condition or preventative care. An employee may use “safe time” in the event of an absence due to domestic

assault, sexual assault, or stalking of the employee or of the employee's family member. The use of ESST can be used in no less than one hour increments. Additionally, the employee will be paid ESST for scheduled hours worked for that day(s), not to exceed eight (8) hours per day. When employee makes the company aware of an absence that is a qualifying absence in accordance with this policy, appropriate ESST will automatically be applied. The company may require documentation if the employee's use of ESST exceeds three (3) days. Abuse of ESST may lead to disciplinary action.

## **ARTICLE 18 - FUNERAL LEAVE**

### **Section 1:**

Upon request, a maximum of five (5) days funeral leave shall be granted and paid an Employee for a death in the immediate family if the distance to the location of the funeral exceeds five hundred (500) miles from Duluth. Upon request, a maximum of three (3) days funeral leave shall be granted and paid if the distance to the location of the funeral is less than five hundred (500) miles from Duluth. A funeral leave day as available may be used for the day following the funeral. Discretion shall be used by Employees when requesting such leave. If the absence exceeds this time, it shall be charged to vacation time. For scheduling vacation for funeral leave, Article 31 shall be waived.

### **Section 2:**

For funeral leave, the immediate family is defined as parent, child, brother, sister, spouse, grandparents, grandchildren, daughter-in-law, mother-in-law, son-in-law, father-in-law, step parents, step children, step brothers or sisters, or wards of the Employee.

### **Section 3:**

One (1) day funeral leave will be granted and paid for brother-in-law or sister-in-law.

### **Section 4:**

Unpaid absence for funerals of other than the immediate family may be granted at the discretion of the supervisor and shall not exceed one-half (1/2) work day.

## **ARTICLE 19 - HEALTH AND WELFARE**

### **Section 1:**

Effective January 1, 2022, the Employer shall provide Medical Plan E, Dental Plan G, and the Vision Service Plan (VSP), provided for by Teamsters Joint Council 32 Health Plan for all regular full-time employees covered by this agreement who have been on the payroll (30) days or more, and the Employer shall pay the complete cost of the same covering the Employee and dependents.

**Section 2:**

Employers presently making payments to the Teamsters Joint Council 32 Health Plan and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement.

**Section 3:**

By the execution of this Agreement, the Employer authorizes the Trustees which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

**Section 4:**

If an Employee is absent because of illness or injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of five (5) weeks. The Employee may extend the required contributions to a period of up to twelve (12) weeks in a continuous one (1) year period through the Family and Medical Leave Act where applicable.

**Section 5:**

If an Employee is absent because of an occupational injury with the Employer, the Employer shall continue to pay the required contributions until such Employee returns to work, however, such contributions shall not be paid for a period of more than three (3) months.

**Section 6:**

Contributions to the Health and Welfare Fund must be made for each week on each regular Employee, even though such Employee may work only a portion of the week under provisions of this Contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

**ARTICLE 20 - PENSIONS**

**Section 1:**

Effective January 1, 2022, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$338.00 per week for all regular full-time employees covered by this Agreement who have been on the payroll thirty (30) days or more. Contributions shall not be made into this pension fund for part-time Employees. However, any part-time Employee who has exceeded one thousand (1,000) work hours during a twelve (12) month period will have contributions made for him/her for all work hours thereafter for the remainder of that year and all subsequent years.



**Section 2:**

By the execution of this Agreement, the Employer authorizes the Employer's Association which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund and to designate the Employer Trustees under such agreement hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

**Section 3:**

If an Employee is injured on the job, the Employer shall continue to pay the required contributions until such Employee returns to work, however, such contributions shall not be paid for a period of more than three (3) months.

**Section 4:**

If an Employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of five (5) weeks.

**Section 5:**

Contributions to the Pension Fund must be made for each week on each regular Employee, even though such Employee may work only a portion of each week under the provisions of this Contract including weeks where work is performed for the Employer but not under the provisions of this Contract, and although contributions may be made for those weeks into some other pension fund.

**ARTICLE 21 - PASSES FOR EMPLOYEES**

**Section 1:**

The Employer shall grant passes for Employees working, Employees retired, and receiving pension, and Employees disabled while on and in the line of duty.

**Section 2:**

The Employer shall also grant passes for all spouses and school children of Employees. Said passes to be good 24 hours a day, on an annual basis. Company to pay all costs in issuing passes for spouses and children; and will issue a duplicate pass for lost or destroyed original one time at no cost. A second duplicate pass will be issued at a replacement cost of \$10.00. No additional duplicate passes will be issued. Upon request, the Company will laminate passes.

**Section 3:**

It is further agreed that annual passes will be granted for the surviving spouse and children, up to the age of 18, of all Employees who have completed five (5) years or more of service with the Company.

**Section 4:**

Passes for new Employee's spouses and children are to be issued upon completion of probationary period.

**C. NEW EMPLOYEES**

**ARTICLE 22 - PROBATION PERIOD**

**Section 1:**

A new Employee shall work under the provisions of this Agreement but shall be employed only on a one hundred fifty (150) day trial basis, provided, however, that the probation period may be extended for thirty (30) days when agreed upon by the Company and the Union. During the probation period, he may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After serving the probationary period, the Employee shall be placed on the regular seniority list. In case of discipline during the probationary period, the Employer shall notify the Local Union in writing.

**Section 2:**

Regular or part-time operators will not be required to serve more than one (1) probationary period.

**D. DISCIPLINE AND GRIEVANCE**

**ARTICLE 23 - DISCHARGE OR SUSPENSION**

**Section 1:**

The Employer shall not discharge or suspend any Employee without just cause, but in respect to discharge shall give at least one (1) warning notice of the complaint against such Employee to the Employee, in writing, and a copy of the same to the Union affected, except that no warning notice need to be given to an Employee before he is discharged if the cause of such discharge is impairment due to substance abuse while on duty, or recklessness resulting in serious accident while on duty, or dishonesty while on duty, dishonesty involved in the employment relationship or verified cell phone use during operation of the bus; provided further that in any appropriate case the Company and the Union may by mutual agreement waive the requirement for a warning notice prior to discharge of an Employee.

## **Section 2:**

A verbal warning or warning letter as a form of progressive discipline shall remain in effect for a period of eight (8) consecutive months from the date of said warning being issued. In the case of a warning letter for a serious safety violation, the issued warning letter will remain in the personnel file for a period of twelve (12) consecutive months. A serious safety violation will be considered a violation where there is potential for serious injury, death, or liability.

At the end of the consecutive month period, notation of the verbal warning or the warning letter shall be removed from the personnel file. In the case of the written warning, the Employee shall be so notified. A written warning for discipline associated with Customer Service Reports will include the report number(s) of all Customer Service Reports associated with the written warning.

## **Section 3:**

Discharge must be by proper written notice to the Employee and the Union affected. Any Employee may request an investigation as to their discharge or suspension. Should such investigation prove that an injustice has been done to an Employee, the Employee shall be reinstated. Appeal or request for investigation of discharge, suspension, or warning notice must be taken within five (5) working days by written notice and a decision rendered by the Employer within thirty (30) calendar days from the date of discharge, suspension, or warning notice. In the event the Employer's decision is not satisfactory to the Union, the dispute may be submitted to a Board of Arbitration under Article 24, Section 4.

## **Section 4:**

The Company may automatically discharge an Employee without written notice for being absent without permission for a period of three (3) days or more except in cases of extenuating circumstances.

## **Section 5:**

The Company may, in lieu of issuance of a warning notice, automatically suspend an Employee without written notice for a period not exceeding three (3) days for being absent without permission.

## **Section 6:**

The employee shall have the right to review tapes (recorded video) with the Union Steward present prior to any disciplinary action being taken.

## **ARTICLE 24 - GRIEVANCE PROCEDURE AND ARBITRATION**

### **Section 1:**

Any controversy arising out of the interpretation of, or adherence to, the terms and provisions of this Agreement shall be settled by the grievance procedure hereinafter set forth, except as covered by Article 23, Section 3.

**Section 2:**

It is the intention of this grievance procedure that all possible disputes under this Agreement be settled in a timely manner, directly between the Employee and his immediate Department Head. Any disciplinary action taken by the Company shall be assigned to the Employee within five (5) working days upon completion of the Company's investigation of the alleged offense by the Employee.

**Section 3:**

Before the issuance of written warning notices, suspensions, or discharges, the Employer will set a meeting with the Employee to discuss the possible issuance of a written warning notice, suspension or discharge, and the Employer and Employee will discuss the reasons and circumstances surrounding such potential disciplinary action. The Employer shall notify the Employee of the right to proper representation prior to the meeting. Subsequent to such a meeting, should the Employer determine to issue a written warning notice, suspension or discharge, the Employee may then avail himself of the provision of Article 24 of this Contract.

**Section 4:**

1. When a dispute arises, the Employee, either alone or with a Union Representative, will approach his Immediate Supervisor with the issue within five (5) working days of the alleged incident. Within five (5) working days from that meeting, the Immediate Supervisor shall report back to the Employee or Union their decision relative to the dispute. This shall be known as Step 1 in the Grievance procedure.
2. In the event the Employee is dissatisfied with the Immediate Supervisor's decision from Step 1, the Employee may request that the Union present the grievance to the Director of Operations. Using forms provided by the Union, all details will be provided in writing by the Employee and a copy of this documentation will be presented to the Director of Operations by the Union within five (5) working days from the decision of Step 1. The Director of Operations shall render a decision on the grievance within five (5) working days from receipt of the grievance. This shall be Step 2 of the Grievance Procedure.
3. In the event the Employee is dissatisfied with the Director of Operations' decision in Step 2, members of the Union Grievance Committee shall, within five (5) working days of the Step 2 answer, arrange a meeting with the General Manager to review all issues related to the dispute. Minutes will be taken in the meeting and the General Manager shall render a decision within fifteen (15) working days of the meeting unless other procedures are mutually agreed to by the Grievance Committee and the General Manager. This shall be Step 3 in the Grievance Procedure.
4. In the event the General Manager's decision is not satisfactory to the Grievance Committee as a whole, then the matter shall be submitted to a Board of Arbitration as detailed in Section 5 below.

**Section 5:**

1. If the controversy has not been resolved by the aforesaid grievance procedures, then such controversy may be referred to the Federal Mediation and Conciliation Services within five (5) working days of receipt of the Company's answer in Step 3 for a final and binding settlement. If such referral is not made within the aforementioned period, and other procedures are not mutually agreed to by the Grievance Committee and the General Manager, either the Company or the Union WITHIN THIRTY DAYS OF THE DECISION IN STEP 3, may request the designation of a panel of five (5) individuals by the Federal Mediation and Conciliation Service and upon receipt of such list of five (5) names, four (4) names shall be stricken and the remaining individual shall be the neutral arbitrator. The striking of names shall be accomplished by alternate strikes by the Company representative and the Union representative, with the first strike to be made by flipping a coin, with the loser to strike first.
2. The selection of the neutral arbitrator shall be accomplished within five (5) days of receipt of the panel listing and the parties shall proceed to arbitration forthwith. In any event, the Company and Union representatives are authorized to dispose of the subject of the arbitration by mutual agreement within the period prior to submission of the matter to the full Board, and such disposition shall be as binding and valid as if the matter had been disposed of by the full Board of Arbitration. The Union and Employer have agreed that should a local grievance panel be acceptable to both parties, such grievance may be referred to such panel for resolution.
3. The majority decision of the Board shall be final and binding on the Union, the Employer, and any Employee affected in any controversy so settled. If either party fails to abide by the majority decision of the Board of Arbitration, the parties will then be allowed to use whatever economic or legal recourse they deem necessary. The Union and the Employer shall share equally any cost for the third member. The arbitrator shall not add to, subtract from or vary the terms of this Agreement.

**E. PROMOTIONS AND TRANSFERS**

**ARTICLE 25 - PROMOTIONS**

**Section 1:**

Equal consideration will be given to the Employee members of the Union in promoting or assigning Employees to a supervisory position, providing they are qualified to do the work.

**Section 2:**

Employees transferring from one department to another shall be required to serve a new probationary period, but shall retain any benefits accrued by seniority in the carry over to the new department. Seniority rights in the new department will accrue from date of transfer. If the Employee is transferred back to their original department position during the probationary period,

their seniority rights and any benefits accrued shall revert back into their original department position.

## ARTICLE 26 - DISABLED EMPLOYEES

### Section 1:

Partially disabled Employees will be given preference over new Employees in filling positions that may open on the entire property for which they can qualify. The Employer will provide reasonable accommodations for disabled Employees under the guidelines of the Americans with Disabilities Act.

### Section 2:

The Company may assign temporarily disabled employees who are off work due to illness or injury, but not confined to home. The employee will receive current minimum wage for the work assigned and sick leave will supplement to the daily 8 hour wage. Work assignments which could be provided include telephone information operator, file clerk, bus cleaner, grounds work, etc.

## F. WAGES AND PAY

## ARTICLE 27 - CLASSIFICATIONS AND RATES OF PAY

### Section 1:

Effective January 1, 2022, the top operator's rate shall be increased by \$2.92 to \$26.70 per hour. Effective January 1, 2023, the top operator's rate shall be increased by \$0.40 to \$27.10 per hour. Effective January 1, 2024, the top operator's rate shall be increased by \$0.40 to \$27.50 per hour. Effective January 1, 2025, the top operator's rate shall be increased by \$0.40 to \$27.90 per hour. Effective January 1, 2026, the top operator's rate shall be increased by \$0.40 to \$28.30 per hour.

### Section 2: New Employees

The starting rate for new Employees hired into the Transportation Department or Maintenance Department will be adjusted as follows:

Transportation Department	
<u>Months of Continuous Service</u>	<u>% of Classification Rate</u>
First 12 months	90%
Second 12 months	95%
Thereafter	Top Rate

## Maintenance Department

<u>Months of Continuous Service</u>	<u>% of Classification Rate</u>
Probationary Period	90%
Thereafter	Top Rate

Those employees currently employed will be placed under the terms of this progression until they reach to top rate.

### **Section 3: Maintenance Department Rating Schedule**

Maintenance Department personnel shall receive a percentage of the top operator's wage rate as per the following schedule:

Leadman – six (6) men or more	109%
Leadman – five (5) men or less	108%
Senior Technician (A)	108%
Junior Technician (Lead)	106%
Junior Technician (B)	105%
Tireman	108%
Service Worker Leadman	100%
Service Worker	90%
Cleaner	75%

A Senior or Junior Technician who obtains additional Automotive Service Excellence (ASE) certification beyond the required group of Brakes, Steering and Suspension and Preventive Maintenance certifications from the Heavy Truck or Transit Bus curriculum will receive an additional 1% wage for each additional certification to a maximum of four additional certifications.

A Maintenance Department employee obtaining a 2-C Boiler License will receive an additional \$0.10 per hour to be calculated in addition to the normal maintenance wage percentage progression. A Maintenance Department employee obtaining a 1-C Boiler License will receive an additional \$0.25 per hour to be calculated in addition to the normal maintenance wage percentage progression.

An employee whose certification expires will retain the 1% additional wage, but must recertify by the second testing cycle or will lose the additional 1% wage.

The Employer will reimburse the cost for each ASE certification or recertification passed.

### **Section 4:**

All employees may enroll and voluntarily make contributions into the Teamster's 401K as administered by the Teamsters 401K Plan.

## **ARTICLE 28 - OVERTIME FOR HOLIDAYS**

### **Section 1:**

Regular Employees when called to work on any of the holidays as listed in Article 14; Section 1; shall be paid in addition to their eight (8) hour holiday pay, one and one-half (1½) times the regular rate for all time worked, with a minimum of four (4) hours.

## **ARTICLE 29 - EXPENSES**

### **Section 1:**

All Employees shall receive applicable rates of pay and all expenses incurred during any breakdown of a bus while in service.

## **ARTICLE 30 - benef - JURY PAY**

### **Section 1:**

Employees required to attend Court, inquests, or similar hearings under instructions from the Employer, and Employees who witness an accident while on duty and later are subpoenaed, shall receive their regular rate of pay, and any necessary expense they may incur while doing such work less amounts collected as fees and mileage.

### **Section 2:**

The Employer will pay to Employees serving on jury the difference between jury duty pay and regular wages when verified by the court work certificate of time and pay received while serving as a jurist.

### **Section 3:**

An Employee required to serve jury duty will provide a copy of their jury summons to the Company. The summons will provide information about reporting requirements for the jury duty. Employees in the Transportation Department required to serve jury duty will be booked on their regular work schedule each day during their jury duty term. The Employee must notify the Station Dispatcher of the day for reporting to jury duty. If selected for a jury, the Employee will not be booked on their regular assignment. If excused from jury duty, the Employee is to immediately notify the Station Dispatcher and accept work assignments as provided. If excused for any full day(s), the Employee must report for booking by telephone on the day(s) previous to the excused day(s) and shall work the booked work on the excused day(s) unless recalled for jury duty unexpectedly. In that event, the Employee shall notify the Station Foreman immediately. If the Employee's regular work is a late night run, he/she may choose to be booked as an extra list operator during the term of the jury duty.



## **G. SENIORITY**

### **ARTICLE 31 - SENIORITY**

#### **Section 1:**

Seniority rights shall prevail. The list of Employees arranged in the order of their seniority shall be posted in a conspicuous place on the job. Any controversy over the seniority standing of any Employee on this list shall be referred to the Union for settlement. The senior Employees shall have first preference on the job provided, however, that the present assignment of Employees in the various classifications of work shall not be disturbed in any manner other than that set forth below.

#### **Section 2:**

The Employer agrees to notify the Union in writing of the employment, completion of probation, laying off, or discharge of any Employees covered by this Agreement.

#### **Section 3:**

The Employer agrees to post in an accessible place an up-to-date seniority list showing the name and seniority standing of each qualified Employee covered by the Agreement.

#### **Section 4:**

Seniority dates as now established shall be recognized as the official seniority dates of all Employees covered by this Agreement.

#### **Section 5:**

Employees in the Maintenance Department and the Operating Department shall only hold seniority in their respective Departments. Employees used in other departments shall be used for emergency purpose only, and then only after all qualified available Employees in the particular department affected are working.

#### **Section 6:**

Qualified Employees enlisting or called for active military service with the United States, and qualified Employees drafted for defense work by a federal body having jurisdiction in the premises which would require their absence from the service of the Employer and qualified Employee veterans hospitalized following release from active service not to exceed one (1) year after such release, shall if they report for work within ninety (90) days from date of honorable discharge from such service or hospitalization and providing they are physically qualified to return to work, retain and accumulate seniority and service during such absence. Any Employee so called or drafted shall receive a vacation pro-rated based on the months he has worked.

#### **Section 7:**

Employees who are called for military service, including Employees drafted for defense work, or Employees who are hospitalized as above referred to, upon returning to work shall be entitled to a vacation during the year in which they return to work with the Employer. Such Employee for the purpose of vacation, shall be considered to have worked for the Employer during the vacation year immediately preceding said vacation.

**Section 8:**

In reducing personnel because of lack of work or other legitimate reason, the last Employee hired shall be the first laid off, and in returning Employees to work, the last Employee laid off shall be the first rehired. Benefits to accrue during period of active service only. Seniority to revert to original date of hire. The necessary reassignment of Employees to the various classifications of work, such as full-time to part-time as an example, shall be made accordingly. Benefits to accrue during period of active service only. An Employee laid off may pass on being reclassified into a part-time position, but will not be allowed to later bump into that reclassification position.

An Employee that passes on being reclassified into a part-time position will not be affected for rehire when laid off Employees are recalled. The Company will continue to contribute pension benefits for full-time Employees reclassified into part-time positions; Health and Welfare benefits will be paid by the Employee and vacation benefits will be pro-rated proportionately to the hours of part-time work compared to a full work schedule.

**ARTICLE 32 - AGREEMENT TERMINATION**

**Section 1:**

This Agreement shall be effective from the 1<sup>st</sup> day of January 2022, and shall continue in full force and effect through the 31<sup>st</sup> day of December 2026, and shall automatically renew itself thereafter until and unless either party at least sixty (60) days before the 31<sup>st</sup> day of December 2026, notifies the other party in writing that it desires to terminate or modify the Agreement. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse.

**PART TWO**

**TRANSPORTATION**

## **A. GENERAL PROVISIONS**

### **ARTICLE 33 - OPERATION BY QUALIFIED OPERATORS**

#### **Section 1:**

All operating of buses shall be done by qualified operators holding operator's seniority unless all available operators are working, when qualified Employees of other departments may be used, or qualified part-time Employees pursuant to Article 52 hereof. However, non-qualified administrative employees may be used for the purposes of training new operators. Regular operators or qualified part-time Employees shall not be used for extra work when extra men who have not had a full day's work are available, except when a regular operator is requested by a chartering party.

### **ARTICLE 34 - OPERATORS**

#### **Section 1:**

Operators miss booked shall be paid for all time booked to make their day whole to 8.0 hours, provided that they report as scheduled and accept work as available. The miss booked operator will be used to cover open work at the discretion of the Station Dispatcher. In the event assigned work exceeds eight hours, the operator shall receive overtime for all work in excess of the eight hours.

#### **Section 2:**

Failure to report prior to booking time on the day an Employee misses or if the Employee is scheduled for a piece of work starting after booking time failure to report by 8:00 p.m. of such day shall constitute being absent without permission.

#### **Section 3:**

If an operator performs other work after having failed to report as required and hence forfeited his guarantee for the day, such time worked shall not be counted against guarantee of any other day.

#### **Section 4:**

When an operator is working a run or an extra that is scheduled to be relieved, and continues on the run or extra (relieves himself), the travel time allotted will not be deducted from the piece of work involved.

#### **Section 5:**

On days of severe weather or other emergency reason which results in the necessity for the temporary cancellation of bus service, operators reporting will be paid an eight (8) hour guarantee. Those operators unable to report, those contacted by supervisory personnel, or those informed through announcements made by the radio stations and informed of the cancellation of service may elect to take vacation or floating holiday pay for the day(s) of canceled service.

## **ARTICLE 35 - REPORTING TIME**

### **Section 1:**

All runs and pull-outs will be allowed ten (10) minutes each time operator reports.

## **ARTICLE 36 - TRAVEL TIME**

### **Section 1:**

All runs which pull out and end with a relief and all runs which start with a relief and end by pulling in will be allowed running time one way plus five (5) minutes between the station and all relief points, except where reliefs are made at 26th Avenue West and Third Street or 25th Avenue West and Superior Street. All runs that make relief at 21<sup>st</sup> Avenue West, or at the 8W terminal will be allowed (15) fifteen minutes total report and travel time. Trolley runs that make relief at 6<sup>th</sup> Avenue West will be allowed (20) twenty minutes' total report and travel time. All run cards shall be marked showing reliefs so all operators are aware of where and when reliefs are to be made.

### **Section 2:**

The Company will provide two radio equipped automobiles designated for making relief at locations away from the operating facility other than 25<sup>th</sup> Avenue West and Superior Street.

## **ARTICLE 37 - TIME OFF BETWEEN SHIFTS**

### **Section 1:**

The Employer shall give any regular or part-time operator at least nine (9) hours off after completion of their shift. The employee shall have the option of waving this requirement in lieu of overtime pay until such time the nine (9) hour minimum is met.

## **ARTICLE 38 - COMFORT STATIONS**

### **Section 1:**

The Employer shall as far as practicable provide suitable comfort stations for the accommodations of operators while on duty. The company will post and maintain, on an annual basis, a current and updated list of comfort facilities which may be utilized by operators.

## **ARTICLE 39 - OVERTIME**

### **Section 1:**

A minimum of three (3) hours at straight time on pullouts will be allowed for work done in addition to a regular day's work.

### **Section 2:**

Time and one-half (1½) will be paid for work on regular days off provided the Employee has not missed during his normal scheduled work week.

**Section 3:**

Operators that are required to work overtime will be on a rotation with all operators on the seniority list. Required overtime will be assigned in reverse seniority manner. No operator will be required to work both of their scheduled days off. At the beginning of every general pick, the mandatory overtime list reverts back to the bottom of the seniority list.

**Section 4:**

When an operator signs up for overtime work at the regular pick or subsequent thereto per existing sign up procedures and is booked on overtime work accordingly, that Employee is responsible for that overtime work as though it were regularly booked work.

**Section 5:**

Payment of overtime is to be computed to the nearest one-half-tenth of an hour.

**ARTICLE 40 - DIVISION OF PULLOUTS**

**Section 1:**

Pullouts when worked in addition to a regular run will be divided as equally as possible between all operators who have signed up for overtime work.

**ARTICLE 41 - PICKS**

**Section 1:**

General Picks for the duration of this agreement shall be quarterly and scheduled to take effect on the 1<sup>st</sup> Sundays of March, June, and December. The General Pick effective for September shall have a start date coinciding with the start of the University of Minnesota-Duluth Fall semester. Regular men shall be allowed to pick the extra list if they so desire and will rotate with the list. The present practice of allowing regular men to pick pullouts shall be continued. At the time of general picks, the Employer shall allow five (5) working days for scanning purposes prior to start of picking. In cases of emergency picks or in picks as defined in Section 2 and 3 below, scanning periods will not be required.

**Section 2:**

When a regular run or a picked work week of pullouts becomes open and it is apparent that it will remain open for thirty (30) days or more, there will be a pick from the open run or picked work week of pullouts, down; effective until the Sunday following notice received of the operator's intention to return to work. The picking of work week pullouts is to be done by full picked week

only. Pullouts may not be broken apart during the bump pick. The Company will make an attempt to contact Employees on vacation or off work due to illness of their day to pick.

**Section 3:**

In the event a run is discontinued or reduced in time by more than one hour per day, provisions shall be made for repicking by those affected, such picking shall be expedited by the Dispatcher and shall be put into effect on the Sunday following completion of the pick.

**Section 4:**

In the event that new work is added between general picks, that work will be worked by the extra list until the next general pick. This section does not apply to trips which may be added to existing picked pullouts.

**Section 5:**

Each operator is responsible to prepare choices for their picks, so when notified by the Dispatcher of their turn to pick, it is readily available to avoid the pick being held up because of their work schedule or absence. In the event no choices are given, the Dispatcher will select work for him comparable to his previous pick. Unless indicated in writing, the Dispatcher will exercise best judgment in the selection. To the extent possible an Employee's day to pick work will not be scheduled on his assigned day off.

**Section 6:**

In the Operating Department, a seniority list will be maintained for picking purposes for Employees presently on the payroll. After a pick of any kind has been completed, the remaining men on the seniority list shall be integrated into one extra list.

**ARTICLE 42 - ALLOWANCE FOR INSTRUCTORS AND REPORTS**

**Section 1:**

Operators and Maintenance employees shall receive \$.50 per hour in addition to their regular rate of pay for the training of students.

**Section 2:**

Operators shall receive three tenths (.3) of an hour at time and one half (1½) for the satisfactory completion and submission of an accident/incident report.

### **Section 3: Mandatory Training**

Time and one half (1½) to be paid for time spent in a formal class-type mandatory training when the time spent in the training in combination with scheduled work exceeds eight (8) hours per day or forty (40) hours per week.

## **ARTICLE 43 - UNIFORMS**

### **Section 1:**

The Employer and the Union agree that having bus operators in a full, attractive, neat, clean uniform while on duty will result in a better image of the Employees and the DTA, will increase operator control in the bus, and will increase Employee pride. Accordingly, the following procedures will govern the uniform wearing program by operating Employees.

### **Section 2:**

All operating Employees will be required to wear full uniform while on duty, in accordance with established specifications of the Employer.

1. The Employer shall assign to each full time operator an initial uniform to be comprised of: two (2) jackets; one (1) jacket liner, or one sweater/sweater vest; three (3) trousers (slacks); (5) five shirts; two (2) ties; uniform cap, or Baseball style cap (optional); all to be of color and design determined by the Employer. The Employee may request (1) one pair of summer shorts.
2. The Employer shall assign to each part-time operator an initial uniform to be comprised of: one (1) jacket; one (1) jacket liner; or optional One sweater; one (1) trouser/slack; one (1) short sleeve shirt; one (1) long sleeve shirt; two (2) ties; uniform cap or Baseball style cap (optional); all to be of a color and design determined by Employer.
3. Full uniform defined as only uniform items provided by the company

### **Section 3:**

Employer shall own the uniforms and assign them to operators for wear while on duty and going to and from duty. Operators will not wear uniform on days off and will not perform non-work related labor or similar activity while in uniform. Operators will not wear uniform in a manner or location which can bring discredit upon the Employer. While wearing the uniform in public, an Employee will conduct himself in a manner to reflect well upon himself and the DTA.

### **Section 4:**

Employees terminated for any reason will return all components of the uniform to the Employer.

## **Section 5: Personal Appearance**

All operators shall maintain a neat and clean appearance. Hair shall be clean and neatly combed. Beard and mustache, if worn, shall be clean and neatly groomed. Uniform dress shall be in accord with the provisions set out in Section 2 and 3, and applicable, and Section 6.

## **Section 6:**

1. Winter Dress: The winter uniform dress shall be in effect beginning October 1st through April 30th, each year, whenever an operator reports for duty and during all duty hours. Each piece of uniform clothing shall be neat and clean, well pressed, in good repair and of proper fit at all times during which it is in use. Winter uniform dress shall consist of the articles provided by the Company, including long sleeve shirt (shirt with tails must be tucked into the trousers, shirt with tailored square cut may be worn outside the trousers); trouser/slacks; tie (optional); and only white T-shirt or light blue mock turtle worn under open neck shirt; jacket and liner. Uniform cap is optional. Wearing of liners is optional and liner is to be worn only when jacket is worn.
2. Summer Dress: The summer uniform dress shall be in effect beginning May 1st through September 30th each year, whenever an operator reports for duty and during duty hours, each piece of clothing shall be neat and clean, well pressed, in good repair and of proper fit at all times during which it is in use.

Summer uniform dress shall consist of the articles provided by the Company, and will include the following: Uniform trousers/slacks; shorts; regular short sleeve or long sleeve shirt (shirt with tails must be tucked into the trousers, shirt with tailored square cut may be worn outside the trousers); tie is optional with regular long or short sleeve shirt. If tie is not worn the top button of regular shirt shall be open; jacket is optional with either regular or knit shirt but a tie must be worn if jacket and regular shirt (long sleeve or short sleeve) are worn together (no regular shirt collars open when jacket is worn). A tie may be worn with the regular type shirt when a jacket is not worn. Jacket liner is only to be worn when jacket is worn.

## **Section 7:**

The Director of Transportation may designate a tie requirement for occasional special services (e.g., special charters) of special importance to the Company.

## **Section 8:**

Other articles of clothing which are not provided by the Employer, but are in accordance with wearing of the uniform include:

1. Coats, overcoats, raincoats may be worn during inclement weather to and from the bus (and in the bus if severe weather conditions dictate), provided they have no lettering or advertising on them and are not garish or otherwise not in good taste as determined by the Employer.



2. Belts shall be worn with men's trousers and shall be of proper fit and coordinate with trousers.
3. Shoes: To be a dark color. Boots, if necessary, are to be of a dark color and of the type that can be polished or cleaned. Sandals, tennis shoes, hiking boots or other such footwear are prohibited. Footwear should not appear dirty or unattractive nor should the heel size or other factors constitute a safety hazard.
4. Socks: Dark socks are preferred, but white socks may be worn.
5. The Employer will not be expressly unreasonable in monitoring this section.

### **Section 9: Replacement**

The Employer shall be responsible for the replacement of worn uniform components as they occur from normal work use. The Employer, from information obtained from the uniform manufacturer, views the life expectancy of the total uniform to be at least a two (2) year duration. Therefore, as replacement is required, an inspection of the unwearable component by the Director of Operations will determine whether the component shall be replaced. In the event that the Director of Operations is not available to make the determination, the Safety/Training Director shall be delegated authority for approving replacement. If a situation should arise that a component part is documented as damaged in the line of duty and during duty hours, that component shall be replaced at the expense of the Employer. Should this damage be caused by negligence or occur during off duty hours, then the cost of replacements shall be borne by the Employee. The determination in this situation shall be made by the Director of Operations. Replacement procedures will be established by the Employer relative to validation by the Employee and vendor of component replacement.

### **Section 10:**

Issued uniform jackets and ties, as designated for dry cleaning by the Employer will be dry cleaned at the expense of the Employer. Each issued uniform jacket will be dry cleaned at the Employer's expense a maximum of three (3) times a year. Each issued uniform tie will be dry cleaned at the Employer's expense a maximum of two (2) times a year. The Employer reserves the right to discuss this procedure in the event that a significant development occurs relative to the dry cleaning program.

## **B. RUNS**

*Articles in this section relate only to Employees classified as regular run operators*

### **ARTICLE 44 - DAILY AND WEEKLY GUARANTEE**

#### **Section 1:**

All regular runs shall be made to provide a minimum of forty (40) hours per week. All regular runs are to be completed in five (5) days. The Employer will schedule as many runs as practicable with two (2) consecutive days off per week. All time worked in excess of eight (8) hours per day shall be paid at time and one-half (1½). At no time will a rate greater than 1½ times the hourly rate be paid

for any hour worked. On days of advance notice for schoolwork being dropped, run operators may report at corrected time without loss of guarantee for the day. An Operator requesting off all or part of a run that contains less than eight (8.0) hours will lose only the guarantee portion of the run from that day. This provision does not apply to operators picking pullouts. Student drivers shall receive time and one-half (1½) after forty (40) hours per week.

## **ARTICLE 45 - SPREAD**

### **Section 1:**

The spread on split runs shall not exceed twelve (12) hours and the length of all regular runs shall not exceed nine and one-half (9½) hours, subject to waiver by mutual agreement of the Company and the Union.

### **Section 2:**

The ratio of one-piece runs to the total number of runs shall be sixty percent (60%).

### **Section 3:**

There shall be no runs made up of more than two (2) pieces.

### **Section 4:**

An extra afternoon (p.m.) show up assigned a late night run may request relief after reaching the twelve (12) hour spread of first report for the day.

## **ARTICLE 46 - UNIFORM HOURS**

### **Section 1:**

Regular runs are to be scheduled so as to make the daily hours as uniform as is practical.

## **C. PULLOUTS**

*Articles in this section relate only to Employees classified as regular pullout operators*

## **ARTICLE 47 - PULLOUT OPERATORS**

### **Section 1:**

Operators who pass up runs to pick pullouts will be classed as extra men, but shall be entitled to regular operators' benefits as follows:

1. Operators who pick pull-outs as a day's work shall be paid overtime after the picked day's work.

2. Pull-out operators will be permitted to pick work within a fourteen (14) hour spread, provided, however, that they pick a minimum of 37.5 hours per week and not pick more than nine and one-half (9 ½) hours of work in one (1) day. All operators will be required to work a minimum of 4 ½ days per week. All pullout operators will be guaranteed a minimum of 40 hours per week.
3. Pull-out operators will be guaranteed the picked work week provided that the picked week is worked as picked and any miss, approved booking off or unpaid sick leave during the given week will cancel the work week guarantee. In such cases when the picked week is not worked, the operator involved will be paid only for actual hours worked for that given week. In the event any of the picked work is dropped and the operator has signed into the "red book" his desire for make-up work, and completes that day's assignments shall have their picked day's guarantee made whole for that day.
4. In the event any of the picked work is dropped before pulling out time, the operator involved will choose or be reassigned to any open work to make up all lost hours of their dropped piece, working any combination of open pieces available to total at least the hours lost if parts of the picked work were dropped or canceled, provided that the lost hours will be made available by the Employer within the operator's five (5) scheduled working days per week and if not, the Employee shall suffer no reduction in pay because of such lost hours. Any approved one half (½) day book off during school holidays will not offset work week guarantee, however, the weekly guarantee will be reduced by the book off hours.
5. Time and one-half (1½) will be paid for extra scheduled trips added to such pullouts at regular intervals as on Monday nights, as well as for extra trips on short notice at any time.
6. Pull-out operators who select only one (1) pull-out on Saturday or Sunday, will be paid time and one-half (1½) for work done in addition for such pullouts on Saturday or Sunday.
7. The minimum number of hours is not to be less than two and one-half (2 ½) hours under the regular work week., except that operators allowed to return to work following a long illness will be permitted, if possible, to pick less hours of work per week until they are able to resume full time duties, being paid only for the actual hours worked.
8. All charter work and any other extra work shall first be added to non-picked work. If a charter is added to a picked piece of work the Employee will have the choice of working a different piece of work for that day without a loss of guarantee.

#### **D. Extra List**

*Articles in this section relate only to Employees classified as regular extra list operators*

#### **ARTICLE 48 - EXTRA LIST**

##### **Section 1:**

Extra list shall be comprised of those operators not picking runs or pullouts as per Articles 45, 46, 47, and 48.

## **ARTICLE 49 - DAYS OFF**

### **Section 1:**

Extra operators are to work a five (5) day week. To the extent possible, days off for the extra operators will be consecutive.

## **ARTICLE 50 - MINIMUM GUARANTEE**

### **Section 1:**

Extra operators shall be guaranteed eight (8) hours per day, five (5) days per week, with a weekly guarantee of forty (40) hours provided they report as required and take the assignments provided. The daily guarantee to be reduced by eight (8) hours for each day that an operator misses or lays off part or all of his assigned day's work.

### **Section 2:**

Extra operators will be paid time and one-half (1½) for work over eight (8) hours per day, or after a twelve (12) hour spread, provided the Employee has not missed out, booked off or requested a deviation in the work schedule. At no time will a rate greater than one and one-half (1½) times the hourly rate be paid for any hour worked.

### **Section 3:**

Extra operators will be paid time and one-half (1½) for work in addition to a day's work. A day's work shall consist of:

1. The working of a run.
2. Any other booked work consisting of two (2) pieces that can be completed within twelve (12) hours from the time of first reporting for the day.

### **Section 4:**

All pullouts will carry a minimum guarantee of two (2) hours.

## **E. Part-time Employees**

*Articles in this section relate only to Employees classified as regular part-time operators*

### **ARTICLE 51 - PART TIME EMPLOYEES**

#### **Section 1:**

Notwithstanding other provisions in the Contract to the contrary, part-time Employees may be used by the Company in accordance with the following:

1. Part-time Employees may be used during the months of September through June and during summer school session to insure the efficiency and effectiveness of the operation provided that part-time Employees will not be used to deprive regular Employees of straight time work. At all other times, part-time Employees will not be used to deprive regular Employees of work, whether it be on a straight time or overtime basis. Any Employee so deprived shall be paid for time lost.
2. Part-time Employees will comply with Article 3 of this Contract, but shall not be entitled to any fringe benefits provided for in this Agreement. Part-time Employees shall be paid the rate of pay provided for in this Article.
3. A part-time Employee is defined as an Employee who works twenty-five (25) hours or less per week.
  - a) Part-time Employees may be used only when all regular Employees scheduled to work have been assigned.
  - b) Part-time Employees must become members of the Union after 30 days, the same as full time Employees.
  - c) After December 1, 1985, the top rate for part-time operating Employees will be 85% of the top rate for a full-time operator. Newly hired part-time operators after December 1, 1985, shall begin the same pay progression as a new full-time operator; but shall progress to 85% of top operator's wage only.
  - d) Part-time operating Employees will be limited to 10% of total number of full-time operators, in addition to part-time operators employed in the Maintenance Department. Part-time operating Employees will not be used to directly cause the reduction of the number of regular operating Employees.

#### **Section 2:**

Up to four part-time employees may be used in the Maintenance Department to perform duties such as parts pick up, parts sorting, parts washing, facility cleaning, bus interior cleaning, grounds work, grass cutting, snow shoveling, shelter cleaning, etc. Maintenance Department part-time employees will work up to a maximum of 25 hours per week and will receive a top wage of 85% of the top operator's rate after completing the new employee progression for Maintenance Department employees.

**PART THREE  
MAINTENANCE**

## **A. GENERAL PROVISIONS**

### **ARTICLE 52 - CLASSIFICATIONS**

#### **Section 1:**

For the purposes of this agreement, qualified will mean any current or new employee that has in hand, at least the 3 basic Automotive Service of Excellence (ASE) certificates of completion and/or verified equivalent school or work experience. When Technician positions become available, and there are no qualified applicants or qualified internal candidates, the company may, on a seniority basis, promote from the Service Worker classification to a Technician position. The promoted employee will have a period of up to 150 days of in house, factory, and on the job training to prove they will be successful in this position. This time can be mutually extended by the company and union. If, after the 150-day evaluation period, the employee fails to prove competency in promoted position or voluntarily withdraws from promoted position, that employee shall retain all seniority rights but shall revert back to last open Service Worker position, if any, after bid process is complete. The Director of Maintenance shall make all determinations regarding competency.

Furthermore, the employee shall be required to obtain the three (3) basic Automotive Service of Excellence (ASE) certificates within a period of 12 months after successful completion of 150 day evaluation period. This time can be mutually extended by the company and union. The employee will remain at Service Worker wages, and will be ineligible to bid into other Technician positions until such time that they successfully complete all required ASE certifications. Failure of employee to obtain the ASE certifications in the time specified by the company and union will result in employee reverting back to last open Service Worker position, if any, after bid process is complete.

#### **Section 2:**

Any Employee who is temporarily transferred to a job paying a lower rate of pay shall receive their regular rate for such work. If a maintenance department Employee is required to perform the work of a higher pay scale position for a period exceeding two hours or more, the Employees shall receive the higher hourly rate for such work performed.

#### **Section 3:**

The Employer shall keep a list of all Employees on the payroll of the Employer in the Maintenance Department as of the effective date of these rules. Listed after the names of each Employee is the classification that the Employee now holds. It is agreed by the Employer and the Union that each of the Employees listed is now performing the duties of the job classification to which the Employee has been assigned. If at any time in the future the duties of any of the Employees are changed either the Employer or the Union may request that the individual in question be reclassified in accordance with the reclassification plan which has been adopted; provided however, that no wage of the Employee shall be reduced during the life of the Agreement. If a new job is created the job shall be

classified in accordance with the provision of the basic agreement between the Employer and the Union.

**Section 4:**

The company will reimburse the cost of any special license or certification required in the Maintenance department and will reimburse any testing fee for said license or certification upon the successful completion of the required test. The cost of any failed test will be the responsibility of the employee. The employee will be paid for any lost time due to work absence during testing.

**ARTICLE 53 - POSTING OF JOBS**

**Section 1:**

Not later than five (5) days after vacancies occur or new positions are created in the Maintenance Department, Employees shall be notified by posting a bulletin that such position is open for bid, and such bulletin shall remain posted for three (3) continuous days.

**Section 2:**

A known vacancy of thirty (30) days or more due to illness or leave of absence will be posted for bid as herein provided. The thirty (30) day or more absence period may be extended upon mutual agreement between the Company and the Union.

**Section 3:**

Employee bidding shall bid in writing.

**Section 4:**

Vacancies or new positions in the Maintenance Department shall be posted for bids as follows:

1. All bidding shall be by seniority and qualifications. Where ability to perform work and qualifications are equal, seniority shall prevail. In the event a dispute arises over the interpretation of this clause the matter shall be submitted to the grievance procedure.
2. The bid sheet shall be posted on the Maintenance Department bulletin board in the Garage.
3. The bid sheet shall show:



- a) The working hours of the shift, including lunch period.
- b) Relief days applicable to the shift.
- c) Any other conditions affecting the position.

4. All bid jobs shall contain a definition of the job when posted.

## **ARTICLE 54 - VACANCIES**

### **Section 1:**

When a vacancy occurs in the Maintenance Department and no additional Employees are to be placed in such department, then the Employee in this particular department shall have the right to exercise their seniority within the department.

### **Section 2:**

In the event of a reduction in force in the department the most junior Employee in any classification will be subject to being reclassified in a permanent lower classification with a reduction in pay to fill the vacancies incurred by the reduction.

## **ARTICLE 55 - DAILY AND WEEKLY GUARANTEE**

### **Section 1:**

The standard work week in the shops shall be forty (40) hours. All Employees shall receive full pay for all time spent in the service of the Employer. When called to work, they shall be paid as specified in the guaranteed work day and work week.

### **Section 2:**

All Employees shall be guaranteed eight (8) hours of work per day and forty (40) hours of work per week. All time worked in excess of eight (8) hours per day and forty (40) hours per week shall be paid for at the rate of one and one-half (1½) times the regular rate of pay.

### **Section 3:**

The present practice of arranging shop working hours will be continued to average total hours per week in order to meet requirements of the work and also so far as is practicable to suit the preference of Employees. The Employer will confer with the Union before making the changes effective.

### **Section 4:**

All shop Employees shall be scheduled to work five (5) consecutive days. Employees required to work the sixth (6th) consecutive day shall receive time and one half (1½) provided the Employee

has not missed during the Employee's normal scheduled work week. ("Missed" shall be interpreted as unexcused absence)."

**Section 5:**

Employees of this department when called after completing their assignment or on a regular scheduled day off, shall receive a minimum of four (4) hours at the applicable overtime rate when the time does not connect with the beginning or the end of their day's work.

**Section 6:**

Overtime shall be distributed equally insofar as possible among all Employees in this department. Any Employee shall have the right to pass up overtime provided another qualified Employee with less seniority is available.

**ARTICLE 56 - SPECIAL CONDITIONS**

**Section 1:**

Whenever Employees of the Maintenance Department are required to work under special conditions or where they are subject to unusually severe weather, they shall be furnished with suitable clothing which will consist of a snowmobile suit or insulated coveralls that are clean and in good repair.

**Section 2:**

The Employer agrees that overalls are to be furnished and maintained by the Employer for Employees in the Maintenance Department.

**Section 3:**

When the regular Maintenance Department Employees are asked to learn to operate buses, they shall receive their regular rate of pay while under instruction.

**Section 4:**

It is agreed that the Employer will furnish ample locker room, hot water, towels, and soap for personal use at the garage for all Maintenance Employees.

**Section 5:**

The Employer agrees to furnish safety footwear and eye protection under the following conditions:

1. Supplier of footwear which may be paid for under an Employee payroll deduction will be determined by the Employer.
2. The Company shall provide a footwear allowance of \$250.00 each June toward the purchase of required safety footwear.

3. The Employer is to determine the job positions requiring the use of protective footwear and will determine the acceptable style of protective footwear.
4. The Employer will furnish protective eye wear for those Employees in positions determined by the Employer as requiring protective eye wear.
5. The company shall provide a biennial, reimbursable allowance, of up to \$175.00 to each Maintenance employee for protective eye wear. A special reimbursement may be provided on an individual basis as determined by need.

**Section 6:**

The Company shall provide a tool allowance in each December of \$250.00 for each Senior "A" Technician and \$200.00 for each Junior "B" Technician. The tool allowance payments will be made to technicians listed as Senior "A" or Junior "B" on December 1.

A one time tool allowance of \$25.00 will be provided to each current and new hire Service Workers.

## **B. NEW EMPLOYEES**

### **ARTICLE 57 - NEW EMPLOYEES**

**Section 1:**

New Employees hired in the Maintenance Department shall be hired as temporary Employees only, and will be classed as such until such time as all Employees of other departments have had an opportunity to qualify for positions open in the Maintenance Department. Such temporary Employees will be entitled to all provisions of the Agreement except as to the accumulation of seniority under the above mentioned condition.

**Section 2:**

The Employer's right to hire new Employees as Service Workers is recognized, but the new Employees shall not have seniority rights over present Service Workers and Washers.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21<sup>st</sup> day of  
December, 2021.

**ATE MANAGEMENT OF DULUTH, INC.**

BY: \_\_\_\_\_  
Rod Fournier  
General Manager, ATE Management of Duluth, Inc.

**TEAMSTER GENERAL LOCAL UNION NO. 346**

BY: \_\_\_\_\_  
Rod Alstead  
Secretary/Treasurer, Teamsters Local 346

BY: \_\_\_\_\_  
Timothy Dougherty  
Steward

\_\_\_\_\_  
Lee Johnson  
Steward

\_\_\_\_\_  
Tom LaBorde  
Steward