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**METROPOLITAN COUNCIL**

**And**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES  
DISTRICT COUNCIL 5, LOCAL UNION NO. 668  
A.F.L - C.I.O**

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**LABOR AGREEMENT**

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**CLERICAL, TECHNICAL, PROFESSIONAL  
AND INTERCEPTOR EMPLOYEES**

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**For the Period:  
January 1, 2010 – December 31, 2011**

## TABLE OF CONTENTS

<b>ARTICLE 1 – PREAMBLE .....</b>	<b>1</b>
SECTION 1.01 – LABOR-MANAGEMENT PARTNERSHIP.....	1
<b>ARTICLE 2 – RECOGNITION.....</b>	<b>2</b>
SECTION 2.01 – RECOGNITION: APPROPRIATE UNIT .....	2
SECTION 2.02 – AMENDMENTS TO APPROPRIATE UNIT .....	2
<b>ARTICLE 3 – EMPLOYER RIGHTS.....</b>	<b>2</b>
SECTION 3.01 – EMPLOYER AUTHORITY .....	2
SECTION 3.02 – RETAINED RIGHTS.....	2
SECTION 3.03 – WORK RULES .....	2
SECTION 3.04 – WORK ASSIGNMENTS .....	2
SECTION 3.05 – RIGHT TO SUBCONTRACT .....	2
<b>ARTICLE 4 – UNION RIGHTS .....</b>	<b>2</b>
SECTION 4.01 – UNION TIME .....	2
SECTION 4.02 – DUES DEDUCTION .....	3
SECTION 4.03 – VISITATION .....	3
SECTION 4.04 – UNION BULLETIN BOARDS COMMUNICATIONS.....	3
SECTION 4.05 – EMPLOYEE LISTS.....	3
SECTION 4.06 – MEMBERSHIP IN THE UNION .....	3
<b>ARTICLE 5 – PROBATIONARY EMPLOYEES .....</b>	<b>3</b>
SECTION 5.01 – EMPLOYEES NEW TO THE BARGAINING UNIT .....	3
SECTION 5.02 – EMPLOYEES MOVING TO A NEW CLASSIFICATION .....	4
<b>ARTICLE 6 – TEMPORARY EMPLOYEES .....</b>	<b>4</b>
SECTION 6.01 – GENERAL .....	4
SECTION 6.02 – DEFINITION OF TEMPORARY EMPLOYEE.....	4
SECTION 6.03 – SENIORITY.....	4
SECTION 6.04 – COMMITMENT TO DEVELOPMENT OF REGULAR EMPLOYEES.....	5
SECTION 6.05 – CONSULTANTS .....	5
SECTION 6.06 – REPORTING .....	5
SECTION 6.07 – REGULAR EMPLOYEES IN TEMPORARY POSITIONS .....	5
SECTION 6.08 – LAID OFF EMPLOYEES.....	5
<b>ARTICLE 7 – HOURS OF WORK .....</b>	<b>5</b>
SECTION 7.01 – WORK SCHEDULES.....	5
SECTION 7.02 – NOTIFICATION OF ABSENCE.....	6
SECTION 7.03 – WORK LOCATION .....	6
SECTION 7.04 – EMERGENCIES .....	6
SECTION 7.05 – REST AND MEAL PERIODS.....	6
<b>ARTICLE 8 – REGULAR PART-TIME EMPLOYEES .....</b>	<b>7</b>
SECTION 8.01 – BENEFITS FOR REGULAR PART-TIME EMPLOYEES.....	7
<b>ARTICLE 9 – OVERTIME.....</b>	<b>7</b>
SECTION 9.01 – PRIOR AUTHORIZATION .....	7
SECTION 9.02 – OVERTIME PAY .....	7
SECTION 9.03 – CALL-BACK MINIMUM PAY .....	8

SECTION 9.04 – EXCESSIVE WORK REQUIREMENTS FOR EXEMPT EMPLOYEES .....	8
SECTION 9.05 – WORK AT HOME.....	9
<b>ARTICLE 10 – SAFE AND HEALTHY WORK ENVIRONMENT.....</b>	<b>9</b>
SECTION 10.01 – JOINT COMMITMENT .....	9
SECTION 10.02 – SAFETY TRAINING.....	9
SECTION 10.03 – SAFETY COMMITTEES .....	9
SECTION 10.04 – LABOR-MANAGEMENT COMMITTEE DISCUSSIONS .....	9
SECTION 10.05 – FITNESS FOR DUTY .....	9
SECTION 10.06 – FITNESS FOR DUTY POLICY .....	10
SECTION 10.07 – RANDOM DRUG AND ALCOHOL POLICY .....	10
<b>ARTICLE 11 – JOB CLASSIFICATIONS AND VACANCIES.....</b>	<b>11</b>
SECTION 11.01 – JOB CLASSIFICATIONS .....	11
SECTION 11.02 – MODIFICATION OF EXISTING JOB CLASSIFICATIONS .....	11
SECTION 11.03 – FILLING VACANT POSITIONS.....	11
<b>ARTICLE 12 – COMPENSATION .....</b>	<b>12</b>
SECTION 12.01 – JOB CLASSIFICATIONS AND PAY GRADES .....	12
SECTION 12.02 – PERFORMANCE REVIEWS .....	13
SECTION 12.03 – GENERAL INCREASE.....	13
SECTION 12.04 – SALARY RANGES .....	13
SECTION 12.05 – WORK OUT-OF-CLASS PAY.....	13
SECTION 12.06 – PAY UPON PROMOTION .....	13
SECTION 12.07 – STAND-BY .....	14
SECTION 12.08 – SHIFT DIFFERENTIAL.....	14
SECTION 12.09 – OTHER ADJUSTMENTS .....	15
<b>ARTICLE 13 – HOLIDAYS.....</b>	<b>15</b>
SECTION 13.01 – DESIGNATED DAYS.....	15
SECTION 13.02 – SATURDAY AND SUNDAY OBSERVANCE.....	15
SECTION 13.03 – HOLIDAY PAY .....	15
SECTION 13.04 – ELIGIBILITY .....	16
SECTION 13.05 – RELIGIOUS HOLIDAY.....	16
<b>ARTICLE 14 – ANNUAL LEAVE .....</b>	<b>16</b>
SECTION 14.01 – RATE OF ACCRUAL .....	16
SECTION 14.02 – MAXIMUM ACCUMULATION .....	17
SECTION 14.03 – PAY UPON SEPARATION .....	17
SECTION 14.04 – HOLIDAYS .....	17
SECTION 14.05 – USE OF ANNUAL LEAVE .....	17
SECTION 14.06 – CONVERSION OF VACATION AND SICK LEAVE.....	18
SECTION 14.07 – ANNUAL LEAVE CONVERSION.....	18
SECTION 14.08 – SUPPLEMENTAL SICK LEAVE BENEFITS .....	18
SECTION 14.09 – DOCK STATUS .....	19
SECTION 14.10 – RECORDS .....	19
<b>ARTICLE 15 – LEAVES OF ABSENCE.....</b>	<b>19</b>
SECTION 15.01 – LEAVES REQUIRED BY LAW .....	19
SECTION 15.02 – PAID LEAVE .....	19
SECTION 15.03 – LEAVES WITHOUT PAY .....	19
SECTION 15.04 – ABSENCE WITHOUT AUTHORIZED LEAVE.....	20
SECTION 15.05 – BEREAVEMENT LEAVE .....	20
<b>ARTICLE 16 – DISCIPLINE FOR JUST CAUSE .....</b>	<b>20</b>

SECTION 16.01 – DISCIPLINE FOR JUST CAUSE .....	20
SECTION 16.02 – DISCHARGE DUE PROCESS.....	21
SECTION 16.03 – ACCESS TO PERSONNEL FILE .....	21
SECTION 16.04 – APPEAL THROUGH GRIEVANCE PROCEDURE .....	21
<b>ARTICLE 17 – INSURANCE .....</b>	<b>21</b>
SECTION 17.01 – HEALTH INSURANCE .....	21
SECTION 17.02 – LIFE INSURANCE.....	21
SECTION 17.03 – LONG-TERM DISABILITY .....	22
SECTION 17.04 – DENTAL INSURANCE .....	22
SECTION 17.05 – FLEXIBLE SPENDING ACCOUNT .....	22
SECTION 17.06 – ELIGIBILITY .....	23
<b>ARTICLE 18 – SENIORITY.....</b>	<b>23</b>
SECTION 18.01 – DEFINITIONS OF SENIORITY .....	23
SECTION 18.02 – TERMINATION OF SENIORITY .....	23
SECTION 18.03 – SENIORITY NOT EARNED.....	23
SECTION 18.04 – TRANSFERS .....	23
<b>ARTICLE 19 – GRIEVANCE PROCEDURE.....</b>	<b>23</b>
SECTION 19.01 – DEFINITION OF A GRIEVANCE .....	23
SECTION 19.02 – PURPOSE .....	23
SECTION 19.03 – REPRESENTATION .....	24
SECTION 19.04 – PROCESS .....	24
SECTION 19.05 – DISPUTE RESOLUTION PROCEDURE .....	24
SECTION 19.06 – ARBITRATOR AND MEDIATOR AUTHORITY .....	24
SECTION 19.07 – WAIVER.....	25
SECTION 19.08 – DISPUTES RELATING TO LAYOFF AND RECALL RIGHTS.....	25
<b>ARTICLE 20 – REDUCTION OF WORK FORCE .....</b>	<b>25</b>
SECTION 20.01 – RIGHT TO REDUCE WORK FORCE.....	25
SECTION 20.02 – EMERGENCY LAYOFF.....	26
SECTION 20.03 – RECALL FROM LAYOFF.....	26
SECTION 20.04 – TIES IN SENIORITY .....	26
SECTION 20.05 – SALARY UPON RECALL.....	26
<b>ARTICLE 21 – RETIREMENT .....</b>	<b>27</b>
SECTION 21.01 – PENSION CONTRIBUTION .....	27
SECTION 21.02 – CONTINUED PARTICIPATION IN HOSPITAL-MEDICAL INSURANCE PROGRAM .....	27
SECTION 21.03 – RETIREMENT CAKE.....	28
SECTION 21.04 – HEALTH CARE SAVINGS PLAN.....	28
<b>ARTICLE 22 – NON-DISCRIMINATION.....</b>	<b>28</b>
<b>ARTICLE 23 – ADA REASONABLE ACCOMMODATION .....</b>	<b>28</b>
SECTION 23.01 – PURPOSE .....	28
SECTION 23.02 – PROCESS .....	29
SECTION 23.03 – CONFIDENTIALITY .....	29
<b>ARTICLE 24 – BUSS PASS AND RIDESHARE INCENTIVE PROGRAM.....</b>	<b>29</b>
<b>ARTICLE 25 – EMPLOYEE DEVELOPMENT .....</b>	<b>29</b>
<b>ARTICLE 26 – SAVINGS CLAUSE .....</b>	<b>29</b>

SECTION 26.01 – ENABLING STATUTES.....	29
SECTION 26.02 – SEPARABILITY .....	29
<b>ARTICLE 27 – EMPLOYEE RECOGNITION .....</b>	<b>30</b>
<b>ARTICLE 28 – DURATION AND PLEDGE .....</b>	<b>30</b>
SECTION 28.01 – DURATION .....	30
SECTION 28.02 – NOTICE OF CHANGE OR TERMINATION.....	30
SECTION 28.03 – ACKNOWLEDGEMENT.....	30
SECTION 28.04 – MUTUAL AGREEMENT TO AMEND.....	30
SECTION 28.05 – MUTUAL PLEDGE.....	31
<b>LETTERS OF AGREEMENT .....</b>	<b>32</b>
MANAGED COMPETITION .....	32
PROMOTIONS .....	32
LIMITED, PROVISIONAL RE-OPENER.....	32
LONG TERM CARE COVERAGE .....	32
POST-RETIREMENT EMPLOYMENT OPTION .....	32
TAPE RECORDING INVESTIGATIONS .....	33
PAY FOR EMPLOYEES ON THE NEGOTIATING TEAM.....	33
LABOR MANAGEMENT COMMITTEE ON INSURANCE .....	33
REIMBURSEMENT OF INSURANCE PREMIUMS .....	34
CELL PHONES.....	34
<b>APPENDIX A – JOB CLASSIFICATIONS AND PAY GRADES .....</b>	<b>35</b>
<b>APPENDIX B – JOB FAMILIES.....</b>	<b>38</b>
<b>APPENDIX C – INTERCEPTOR SYSTEM .....</b>	<b>42</b>
SECTION C.01 – INTERCEPTOR SYSTEM CERTIFICATION PAY AND REQUIREMENTS.....	42
SECTION C.02 – INTERCEPTOR SYSTEM MOVE UP PAY .....	42
SECTION C.03 – INTERCEPTOR SERVICEWORKER I/SEASONAL.....	42
SECTION C.04 – SERVICEWORKER I PROMOTION ELIGIBILITY .....	42
<b>APPENDIX D – FLSA EXEMPTIONS.....</b>	<b>43</b>
<b>SIGNATURE PAGE .....</b>	<b>44</b>
<b>INDEX .....</b>	<b>45</b>

## ARTICLE 1 – PREAMBLE

**THIS AGREEMENT** has been entered into by the Metropolitan Council hereinafter referred to as the *Employer*, and the American Federation of State, County and Municipal Employees, Local Union No. 668, affiliated with the District Council No. 5, A.F.L. - C.I.O., hereinafter referred to as the *Union*. Its purposes are the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences concerning the application or interpretation of the Agreement; and the establishment of rates of pay, hours of work, and other conditions of employment.

### **Section 1.01 – Labor-Management Partnership**

#### **Joint Statement:**

The parties agree that it is critical that the Union and Employer work collaboratively to ensure that quality and cost-efficient service be delivered to the public. To this end, the parties agree to the following:

1. Labor-Management Committee
  - a. Within sixty (60) days of ratification of this agreement, the parties will form a Labor-Management Committee consisting of ten members. Five members will be selected by the Employer, and five members will be selected by the Union. This Labor-Management Committee will make recommendations for Labor-Management sub-committees to be formed in different parts of the agency, as appropriate. The Union's business representative and a representative from the Labor Relations Office may attend these meetings.
  - b. The Committee shall determine its meeting schedule and meet during regular business hours.
  - c. The Committee shall meet and confer on issues affecting relations between employees and the Employer, as requested by either party.
  - d. The parties will use consensus decision-making as a model in all Labor-Management Committees.
  - e. The Labor-Management Committees will address issues related to improvements in processes and procedures, which affect the quality and cost of services to the public.
  - f. The parties will meet with the Bureau of Mediation Services (BMS) for assistance in forming Labor-Management committees as needed.
2. The parties agree that a collaborative model will include Employer Representatives and Union selected representation. This model will be utilized for quality process improvements to be utilized in all parts of the agency, as appropriate.
3. Representatives from the Union will meet on a monthly basis, or as needed, with representatives from the Regional Administrator's office and other members of the Executive Team.
4. The parties are committed to the interest based process for problem solving.

## **ARTICLE 2 – RECOGNITION**

### **Section 2.01 – Recognition: Appropriate Unit**

The Employer recognizes the Union as the exclusive representative under the Minnesota Public Employment Labor Relations Act of 1971, as amended, for all employees as defined in the Bureau of Mediation Services unit determination, case number 96-PCL-172 et al.

Neither the Employer nor the Union shall enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement or the Employer either individually or collectively which in any way conflict with the terms and conditions of this Agreement, except through the certified representative.

### **Section 2.02 – Amendments to Appropriate Unit**

Disputes which may arise over the inclusion of new or modified job classifications within the bargaining unit shall be referred to the Bureau of Mediation Services, State of Minnesota, for resolution.

## **ARTICLE 3 – EMPLOYER RIGHTS**

### **Section 3.01 – Employer Authority**

The Employer retains the full and unrestricted right, except as limited by this Agreement, to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; and to establish work schedules.

### **Section 3.02 – Retained Rights**

Any term and condition of employment not specifically established or modified by the Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

### **Section 3.03 – Work Rules**

The Employer reserves the right to establish reasonable work rules which shall be posted for a period of seven (7) consecutive days prior to their effective date. Copies of such work rules shall be furnished to the Union.

### **Section 3.04 – Work Assignments**

Except as may be modified by the express terms of this Agreement, the Employer retains its basic right to assign work. Disputes which occur over work assignments and/or with respect to work jurisdiction are subject to review under the grievance and arbitration provisions of this Agreement.

### **Section 3.05 – Right to Subcontract**

During the term of this agreement the Employer shall not unilaterally subcontract, reassign or transfer work performed by bargaining unit employees if the effect of such actions is to cause the termination of employment, or layoff of regular bargaining unit employees then employed.

## **ARTICLE 4 – UNION RIGHTS**

### **Section 4.01 – Union Time**

The Union may designate employees from the bargaining unit to act as Union Stewards. The Union shall notify the Employer in writing of employees so designated and of changes in such designation. Employees designated as Union Stewards shall have the rights described by the grievance procedure of

this Agreement. The President and Vice-President of the Union will be allowed reasonable time off to perform duties related to their office and this Employer.

#### **Section 4.02 – Dues Deduction**

**Subd. 1. Deductions of Dues; Remittance** – The Employer shall deduct from the salary of employees, who have authorized such deductions in writing, amounts necessary to cover monthly Union dues. Monies so deducted shall be remitted monthly as directed by the Union.

**Subd. 2. Fair Share Fees** – In Accordance with applicable Minnesota statutes, the Employer, upon notification by the Union, shall deduct *Fair Share Fees* from all bargaining unit employees who are not members of the Union. The Union shall certify to the Employer, in writing, the amount of the fee to be deducted, as well as the names of bargaining unit employees required by the Union to pay the fee. Monies so deducted shall be remitted monthly as directed by the Union.

**Subd. 3. Hold Harmless** – The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer resulting from the administration of this section.

#### **Section 4.03 – Visitation**

The Union's Business Representative, or an authorized representative, shall be permitted to enter the facilities of the Employer to conduct official Union business.

#### **Section 4.04 – Union Bulletin Boards Communications**

The Employer shall provide reasonable space on employee bulletin boards for the posting of official Union notices and announcements. Employees may access official Union web sites for the purpose of viewing notices and announcements, if proper electronic communication is available, as long as such does not interfere with the performance of an employee's duties of employment.

The Union President, Vice President, Secretary, Treasurer, Union Stewards and Chief Steward may use electronic communications, email, faxes and telephones, if available for Union meeting notices; and other communications mutually agreed upon with the Employer.

#### **Section 4.05 – Employee Lists**

The Employer shall notify the Union of the names, addresses, job classifications and rates of pay of all new employees covered by this Agreement. Such lists shall be prepared once each calendar month.

#### **Section 4.06 – Membership in the Union**

Employees shall have the right, freely and without fear of penalty or reprisal by the Employer, to join and participate in the affairs of the Union, or to refrain from such activity, without fear of reprisal or threat from the Union or its members. Employees choosing to participate in the affairs of the Union as an officer, steward, or in any other capacity, may do so without fear of reprisal by the Employer on account of such participation. Nothing in this article, however, shall be construed to permit interference with the full, faithful and proper performance of an employee's duties of employment.

### **ARTICLE 5 – PROBATIONARY EMPLOYEES**

#### **Section 5.01 – Employees New to the Bargaining Unit**

All employees who are new to the bargaining unit, including but not limited to newly hired employees, shall serve a probationary period of six (6) continuous months of work, during which time the Employer shall evaluate the employee's fitness and ability to perform the job classification's duties and

responsibilities. At any time during the probationary period an employee may be terminated at the sole discretion of the Employer. An employee terminated during the probationary period shall receive a written notice of termination.

### **Section 5.02 – Employees Moving to a New Classification**

A current employee from within the bargaining unit who moves to a classification in which the employee has never completed probation shall serve a probationary period of six (6) continuous months of work. During probationary periods, employees may be returned to their previously held job classifications at the sole discretion of the Employer. Employees serving such probation who are returned to their previously held job classification shall receive written notices of the reasons for their return. If during the probationary period the employee wishes to return to their previously held job classification, the employee may make such request in writing and may be returned at the sole discretion of the Employer. If the employee's request is denied, the Employer shall give written notice of the reason for denial if the employee makes a written request.

## **ARTICLE 6 – TEMPORARY EMPLOYEES**

### **Section 6.01 – General**

The Employer may authorize the establishment of temporary positions and the appointment of temporary employees for a period of time not to exceed two (2) years in duration. Temporary employees may be terminated at any time and will not be covered under the terms of Article 20 (Layoff).

### **Section 6.02 – Definition of Temporary Employee**

The Employer retains the right to employ temporary employees as defined below:

**Council Temporary** – an individual hired directly by the Employer. This temporary worker may become a member of the bargaining unit as per Minn. Stat. 179A.03 Subd. 13 (f) and is subject to the provisions of Section 6.03 and 6.04 below. Council temporary employees hired for more than ninety (90) working days in a calendar year shall be eligible for wages and benefits in accordance with applicable provisions of this Agreement.

**Agency Temporary** – an individual who is employed by a temporary agency and paid by that agency. This individual is not eligible for any benefits or rights under this collective bargaining agreement.

**Intern Temporary** – an individual who is employed as an intern as per the Employer's policy.

**Grant Temporary** – an individual who is employed in a position for a special project that is contingent on state, federal or private funding and/or the continuation of said funding. Notwithstanding the time limits in Section 6.01 of this Agreement, a grant temporary may be employed for the duration of the grant funding and the termination of grant funding may result in the abolishment of the temporary position.

### **Section 6.03 – Seniority**

Council and grant temporary employees of the Council may apply for regular positions as an internal candidate after being in the temporary assignment for ninety (90) working days. Employees who are successful candidates after being Council temporary employees will be given retroactive seniority for the continuous time employed as Council temporary employees.

#### **Section 6.04 – Commitment to Development of Regular Employees**

The parties agreed to a commitment to increasing productivity by fully utilizing a flexible, well-trained work force. The parties agree to meet in a Labor-Management Committee to develop systems to give internal employees opportunity for cross training and development prior to filling temporary positions. While these systems are being developed, opportunities for cross training will be communicated to employees within work groups and/or classifications. All Council temporary positions which are expected to last more than ninety (90) working days shall be posted in accordance with Section 11.03 (Filling Vacant Positions).

#### **Section 6.05 – Consultants**

In the spirit of competitive government, internal resources will be considered prior to utilizing outside consultants.

#### **Section 6.06 – Reporting**

The Employer will provide to the Union a quarterly report on temporary employees. The report will include, if available, employee name, start date, end date, department and classification/position.

#### **Section 6.07 – Regular Employees in Temporary Positions**

A regular employee who voluntarily transfers to a posted temporary position will become a temporary employee under this Article and will become subject to termination as a temporary employee. A regular employee who is placed in a temporary position instead of a layoff will remain a regular employee.

#### **Section 6.08 – Laid Off Employees**

- (a) Long-Term Temporaries (i.e., more than 90 workdays): If the Council wishes to hire a long-term temporary employee while there are employees with recall rights for that job class, such employees will be recalled as provided for by the Contract.
- (b) Short-Term Temporaries (i.e., 90 workdays or less): If the Council wishes to hire a short-term temporary employee while there are employees with recall rights for that job class, the Employer and Union shall meet and confer on the advisability of hiring such employees for the short-term vacancy. Acceptance or rejection of a short-term temporary vacancy will not affect recall rights.

### **ARTICLE 7 – HOURS OF WORK**

#### **Section 7.01 – Work Schedules**

**Subd. 1. General Provisions** – The Union recognizes the continuous nature of the Employers operation and the necessity to schedule hours of work for employees to meet the continuous nature of such operation. The actual workday and workweek shall be established and scheduled by each Employer designated representative and posted for employees covered by this Agreement. Any permanent change in scheduled hours of work shall remain within the discretion of the Employer, and shall require a two (2) week written notice from the Employer to involved employees.

**Subd. 2. Work Schedules** – The normal workday for employees shall be eight (8) continuous hours between the hours of 6:00 a.m. and 6:00 p.m. The normal workweek shall be five (5) consecutive normal workdays in any seven (7) calendar-day period. The normal payroll period shall be ten (10) normal workdays in any fourteen (14) calendar-day period.

**Subd. 3. Optional Work Schedules** – Upon the mutual agreement of individual employees and their supervisors, the Employer, in its sole discretion, may permit employees to work optional work schedules, provided such schedules:

- i. Are confirmed in writing between the involved employee(s) and his or her immediate supervisor.
- ii. Provide for regular hours of work between the hours of 6:00 a.m. and 6:00 p.m.
- iii. Consist of forty (40) regular hours per week.
- iv. Are consistent with operational and customer requirements.

Once implemented, such optional work schedules may be terminated by the Employer or the involved employee(s). Implementation and termination of such work schedules shall require at least two (2) full calendar week's advance notice and will occur only at the beginning/ending dates of a pay period.

**Subd. 4. Shift Schedules** – The Employer, in its sole discretion, may require employees to work shift schedules in order to cover 24-hour/7 day a week, or extended hours of operation. Scheduled shifts are not considered optional work schedules as defined in Section 7.01, subd. 3.

#### **Section 7.02 – Notification of Absence**

Employees who are unable to report for a scheduled work day have a personal responsibility to notify his or her Employer-designated representative of such absence no later than one-half (1/2) hour after the beginning of the scheduled work day, except in the event of an emergency which would prohibit such notification. Failure to provide such notification may be grounds for discipline.

#### **Section 7.03 – Work Location**

All employees shall be at the location designated by their Employer-designated representative, ready for work at the established starting time and shall remain at their assigned work location during paid working hours. Notwithstanding the posting requirements of Section 11.03 – Filling Vacant Positions, any change in an employee's regular work location shall require a two (2) week written notice from the Employer. This change of location may occur due to a relocation of work or the need to relocate an employee into a vacant regular position in the same job classification. For the purpose of this section, change of location means a relocation to another Employer facility.

#### **Section 7.04 – Emergencies**

In the event of emergencies, nothing herein shall prohibit the Employer from establishing a workday or workweek necessary to meet the emergency. Examples of emergencies include, but are not limited to, natural disasters or acts of terrorism. While no advance notice is required, the Employer shall attempt to provide as much advance notice to involved employees as is possible and practical under such emergency conditions.

#### **Section 7.05 – Rest and Meal Periods**

**Subd. 1. Rest Periods** – All employees shall be granted a fifteen (15) minute rest period during each four (4) hour work period of a normal workday. Rest periods shall be taken at times approved by the employee's Employer-designated representative.

**Subd. 2. Meal Periods** – All employees shall be granted between a one-half (1/2) hour and one (1) hour unpaid meal period during a normal workday as established by the Employer at each work location.

## **ARTICLE 8 – REGULAR PART-TIME EMPLOYEES**

### **Section 8.01 – Benefits for Regular Part-Time Employees**

**Subd. 1. Ineligible Employees** – Regular part-time employees who are regularly scheduled to work less than twenty (20) hours per week shall not be eligible for any fringe benefits under this Agreement.

**Subd. 2. Seventy-Five Percent (75%) Benefit Level** – Regular part-time employees who are regularly scheduled to work twenty (20) or more hours per week, but less than thirty-eight (38) hours per week, shall be eligible for seventy-five percent (75%) of the hospital-medical, dental, life and/or long-term disability insurance premium contributions, seventy-five percent (75%) of the annual leave (including supplemental sick leave) benefits and seventy-five percent (75%) of the holiday pay benefits paid to regular full-time employees.

**Subd. 3. Full-Time Employees Defined** – For purposes of this article, employees who are regularly scheduled to work thirty-eight (38) or more hours per week and those who work full weekend shifts of three (3) twelve (12) hour shifts, shall be considered to be regular full-time employees. Such employees shall receive all of the benefits of this Agreement.

**Subd. 4. Former Local 839 Employees** – Part-time employees previously covered under the Metropolitan Council/Local 839 Agreement will continue to be covered with the same level of benefits until the status of their part-time employment is changed.

## **ARTICLE 9 – OVERTIME**

### **Section 9.01 – Prior Authorization**

All overtime work must receive prior authorization from the employee's Department Director or an authorized representative. No overtime work claim will be honored for payment or credit unless approved in advance.

### **Section 9.02 – Overtime Pay**

There shall be no compounding of the overtime pay provisions of this Agreement. Employees who are non-exempt in accordance with the Fair Labor Standards Act shall be eligible for overtime as follows:

**Subd. 1. Daily Overtime Rate** – All hours worked in excess of eight (8) hours in any one normal work day will be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate. This subdivision does not apply to situations in which an employee requests and receives management approval to change hours of work within the work week; for example, working six (6) hours on Wednesday and ten (10) hours on Thursday.

**Subd. 2. Weekly Overtime Pay** – All hours worked in excess of forty (40) hours in any one normal work week will be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate.

**Subd. 3. Sixth Day Overtime Pay** – All hours worked on the sixth (6th) consecutive scheduled work day in any one normal work week will be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate at a minimum of four hours paid. The first unscheduled workday for employees who work shift schedules will be compensated under this subdivision.

**Subd. 4. Seventh Day Overtime Pay** – All hours worked on the seventh (7th) consecutive scheduled workday in any one normal work week will be compensated at the rate of two (2) times the employee's hourly rate at a minimum of four hours paid. The second and subsequent unscheduled workdays for employees who work shift schedules will be compensated under this subdivision, up to a maximum of seven consecutive days worked.

**Subd. 5. Compensatory Time** – At an employee's request and with advance approval of the employee's supervisor, overtime may be paid in the form of compensatory time. Employees may accumulate up to forty (40) hours of compensatory time and shall be permitted to use accumulated hours with the advance approval of their supervisors.

**Subd. 6. Employees Working Optional Schedules** – Notwithstanding the provisions of Article 9 (Overtime) Section 9.02 of this Agreement to the contrary, employees working optional work schedules shall be compensated for overtime work as follows:

- i) One and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid for all hours worked in excess of those provided for by the optional schedule each work day.
- ii) One and one-half (1-1/2) times the employee's regular hourly rate shall be paid for all hours worked on the first non-scheduled day of each work week.
- iii) Two (2) times the employee's regular hourly rate shall be paid for all hours worked on the second and subsequent non-scheduled days of each workweek.

### **Section 9.03 – Call-Back Minimum Pay**

**Subd. 1. Non-Exempt Employees** – Non-exempt employees called back to work before or after their scheduled workday or workweek or on days recognized by this Agreement as holidays shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times the employee's hourly rate. Employees called back four (4) hours or less prior to their scheduled work day shall complete the normal work day and be compensated for the overtime hours worked in accordance with the provisions of this article. Employees will receive four (4) hours at one and one-half (1-1/2) or actual hours worked at double time, whichever is greater, for the seventh (7) consecutive work day.

**Subd. 2. Exempt Employees** – Exempt employees called back to work before or after their scheduled work day or work week or on days recognized by this Agreement as holidays shall receive a minimum of four (4) hours straight pay. Employees called back four (4) hours or less prior to their scheduled work day shall complete the normal work day and be compensated for the extra hours worked in accordance with the provisions of this article.

### **Section 9.04 – Excessive Work Requirements for Exempt Employees**

Employees who are considered to be exempt under the Fair Labor Standards Act are not eligible for any additional compensation under Article 9 except as listed in Section 9.03 and as provided by below:

**Subd. 1.** When extended periods of excessive work hours are required, employees shall receive the additional compensation as straight time and/or as work schedule adjustments as may be approved by the Employer's Division Director of General Manager or his/her designee.

**Subd. 2.** While the Employer has established normal work schedules with starting and quitting times that exempt employees must recognize, exempt employees may additionally be required to work irregular hours, and to work holidays and weekends. Both the Employer and the Union acknowledge that a strict adherence to specific starting and quitting times, break times, and lunches, is not required as it would be for employees who normally qualify for overtime payments as per Article 9 of this agreement. Exempt employees who are specifically directed to work in excess of eight hours in any one normal work day will be compensated at straight time for all hours worked beyond 8 hours, or at the Employer's option receive compensatory time off.

**Subd. 3.** When exempt employees are specifically directed to be present at work on their regularly scheduled days off they will receive additional compensation at their regular salary rate at a minimum of four hours paid, or at the Employer's option, they shall be granted a minimum of four hours compensatory time off.

**Subd. 4.** Exempt employees may accumulate up to 40 hours of compensatory time.

### **Section 9.05 – Work at Home**

When an employee is contacted to perform work at a time they are not scheduled to work, and this work can be performed at home in lieu of being called back (Section 9.03), the employee will be paid a minimum of one hour in accordance with Section 9.02 of the labor agreement. If there are subsequent calls during the same "off time" period, the employee will be paid for all time in excess of one hour's work in accordance with Section 9.02 of the labor agreement.

For the purposes of this agreement work will be defined as work that is critical, essential and/or necessary to the operation of the organization as determined by the Employer.

## **ARTICLE 10 – SAFE AND HEALTHY WORK ENVIRONMENT**

### **Section 10.01 – Joint Commitment**

The parties are committed to a safe and healthy work environment. Therefore, the parties will discuss ways of ensuring that employees who use equipment will have input into its selection and purchasing to help ensure safety, quality, and efficiency.

### **Section 10.02 – Safety Training**

Employees will be given safety-related training appropriate to their jobs.

### **Section 10.03 – Safety Committees**

The Safety Committees will include all Metropolitan Council divisions and/or locations covered by this Agreement.

### **Section 10.04 – Labor-Management Committee Discussions**

The Labor-Management Committee will discuss programs such as Fit for Life, First Responders, Employee Assistance and other appropriate programs, as necessary.

### **Section 10.05 – Fitness for Duty**

When questions exist related to appropriate leave administration or work safety to individuals, co-workers or others, the Employer may require employees to undergo a medical evaluation that will enable the

Employer to determine the employee's fitness for performance of his or her duties. When the Employer requires an evaluation or report from a medical authority (either the employee's personal or the Employer's selection) the Employer shall:

- A. Pay the fee charged for such evaluation or report, if such is not covered through the health insurance program made available to employees by the Employer, and
- B. Compensate the employee at his or her base pay rate for regularly scheduled work time for which the employee is unable to work due to obtaining the evaluation, if the evaluation result is that the employee is found fully fit to perform his or her duties and responsibilities.

**Section 10.06 – Fitness for Duty Policy**

The Employer developed a drug and alcohol policy that includes, but is not limited to, the following:

- \* A statement of and commitment to a drug and alcohol free workplace to ensure the safety and health of our employees.
- \* Definition of Fitness for Duty (i.e., reasonable suspicion).
- \* Assurances of training for supervisors and stewards.
- \* A statement of fairness and assurances that testing will not be used in an arbitrary or capricious manner.
- \* Discipline will be for just cause only.
- \* Reliability of drug and alcohol testing procedures.
- \* When possible, reasonable suspicion will be verified by another manager and, if available, a Union Steward will be brought in to represent the employee.
- \* A statement of availability of the Employee Assistance provider.
- \* Assurances that all employees are held to the same standards for a drug and alcohol-free workplace.
- \* Union and Employer did meet and confer before the final policy-was instituted.
- \* The Union and Employer agree to meet and confer when any substantive changes are made to the existing policy.

**Section 10.07 – Random Drug and Alcohol Policy**

To help ensure a safe drug and alcohol-free work place, employees performing safety sensitive functions shall be subject to random and reasonable suspicion testing under applicable Metropolitan Council policies and procedures for drugs and alcohol. For the purpose of this section “safety sensitive” functions will be defined as in Minnesota State Statute (M.S. 181.950, Subd. 13).

Documented disciplinary actions surrounding positive drug and/or alcohol test results cannot be referred to or relied upon as the basis for discipline after a two (2) year period following the date of the disciplinary action, if there are no further occurrences within that period.

The Union and the Employer agree the following job classifications are considered to be safety sensitive and will be subject to random drug and alcohol testing. No other job classifications will be added to this list during the duration of this agreement.

Industrial Waste Technician I and II  
Interceptor Service Worker I and II  
Interceptor System Lead-worker  
Inventory Technician  
Staff Specialist Warehouse

Awareness training will occur for employees in safety sensitive positions prior to the implementation of any random testing.

All employee names identified as working in safety sensitive positions will be included in the non-FTA Metropolitan Council at-large pool for random selection at all times

## **ARTICLE 11 – JOB CLASSIFICATIONS AND VACANCIES**

### **Section 11.01 – Job Classifications**

All employees shall be hired for and assigned to a specific job classification. Each job classification shall have a title, a written description of responsibilities and duties, a pay grade assignment, and a statement of minimum hiring requirements. Employees, upon written notification, shall be provided a copy of the written description of the job classification duties and responsibilities.

### **Section 11.02 – Modification of Existing Job Classifications**

The Employer retains the sole right to modify or eliminate job classifications and to create new job classifications. The Employer will provide timely notice to the Union prior to the posting of any new or modified job classifications. New or modified job classifications will be paid in accordance with the terms of this agreement and subject to the Employer's job evaluation system which includes administration guidelines, a reasonable timetable for completion of a job evaluation, and an appeal process to the Director of Human Resources. The Employer shall notify the Union prior to reassigning any current job classification to different pay range as per the Employer's job evaluation system and meet and confer with the Union if requested.

### **Section 11.03 – Filling Vacant Positions**

Except as provided for in Section 7.03 - Work Location, job classification positions which are vacant because of separation from employment, promotion, or the creation of a new position which the Employer intends to fill, shall be posted for ten (10) working days. If additional vacancies in the same job classification occur within ninety (90) days of the initial hire from the list, the Employer may hire from applicants to the original posting after an additional posting within the bargaining unit of five (5) working days. Applicants applying during the five (5) day posting will be added to the list if they successfully complete all components of the assessment and/or examination process.

Employees may refuse a job offer up to three (3) times and remain in the pool.

**Subd. 1. Response to Application** – The Employer shall, in writing, acknowledge the written applications of employees to fill posted job vacancies and/or to be considered for promotion or reclassification within thirty (30) days of the receipt of an application. The Employer shall, at that time, advise such employees whether or not they are being considered and, if appropriate, advise such employees as to the status of the application.

**Subd. 2. Selection; Application of Seniority** – The Employer reserves the sole and exclusive right to select among the internal and external applicants for the vacant position, the applicant it deems the most qualified to fill the vacant position and to comply with its Affirmative Action Plan. In selecting the applicant to fill the vacant position, the Employer shall review and evaluate

each applicant's relevant education, training and experience. Seniority has applicability to the selection process as hereinafter described:

Employer Seniority shall be applied to the selection process whenever two or more employee applicants who are seeking promotion to a higher paid job classification are equally qualified to fill the vacant position and are the most qualified applicants for the position. In such cases, and where an employee applicant is equally qualified vis-à-vis an external applicant, the most senior most applicant or the employee applicant, respectively, shall be promoted.

Upon the Employee's request, the Employer will inform all applicant employees in writing, listing the reason they were not selected.

Employer Seniority shall be applied to the selection process whenever two or more employee applicants who are seeking promotion to a higher paid job classification are equally qualified to fill the vacant position and are the most qualified applicants for the position. In such cases, and where an employee applicant is equally qualified vis-à-vis an external applicant, the senior-most applicant, or the employee applicant, respectively, shall be promoted.

Employees with recall rights will be considered as internal candidates; they may apply for any jobs marked "internal only" and may apply for any open position with the Metropolitan Council.

Upon request, an employee with recall rights will be sent written notification of all job postings. If the employee applies for a position for which s/he does not have recall rights, the employee will be offered an interview provided the employee meets the minimum qualifications for the job. If the employee declines the interview or is offered the position, the employee's recall rights will expire.

When questions of qualifications are in dispute regarding qualifications of employees with recall rights, the Employer and the Union shall meet and confer.

**Subd.3.** The Union shall be provided advanced seven (7) working day notice of any new job classification covered by the collective bargaining agreement between the parties. Such notice shall include the following, if available: a class specification, a written job description, a posting, and a position description questionnaire. The information shall also include the salary range and job family that the Employer deems appropriate, the number of vacancies to be posted (if any), the anticipated date of posting, and meet and confer with the Union if requested. The Employer shall notify the Union prior to reassigning any current job classification to a different pay range as per the Employer's job evaluation system, and meet and confer with the Union if requested.

## **ARTICLE 12 – COMPENSATION**

### **Section 12.01 – Job Classifications and Pay Grades**

All job classifications covered by this Agreement shall be assigned to a pay grade based on the job classification's duties, responsibilities, difficulty, and minimum hiring requirements. The pay grade assignments for each job classification covered by this Agreement, along with each grade's annual salary for the duration of this Agreement, are set forth in Appendix "A" of this Agreement. All employees within the scope of the bargaining unit shall be paid within the salary range appropriate for their respective job classifications.

### **Section 12.02 – Performance Reviews**

Performance reviews shall be conducted on an annual basis. Completed performance reviews shall be submitted to the Human Resources Department by December 15<sup>th</sup>. Employees who receive performance reviews of “unsatisfactory” may appeal to the Director of Human Resources. The Employer and the Union shall establish a committee to explore the appeal process options.

### **Section 12.03 – General Increase**

Effective on the first day of the pay period which begins closest to January 1, 2010, employees covered by this agreement shall receive a 0% general increase.

Effective on the first day of the pay period which begins closest to January 1, 2011, employees covered by this agreement shall receive a 0% general increase.

Upon signing of this agreement (2010), each employee will have the choice to receive a six hundred fifty dollar (\$650.00) one time cash lump sum payment or be placed into the employee’s deferred compensation at the employee’s discretion.

Commencing with the pay period including January 1, 2011, each employee will elect whether to receive the six hundred fifty dollar (\$650.00) one time lump sum payment in cash or be placed into the employee’s deferred compensation at the employee’s discretion.

### **Section 12.04 – Salary Ranges**

**Subd. 1.** Effective on the first day of the pay period which begins closest to January 1, 2010, (but before any other increases are applied), all ranges shall be increased by 0%. Effective on the first day of the pay period which begins closest to January 1, 2011 (but before any other increases are applied), all ranges shall be increased by 0%. The salary ranges for classifications covered by this agreement shall be those contained in Appendix “A.”

**Subd. 2.** Employees at or over the maximum of the salary range will receive general increases as a lump sum.

### **Section 12.05 – Work Out-of-Class Pay**

When an employee is expressly assigned to perform the duties of a position allocated to a different classification, and such assignment is for twenty-four (24) or more continuous regular hours, the employee shall be paid for all such hours at the employee’s current salary rate when assigned to work in a lower or equal class. When the assigned work is in a higher classification, and such assignment is for twenty-four (24) or more continuous regular hours, the employee would receive a minimum increase of 10% of the new pay grade’s salary range or the minimum of the higher range (whichever is greater). In order to qualify for such higher rate, the employee must perform the work which distinguishes the higher classification from the employee’s regular class in terms of level of responsibility, types of duties, and/or quality and quantity. Rotation of employees through a position in a higher classification for the purpose of avoiding payment of out-of-class pay is a violation of the intent of this Section. Nothing in this Section precludes the Employer from awarding additional compensation in accordance with Article 12.09 – Other Adjustments.

### **Section 12.06 – Pay Upon Promotion**

All employees promoted or reclassified to a job classification in a higher pay grade shall receive a minimum increase equal to ten percent (10%) of the new pay grade’s salary range.

## **Section 12.07 – Stand-by**

**Subd. 1. On-Call** – When the Employer requires that an employee must be available and “on-call” for work and be able to report in a reasonable time, the employee, regardless of their FLSA status, shall be compensated at the rate of two hours straight time for each twenty-four (24) hour period or fraction thereof, except for a “weekend” on-call (as defined by that employee’s regular workweek), which will be compensated as three (3) twenty-four hour periods.

On-call pay shall be paid when the employee is clearly assigned by the Employer to be available to work and alter behavior by being within communication range, ready and able to answer the telephone or respond to pager, unimpaired and ready to work if called, and unengaged in other activities that might hinder the employee’s ability to respond promptly.

Employees assigned to be on-call who fail to respond or be available for work will be subject to disciplinary action. For disciplinary purposes, a failure to respond or be available shall be treated as being absent without leave. If an employee is assigned to be on-call by the Employer, and due to an emergency that employee must take him/herself off on-call status, it is the employee’s responsibility to notify the Employer as soon as practicable.

Nothing in this Section compels the Employer to assign an employee to be on-call, or impairs the Employer’s right to utilize usual overtime procedures and contractual rights and obligations described in Article 9 Overtime, or Subd. 2. Available for Call of this Section.

**Subd. 2. Available for Call** – When, by mutual consent, an employee is available to be called for overtime and may carry an electronic pager or telephone for that purpose, no additional compensation is paid except as per Section 9.03 – Call-Back Minimum or other agreement between the Employer and the Union. Employees “available for call” make their best effort to be available but are not subject to any disciplinary or adverse actions if they are unable to respond.

## **Section 12.08 – Shift Differential**

**Subd. 1. Metering and Alarm System Employees** – Employees in the job classifications of Metering and Alarm System Operator, Senior Metering and Alarm System Operator and/or Metering and Alarm System Lead who are scheduled to a fixed-shift work schedule shall receive a shift premium, in addition to their salary schedule compensation, in accordance with the following:

- i. Hours worked between 3:00 p.m. And 11:00 p.m. or 11:00 p.m. to 7:00 a.m. shall be paid a \$1.00 per hour shift premium in addition to the employee’s basic hourly wage rate.
- ii. The shift premium established by i. above shall not be paid for vacation, sick leave, or holiday pay.
- iii. The shift premiums established above shall become effective as of the date employees began working the fixed-shift schedule.

### **Subd. 2. Non-shift Employees**

- i. Non shift employees only who work between the hours of 6:00 p.m. and 6:00 a.m. shall receive a \$1.00 per hour premium for all such hours worked between 6:00 p.m. and 6:00 a.m.

- ii. The overtime rate, if applicable, shall be computed on the employee's base rate only.
- iii. The shift differential shall be paid to all employees who work on an assigned shift where at least five (5) hours of the shift occur between 6:00 p.m. and 6:00 a.m. Such shift differential shall be paid only for hours where premium pay is not otherwise provided in this agreement, excluding metering & alarm system operators, metering & alarm system leadworkers and interceptor service system employees.

**Section 12.09 – Other Adjustments**

The Employer reserves the right, at its sole discretion, to award compensation adjustments in the form and manner determined by the Employer to any or all employees in addition to the salary increases stipulated by this Agreement. Such increases shall not be subject to Article 19 of this Agreement. The Employer shall notify the Union prior to awarding any compensation as per this Section and meet and confer with the Union if requested.

**ARTICLE 13 – HOLIDAYS**

**Section 13.01 – Designated Days**

The following twelve (12) days, upon which no work is normally scheduled or performed, are recognized as paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Friday Following Fourth Thursday in November
Christmas Day	December 25
Two (2) Floating Holidays	As scheduled

The personally scheduled holidays, referred to above as floating holidays, shall be scheduled in advance with the employee's immediate supervisor. Floating holidays may not be accumulated from calendar year to calendar year.

**Section 13.02 – Saturday and Sunday Observance**

When New Year's Day, Independence Day, Veterans' Day, or Christmas Day falls on a Sunday, the following Monday shall be considered the designated holiday. When they fall on a Saturday, the preceding Friday shall be considered the designated holiday.

**Section 13.03 – Holiday Pay**

**Subd. 1. Employees Working Normal Work Schedules** – Eligible full-time employees shall receive eight (8) hours straight-time pay for each holiday in addition to any overtime or premium compensation to which they may be entitled pursuant to any other provision of this Agreement. Eligible part-time employees shall receive holiday pay in accordance with the provisions of Article 8 (Regular Part-Time Employees) of this Agreement.

**Subd. 2. Employees Working Optional Work Schedules** – Whenever a day recognized by this Agreement as a holiday occurs, regular, full-time employees working an optional work schedule shall be entitled to eight (8) hours of holiday pay. Time off shall be subject to the following:

- a. If the holiday occurs on an optional workday that is eight (8) hours, no adjustments shall be made.
- b. If the holiday occurs on an optional work day that is longer than eight (8) hours, employees must either supplement the holiday pay hours with annual leave or arrange to make up their time during the same pay period at a time approved by their immediate supervisor. The make-up hours shall be paid as straight time and not considered overtime.
- c. If the holiday occurs on an optional workday that is shorter than eight (8) hours, or if the holiday occurs on a day that is not a scheduled work day, employees shall arrange to take the balance of holiday hours as time off some time during the same pay period at a time approved by the immediate supervisor.

**Subd. 3. Employees Directed to Work on a Designated Holiday** - Required hours of work on a designated holiday shall be paid at the premium compensation of one and one-half (1-1/2) times the employee's hourly rate. The employee will also receive holiday pay for the designated holiday pursuant to this article, unless the Employee and the Employer mutually agree to compensatory time off in lieu of all or any portion of holiday pay.

**Section 13.04 – Eligibility**

To be eligible for holiday pay, employees must have been compensated for all scheduled hours of their last scheduled work day before and their first scheduled work day following the holiday. Employees who are on Union leave being compensated by the Union shall be considered as on paid time and receive holiday pay per this section per pay period.

**Section 13.05 – Religious Holiday**

Employees shall be entitled to observe a religious holiday that falls on the employee's regularly scheduled workday. Only when an employee does not have available paid time off (i.e., annual leave, floating holiday, or compensatory time) may they take leave without pay, which must be pre-approved by the Human Resources Director in consultation with the General Manager or Division Director.

**ARTICLE 14 – ANNUAL LEAVE**

**Section 14.01 – Rate of Accrual**

Regular employees shall earn annual leave with pay in accordance with the schedule below. The *Annual Leave Benefit* described by the schedule below shall, however, be *pro-rated* for regular part-time employees on the basis of their scheduled hours of work in accordance with the provisions of Article 8 (*Regular Part-Time Employees*) of this Agreement.

<u>Service Requirement</u>	<u>Annual Leave Benefit</u>
1. During the first 2 years of Total employment (approximately 52 payroll periods).	5 working hours per payroll period
2. During the 3 <sup>rd</sup> year of total employment (approximately 53 to 78 payroll periods).	6 working hours per payroll period

- |    |  |                                     |
|----|--|-------------------------------------|
| 3. | After 3 years and through 6 years of total employment (approximately 79 to 156 payroll periods).   | 8 working hours per payroll period  |
| 4. | After 6 years and through 12 years of total employment (approximately 157 to 312 payroll periods). | 9 working hours per payroll period  |
| 5. | After 12 years of total employment (approximately 313 payroll periods).                            | 10 working hours per payroll period |

Changes in the accrual rate of annual leave shall be made effective at the beginning of the payroll period following completion of the specified service requirement. For purposes of this article, employees shall be considered to have completed a payroll period by being compensated for fifty percent (50%) or more of the hours in the involved payroll period. Time off the payroll due to layoffs, suspension, or leave of absence without pay shall not be credited in determining annual leave accumulation or rates of accrual.

The Employer may, in its sole discretion, credit a newly hired employee with up to three (3) years service for purposes of the service requirement provisions of Section 14.01 of this article for ten (10) or more years of work experience prior to the date of employment with the Employer.

**Section 14.02 – Maximum Accumulation**

The maximum amount of unused annual leave that an employee may carry as of December 31<sup>st</sup> of each year is 1,040 hours, unless they have a higher cap that was “grandparented” to them. On December 31<sup>st</sup> of each year, any hours in excess of one thousand and forty (1,040) hours or the grandparented cap, whichever is higher, will be lost.

**Section 14.03 – Pay upon Separation**

Employees who separate from employment shall be compensated for the amount of their unused accumulated annual leave.

Employees with a grandparented (as defined in Section 14.02 above) accrual maximum in excess of one thousand and forty (1,040) hours will be paid for that amount on separation in accordance with pertinent legislation.

**Section 14.04 – Holidays**

Holidays designated in Article 13 (Holidays) which fall during a period of an employee’s annual leave shall not be counted as a day of annual leave.

**Section 14.05 – Use of Annual Leave**

Employees may utilize accumulated annual leave on the basis of request to, and approval by, their employer designated representative. Annual leave shall be charged as approved and used in amounts of not less than one-half (1/2) hour.

**Subd. 1. Notification and Approval Required** – Request and approval must occur at least twenty-four (24) hours prior to the use of annual leave except in cases of emergency or unforeseen events, in which case employees shall notify their authorized Employer representative of such absence no later than one-half (1/2) hours after the beginning of their normal work day except in the event of an emergency which would permit such notification.

**Subd. 2. Unauthorized Use** – Employees failing to give proper notification to their authorized Employer designated representative of an intended absence within the provisions of this article shall waive any benefit provided by this article and may be subject to discipline.

**Section 14.06 – Conversion of Vacation and Sick Leave**

Employees of the Employer not covered by this agreement who transfer into a job classification covered by this Agreement shall convert their unused vacation and sick leave in accordance with the following:

**Subd. 1. Accumulated Vacation** – As of the beginning of the first full payroll period of coverage under this Agreement, an employee's unused accumulated balance of vacation shall be converted to annual leave.

**Subd. 2. Accumulated Sick Leave** – As of the beginning of the first payroll period of coverage under this Agreement, an employee's unused accumulated balance of sick leave, to a maximum of two hundred and forty (240) hours shall be converted to annual leave. Any hours in excess of two hundred and forty (240) hours shall be credited to the supplemental sick leave bank.

**Section 14.07 – Annual Leave Conversion**

Once in each payroll year, an employee may convert unused annual leave as a contribution to the Employer's deferred compensation plan. Conversions must not cause an employee's balance to go below 80 hours at the time of actual conversion. Requests for conversions must be submitted in writing on forms as designated by the Employer. Contributions to deferred compensation made under this provision are subject to all rules and regulations of the deferred compensation plans.

**Section 14.08 – Supplemental Sick Leave Benefits**

In the event an employee's extended absence is due to personal illness or personal injury, or other personal incapacity which causes an absence for forty (40) consecutive hours or more, the employee shall be eligible to use supplemental sick leave as follows:

**Subd. 1. First Forty Hours of Absence** – Supplemental sick leave may not be used for the first forty hours of the extended absence. The employee's pay status during the first forty hours shall be determined by other leave provisions in the Agreement.

**Subd. 2. Rate Accrued** – Eligible employees shall earn supplemental sick leave benefits at the rate of two (2) hours of credit per payroll period. The supplement shall be drawn until credit is exhausted or the employee qualifies for long-term disability insurance.

**Subd. 3. Medical Verification Required** – In order to qualify for supplemental sick leave payments under Subd. 1 or 4, employees must provide medical verification of their inability to perform their normal job duties. Supplemental sick leave may only be paid during the specific time(s) designated in such medical verification.

**Subd. 4. Reoccurrence of Illness** – In an instance when an employee receives supplemental sick leave benefits and after returning to work has a verified re-occurrence which results in a hospitalization or an absence within ninety working days of the initial return to work, the employee will be eligible to use supplemental sick leave for the hours of absence. A reoccurrence more than ninety working days after the initial return to work shall be treated as a new occurrence and will be subject to the forty hour wait specified in subd. 1.

**Subd. 5. Restoration of Supplemental Sick Leave Upon Recall** – Employees recalled from layoff shall have their supplemental sick leave bank restored to the amount banked as of their last paid day.

### **Section 14.09 – Dock Status**

If an employee has exhausted all paid leave, voluntary docks may be granted at the sole discretion of the Employer as per Section 15.03 of this agreement. The requirement to exhaust all paid leave as a condition of requesting voluntary docks does not apply to absences due to Union business as defined in Section 15.03 (D).

### **Section 14.10 – Records**

Records shall be maintained by the Employer of each employee's rate of annual leave accrual, amount of annual leave accumulated, and the amount of annual leave used.

## **ARTICLE 15 – LEAVES OF ABSENCE**

### **Section 15.01 – Leaves Required by Law**

Employees will be granted leaves of absence in accordance with State and Federal statutes. Those leaves, which are included (but not limited to), are listed below:

### **Section 15.02 – Paid Leave**

**A. Military Reserve Leave.** Employees shall be entitled to a leave of absence with pay, in accordance with established legal requirements, for service in the Armed Forces of the United States or the State of Minnesota.

**B. Court/Jury Duty.** Regular employees subpoenaed as a witness for Council-related business, or called and selected for jury duty, shall be allowed their regular daily compensation for the period the court duty requires their absence from work duty, plus any expenses paid by the court. An employee who is released from court duty or jury duty during the weekday shall be required to return to work as soon as reasonably possible unless alternative arrangements for other leave have been made.

**C. Administrative Leave.** Administrative leave with full or partial pay may be granted at the discretion of the Employer for attendance at training programs, professional meetings or other Council-approved purposes.

**D. Election Leave.** An employee who is eligible to vote in any statewide general election or any election to fill a vacancy in the U.S. Congress shall receive leave time with pay for the purpose of voting during the forenoon of the election day in accordance with Minn. Stat. 204C-04 (1966). The employee must notify the appropriate supervisor in advance of taking such leave.

**E. Bone Marrow Donor Leave.** Pursuant to applicable Minnesota statutes, employees who work twenty (20) or more hours per week shall, upon advance notification to their immediate supervisor and approval by the Employer, be granted a paid leave of absence at the time they undergo medical procedures to donate bone marrow. At the time such employees request the leave, they shall provide to their immediate supervisor written verification by a physician of the purpose and length of the required leave. The combined length of leaves for this purpose may not exceed forty (40) hours unless agreed to by the Employer in its sole discretion.

### **Section 15.03 – Leaves Without Pay**

**A. Military Leaves of Absence.** Employees shall be entitled to a leave of absence without pay, in accordance with established legal requirements, for service in the Armed Forces of the United States of the State of Minnesota.

**B. Family and Medical Leave (FMLA).** Employees will be granted leaves of absence in accordance with the Family and Medical Leave Act. Employees shall not be required to reduce their annual leave accruals below forty (40) hours while on leave of absence in accordance with the Family and Medical Leave Act. For FMLA purposes, the year shall be defined as a rolling 12-month period measured backwards from the date an employee uses FMLA.

**C. Other Leaves Without Pay.** Employees may apply for other unpaid leaves of absence. Approval of such leave shall be at the sole discretion of the Employer, whose decision shall not be subject to Article 19 of this agreement. The Employer will continue the Employer's contribution for life insurance and health coverage for the month in which an approved leave begins.

**D. Union Leave.** Regular employees who are (1) elected or appointed full-time representatives of the Union, or who are (2) elected or appointed by the Union to perform temporary duties for the Union, shall be granted a leave of absence without pay in accordance with the provisions of Minnesota Statutes S 179A.07, Subd. 6, provided that such leaves under (2) above, do not adversely affect the operations of the Employer.

#### **Section 15.04 – Absence Without Authorized Leave**

Employees who are absent without authorization for more than three (3) working days shall be considered to have resigned their position with the Metropolitan Council.

#### **Section 15.05 – Bereavement Leave**

Employees will be granted three (3) days of paid bereavement leave following the death of a "relative." A "relative" includes the following relatives of the employee and relatives of the employee's spouse: spouse, parent, stepparent, son, daughter, stepchild, brother, sister, son or daughter-in-law, brother or sister-in-law, grandparent, grandchild, or other persons in the employee's household. Upon request and with approval of the Employer, an additional two (2) days without pay or through the use of annual leave may be granted off for any of the above.

### **ARTICLE 16 – DISCIPLINE FOR JUST CAUSE**

#### **Section 16.01 – Discipline for Just Cause**

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

- a. Oral Reprimand
- b. Written Reprimand
- c. Suspension
- d. Demotion
- e. Discharge

Written Reprimands, Notices of Suspension, Notices of Demotion, and Notices of Discharge (which are to become a part of an employee's personnel file) shall be read and acknowledged by signature of the employee. Employee and the Union will receive a copy of such reprimands and/or notices. If the Employer meets with the employee to deliver a Notice of Suspension, Notice of Demotion or Notice of Discharge, the Employer will allow the employee up to 24 hours to arrange for union representation. An employee who reasonably believes that an investigatory interview may lead to discipline of the employee or another unit member has the right to Union representation upon request.

**Section 16.02 – Discharge Due Process**

Prior to discharging an employee, the Employer shall notify the employee and the Union in writing that the employee is to be discharged, the reason(s) therefore, the employee’s right to a hearing in accordance with this article, and the effective date of the discharge the employee may request an opportunity to hear an explanation of the evidence against him/her, and to present his/her explanation of issues and circumstances related to the employee’s discharge to the Employer’s representative. The employee is entitled to Union representation at such meeting, upon request. The right to such meeting shall expire at the end of the scheduled workday after the Notice of Discharge is delivered to the employee, unless the Employer and employee agree otherwise. The employee shall remain in pay status during the time between the Notice of Discharge and the expiration of the meeting. However, if the employee was not in pay status at the time of the Notice of Discharge, for reasons other than disciplinary suspension, the requirement to be in pay status shall not apply.

**Section 16.03 – Access to Personnel File**

Employees may examine their own personnel file at reasonable times under the direct supervision of the Employer.

**Section 16.04 – Appeal Through Grievance Procedure**

Written Reprimands, Suspension, Demotion, and Discharge of an employee may be processed through the grievance procedure as set forth elsewhere in this Agreement, provided that if no appeal is made of such disciplinary action within twenty-one (21) calendar days of occurrence, this right of appeal is waived. Discharge of an employee may be initiated at Step 2 of the grievance procedure.

**ARTICLE 17 – INSURANCE**

The Employer shall provide an insurance program consisting of health insurance or other health coverage, life insurance and long-term disability insurance and dental insurance for eligible employees. Student interns are ineligible for all insurance benefits.

**Section 17.01 – Health Insurance**

The health coverage shall consist of benefits and conditions as established by the contracts between the Employer and the health insurer.

**Employer Contributions**

	2010	2011
Open Access - Single	\$637.28	\$674.95
Open Access - Family	\$1,316.18	\$1,410.36
Distinctions III - Single	\$653.21	\$725.06
Distinctions III - Family	\$1,370.64	\$1,550.37
Empower HRA - Single	\$518.38	\$575.40
Employer HRA - Family	\$1,096.63	\$1,239.26

**Section 17.02 – Life Insurance**

The life insurance coverage provided by the Employer for all eligible regular employees shall consist of benefits and contributions established by the contract between the Employer and the insurance carrier. Employees may choose a maximum of no more than fifty thousand dollars (\$50,000). Effective January 1, 2002, the Employer shall pay the full premium for employee life insurance in the amount of two times

the employee's annual base salary up to \$200,000. Under current IRS regulations, any premium paid by the Employer for coverage in excess of \$50,000 is subject to tax liability. An employee may decline coverage in excess of \$50,000 by completing a waiver form.

**Subd. 1. Insurance Amounts: Premiums** – The Employer shall pay the monthly premium cost of term life insurance in an amount equal to the employee's annual salary for accidental death and dismemberment insurance as established by the insurance carrier.

**Subd. 2. Additional Insurance** – Employees shall have the option of individually purchasing additional life insurance for themselves and/or for their dependents as established by the contract between the Employer and the insurance carrier.

**Subd. 3.** The Employer will make available Supplemental Group Universal Life policy for purchase by employees.

### **Section 17.03 – Long-Term Disability**

**Subd. 1. Insurance** – The long-term disability coverage provided by the Employer to all eligible employees shall consist of benefits and conditions as established by the contract between the Employer and the insurance carrier. Benefits are payable after a ninety (90) day elimination period and provide a benefit level equal to 66.6% of an employee's base compensation to a maximum monthly benefit amount of five thousand dollars (\$5,000). The Employer shall pay the monthly premium cost of the long-term disability packages.

**Subd. 2. Health Insurance Premiums** – Employees eligible for long-term disability insurance and who elect to participate in the Employer's group health insurance plan will have one-half of the monthly health insurance premium paid by the Employer to a maximum of twelve (12) months. Thereafter, the employee has the option of continuing at their cost in the Employer's group health insurance plan as outlined in any applicable statutes.

### **Section 17.04 – Dental Insurance**

The dental insurance coverage provided by the Employer for all eligible employees shall consist of benefits and conditions as established by the contract between the Employer and an insurance carrier.

#### **Employer Contributions**

	2010	2011
Dental - Single	\$41.77	\$44.28
Dental - Family	\$92.80	\$99.45

### **Section 17.05 – Flexible Spending Account**

Employees who have established enrollment eligibility under the provisions of Section 17.06 (*Eligibility*) of this article, shall be provided an opportunity to participate in the Employer's *Flexible Spending Account Plan* in accordance with IRS regulations -- a qualified plan which provides special tax advantages to employees under IRS *Code* Section 125. The *Plan Document* shall control all questions of eligibility, enrollment, claims and benefits.

### **Section 17.06 – Eligibility**

Benefits provided under this article shall be provided to employees (including regular part-time employees pursuant to the provisions of Article 8 of this Agreement) in accordance with the eligibility requirements of the various contracts of insurance and/or benefits in effect between the Employer and the insurance and/or benefit providers. Except for inactivity caused by work-related illness or injuries, or as provided in the Family and Medical Leave Act, employees who are inactive, but whose employment status with the employee has not terminated, shall be required to pay the full cost of the required premium beginning with the first full month of inactivity in order to keep such coverages in effect.

## **ARTICLE 18 – SENIORITY**

### **Section 18.01 – Definitions of Seniority**

Seniority shall be defined as the length of continuous service accumulated by an employee under the following conditions:

**Subd. 1. Employer Seniority Defined** – The total length of continuous service with the Employer.

**Subd. 2. Job Classification Seniority Defined** – The total length of continuous service in a job classification.

**Subd. 3. Job Family Seniority Defined** – The total length of continuous service in a job family as defined in Appendix B of this Agreement.

### **Section 18.02 – Termination of Seniority**

Seniority shall terminate upon retirement, discharge, resignation or death of an employee.

### **Section 18.03 – Seniority Not Earned**

Seniority shall not be lost but shall not accumulate during periods of disciplinary suspension, unpaid leaves of absence which exceed more than one pay period (except for those required by applicable law), or layoff. Upon return to work after such absences, the employee's anniversary date, dates for accrual rate changes and other identified uses of seniority shall be adjusted so that it does not include time during which the employee was absent.

### **Section 18.04 – Transfers**

Employees who transfer into this AFSCME bargaining unit from within the Metropolitan Council will maintain their "Employer Seniority" as defined in Article 18, Section 18.01, subd. 1.

## **ARTICLE 19 – GRIEVANCE PROCEDURE**

### **Section 19.01 – Definition of a Grievance**

A grievance is defined as a dispute or disagreement as to the interpretation of application of the specific terms and conditions of this Agreement, including issues relating to the assurance of a safe work environment.

### **Section 19.02 – Purpose**

The grievance procedure is established for giving employees a forum to discuss certain issues related to their terms and conditions of employment and to resolve disputes with equity in a timely manner.

### **Section 19.03 – Representation**

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article.

### **Section 19.04 – Process**

The aggrieved employee and a Union Representative shall be allowed a reasonable amount of time without loss of pay to investigate and present grievances to the Employer during normal working hours, provided that the employee and the Union Representative have notified and received the approval of the designated supervisor. Union representatives and the Employer shall comply with Section 4.06 – Membership in the Union, when a Union representative requests time off to investigate and present grievances.

### **Section 19.05 – Dispute Resolution Procedure**

**Step 1** Informal resolution conference(s) will be scheduled between the employee, Union Representative, and appropriate Employer representative within twenty-one (21) calendar days after a problem or dispute has occurred. If mutually agreed upon, the parties may utilize available dispute-resolution resources.

**Step 2** If the parties are unable to satisfactorily resolve the dispute within fourteen (14) calendar days of the conclusion of the informal resolution conferences(s), the grievance will be documented in writing and submitted to the Employer-designated representative identified at the time of the conference. Within fourteen (14) calendar days, a meeting will be held between the Employer-designated representative, the employee, and the Union Representative in an attempt to resolve the grievance. The Employer-designated representative will respond to the Union in writing with the determination within fourteen (14) calendar days after the meeting.

**Step 3** If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Employer-designated representative identified at the time of the conference and copied to the Manager of Labor Relations, or designee, within fourteen (14) calendar days from the Step 2 answer. Within fourteen (14) calendar days a meeting will be held between the Employer-designated representative, the Manager of Labor Relations or designee and the Union so that the Union may present the appeal. The Employer-designated representative will respond to the Union in writing with the determination within fourteen (14) calendar days after the meeting.

**Step 4** The parties may mutually agree to utilize the BMS mediation process and/or request an advisory mediation step prior to Step 5, Arbitration. A grievance unresolved in Step 3 may be appealed to Step 4 or Step 5 within fourteen (14) calendar days following the Employer-designated representative determination. The cost of mediation sessions shall be borne equally by the Union and the Employer as outlined in Section 19.06.

**Step 5** A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration, subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made by requesting a list of Bureau of Mediation Services (BMS) arbitrators. Upon receipt of the panel, the parties will strike names until one name remains. The remaining person shall be the arbitrator. The parties shall alternate who strikes first.

### **Section 19.06 – Arbitrator and Mediator Authority**

The arbitrator or mediator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator or mediator shall consider and decide only the

specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator's decision shall be submitted in writing thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented and shall not be in conflict with the law.

The fees and expenses for the arbitrator's or mediator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made provided that it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

### **Section 19.07 – Waiver**

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension, it shall be considered waived. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

### **Section 19.08 – Disputes Relating to Layoff and Recall Rights**

Grievances relating to layoff and recall shall start at the third step of the grievance process.

## **ARTICLE 20 – REDUCTION OF WORK FORCE**

### **Section 20.01 – Right to Reduce Work Force**

The Employer shall have the right to lay off employees as necessary to operate the facility under its control. Such layoff will be for reasons outside the Employee's control which do not reflect or discredit on the service of an employee. Prior to any layoff, the Employer and the Union will meet to discuss alternatives to layoffs.

**Subd. 1. Layoff** – In the case of layoff of employees, the work force shall be reduced within the affected job classification based on Employer seniority in the following manner:

- i. Temporary employees within a job classification will be laid off prior to regular employees.
- ii. Temporary employees, working in a job classification represented by this agreement will be terminated prior to layoff of regular employees working in that job classification. Temporary employees working on special projects or in a job classification not represented by this agreement are not required to be terminated prior to layoff of bargaining unit members. In the event of layoff, qualified bargaining unit members may request to bump Temporary employees working on special projects or in a job classification not represented by this agreement, and may be granted those assignments, at the Employer's discretion.
- iii. In the case of the necessity to abolish a position within a job classification which is within a job family (as listed in Appendix B) the employee may bump the least senior person within the job classification on the basis of Employer seniority provided s/he is qualified to perform the duties of the position. If there are no employees with less seniority in the job

classification the employee will have the right to bump the least senior employee with less seniority in the next lowest job classification(s) within the job family provided s/he is qualified to perform the duties and responsibilities of the position. The excess employees within the job family will receive notice of layoff.

- iv. If all options in #3 above have been exhausted or if the employee is in a single class title, regular employees who receive a notification of layoff shall have the right to bump the least senior employee with less seniority in a job classification(s) where the notified employee has completed the probationary period and the notified employee is qualified to perform the duties and responsibilities of the position. If the employee is not qualified or the previously held position has been abolished they can bump the least senior employee with less seniority in a position equal in pay grade within the job family of the previously held position provided they are qualified to perform the duties of the position. If the employee is not qualified or the previously held position has been abolished and there are no job classifications equal in pay grade to the previously held position, the employee shall have the right to bump the least senior employee with less seniority in the next lowest job classification within the job family.
- v. In this section, the term 'qualified' means (a) meeting the minimum qualifications prescribed for the position; and (b) able, within thirty calendar days, to properly perform all of the duties and responsibilities of the position

**Subd. 2. Lower Classification** – Employees who bump into a lower classification as a result of layoff shall receive his/her current salary or the maximum salary range for the lower classification, whichever is less.

**Subd. 3. Notice of Layoff** – All regular employees shall receive fourteen (14) calendar days written notice (or pay in lieu of notice) prior to layoff.

### **Section 20.02 – Emergency Layoff**

In the event of an emergency which prevents the operation of any department or work area, the Employer may temporarily lay off the entire workforce, or any portion of the work force at the completion of the normal workday as provided for in Section 20.01, Subdivision 1 and 2 of this Article. Emergency layoffs shall be for no longer than the duration of the emergency.

### **Section 20.03 – Recall from Layoff**

Employees with recall rights will be recalled for job openings in the same classification or job family in the order of Employer seniority. When recalling employees, the Employer shall give at least fourteen (14) calendar days written and receipted notice of re-employment. Laid off employees failing to report to work as notified shall be considered by the Employer to have resigned. Employees shall be eligible for recall during an eighteen-month period from the date of layoff. Employees will be notified of recall at the last address on file with the Human Resources Department. Employees recalled from layoff cannot be called back to higher pay grades than previously held.

### **Section 20.04 – Ties in Seniority**

If, in the event of a layoff where two or more employees possess the same seniority date, the more senior employee shall be determined by high card draw in the presence of the Employer designated representative and the Union Steward prior to the actual layoff.

### **Section 20.05 – Salary Upon Recall**

Employees who are recalled from layoff shall receive their current salary or the maximum of the salary range for the recalled classification, whichever is less, except that:

- a) When an employee is recalled from layoff and there has been a general wage increase per the contract during the period that the employee was laid off, the recalled employee shall receive the full general increase as per Article 12 of the Agreement.
- b) When an employee is recalled from layoff and there has been a satisfactory performance increase per the contract during the period that the employee was laid off, the recalled employee shall be eligible for the satisfactory performance increase on a pro-rated basis, provided s/he meets the provisions of Article 12.

## **ARTICLE 21 – RETIREMENT**

### **Section 21.01 – Pension Contribution**

The Employer shall make pension deductions and contributions for eligible employees as established by applicable Minnesota statutes.

### **Section 21.02 – Continued Participation in Hospital-Medical Insurance Program**

Employees previously covered by the Local 668 Metropolitan Waste Control Commission Labor Agreement, employees previously covered under the Metropolitan Transit Operations Non-Represented Plan, and employees who transferred from the Environmental Services Division, or the Metropolitan Council Transit Operations under the transfer policy who are on the payroll effective on December 5, 1996 shall be eligible for Retiree Hospital-Medical Insurance in accordance with this article. No employee hired after December 5, 1996 shall be eligible for the benefits outlined in this article.

The Employer shall continue to make available the option to participate in the hospital-medical insurance program established by this Agreement for regular employees who retire, subject to the following conditions:

**Subd. 1. Eligibility** – Employees who retire at the age of sixty-five (65) and who have at least ten (10) years of continuous employment or employees who retire prior to age sixty-five (65) and have at least twenty-five (25) years of continuous employment, shall continue to have insurance contributions made on their behalf in accordance with the provisions of Article 17, (Hospital-Medical Insurance) of this Agreement. Employees who retire between the ages of sixty (60) and sixty-five (65) and who have at least twenty (20) years of continuous employment, shall be eligible to receive sixty-five percent (65%) of the full benefit payable to employees who qualify for employer-paid, post-retirement insurance benefits as outlined above. Participation and contributions for retirees shall be subject to the following conditions:

- i. The Employer and the retiree contribute toward the single and dependent monthly premium in the same dollar amount, or the ratio if the retiree's premium is less, as established for active employees covered under the same insurance program and retirement plan.
- ii Any change in the single or dependent premium cost will be passed on to the retiree in the same manner as established for active employees.
- iii. Dependents of deceased retirees shall have the right to continue single or dependent coverage, provided that the dependent pays the full cost of the applicable monthly premium.
- iv. Retirees or dependents of deceased retirees shall submit their portion of the monthly premium by the first day of the coverage month for which the payment is made.

**Subd. 2. Ineligible Retiree Participation** – Employees who retire and do not meet the conditions of this section shall have the option of continuing to participate in the hospital-medical insurance program to the extent provided by the contract between the Employer and insurance carrier. Retirees electing to participate shall pay the full cost of the applicable monthly premium.

**Subd. 3. Current Retirees** – Retirees and/or their dependents currently participating in the Employer's hospital-medical insurance program shall continue their current rate of contribution, but shall in no event contribute more than the amounts established by Section 21.02, Subd. 1(i) of this article.

**Section 21.03 – Retirement Cake**

If an employee retires with at least twenty (20) years of service and gives the Employer at least thirty (30) days notice before the date of retirement, the Employer will provide a retirement cake and time allowed during the normal lunch period for presentation of award and recognition of service (not to exceed \$100).

**Section 21.04 – Health Care Savings Plan**

50% of the employer's FICA savings will be contributed to the members HCSP account.

Annual leave conversion to HCSP based on years of service:

- During the 1<sup>st</sup> through 10<sup>th</sup> years of total service the employee will contribute 0% unused accumulated annual leave to their HCSP account at either retirement or termination of employment.
- After the 10<sup>th</sup> through 20<sup>th</sup> years of service the employee will contribute 50% of their annual leave bank to their HCSP account provided the member meets eligibility for MSRS retirement at either retirement or termination of employment.
- After 20 plus years of service the employee will contribute 100% of their annual leave bank to their HCSP account provided the member meets eligibility for MSRS retirement at either termination or retirement of employment.

**ARTICLE 22 – NON-DISCRIMINATION**

The terms and conditions of this Agreement will be applied to employees equally without regard to, or discrimination toward or against, any individual because of race, color, creed, sex, age, religion, national origin, sexual orientation or identity, marital status, status with regard to public assistance, membership or activity in a local commission, disability, veteran status or because of membership or non-membership in the Union. Employees will perform their duties and responsibilities in a non-discriminatory manner and will not discriminate against other employees or members of the general public. The Union will work with the Employer in applying the provisions of this Article.

**ARTICLE 23 – ADA REASONABLE ACCOMMODATION**

**Section 23.01 – Purpose**

The Employer and the Union agree that they are both legally obligated to comply with the Americans With Disabilities Act (ADA). The Employer agrees to attempt to reasonably accommodate the known disability of requesting employees or otherwise qualified job applicants in accordance with the provisions of the ADA.

### **Section 23.02 – Process**

Upon request, an employee seeking an accommodation shall be entitled to Union representation. The Employer shall review the employee's request for reasonable accommodations which may include, but are not limited to: equipment purchase or modification, structural modification, job restructuring, scheduling modification, or job reassignment. The Employer agrees to meet and confer with the Union when such accommodation would result in a conflict with other contract provisions for the purpose of discussing a waiver or modification of said provision. Any waiver of labor agreement provisions must be agreed upon by both the Employer and the Union.

### **Section 23.03 – Confidentiality**

The Union and the Employer recognize the importance of maintaining the confidentiality of medical information acquired through the reasonable accommodation process. The Employer shall require a signed release of information from the employee requesting an accommodation before the Union can participate in the accommodation process.

## **ARTICLE 24 – BUS PASS AND RIDESHARE INCENTIVE PROGRAM**

The Employer agrees that all employees covered by this agreement will be entitled to participate in the Metropolitan Council's rideshare subsidy program. All current and all employees who retire after January 1, 2008, and are covered by this agreement will be entitled to free bus and light rail access on all Metropolitan Council funded regular-route transit service except chartered, special or sight seeing services. The Employer reserves the right to revoke this privilege to any individual who abuses this policy or to all employees covered by this agreement if a reorganization during the life of this contract causes the Metropolitan Council's transit operations to become a separate organization.

## **ARTICLE 25 – EMPLOYEE DEVELOPMENT**

Employees covered by this agreement may receive up to one thousand dollars (\$1,000) for tuition reimbursement per year and other employee requested Employer training at the discretion of the Employer. Approval of requests for tuition reimbursement/employee training is subject to the availability of funding. Tuition reimbursements and Employer training shall be administered in accordance with the Council's policies and procedures that include an appeal process to the Human Resource Director, or designee.

## **ARTICLE 26 – SAVINGS CLAUSE**

### **Section 26.01 – Enabling Statutes**

This Agreement serves as a supplement to the legislation [*Minnesota Statutes (1974), Chapter 473*] creating and directing the Employer. If any part of this Agreement is in conflict with such enabling statute, the statute shall prevail.

### **Section 26.02 – Separability**

**Subd. 1. General** – In the event any provision of this Agreement shall be held contrary by law by a court of competent jurisdiction from whose final judgment or decree no appeal is taken, such provisions shall be voided. All other provisions shall continue in full force and effect. The parties shall, upon written notice, enter into negotiations to place the voided provision of the Agreement into compliance with the law.

**Subd. 2. Pay Equity Act** – In the event the compensation provisions of this Agreement are found to be in violation of the *Minnesota Local Government Pay Equity Act* by the Commissioner, Department of Employee Relations, State of Minnesota, from whose final decision no appeal is taken, the parties shall, at the written request of either of them, enter into negotiations to bring such provisions into compliance therewith.

## **ARTICLE 27 – EMPLOYEE RECOGNITION**

In recognition of continuous service, employees will be awarded the following amounts from the Employer on the following anniversary dates. These amounts will be paid on the employee's regular payroll check and are subject to deductions.

10 years	\$25
15 years	\$50
20 years	\$75
25 years	\$100
30 years	\$125
35 years	\$150
40 years	\$175
45 years	\$200

This Article does not replace any existing recognition programs currently in effect. The Employer will furnish the Union with an annual report of employees who have been recognized.

## **ARTICLE 28 – DURATION AND PLEDGE**

### **Section 28.01 – Duration**

This Agreement shall take effect January 1, 2010, shall remain in effect through December 31, 2011, and shall continue in effect from year to year thereafter, from January through December of each year, unless changed or terminated in the manner provided by this article.

### **Section 28.02 – Notice of Change or Termination**

Either party desiring to change or terminate this Agreement shall notify the other in writing at least sixty (60) calendar days prior to the termination date specified in Section 28.01 of this article. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice. Until a satisfactory conclusion is reached concerning such changes, the original provisions of this Agreement shall remain in full force and effect. Notice by either party of a desire to terminate this Agreement shall follow the same procedure as a proposed change.

### **Section 28.03 – Acknowledgement**

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully set forth in this Agreement.

### **Section 28.04 – Mutual Agreement to Amend**

This Agreement shall be subject to change at any time by mutual consent of the parties hereto. Any change agreed upon shall be reduced to writing, signed by the parties hereto, and approved in the same manner as this Agreement.

**Section 28.05 – Mutual Pledge**

In consideration of the hours, wages, and conditions of employment established by this Agreement, and the recognition that the grievance procedure herein established is the means by which grievances concerning its interpretation or application may be peacefully resolved, the parties hereby pledge that during its term the Union and the employees will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform work duties on the part of any employee covered by this Agreement and the Employer will not engage in, instigate, or condone any lockout of the employees covered by this Agreement.

## **LETTERS OF AGREEMENT**

### **Managed Competition**

If the Employer pursues a managed competition program to compete employees against outside vendor services, the Employer will meet and confer with the Union regarding the program design and implementation.

### **Promotions**

During the negotiation of this Agreement, the issue of promotional opportunities was discussed. Both parties agree that it is important that the employees of the Metropolitan Council understand and are able to take full advantage of promotional opportunities, as they become available. The parties also agree that it is important to the success of the Council to insure that the best candidate is chosen for promotion. To this end it was recognized that additional information and training in the process of obtaining a promotion should be made available to current employees to assist them in their promotional efforts. The parties came to this understanding of each other's interests and have identified the following as facilitating their mutual goals.

1. A class should be developed by the Employer's LOD division that will be available on a regular basis to employees seeking promotional opportunities. This class should address questions such as: how to complete an application, what are the steps of the hiring process, how do I get through the interview, what is required to be eligible for a higher job classification, etc.
2. An attachment should be distributed to employees at the time an application is requested that includes information on how to complete the application, how the interview and hiring process works, and a contact if the person would like to request assistance in filling out the application.
3. At the completion of the hiring process, any unsuccessful applicant may contact the Human Resource Representative for relevant information that may be made available in regard to the selection process. Additionally, the employee may request information regarding that employee's efforts and how they may have improved their application and/or interview. The Human Resource Representative may suggest a need for formal training as described in paragraph 1 above. The Human Resource representative is made available to assist the employee in the promotional process, not to defend or justify promotional decisions to the employee.

### **Limited, Provisional Re-Opener**

If at anytime during the duration of this agreement the State of Minnesota establishes a law which enables the Employer to offer health and/or dental insurance coverage for domestic partners, or if a court of competent jurisdiction determines that the Metropolitan Council may offer such insurance, the Employer and Union shall meet and negotiate for the sole purpose of determining the terms and conditions under which such coverage may be extended to domestic partners.

### **Long Term Care Coverage**

The Employer and the Union agree that during the duration of this agreement the parties shall meet and confer to explore the possibilities under which the Employer may allow employees to participate in a long-term care coverage program, while not incurring any cost of liability to the Employer other than reasonable staff administration time.

### **Post-Retirement Employment Option**

Whereas, AFSCME Council 5 (Union) and the Metropolitan Council (Employer) have reached an agreement regarding the application of State Rules on the Post Retirement Option, and

Whereas, the Union and Employer have met to discuss the application of the State Rules, and

Whereas, all PRO positions are in the unclassified service and therefore not subject to posting and bidding, seniority, and other requirements for the filling of classified vacancies, and

Whereas, PRO positions are represented unless excluded as managerial, confidential, insufficient work time or for one of the other reasons specified in Chapter 179A, and

Whereas, the Union and Employer are currently parties to a collective bargaining agreement which expires December 31, 2011, and

Whereas, the Union and Employer do not consider the current collective bargaining agreement in conflict with any aspect of the Employer's contemplated employment of PRO employees,

Now therefore, the Union and Employer agree to the following:

1. The Employer recognizes the Union as the exclusive representative of all PRO employees who fall within the definition in the Bureau of Mediation Services unit determination, case number 96-PCL-172 et al.
2. PRO employees are "Council Temporary" employees as that phrase is defined in Section 6.02 of the current bargaining agreement.

#### **Tape Recording Investigations**

During the negotiations of this Agreement, the issue of recording investigatory interviews was discussed. The parties have identified the following mutual understandings:

1. The employer has the sole authority with regard to investigations for the following non-inclusive (including but not limited to) items:
  - Determining whether an investigation will be conducted
  - How an investigation will be conducted
  - Who will conduct the investigation
  - Who will be interviewed during an investigation, and (but not limited to)
  - Whether an investigation will be recorded
2. In the event the Employer determines to record an investigatory interview, such determination will be communicated to the Union in advance.
3. The employer will provide to the union a copy of all the recordings once the investigation is completed and discipline is administered.

#### **Pay for Employees on the Negotiating Team**

The Union and the Employer reached the following agreement of paying employees on the union negotiating team:

- Two non-exempt employees will be paid for time spent during regular working hours.
- All exempt employees will be paid for days spent in negotiations; no payment of overtime will be paid. Exempt employees are allowed a more flexible work schedule.

#### **Labor Management Committee on Insurance**

During negotiations for the 2010-2011 agreement, the parties agreed to establish a Health Insurance Labor Management Committee for the purposes of sharing information regarding the renewal process and discussing methods of reducing costs associated with health insurance benefits. The

committee will be comprised of AFSCME appointed members and management appointed representatives and shall meet upon request and agreement of the parties.

**Reimbursement of Insurance Premiums for 2010**

Per signed agreement, employees shall be reimbursed for the difference between employee premium rates paid since 01/01/10 and the rates negotiated for 2010. The employer will notify employees and hold a new open enrollment within thirty (30) days of ratification of the contract.

**Cell Phones**

Employees shall not be eligible to receive any reimbursement for the use of personal cell phones for Metropolitan Council business.

**APPENDIX A**  
**JOB CLASSIFICATIONS AND PAY GRADES**

<b>Pay Grade 22</b>		<b><u>Minimum</u></b>	<b><u>Midpoint</u></b>	<b><u>Maximum</u></b>
	Jan 1, 2010	\$26,906	\$33,632	\$40,359
	Jan 1, 2011	\$26,906	\$33,632	\$40,359
No classifications in this grade				
<b>Pay Grade 23</b>		<b><u>Minimum</u></b>	<b><u>Midpoint</u></b>	<b><u>Maximum</u></b>
	Jan 1, 2010	\$28,076	\$35,095	\$42,114
	Jan 1, 2011	\$28,076	\$35,095	\$42,114
No classifications in this grade				
<b>Pay Grade 24</b>		<b><u>Minimum</u></b>	<b><u>Midpoint</u></b>	<b><u>Maximum</u></b>
	Jan 1, 2010	\$29,385	\$36,731	\$44,077
	Jan 1, 2011	\$29,385	\$36,731	\$44,077
Account Clerk Laboratory Assistant	Senior Administrative Clerk			
<b>Pay Grade 25</b>		<b><u>Minimum</u></b>	<b><u>Midpoint</u></b>	<b><u>Maximum</u></b>
	Jan 1, 2010	\$30,831	\$38,538	\$46,246
	Jan 1, 2011	\$30,831	\$38,538	\$46,246
Administrative Account Clerk Administrative Assistant Drafter I	Engineering Aide Metering/Alarm System Operator			
<b>Pay Grade 26</b>		<b><u>Minimum</u></b>	<b><u>Midpoint</u></b>	<b><u>Maximum</u></b>
	Jan 1, 2010	\$32,412	\$40,515	\$48,618
	Jan 1, 2011	\$32,412	\$40,515	\$48,618
Inventory Technician Technician I				
<b>Pay Grade 27</b>		<b><u>Minimum</u></b>	<b><u>Midpoint</u></b>	<b><u>Maximum</u></b>
	Jan 1, 2010	\$34,273	\$42,842	\$51,410
	Jan 1, 2011	\$34,273	\$42,842	\$51,410
Drafter II GIS Technician Industrial Waste Technician I Interceptor Service Worker I Payroll Specialist Senior Account Clerk	Senior Administrative Account Clerk Senior Administrative Assistant Senior Library Assistant Senior Metering/Alarm System Operator Technician II			

<b>Pay Grade 28</b>		<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
	Jan 1, 2010	\$36,476	\$45,595	\$54,714
	Jan 1, 2011	\$36,476	\$45,595	\$54,714
Benefits Assistant			Interceptor Service Worker II	
Customer Service Representative			Planning Technician	
Document Management Technician			Research Technician	
Executive Secretary			Staff Specialist	
HRA Client Service Advisor			Telephone Technician	
<b>Pay Grade 29</b>		<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
	Jan 1, 2010	\$39,025	\$48,781	\$58,537
	Jan 1, 2011	\$39,025	\$48,781	\$58,537
Administrative Technician			Industrial Waste Technician II	
Benefits Administrator			IT Service Desk Specialist	
Computer System Specialist-Trainee			Metering & Alarm System Leadworker	
Construction Inspector			Provider Liaison	
Drafter III			Senior GIS Technician	
HRA Inspector			Senior Payroll Specialist	
HRA Specialist			Systems Hardware Tech III	
Human Resources Assistant			Technician III	
<b>Pay Grade 30</b>		<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
	Jan 1, 2010	\$42,055	\$52,568	\$63,082
	Jan 1, 2011	\$42,055	\$52,568	\$63,082
Accountant			Information Specialist	
Administrative Coordinator			Interceptor System Leadworker	
Business Systems Analyst			Interceptor System Technician	
Communications Specialist			IT Specialist	
Data Analyst			Media Services Specialist	
Diversity Specialist			Purchasing Agent Trainee	
Engineer			Safety Specialist	
Environmental Scientist			Technical Specialist	
Graphic Arts Specialist			Technical Writer	
HRA Information Management Specialist				
<b>Pay Grade 31</b>		<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
	Jan 1, 2010	\$45,370	\$56,712	\$68,055
	Jan 1, 2011	\$45,370	\$56,712	\$68,055
ADA Paratransit Evaluator			Outreach Coordinator	
Applications Developer			Planner	
Business Systems Analyst II			Project Administrator	
Claims Representative			Purchasing Agent	
Computer Systems Specialist			Researcher	
Contract Administrator			Senior Accountant	
EO Consultant			Senior Communications Specialist	
GIS Specialist			Senior Environmental Scientist	
HRA Coordinator			Senior Information Specialist	
Health Promotion Specialist			Staffing Specialist	

IT Integration Analyst

**Pay Grade 32**

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Jan 1, 2010	\$49,147	\$61,433	\$73,720
Jan 1, 2011	\$49,147	\$61,433	\$73,720

Business Systems Analyst III	Registered Land Surveyor
Facilities Admin Specialist	Senior Applications Developer
Financial Analyst	Senior Engineer
GIS Coordinator	Senior EO Consultant
GIS Systems Administrator	Senior Information Coordinator
Grants Coordinator	Senior Intergovernmental Relations Coordinator
Industrial Hygienist	Senior Planner
Lead Safety Specialist	Senior Project Administrator
Library & Information Resources Coordinator	Senior Researcher
LOD Consultant	Transportation Forecast Analyst
Marketing-Communications Outreach Coordinator	Web Specialist
Principal Environmental Scientist	

**Pay Grade 33**

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Jan 1, 2010	\$55,457	\$69,321	\$83,185
Jan 1, 2011	\$55,457	\$69,321	\$83,185

Business Systems Analyst IV	Principal Engineer
Budget Coordinator	Principal Financial Analyst
Environmental Analyst	Principal GIS System Administrator
GIS Liaison	Principal Research Scientist
Planning Analyst	Research Analyst
Principal Applications Developer	Senior Computer Systems Specialist
Principal Contract Administrator	

**APPENDIX B**  
**JOB FAMILIES**

<b><u>ADMINISTRATIVE FAMILY</u></b>	<b><u>Grade</u></b>
Facilities Administrative Specialist	32
ADA Paratransit Evaluator	31
Administrative Coordinator	30
Media Services Specialist	30
Administrative Technician	29
Senior HR Assistant	29
Customer Service Representative	28
Executive Secretary	28
Human Resources Assistant	28
Provider Liaison	28
Staff Specialist	28
Senior Administrative Assistant	27
Senior Library Assistant	27
Administrative Assistant	25
Senior Administrative Clerk	24

<b><u>COMMUNICATIONS/COMMUNITY RELATIONS FAMILY</u></b>	<b><u>Grade</u></b>
Library & Information Resources Coordinator	32
Marketing-Communications Outreach Coordinator	32
Senior Information Coordinator	32
Senior Intergovernmental Relations Coordinator	32
Web Specialist	32
Outreach Coordinator	31
Senior Communications Specialist	31
Senior Information Specialist	31
Communications Specialist	30
Graphic Arts Specialist	30
Information Specialist	30
Technical Writer	30

<b><u>CONSTRUCTION FAMILY</u></b>	<b><u>Grade</u></b>
Principal Contract Administrator	33
Registered Land Surveyor	32
Contract Administrator	31
Construction Inspector	29

<b><u>DRAFTER FAMILY</u></b>	<b><u>Grade</u></b>
Drafter III	29
Document Management Technician	28
Drafter II	27
Drafter I	25

<b><u>ENGINEERING FAMILY</u></b>	<b><u>Grade</u></b>
Principal Engineer	33
Senior Engineer	32
Engineer	30
Data Analyst	30
Engineering Aide	25

<b><u>FINANCE FAMILY</u></b>	<b><u>Grade</u></b>
Budget Coordinator	33
Principal Financial Analyst	33
Financial Analyst	32
Grants Coordinator	32
Senior Accountant	31
Accountant	30
Senior Account Clerk	27
Senior Administrative Account Clerk	27
Administrative Account Clerk	25
Account Clerk	24

<b><u>GIS FAMILY</u></b>	<b><u>Grade</u></b>
GIS Liaison	33
Principal GIS System Administrator	33
GIS Coordinator	32
GIS Systems Administrator	32
GIS Specialist	31
Senior GIS Technician	29
GIS Technician	27

<b><u>HR / LOD / DIVERSITY FAMILY</u></b>	<b><u>Grade</u></b>
LOD Consultant	32
Senior EO Consultant	32
EO Consultant	31
Staffing Specialist	31
Health Promotion Specialist	31
Diversity Specialist	30
Benefits Administrator	29
Human Resources Assistant	29
Benefits Assistant	28

<b><u>HRA FAMILY</u></b>	<b><u>Grade</u></b>
HRA Coordinator	31
HRA Information Management Specialist	30
HRA Inspector	29
HRA Specialist	29
HRA Client Service Advisor	28

<b><u>INFORMATION SYSTEMS / COMPUTER FAMILY</u></b>	<b><u>Grade</u></b>
Database Administrator	33
Principal Applications Developer	33
Principal System Integration Analyst	33
Senior Computer Systems Specialist	33
Systems Support Coordinator	33
Senior Applications Developer	32
Senior IT Integration Analyst	32
Applications Developer	31
Computer Systems Specialist	31
IT Integration Analyst	31
Senior IT Specialist	31
IT Specialist	30
Computer System Specialist-Trainee	29
Systems Hardware Technician III	29
IT Service Desk Specialist	29
Telephone Technician	28
Business Systems Analyst	30
Business Systems Analyst II	31
Business Systems Analyst III	32
Business Systems Analyst IV	33

<b><u>INTERCEPTOR FAMILY</u></b>	<b><u>Grade</u></b>
Interceptor System Leadworker	30
Interceptor System Technician	30
Interceptor Service Worker II	28
Interceptor Service Worker I	27

<b><u>MATERIALS FAMILY</u></b>	<b><u>Grade</u></b>
Purchasing Agent	31
Purchasing Agent Trainee	30
Inventory Technician	26

<b><u>METERING AND ALARM FAMILY</u></b>	<b><u>Grade</u></b>
Data Analyst	30
Metering & Alarm System Leadworker	29
Senior Metering/Alarm System Operator	27
Metering/Alarm System Operator	25

<b><u>PAYROLL FAMILY</u></b>	
Senior Payroll Specialist	29
Payroll Specialist	27

<b><u>PLANNING FAMILY</u></b>	<b><u>Grade</u></b>
Planning Analyst	33
Senior Planner	32
Senior Project Administrator	32
Transport. Forecast Analyst Planner	32
Project Administrator	31
Planning Technician	28

<b><u>RESEARCH FAMILY</u></b>	<b><u>Grade</u></b>
Research Analyst	33
Senior Researcher	32
Researcher	31
Research Technician	28

<b><u>RISK MANAGEMENT FAMILY</u></b>	<b><u>Grade</u></b>
Industrial Hygienist	32
Lead Safety Specialist	32
Claims Representative	31
Safety Specialist	30

<b><u>SCIENTIST FAMILY</u></b>	<b><u>Grade</u></b>
Environmental Analyst	33
Principal Research Scientist	33
Principal Environmental Scientist	32
Senior Environmental Scientist	31
Environmental Scientist	30

<b><u>TECHNICIAN FAMILY</u></b>	<b><u>Grade</u></b>
Technical Specialist	30
Industrial Waste Technician II	29
Technician III	29
Industrial Waste Technician I	27
Technician II	27
Technician I	26
Laboratory Assistant	24

**APPENDIX C**  
**INTERCEPTOR SYSTEM**

**Section C.01 – Interceptor System Certification Pay and Requirements**

**Subd. 1. Certification Pay**

SA	\$.70/Hour	SC	\$.45/Hour
SB	\$.60/Hour	SD	\$.30/Hour

**Section C.02 – Interceptor System Move Up Pay**

In the event Interceptor System Employees who have successfully completed their initial probationary period are temporarily assigned to work in a higher-paid classification for four (4) or more consecutive hours, the following hourly pay premiums shall be paid in addition to the employee's regular rate for all hours worked in such classification:

Serviceworker I to Serviceworker II	\$.65 per hour
Serviceworker II to Lead Worker	\$1.00 per hour

**Section C.03 – Interceptor Serviceworker I/Seasonal**

The Interceptor Serviceworker I/Seasonal job classification has been established to staff a sewer maintenance crew during warm weather months. Employees in this classification shall be laid off in the fall season of the year and recalled in the spring season of the year. All terms and conditions of this Agreement apply except the layoff and recall provisions. Layoff at the end of the season will occur for this classification independent of any other layoff occurring within the bargaining unit and no bumping rights have been established for this classification.

**Section C.04 – Serviceworker I Promotion Eligibility**

Interceptor System Serviceworkers I shall be eligible for promotion to Interceptor System Serviceworker II upon attaining 3 years of service as an Interceptor Serviceworker I, satisfactory performance evaluations and a satisfactory interview. Such employees may be promoted (i.e., they may be reclassified without resort to the posting and application provisions of this Agreement) at the Employer's discretion.

**APPENDIX D**  
**FLSA EXEMPTIONS**

**(for information only)**

The federal Fair Labor Standards Act (FLSA) requires the Employer to pay an overtime rate of time-and-one half to qualified employees. The statute exempts certain types of employees from provisions of the act.

The Employer retains the right to make determinations in application of the FLSA. This determination is not a mandatory subject of collective bargaining and is not subject to Article 19 (Grievance Procedure). Disputes arising over the application of the FLSA may be referred to the Department of Labor. The employer determinations will be provided for informational purposes only and may be altered as a result of, but not limited to: correction of errors, newly created jobs, changes in job duties or modifications of the statute.



## Index

absence without leave	20	email	3
absence, emergency	6	emergency, notification of absence	6
absence, notification of	6, 18	employee development	5, 29
ADA	28, 29	employee lists, provision of	3
advisory mediation	24	employee recognition	30
annual leave, accrual of	16, 17	employer authority	2
annual leave, approval of	17	employer rights	2
annual leave, conversion from sick leave	18	exclusive representative	2
annual leave, conversion from vacation	18	exempt employees, excessive work	8, 9
annual leave, conversion to deferred comp	18	exempt employees, schedules	9
annual leave, credit for at hiring	16, 17	Fair Labor Standards Act	7, 8, 43
annual leave, during paid holidays	17	Fair Share	3
annual leave, emergency absence	17	Family and Medical Leave Act (FMLA)	20, 23
annual leave, grandparented cap	17	filling vacant positions	11, 12
annual leave, maximum accrual	17	fitness for duty	3, 9, 10
annual leave, part-time employees	7	flex spending accounts	22
annual leave, pay upon separation	17	floating holidays	15
annual leave, requesting	17	full-time employees	7
annual leave, unauthorized use	18	general increase	13
appeal	21, 24, 29	grievance	21, 23, 24, 25, 31
appropriate unit	2	grievance, filing requirement	21, 25
appropriate unit amendments	2	grievance, layoff	25
arbitration	24, 25	grievance, waiver of	25
benefits, eligibility for	7, 23	grievance, work assignments	2
benefits, part-time employees	7	holiday pay, eligibility for	16
bulletin boards	3	holiday pay, normal work schedules	15
bumping rights	26	holiday pay, optional work schedules	16
Bureau of Mediation Services	1, 2, 24, 33	holidays, paid	15
bus pass and light rail access	29	holidays, religious	16
Business Representative	1, 3	hours of work	5, 6
call back pay, exempt	8	insurance, dental	22
call back pay, non-exempt	8	insurance, health	10, 21, 22
comp time, accumulation of	8, 9	insurance, life	21, 22
compensatory time	8	insurance, long-term disability	21, 22
competitive government	5	interceptor system, certification pay	42
consultants, utilization of	5	interceptor system, move up pay	42
contract term	30	interceptor system, promotion eligibility	42
cross training	5	interceptor, seasonal jobs	42
deferred compensation	13, 18	intern	4
discharge	21	internal resources, consideration of	5, 11, 12
discharge, notice to union	21	investigatory interview	20, 33
disciplinary action, on-call pay	14	job classification, notification of new	12
discipline	10, 20, 21	job classifications, modification of	11
discipline, forms of	20	job families listed	38
discretion of the Employer	17, 19, 20, 25, 42	just cause	10, 20
dispute resolution procedure	24	Labor-Management Committee	33
docks in pay, voluntary	19	layoff notice	26
drug and alcohol testing	10, 11	layoff, bumping rights	25, 26
due process	21	layoff, emergency	26
dues	3	layoff, recall from	26
duration, temporary employees	4	leave of absence	19
electronic communication	3	leave, administrative	19

leave, bereavement	20	recall, salary upon	27
leave, bone marrow donation	19	reduction in work force	25
leave, election	19	regular employees	5
leave, FMLA	20	relocation	6
leave, unauthorized	20	re-opener	32
leave, union	16, 20	rest periods	6
leave, unpaid - other	20	retiree health insurance	27
leave, unpaid military	19	retirement cake	28
letters of agreement	32	rideshare	29
Local 839 employees	7	safe and healthy work environment	9, 10
long term care	32	Safety Committee	9
managed competition	32	safety sensitive positions	10, 11
meal periods	7	salary range increases	13
medical evaluation	9, 10	savings clause	29
meet and confer, reasonable accommodation	29	seniority, definition of	23
meet and confer, drugs and alcohol	10	seniority, not earned	23
meet and confer, job classification	11	seniority, retroactive	4
meet and confer, long term care	32	seniority, temporary employees	4
meet and confer, managed competition	32	seniority, ties in	26
meet and confer, new job class	12	seniority, transferees	23
meet and confer, recall qualifications	12	Shift Differential	14
meet and confer, salary adjustments	15	shift schedules	6
meet and confer, short-term temps	5	signature page	44
membership in the Union	3, 24	Stand-by pay	14
Metering and Alarm System Employees	14	Steward, representation by	10
on call, best efforts	14	stewards	2, 3, 10
on-call pay	8, 14	subcontract, right to	2
optional work schedules	6, 16	supplemental sick leave	18
Out-of-Class Pay	13	supplemental sick, accrual of	18
overtime for optional work schedules	8	supplemental sick, reoccurrence of illness	18
overtime, Metering & Alarm	14	supplemental sick, verification of	18
overtime, non-shift employees	14, 15	temporary employee, definition of	4
overtime, prior authorization of	7	temporary employees	4
pager	14	temporary employees, order of layoff	25
paid leave, court/jury duty	19	temporary employees, reports	5
paid leave, military	19	temporary positions, training requirements	5
part-time employees	7, 15, 16	temporary, agency	4
Pay Equity Act	30	temporary, Council	4
pay grade	11, 35	temporary, grant	4
payroll period	5	temporary, hiring long-term	5
pension contribution	27	temporary, intern	4
performance review, appeal of	13	termination of employment	5, 25, 28
performance reviews	13	training	5, 9, 10, 11, 12, 19, 29, 32
personnel file, access to	21	tuition reimbursement	29
posting, job	11, 12	union business	3
President	3	union business, pay for	16, 20, 33
probationary period	3, 4, 42	union officers' rights	2, 3
probationary period, relationship to bumping rights	26	union time	2, 3
procedure, drug and alcohol	10, 11	voting, time off for	19
promotion, salary increase for	13	work assignments	2
promotions	13, 32	work environment	9, 10, 23
reasonable accommodation	28, 29	work location	6
reasonable suspicion	10	work rules	2
recall rights	5, 12, 26	workday, scheduling of	5
recall, restoration of supplemental sick benefits	18	working at home	9

