

AFSCME  
Council 5

# Labor Agreement between the Metropolitan Council and American Federation of State, County, Municipal Employees

Local Union No. 668 A.F.L. – C.I.O.

For the Period January 1, 2021 through December 31, 2023



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## 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**

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:

#### **A. Labor-Management Committee**

- i. The parties will form a Labor-Management Committee (LMC) consisting of ten members. The LMC shall consist of five members selected by the Employer, and five members selected by the Union. The Labor-Management Committee will make recommendations for Labor-Management subcommittees 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.
  - ii. The LMC shall determine its meeting schedule and meet during regular business hours.
  - iii. The LMC shall meet and confer on issues affecting relations between employees and the Employer, as requested by either party.
  - iv. The parties will use consensus decision-making as a model in the LMC and all sub-committees.
  - v. The LMC will address issues related to improvements in processes and procedures, which affect the quality and cost of services to the public.
  - vi. The parties will meet with the Bureau of Mediation Services (BMS) for assistance in forming subcommittees as needed.
- B.** 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.
- C.** 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.
- D.** The parties are committed to the interest-based process for problem solving.
- E.** As part of the negotiations of the 2016-2017 contract, the parties have agreed to commit to the Labor-Management Partnership process included in Section 1.01 of the collective bargaining agreement. The parties will discuss issues of mutual interest, including the issue of workplace civility to address and prevent bullying.

## **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 (Minnesota Statutes Chapter 179A), 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 exclusive 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 Fee Payers** – In accordance with applicable Minnesota statutes, the Employer, upon notification by the Union, shall deduct Fair Share Fee Payers 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 field 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 provided to the Union 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 regular 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. Any absence in excess of a total of ten (10) consecutive working days shall be added to the duration of the probationary period. An employee may be terminated at the sole discretion of the Employer at any time during the employee's probationary period. An employee terminated during the probationary period shall receive a written notice of termination. This section does not apply to employees who are new to the bargaining unit as a result of a change in bargaining unit designation (i.e., Non-Representative to AFSCME in the same job class).

### **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 Minnesota Statutes, Section 179A.03, subdivision 14(f) and is subject to the provisions of Sections 6.03 and 6.04. 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 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 Employer 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 mutually agree to commit 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**

**Subd. 1. Long-Term Temporaries (more than 90 workdays)** – If the Employer 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 this Agreement.

**Subd. 2. Short-Term Temporaries (90 workdays or less)** – If the Employer 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 Employer recognizes the continuous nature of its 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 generally 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 their immediate supervisor.
- ii. Provide for regular hours of work generally 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 days a week, or extended hours of operation. Scheduled shifts are not considered optional work schedules as defined in Section 7.01, subdivision 3.

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

Employees who are unable to report for a scheduled workday have a personal responsibility to notify their Employer-designated representative of such absence no later than 30 minutes after the beginning of the scheduled work day, except in the event of an emergency that 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 30 to 60-minute unpaid meal period during a normal workday as established by the Employer at each work location.

**Subd. 3. Prior Approval** – It is the intention of both the Union and the Employer that employees take their breaks and rest periods; however, with prior management approval, meals and rest periods may *occasionally* be combined to change the start or end of a work day.

### **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 frozen 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 (FLSA) 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 workday 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 workweek; 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 workweek will be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate.

**Subd. 3. Sixth Day and Seventh Day Overtime Pay** – Beginning with the first day of the pay period following approval of the 2016-2017 contract by the Metropolitan Council:

- i. An employee's regularly-scheduled workweek begins on the first day they are scheduled to work in a seven-day workweek.
- ii. Employees working beyond the fifth (5<sup>th</sup>) day of their scheduled workweek shall be compensated as follows:
  - a. Sixth day: one-and-one-half (1-1/2) times the employee's hourly rate, for a minimum of four (4) hours
  - b. Seventh day: two (2) times the employee's hourly rate, for a minimum of four (4) hours.

**Subd. 4. 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 eighty (80) hours of compensatory time and shall be permitted to use accumulated hours with the advance approval of their supervisors.

**Subd. 5. 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 workday shall complete the normal workday 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<sup>th</sup>) consecutive workday.

**Subd. 2. Exempt Employees** – 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 straight pay. Employees called back four (4) hours or less prior to their scheduled workday shall complete the normal workday 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:

- A. 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 or General Manager or their designee.
- B. 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 (Overtime). Exempt employees who are specifically directed to work in excess of eight hours in any one normal workday will be compensated at straight time for all hours worked beyond eight (8) hours, or at the Employer's option receive compensatory time off.
- C. 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.
- D. Exempt employees may accumulate up to eighty (80) 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 under Section 9.03 (Call-Back Minimum), the employee will be paid a minimum of one hour in accordance with Section 9.02 (subd. 5) of this 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 this 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**

The Employer will give employees 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 the work safety of 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 their duties. When the Employer requires an evaluation or report from a medical provider (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. If the evaluation finds that the employee is fully fit to perform their duties and responsibilities, compensate the employee at their base pay rate for the regularly-scheduled work time during which the employee is unable to work due to obtaining the evaluation.

### **Section 10.06 – Fitness for Duty Policy**

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

- A. A statement of and commitment to a drug and alcohol-free workplace to ensure the safety and health of our employees.
- B. Definition of Fitness for Duty (i.e., reasonable suspicion).
- C. Assurances of training for supervisors and stewards.
- D. A statement of fairness and assurances that testing will not be used in an arbitrary or capricious manner.



- E. Discipline will be for just cause only.
- F. Reliability of drug and alcohol testing procedures.
- G. When possible, reasonable suspicion will be verified by another manager and, if available, a Union Steward will be brought in to represent the employee.
- H. A statement of availability of the Employee Assistance provider.
- I. Assurances that all employees are held to the same standards for a drug and alcohol-free workplace.
- J. Union and Employer did meet and confer before the final policy was instituted.
- K. 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 Statutes section 181.950, subdivision 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 the period for follow-up testing, as determined by the Substance Abuse Professional, has lapsed.

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 1 and 2

Interceptor Service Worker 1 and 2

Interceptor System Lead-worker

Inventory Technician

Materials Specialist Leadworker

The Employer will provide awareness training 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 commercial driver’s license (CDL) or non-CDL pools 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, a statement of minimum hiring requirements, and the Fair Labor Standards Act (FLSA) designation. 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 including changes to the FLSA designation. 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 a different pay range as per the Employer's job evaluation system and will 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 one hundred eighty (180) 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 seven (7) working days. Applicants applying during the seven (7) day posting period will be added to the list if they successfully complete all components of the assessment and/or examination process.

The employer may establish a pool of qualified candidates to fill vacancies in the same job classification occurring during a posted time period. When a vacant position occurs during this time period the Employer will post the position within the bargaining unit for five (5) working days. Applicants applying during the five (5) day posting will be added to the pool 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 provide written acknowledgement to those employees who have applied 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 acknowledgement shall advise the applicants whether or not they are being considered and, if appropriate, advise them as to the status of their 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 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.

**Subd. 3. Recall Rights** – 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 they do 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.4. Notification to Union** –

i. New Job Classification

The Employer will provide notice to the Union seven (7) working days prior to the posting of any new job classification covered by this Agreement. Such notice shall include the following, if available: a class specification, a posting, and the FLSA designation. 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.

ii. Assignment to a Different Pay Range

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, are included in Appendices A1 through A2 of this Agreement.

### **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 the Council's established due date. Employees denied a salary increase due to the rating on their evaluation may appeal to the Director of Human Resources (or

designee) within 21 calendar days from receiving the review. Performance Evaluations are not subject to the grievance procedure.

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

**Subd. 1. 2021 General Adjustment** – Effective on the first day of the pay period immediately following January 1, 2021 (January 9, 2021), employees covered by this Agreement shall receive a two percent (2%) general increase.

Effective on the first day of the pay period immediately following January 1, 2021 (January 9, 2021), all amounts on the Pay Grid will be increased by two percent (2%) as shown in Appendix A1.

**Subd. 2. 2022 General Adjustment** – Effective on the first day of the pay period immediately following January 1, 2022 (January 8, 2022), employees covered by this Agreement shall receive a two percent (2%) general increase.

Effective on the first day of the pay period immediately following January 1, 2022 (January 8, 2022), all amounts on the Pay Grid will be increased by two percent (2%) as shown in Appendix A2.

**Subd. 3. 2023 General Adjustment** – Effective on the first day of the pay period immediately following January 1, 2023 (January 7, 2023), employees covered by this Agreement shall receive a two and one-half percent (2.5%) general increase.

Effective on the first day of the pay period immediately following January 1, 2023 (January 7, 2023), all amounts on the Pay Grid will be increased by two and one-half percent (2.5%) as shown in Appendix A3.

### **Section 12.04 – Step Movement**

**Subd. 1. 2021 Step Movement** – Effective on the first day of the pay period immediately following January 1, 2021 (January 9, 2021), employees who were placed on salary Step 1 through Step 8 will be eligible to move up one step in their pay grade. To receive this adjustment, the employee must have received a performance rating of “achieves expectations” or better on their 2020 performance appraisal.

**Subd. 2. 2022 Step Movement** – Effective on the first day of the pay period immediately following January 1, 2022 (January 8, 2022) employees who were placed on salary Step 1 through Step 8 will be eligible to move up one step in their pay grade. To receive this adjustment, the employee must have received a performance rating of “achieves expectations” or better on their 2021 performance appraisal.

**Subd. 3. 2023 Step Movement** – Effective on the first day of the pay period immediately following January 1, 2023 (January 7, 2023), employees who were placed on salary Step 1 through Step 8 will be eligible to move up one step in their pay grade. To receive this adjustment, the employee must have received a performance rating of “achieves expectations” or better on their 2022 performance appraisal.

### **Section 12.05 – Compensation for Employees Between Step 9 and the Range Maximum**

**Subd. 1. 2021 Performance Increases** – Effective on the first day of the pay period immediately following January 1, 2021 (January 9, 2021), employees at Step 9 to the Range Maximum (the “Performance Range”) will be eligible for a performance increase. To receive a performance

increase, the employee must have received a performance rating of “achieves expectations” or better on their 2020 performance appraisal. The amount of funds available for performance increases for those employees in the Performance Range will be equal to one and one-half percent (1.5%) of the annual salaries of all employees in the bargaining unit in the Performance Range. The Metropolitan Council is committed to awarding performance increases in the total amount of the funds available for such increases. The performance increase shall be applied to the employee’s base salary provided that if the increase places the employee at the Range Maximum, any amount over the Range Maximum will be paid in a lump sum payment.

**Subd. 2. 2022 Performance Increases** – Effective on the first day of the pay period immediately following January 1, 2022 (January 8, 2022), employees at Step 9 to the Range Maximum (the “Performance Range”) will be eligible for a performance increase. To receive a performance increase, the employee must have received a performance rating of “achieves expectations” or better on their 2021 performance appraisal. The amount of funds available for performance increases for those employees in the Performance Range will be equal to one and one-half percent (1.5%) of the annual salaries of all employees in the bargaining unit in the Performance Range. The Metropolitan Council is committed to awarding performance increases in the total amount of the funds available. The performance increase shall be applied to the employee’s base salary provided that if the increase places the employee at the Range Maximum, any amount over the Range Maximum will be paid in a lump sum payment.

**Subd. 3. 2023 Performance Increases** – Effective on the first day of the pay period immediately following January 1, 2023 (January 7, 2023), employees at Step 9 to the Range Maximum (the “Performance Range”) will be eligible for a performance increase. To receive a performance increase, the employee must have received a performance rating of “achieves expectations” or better on their 2022 performance appraisal. The amount of funds available for performance increases for those employees in the Performance Range will be equal to one and one-half percent (1.5%) of the annual salaries of all employees in the bargaining unit in the Performance Range. The Metropolitan Council is committed to awarding performance increases in the total amount of the funds available. The performance increase shall be applied to the employee’s base salary provided that if the increase places the employee at the Range Maximum, any amount over the Range Maximum will be paid in a lump sum payment.

### **Section 12.06 – 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 shall 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 Section 12.11 - Other Adjustments.

### **Section 12.07 – Pay Upon Promotion**

All employees promoted or reclassified to a job classification in a higher salary pay grade shall be placed on a new step in the new range that will result in an increase of no less than seven percent (7%) and no more than ten percent (10%) of their current salary or the minimum of the new range, whichever is

greater, prior to promotion. Employees who are or will be in the Performance Range after promotion shall receive an increase of no less than seven percent (7%) and no more than ten percent (10%) of their current salary prior to promotion. Any or all portions of an increase exceeding the Performance Range maximum shall be paid in a lump sum. Nothing in this Section precludes the Employer from awarding additional compensation in accordance with Section 12.11 (Other Adjustments).

### **Section 12.08 – Step Movement for Employees Promoted or Hired into the Unit after July 1<sup>st</sup>**

Employees promoted or hired into the unit between July 1<sup>st</sup> and December 31<sup>st</sup> shall be eligible for a step increase effective on the first day of the pay period immediately following successful completion of their probationary period. Thereafter employees shall move through the step system in accordance with Section 12.04. To move up one step, the employee must have received a performance rating of “achieves expectations” or better on their performance appraisal for the prior year (or on the probationary review, if less than one year in the new position).

### **Section 12.09 – 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 at their regular rate for each day or fraction thereof for Monday through Friday and three (3) hours straight time at their regular rate for each day or fraction thereof on Saturday and Sunday. Employees who work a schedule other than Monday through Friday shall receive the three (3) hours straight time at their regular rate for their 6<sup>th</sup> and 7<sup>th</sup> day of on-call.

On-call pay is applied when a person is not at work and 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 themselves 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 Subdivision 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 Pay) 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 12.10 – 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. to 7:00 a.m. shall be paid a \$1.25 per hour shift premium in addition to the employee’s basic hourly wage rate.
- ii. The shift premium established by Subpart (i) above shall not be paid for annual leave, frozen supplemental sick leave, or holiday pay.

**Subd. 2. All Other Employees** – Employees who work between the hours of 6:00 p.m. and 6:00 a.m. shall receive a \$1.25 per hour premium for all such hours worked between 6:00 p.m. and 6:00 a.m. The overtime rate, if applicable, shall be computed on the employee’s base rate only.

**Section 12.11 – 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                                 |

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 – Holiday Observance on Day Off**

**Subd. 1. Employees Working a Traditional Workweek** – 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.

**Subd. 2. Employees Working a Non-Traditional Workweek** – When New Year’s Day, Independence Day, Veteran’s Day, or Christmas Day falls on the first regularly scheduled day off, the previous day shall be considered the designated holiday. When they fall on the second, third, or fourth scheduled day off, the following regular workday shall be considered the

designated holiday. In the event that adequate staffing cannot be maintained, the least-senior, qualified employee will be required to work the shift.

### **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:

- i. If the holiday occurs on an optional workday that is eight (8) hours, no adjustments shall be made.
- ii. If the holiday occurs on an optional work day workday 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.
- iii. 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 workday, 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 workday before and their first scheduled workday 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.

### **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 Employee of this Agreement.

| Service Requirement | Accrual Rate<br>Per Pay Period | Hours Per Year  |
|---------------------|--------------------------------|-----------------|
| 0 through 2 years   | 5 hours                        | Up to 130 hours |
| After 2 years       | 6 hours                        | 156 hours       |
| After 3 years       | 8 hours                        | 208 hours       |
| After 6 years       | 9 hours                        | 234 hours       |
| After 12 years      | 10 hours                       | 260 hours       |
| After 20 years      | 11 hours                       | 286 hours       |

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 of 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 30 minutes.

**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 workday 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 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 frozen 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 – 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 14.09 – Records**

The Employer shall maintain records for each employee's rate of annual leave accrual, amount of annual leave accumulated, and the amount of annual leave used.

### **ARTICLE 14A – INCOME PROTECTION PLAN (Salary Continuance)**

When an employee expects an absence due to illness or injury to extend beyond five (5) consecutive days, the employee may immediately request salary continuance under the Income Protection Plan and shall be

eligible for salary continuance following the first five (5) consecutive workdays of an absence. A written request shall be accompanied by a written medical statement verifying the disability and the expected length of the absence. The employee can use annual leave or frozen supplemental sick leave during the five (5) day waiting period. In the event an employee has exhausted all accumulated annual leave and, if available, all frozen supplemental sick leave prior to the beginning of long-term disability benefits as per Section 17.03, Subd. 1 – (Long-term Disability Insurance), the employee shall be eligible for salary continuance under the Income Protection Plan without being required to serve a waiting period.

Eligibility for Salary Continuance. Salary Continuation shall not be provided for any period of absence beginning prior to an employee’s successful completion of new hire probation. Salary Continuance benefits continue only for the period prescribed by the medical provider and will not exceed the number of days in the salary continuance schedule.

**Section 14A.01 – Conversion to Salary Continuance**

Upon approval of the 2014-2015 collective bargaining agreement all frozen supplemental sick leave balances will be frozen. Those employees who are on a frozen supplemental sick leave eligible absence at the time of conversion will have their remaining frozen supplemental sick leave balance frozen and will immediately become eligible for the full salary continuance benefit for which their years of service credit permits.

**Section 14A.02 – Schedule of Benefits**

Compensation under the Income Protection Plan shall be in accordance with the following schedule:

Following the first five consecutive workdays of an absence, salary continuance shall be in accordance with the following schedule:

**SALARY CONTINUATION SCHEDULE**

| <b>Years of Service Credit</b> | <b>Workdays at Full Salary</b> | <b>Workdays at 60% Salary</b> |
|--------------------------------|--------------------------------|-------------------------------|
| 0-5                            | 25 (200 hours)                 | 35 (280 hours)                |
| 6-10                           | 50 (400 hours)                 | 10 (80 hours)                 |
| 11+                            | 60 (480 hours)                 | 0                             |

**Section 14A.03 – Compensation Rate**

Salary continuance benefits shall be paid at the rate of pay the employee earned on the last workday before absence for disability. No change in pay rate shall be made while the employee is on salary continuance. An employee may use accumulated annual leave and/or frozen supplemental sick leave to supplement salary continuance benefits, but in no event may the total compensation paid exceed the employee’s regular base salary.

**Section 14.A04 – Benefits During Salary Continuance**

Except as provided for in Section 14.03 above, employees may not use any other paid time off benefit described elsewhere in this Agreement while on salary continuance. Annual leave accruals shall continue at the same rate as compensation under the Income Protection Plan is paid, i.e., at one hundred percent (100%) or sixty percent (60%) as the case may be. All insurance benefits (i.e., health, dental, life and long-term disability) provided for by this Agreement shall continue during salary continuance as if the employee was actively employed.

### **Section 14.A05 – Workers’ Compensation**

Employees shall not be eligible for salary continuance benefits while receiving lost time benefits under the provisions of the Minnesota Workers’ Compensation Act.

### **Section 14A.06 – Return to Work**

Salary continuation benefits shall terminate upon an employee’s return to active employment. A full-time employee may return to work on a part-time basis following disability based on the needs of the department. In such case, salary continuance benefits will continue to be paid in addition to salary for actual hours worked up to the scheduled benefit level. The period of disability together with such part-time salary continuance benefits shall not exceed sixty-five (65) workdays. If a disability reoccurs following an employee’s return to work of seven (7) or fewer consecutive or intermittent workdays, it shall be considered a continuation of the same disability. These salary continuance benefits shall continue to the end of the prescribed level prior to the employee’s eligibility for long-term disability insurance benefits.

### **Section 14A.07 – Frozen Supplemental Sick Leave Bank**

If an employee has a frozen supplemental sick leave bank, a request for salary continuance can include a request that hours in the bank be used to cover any or all of the first five workdays of illness or injury that extends into salary continuance.

## **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. Types of leave include (but are not limited to) those listed in Sections 15.02 and 15.03.

### **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 on election day in accordance with Minnesota Statutes 204C-04. 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.
  
- F. **Paid Parental Leave.** Employees are determined to be eligible for PPL if they meet the eligibility requirements for Family Medical Leave Act (FMLA) for the qualifying events of birth, adoption, or parental adjudication of a child in the employee's house. Eligible employees will receive up to forty (40) hours of regular pay per consecutive week, for a maximum of six (6) consecutive weeks, paid at an eligible employee's regular rate of pay. At the discretion of the Division or Department, employees may be allowed intermittent or reduced schedule use of leave. Employees who work between twenty (20) and forty (40) hours per week shall be eligible for a pro-rated benefit.

PPL became effective on November 1, 2018. Use of PPL must occur within six (6) months of the qualifying event and will run concurrent to any other applicable unpaid leave to which the employee may be entitled. If an employee is eligible for both salary continuance and PPL as the result of a birth, the employee will earn wages and benefits under the policy that offers the greatest benefit. An employee may not earn wages and benefits that exceeds their normally-scheduled rate of pay and benefits. Any unused leave cannot be carried-over or cashed-out. The Metropolitan Council's Paid Parental Procedure outlines the purpose, procedures, definitions, roles, and responsibilities.

### **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 FMLA. Employees shall not be required to reduce their annual leave accruals below forty (40) hours while on leave of absence in accordance with FMLA. 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 179A.07, subdivision 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, niece, nephew, aunt, uncle, 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**

- A. 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
- B. 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. The employee and the Union will receive a copy of such reprimands and/or notices.
- C. 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.
- D. 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) for the discharge, 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 them, and to present their 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 in Article 19 (Grievance Procedure), 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. The parties agree to meet and confer in the event that provisions or regulations of the Affordable Care Act conflict with the current Metropolitan Council insurance program.

**Subd. 1. 2021 Employee Contributions for Full-Time Employees –**

| 2021 Plan              | Distinctions III<br>Single | Distinctions III<br>Family | HRA<br>Single | HRA<br>Family |
|------------------------|----------------------------|----------------------------|---------------|---------------|
| Employee Contributions | \$53.00                    | \$406.00                   | \$23.00       | \$275.00      |

**Subd. 3. Employee Contributions for Full-Time Employees in years after 2017 –**

In each year after 2017, the amount of the employee contribution shall be determined by the change in total premium amount, if any:

- A. Premiums increase. In any year each year following 2017 in which the total premium for amount of the medical premiums increases from the prior year, the employee contribution for that insurance plan shall be determined by increasing the percentage of the employee contribution by 0.5% each year until the employee’s contribution reaches 10% of the total single premium and 20% of the total family premium for all medical insurance plans. The employee contribution shall be stated as a dollar amount and shall be rounded up to the nearest whole dollar.
- B. Premiums do not increase. In any year in which there is no increase in the total premium over the prior year, the employee contribution, stated as a dollar amount, shall remain unchanged.
- C. Premiums decrease. In any year in which there is a decrease in the total premium over the prior year, the employee contribution, stated as a dollar amount, shall remain unchanged.

### 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). 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 \$350,000. 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. Supplemental Group Universal Life** – The Employer will make available a 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.

#### **Subd. 1. 2021 Employer and Employee Contributions for Full-Time Employees –**

| 2021 Plan              | Single | Family  |
|------------------------|--------|---------|
| Employee Contributions | \$3.00 | \$20.00 |

#### **Subd. 2. Employee Contributions for Full-Time Employees in years after 2017 –**

In each year following 2017 in which the total premium for dental premiums increases from the prior year, the employee contribution for that insurance plan shall be determined by increasing the employee contribution by 0.5% until the employee’s contribution reaches 10% of the total



single premium and 20% of the total family premium for all dental insurance plans. The employee contribution shall be stated as a dollar amount, and shall be rounded up to the nearest whole dollar. In any year in which there is no increase, the employee contribution, stated as a dollar amount, shall remain unchanged. In any year in which there is a decrease in premium over the prior year, the employee contribution, stated as a dollar amount, shall remain unchanged.

#### **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 [Regular Part-Time Employees]) 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 FMLA, 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:

- A. **Employer Seniority Defined** – The total length of continuous service with the Employer.
- B. **Job Classification Seniority Defined** – The total length of continuous service in a job classification.
- C. **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, subdivision 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**

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 1** - 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 Labor Relations. Within fourteen (14) calendar days, a meeting will be held among the appropriate Employer-designated representative, the Union Representative and/or the employee 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 2** - If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to Labor Relations within fourteen (14) calendar days from the Step 1 answer. Within fourteen (14) calendar days a meeting will be held among the appropriate Employer-designated representative, the Labor Relations Specialist 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.

If the resolution is not reached at Step 2, the parties may mutually agree to utilize the BMS mediation process and/or request an advisory mediation step prior to Step 3, Arbitration. A grievance unresolved in Step 2 may be appealed to mediation or Step 3 within fourteen (14) calendar days following the Employer-designated representative determination. Such appeal shall be presented to the appropriate Labor Relations Specialist in writing. The cost of mediation sessions shall be borne equally by the Union and the Employer as outlined in Section 19.06 (Arbitrator and Mediator Authority).

**Step 3** - A grievance unresolved in Step 2 and appealed to Step 3 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.

**Election of Remedies** - If by law an appeal procedure, other than the grievance procedure contained in this Agreement, is available for resolution of a dispute arising from any provision covered by this Agreement and the employee pursues the dispute through such appeal, no appeal to arbitration may proceed. However, with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission of Minn. Stat. SS363.01-20, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

#### **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 second 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 subsection iii 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 (30) 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 their 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, Subdivisions 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 (Compensation).
- 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 they meet 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, subdivision 1(i).

### **Section 21.03 – Retiree Life Optional Insurance**

The Employer shall provide an optional benefit of \$5,000 in Retiree Life insurance for eligible employees who meet the following eligibility requirements:

- Voluntarily separate at age sixty-five (65) and who have at least ten (10) years of continuous employment; or
- Voluntarily separate prior to age sixty-five (65), are eligible for an immediate Minnesota State Retirement System (MSRS) annuity and have at least twenty (20) years of continuous employment.

- The retiree life optional benefit is not available in cases of discharge.

Retirees electing this coverage shall pay the full premium. Only employees retiring on or after August 1, 2012, are eligible for this optional benefit.

#### **Section 21.04 – Retirement Celebration**

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 food and refreshments for a workplace reception and time allowed during the normal lunch period for presentation of award and recognition of service (not to exceed \$100).

#### **Section 21.05 – Health Care Savings Plan**

50% of the employer's Federal Insurance Contribution Act (FICA) savings will be contributed to the member's Health Care Savings Plan (HCSP) account.

Annual leave conversion to HCSP based on years of service:

**Subd. 1.** – 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.

**Subd. 2.** – 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.

**Subd. 3.** – After the completion of 20 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.

**Subd. 4.** – Employees who are involuntarily terminated are ineligible for annual leave conversion to the Health Care Savings Plan.

**Subd. 5.** – Employees will contribute pre-tax dollars equivalent to 1% of bi-weekly gross pay to their HCSP.

### **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 sightseeing 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 [197], 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 (Minnesota Statutes 471.992) by the Commissioner, Minnesota Management & Budget, 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, 2021 and shall remain in effect through December 31, 2023 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 (Duration) 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**

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 ensure that the best candidate is chosen for promotion.

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 is made available to assist the employee in the promotional process, not to defend or justify promotional decisions to the employee.

### **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 Minnesota Statutes Chapter 179A, and

Whereas, the Union and Employer are currently parties to a collective bargaining agreement, 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.
3. The Employer shall notify the union of AFSCME PRO appointments and/or renewal of appointments.
4. The notification will include the duration of the appointment and a description of the basis of the assignment.

## **Electronic Recording of Investigations**

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 from Environmental Services will be paid for time spent during regular working hours.
- Two additional non-exempt employees from divisions other than Environmental Services 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**

The parties have 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.

## **Labor Management Committee on Human Resources**

Pursuant to the language in Section 1.01, the parties agree to establish a Labor Management Committee for the purpose of discussing issues relating to career development, promotions, and career ladders, fair and respectful workplace initiative, and other similarly related issues.

The Committee will be comprised of AFSCME appointed members and Human Resources representatives. Additional Council management shall participate as needed for issues that arise.

### **Union Representatives on Committees**

The parties agree that in those circumstances in which an employer-established committee provides for union representation in the committee membership, the union shall appoint or elect its representative to the committee. In the event the union is unable to provide such representation, the Employer shall ask for volunteers. Where there is more than one volunteer, the Employer retains the discretion to choose among the volunteers.

### **New Hire Orientation**

The local union will be provided fifteen (15) minutes during the regular New Employee Orientation (NEO) program to meet with attendees who are members of the bargaining unit. The Local union will inform Human Resources who their representative is at each NEO. On occasion an additional NEO class may be added and the Employer will reasonably attempt to notify the Local union when that occurs. Further, on occasion an NEO class will be cancelled and the Employer will reasonably attempt to notify the Local union of any such cancellation. In the event the NEO becomes an online program, the Employer will continue to provide an option for the Local union to meet new employees in person. If such a change occurs, the Employer will meet and confer with the Local union to discuss logistics.

### **Payroll Module**

The Employer is interested in exploring a modification to the PeopleSoft Human Resources Information System (HRIS) system that would simplify the dues/fee collection process. The Employer will make every possible effort to fit this into the 2016 HRIS work plan. However, there has not been an analysis conducted as to the scope of this effort or the time required to complete it. The Employer will meet with the Union periodically to discuss the status of this effort.

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

**01/01/2021 – 12/31/2023**

**Pay Grade A**

Administrative Specialist  
Laboratory Assistant

Metering/Alarm System Operator

**Pay Grade B**

Inventory Technician

**Pay Grade C**

Account Specialist  
Claims Administrator 1  
Construction Inspector Trainee  
Facilities Maintenance Technician  
GIS Technician  
Interceptor Service Worker 1

Interceptor Service Worker 1 - CDL  
Payroll Specialist  
Senior Admin Specialist  
Senior Lab Assistant  
Technician 2

**Pay Grade D**

Customer Service Specialist  
Document Management Technician  
Interceptor Service Worker 2  
Interceptor Service Worker 2 - CDL

Materials Specialist Leadworker  
Principal Administrative Specialist  
Senior Facilities Maintenance Technician  
Senior Metering & Alarm System Operator

**Pay Grade E**

Associate Community Outreach Coordinator  
Associate Outreach Coordinator  
Associate Planner  
Benefits Administrator  
Construction Inspector  
Document Management Specialist  
Drafter 3  
GIS Specialist 1

Lab Analyst 1  
Metering & Alarm System Leadworker  
Program Technical Specialist  
Senior Account Specialist  
Senior Customer Service Specialist  
Senior Payroll Specialist  
Surveyor  
Systems Hardware Tech 3

HRA Specialist  
Human Resources Assistant  
Industrial Automation Trainee  
Industrial Waste Technician

Technical Support Specialist 1  
Technical Writer 1  
Technician 3

**Pay Grade F**

Accountant  
Administrative Coordinator  
Applications Developer 1  
Associate Data Scientist  
Associate Engineer  
Associate Project Manager  
Associate Purchasing Agent  
Associate Real Estate Specialist  
Auditor 1  
Business Analyst 1  
Business Systems Analyst 1  
Communications Specialist  
Community Relations Specialist  
Data Analyst  
E-Learning Specialist  
Environmental Scientist  
EO Consultant 1  
Fitness and Health Specialist

HR Program Coordinator  
HRA Coordinator 1  
HRA Inspector  
Industrial Automation Technician  
Information Specialist  
Interceptor System Leadworker  
Interceptor System Leadworker – CDL  
Interceptor System Technician  
Lab Analyst 2  
Occupational Health Technician  
Senior Industrial Waste Technician  
Safety Specialist  
Sewer Availability Charge Technician  
Talent Acquisition Specialist 1  
Technical Support Specialist 2  
Technical Writer 2  
Workforce Development Coordinator

**Pay Grade G**

ADA Paratransit Evaluator  
Applications Developer 2  
Auditor 2  
Bus Safety Specialist  
Business Analyst 2  
Business Systems Analyst 2  
Computer Systems Specialist  
Contract Administrator  
Data Scientist  
Document Management Coordinator

P-Card Administrator  
Planner  
Principal Industrial Waste Technician  
Program Coordinator  
Project Administrator  
Project Coordinator  
Purchasing Agent  
QA Coordinator 1  
Researcher  
Senior Accountant

Engineer  
EO Consultant 2  
GIS Specialist 2  
HRA Coordinator 2  
Industrial Automation Specialist  
Industrial Waste Technical Coordinator  
Instructional Designer  
Lab Analyst 3  
Lab Technical Coordinator 1  
Liability Claims Representative 2  
Outreach Coordinator

Senior Communications Specialist  
Senior Environmental Scientist  
Senior HRA Inspector  
Senior Information Specialist  
Senior Safety Specialist  
Systems Engineer 1  
Technical Support Specialist 3  
Title Specialist  
Training Specialist  
Workers Comp Claims Representative 2

**Pay Grade H**

Applications Developer 3  
Auditor in Charge  
Business Analyst 3  
Business Systems Analyst 3  
Database Administrator 1  
EO Consultant 3  
Financial Analyst  
GIS Specialist 3  
GIS Systems Administrator 1  
Grants Coordinator  
Industrial Hygienist  
Lab Technical Coordinator 2  
Liability Claims Representative 3  
Library & Info Resources Coordinator  
Occupational Health Specialist  
Occupational Safety Specialist  
Principal Communications Specialist  
Principal Environmental Scientist

QA Coordinator 2  
Real Estate Appraiser  
Real Estate Specialist  
Registered Land Surveyor  
Senior Data Scientist  
Senior Engineer  
Senior Information Coordinator  
Senior Outreach Coordinator  
Senior Planner  
Senior Program Coordinator  
Senior Project Administrator  
Senior Project Coordinator  
Senior Researcher  
Systems Engineer 2  
Talent Acquisition Specialist 2  
Technical Support Specialist 4  
Web Specialist  
Workers Comp Claims Representative 3

**Pay Grade I**

Applications Developer 4  
Business Systems Analyst 4  
Database Administrator 2

Principal Engineer  
Principal Financial Analyst  
Principal Industrial Automation Specialist



ECM Architect  
Environmental Analyst  
GIS System Administrator 2  
IWPP Compliance Officer  
LOD Consultant  
Metro GIS Coordinator  
PeopleSoft Administrator 1  
Planning Analyst  
Principal Contract Admin  
Principal Data Scientist

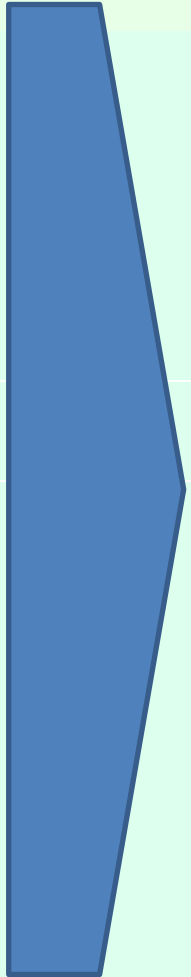
Principal Project Administrator  
Principal Research Scientist  
Principal Researcher  
Program Manager, Vendor Management  
Project Manager  
Project Manager, Information Services  
Project Manager, Special Projects  
Senior Computer Systems Specialist  
Systems Engineer 3  
TAB Coordinator

**Pay Grade J**

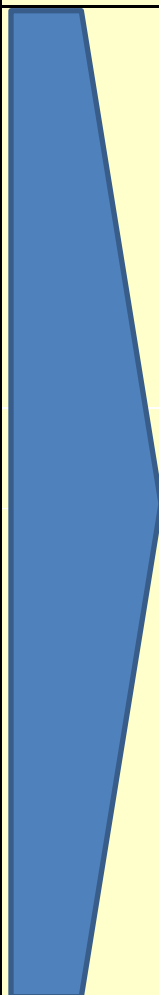
Contracts Negotiator  
Program Manager, Procurement

Project Manager, Technical Services  
Systems Engineer 4

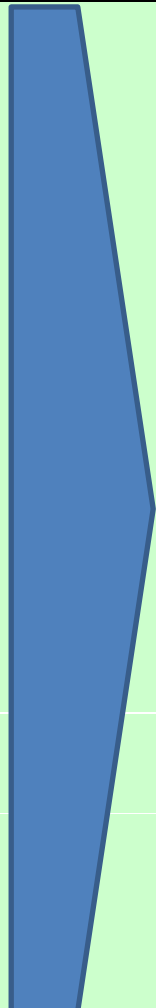
**APPENDIX A1 – 2021 COMPENSATION STRUCTURE**

| <b>AFSCME 2021 Wage Structure</b> |                  |               |               |               |               |               |               | <b>2.0% Increase</b>   | <b>Effective 1-9-21</b> |
|-----------------------------------|------------------|---------------|---------------|---------------|---------------|---------------|---------------|--|-------------------------|
| <b>Grade</b>                      | <b>Pay Cycle</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> | <b>Step 8</b> | <b>Step 9</b> | <b>Performance Zone</b>  | <b>Range Maximum</b>    |
| A                                 | HR               | \$ 21.24      | \$ 21.79      | \$ 22.34      | \$ 22.91      | \$ 23.49      | \$ 24.10      |  | \$ 32.06                |
|                                   | YR               | \$ 44,179     | \$ 45,323     | \$ 46,467     | \$ 47,653     | \$ 48,859     | \$ 50,128     |  | \$ 66,685               |
| B                                 | HR               | \$ 22.84      | \$ 23.42      | \$ 24.01      | \$ 24.63      | \$ 25.29      | \$ 25.93      |  | \$ 34.49                |
|                                   | YR               | \$ 47,507     | \$ 48,714     | \$ 49,941     | \$ 51,230     | \$ 52,603     | \$ 53,934     |  | \$ 71,739               |
| C                                 | HR               | \$ 24.55      | \$ 25.18      | \$ 25.85      | \$ 26.50      | \$ 27.16      | \$ 27.89      |  | \$ 37.09                |
|                                   | YR               | \$ 51,064     | \$ 52,374     | \$ 53,768     | \$ 55,120     | \$ 56,493     | \$ 58,011     |  | \$ 77,147               |
| D                                 | HR               | \$ 26.41      | \$ 27.08      | \$ 27.76      | \$ 28.50      | \$ 29.21      | \$ 29.97      |  | \$ 39.86                |
|                                   | YR               | \$ 54,933     | \$ 56,326     | \$ 57,741     | \$ 59,280     | \$ 60,757     | \$ 62,338     |  | \$ 82,909               |
| E                                 | HR               | \$ 28.40      | \$ 29.12      | \$ 29.86      | \$ 30.64      | \$ 31.42      | \$ 32.23      |  | \$ 42.87                |
|                                   | YR               | \$ 59,072     | \$ 60,570     | \$ 62,109     | \$ 63,731     | \$ 65,354     | \$ 67,038     |  | \$ 89,170               |
| F                                 | HR               | \$ 30.70      | \$ 31.48      | \$ 32.29      | \$ 33.12      | \$ 33.97      | \$ 34.83      |  | \$ 46.33                |
|                                   | YR               | \$ 63,856     | \$ 65,478     | \$ 67,163     | \$ 68,890     | \$ 70,658     | \$ 72,446     |  | \$ 96,366               |
| G                                 | HR               | \$ 33.19      | \$ 34.03      | \$ 34.91      | \$ 35.80      | \$ 36.72      | \$ 37.66      |  | \$ 50.08                |
|                                   | YR               | \$ 69,035     | \$ 70,782     | \$ 72,613     | \$ 74,464     | \$ 76,378     | \$ 78,333     |  | \$ 104,166              |
| H                                 | HR               | \$ 35.87      | \$ 36.79      | \$ 37.74      | \$ 38.71      | \$ 39.69      | \$ 40.71      |  | \$ 54.14                |
|                                   | YR               | \$ 74,610     | \$ 76,523     | \$ 78,499     | \$ 80,517     | \$ 82,555     | \$ 84,677     |  | \$ 112,611              |
| I                                 | HR               | \$ 38.79      | \$ 39.78      | \$ 40.79      | \$ 41.84      | \$ 42.92      | \$ 44.01      | \$ 58.54   |                         |
|                                   | YR               | \$ 80,683     | \$ 82,742     | \$ 84,843     | \$ 87,027     | \$ 89,274     | \$ 91,541     | \$ 121,763   |                         |
| J                                 | HR               | \$ 40.91      | \$ 41.95      | \$ 43.03      | \$ 44.14      | \$ 45.26      | \$ 46.41      | \$ 61.73   |                         |
|                                   | YR               | \$ 85,093     | \$ 87,256     | \$ 89,502     | \$ 91,811     | \$ 94,141     | \$ 96,533     | \$ 128,398   |                         |

**APPENDIX A2 – 2022 COMPENSATION STRUCTURE**

| <b>AFSCME 2022 Wage Structure</b> |           |           |           |           |           |           |           | 2.0% Increase  | Effective 1-8-22 |
|-----------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|--|------------------|
| Grade                             | Pay Cycle | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Performance Zone   | Range Maximum    |
| A                                 | HR        | \$ 21.66  | \$ 22.23  | \$ 22.79  | \$ 23.37  | \$ 23.96  | \$ 24.58  |  | \$ 32.70         |
|                                   | YR        | \$ 45,053 | \$ 46,238 | \$ 47,403 | \$ 48,610 | \$ 49,837 | \$ 51,126 |  | \$ 68,016        |
| B                                 | HR        | \$ 23.30  | \$ 23.89  | \$ 24.49  | \$ 25.12  | \$ 25.80  | \$ 26.45  |  | \$ 35.18         |
|                                   | YR        | \$ 48,464 | \$ 49,691 | \$ 50,939 | \$ 52,250 | \$ 53,664 | \$ 55,016 |  | \$ 73,174        |
| C                                 | HR        | \$ 25.04  | \$ 25.68  | \$ 26.37  | \$ 27.03  | \$ 27.70  | \$ 28.45  |  | \$ 37.83         |
|                                   | YR        | \$ 52,083 | \$ 53,414 | \$ 54,850 | \$ 56,222 | \$ 57,616 | \$ 59,176 |  | \$ 78,686        |
| D                                 | HR        | \$ 26.94  | \$ 27.62  | \$ 28.32  | \$ 29.07  | \$ 29.79  | \$ 30.57  |  | \$ 40.66         |
|                                   | YR        | \$ 56,035 | \$ 57,450 | \$ 58,906 | \$ 60,466 | \$ 61,963 | \$ 63,586 |  | \$ 84,573        |
| E                                 | HR        | \$ 28.97  | \$ 29.70  | \$ 30.46  | \$ 31.25  | \$ 32.05  | \$ 32.87  |  | \$ 43.73         |
|                                   | YR        | \$ 60,258 | \$ 61,776 | \$ 63,357 | \$ 65,000 | \$ 66,664 | \$ 68,370 |  | \$ 90,958        |
| F                                 | HR        | \$ 31.31  | \$ 32.11  | \$ 32.94  | \$ 33.78  | \$ 34.65  | \$ 35.53  |  | \$ 47.26         |
|                                   | YR        | \$ 65,125 | \$ 66,789 | \$ 68,515 | \$ 70,262 | \$ 72,072 | \$ 73,902 |  | \$ 98,301        |
| G                                 | HR        | \$ 33.85  | \$ 34.71  | \$ 35.61  | \$ 36.52  | \$ 37.45  | \$ 38.41  |  | \$ 51.08         |
|                                   | YR        | \$ 70,408 | \$ 72,197 | \$ 74,069 | \$ 75,962 | \$ 77,896 | \$ 79,893 |  | \$ 106,246       |
| H                                 | HR        | \$ 36.59  | \$ 37.53  | \$ 38.49  | \$ 39.48  | \$ 40.48  | \$ 41.52  |  | \$ 55.22         |
|                                   | YR        | \$ 76,107 | \$ 78,062 | \$ 80,059 | \$ 82,118 | \$ 84,198 | \$ 86,362 |  | \$ 114,858       |
| I                                 | HR        | \$ 39.57  | \$ 40.58  | \$ 41.61  | \$ 42.68  | \$ 43.78  | \$ 44.89  | \$ 59.71   |                  |
|                                   | YR        | \$ 82,306 | \$ 84,406 | \$ 86,549 | \$ 88,774 | \$ 91,062 | \$ 93,371 | \$ 124,197   |                  |
| J                                 | HR        | \$ 41.73  | \$ 42.79  | \$ 43.89  | \$ 45.02  | \$ 46.17  | \$ 47.34  | \$ 62.96   |                  |
|                                   | YR        | \$ 86,798 | \$ 89,003 | \$ 91,291 | \$ 93,642 | \$ 96,034 | \$ 98,467 | \$ 130,957   |                  |

**APPENDIX A3 –2023 COMPENSATION STRUCTURE**

| <b>AFSCME 2023 Wage Structure</b> |           |           |           |           |           |           |            | 2.5% Increase  | Effective 1-7-23 |
|-----------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|------------|--|------------------|
| Grade                             | Pay Cycle | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9     | Performance Zone   | Range Maximum    |
| A                                 | HR        | \$ 22.20  | \$ 22.79  | \$ 23.36  | \$ 23.95  | \$ 24.56  | \$ 25.19   |  | \$ 33.52         |
|                                   | YR        | \$ 46,176 | \$ 47,403 | \$ 48,589 | \$ 49,816 | \$ 51,085 | \$ 52,395  |  | \$ 69,722        |
| B                                 | HR        | \$ 23.88  | \$ 24.49  | \$ 25.10  | \$ 25.75  | \$ 26.45  | \$ 27.11   |  | \$ 36.06         |
|                                   | YR        | \$ 49,670 | \$ 50,939 | \$ 52,208 | \$ 53,560 | \$ 55,016 | \$ 56,389  |  | \$ 75,005        |
| C                                 | HR        | \$ 25.67  | \$ 26.32  | \$ 27.03  | \$ 27.71  | \$ 28.39  | \$ 29.16   |  | \$ 38.78         |
|                                   | YR        | \$ 53,394 | \$ 54,746 | \$ 56,222 | \$ 57,637 | \$ 59,051 | \$ 60,653  |  | \$ 80,662        |
| D                                 | HR        | \$ 27.61  | \$ 28.31  | \$ 29.03  | \$ 29.80  | \$ 30.53  | \$ 31.33   |  | \$ 41.68         |
|                                   | YR        | \$ 57,429 | \$ 58,885 | \$ 60,382 | \$ 61,984 | \$ 63,502 | \$ 65,166  |  | \$ 86,694        |
| E                                 | HR        | \$ 29.69  | \$ 30.44  | \$ 31.22  | \$ 32.03  | \$ 32.85  | \$ 33.69   |  | \$ 44.82         |
|                                   | YR        | \$ 61,755 | \$ 63,315 | \$ 64,938 | \$ 66,622 | \$ 68,328 | \$ 70,075  |  | \$ 93,226        |
| F                                 | HR        | \$ 32.09  | \$ 32.91  | \$ 33.76  | \$ 34.62  | \$ 35.52  | \$ 36.42   |  | \$ 48.44         |
|                                   | YR        | \$ 66,747 | \$ 68,453 | \$ 70,221 | \$ 72,010 | \$ 73,882 | \$ 75,754  |  | \$ 100,755       |
| G                                 | HR        | \$ 34.70  | \$ 35.58  | \$ 36.50  | \$ 37.43  | \$ 38.39  | \$ 39.37   |  | \$ 52.36         |
|                                   | YR        | \$ 72,176 | \$ 74,006 | \$ 75,920 | \$ 77,854 | \$ 79,851 | \$ 81,890  |  | \$ 108,909       |
| H                                 | HR        | \$ 37.50  | \$ 38.47  | \$ 39.45  | \$ 40.47  | \$ 41.49  | \$ 42.56   |  | \$ 56.60         |
|                                   | YR        | \$ 78,000 | \$ 80,018 | \$ 82,056 | \$ 84,178 | \$ 86,299 | \$ 88,525  |  | \$ 117,728       |
| I                                 | HR        | \$ 40.56  | \$ 41.59  | \$ 42.65  | \$ 43.75  | \$ 44.87  | \$ 46.01   | \$ 61.20   |                  |
|                                   | YR        | \$ 84,365 | \$ 86,507 | \$ 88,712 | \$ 91,000 | \$ 93,330 | \$ 95,701  | \$ 127,296   |                  |
| J                                 | HR        | \$ 42.77  | \$ 43.86  | \$ 44.99  | \$ 46.15  | \$ 47.32  | \$ 48.52   | \$ 64.53   |                  |
|                                   | YR        | \$ 88,962 | \$ 91,229 | \$ 93,579 | \$ 95,992 | \$ 98,426 | \$ 100,922 | \$ 134,222   |                  |

**APPENDIX B – JOB FAMILIES**  
**01/01/2021 – 12/31/2023**

**ADMINISTRATIVE FAMILY**

|                                      | <b><u>Grade</u></b> |
|--------------------------------------|---------------------|
| ADA Para transit Evaluator           | G                   |
| Administrative Coordinator           | F                   |
| Administrative Specialist            | A                   |
| Associate Project Manager            | F                   |
| Associate Real Estate Specialist     | F                   |
| Business Analyst 1                   | F                   |
| Business Analyst 2                   | G                   |
| Business Analyst 3                   | H                   |
| Customer Service Specialist          | D                   |
| Document Management Coordinator      | G                   |
| Document Management Specialist       | E                   |
| IWPP Compliance Officer              | I                   |
| Principal Administrative Specialist  | D                   |
| Program Coordinator                  | G                   |
| Program Technical Specialist         | E                   |
| Project Coordinator                  | G                   |
| Project Manager Special Projects     | I                   |
| Project Manager, Technical Services  | J                   |
| Project Manager                      | I                   |
| Real Estate Appraiser                | H                   |
| Real Estate Specialist               | H                   |
| Senior Admin. Specialist             | C                   |
| Senior Customer Service Specialist   | E                   |
| Sewer Availability Charge Technician | F                   |
| Senior Program Coordinator           | H                   |
| Senior Project Coordinator           | H                   |
| Title Specialist                     | G                   |

**AUDIT FAMILY**

|                   | <b><u>Grade</u></b> |
|-------------------|---------------------|
| Auditor 1         | F                   |
| Auditor 2         | G                   |
| Auditor in Charge | H                   |

**COMMUNICATIONS/COMMUNITY RELATIONS FAMILY**

|   | <b><u>Grade</u></b> |
|---|---------------------|
| Associate Community Outreach Coordinator    | E                   |
| Associate Outreach Coordinator              | E                   |
| Communications Specialist                   | F                   |
| Community Relations Specialist              | F                   |
| Information Specialist                      | F                   |
| Library & Information Resources Coordinator | H                   |
| Outreach Coordinator                        | G                   |
| Principal Communications Specialist         | H                   |
| Senior Communications Specialist            | G                   |
| Senior Information Coordinator              | H                   |
| Senior Information Specialist               | G                   |
| Senior Outreach Coordinator                 | H                   |
| Technical Writer 1                          | E                   |

|                    |   |
|--------------------|---|
| Technical Writer 2 | F |
| Web Specialist     | H |

**CONSTRUCTION FAMILY**

**Grade**

|                                |   |
|--------------------------------|---|
| Construction Inspector         | E |
| Construction Inspector Trainee | C |
| Contract Administrator         | G |
| Contracts Negotiator           | J |
| Principal Contract Admin.      | I |
| Registered Land Surveyor       | H |

**DRAFTER FAMILY**

**Grade**

|                                |   |
|--------------------------------|---|
| Document Management Technician | D |
| Drafter 3                      | E |

**ENGINEERING FAMILY**

**Grade**

|                            |   |
|----------------------------|---|
| Associate Engineer         | F |
| Data Analyst               | F |
| Engineer                   | G |
| Principal Engineer         | I |
| Senior Engineer            | H |
| Senior Project Coordinator | H |
| Surveyor                   | E |

**FINANCE FAMILY**

**Grade**

|                             |   |
|-----------------------------|---|
| Account Specialist          | C |
| Accountant                  | F |
| Financial Analyst           | H |
| Grants Coordinator          | H |
| Principal Financial Analyst | I |
| Senior Account Specialist   | E |
| Senior Accountant           | G |

**GIS FAMILY**

**Grade**

|                             |   |
|-----------------------------|---|
| GIS Specialist 1            | E |
| GIS Specialist 2            | G |
| GIS Specialist 3            | H |
| GIS Systems Administrator 1 | H |
| GIS Systems Administrator 2 | I |
| GIS Technician              | C |
| Metro GIS Coordinator       | I |

**HR/LOD/DIVERSITY FAMILY**

**Grade**

|                               |   |
|-------------------------------|---|
| Benefits Administrator        | E |
| E-Learning Specialist         | F |
| EO Consultant 1               | F |
| EO Consultant 2               | G |
| EO Consultant 3               | H |
| Fitness and Health Specialist | F |
| HR Program Coordinator        | F |
| Human Resources Assistant     | E |
| Instructional Designer        | G |

|                                   |   |
|-----------------------------------|---|
| LOD Consultant                    | I |
| Occupational Health Specialist    | H |
| Occupational Health Technician    | F |
| Talent Acquisition Specialist 1   | F |
| Talent Acquisition Specialist 2   | H |
| Training Specialist               | G |
| Workforce Development Coordinator | F |

**HRA FAMILY**

**Grade**

|                      |   |
|----------------------|---|
| HRA Coordinator 1    | F |
| HRA Coordinator 2    | G |
| HRA Inspector        | F |
| HRA Specialist       | E |
| Senior HRA Inspector | G |

**INFORMATION SYSTEMS/ COMPUTER FAMILY**

**Grade**

|  |   |
|--|---|
| Applications Developer 1                   | F |
| Applications Developer 2                   | G |
| Applications Developer 3                   | H |
| Applications Developer 4                   | I |
| Business Systems Analyst 1                 | F |
| Business Systems Analyst 2                 | G |
| Business Systems Analyst 3                 | H |
| Business Systems Analyst 4                 | I |
| Computer Systems Specialist                | G |
| Database Administrator 1                   | H |
| Database Administrator 2                   | I |
| ECM Architect                              | I |
| Industrial Automation Specialist           | G |
| Industrial Automation Technician           | F |
| Industrial Automation Trainee              | E |
| PeopleSoft Administrator 1                 | I |
| Principal Industrial Automation Specialist | I |
| Project Manager – Information Services     | I |
| Senior Computer Systems Specialist         | I |
| Systems Engineer 1                         | G |
| Systems Engineer 2                         | H |
| Systems Engineer 3                         | I |
| Systems Engineer 4                         | J |
| Systems Hardware Technician 3              | E |
| Technical Support Specialist 1             | E |
| Technical Support Specialist 2             | F |
| Technical Support Specialist 3             | G |
| Technical Support Specialist 4             | H |

**INTERCEPTOR FAMILY**

**Grade**

|                                     |   |
|-------------------------------------|---|
| Interceptor Service Worker 1        | C |
| Interceptor Service Worker 1 – CDL  | C |
| Interceptor Service Worker 2        | D |
| Interceptor Service Worker 2 – CDL  | D |
| Interceptor System Leadworker       | F |
| Interceptor System Leadworker – CDL | F |

Interceptor System Technician F

**MATERIALS & PURCHASING FAMILY**

**Grade**

Associate Purchasing Agent F  
Inventory Technician B  
Materials Specialist Leadworker D  
P –Card Administrator G  
Program Manager, Vendor Management I  
Program Manager, Procurement J  
Purchasing Agent G

**METERING AND ALARM FAMILY**

**Grade**

Metering & Alarm System Leadworker E  
Metering & Alarm System Operator A  
Senior Metering & Alarm System Operator D

**PAYROLL FAMILY**

**Grade**

Payroll Specialist C  
Senior Payroll Specialist E

**PLANNING FAMILY**

**Grade**

Associate Planner E  
Planner G  
Planning Analyst I  
Principal Project Administrator I  
Project Administrator G  
Senior Planner H  
Senior Project Administrator H  
TAB Coordinator I

**RESEARCH FAMILY**

**Grade**

Associate Data Scientist F  
Data Scientist G  
Principal Data Scientist I  
Principal Researcher I  
Researcher G  
Senior Data Scientist H  
Senior Researcher H

**RISK MANAGEMENT FAMILY**

**Grade**

Bus Safety Specialist G  
Claims Administrator 1 C  
Industrial Hygienist H  
Liability Claims Representative 2 G  
Liability Claims Representative 3 H  
Occupational Safety Specialist H  
Safety Specialist F  
Senior Safety Specialist G  
Workers Comp Claims Representative 2 G  
Workers Comp Claims Representative 3 H



**SCIENTIST FAMILY**

|                                   | <b><u>Grade</u></b> |
|-----------------------------------|---------------------|
| Environmental Analyst             | I                   |
| Environmental Scientist           | F                   |
| Lab Analyst 1                     | E                   |
| Lab Analyst 2                     | F                   |
| Lab Analyst 3                     | G                   |
| Lab Technical Coordinator 1       | G                   |
| Lab Technical Coordinator 2       | H                   |
| Principal Environmental Scientist | H                   |
| Principal Research Scientist      | I                   |
| QA Coordinator 1                  | G                   |
| QA Coordinator 2                  | H                   |
| Senior Environmental Scientist    | G                   |

**TECHNICIAN FAMILY**

|  | <b><u>Grade</u></b> |
|--|---------------------|
| Facilities Maintenance Technician        | C                   |
| Industrial Waste Technical Coordinator   | G                   |
| Industrial Waste Technician              | E                   |
| Laboratory Assistant                     | A                   |
| Principal Industrial Waste Technician    | G                   |
| Senior Facilities Maintenance Technician | D                   |
| Senior Industrial Waste Technician 2     | F                   |
| Senior Lab Assistant                     | C                   |
| Technician 2                             | C                   |
| Technician 3                             | E                   |

**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 1 to Serviceworker 2 | \$.65 per hour  |
| Serviceworker 2 to Lead Worker     | \$1.00 per hour |

**Section C.03 – Interceptor Serviceworker 2/Seasonal**

The Interceptor Serviceworker 2/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 2 Promotion Eligibility**

Interceptor Serviceworkers 1 shall be eligible for promotion to Interceptor Serviceworker 2 upon attaining two (2) years of service as an Interceptor Serviceworker 2, 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.

**SIGNATURE PAGE**

AGREED TO this 6 day of October, 2021, and attested to as the full and complete understanding of the Parties by the signatures of the following representatives of the Employer and the Union for the duration specified herein.

**FOR THE EMPLOYER:**

|   |                               |
|---|-------------------------------|
| <br>_____<br>Mary Bogie<br>Regional Administrator            | Nov 10, 2021<br>_____<br>Date |
| <br>_____<br>Marcy Cordes<br>Chief Labor Relations Officer   | Oct 25, 2021<br>_____<br>Date |
| <br>_____<br>Alexis Baker<br>Labor Relations Program Manager | Oct 25, 2021<br>_____<br>Date |

**FOR THE UNION:**

|   |                               |
|---|-------------------------------|
| <br>_____<br>Annie Jakacki<br>AFSCME Council 5 - Field Representative<br>DHS Liaison | Oct 20, 2021<br>_____<br>Date |
| <br>_____<br>Bart Andersen<br>AFSCME Field Director                                 | Oct 25, 2021<br>_____<br>Date |
| <br>_____<br>Manking Lee<br>President   | Oct 20, 2021<br>_____<br>Date |
| <br>_____<br>Tiffany Leff<br>Vice-President   | Oct 19, 2021<br>_____<br>Date |
| <br>_____<br>Steve Victorey<br>Treasurer  | Oct 10, 2021<br>_____<br>Date |
| <br>_____<br>Rena Pereira-Webb<br>Negotiations Team Member                        | Oct 6, 2021<br>_____<br>Date  |
| <br>_____<br>Roger Janzig<br>Negotiations Team Member                             | Oct 14, 2021<br>_____<br>Date |
| <br>_____<br>Kerry D. Kappel<br>Negotiations Team Member                          | Oct 12, 2021<br>_____<br>Date |
| <br>_____<br>Richard Hjelle<br>Negotiations Team Member                           | Oct 9, 2021<br>_____<br>Date  |
| <br>_____<br>Gabriel Rios<br>Negotiations Team Member                              | Oct 6, 2021<br>_____<br>Date  |

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|                             |                   |                                    |        |
|-----------------------------|-------------------|------------------------------------|--------|
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