

Electricians

# Labor Agreement between the Metropolitan Council and International Brotherhood of Electrical Workers

Local Union No. 110, AFL-CIO

For the Period May 1, 2024 through April 30, 2027



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## **PREAMBLE**

This Agreement is entered into by the Metropolitan Council, hereinafter referred to as the Employer, and the International Brotherhood of Electrical Workers (“IBEW”), Local Union No. 110, AFL-CIO, hereinafter referred to as the Union.

The purpose of entering into this Agreement is to 1) achieve orderly and peaceful relations, thereby establishing a system of uninterrupted operations and the highest level of employee performance that is consistent with the safety and well-being of all concerned; 2) set forth rates of pay, hours of work and other conditions of employment as have been agreed upon by the Employer and the Union; and 3) established procedures to orderly and peacefully resolve disputes as to the application or interpretation of this Agreement without loss of productivity.

## **ARTICLE 1 – RECOGNITION**

### **Section 1.01 – Bargaining Unit Description**

The Employer recognizes the Union as the exclusive representative of all its employees who work at the Metropolitan Council - Environmental Services whose job classifications and rates of pay are set forth in Appendix "A" of this Agreement who work more than 67 work days per year and more than 14 hours per week; excluding supervisory, confidential and all other employees. Except for employees who are employed within the job classification of Apprentice Electricians, this Agreement's use of the term "*electrician*" shall be construed to mean a person who has been issued a Class "A": license by the Board of Electricity, State of Minnesota.

### **Section 1.02 – Modification of Unit Description**

Disputes which may occur over the inclusion or exclusion of a new or modified job position within the bargaining unit shall be referred to the Bureau of Mediation Services, State of Minnesota, for determination.

## **ARTICLE 2 – EMPLOYER RIGHTS**

### **Section 2.01 – Right to Manage and Operate**

The Employer retains the sole right to operate and manage all employees, facilities, and equipment in whatever manner necessary to meet statutory requirements or resolutions of the governing body of the Metropolitan Council - Environmental Services. This right shall be limited only to the extent that it is limited by this Agreement.

### **Section 2.02 – Right to Change Terms and Conditions of Employment**

Any term or condition of employment not explicitly established by this Agreement shall remain with the Employer to modify or alter as it sees fit by written administrative or personnel policies, or by the Metropolitan Council resolutions.

## **ARTICLE 3 – UNION RIGHTS**

### **Section 3.01 – Dues Deduction**

The Employer shall deduct from the wages of employees, who authorize such a deduction in writing, an amount necessary to cover monthly Union dues. Such monies deducted shall be remitted as directed by the Union.

### **Section 3.02 – Union Stewards**

The Union may designate up to 2 employees from the bargaining unit to act in the capacity of Union Steward. The Union shall notify the Employer of the names of all Union Steward(s). Union Steward(s) shall be granted reasonable time off, with pay, for the purpose of 1) presenting grievances under this Agreement to the Employer, 2) representing bargaining unit employees in the pre-arbitration conferences conducted for the purpose of resolving such grievances, and 3) representing bargaining unit employees in disciplinary conferences conducted by the Employer when requested by the involved employee(s) to do so. Stewards shall, prior to leaving their assigned work for such purposes, obtain the permission of their manager or designee.

### **Section 3.03 – Visitation**

Upon notification to a designated Employer supervisor, the Business Manager of the Union or a designated representative shall be permitted to enter facilities of the Employer where employees covered by this Agreement are working provided no interference with plant operations occurs as a result.

### **Section 3.04 – Access to Personnel Files**

Employees shall have reasonable access to their personnel file.

## **ARTICLE 4 – PROBATIONARY PERIODS**

All newly hired personnel shall serve a six (6) month probationary period during which time the employee shall demonstrate fitness and ability to perform the job position's duties and responsibilities. At any time during the probationary period an employee may be terminated at the discretion of the Employer. An employee terminated during the probationary period shall receive a written notice of, and reasons for, such termination.

## **ARTICLE 5 – HOURS OF WORK**

### **Section 5.01 – Work Day and Work Week Defined**

The normal day shall be eight (8) consecutive hours of work.

Subd. 1. – Day Shift Defined: The *day shift* shall be an eight (8) consecutive hour work shift which begins between the hours of 6:00 a.m. and 8:00 a.m., excluding a thirty (30) minute unpaid meal period.

Subd. 2. – Afternoon Shift Defined: The *afternoon shift* shall be an (8) consecutive hour work shift which begins between the hours of 2:00 p.m. and 4:00 p.m., including a thirty (30) minute meal period. The afternoon shift shall be paid at the rate of 10% above the current rate of pay as defined in Appendix A “Basic Wage Rate.”

Subd. 3. – Night Shift Defined: - The *night shift* shall be an eight (8) consecutive hour work shift which begins between the hours of 10:00 p.m. and 12:00 a.m., including a thirty (30) minute meal period. The night shift shall be paid at the rate of 15% above the current rate of pay as defined in Appendix A “Basic Wage Rate.”

The normal work week as referred to in this Agreement, shall be defined as five (5) consecutive shifts beginning Monday morning and terminating on the fifth (5<sup>th</sup>) consecutive day during a seven (7) calendar day period.

#### **Section 5.02 – Scheduling**

In the event more than one work shift (i.e., day shift, afternoon shift and/or night shift) is required by the Employer at any primary work location, the employees assigned to the work location shall be given the opportunity to select available work shifts in the order of their seniority with the Employer. The Employer shall select only one starting time for each shift at each primary work location, unless otherwise agreed to between the Employer and the Union.

#### **Section 5.03 – Scheduling Changes**

Changes in an employee's scheduled normal work day or normal work week, for other than a temporary assignment, shall be preceded by seven (7) calendar day written notice to the employee, a copy of which shall be sent to the Union. The Employer shall provide as much advance notice as possible and practical under the circumstances if a change in the normal day or work week is made necessary by emergency operation conditions as determined by the involved business unit/work location.

#### **Section 5.04 – No Work Guarantee**

This Article shall not be construed as, and is not guarantee of, any hours of work per normal work day or normal work week.

#### **Section 5.05 – Punctuality Required**

All employees shall be at the location designated by their supervisor, ready for work, at the established starting time and shall remain at their assigned work location until the end of the work day, unless otherwise directed or excused by their supervisor. The Employer will provide reasonable time prior to the end of the work day for clean-up time.

#### **Section 5.06 – Reporting Pay Minimum**

Employees reporting for work at the established starting time and for whom no work is available shall receive pay for two (2) hours, at the basic hourly rate, unless notification has been given not to report for work prior to leaving home or during the previous work day.

### **Section 5.07 – Rest Periods**

Employees shall be granted a fifteen (15) minute rest period during each four (4) hour work period. The rest period shall be taken at a time and place approved by the employee's immediate supervisor.

## **ARTICLE 6 – OVERTIME**

### **Section 6.01 – General**

Employees are subject to reasonable overtime work assignments on a scheduled or unscheduled basis. All overtime work must be approved in advance by the manager (or designee) who is responsible for the primary work location to which the employee is assigned. Employees shall be provided with as much advance notice of required overtime work as is reasonable, possible and practical under all of the circumstances.

In scheduling work the Employer and the Union shall work together to distribute such work as equitably as practical among qualified employees. In the event an employee declines an opportunity to work overtime, the employee shall be charged with the overtime hours declined as if they had been worked for the purposes of this Section.

### **Section 6.02 – Overtime Pay**

- a) One and one-half (1-1/2) times the basic hourly rate shall be paid for all work performed in excess of the regularly scheduled eight (8) hour work day and all work performed on a Saturday for employees working a Monday through Friday work week.
- b) If an employee has taken time off in excess of that allowed as per Section 12.02, Authorized Absence, the overtime rate will be paid only for that time in excess of eight (8) hours of actual work when performed adjacent to the normally scheduled work day.
- c) Call-Backs will not be subject to (b) above, and will continue to be paid as described in Section 7.02, Call-Back Pay.
- d) The Employer retains the right to adjust the lunch period as dictated by business needs. Employees may be required to work during the normally scheduled lunch period which will be compensated at the overtime rate if the total hours worked exceeds eight (8) hours.
- e) Two (2) times the basic hourly rate shall be paid for all hours worked on a day recognized by this Agreement as a holiday, all hours worked on a Sunday for employees working a Monday through Friday work week, and all hours worked in excess of twelve (12) hours in a twenty-four (24) hour period.

### **Section 6.03 – No Duplication**

There shall be no pyramiding of overtime rates. Double-time shall be the maximum compensation for any hour worked.



## **ARTICLE 7 – CALL-BACK**

### **Section 7.01 – General**

All employees are subject to being called back to work before or after their scheduled work day or scheduled work week by the Employer. The Employer and the Union shall work together to distribute such work as equitably as practical among qualified employees. In the event an employee declines an opportunity to work overtime, the employee shall be charged with the overtime hours declined as if they had been worked for the purposes of this Section.

### **Section 7.02 – Call-Back Pay**

Notwithstanding the provisions of Article 6, Section 6.03 (*No Duplication*), employees called back more than two (2) hours before the start of the normal shift shall receive a minimum of four (4) hours' pay and benefits at straight rates or the actual overtime pay, if applicable, whichever is greater. If the call back is within two (2) hours of the employee's normal start time, they shall be compensated at the applicable overtime rate of pay.

### **Section 7.03 – On-Call**

Subd.1 – The Employer may assign the duty of on-call to two electrician(s) outside the employee's normally scheduled workday for a seven-day period as determined by the Employer. Assignment of an employee to on-call status shall be assigned to all employees equally, or as otherwise agreed to between the Employer and the Union. Seven consecutive days shall be the usual manner of assignment. Each assigned electrician on-call shall have a separate overtime call-back list.

Subd.2 – An employee assigned to be on-call shall:

- a) Be available to receive a call at the phone number provided on the Employer's on-call list or at an Employer-provided cell phone.
- b) Respond to all calls in a timely manner.
- c) Be within cell phone range, fit and available for duty at all times while on-call.
- d) In the case of an emergency, report for duty as directed.
- e) Make all requests to be excused from duty as soon as possible. Potential valid requests to be excused may include but are not limited to injury, illness, and emergencies.
- f) Employees with pre-approved vacations/days off shall not be assigned to on-call status during approved time off days. An exception may be granted if the employee and the Employer agree the time off will not interfere with on-call duties.

Subd.3 – Assigned time periods for employee assigned to on-call status:

- a) Shall run from Tuesday at 7:00 a.m. through the following Tuesday at 7:00 a.m.
- b) The times for Monday, Tuesday, Wednesday, Thursday and Friday shall start at 3:30 p.m. and run through 7:00 a.m. the following day.
- c) The times for Saturday and Sunday shall start at 7:00 a.m. and run through 7:00 a.m. the following day.
- d) Assignments on a holiday shall begin at 7:00 a.m. and run through 7:00 a.m. the following day.

- e) The Union and the Employer shall work together to adjust these times if a change of time to the normally scheduled workday takes effect.
- f) While employees will normally be assigned to on-call status for seven consecutive days, this could vary due to, but not limited to vacations, illness, injury, family emergencies, etc.

#### **Section 7.04 – On-Call Pay**

Subd.1 – An employee assigned to on-call status shall receive two (2) straight time hours of pay and benefits at the employee's regular rate of pay for periods beginning Monday through Friday.

Subd.3.2 – An employee assigned to on-call status shall receive three (3) straight time hours of pay and benefits at the employee's regular rate of pay for Holidays and periods beginning on Saturday through Sunday.

### **ARTICLE 8 – WAGES AND FRINGE BENEFITS**

#### **Section 8.01 – Wage Rates and Fringe Benefit Contributions**

The basic hourly wage and all fringe benefit contributions provided for by this Agreement shall be paid for all time actually worked by employees within the scope of the bargaining unit. No such wage or fringe benefit payment shall be made for time not actually worked except as it applies to Section 7.02.

Subd.1 – Wage Rates: The basic hourly rate of pay for each bargaining unit job classification is set forth in Appendix "A" which is attached to and made a part of this Agreement.

Subd.2 – Fringe Benefit Fund Contributions: The Employer shall contribute the amounts specified to those certain fringe benefit funds which are set forth in Appendix "A" which is attached to and made a part of this Agreement.

Subd.3 – Eligibility for Employer-Sponsored Programs: Employees covered by this Agreement shall be eligible to participate in the Employer's flexible spending program and the deferred compensation program as defined by the plan document. The Employer maintains the right to amend or terminate these programs, however, employees covered by this Agreement shall retain the right to participate in these programs as they are offered to other employees.

#### **Section 8.02 – Fringe Benefit Fund Administration**

Employees shall not be eligible for, be governed by, or accumulate any term or condition of employment established by the Metropolitan Personnel Code Policy Guide, other labor agreements, personnel policies established by the Employer, or retirement contributions specified by statute. The Employer's fringe benefit obligation is limited to the contributions established by this Agreement. The actual level of benefits provided to employees shall be the responsibility of the Trustees of the various funds to which the Employer has forwarded contributions.

Subd.1 – Remittance: All fringe benefit contributions established by the provisions of this Agreement shall be forwarded to the Electrical Industry Fringe Benefit Receiving Account.

Subd.2 – Reallocation: In the event the Union determines to allocate any or all of the basic hourly rate to a fringe benefit fund established by the provisions of this Agreement, the basic hourly rates of pay set forth in Appendix "A" of this Agreement shall be reduced by the amount allocated to the fringe benefit fund. Changes in fringe benefit contributions and rates of pay shall be effective no sooner than the beginning of the first full payroll period following the Employer's receipt or written notification from the Union as to the requested reallocation.

### **Section 8.03 – Meal Allowance**

Employees shall be furnished a meal, or paid \$8.00 for the cost of a meal, in the event they are required to work in excess of twelve (12) consecutive hours.

### **Section 8.04 – General**

NEBF: It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust. An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent. The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

## **ARTICLE 9 – SELECTION AND ASSIGNMENT OF PERSONNEL**

### **Section 9.01 – Selection of Lead Electricians**

The Employer reserves the sole and exclusive right to select, appoint, hire or remove (for legitimate business reasons) personnel in the job classification of Lead Electrician without regard to the provisions of this Agreement. Personnel appointed to such job classifications shall serve

in that capacity at the pleasure of the Employer. In the event an employee is removed from the Lead Electrician job classifications, the employee shall be employed in any lower paid bargaining unit job classification except Apprentice Electrician.

#### **Section 9.02 – Lead Electrician Ratios**

At any primary work location requiring from two (2) to fourteen (14) employees inclusive, at least one (1) Lead Electrician shall be employed therein; i.e., no Lead Electrician shall be required to supervise more than thirteen (13) employees. An additional Lead Electrician shall be designated for each additional thirteen (13) employees or fraction thereof employed on the same job. Additional Lead Electricians may be added without regard to the ratio at the discretion of the Employer.

#### **Section 9.03 – Regular Vacancies**

Regular vacancies shall be filled using the Employer's hiring procedures.

#### **Section 9.04 – Travel Between Facilities**

Employees shall be furnished transportation or be compensated for mileage for driving at the rate determined by the Employer for use of private vehicles.

#### **Section 9.05 – Compensation for Working in Higher Classification**

In the event of the absence of an employee assigned to the job position Lead Electrician for more than one (1) normal work day, the vacant position shall be filled by a temporary assignment of an employee from the bargaining unit. All temporary assignments shall be made only at the direction of an Employer-designated supervisor. Employees classified as Electrician who are temporarily assigned to a higher paid job position shall be paid at the basic hourly rate of the higher paid job position for all hours worked in the higher paid job position.

#### **Section 9.06 – Primary Business Unit Defined**

For the purposes of this Agreement, the term Business Unit shall be defined as the following:

1. Maintenance Business Unit (which includes Metro Plant, Seneca, Blue Lake, Empire, Cottage Grove, Hastings, Stillwater, East Bethel, Rogers, and Interceptor System)

#### **Section 9.07 – Masters License Requirement**

A Master's License from the Minnesota State Board of Electricity will be required for all Lead Electricians who are required to be the Master of Record, who work outside of the Metro Plant, within six (6) months of appointment, or the next available class offered by the Joint Apprenticeship and Training Committee (JATC).

All future appointments to positions that require a Master's License will have six (6) months, or the next available class offered by the JATC, to attain and maintain their Master's License. The Employer will then pay only the difference between the Masters's License and the Journeyman's License for positions that require a Master's License. The Employer will also pay any related testing fees charged by the Minnesota Board of Electricity. Current employees hired before May 1, 1997 and who had attained a Master's License prior to May 1, 1997 and who have continually maintained that license will also be reimbursed as per this Section.

If required by the Employer, the Lead Electricians at the outlying plants will utilize their Master's License to meet the requirements of the Minnesota State Board of Electricity for obtaining permits to perform electrical work at their respective work locations.

### **Section 9.08 – Apprentice Program**

The Employer reserves the sole right to select from and employ apprentices provided through the apprenticeship program of IBEW, Local 110.

## **ARTICLE 10 - HOLIDAYS**

### **Section 10.01 – Holidays Defined**

The following seven (7) days shall be designated as *holidays*:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

When New Year's Day, Independence Day or Christmas Day falls on a Sunday, the following Monday shall be considered the designated holiday. When any of these three (3) holidays fall on a Saturday, the proceeding Friday shall be considered the designated holiday.

When Christmas Eve falls on a Friday, employees are off that day for the holiday. Since they already have Friday off for Christmas Eve, they would then take Monday off for Christmas Day.

When Christmas Eve falls on a Saturday, they would take Friday off for Christmas Eve and Monday off for Christmas Day.

When Christmas Eve falls on a Sunday, the preceding Friday shall be considered the designated holiday. Holidays shall be considered non-work day.

### **Section 10.02 – Holidays Worked**

If in the judgment of the Employer, personnel are necessary for operating or emergency reasons, employees may be called back to work in accordance with the provisions of Article 7 (*Call Back*). Employees working on a designated holiday shall be compensated at the rate of two (2) times their basic hourly rate for all hours worked.

## **ARTICLE 11 – DISCIPLINARY PROCEDURES**

### **Section 11.01 – Discipline for Just Cause**

The Employer shall have the right to impose disciplinary actions on employees for just cause.

### **Section 11.02 – Forms of Discipline**

Disciplinary actions by the Employer shall include only the following: oral reminder, written reminder, crisis suspension, decision making leave, discharge.

### **Section 11.03 – Appeals**

Oral reminders, written reminders, crisis suspensions, decision making leaves or discharges of employees may be processed through the grievance procedure of this Agreement, provided that, if no appeal is made of such disciplinary action within seven (7) working days of the employee receiving such notification, the right of appeal is waived. In addition, employees will receive copies of documented discipline within seven (7) working days of such actions.

### **Section 11.04 – Union Representation**

Upon their request, bargaining unit employees shall be afforded representation by a Union Steward in the event they are questioned by the Employer during an investigation into conduct which may lead to disciplinary action.

### **Section 11.05 – Time Limits**

From the time of a documented disciplinary action of an employee, if no further instances of documented discipline occur for two years, the record of all disciplinary action will not be referred to in future disciplinary matters. Exceptions: as it applies to Title 7, and the Minnesota Human Rights Act.

## **ARTICLE 12 – ABSENCE FROM WORK**

### **Section 12.01 – Notification of Absences Required**

Employees who are unable to report for their normal work day have the personal responsibility to notify their facility manager or authorized representative and/or designated answering recording device or service, if available, of such absence as soon as possible, but in no event later than one (1) hour prior to the beginning of the normal work day, except in the case of a documented emergency which would prohibit such notification. Failure to make such notification may be grounds for discipline. Failure to report to work without notification for three (3) consecutive normal work day shall be considered a *quit* by the Employer on the part of the employee.

### **Section 12.02 – Authorized Absence**

Employees shall be permitted absences without pay for reasons associated with illness, injury, personal business or vacation not to exceed thirty (30) work day (during each twelve (12) month period, from January 1 to December 31 of each contract year provided the provisions of this Article respecting sick leave notification are followed and that all other absences are scheduled and approved in advance. Employees with more than eleven (11) years of total service in the industry (as defined by the Union's vacation fund policies and verified by the Union to the

Employer) shall be permitted thirty-five (35) days of absence without pay for such purposes and those with sixteen (16) years of such service shall be permitted forty (40) days.

### **Section 12.03 – Leaves of Absence**

Bargaining unit employees may request and be granted unpaid leaves of absence in accordance with the provisions of applicable law (i.e., for military service, jury duty, parental leave, service to the Union or other purposes defined by applicable Federal or State statute) and in accordance with the provisions of this Section. All leaves of absence must be requested and approved in advance to be effective and they shall not be considered to be *absences* within the meaning of Section 12.02 (*Authorized Absences*) of this Agreement.

Subd.1 – Long-Term Medical Leaves: An Employee who satisfactorily demonstrates their disability due to illness or injury shall, upon request, be granted a medical leave of absence for the duration of the disability. The Employer will follow Family Medical Leave guidelines. Leaves may be extended beyond the maximum allowed by FMLA on an individual basis.

Subd.2 – Administrative Leave: Upon good cause shown, satisfactory to the Employer's General Manager, an employee shall be granted an *administrative leave* for the purposes and duration approved by the Regional Administrator.

## **ARTICLE 13 – SENIORITY**

### **Section 13.01 – Seniority Defined**

Regular bargaining unit employees shall accrue seniority based on length of continuous service as a regular employee with the Employer. Seniority shall terminate upon retirement, discharge, or resignation.

### **Section 13.02 – Uses of Seniority**

Seniority, as defined herein, shall be used for the following purposes:

Subd.1 – Vacation Scheduling: To determine the calendar periods of absence, for vacation purposes, which shall in all cases be subject to approval of the Employer. Employees requesting an absence from work, for the purpose of a vacation of four (4) days or more, shall make such request in writing at least fourteen (14) calendar days prior to the requested date of absence. Pre-approved vacations will take precedence over seniority.

Subd.2 – Layoff: To determine the order of layoffs when a reduction in the work force is necessary. When such layoffs are necessary, employees in temporary status shall be laid off before regular status employees. If it is necessary to layoff regular employees, the order of the layoff will be in the inverse order of their seniority date, except that a properly designated Union Steward who is performing the responsibilities of a steward on the date of layoff shall not be laid off. Regular employees will receive fourteen (14) calendar days notice prior to layoff.

### **Section 13.03 – Temporary Employees Defined**

Temporary employees hired after July 1, 1991, do not accrue seniority. Temporary employees may be hired for replacement of employees on leaves of absence, or for temporary projects. Temporary employees will receive seven (7) calendar days' notice prior to termination.

### **Section 13.04 – Recall**

Laid off regular employees shall retain recall rights for a four (4) year period from date of layoff. In the event of a recall, employees shall be offered positions according to their bargaining unit seniority. Employees recalled to a position shall have fourteen (14) calendar days to accept or decline the recall. If an employee declines recall, or if an employee does not respond, they will forfeit their recall rights. Prior to hiring temporary or regular employees, any regular employees who have been laid off will be offered recall rights in the order of seniority.

## **ARTICLE 14 – JURISDICTION**

Except as may be modified by the express terms of this Agreement the Employer retains its basic right to assign work. Disputes which may occur over work assignments and/or with respect to work jurisdiction are subject to review under the grievance and arbitration provisions of this Agreement. There shall be no work stoppage, slow down or other disruption of work as a result of such disputes.

## **ARTICLE 15 – TOOLS AND UNIFORMS**

### **Section 15.01 – Tools**

The Employer shall furnish all necessary tools and equipment. Employees will be held responsible for tools and equipment issued to them, provided the Employer furnishes the necessary lockers, gang box, or other safe place for storage. Removal of tools from the worksite will subject the employee to disciplinary action.



### **Section 15.02 – Uniforms**

The Employer shall provide employees covered by this Agreement with clean, presentable work clothing to be laundered and provided through a uniform rental service. There shall be a minimum of one clean uniform provided each work day. The Employer reserves the right to determine the manner in which this work clothing is provided, to select the uniform rental service, and to select the style and color of the work clothing. Unless mutually agreed, this work clothing shall consist of the following:

Work Pants

Work Shirts

## **ARTICLE 16 – GRIEVANCE PROCEDURE**

### **Section 16.01 – General**

This grievance procedure is established for the purpose of resolving disputes with equity and dispatch. The resolution of such disputes in the manner hereinafter provided is considered by the Employer and the Union to be in the public interest.

The aggrieved employee and the 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.

### **Section 16.02 – Grievance Procedure**

A *grievance* for the purpose of process under this Article shall be defined only as a dispute involving the application or interpretation of this Agreement. Grievances shall be resolved in the following manner:

Step 1. Upon the occurrence of an alleged grievance, the employee involved and the Steward shall attempt to resolve the matter on an informal basis with a designated Employer supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged Section(s) of the Agreement violated, and the relief requested. Any alleged violation of the Agreement not reduced to writing by the Union within ten (10) calendar days of the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

Step 2. Within ten (10) calendar days after receiving the written grievance a designated Employer supervisor shall meet with the Union Business Manager, or designated representative, and attempt to resolve the grievance. If, as a result of this meeting the grievance remains unresolved, the Employer shall reply in writing to the Union within ten (10) calendar days following this meeting stating the Employer's answer concerning the grievance. The Union may refer the grievance in writing to Step 3 within ten (10) calendar days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within ten (10) calendar days following receipt of the Employer's answer shall be considered waived.

Step 3. Within ten (10) calendar days following receipt of a grievance referred from Step 2, the General Manager shall meet with the Union Business Manager, or a designated representative, and attempt to resolve the grievance. Within ten (10) calendar days following this meeting, the Employer shall reply in writing to the Union stating the Employer's answer concerning the grievance. If, as a result of the written response the grievance remains unresolved, the parties can mutually agree to submit the grievance to Step 4, or the Union may go directly to Step 5. Any grievance not referred in writing by the Union to Step 4 or 5 within ten (10) calendar days following receipt of the Employer's answer shall be considered waived.

Step 4. Within fifteen (15) days following receipt of a grievance referred from Step 3, either the Union or the Employer may request that the Commissioner of the Bureau of Mediation Services appoint a mediator to meet and confer with the Parties. If, after the parties have met and conferred with the mediator, the grievance remains unresolved, the Union may within fifteen (15) calendar days thereafter appeal the grievance to Step 5.

Step 5. If the grievance remains unresolved, the Union may within ten (10) calendar days after the response of the Employer in Step 3 or if mediated, Step 4, by written notice to the Employer, request arbitration of the grievance. The arbitration proceeding shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union within ten (10) calendar days after notice has been given. If the Parties fail to mutually agree upon an arbitrator within the said ten (10) day period, either Party may request the Public Employment Relations Board to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name, the Employer shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

#### **Section 16.03 – Authority of Arbitrator**

The Arbitrator shall have the right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the specific issue 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 shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The Arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever be 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. The decision of the Arbitrator shall be final and binding on the Employer, the Union, and the employees.

#### **Section 16.04 – Arbitration Expenses**

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

#### **Section 16.05 – Time Limits**

The time limits established in this Article may be extended by the mutual written consent of the Employer and the Union.

### **ARTICLE 17 – NON-DISCRIMINATION**

The terms and conditions of this Agreement will be applied to employees equally without regard to or discrimination for 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 non-membership in the Union. Employees will perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public. The Union will work with the Employer in applying the provisions of the agreement.

## **ARTICLE 18 – ADA/REASONABLE ACCOMMODATION**

### **Section 18.01 – Purpose**

The Employer and the Union agree that they have a joint obligation 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 job applicants in accordance with the provisions of the ADA.

### **Section 18.02 – Process**

Upon request, an employee seeking an accommodation shall be entitled to Union representation. The Employer shall review the employee's request for reasonable accommodation which may include, but is 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 such provisions. Any waiver of labor agreement provisions must be agreed to by both the Employer and the Union.

### **Section 18.03 – Confidentiality**

The Union and the Employer recognizes 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 employees requesting an accommodation before the Union can participate in the accommodation process.

## **ARTICLE 19 – RIGHT TO SUBCONTRACT**

### **Section 19.01 – 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 the regular bargaining unit employees then employed.

### **Section 19.02 – Prevailing Wage**

The subletting, assigning, or transfer of work which would not reduce the normal work opportunities of employees, shall be awarded to Employers paying not less than *prevailing wage* as established by the Department of Labor and Industry, State of Minnesota, in accordance with Minnesota Statutes § 471.345, Subd. 7 and Minnesota Statutes § 177.43, Subd. 4.

## **ARTICLE 20 – DURATION**

### **Section 20.01 – Supplement to Statutes**

This Agreement serves as a supplement to the legislation (*Minnesota Statutes* (1974), Chapter 473, creating and directing the Employer. If any part of this Agreement is in conflict with such enabling statutes, the statute shall prevail. The Parties, on written notice, agree to negotiate that part in conflict so that it conforms to the statute.

#### **Section 20.02 – Mutual Agreement to Amend**

The Employer and the Union, for the duration of this Agreement, agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment whether specifically covered or not specifically covered by this Agreement, provided this Agreement shall be subject to change at any time by mutual consent of the parties hereto. Any change mutually agreed upon shall be reduced to writing and signed by the parties as an amendment to this Agreement.

#### **Section 20.03 – Savings Clause**

This Agreement is entered into with the intention that it in no way violates or is contrary to any state or federal statute. In the event any provision(s) of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The parties agree, upon written notice, to enter into negotiations to place the voided provision(s) of the Agreement in compliance with the statute.

#### **Section 20.04 – Complete Agreement**

The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement. Any and all prior Agreements, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment to the extent they are inconsistent with this Agreement are hereby superseded.

#### **Section 20.05 – Duration**

This Agreement shall take effect May 1, 2024, unless provided otherwise herein, and shall remain in effect until April 30, 2027, and continue in effect from year to year thereafter from May 1<sup>st</sup> through April 30<sup>th</sup> of each year unless changed or terminated in the manner provided herein.

Either party desiring to change this Agreement shall notify the other in writing at least ninety (90) calendar days prior to the expiration date of this Agreement. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice. Until a satisfactory conclusion is reached in the manner of such changes, the original provisions 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 20.06 – Mutual Pledge**

In consideration of the hours, wages, and conditions of employment established by this Agreement and in 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 the term of this Agreement the Union 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.

**Section 20.07 – Limited Re-Opener**

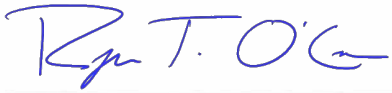
The parties agree that rule-making, regulations and guidance promulgated by the IRS, DOL and HHS under the Patient Protection and Affordable Care Act (“PPACA”), effective on or after January 1, 2013, may affect the Employer’s obligations. Accordingly, given this uncertainty, either party may re-open this Agreement after such changes are issued upon written notice given to the other party for the purpose of negotiating over the impact of PPACA compliance.

**SIGNATURE PAGE**

SIGNED this 7<sup>th</sup> day of October 2024, as the full and complete agreement of the parties and attested to by the signatures of the following representatives for the Employer and the Union:

FOR THE EMPLOYER:

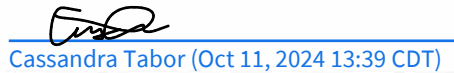
FOR THE UNION:



Ryan O'Connor  
Regional Administrator  
Metropolitan Council



Doug Suchanek  
Business Manager  
IBEW, Local No. 110



Cassandra Tabor  
Chief Human Resource Officer  
Metropolitan Council



Logan Beere  
President  
IBEW, Local No. 110



Alexis Baker  
Chief Negotiator  
Metropolitan Council

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**METROPOLITAN COUNCIL**

**And**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS,  
Local Union No. 110, AFL-CIO**

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**LETTER OF AGREEMENT**

The Metropolitan Council and the International Brotherhood of Electrical Workers, Local Union No. 110, AFL-CIO (hereinafter the *Employer* and the *Union*, respectively) are parties to a Labor Agreement (the *Agreement*) which is effective during the period May 1, 2024, through April 30, 2027. This Letter of Agreement outlines additional agreements reached by the parties during the course of the collective bargaining which resulted in the making of the Agreement and which the parties desire to confirm.

**LABOR-MANAGEMENT COMMITTEE**

The Employer and the Union form a Joint Labor-Management Committee for the continuing purpose of meeting and discussing matters of mutual interest and concern and those which are related to the productivity and efficiency with which the Employer operates. The committee shall be staffed by members appointed by both parties and it shall have no authority to change the provisions of the Agreement, engage in collective bargaining regarding the terms and conditions of employment for bargaining unit employees or be construed as a substitute for the grievance procedures of the Agreement. Both parties recognize a need for meeting to discuss business issues of mutual concern during the life of this Agreement.

**RANDOM DRUG AND ALCOHOL TESTING PROGRAM**

It is in the interest of the Union and the Employer to ensure a safe drug and alcohol free workplace. Therefore, the parties agree to implement a random drug and alcohol testing program for all Electricians.

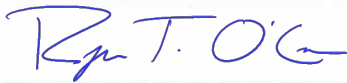
- Documented disciplinary actions surrounding positive drug and or alcohol test results will not be referred to after a four (4) year period, following the date of disciplinary action, if there are no further occurrences within that period.
- In the event the Employer proposes to modify the random drug and alcohol testing program for Electricians during the term of the current labor agreement for reasons other



than changes in federal and state requirements, the Employer agrees not to implement any change until the Union has mutually agreed to the proposed changes. The Union agrees to use binding arbitration as a means to resolve a policy change that is unacceptable to the Union.

- The random drug and alcohol testing program will be in accordance with Minnesota Statutes and Metropolitan Council Policies and Procedures. These policies are subject to state and federal regulation and may be modified during the term of this Agreement if such regulations are changed or modified.

**FOR THE EMPLOYER:**



10/11/2024

Ryan O'Connor  
Regional Administrator  
Metropolitan Council

Date

**FOR THE UNION:**



10/10/2024

Doug Suchanek  
Business Manager  
IBEW, Local No. 110

Date



Cassandra Tabor (Oct 11, 2024 13:39 CDT)

Cassandra Tabor  
Chief Human Resource Officer  
Metropolitan Council

Date



10/10/24

Logan Beebe  
President  
IBEW, Local No. 110

Date



Alexis Baker  
Chief Negotiator  
Metropolitan Council

Date

## APPENDIX A

BASIC WAGE RATES			Hourly Rates of Pay Effective		
Classification			May 1, 2024	May 1, 2025	May 1, 2026
General Lead Electrician			\$59.30		
Lead Electrician			\$57.41		
<b>Journey Electrician</b>			<b>\$53.91</b>		
Apprentice Electrician <sup>1</sup>					
1 <sup>st</sup> step	1600 hrs	45%	\$24.26		
2 <sup>nd</sup> step	1600 hrs	55%	\$29.65		
3 <sup>rd</sup> step	1600 hrs	60%	\$32.35		
4 <sup>th</sup> step	1600 hrs	75%	\$40.43		
5 <sup>th</sup> step	1600 hrs	85%	\$45.82		
<b>Fringe benefit fund contributions</b>					
Vacation and Holiday <sup>2</sup> (13%)			\$7.01		
Medical			\$13.36		
Local Defined Benefit Pension (11.163%)			\$5.60		
Local Supplemental Pension/Defined Contribution (8.530%)			\$5.55		
Retirement Medical Funding (5.244%)			\$2.49		
National Electrical Benefit fund (3%)			\$1.62		
Joint Apprenticeship Training Committee (JATC) (1.790%)			\$0.85		
Labor-Management Cooperative Committee (LMCC)			\$0.10		
<b>Subtotal Fringe Benefits</b>			<b>\$36.58</b>		
<b>Total Package</b>			<b>\$90.49</b>	<b>\$94.89</b>	<b>\$99.48</b>

<sup>1</sup> In percentages of Journey Electrician wage rate per hour.

<sup>2</sup> Taxable

Contributions to the Regular Vacation and Holiday Trust, the National Electrical Benefit Fund (N.E.B.F.), Retirement Medical Funding, JATC, and the Pension and Supplemental Pension Plans shall be made on the basis of gross labor payroll. All other contributions required in Appendix A shall be made on hours actually worked times the cents-per-hour figures indicated above.

<sup>3</sup> All wage & fringe adjustments shall be effective on the first day of the pay period beginning closest to May 1, other than premium pay rates as indicated below for Year 1.

Effective May 1, 2024, the total hourly package shall be increased by \$5.59 per hour to \$90.49.

Premium pay increase for Lead Electrician and General Lead Electrician shall be effective at the beginning of the first pay period after final contract ratification by all parties. Lead Electrician hourly premium rate shall be 6.5% of the Journey Electrician base wage rate and the General Lead Electrician premium hourly rate shall be 10.0% of the Journey Electrician base wage rate, each rounded to the nearest penny. These amounts will be \$3.50 per hour and \$5.39 per hour after final ratification in Year 1.

Effective May 1, 2025, the total hourly package shall be increased by \$4.40 per hour to \$94.89

Effective May 1, 2026, the total hourly package shall be increased by \$4.59 per hour to \$99.48

Prior to the effective dates of the general increases, the Union shall notify the Employer of the distribution of the total hourly package amount between base wage rate and fringe benefit funds as identified in Appendix A, not to exceed the total package amount.

A contribution of 2.61% of the Journey Electrician total package rate, rounded to the nearest penny, shall be made to the medical benefit for each actual hour worked by each Apprentice Electrician. This amount is \$2.36 per hour in Year 1, effective at the beginning of the first pay period after final contract ratification by all parties.