



MANA

Labor Agreement between the Metropolitan Council and Metropolitan Council Management Association

For the Period January 01, 2024 through December 31, 2026



Table of Contents

ARTICLE 1 – PREAMBLE	1
ARTICLE 2 – RECOGNITION	1
Section 2.01 – Recognition: Appropriate Unit	1
Section 2.02 – Amendments to Appropriate Unit.....	1
ARTICLE 3 – EMPLOYER RIGHTS.....	1
Section 3.01 – Obligation to Negotiate Acknowledged.....	1
Section 3.02 – Retained Rights	1
Section 3.03 – Extra Agreement Conditions.....	2
Section 3.04 – Rules, Regulations and Policies	2
ARTICLE 4 – ASSOCIATION RIGHTS.....	2
Section 4.01 – Association Representatives and Officers	2
Section 4.02 – Association Representatives	2
Section 4.03 – Association Dues Checkoff.....	2
Section 4.04 – Composition of Bargaining Unit.....	2
ARTICLE 5 – EMPLOYEE RIGHTS.....	3
Section 5.01 – Right to Elect or Decline Association Membership	3
Section 5.02 – Reprisals Prohibited.....	3
ARTICLE 6 – PROBATIONARY PERIODS.....	3
Section 6.01 – Initial Probationary Period.....	3
Section 6.02 – Probationary Period Upon Promotion or Transfer.....	3
ARTICLE 7 – HOURS OF WORK.....	4
Section 7.01 – Continuous Operation	4
Section 7.02 – Consecutive Hours	4
Section 7.03 – Normal Payroll Period	4
Section 7.04 – Normal Work Requirements	4
Section 7.05 – Emergencies.....	4
Section 7.06 – Notice of Absences	5
ARTICLE 8 – CLASSIFICATION SYSTEM	5
Section 8.01 – Job Classifications	5
Section 8.02 – Modification of Classifications.....	5
Section 8.03 – Working Out of Class	5
ARTICLE 9 – VACANCIES AND RECLASSIFICATION	6
Section 9.01 – Posting Vacancies	6

Section 9.02 – Reclassification	6
ARTICLE 10 – COMPENSATION	6
Section 10.01 – Job Classifications and Pay Grades	6
Section 10.02 – Pay Adjustments	6
Section 10.03 – General Increase (2024)	7
Section 10.04 – Step Movement (2024)	7
Section 10.05 – Compensation for Employees Between Step 9 and the Range Maximum (2024)	7
Section 10.06 – General Increase (2025)	7
Section 10.07 – Step Movement (2025)	7
Section 10.08 – Compensation for Employees Between Step 11 and the Range Maximum (2025)	7
Section 10.09 – General Increase (2026)	7
Section 10.10 – Step Movement (2026)	7
Section 10.11 – Compensation for Employees Between Step 11 and the Range Maximum (2026)	8
Section 10.12 – Performance Evaluation Appeals	8
Section 10.13 – Pay upon Promotion or Demotion	8
Section 10.14 – Minimum Salary Standards	8
Section 10.15 – Merit Program	9
ARTICLE 11 – HOLIDAYS	9
Section 11.01 – Designated Holidays	9
Section 11.02 – Pay for Working on a Holiday	9
Section 11.03 – Floating Holiday	9
Section 11.04 – Eligibility	9
ARTICLE 12 – ANNUAL LEAVE	10
Section 12.01 – Rate of Accrual	10
Section 12.02 – Accrual Rate Changes	10
Section 12.03 – Effective Date; Service Credit	10
Section 12.04 – Maximum Accumulation and Pay Upon Termination	10
Section 12.05 – Holidays	11
Section 12.06 – Minimum Use	11
Section 12.07 – Use of Annual Leave	11
Section 12.08 – Conversion of Vacation and Sick Leave	11
Section 12.09 – Records	12

Section 12.10 – Workers’ Compensation; Use of Annual Leave	12
Section 12.11 – Annual Leave Conversion.....	12
Section 12.12 – Annual Leave and Long-Term Disability Insurance Plan	13
ARTICLE 13 – LEAVES OF ABSENCE	13
Section 13.01 – Leaves with Pay	13
Section 13.02 – Leaves without Pay	14
Section 13.03 – Approval in Writing.....	15
Section 13.04 – No Compensation or Benefits	15
ARTICLE 14 – INCOME PROTECTION PLAN	15
Section 14.01 – Schedule of Benefits	16
Section 14.02 – Compensation Rate	16
Section 14.03 – Benefits During Salary Continuance	16
Section 14.04 – Workers’ Compensation	16
Section 14.05 – Return to Work	16
Section 14.06 – Frozen Supplemental Sick Leave Bank	17
ARTICLE 15 – INSURANCE AND RELATED BENEFITS	17
Section 15.01 – Insurance Coverage.....	17
Section 15.02 – Hospital – Medical Insurance	17
Section 15.03 – Life Insurance	18
Section 15.04 – Long Term Disability Insurance	18
Section 15.05 – Dental Insurance	18
Section 15.06 – Eligibility	19
Section 15.07 – Bus Pass and Ride Share Incentive Program	19
ARTICLE 16 – PART-TIME EMPLOYEES.....	19
Section 16.01 – Part-Time Employee	19
Section 16.02 – Eligibility	20
Section 16.03 – Hospital – Medical and Dental Insurance	20
Section 16.04 – Life Insurance	20
Section 16.05 – Long Term Disability Insurance	20
Section 16.06 – Holiday and Annual Leave	20
Section 16.07 – Income Protection Plan	20
ARTICLE 17 – DISCIPLINARY PROCEDURES.....	21
Section 17.01 – Discipline for Just Cause	21
Section 17.02 – Disciplinary Actions	21

Section 17.03 – Notification	21
Section 17.04 – Appeal to Grievance Procedure	21
ARTICLE 18 – GRIEVANCE PROCEDURE.....	21
Section 18.01 – Purpose.....	21
Section 18.02 – Association Representation.....	21
Section 18.03 – Grievance Avoidance Procedure.....	21
Section 18.04 – Grievance Procedure.....	22
Section 18.05 – Arbitration.....	22
Section 18.06 – Arbitrator’s Limitations	22
Section 18.07 – Arbitrator’s Fees	23
Section 18.08 – Time Limits.....	23
ARTICLE 19 – SAVINGS CLAUSE.....	23
ARTICLE 20 – RIGHT OF SUBCONTRACT	23
ARTICLE 21 – RETIREMENT	24
Section 21.01 – Pension Contributions.....	24
Section 21.02 – Continued Participation in Hospital-Medical Insurance Program	24
Section 21.03 – Retirement Celebration	25
Section 21.04 – Health Care Savings Plan.....	25
Section 21.05 – Deferred Compensation Plan	25
ARTICLE 22 – NON-DISCRIMINATION	26
Section 22.01 – Discrimination Prohibited.....	26
Section 22.02 – ADA/Reasonable Accommodation.....	26
ARTICLE 23 – SEVERANCE PAY	26
ARTICLE 24 – DURATION AND PLEDGE.....	26
Section 24.01 – Term of Agreement.....	26
Section 24.02 – Notice of Change or Termination	26
Section 24.03 – Complete Agreement	27
Section 24.04 – Mutual Agreement to Amend	27
Section 24.05 – Strikes and Lockouts Prohibited	27
SIGNATURE PAGE	28
APPENDIX A – JOB CLASSIFICATIONS AND PAY GRADES	29
APPENDIX A1 – COMPENSATION STRUCTURE 2024	31
APPENDIX A2 – COMPENSATION STRUCTURE 2025	32
APPENDIX A3 – COMPENSATION STRUCTURE 2026	33

LETTER OF AGREEMENT	34
LETTER OF AGREEMENT	36

ARTICLE 1 – PREAMBLE

THIS AGREEMENT entered into by the Metropolitan Council, hereinafter referred to as the *Employer*, and the Metropolitan Council Management Association, hereinafter referred to as the *Association*, has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences concerning the application or interpretation of this Agreement; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2 – RECOGNITION

Section 2.01 – Recognition: Appropriate Unit

The Employer recognizes the Association as the exclusive representative of all its supervisory employees who are *public employees* within the meaning of *Minnesota Statutes* § 179A.03, Subd. 14 but *excluding* those who *create policy and direction* for the Employer as that phrase has meaning in BMS Case No. 88-PR-2664 [Metropolitan Waste Control Commission Management Association and Metropolitan Waste Control Commission (1989); *unclassified employees* within the meaning of *Minnesota Statutes* Chapter 352D.02, Subd. 5; *confidential employees* within the meaning of *Minnesota Statutes* § 179A.03, Subd. 4; and those who are organizationally situated in the Employer’s Transit Operations Division. The job classification titles of those employees within the scope of the Association’s bargaining unit are set forth in Appendix “A” of this Agreement.

Section 2.02 – Amendments to Appropriate Unit

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

ARTICLE 3 – EMPLOYER RIGHTS

Section 3.01 – Obligation to Negotiate Acknowledged

In accordance with the provisions of *Minnesota Statutes* § 179A.07, the parties acknowledge that the Employer has met its obligation to meet and negotiate in good faith with the Association respecting matters of wages and other terms and conditions of employment by entering into this Agreement and that matters of inherent managerial policy, as defined therein, are not subject to negotiations between the parties to this Agreement.

Section 3.02 – Retained Rights

The parties also acknowledge that the Employer has retained the right to operate and manage its affairs in all respects in accordance with applicable law and the regulations of state and federal regulatory agencies. All rights, authority and prerogatives which have not been expressly

abridged, delegated or modified by the clear provisions of this Agreement are retained by the Employer.

Section 3.03 – Extra Agreement Conditions

It is further agreed that any term or condition of employment which has not been established by the express terms and provisions of this Agreement may be established, modified, altered or eliminated by the Employer's Regional Administrator or its governing body following discussions with the Association.

Section 3.04 – Rules, Regulations and Policies

The Employer shall have the right to establish reasonable job-related rules, regulations and policies which do not conflict with the provisions of this Agreement. Bargaining unit employees shall be advised of such rules, regulations or policies prior to the implementation or enforcement thereof.

ARTICLE 4 – ASSOCIATION RIGHTS

Section 4.01 – Association Representatives and Officers

The Association may designate certain employees from within the bargaining unit to act as the Association's representative and/or officer. The Association shall notify the Employer in writing of employees so designated and of changes in such designation. Employees so designated shall be recognized by the Employer as duly authorized representatives of the Association.

Section 4.02 – Association Representatives

Upon notification to and with the approval of an authorized manager in charge of a facility or work area, the Association's representative shall be permitted to enter the facilities of the Employer to conduct official Association business provided such representative does not interfere with the Employer's operation or the work performance of the Employer's employees.

Section 4.03 – Association Dues Checkoff

Subd. 1. Deductions of Dues; Remittance – The Employer shall deduct from the salary of employees who authorize such a deduction in writing an amount necessary to cover Association dues per pay period, assessments and initiation fees. Monies so deducted shall be remitted promptly as directed by the Association.

Subd. 2. No Liability – The Association shall not make any claims against the Employer in response to the Employer's failure to deduct dues or fees if such failure is attributable to administrative error or an employee's absence from the active payroll.

Section 4.04 – Composition of Bargaining Unit

The Employer shall promptly notify the Association of the names, addresses, job classifications and rates of pay for all new employees covered by this Agreement. Lists of all bargaining unit members shall be prepared at the reasonable request of the Association.

ARTICLE 5 – EMPLOYEE RIGHTS

Section 5.01 – Right to Elect or Decline Association Membership

Employees shall have the right, freely and without fear of penalty or reprisal by the Employer, to join and participate in the Association or to refrain from such activity without fear of reprisal or threat from the Association or its members.

Section 5.02 – Reprisals Prohibited

Employees choosing to participate in the internal affairs of the Association as an officer, representative, or in other capacities, may do so without fear of reprisal by the Employer for 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 6 – PROBATIONARY PERIODS

Section 6.01 – Initial Probationary Period

All personnel originally hired, or rehired following separation, to regular employment status shall serve an initial probationary period of six (6) continuous months of work during which time the employee shall demonstrate fitness and ability to perform the job classification's duties and responsibilities.

At any time during the initial probationary period, an employee may be terminated at the discretion of the Employer. An employee terminated during the initial probationary period shall receive a written notice of termination. Termination of employment during the initial probationary period shall not be subject to the dispute resolution provisions of this Agreement.

Section 6.02 – Probationary Period Upon Promotion or Transfer

All personnel promoted or transferred to a new job classification shall serve a probationary period of six (6) continuous months of work. During the probationary period upon promotion or transfer, employees may, upon written notice from the Employer, be returned to their previously held job classification at the sole discretion of the Employer. Such actions shall not be regarded as disciplinary in nature and are not subject to review under the grievance or arbitration provisions of this Agreement. While bargaining unit employees serving probationary periods upon promotion or transfer may be disciplined or discharged for just cause within the meaning of Article 17.01 (*Discipline for Just Cause*) of this Agreement, their employment may not be terminated for the unsatisfactory performance of job duties and/or responsibilities in the new position which does not constitute misconduct.

ARTICLE 7 – HOURS OF WORK

Section 7.01 – Continuous Operation

The Association recognizes the continuous nature of the Employer's operation and the necessity to schedule hours of work for employees to meet the continuous nature of such operation.

Section 7.02 – Consecutive Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid lunch periods if free from work. Each work shift shall include two (2) rest periods of fifteen (15) minutes each which shall be included in work time. There shall be no split shifts assigned or required except as mutually agreed to by the involved employee(s) and the Employer. Regularly scheduled days off shall normally be consecutive.

Section 7.03 – Normal Payroll Period

The normal payroll period shall be two (2) weeks in duration.

Section 7.04 – Normal Work Requirements

Subd. 1. General – Due to the nature of their work, supervisors may be required to work irregular hours and work on holidays and weekends. Maintaining consistent starting and quitting times and scheduling specific numbers of hours worked in any day or week may therefore be impossible. Insofar as practicable, and without reducing the efficiency of work performance, supervisors are expected to complete normal routine work assignments within a normal work day and week, but some work requirements may result in hours of work in excess of their normally scheduled work hours per day or week. Such work time requirements are considered an integral part of the job.

Subd. 2. Excessive Work Requirements – While all bargaining unit employees are exempt from the overtime pay provisions of the federal *Fair Labor Standards Act* and similar state legislation, the following compensation provisions of this Agreement shall be observed:

- a. When extended periods of excessive work hours are required, employees may receive additional compensation or work schedule adjustments as may be approved by the Employer's Division Director or General Manager or their designee;
- b. When employees are specifically directed by their supervisor to be present at work on their regularly scheduled days off, they shall receive additional compensation at their regular salary rate in proportion to the time so worked or, at their option, they shall be granted corresponding time off with pay at some other time. Such employees may accumulate up to eighty (80) hours of compensatory time.

Section 7.05 – Emergencies

In the event of emergencies arising from the operation of the Employer's facilities, nothing herein shall prohibit the Employer from establishing a workday or workweek necessary to meet the emergency. While no advance notice is required, the Employer shall attempt to provide as

much advance notification to involved employees as is possible and practical under such emergency conditions.

Section 7.06 – Notice of Absences

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

ARTICLE 8 – CLASSIFICATION SYSTEM

Section 8.01 – Job Classifications

All employees shall be assigned to specific positions within job classifications. Each job classification and position shall have a title, a written description of responsibilities and duties, a pay grade assignment, and a statement of minimum hiring requirements. Employees, upon request, shall be provided a copy of such written description of duties and responsibilities for their job classification and/or position.

Section 8.02 – Modification of Classifications

The Employer retains the sole right to modify or eliminate existing job classifications or create new job classifications. In the event the Employer substantially modifies the character and/or content of an existing job classification or position, or establishes a new job classification within the bargaining unit during the life of this Agreement, the classification shall be evaluated in a manner consistent with the provisions of the Employer's job evaluation procedure. Pay grade assignments shall be negotiated with the Association. The Employer shall meet and confer with the Association on the development or selection of a job evaluation system different from the system which was in effect at the time this Agreement was made.

Section 8.03 – Working Out of Class

Employees who are temporarily assigned to perform substantially all the duties of a position in a higher pay grade that is expected to last for more than thirty calendar days will receive a temporary salary increase of a minimum of seven percent (7%) to a maximum of ten percent (10%), or the minimum of the new salary range, whichever is greater from the first day of the assignment. If an employee initially is assigned to work in a position in a higher pay grade that was expected to last fewer than thirty calendar days, but then due to a change in circumstances lasted more than thirty days, that employee will receive the temporary salary increase retroactively to the first day the employee worked in the out of classification position.

Employees must be placed on an identified step, unless the promotion results in a salary rate falling within the performance range of the new salary range. Any salary increases due to the employee during the temporary assignment shall be based upon their regular assigned position. In the event a temporary assignment exceeds one hundred eighty (180) days, and upon the request of the Association, the employer shall meet and confer with the Association to explain the need for the assignment.

Section 8.04 – Post-Retirement Option

The Employer will meet and confer with the Association prior to returning a retiree to employment to perform bargaining unit work pursuant to a Post-Retirement Option (PRO) Agreement. The Employer will also meet and confer with the Association about the implementation of a PRO Agreement every six (6) months during the term of each PRO Assignment.

The Employer and the Association agree that PRO Agreements are intended to provide short-term training, mentorship, or the opportunity to complete finite projects. PRO Agreements will not be utilized as a long-term substitution for filling vacant positions.

ARTICLE 9 – VACANCIES AND RECLASSIFICATION

Section 9.01 – Posting Vacancies

Positions which become vacant because of separation from employment, a promotion, or the creation of a new job classification, and which the employer intends to fill, shall normally be posted for ten (10) working days. Posted vacancies not filled within one hundred eighty (180) calendar days from the date of the original posting will be reposted unless the Employer determines not to fill the vacancy. Nothing in this Agreement shall be construed to require posting in connection with the assignment or reassignment of bargaining unit employees to geographic work locations or work schedules. The Employer shall meet and confer with the Association prior to filling any bargaining unit position which has not been posted.

Section 9.02 – Reclassification

When a position is reclassified as a result of gradual changes over a period of time in the character and/or content of a position or job classification, no vacancy shall be deemed to have been created. Upon reclassification, the incumbent employee(s) shall be appointed to the reclassified position and/or job classification.

ARTICLE 10 – COMPENSATION

Section 10.01 – Job Classifications and Pay Grades

Job classifications shall be assigned to a pay grade based upon the job classification's duties, responsibilities, difficulty, and minimum hiring requirements. Pay grade assignments for the job classifications covered by this Agreement, along with each grade's annual salary range for the duration of this Agreement, are set forth in Appendices A through A2 of this Agreement.

Section 10.02 – Pay Adjustments

Employees shall be paid pursuant to the pay grids contained in Appendices A1 and A2 ("Pay Grid(s)"). Employees will be assigned Pay Grades as described in Appendix A.

Section 10.03 – General Increase (2024)

Effective the first payroll period immediately following January 1, 2024 (January 6, 2024), there will be a five and one-half percent (5.5%) general increase to all steps and Range Maximums in the Pay Grid and to all employees' current rate of pay.

Section 10.04 – Step Movement (2024)

Employees on Step 1 through 8 in Appendix A1 will be eligible to move up one step in their Pay Grade effective on the first day of the pay period immediately following January 1, 2024 (January 6, 2024). To receive this increase, the employee must have received a performance rating of "met expectations" or better on their 2023 performance review.

Section 10.05 – Compensation for Employees Between Step 9 and the Range Maximum (2024)

Employees at Step 9 or in the Performance Range will be eligible for a two and one-half percent (2.5%) performance increase effective on the first day of the pay period immediately following January 1, 2024 (January 6, 2024).

To receive a performance increase the employee must have received a performance rating of "met expectations" or better on their 2023 performance review.

Section 10.06 – General Increase (2025)

Effective the first payroll period immediately following January 1, 2025 (January 4, 2025), there will be a four and one-half (4.5%) percent general increase to all steps and Range Maximums in the Pay Grid and to all employees' rate of pay.

Section 10.07 – Step Movement (2025)

Employees on Step 1 through 10 in Appendix A2 will be eligible to move up one step in their Pay Grade effective on the first day of the pay period immediately following January 1, 2025 (January 4, 2025). To receive this increase, the employee must have received a performance rating of "met expectations" or better on their 2024 performance review.

Section 10.08 – Compensation for Employees Between Step 11 and the Range Maximum (2025)

Employees at step 11 or in the Performance Range will be eligible for a two and one-half percent (2.5%) performance increase effective on the first day of the pay period immediately following January 1, 2025 (January 4, 2025). To receive a performance increase, the employee must have received a performance rating of "met expectations" or better on their 2024 performance review.

Section 10.09 – General Increase (2026)

Effective the first payroll period immediately following January 1, 2026 (January 3, 2026), there will be a three percent (3.0%) general increase to all steps and Range Maximums in the Pay Grid and to all employees' rate of pay.

Section 10.10 – Step Movement (2026)

Employees on Step 1 through 10 in Appendix A2 will be eligible to move up one step in their Pay Grade effective on the first day of the pay period immediately following January 1, 2026

(January 3, 2026). To receive this increase, the employee must have received a performance rating of “met expectations” or better on their 2025 performance review.

Section 10.11 – Compensation for Employees Between Step 11 and the Range Maximum (2026)

Employees at step 11 or in the Performance Range will be eligible for a two and one-half percent (2.5%) performance increase effective on the first day of the pay period immediately following January 1, 2026 (January 3, 2026). To receive a performance increase, the employee must have received a performance rating of “met expectations” or better on their 2025 performance review.

Section 10.12 – Performance Evaluation Appeals

Performance evaluations and the application of job performance pay increments to individual employee rates of pay shall not be subject to the grievance or arbitration provisions of this Agreement. In the event an employee disagrees with the performance evaluation, the employee may appeal the matter to the Chief Human Resources Officer or designee within the Human Resources Department. The appeal will include a meeting between the employee and the Chief Human Resources Officer or designee within the Human Resources Department.

Section 10.13 – Pay upon Promotion or Demotion

Demotions which are disciplinary (for cause or for performance related reasons) shall result in a salary reduction which is the minimum of seven percent (7%) not to exceed ten percent (10%), not to exceed the maximum of the new Pay Grade. Employees must be placed on an identified step, unless the demotion results in a salary rate which exceeds the highest step in the new Pay Grade.

New employees who are not in their probationary period during the first payroll period in January shall be eligible for a step/performance adjustment at the beginning of the first payroll period immediately following January 1st following the successful completion of probation. New employees hired after July 1st shall receive a step/performance adjustment upon successful completion of their probationary period at the beginning of the payroll period following the successful completion of their probationary period.

Employees promoted or transferred and who are not in their probationary period during the first pay period in January shall be eligible for a step/performance adjustment at the beginning of the first payroll period immediately following January 1st following the successful completion of probation. Employees promoted or transferred after July 1st shall receive a step/performance adjustment upon successful completion of their probationary period at the beginning of the payroll period following the successful completion of their probationary period. See also Section 10.14.

Section 10.14 – Minimum Salary Standards

The provisions of this Article shall be considered by the Parties to express the minimum standards applicable to bargaining unit employees. In the event the Employer, in its sole discretion, acts to increase an employee’s salary to levels above such minimum standards, such shall not be considered to be a violation of this Agreement.

Section 10.15 – Merit Program

The Employer reserves the right at its sole discretion to award compensation in the form of merit awards in increments of \$500.00 to a maximum of \$1,000 per employee per year. Merit awards shall be paid in a lump sum.

ARTICLE 11 – HOLIDAYS

Section 11.01 – Designated Holidays

The following thirteen (13) days shall be recognized as *holidays* for purposes of this Agreement:

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
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Friday Following Fourth Thursday in November
Christmas Day	December 25
Floating Holidays (2)	As Scheduled

Section 11.02 – Pay for Working on a Holiday

When an employee is required by the Employer to work on a fixed holiday, the employee shall receive another day off with pay to be mutually agreed upon and scheduled by the employee and their manager. In addition, the employee shall be paid at the rate of one and one-half (1 1/2) times the employee's regular base rate of pay for holiday hours worked.

Subd. 1. Saturday and Sunday Observance – When New Year's Day, Juneteenth, Independence Day, Veteran's Day or Christmas Day falls on a Sunday, the following Monday shall be considered the designated holiday. When any of these five (5) holidays fall on a Saturday, the preceding Friday shall be considered the designated holiday.

Subd. 2. Days of Observance – All other days recognized by this Agreement as holidays shall be observed on their actual day of occurrence.

Section 11.03 – Floating Holiday

Regular employees shall receive two (2) personally scheduled holidays, referred to as floating holidays, each calendar year. Such days shall be scheduled in advance with the employee's supervisor. Floating holidays may not be accumulated from year to year.

Section 11.04 – Eligibility

Employees must be in active paid employment status on the days recognized by this Agreement as holidays to be eligible for holiday pay.

ARTICLE 12 – ANNUAL LEAVE

Section 12.01 – Rate of Accrual

Regular employees shall earn annual leave with pay in accordance with the following schedule:

<u>Service Requirement</u>	<u>Annual Leave Benefit</u>
During the first 2 years of total employment (approx. 52 payroll periods).	5 working hours per payroll period
During the 3 rd year of total employment (approx. 53 to 78 payroll periods).	6 working hours per payroll period.
After 3 years and through 6 years of total employment (approx. 79 to 156 payroll periods).	8 working hours per payroll period.
After 6 years through 12 years of total employment (approx. 157 to 312 payroll periods).	9 working hours per payroll period.
After 12 through 20 years of total employment (approx. 313 payroll periods).	10 working hours per payroll period.
After 20 years through 25 years of total employment	11 working hours per payroll period
At the beginning of 26 years of total employment	12 working hours per pay period

Section 12.02 – Accrual Rate Changes

Changes in the accrual rate of annual leave shall be made effective at the beginning of the payroll period following completion of the specified amount of service.

Section 12.03 – Effective Date; Service Credit

Employees hired in a given year shall not accrue annual leave during the remainder of that year. Instead, such employees shall receive an annual leave bank as of their first day of employment prorated to the number of pay periods for the remainder of that calendar year.

Annual leave accrual shall begin on January 1 of the year following their first date of employment. For purposes of this Article, employees shall be considered to have completed a payroll period upon being recorded in pay status for fifty percent (50%) or more of the hours in the involved payroll period. Time off the payroll due to layoffs 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, determine the years of service credit for a newly hired employee.

Section 12.04 – Maximum Accumulation and Pay Upon Termination

Employees may accumulate unused annual leave to a maximum of one thousand forty (1,040) hours. That is, accrual balances must be at or below the maximum by December 31 of each year.

Annual leave balances which were greater than one thousand forty (1,040) hours on October 1, 1997 shall be observed as the affected individual employee's maximum annual leave accumulation for all purposes. Employees whose employment terminates for any reason shall be compensated for their accumulated annual leave at the rate of pay in effect at the time their employment terminates subject to the limitations set forth herein and any applicable statutory provision. The maximum accumulation provisions of this section may be temporarily waived by an employee's Division Director or General Manager where the employee's reasonable request to use annual leave was denied.

Section 12.05 – Holidays

Designated holidays which fall during a period of an employee's annual leave shall not be counted as a day of annual leave.

Section 12.06 – Minimum Use

Annual leave shall be charged as approved and used in amounts of not less than one (1) hour.

Section 12.07 – Use of Annual Leave

An employee may utilize accumulated annual leave on the basis of request and approval by the employee's immediate supervisor or an authorized representative.

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

Subd. 2. Unauthorized Use – Employees failing to give proper notification to their immediate supervisor or an authorized representative of an intended absence within the provisions of this Article shall waive any benefit provided by this Article and in addition may be subject to discipline.

Section 12.08 – Conversion of Vacation and Sick Leave

Employees 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 and Sick Leave – As of the beginning of the first full payroll period of coverage under this Agreement, an employee's unused accumulated balances of vacation and sick leave, if previously applicable, shall be converted to annual leave in accordance with the provisions of the labor agreement or policy previously governing the payment of such benefits as severance.

Subd. 2. Accumulated Annual Leave – As of the beginning of the first full payroll period of coverage under this Agreement, an employee's unused accumulated balance of annual leave, if previously applicable, shall be transferred in addition to any frozen sick leave or sick leave supplement balance previously recorded pursuant to an earlier conversion.

Section 12.09 – Records

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

Section 12.10 – Workers' Compensation; Use of Annual Leave

Subd. 1. Annual Leave Election – Employees injured in work-related accidents and who are eligible for workers' compensation benefits shall be afforded the opportunity to elect whether they wish to use accumulated annual leave. They may elect to use all or any part of this credit provided that such use in combination with workers' compensation does not result in a total weekly gross rate of compensation that exceeds the weekly wage of the employee at the time of the injury. A form will be provided for this decision. Should an employee be unable to make this election, the employee's spouse or legal representative shall be consulted and the spouse's or legal representative's decision accepted.

Subd. 2. Use of Accumulated Annual Leave – Should the election be made to use all or part of the employee's accumulated annual leave, the employee shall remain in a payroll status until the expiration of such accumulated credit.

Subd. 3. Exhaustion of Benefits – When accumulated annual leave which an injured employee has elected to use has been exhausted, the employee shall receive only the workers' compensation benefit until the employee returns to work or until disposition of the claim is finalized.

Subd. 4. Election Declined – Employees electing not to use accumulated annual leave will receive only the workers' compensation benefit payments.

Subd. 5. Reconsideration – Reconsideration of an injured employee's election regarding the use or non-use of accumulated annual leave will be permitted subject to the approval of the employee's Division Director or General Manager.

Section 12.11 – Annual Leave Conversion

Anytime during each calendar year of this Agreement, an employee may declare their intent to defer annual leave time to a deferred compensation account to the maximum allowed by law. Conversions must not cause an employee's balance to go below two hundred (200) hours at the time of actual conversion.

Requests for conversions must be submitted in writing. Contributions to deferred compensation accounts made under this provision are subject to all rules and regulations of the deferred compensation plans.

Employees currently with caps in excess of one thousand forty (1,040) hours will reduce their caps by the number of hours used or deferred only if they exercise their option under this Section until such time as those amounts are reduced to one thousand forty (1,040) hours. Employees with caps in excess of one thousand forty (1,040) hours who do not choose to defer leave into a deferred compensation account as per this Section will be allowed to maintain their caps at their current levels.

Section 12.12 – Annual Leave and Long-Term Disability Insurance Plan

Employees shall not be required to reduce their annual leave accruals below forty (40) hours during the period in which the employee is receiving benefits under the Long-Term Disability Insurance Plan.

ARTICLE 13 – LEAVES OF ABSENCE

Section 13.01 – Leaves with Pay

Subd. 1. Military Reserve Leave – Regular employees and probationary status employees who are members of any reserve component of the armed forces of the State of Minnesota or the United States shall be granted a leave of absence with pay not to exceed fifteen (15) working days in any calendar year. Leave will be granted upon the presentation of military orders by the employee. During such leave, the employee shall be considered in a payroll status for the purpose of compensation, seniority, and benefits as established by this Agreement.

Subd. 2. Court Duty – Regular employees and probationary status employees subpoenaed as a witness or called and selected for jury duty shall receive their regular daily compensation.

Subd. 3. Administrative Leave – Administrative leave with full or partial pay may be requested by regular employees for the purpose of attendance at professional meetings, comparable activities, or other approved purposes. Such leave may be requested by the employee and shall be subject to the approval of the Employer's General Manager and the Regional Administrator or their designee.

Subd. 4. Bone Marrow Donor Leave – Pursuant to applicable Minnesota statutes, employees 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 one (1) full workweek unless agreed to by the Employer in its sole discretion.

Subd. 5. 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, stillborn child, stepchild, brother, sister, son or daughter-in-law, brother or sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, or other persons in the employee's household. Upon request and with approval of the Employer, an additional two (2) days of bereavement leave without pay or through the use of annual leave may be granted for any of the above relatives.

Subd. 6. Paid Parental Leave – Employees are determined to be eligible for Paid Parental Leave (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.

Use of PPL must occur within twelve (12) 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 Leave Procedure outlines the purpose, procedures, definitions, roles, and responsibilities.

Subd. 7. National Guard and Reserves: Differential Pay Program upon Activation – The parties will enter into a letter of agreement regarding the Metropolitan Council's participation in the state program "National Guard and Reserves: Differential Pay Program upon Activation." The letter of agreement will state that the parties will meet and confer in 2021 to provide for MANA input into the policy concerning the Council's participation in the state program.

Section 13.02 – Leaves without Pay

Subd. 1. Military Leaves of Absence – Regular employees and probationary employees shall be entitled to military leave of absence without pay for service in the armed forces of the United States or Minnesota and to reinstatement at the expiration of such leave. Such leave shall be authorized only in cases where the employee has been officially called to active duty in the military service and shall continue until the employee is relieved from active duty.

Subd. 2. Parental Leave – Employees not eligible for Paid Parental Leave shall be entitled to a parental leave of absence without pay consistent with Minnesota statutes. Any approved paid leave of absence will run concurrent with any unpaid leave of absence.

Subd. 3. Family and Medical Leave – Employees will be granted leaves of absence in accordance with the Family and Medical Leave Act. Employees shall not be required to reduce their annual leave accruals below forty (40) hours while on leaves of absence under the Act.

Subd. 4. Association Leave – Regular employees who are (1) elected or appointed full-time representatives of the Association, or who are (2) elected or appointed by the Association to perform temporary duties for the Association shall be granted a leave of absence without pay

in accordance with the provisions of *Minnesota Statutes* § 179A.07, Subd. 6, provided that the granting of such leave under (2), herein, does not adversely affect the operations of the Employer.

Subd. 5. School Conference and Activities Leave – Leaves of absence without pay of up to a total of sixteen (16) hours during any twelve (12) month period for the purpose of attending school, pre-school or childcare provider conferences and classroom activities of the employee's child shall be granted provided such conferences and classroom activities cannot be scheduled during non-work hours. When the need for the leave is foreseeable, the employee shall provide reasonable prior notice of the leave to their immediate supervisor and shall make a reasonable effort to schedule the leave so as not to disrupt the operations of the Employer. Employees may use accumulated annual leave benefits for the duration of such leaves.

Subd. 6. Other Leaves without Pay – Regular employees may be allowed to be absent from duty without pay on the basis of individual application and subject to the approval of the Employer's Regional Administrator or their designee. Regular employees shall not be required to reduce their annual leave accruals below forty (40) hours prior to taking approved leave without pay.

Section 13.03 – Approval in Writing

Approved leaves of absence will be placed in writing and signed by both the employee and the Employer. The leave shall include conditions and reinstatement rights, if any.

Section 13.04 – No Compensation or Benefits

During periods of leave without pay, employees shall not accrue or earn any benefit, term, or condition of employment.

ARTICLE 14 – INCOME PROTECTION PLAN

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 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 supplemental sick leave prior to the beginning of long-term disability benefits (Section 15.04 – 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 14.01 – Schedule of Benefits

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

Following the first five (5) consecutive workdays of an absence, Salary Continuance shall be in accordance with the following schedule:

SALARY CONTINUANCE SCHEDULE

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

Section 14.02 – 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 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 14.03 – Benefits During Salary Continuance

Except as provided for in Section 14.02 above, employees may not use any other paid time off benefit described elsewhere in this Agreement. 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 14.04 – 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 14.05 – 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

* The *Benefit Level* applicable to eligible employees shall be that which is most closely associated with their continuous years of service with the Metropolitan Council and any of its predecessor employers including any service credit granted pursuant to the provisions of Section 12.03 (*Effective Date; Service Credit*) of this Agreement in consideration of pre-employment work experience.

(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. Regular employees shall not be required to reduce their annual leave accruals below forty (40) hours upon commencement of Salary Continuation under the Income Protection Plan.

Section 14.06 – 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 (5) workdays of illness or injury that extends into Salary Continuance.

ARTICLE 15 – INSURANCE AND RELATED BENEFITS

Section 15.01 – Insurance Coverage

The Employer shall maintain an insurance program consisting of hospital-medical, life, long term disability and dental insurance benefits for all eligible employees. While the provisions of this Article describe the insurance benefits which were in effect at the time this Agreement was made, the Employer reserves the right to change carriers, providers and policies provided the benefits which were in effect at the time this Agreement was made are, on balance, maintained at comparable levels. The contracts between the Employer and the various insurance carriers or providers, and not this Agreement, shall govern all questions associated with claims, benefits and eligibility.

Section 15.02 – Hospital – Medical Insurance

The hospital – medical insurance and/or HMO plan(s) offered by the Employer shall consist of benefits and conditions as established by the contract between the Employer and the selected insurance carrier and/or HMO provider. Required insurance and/or HMO premiums for all employees shall be paid in accordance with the following provisions. Employer contributions will not exceed actual premiums.

The Metropolitan Council shall offer a high deductible health plan coupled with a Health Reimbursement Arrangement, referred to as the Metropolitan Council HRA Plan. The monthly employer contributions shown below for the HRA Plan does not include the annual HRA contribution which is \$1,375 per year for single and \$2,750 per year for family insurance.

Subd. 1. 2024 HEALTH INSURANCE EMPLOYEE CONTRIBUTIONS:

Effective January 1, 2024, the employee contribution for health insurance coverage shall be:

Distinctions III SINGLE	Distinctions III FAMILY	HRA SINGLE	HRA FAMILY
86.00	564.00	42.00	382.00

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

Employee Contributions for Full-Time Employees in 2018 and thereafter – In 2018 and each year thereafter in which the total premium for medical insurance 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. 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. 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 15.03 – Life Insurance

The life insurance coverage provided by the Employer shall consist of benefits and contributions established by the contract between the Employer and the insurance carrier.

Subd. 1. Insurance Amount; Premiums – The Employer shall pay the monthly premium cost of term life insurance in an amount equal to two times the employee's annual salary to a maximum of one hundred thousand dollars (\$100,000), including accidental death and dismemberment insurance as established by the insurance carrier. Actual insurance amounts shall be established by each employee's annual base salary rounded to the next higher one thousand-dollar (\$1,000.00) level.

Subd. 2. Additional Insurance – Employees may purchase additional life insurance for themselves and/or for their dependents as established by the contract between the Employer and the insurance carrier provided the carrier extends such optional benefits.

Section 15.04 – Long Term Disability Insurance

The long-term disability coverage provided by the Employer shall consist of benefits and conditions as established by the contract between the Employer and the insurance carrier. At the time this Agreement was made, such benefits and conditions were summarized as follows:

Waiting Period	90 Calendar Days
Benefit	2/3 of Salary to a Maximum of \$5,000 per month
Benefits Payable	To Age 65

The Employer shall pay the monthly premium cost of the long-term disability insurance benefit.

Section 15.05 – Dental Insurance

The dental insurance coverage provided by the Employer shall consist of benefits and conditions as established by the contract between the Employer and the insurance carrier. Payments required by the provisions of this Section shall be handled by authorized payroll deduction for employees in pay status. Employer contributions will not exceed actual premiums.

Subd. 1. 2024 Contributions – Effective January 1, 2024, the employee contribution for dental insurance coverage shall be:

Dental - Single	\$3.00
Dental - Family	\$20.00

Subd. 2. Employee Contributions for Full-Time Employees in years after 2017 – In 2018 and each year thereafter in which the total premium for dental insurance 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. 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 in the total premium over the prior year, the employee contribution, stated as a dollar amount, shall remain unchanged. 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 15.06 – Eligibility

Benefits provided under this Article shall be provided to regular full-time and probationary 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 provider. Except for inactivity caused by work-related illnesses or injuries and leaves of absence under the Family and Medical Leave Act, employees who are inactive and who are not receiving compensation, but whose employment status with the Employer has not terminated, shall be required to pay the full cost of the required premiums beginning with the first full month of inactivity in order to keep such coverages in effect.

Section 15.07 – Bus Pass and Ride Share Incentive Program

All current and all employees who retire after January 1, 2018 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 16 – PART-TIME EMPLOYEES

Section 16.01 – Part-Time Employee

A part-time employee is an employee who is regularly scheduled to work fewer than thirty-eight (38) hours per week.

Section 16.02 – Eligibility

A part-time employee who is regularly scheduled to work at least twenty (20) hours per week is eligible for holidays, annual leave, income protection and insurance benefits under this Agreement. A part-time employee who is regularly scheduled to work fewer than twenty (20) hours per week is not eligible for such benefits.

Section 16.03 – Hospital – Medical and Dental Insurance

The Employer's contribution for a part-time employee for Hospital-Medical and Dental Insurance, as described in Sections 15.02 and 15.05, is 75% of the Employer's contribution for a full-time employee (i.e. an employee who is regularly scheduled to work at least thirty-eight (38) hours per week).

Section 16.04 – Life Insurance

Eligible part-time employees are eligible for term life insurance as described in Section 15.03 subject to the same conditions as other employees. Annual salary of a part-time employee is the actual amount of the employee's base salary.

Section 16.05 – Long Term Disability Insurance

Eligible part-time employees are eligible for long-term disability insurance as described in Section 15.04 subject to the same conditions as other employees. "Salary" of a part-time employee is regularly scheduled monthly base salary.

Section 16.06 – Holiday and Annual Leave

Eligible part-time employees shall be paid for holidays as described in Article 11 and Annual Leave as described in Article 12 at benefits level as described in Section 16.03 above.

Section 16.07 – Income Protection Plan

The "schedule of benefits" and "request and verification" subdivisions which apply to full time employees shall not apply to eligible part-time employees. Instead, the following subsections shall apply:

Subd. 1. Schedule of Benefits – Compensation under the Income Protection Plan shall be in accordance with the following schedule:

SALARY CONTINUANCE SCHEDULE

Years of Service Credit	*Work Weeks at Full Salary	*Work Weeks at 60% Salary
0-5	5 weeks	7 weeks
6-10	10 weeks	2 weeks
11+	12 weeks	0 weeks

*The definition of the work week in this benefit schedule equals the regularly scheduled hours per week.

Subd. 2. Request and Verification – When an employee expects an absence due to illness or injury to extend beyond five (5) consecutive work days, the employee may immediately request Salary Continuance under the Income Protection Plan. The written request shall be accompanied by a written medical statement verifying the disability and expected length of disability.

ARTICLE 17 – DISCIPLINARY PROCEDURES

Section 17.01 – Discipline for Just Cause

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

Section 17.02 – Disciplinary Actions

Disciplinary actions shall include only reprimands, suspensions, demotions, and discharges.

Section 17.03 – Notification

Before performance evaluations or disciplinary actions are placed in the employee's personnel file, they shall be served upon the employee in writing. All materials in the employee's file shall be available for the employee's inspection. Copies of all written reprimands and written notices of suspension, demotions, or discharge shall also be forwarded to the Association.

Section 17.04 – Appeal to Grievance Procedure

Written reprimands, suspension, demotion and discharge of an employee are subject to review under the grievance procedure set forth elsewhere in this Agreement. Grievances associated with the discharge of an employee may be initiated at Step 2 of the procedure. Performance evaluations and work directives are not subject to review under the grievance procedure.

ARTICLE 18 – GRIEVANCE PROCEDURE

Section 18.01 – Purpose

The term *grievance* as used herein means a dispute concerning the proper application or interpretation of the provisions of this Agreement. The grievance procedure described herein is established for the purpose of resolving such disputes with equity and dispatch. The resolution of grievances in the manner hereinafter provided is considered by the Employer and the Association to be in the public interest.

Section 18.02 – Association Representation

Throughout the following grievance avoidance and grievance procedures, employees shall have the right to be accompanied and assisted by an Association representative.

Section 18.03 – Grievance Avoidance Procedure

Employees and their supervisors are expected to work cooperatively and constructively with one another to minimize the need to file grievances under this Agreement. Where an employee believes that the Employer may be improperly applying or interpreting the provisions of this

Agreement, the employee shall promptly discuss the matter with their immediate supervisor in an effort to resolve the matter informally.

Section 18.04 – Grievance Procedure

Grievances shall be resolved in conformance with the following procedure:

Step 1. Where the informal discussions between an employee and their supervisor do not resolve the employee's concern, the employee may file a grievance, which describes the alleged violation, the circumstances under which it occurred and the remedy requested. Grievances shall be referred to the employee's Assistant General Manager, Department or Office Director within twenty-one (21) calendar days after the alleged violation has occurred or within twenty-one (21) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the alleged violation. The employee's Assistant General Manager, Department or Office Director shall attempt to resolve the grievance directly or may delegate that responsibility to another manager or representative. Within fourteen (14) calendar days after receiving the grievance, the employee's Assistant General Manager, Department or Office Director shall reply in writing to the employee and the Association.

Step 2. If the Assistant General Manager, Department or Office Director's response to the grievance does not resolve the dispute, the Association may, within fourteen (14) calendar days of the date upon which the response was given, refer the grievance to the employee's General Manager or Division Director and shall provide a copy thereof to the Employer's Director of Human Resources. The employee's General Manager or Division Director shall attempt to resolve the grievance directly or may delegate that responsibility to another manager or representative. Within fourteen (14) calendar days after receiving the grievance, the employee's General Manager or Division Director shall reply in writing to the Association.

If the General Manager or Division Director's response does not resolve the dispute, the Association may refer the grievance to final and binding arbitration by giving written notice of the referral to the Employer's Director of Human Resources. Any grievance not referred in writing by the Association to arbitration within fourteen (14) calendar days (thirty (30) calendar days in discharge cases) following receipt of the Employer's response shall be considered waived.

Section 18.05 – Arbitration

If a grievance remains unresolved after operation of the grievance procedure described in Section 18.04 of this Agreement, and the Association has properly requested arbitration of the grievance, the matter shall be heard and decided by an arbitrator. If the parties fail to mutually agree upon an arbitrator, either party may request the Minnesota Bureau of Mediation Services to submit a panel of seven (7) arbitrators from which the arbitrator will be chosen.

Section 18.06 – Arbitrator's Limitations

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall be without power to make decisions contrary

to or inconsistent with, 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 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 the evidence and testimony presented. The decision of the Arbitrator shall be final and binding on the Employer, the Association and the employees.

Section 18.07 – Arbitrator's Fees

The fees and expenses for the Arbitrator's services and proceedings shall be borne equally by the Employer and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a transcript of the proceedings, it may cause such a record to be made by an independent court reporter providing it pays for the record and arranges for a copy of the transcript to be given to the Arbitrator. The other party may purchase a copy of the transcript at its own expense.

Section 18.08 – Time Limits

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 thereof, it shall be considered settled based on the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately 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 Association.

ARTICLE 19 – SAVINGS CLAUSE

In the event any provision of this Agreement is held contrary to 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 in compliance with the statute. The provisions herein shall also be observed where the parties mutually agree that the provisions of this Agreement come into conflict with new legislation and/or regulation.

ARTICLE 20 – RIGHT OF SUBCONTRACT

Nothing in this Agreement shall prohibit, limit, or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement. In the event the Employer determines to subcontract work being performed by employees covered by this Agreement, such subcontracting shall not cause a reduction in the number of employees covered by this Agreement at the time the work is subcontracted.

ARTICLE 21 – RETIREMENT

Section 21.01 – Pension Contributions

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

The Employer shall continue to make available the option to participate in the hospital-medical insurance program established by this Agreement for existing retirees and their dependents and regular employees who retire and their dependents, 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 total employment or an employee who retires prior to age sixty-five (65) and has at least twenty-five (25) years of total employment, shall continue to have insurance contributions made on their behalf in accordance with the provisions of Article 15 (*Insurance Benefits*), Section 15.02 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 total employment, shall be eligible to receive the sixty-five percent (65%) benefit as shown below.

2024 Contributions

	Total Premium	Retiree Contribution	Employer Contribution
Maximum			
Distinctions III Single	\$1,164.00	\$86.00	\$1,078.00
Distinctions III Family	\$2,903.00	\$564.00	\$2,339.00
Sixty Five Percent (65%) Benefit			
Distinctions III Single	\$1,164.00	\$463.30	\$700.70
Distinctions III Family	\$2,903.00	\$1,382.65	\$1,520.35

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 contribution is less, as established in subd. 1 of Section 21.02 for retirees 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 the dependent pays the full cost of the applicable monthly premium.
- iv Retirees or dependents of deceased retirees shall remit their portion of the monthly premium by the first day of the coverage month for which the payment is made.

- v Retiree hospital-medical insurance and health plan benefits under this Section shall be limited to those eligible bargaining unit employees of record on August 28, 1997 and those employees who transfer to a position within the scope and definition of the bargaining unit after August 28, 1997 where the employee was eligible for retiree health benefits at the time of the transfer or where the employee could have qualified for such benefits at any time thereafter in their previous position of employment with the Employer under the provisions of another applicable collective bargaining agreement or policy.

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 the insurance carrier. Retirees electing to participate shall pay the full cost of the applicable monthly premium.

Section 21.03 – 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 an on-site retirement reception, and time allowed during the normal lunch period for presentation and recognition of service (not to exceed \$100.00).

Section 21.04 – Health Care Savings Plan

MANA employees are eligible to participate in the Minnesota Post-Employment Health Care Savings Plan (HCSP) established under *Minnesota Statutes* §352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the Employer on behalf of the employee will be deposited into the employee's Post-Employment Health Care Savings Plan account every pay period. All employees shall contribute one percent (1.0%) of pay to their Health Care Savings Plan account.

On January 31 of each year, employees must convert twenty (20) hours of Annual Leave time to their Health Care Savings Plan account. Conversions must not cause an employee's Annual Leave balance to go below three hundred (300) hours at the time of conversion.

Employees shall convert twenty-five (25%) percent of their severance to the Health Care Savings Plan account.

Section 21.05 – Deferred Compensation Plan

Regular full-time employees may participate in the deferred compensation plan sponsored by the Employer under Section 457 of the IRS Code. The Employer shall not be required to make contribution to the plan on behalf of the participating employees.

ARTICLE 22 – NON-DISCRIMINATION

Section 22.01 – Discrimination Prohibited

There shall be no unlawful discrimination in employment at the Metropolitan Council. Employees will perform their duties and responsibilities in a non-discriminatory manner and will not unlawfully discriminate against other employees or members of the general public. The Association will work with the Employer in applying the provisions of the Agreement.

Section 22.02 – ADA/Reasonable Accommodation

Subd. 1. Purpose – The Employer and the Association 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 qualified job applicants in accordance with the provisions of the ADA.

Subd. 2. Process – Upon request, an employee seeking an accommodation shall be entitled to Association 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 modifications, job restructuring, scheduling modification, or job reassignment. The Employer agrees to meet and confer with the Association 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 to by both the Employer and the Association.

ARTICLE 23 – SEVERANCE PAY

Severance pay which includes the payment of accumulated annual leave shall in no event exceed an amount equivalent to one year's compensation as of the date of termination of employment.

ARTICLE 24 – DURATION AND PLEDGE

Section 24.01 – Term of Agreement

The terms of this Agreement shall take effect on January 1, 2024, and shall remain in effect through December 31, 2026, and shall continue from year to year thereafter from January 1 through December 31 of each year unless changed or terminated in the manner provided by this Article.

Section 24.02 – Notice of Change or Termination

Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) calendar days prior to the expiration date specified in Section 24.01 of this Article. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice. Until a satisfactory conclusion is reached concerning such changes, the

original provisions of this Agreement shall remain in full force and effect. Notice by either party of a desire to terminate this Agreement shall follow the same procedure as proposed change.

Section 24.03 – Complete Agreement

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 and completely set forth in this Agreement.

Section 24.04 – 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.

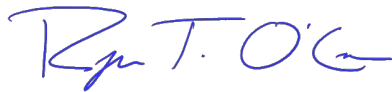
Section 24.05 – Strikes and Lockouts Prohibited

Employees covered by this Agreement may not legally strike during the term of this Agreement or otherwise. In consideration of the terms and provisions of this Agreement and its commitment to the peaceful resolution of disputes hereunder, the Employer shall not lock out employees covered by this Agreement in connection with any dispute with the Association or the employees it represents.

SIGNATURE PAGE

NOW, THEREFORE, the parties have caused this Agreement to be executed by their duly authorized representatives whose signatures appear below.

FOR THE EMPLOYER:



Ryan O'Connor
Regional Administrator

Date



Cassandra Tabor (Sep 30, 2024 14:23 CDT)

Cassandra Tabor
Chief Human Resource Officer

Date



Valerie Darling
Labor Relations Program Manager

Date

FOR THE ASSOCIATION:



Andy Streasick (Sep 27, 2024 09:12 CDT)

Andy Streasick
President, MANA

Date



Lucas Trossen (Sep 27, 2024 09:06 CDT)

Luke Trossen
Negotiations Team Member

Date



Kurt Fairbanks (Sep 24, 2024 12:53 CDT)

Kurt Fairbanks
Negotiations Team Member

Date

APPENDIX A – JOB CLASSIFICATIONS AND PAY GRADES

PAY GRADE M

No active classifications in this grade

PAY GRADE L

Manager, Business Unit
Manager, Construction (ES)
Manager, Engineering Planning
Manager, Interceptor Engrg

Manager, PERDAQ
Manager, Plant Engineering
Manager, Water Resources
Manager, WW Planning & CommPrg

PAY GRADE K

Manager, Council Contracts
Manager, Electrical Maintenan
Manager, Engineer Design Serv
Manager, Environ. Compliance
Manager, Facil and Fleet Mgmt
Manager, Fleet Services MTS
Manager, Industrial Waste
Manager, Laboratory Services
Manager, Mechanical Maintenanc
Manager, Metro Plant Process

Manager, Non-Standards Unit
Manager, Planning & Scheduling
Manager, Process Computer
Senior Manager, Claims
Senior Manager, Ent Syst- MANA
Senior Manager, MTS Planning
Senior Manager, MTS Research
Senior Manager, Procurement
Senior Manager, Regional Plng
Senior Manager, Research

PAY GRADE J

ABUM Operations
Assist. Mgr, Construction Serv
Assist. Mgr, Engineering Prgrm
Assist. Mgr, Engineering Servi
Assist. Mgr, Indust Waste
Assist. Mgr, IWPP Data Systems
Assist. Mgr, IWPP Field Monit
Assist. Mgr, PERDAQ
Assist. Mgr, Perf Exc and Anlt
Assist. Mgr, Water Resources
Asst. Mgr, Planning and Sched
Grants Manager, CD/MTS
Manager, Asset Management Init
Manager, Asset Reliability

Manager, HRA
Manager, HRA Outreach
Manager, Interceptor Area
Manager, IS I
Manager, Materials and Assets
Manager, MTS Compliance
Manager, Negotiated Procmts
Manager, P-Card
Manager, Purchsng and Contract
Manager, Regulatory Compliance
Manager, Research
Manager, SAC Program
Manager, Special Projects
Manager, Tech CoordinationMANA

Manager, Bus. Systems II-MANA
Manager, GIS
Manager, Health and Safety

Manager, Training and Prog Sup
Manager, WC Claims
PrMgr Wastewater Commissioning

PAY GRADE I

Assist. Mgr, Int Meter Alarm
Assist. Mgr, Lab Services
Assist. Mgr, Process Computer
Assist. Mgr, Training
Manager, Business Syst - MANA
Manager, Central Services
Manager, Content Management
Manager, Contracted Transit Sv

Manager, Digital Experience
Manager, Metro Mob Cust Serv
Manager, Multimedia Com
Manager, OEO
Manager, Public Involvement
Senior Program Supervisor
Supv, Health Promotions

PAY GRADE H

Assist. Mgr Facilities
Assistant Manager, Customer Service
Metro Mobility
Manager, MTS Systems

Manager, Provider Op/Met Mblty
Mgr, Accts Payb and Accts Rcv
Program Supv, BU Performance
Supv, Workforce Development

PAY GRADE G

No active classifications in this grade

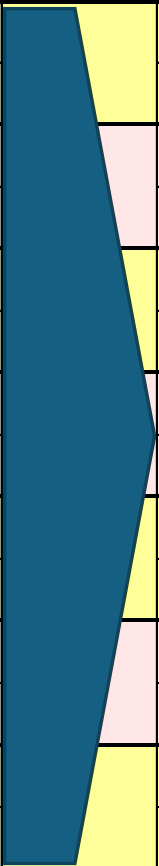
PAY GRADE F

No active classifications in this grade


PAY GRADE E

No active classifications in this grade


APPENDIX A1 – COMPENSATION STRUCTURE 2024

MANA 2024 Wage Structure										Effective Date 1-6-24	
Grade	Pay Cycle	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10, Eff 9-14-24	Step 11, Eff 9-14-24	Performance Zone	Range Max
G	HR	\$ 36.87	\$ 37.82	\$ 38.79	\$ 39.78	\$ 40.81	\$ 41.85	\$ 42.90	\$ 43.97		\$ 59.84
	YR	\$ 76,690	\$ 78,666	\$ 80,683	\$ 82,742	\$ 84,885	\$ 87,048	\$ 89,232	\$ 91,458		\$ 124,467
H	HR	\$ 39.86	\$ 40.88	\$ 41.94	\$ 42.99	\$ 44.11	\$ 45.24	\$ 46.37	\$ 47.53		\$ 64.69
	YR	\$ 82,909	\$ 85,030	\$ 87,235	\$ 89,419	\$ 91,749	\$ 94,099	\$ 96,450	\$ 98,862		\$ 134,555
I	HR	\$ 43.11	\$ 44.20	\$ 45.33	\$ 46.48	\$ 47.68	\$ 48.92	\$ 50.14	\$ 51.39		\$ 69.96
	YR	\$ 89,669	\$ 91,936	\$ 94,286	\$ 96,678	\$ 99,174	\$ 101,754	\$ 104,291	\$ 106,891		\$ 145,517
J	HR	\$ 45.45	\$ 46.62	\$ 47.81	\$ 49.03	\$ 50.28	\$ 51.58	\$ 52.87	\$ 54.19		\$ 73.77
	YR	\$ 94,536	\$ 96,970	\$ 99,445	\$ 101,982	\$ 104,582	\$ 107,286	\$ 109,970	\$ 112,715		\$ 153,442
K	HR	\$ 49.94	\$ 51.22	\$ 52.53	\$ 53.89	\$ 55.26	\$ 56.69	\$ 58.11	\$ 59.56		\$ 81.06
	YR	\$ 103,875	\$ 106,538	\$ 109,262	\$ 112,091	\$ 114,941	\$ 117,915	\$ 120,869	\$ 123,885		\$ 168,605
L	HR	\$ 54.90	\$ 56.28	\$ 57.75	\$ 59.20	\$ 60.74	\$ 62.29	\$ 63.85	\$ 65.45		\$ 89.07
	YR	\$ 114,192	\$ 117,062	\$ 120,120	\$ 123,136	\$ 126,339	\$ 129,563	\$ 132,808	\$ 136,136		\$ 185,266
M	HR	\$ 60.29	\$ 61.87	\$ 63.45	\$ 65.06	\$ 66.74	\$ 68.45	\$ 70.16	\$ 71.91		\$ 97.88
	YR	\$ 125,403	\$ 128,690	\$ 131,976	\$ 135,325	\$ 138,819	\$ 142,376	\$ 145,933	\$ 149,573		\$ 203,590

APPENDIX A2 – COMPENSATION STRUCTURE 2025

MANA 2025 Wage Structure										Effective Date 1-4-25	
Grade	Pay Cycle	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Performance Zone	Range Max
G	HR	\$ 38.53	\$ 39.52	\$ 40.54	\$ 41.57	\$ 42.65	\$ 43.73	\$ 44.83	\$ 45.95		\$ 62.53
	YR	\$ 80,142	\$ 82,202	\$ 84,323	\$ 86,466	\$ 88,712	\$ 90,958	\$ 93,246	\$ 95,576		\$ 130,062
H	HR	\$ 41.65	\$ 42.72	\$ 43.83	\$ 44.92	\$ 46.09	\$ 47.28	\$ 48.46	\$ 49.67		\$ 67.60
	YR	\$ 86,632	\$ 88,858	\$ 91,166	\$ 93,434	\$ 95,867	\$ 98,342	\$ 100,797	\$ 103,314		\$ 140,608
I	HR	\$ 45.05	\$ 46.19	\$ 47.37	\$ 48.57	\$ 49.83	\$ 51.12	\$ 52.40	\$ 53.70		\$ 73.11
	YR	\$ 93,704	\$ 96,075	\$ 98,530	\$ 101,026	\$ 103,646	\$ 106,330	\$ 108,992	\$ 111,696		\$ 152,069
J	HR	\$ 47.50	\$ 48.72	\$ 49.96	\$ 51.24	\$ 52.54	\$ 53.90	\$ 55.25	\$ 56.63		\$ 77.09
	YR	\$ 98,800	\$ 101,338	\$ 103,917	\$ 106,579	\$ 109,283	\$ 112,112	\$ 114,920	\$ 117,790		\$ 160,347
K	HR	\$ 52.19	\$ 53.52	\$ 54.89	\$ 56.32	\$ 57.75	\$ 59.24	\$ 60.72	\$ 62.24		\$ 84.71
	YR	\$ 108,555	\$ 111,322	\$ 114,171	\$ 117,146	\$ 120,120	\$ 123,219	\$ 126,298	\$ 129,459		\$ 176,197
L	HR	\$ 57.37	\$ 58.81	\$ 60.35	\$ 61.86	\$ 63.47	\$ 65.09	\$ 66.72	\$ 68.40		\$ 93.08
	YR	\$ 119,330	\$ 122,325	\$ 125,528	\$ 128,669	\$ 132,018	\$ 135,387	\$ 138,778	\$ 142,272		\$ 193,606
M	HR	\$ 63.00	\$ 64.65	\$ 66.31	\$ 67.99	\$ 69.74	\$ 71.53	\$ 73.32	\$ 75.15		\$ 102.28
	YR	\$ 131,040	\$ 134,472	\$ 137,925	\$ 141,419	\$ 145,059	\$ 148,782	\$ 152,506	\$ 156,312		\$ 212,742

APPENDIX A3 – COMPENSATION STRUCTURE 2026 – CORRECTED

MANA 2026 Wage Structure											Effective Date 1-3-26
Grade	Pay Cycle	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Performance Zone	Range Max
G	HR	\$ 39.69	\$ 40.71	\$ 41.76	\$ 42.82	\$ 43.93	\$ 45.04	\$ 46.17	\$ 47.33		\$ 64.41
	YR	\$ 82,555	\$ 84,677	\$ 86,861	\$ 89,066	\$ 91,374	\$ 93,683	\$ 96,034	\$ 98,446		\$ 133,973
H	HR	\$ 42.90	\$ 44.00	\$ 45.14	\$ 46.27	\$ 47.47	\$ 48.70	\$ 49.91	\$ 51.16		\$ 69.63
	YR	\$ 89,232	\$ 91,520	\$ 93,891	\$ 96,242	\$ 98,738	\$ 101,296	\$ 103,813	\$ 106,413		\$ 144,830
I	HR	\$ 46.40	\$ 47.58	\$ 48.79	\$ 50.03	\$ 51.32	\$ 52.65	\$ 53.97	\$ 55.31		\$ 75.30
	YR	\$ 96,512	\$ 98,966	\$ 101,483	\$ 104,062	\$ 106,746	\$ 109,512	\$ 112,258	\$ 115,045		\$ 156,624
J	HR	\$ 48.93	\$ 50.18	\$ 51.46	\$ 52.78	\$ 54.12	\$ 55.52	\$ 56.91	\$ 58.33		\$ 79.40
	YR	\$ 101,774	\$ 104,374	\$ 107,037	\$ 109,782	\$ 112,570	\$ 115,482	\$ 118,373	\$ 121,326		\$ 165,152
K	HR	\$ 53.76	\$ 55.13	\$ 56.54	\$ 58.01	\$ 59.48	\$ 61.02	\$ 62.54	\$ 64.11		\$ 87.25
	YR	\$ 111,821	\$ 114,670	\$ 117,603	\$ 120,661	\$ 123,718	\$ 126,922	\$ 130,083	\$ 133,349		\$ 181,480
L	HR	\$ 59.09	\$ 60.57	\$ 62.16	\$ 63.72	\$ 65.37	\$ 67.04	\$ 68.72	\$ 70.45		\$ 95.87
	YR	\$ 122,907	\$ 125,986	\$ 129,293	\$ 132,538	\$ 135,970	\$ 139,443	\$ 142,938	\$ 146,536		\$ 199,410
M	HR	\$ 64.89	\$ 66.59	\$ 68.30	\$ 70.03	\$ 71.83	\$ 73.68	\$ 75.52	\$ 77.40		\$ 105.35
	YR	\$ 134,971	\$ 138,507	\$ 142,064	\$ 145,662	\$ 149,406	\$ 153,254	\$ 157,082	\$ 160,992		\$ 219,128

METROPOLITAN COUNCIL

And

**METROPOLITAN COUNCIL
MANAGEMENT ASSOCIATION**

LETTER OF AGREEMENT

The Metropolitan Council (***Employer***) and the Metropolitan Council Management Association (***Association***) have entered into a collective bargaining agreement (***Agreement***) which governs the terms and conditions of employment for the members of the Association's bargaining unit during the period January 1, 2024, through December 31, 2026. During the collective bargaining which produced the Agreement the Employer and the Association also agreed as follows:

**RETIREE HEALTH FOR FORMER METROPOLITAN COUNCIL TRANSIT
OPERATIONS (MCTO) EMPLOYEES**

WHEREAS, the Metropolitan Council (***Employer***) and the Metropolitan Council Management Association (***Association***) are Parties to a collective bargaining agreement (***Labor Agreement*** or ***Agreement***) which governs the terms and conditions of employment for members of the Association's bargaining unit; and

WHEREAS, the Employer and the Association believe it is appropriate to memorialize their agreement concerning retiree health insurance benefits for certain employees formerly employed in the Employer's Metropolitan Council Transit Operations Division for any necessary future reference; and

WHEREAS, the parties have agreed to permit those employees who were added to the Association's bargaining unit as a result of the July 18, 1996 *Unit Clarification* issue by the Bureau of Mediation Services, State of Minnesota, to have a choice as to whether each individual employee wishes to participate in the retiree health insurance program available under the MANA collective bargaining agreement ("MANA Retiree Health Program") or the retiree health insurance program applicable to Metropolitan Council Metro Transit employees, as described in the Employer's *Nonrepresented Plan* ("Transit Retiree Health Program").

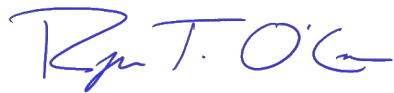
THE EMPLOYER AND THE ASSOCIATION AGREE AS FOLLOWS:

1. The following Employees have elected to participate in the Metropolitan Council Metro Transit Retirement Benefit Program as described in the Employer's *Nonrepresented Plan*

Bev Auld
Sharon Barden
Lyle Frerichs
Larry Howieson
Kathy Keeling
Art Thell
Edward Williams
Kenneth Wurster

2. The Employer must provide the Employees described in Paragraph 1 at least six (6) months' notice of any changes to the terms, eligibility for, benefits under, or other provisions of the Transit Retiree Health Program.

FOR THE EMPLOYER:



Ryan O'Connor Date
Regional Administrator



Cassandra Tabor (Sep 30, 2024 14:23 CDT)
Cassandra Tabor Date
Chief Human Resource Officer



Valerie Darling Date
Labor Relations Program Manager

FOR THE ASSOCIATION:



Andy Streasick (Sep 27, 2024 09:12 CDT)
Andy Streasick Date
President, MANA



Lucas Trossen (Sep 27, 2024 09:06 CDT)
Luke Trossen Date
Negotiations Team Member



Kurt Fairbanks (Sep 24, 2024 12:53 CDT)
Kurt Fairbanks Date
Negotiations Team Member

METROPOLITAN COUNCIL

And

**METROPOLITAN COUNCIL
MANAGEMENT ASSOCIATION**

LETTER OF AGREEMENT

It is in the interest of the Union and the Employer to ensure a safe, drug and alcohol-free workplace. Therefore, all safety sensitive positions within the Management Association shall be subject to random drug and alcohol testing under Metropolitan Council-Environmental Services guidelines and policies. A joint committee of labor and management shall meet to determine the safety sensitive nature of represented positions.

Informational sessions provided by the medical testing firm will be available to all affected employees prior to implementing the random testing.

The parties agree that the following rules apply to random drug and/or alcohol testing of MANA members who are in safety sensitive positions.

First confirmed positive random drug/alcohol test:

Any employee who tests positive on a confirmatory drug and/or alcohol test will be subject to the following:

- Immediate removal from their position.
- Referral to the Employee Assistance Program professional for evaluation.
- Serve a ten (10) day / (80 hours) unpaid suspension.
- Subject to a Return to Work agreement.
- Successfully pass a return to duty drug/alcohol test.
- Subject to unannounced testing for a period of up to two years.

Second confirmed positive random drug/alcohol test:

Any employee who tests positive on a second confirmatory drug/alcohol test will be subject to the following:

- Immediate removal from their position.

- Employment terminated.

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

Refusal to take a drug/alcohol test:

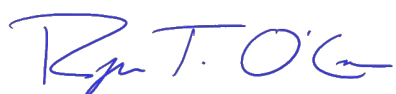
Refusal by an employee to take a drug and/or alcohol test or comply with the requirements of the collection process is considered insubordinate and a positive test. The employee will have their employment terminated.

Other alcohol-related conduct:

Any employee who has a confirmed alcohol concentration of 0.02 or greater, but less than 0.04 will be removed from their position without pay for no less than 24 hours. The employee will not be allowed to return to work until he/she has a negative alcohol testing showing an alcohol concentration of less than 0.02.

NOW, THEREFORE, the parties have caused this *Letter of Agreement* to be executed by their duly authorized representatives whose signatures appear below.

FOR THE EMPLOYER:



Ryan O'Connor Date
Regional Administrator



Cassandra Tabor (Sep 30, 2024 14:23 CDT)

Cassandra Tabor Date
Chief Human Resource Officer




Valerie Darling Date
Labor Relations Program Manager

FOR THE ASSOCIATION:



Andy Streasick (Sep 27, 2024 09:12 CDT)

Andy Streasick Date
President, MANA



Lucas Trossen (Sep 27, 2024 09:06 CDT)

Luke Trossen Date
Negotiations Team Member



Kurt Fairbanks (Sep 24, 2024 12:53 CDT)

Kurt Fairbanks Date
Negotiations Team Member