

Local  
49

# Labor Agreement between the Metropolitan Council and International Union of Operating Engineers

Local Union No. 49

For the Period 01-01-24 through 12-31-26



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## **PREAMBLE**

This contract, hereinafter referred to as the *Agreement*, has been entered into between the Metropolitan Council, hereinafter referred to as the *Employer*, and the International Union of Operating Engineers, Local Union No. 49, hereinafter referred to as the *Union*.

## **ARTICLE 1 – PURPOSE**

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 specifically agreed upon herein by the Employer and the Union for the duration of the Agreement; and 3) establish procedures to orderly and peacefully resolve disputes as to the application or interpretation of this Agreement without loss of productivity.

## **ARTICLE 2 – RECOGNITION**

### **Section 2.01 – Bargaining Unit**

The Employer recognizes the Union as the exclusive representative for collective bargaining purposes of all operations personnel as certified by the Bureau of Mediation Services (Notice No. 78-PR-172-A). Such representation shall cover all operations employees assigned to newly created positions, and positions renamed or reclassified by the Employer in the following bargaining units: All regular operations personnel of the Metropolitan Council employed at locations coming under the Council's jurisdiction, excluding managerial employees and all other employees.

### **Section 2.02 – Other Agreements**

The Employer shall not enter into an agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the provisions and terms of this Agreement.

### **Section 2.03 – Exclusions**

Supervisory, confidential, part-time, and personnel exclusively represented by other labor organizations are excluded from the bargaining unit.

### **Section 2.04 – Job Classifications**

Job classifications mean one of the following work classifications under this Labor Agreement:

Assistant Operator  
Business Unit Coordinator  
Chief Power Plant Engineer  
Chief Stationary Engineer  
Operator Trainee I/Operator Trainee II



Plant Operator  
Power Plant Engineer  
Stationary Engineer  
Stationary Engineer Apprentice

Work shifts are eight (8), ten (10) or twelve (12) consecutive hours, 24-hour coverage in some facilities.

### **ARTICLE 3 – EMPLOYER RIGHTS**

#### **Section 3.01 – Right to Manage and Operate**

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

#### **Section 3.02 – Notice to Union**

Any term and condition of employment not established by this Agreement shall remain with the Employer to establish, modify or eliminate. If the Employer elects to establish, modify or eliminate a term or condition of employment not established by the Agreement, the Union shall be given ten (10) calendar days advance notice prior to the implementation thereof.

#### **Section 3.03 – Workforce Flexibility**

The Employer will meet and confer with the Union to discuss positions to be bid and to receive input and ideas to improve the staffing plan. The Employer reserves the right to make final decisions on all staffing, organizational design, operational and work assignment issues.

### **ARTICLE 4 – UNION SECURITY**

#### **Section 4.01 – Union Stewards**

The Union may designate necessary employees from the bargaining unit to act as Union Stewards. The Union shall notify the Employer in writing of employees so designated and of changes in such designation. Employees designated as Steward shall have the right to 1) process grievances without loss of pay during the Steward's normal workday as provided by Article 5 (Grievance Procedure), and 2) handle official Union business as may be delegated by the Union Business Manager provided such Union business does not interfere with the Employer's operation.

#### **Section 4.02 – 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. Monies so deducted shall be remitted monthly as directed by the Union. The Union shall indemnify and hold the Employer

harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer resulting from the administration of this Section.

**Section 4.03 – Union Business**

Upon notification to the General Manager, Business Unit Manager or Designee, the Union Business Agent, or a designated representative shall be permitted to transact official Union business on the Employer's property at reasonable times, provided such transactions do not interfere with or interrupt plant operations.

**Section 4.04 – Bulletin Boards**

The Union shall have the right to post official Union notices on bulletin boards or posting areas which have been designated for the exclusive use of the Union. The Union shall not post material that violates the Metropolitan Council's policies and procedures.

**Section 4.05 – Union Business Agent**

An employee elected to the position of Business Agent shall be granted an unpaid leave of absence in accordance with applicable PELRA requirements. At the conclusion of the leave of absence, the employee may exercise their seniority rights within the bargaining unit.

**ARTICLE 5 – GRIEVANCE PROCEDURE**

**Section 5.01 – Definition**

For the purpose of this Article, the term grievance means an alleged violation, misapplication, or misinterpretation of the terms and conditions of this Agreement. For the purpose of this Article, "days" means calendar days.

**Section 5.02 – Stewards**

The Employer shall recognize Stewards selected in accordance with Union rules and regulations as the grievance representatives of the bargaining unit.

**Section 5.03 – Limitations**

When it is necessary for aggrieved employees and/or their Union Steward to attend meetings pursuant to the provisions of Section 5.04 of this Article, they shall be paid their regular, straight-time rate of pay. In the event such meetings are conducted during an employee's off duty time, the overtime pay and callback pay provisions of this Agreement shall not be applicable. Advance notice by the employee to the employee's manager shall be required in cases where such meetings are conducted during an employee's normal work hours. Employees shall be released to attend such meetings provided their attendance does not interrupt the Employer's operation.

**Section 5.04 – Procedure**

Grievances shall be resolved in conformance with the following procedure:

**Step 1.** Upon the occurrence of an alleged violation of this agreement, the employee involved shall attempt to resolve the matter on an informal basis with the employee's manager. 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 this Agreement violated, and the relief requested. Any alleged violation of this Agreement not reduced to writing by the Union within fifteen (15) days of the first occurrence of the event giving rise to the grievance or within fifteen (15) 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 fifteen (15) days after receiving the written grievance, the Business Unit manager shall meet with the Union Steward and/or the Union's Business Manager in an 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 fifteen (15) days following the meeting. Any grievance not referred in writing to Step 3 by the Union, within fifteen (15) days following receipt of the Employer's answer, shall be considered waived.

**Step 3.** Within fifteen (15) days following receipt of a grievance referred from Step 2, the General Manager shall meet with the Union's Business Manager or a designated representative in an attempt to resolve the grievance. Within fifteen (15) days following this meeting, the General Manager 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, upon mutual agreement, the parties may, within fifteen (15) days appeal the grievance to the Grievance-Mediation Step. Any grievance not referred in writing by the Union to the Grievance-Mediation Step within fifteen (15) days following receipt of the Employer's answer shall be considered waived.

**Grievance-Mediation Step.** 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) days thereafter appeal the grievance to arbitration.

#### **Section 5.05 – Request for Arbitration**

If the grievance remains unresolved, the Union may within fifteen (15) days after the response of the Employer in Step 4, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union within fifteen (15) days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the next fifteen (15) day period, either party may request the Bureau of Mediation Services, State of Minnesota, to submit a panel of seven (7) arbitrators from which the parties shall strike three (3) names. The Union shall strike the first name and the Employer shall then strike one (1) name. The process shall be repeated twice and the person whose name remains shall be the arbitrator.

#### **Section 5.06 – Arbitrator's Authority**

The arbitrator shall have no right to amend, modify, nullify, 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 or 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) 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 of 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 5.07 – Arbitrator or Advisory Mediation Fees and Expenses**

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

**Section 5.08 – Time Limits**

The time limits in each step of the grievance may be extended by the mutual written agreement of the Employer and the Union. The term days as used in that regard, means calendar days, excluding days recognized by this Agreement as holidays.

**ARTICLE 6 – SENIORITY**

**Section 6.01 – Definition of Seniority**

For purposes of this Agreement, the term Master Seniority (hereinafter referred to as seniority) shall mean each employee's length of continuous service within the bargaining unit (including acquired facilities) except such seniority may be adjusted pursuant to the provisions of Section 6.03 of this Article. Ties in seniority shall be broken by lot.

**Section 6.02 – Termination of Seniority**

Seniority shall terminate upon the retirement, discharge for just cause, or voluntary resignation of an employee.

**Section 6.03 – Adjustment of Seniority**

An employee's master seniority date for purposes of accrual and sick leave shall be adjusted during the period of any unpaid leave of absence (except those granted for medical or military reasons or other leaves as required by Statute or imposed as disciplinary suspensions from duty) during which seniority shall not accumulate.

**Section 6.04 – Uses of Seniority**

Seniority shall be used to determine the following conditions of employment:

**Subd. 1. Position Bidding** – Regular vacancies shall be filled in accordance with the posting and bidding provisions of this Agreement, which are based upon seniority and qualifications.

Subd. 2. Temporary Replacement – When the Business Unit Coordinator on duty determines that it is necessary to fill a temporary vacancy within the business unit, the vacancy may be filled by the most senior qualified employee who in accordance with Article 9.01 is on-site at the work location where the temporary vacancy exists. (Senior May/Junior Must).

Subd. 3. Vacation Scheduling – Employees within each plant, Metro Plant Region, or Metro Plant Business Unit, shall be permitted, twice each calendar year, to schedule vacations in the order of their seniority.

## **ARTICLE 7 – LAYOFF AND RECALL**

### **Section 7.01 – Layoff**

The Employer shall have the right to lay off employees if necessary.

### **Section 7.02 – Permanent Layoff**

In the case of the necessity to permanently lay off employees, the workforce shall be reduced in accordance with Section 7.03 based on seniority.

### **Section 7.03 – Bumping Rights**

Regular and probationary employees who are laid off or bumped shall continue to bump until the employee with the least seniority is laid off. Affected employees will be allowed to bump into any position with less seniority. Affected employees must certify in accordance with the provisions of Appendix "B" of this Agreement with respect to the duties and responsibilities of the job into which they bump. Employees choosing to bump into a lower paid job classification shall be paid at the basic hourly wage rate of the lower paid job classification. Employees bumping into Business Unit Coordinator positions must comply with the conditions set forth in Section 20.03.

### **Section 7.04 – Notice of Layoff**

Regular and probationary employees shall receive fourteen (14) calendar days written notice prior to permanent layoff.

### **Section 7.05 – Temporary (Emergency) Layoff**

In the event of an emergency, which prevents the operation of any facility, the Employer may temporarily lay off all or any portion of the workforce so affected upon the completion of a normal workday as provided in Section 7.02 of this Article. Temporary layoffs shall be for no longer than the duration of the emergency. For the purpose of this Section, the term emergency means a natural disaster which affects the normal operations of a plant or work area.

### **Section 7.06 – Recall from Layoff**

Employees permanently laid off from employment shall be recalled in the reverse order in which they were laid off. When recalling employees, the Employer shall give at least fourteen (14) calendar days written and receipted notice of re-employment. Laid-off employees shall bear the responsibility to keep a current address and phone number on file with both the General Manager of Environmental Services and Metropolitan Council Central Office of Human Resources. Laid

off employees failing to report for work as notified shall be considered by the Employer to have resigned and forfeit all rights to recall.

## **ARTICLE 8 – SEPARATION**

### **Section 8.01 – Termination of Employees**

Regular employees shall be considered separated from employment based on the following actions:

Subd. 1. Voluntary Resignation – Employees resigning from employment shall give written notice fourteen (14) calendar days prior to the effective date of the resignation.

Subd. 2. Retirement – See Article 21 (Retirement).

Subd. 3. Discharge – See Article 18 (Disciplinary Procedures).

Subd. 4. Absence from Work – See Article 14 (Absences from Work).

## **ARTICLE 9 – WORK LOCATION**

### **Section 9.01 – Work Location**

The primary work locations shall be one of the following: Empire, St. Croix Valley, Eagles Point, East Bethel, Rogers, Hastings, Seneca, Blue Lake, Metro Solids, Liquids, and Maintenance Business Unit in accordance with the bidding provision of this Agreement.

### **Section 9.02 – Temporary Assignment – Mileage Reimbursement and Rates of Pay**

The General Manager or their designee may temporarily assign employees to other plants or work areas within the system to meet temporary operating needs. Such assignment may be made for a work shift or during a work shift. Employees assigned to a work location other than their primary work location, if at a greater driving distance from their home, shall be furnished transportation or will be compensated for the excess driving miles to and from the plant or work area at the mileage rate established by Council policy. Such employees shall be compensated at the basic hourly wage rate of their regular job classification unless they have been temporarily assigned to a higher job classification in which case they shall receive the basic hourly wage rate of the higher job classification. The Employer will notify and discuss with the Union whenever a temporary reassignment is needed.

### **Section 9.03 – Work Location Change Notification**

In a non-emergency situation, the Employer will give employees a seven (7) calendar day notification when changing their regular work location.

## **ARTICLE 10 – TEMPORARY VACANCY**

### **Section 10.01 – Filling Work Shift Vacancies**

If it is necessary to fill a temporary vacancy on a work shift, the BUC will adjust work assignments on shift to accommodate the vacancy based on operational requirements and conditions at the time of the vacancy. If the temporary vacancy is deemed to be essential, overtime shall be offered. If operational requirements and conditions warrant the need, the BUC can choose to perform the vacant position duties until the vacancy is filled with overtime.

In the event a vacancy occurs within the Business Unit Coordinator classification, a position will be filled by the qualified Business Unit Coordinator Relief within the region or business unit where the vacancy occurs. A Business Unit Coordinator Relief shall be defined as an employee who has successfully completed the Employer required training to be eligible to “bump-up” to a Business Unit Coordinator.

### **Section 10.02 – Compensation During a Temporary Assignment**

An employee temporarily assigned by the Employer to perform the duties and responsibilities of a higher paid job classification shall be paid at the basic hourly rate of the higher paid job classification for all hours worked in the higher paid classification.

### **Section 10.03 – Employer Direction**

Employees shall temporarily perform the work of a higher or lower job classification only upon the direction of the Business Unit Manager or designee, or Business Unit Coordinator.

### **Section 10.04 – Filling Temporary Vacancies**

If the Employer determines that it is necessary to fill a temporarily vacated position, it will be filled by utilization of a back-up employee referenced as such in the bid. In the event all so referenced backup employees who have been offered the position decline it, the Employer may assign the back-up employee with the least seniority. If a back-up operator’s temporary assignment exceeds three (3) months, the Union may request to meet and confer with the Employer regarding the duration of the temporary assignment. Back-up employees temporarily assigned to fill the vacancy shall be re-assigned to their previous positions and pay at the completion of the assignment.

## **ARTICLE 11 – HOURS OF WORK**

### **Section 11.01 – Continuous Operation**

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

### **Section 11.02 – Hours of Work**

Subd. 1. Shifts – Employees shall work shifts which are eight (8), ten (10), or twelve (12) consecutive hours.

Subd. 2. Shift Schedule – Employees will be assigned (by bid) to shifts with start/stop times that are outlined at the time of the bid. Shift schedules may be changed only by mutual agreement of both parties. Between bids, hours may be changed only by mutual agreement of both parties in order to meet changing business needs. If the change adversely affects the employees, both parties recognize that there may be a bump/bid.

Subd. 3. Start Time Adjustment – Between bids, on a case-by-case basis, the start time for individual positions may be adjusted one hour on either side of the start time identified at the time of the last bid.

### **Section 11.03 – Meal and Rest Periods**

Subd. 1. Meal Periods – Employees shall be provided time during each normal work shift, not to exceed thirty (30) minutes, for a meal period. An additional meal period not to exceed sixty (60) minutes shall be provided during the sixteen (16) continuous hours of work. Meal periods shall be taken at times and places which are consistent with efficient plant operations and with the approval of the employee's supervisor. During meal periods which are provided during the normal work shift, employees shall retain full responsibility for plant operations; employees shall be released from such responsibility during meal periods which are provided during the sixteen (16) continuous hours of work. Meal periods may be interrupted due to operational needs. This language does not apply to Plant Operator Trainees during their six (6) month probationary period.

Subd. 2. Rest Periods – All employees shall be granted a fifteen (15) minute rest period during each four (4) hour period of work. Rest periods shall be taken at times and places which are consistent with efficient plant operations and with the approval of the employee's supervisor. During rest periods, employees shall retain full responsibility for plant operation. Rest periods may be interrupted due to operational needs.

### **Section 11.04 – Assigned Work Locations**

All employees shall be at their assigned work location, ready for work at their scheduled starting time and shall remain on the job until they are relieved or otherwise directed by their Business Unit Manager or designee.

### **Section 11.05 – Trading of Scheduled Hours of Work**

Regular employees shall be permitted to trade scheduled hours of work with the approval of the Manager or designee. All trade requests must be made in writing and approved prior to the trade.

### **Section 11.06 – Daylight Savings Time**

In the event of daylight savings time changes, employees shall be compensated based on the hours worked.



### **Section 11.07 – Emergency Scheduling**

In the event of an emergency which affects the operation of the Employer's facilities, nothing contained in this Agreement shall prohibit the Employer from scheduling workdays, workweek, or work shifts necessary to meet the emergency. In scheduling such workdays, weeks, or shifts, the work available shall be distributed among employees as equitably as practical.

### **Section 11.08 – Scheduling of Days Off**

The Employer shall schedule days off consecutively insofar as practicable.

## **ARTICLE 12 – OVERTIME**

### **Section 12.01 – Authorization of Overtime**

The Employer shall have the right to schedule overtime for employees. All overtime compensated for by the Employer must be scheduled by or have the prior authorization of the employee's Business Unit Manager or designee.

### **Section 12.02 – Time and One-Half**

Regular hourly wages shall be paid to employees for all hours worked except for the following conditions which will be paid at time and one-half (1-1/2):

1. For all hours worked in excess of forty (40) hours in a work week, Monday through Sunday.
2. For all hours worked in excess of eight (8) hours on a Saturday or Sunday.
3. For all hours worked in excess of an Employee's normally scheduled workday.
4. For all regularly scheduled hours worked on a holiday. Note: When twelve (12) hour schedule employees work their regularly scheduled hours on a holiday they will have an additional six (6) hours holiday premium pay at straight time added to their normal hourly base-rate for that day (e.g., 12 hours, 14 hours or 16 hours) rather than be paid at time and one half (1-1/2) for all hours worked. Employees who do not work a full shift on holidays will be paid at time and one-half (1-1/2) for all hours worked.

### **Section 12.03 – Double Time**

Employees shall be compensated at two (2) times their regular pay in the following instances:

1. For all hours worked on a second scheduled day off after working the first scheduled day off.
2. For all hours worked on a third and fourth scheduled day off after working the second scheduled day off.

3. For all hours worked on a scheduled holiday in excess of an employee's normally scheduled shift hours during the period from 7am on the day of the holiday to 7 am on the following day.

Note: Employees not scheduled to work on a holiday but called in to work overtime during the period from 7am on the day of the holiday to 7am on the following day will be paid time and one-half for the first 8, 10, or 12 hours (depending on their normal work schedule) and double time for all additional hours. For the purposes of Article 12, Section 03 an employee's scheduled days off do not need to be consecutive.

#### **Section 12.04 – No Pyramiding of Overtime**

For the purpose of calculating overtime compensation, overtime hours worked shall not be pyramided (paid twice for the same hours worked).

#### **Section 12.05 – Meal Allowance**

Employees working sixteen (16) consecutive hours shall receive a \$8.00 meal allowance or be furnished a meal, at the discretion of the Employer.

#### **Section 12.06 – Scheduled Work Off**

Except in the case of scheduled training, the Employer shall not change the employee's normal work schedule for the sole purpose of avoiding overtime payments.

#### **Section 12.07 – On-Call**

When the Employer requires that an employee must be available and "on-call" for work and be able to report in a reasonable time, the employee shall be compensated at the rate of two (2) hours straight time for Monday, Tuesday, Wednesday, Thursday and Friday, three (3) hours straight time for Saturday and Sunday, and three (3) hours straight time for a holiday.

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

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

Nothing in this Section compels the Employer to assign an employee to be on-call or impairs the Employer's right to utilize usual overtime procedures and contractual rights and obligations described in other Sections under Article 12, Overtime, or Article 13, Callback.

#### **Section 12.08 – Compensatory Time**

At an employee's request and with advance approval of the employee's supervisor, overtime may be paid in the form of compensatory time at the employee's applicable overtime rate (1.0x, 1.5x, or 2.0x). Employees may accumulate up to eighty (80) hours of compensatory time and

shall be permitted to use accumulated hours with the advance approval of their supervisors. Upon request, employees may be permitted to cash out unused compensatory time by completing the appropriate form for requesting such cash out. Cash outs may be requested once per quarter between February 1<sup>st</sup> through November 30<sup>th</sup> of each calendar year and must be taken in whole hours.

## **ARTICLE 13 – CALLBACK**

### **Section 13.01 – Callback of Employees**

The Employer shall have the right to call back employees before or after their scheduled workday. Callback shall be defined as hours worked which are not adjacent to the scheduled worked day.

### **Section 13.02 – Callback Minimum**

Employees called back to the work location shall receive a minimum of four (4) hours pay (time and one half on holidays) or the actual hours worked, whichever is greater.

### **Section 13.03 – Overtime Provisions**

The hours worked based on a callback shall be compensated in accordance with Article 12 (Overtime), when applicable, and shall be subject to the minimum established by the provisions of this Article.

### **Section 13.04 – Callback Prior to Scheduled Workday**

Employees called back four (4) hours or less prior to their scheduled workday shall complete the normal workday and be compensated only for the overtime hours worked in accordance with Article 12 (Overtime).

## **ARTICLE 14 – ABSENCES FROM WORK**

### **Section 14.01 – Employee Notification**

Employees who are unable to report for their scheduled workday shall have the personal responsibility to notify their manager (or their manager's designated representative for this purpose) of such absence as soon as possible but in no event later than one (1) hour before the start of their scheduled workday. It shall be their responsibility to keep the Employer informed daily as to their status. Absent employees shall call in each day unless they have provided the Employer with written documentation from their attending physician as to the duration of an absence. In such cases, employees shall return to work when released by their attending physician and they shall keep the Employer reasonably advised as to the anticipated date of their return to work.

### **Section 14.02 – Grounds for Discipline**

Failure to make such notification, or absence without authority and/or without sick leave or vacation properly granted (AWOL) may be grounds for discipline as provided by Article 18 (Disciplinary Procedures).

### **Section 14.03 – Resignation**

Failure to report for work, without notification as required by the provisions of this Article, for three (3) consecutively scheduled workdays, shall be considered a resignation by the employee, unless because of a serious illness or injury such notification could not have been made.

## **ARTICLE 15 – LEAVES**

### **Section 15.01 – Leaves With Pay**

Subd. 1. Military Leave – Regular 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 or a maximum of one hundred twenty (120) hours in one (1) calendar year. Leave will be granted upon the presentation of the 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 subpoenaed as a witness for Council related business or called and selected for jury duty, shall be released from work duty and shall be allowed their regular daily compensation for the period the court duty requires their absence from work. Employees shall not be eligible for overtime work or pay during any period of court duty. In addition to the aforementioned pay provisions, E-Shift employees shall be released from duty with pay on the Sunday prior to scheduled court duty (if required on the following Monday), and each Sunday which occurs during the court duty period. Employees may be required to verify attendance at such duty.

Subd. 3. Administrative Leave – Administrative leave with full or partial pay may be provided upon request by regular employees for the purpose of attendance at professional meetings, comparable activities, or other approved purposes. Such leave shall be subject to the approval of the involved Business Unit Manager, with final approval by the General Manager.

Subd. 4. Funeral Leave – Bereavement Leave – Employees will be granted three (3) days of paid bereavement leave following the death of a “relative.” A “relative” includes the following relatives of the employee and relatives of the employee’s spouse: spouse, parent, stepparent, son, daughter, stepchild, brother, sister, son or daughter-in-law, brother or sister-in-law, grandparent, grandchild, 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 accrued leave may be granted for any of the above relatives.

Subd. 5. Bone Marrow Donor Leave – Pursuant to applicable Minnesota statutes, employees who work twenty (20) or more hours per week shall, upon advance notification to their immediate supervisor and approval by the Employer, be granted a paid leave of absence at the time they undergo medical procedures to donate bone marrow. At the time such employees request the leave, they shall provide to their immediate supervisor written verification by a physician of the purpose and length of the

required leave. The combined length of leaves for this purpose may not exceed forty (40) hours unless agreed to by the Employer in its sole discretion.

### **Section 15.02 – Leaves Without Pay**

Subd. 1. Military Leaves of Absence – Regular employees shall be entitled to a military leave of absence without pay for service in the Armed Forces of the United States or the State of 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 be authorized only for as long as the employee is in service to the extent as required by State and Federal statutes.

Subd. 2. Parental Leave – With advance notification to the Employer, regular employees shall be entitled to parental leaves of absence within the meaning and pursuant to the provisions of applicable Minnesota Statutes. Employees eligible for parental leave may use accumulated vacation benefits during their absence.

Subd. 3. General – Regular employees may be allowed to be absent from duty without pay on the basis of individual application, subject to the approval of the General Manager. All leaves of absence without pay shall be subject to the condition that such leaves may be canceled upon fourteen (14) calendar days written and receipted notice to the employee. During periods of leave without pay, employees shall not accrue any term or condition of employment provided by this Agreement, except as may be required by Minnesota Statutes for Military Leave.

Subd. 4. Other Leaves – Every employee has an obligation to request an unpaid leave any time paid leave is exhausted and the employee continues to be absent from work. Employees who fail to make such request may be subject to disciplinary action as per, but not limited to Section 14.02 of this agreement. Employees may also request leaves without pay for the purposes of coordination with other insurance benefits such as long-term disability as provided in Section 27.05, Subd. 2 of this agreement or any other applicable employee purchased insurance. All unpaid leaves must be requested for a specific length of time and will be administered as per Metropolitan Council Policies and Procedures on leaves of absence.

## **ARTICLE 16 – PROBATIONARY PERIOD**

### **Section 16.01 – New Hire Probationary Period**

All employees originally hired, or rehired after separation, to a regular employment status shall serve a six (6) month continuous probationary work period during which time the employee's fitness and ability to perform the job classification duties and responsibilities shall be evaluated.

Subd. 1. Sick Leave and Vacation Benefits During Probation – All regular employees serving a probationary period based on an original hire, or rehire following a separation, shall earn sick leave benefits as if they were non-probationary employees. During the probationary period, employees may use accumulated sick leave and may be entitled to

use earned vacation on a limited basis and upon approval from their immediate supervisor.

Subd. 2. Termination of Probationary Employees – 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 termination, which will include the reason for termination, a copy of which will be sent to the Union.

### **Section 16.02 – Job Change Probationary Period**

Employees changing job positions shall serve a probationary work period during which time the employee must complete a certification of job classification duties and responsibilities in accordance with the provisions of Appendix "B" of this Agreement. Employees serving a probationary period based on a promotion shall suffer no loss or reduction of benefits provided in this Agreement.

### **Section 16.03 – Operator Trainees**

Subd. 1. Operator Training (Operator Trainee I) – Upon being hired the Operator Trainees will be required to complete an operator training program within their 6-month probationary period. During the training program, employees will be placed in the Operator Trainee I wage class.

Subd. 2. Successful Completion of Probationary Period (Operator Trainee II) – The Operator Trainees will move to the Operator Trainee II wage class effective at the start of the first full payroll period following successful completion of the training program and will remain in the Operator Trainee II wage class until bidding into a permanent position.

After assuming the Operator Trainee II classification, the employee can be assigned by the Employer as business needs dictate to any Business Unit. The BUC will then assign day-to-day tasks and training assignments to the employee as needs dictate. Bump-up pay to the PO classification will be paid to the employee only when they are assigned to a vacant or absent PO position or CDL truck driving assignment.

## **ARTICLE 17 – TRAINING**

### **Section 17.01 – Training Program**

The Union and the Employer agree that a meaningful training program is of concern for the most efficient operation of the Employer's facilities. The training program will consist of classroom, on-the-job, and outside vocational study.

### **Section 17.02 – Operating Experience**

The parties mutually recognize the value of plant operations experience and therefore agree that senior employees in each job classification shall have no preference in receiving such experience.

**Section 17.03 – Training Attendance**

Assigned training, whether on-shift or off-shift shall be considered a work assignment and attendance is considered mandatory. Employees who are unable to report for their scheduled training shall have the personal responsibility to notify their manager (or their manager’s designated representative for this purpose) of such absence as soon as possible but in no event later than one (1) hour before the start of their scheduled training. All employees shall be at their assigned training location, ready for training at their scheduled training start time and shall remain until all portions of the training are completed.

**Section 17.04 – Training Schedule**

Management reserves the right to modify the training schedules to address the changing needs of the business.

**General Requirements for Training (8 and 10 Hour Shifts)**

- Employees will be trained “on shift” for all training. Training can be held on any day of their shift.

**General Requirements for Training (12 Hour Shifts)**

Training for 2 Hours or Less:

A and D Shift

- Preferably schedule near beginning of work week no more than 2 hours “after” their shift (14 hours max – work/training time).

B and E Shift

- Preferably schedule near beginning of work week no more than 2 hours “before” their shift (14 hours max – work/training time).

Training for More Than 2 Hours:

A. Blue Lake, Empire, Seneca

Training will be scheduled on 1<sup>st</sup> day off after short week around regular start time.

| Shift | Recommended Day        | Recommended Start Time |
|-------|------------------------|------------------------|
| A     | Thursday of Short Week | 7:00 am                |
| B     | Thursday of Short Week | 4:00 pm                |
| D     | Monday of Long Week    | 7:00 am                |
| E     | Monday of Long Week    | 4:00 pm                |

B. Metro Plant

LBU and SMBU will receive training for greater than 2 hours partly on-shift and part off-shift to a maximum of 14 hours per day work and training time. These sessions will be scheduled preferably near the beginning of a shift's work week.

| <b>Shift</b> | <b>Shift Adjustment</b> | <b>Shift Assignment</b>                            | <b>Total Hours Worked</b> |
|--------------|-------------------------|--|---------------------------|
| A shift      | Stay over 2 hours       | Trains from 5 pm to 9 pm                           | 14 hrs. (7 am to 9 pm)    |
| B shift      | In 2 hours early        | Covering for training,<br>working in business unit | 14 hrs. (5 pm to 7 am)    |
| B shift      | In 2 hours early        | Trains from 5 pm to 9 pm                           | 14 hrs. (5 pm to 7 am)    |
| A shift      | Stay over 2 hours       | Covering for training,<br>working in business unit | 14 hrs. (7 am to 9 pm)    |
|              |                         |  |                           |
| D shift      | Stay over 2 hours       | Trains from 5 pm to 9 pm                           | 14 hrs. (7 am to 9 pm)    |
| E shift      | In 2 hours early        | Covering for training,<br>working in business unit | 14 hrs. (5 pm to 7 am)    |
| E shift      | In 2 hours early        | Trains from 5 pm to 9 pm                           | 14 hrs. (5 pm to 7 am)    |
| D shift      | Stay over 2 hours       | Covering for training,<br>working in business unit | 14 hrs. (7 am to 9 pm)    |

When possible, the Employer will give at least fourteen (14) days' notice to employees of planned training.

**Section 17.05 – New Hire Orientation**

The Employer will provide the Union time to meet with new employees during the initial MCES operations orientation. The purpose of the meeting is to determine seniority and discuss matters related to the position. In the event the MCES operations orientation becomes an online program, the Employer will continue to provide time for the Union to meet with the new employees during the first week of employment.

**ARTICLE 18 – DISCIPLINARY PROCEDURES**

**Section 18.01 – Employment Standards**

The parties have acknowledged that it is critical to provide employees with a work environment that is productive, safe and free of harassment. Accordingly, the Employer will develop employment standards which will be furnished to the Union and to the employees. The Employer shall have the right to impose disciplinary action on employees for just cause when these employment standards are not met.

**Section 18.02 – Disciplinary Actions**

Disciplinary action shall normally take the form of oral reminder, written reminder, decision making leave, crisis suspension, unpaid suspension or termination. (See MCES Positive



Performance Procedure 4-7c) However, depending upon such considerations as the timeliness, severity, nature and other circumstances of an employee's activity, the disciplinary procedure may commence with any of the listed actions.

**Section 18.03 – Limitations of Discipline**

Disciplinary actions shall be imposed not later than fifteen (15) calendar days after the Employer determined that they had just cause to discipline the employee.

**Section 18.04 – Grievance Procedure**

Imposition of such suspensions shall be delayed, however, during the pending of a grievance filed in connection with the action. Nothing in this Agreement shall be construed to limit the Employer's right to immediately suspend employees in cases involving serious misconduct.

**Section 18.05 – Repeated Offenses**

The Employer shall impose disciplinary action in an effort to correct behavior which does not meet employment standards established by the Employer. Discipline will be progressive when appropriate as per Positive Performance Procedure. Documented disciplinary actions will not be referred to after it has been deactivated. (Exception: as it applies to Title 7 and the Minnesota Human Rights Act).

**Section 18.06 – Discharge Due Process**

Prior to the effective date of a regular employee's discharge, the Employer shall notify the employee and the Union, in writing, of the reason(s) for the discharge and the effective date thereof. After receiving such notice, employees may request an opportunity to hear the evidence against them and to present their side of the story to the Employer's representative. Employees may have Union representation at this meeting if they request such representation. The right to such meeting shall expire at the end of the employee's next scheduled workday after the notice of discharge has been delivered to them, unless the Employer and the involved employee agree otherwise. The discharge shall not become effective during the period when the meeting may occur. Employees shall remain in pay status during the time between the notice of discharge and the expiration of any requested meeting.

**ARTICLE 19 – PERSONNEL FILES**

**Section 19.01 – Personnel Files**

Employees shall have the right, upon request, to review the contents of their own personnel file. The Employer's Human Resources Department is responsible for maintaining employee personnel files. A representative of the Union may, at the request of the employee, accompany the employee at this review. In preparation for a grievance or arbitration hearing, the Union, at its request will be provided one copy of pertinent documents contained in the Employee's personnel file, at no cost.

**Section 19.02 – Grievance Procedure**

An employee shall have the right to challenge the contents of their personnel file through the procedures of the grievance of this Agreement.

## ARTICLE 20 – REGULAR VACANCY

### Section 20.01 – Posting and Regular Bid Procedure

Subd. 1. Frequency of Bids – Bids will occur as required to meet the operational needs of the Employer's facilities. When the Employer determines that a permanent vacancy exists, a bid shall be undertaken to fill that vacancy at the earliest appropriate date.

Subd. 2. Bid Administration – Upon receiving information from the Employer as to the identification of the positions to be filled and the relative seniority of bargaining unit employees, the Union and/or Management shall administer each bid. The results of each bid shall be posted as soon as possible following completion of the bidding process.

Subd. 3. Seniority Controlling – Positions shall be awarded to bidding employees in the order of their seniority and applicable qualifications.

### Section 20.02 – Challenges

Challenges to the results of any bid may be made in accordance with the provisions of the bid procedure itself. Nothing contained therein or in this Article is subject to the grievance and arbitration procedure of this Agreement.

### Section 20.03 – Filling Business Unit Coordinator Positions

Subd. 1. Assessment and Probationary Period – Qualified Business Unit Coordinators are essential to the operation of the Employer's plants; therefore, the parties agree that the most senior operator who bids the Business Unit Coordinator positions will be required to successfully participate in an assessment to measure skills and abilities. An employee who is not successful in the assessment process shall remain in their current positions. The successful operator must also get a satisfactory rating on their twelve (12) month probationary review. During the probationary period an employee may be removed at the discretion of the Employer. The twelve (12) month period as described in this section shall begin on the first full day the employee is assigned and paid as a Business Unit Coordinator.

Subd. 2. Certification – Business Unit Coordinators are required to certify in every position in their business unit. Business Unit Coordinators also may be required to attend other appropriate courses. Employees who do not certify shall be reclassified as a Plant Operator and assigned to a specific position by the Employer. The wage rate will be that of a Plant Operator. Such employees will remain in this status until they have the opportunity to bid a different position. Employees who do not certify shall not be allowed to bid a BUC position for a 2-year period.

Subd. 3. Licensing – Licensing – Operators starting with no MN wastewater certification, or a Class D, will have the experience/education required to meet the Class C exam criteria written in their probation review, as defined in 20.03 subdivision 1. The exact

timing of successful completion of the Class C exam will include availability of MPCA exam dates.

Operators who successfully complete the Class C exam or currently hold a Class C certificate will have two (2) years to complete the requirements to apply for and obtain a Class B certificate. The exact timing of successful completion of the Class B exam will include availability of MPCA exam dates.

Employees who do not attain the required licenses within the stated time limit will be reassigned to their formerly held classification until they bid into another bargaining unit position at the regular bid.

Note: All time spent in a BUC position will count towards the wastewater license attainment time requirements.

#### **Section 20.04 – Guidelines For Filling Permanent Positions**

For permanent positions resulting from resignation, retirement, etc.:

- The parties will discuss staffing needs prior to bidding and will utilize input from the business unit coordination teams. The Assistant General Manager or their designee provides final review and approval.
- Posting dates and move dates will be determined by the Employer.

### **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 Medical Insurance Programs**

The Employer shall continue to make available the option to participate in the health plans established by this Agreement for regular employees who retire, subject to the following conditions:

Subd. 1. Eligibility Requirements – Eligibility for an Employer contribution toward the cost of retiree health benefits in this subdivision will be limited to those eligible bargaining unit members of record on 9/24/1998. The eligible employees who retire must meet the following conditions to receive the Employer contribution toward the cost of retiree health benefits:

- i. Employees who voluntarily separate at or after age sixty-five (65) and who have at least ten (10) years of continuous employment, or
- ii. Employees who voluntarily separate prior to age 65, are eligible for an immediate MSRS annuity and have at least twenty (20) years of continuous employment are eligible to participate in the retiree medical program.
- iii. The retiree medical benefit is not available in cases of discharge.

Subd. 2. Retiree Premiums – Health plan coverage shall be on the same basis and at the same premium/contribution ratio as active employees.

**Employer Contributions for Eligible Retirees**

| Distinctions III | 2024 Full Premium | 2024 Employer Contribution |
|------------------|-------------------|----------------------------|
| Single           | \$1,164.00        | \$1,075.00                 |
| Family           | \$2,903.00        | \$2,486.00                 |

**65 + Rates**

|                                    |            |            |
|------------------------------------|------------|------------|
| One Entitled                       | \$422.90   | \$401.81   |
| Two Entitled                       | \$845.80   | \$735.69   |
| One w/One w/o;<br>Distinctions III | \$1,586.90 | \$1,358.95 |
| One w/Two w/o;<br>Distinctions III | \$2,161.90 | \$1,851.35 |
| Two w/One w/o;<br>Distinctions III | \$2,009.80 | \$1,721.10 |
| Two w/Two w/o;<br>Distinctions III | \$2,584.80 | \$2,213.51 |

Subd. 3. Voluntary Participation of Ineligible Retirees – Employees who retire and who do not meet the conditions of Subd. 1. of this Section, shall have the option of continuing to participate in the Employer’s health plans in accordance with Minnesota Statute 471.61 subd.2b.

Subd. 4. Benefit Limited to the Term of the Agreement – The Employer is only bound to provide the contributions toward the retiree insurance plans set forth in this Section for the duration of this Agreement. No Employee shall rely upon continuation of the Employer contributions set forth in this Agreement beyond the duration of this Agreement.

Subd. 5. Existing Retirees – Retirees and their dependents currently participating in the Employer’s health plan shall receive contributions according to the same method as described in Subd. 2. of this agreement.

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

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

- Voluntarily separate at age sixty-five (65) and who have at least ten (10) years of continuous employment, or
- Voluntarily separate prior to age sixty-five (65), are eligible for an immediate MSRS annuity and have at least twenty (20) years of continuous employment.
- The retiree life optional benefit is not available in cases of discharge.

Retirees electing this coverage shall pay the full premium up to \$132 per year.

### **Section 21.04 – Earned Vacation**

Upon retirement, employees shall be compensated for all unused vacation accumulated as of the date of retirement.

### **Section 21.05 – Retirement Celebration**

If an employee retires with at least 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 of award and recognition service (not to exceed \$75.00).

## **ARTICLE 22 – SEVERANCE**

### **Section 22.01 – Severance Benefit**

In recognition of extended continuous service and the accumulation of sick leave, a severance benefit is provided subject to the provisions of this Article.

**Section 22.02 – Discharged Employees Ineligible**

Employees discharged from employment for just cause shall not be eligible for severance benefits regardless of having qualified under the provisions of this Article.

**Section 22.03 – Severance Benefit**

The severance benefit for qualified employees shall be based upon the number of accumulated unused sick leave hours, the employee's basic hourly wage rate as of the date of separation, and the employee's length of employment. The specific benefit shall be calculated as follows:

The accumulated unused sick leave hours as of the date of separation multiplied by the basic hourly wage rate as of the date of separation all multiplied by the percentage determined according to the following table:

| <b><u>Length of Service</u></b>   | <b><u>Percentage</u></b> |
|---|--------------------------|
| 0 - 5 years of service .....  | 65%                      |
| 6 - 10 years of service .....   | 75%                      |
| 11 or greater years of service .....  | 90%                      |
| 11 or greater years of service with 1040 hours or more<br>of sick leave ..... | 100%                     |

**Section 22.04 – Payment**

The combined lump sum payment for earned vacation and severance benefits shall not exceed the amount allowable under Minnesota State Statutes. If the amount allowable is changed by statute, the parties will meet and negotiate regarding the effect of the change.

**ARTICLE 23 – SICK LEAVE**

**Section 23.01 – Rate of Accumulation**

Regular employees shall accumulate sick leave in accordance with the following schedule:

| <b><u>Service Requirement</u></b>   | <b><u>Sick Leave Benefit</u></b>   |
|---|------------------------------------|
| During the first 3 years (approximately 78 periods of continuous employment | 4 working hours per payroll period |
| Thereafter  | 5 working hours per payroll period |

**Section 23.02 – Effective on Payroll Period**

Changes in the rate of sick leave accrual for eligible employees shall be made effective at the beginning of the first payroll period following completion of the specified amount of service.

**Section 23.03 – Effective Date of Accumulation; Credited Service**

Sick leave accrual shall begin on the first full payroll period following the date of employment. For purposes of this Article, employees shall be considered to have completed a payroll period

by 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 layoff or leave of absence without pay shall not be credited in determining sick leave accumulation or rates of accrual.

### **Section 23.04 – Maximum Accumulation**

Subd. 1. Hours – Effective January 1, 1998, employees may accumulate sick leave to a maximum one thousand and forty (1040) hours.

Subd. 2. Sick Leave Conversion – Once in each payroll year, during the month of January for time accrued in the previous year, employees may convert accumulated sick leave hours over 1040 hours to a contribution to the Council's deferred compensation plan. Sick leave hours will be converted at 100% of the employee's current hourly rate at the time of the conversion. Requests for conversions must be submitted in writing. Contributions to deferred compensation made under this provision are subject to the rules and regulations of the deferred compensation plan.

### **Section 23.05 – Use of Accumulated Sick Leave**

An employee may utilize accumulated sick leave on the basis of application to and approval by their manager only for the duration of an absence necessitated by:

Subd. 1. Personal Illness or Injury – Inability to perform assigned job duties and responsibilities for reasons of personal illness or injury.

Subd. 2. Medical Care – Required medical or dental care.

Subd. 3. Exposure to Contagious Diseases – Exposure to contagious disease under circumstances in which the health of the employees with whom the employee is associated or members of the public with whom the employee deals would be endangered by the employee's attendance on duty.

Subd. 4. Family Illness or Injury – Sick leave may be used in conjunction with the illness or injury of a member of the employee's immediate family. For such purposes, all absences must follow the criteria outlined in Section 23.08 – Medical Verification.

Subd. 5. Use of Accumulated Vacation as Sick Leave – Vacation may be used in lieu of sick leave with the approval of an employee's manager and only when both of the following conditions have been satisfied: 1) the employee's sick leave benefits have been exhausted, and 2) the employee's absence exceeds forty (40) continuous hours. Requests shall be approved for current payroll periods only. Employees cannot choose to be in dock status if they have either vacation or sick leave balances available outside of conditions provided for in Article 15.02.

### **Section 23.06 – Definition**

The term immediate family for the purpose of this Article shall be defined as the employee's mother, father, stepparent, spouse, children, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, grandchild, and other relatives of the employee who are legal

dependents and who live in the household of the employee. Sick leave may also be used for self and immediate family members for purposes of “Safety Leave” as outlined in State Statute 181.9413; Sick Leave Benefits: Care of Relatives.

**Section 23.07 – Notification**

Employees eligible for sick leave shall have the individual responsibility of notifying their manager (or their manager's designated representative for this purpose) of an intended absence prior to the commencement of their scheduled workday as provided by Article 14 (Absences from Work).

**Section 23.08 – Medical Verification**

The Employer shall have the right to require medical verification any time there is cause to suspect abuse and in instances of absences in excess of three (3) consecutive scheduled workdays and in the event of the systematic use of sick leave and for all doctor and dentist appointments. Whenever the term medical verification is used in this Agreement, it shall mean a written statement, signed by the employee's attending physician, stating that they were seen and treated by the physician on the day medical verification was required and that they were then unable to work because of illness or injury. In the event of suspected abuse of sick leave, the Employer may notify the employee that medical verification may be required for similar subsequent absences. An employee shall not be required to provide medical verification if the Employer's request was made after the day or days in question and the employee did not see a physician on that date.

**Section 23.09 – Holiday Pay**

If a designated holiday occurs during a period an employee is on sick leave, provisions outlined in Section 25.05 (Subd. 1) shall apply.

**Section 23.10 – Minimum Amount of Use**

Sick leave scheduled in advance for purposes of medical or dental appointments shall be approved in increments of not less than one (1) hour. Unplanned sick leave may be used in fifteen (15) minute increments.

**Section 23.11 – Records**

The Employer shall maintain records of each employee's rate of sick leave accrual, amount of sick leave-accumulated, and the amount of sick leave used. The electronic pay stub is the official record.



**Section 23.12 – Active Workers' Compensation and the Use of Sick Leave**

Subd. 1. Employer Administration – In order to assure that Workers' Compensation payments protect the interests of injured employees and comply with the law, all benefit payments to individual employees will be given to eligible employees through the Employer.

Subd. 2. Election to Use Vacation and/or Sick Leave Benefits – Employees injured in work-related accidents and who are eligible for Workers' Compensation benefits and have an approved and active Workers' Compensation claim shall be provided the opportunity to elect whether they wish to use accumulated vacation or sick leave for time not paid by Workers' Compensation. They may elect to use all or any part of these accruals.

Should an employee be unable to make this election, the employee's spouse or parent if no spouse shall be consulted and that decision accepted. Should the election be made to use all or part of the employee's accumulated vacation or sick leave, the employee shall remain in a payroll status until the expiration of such accumulated accruals.

Subd. 3. Election to Receive Workers' Compensation Benefits – When all accumulated vacation or sick leave which an injured employee has elected to use has been exhausted, the employee shall receive only the Workers' Compensation benefits for which the employee is eligible until returning to work or further disposition of the claim is finalized. Employees electing not to use accumulated vacation or sick leave will receive only the Workers' Compensation benefit payments. While employed by the Metropolitan Council and receiving Worker's Compensation benefits, the Employer will continue to provide the health and dental insurance contributions on the same basis as provided for an active employee.

Subd. 4. Reconsideration of Election – Reconsideration of an injured employee's decision on the use or non-use of accumulated vacation or sick leave may be permitted.

**Section 23.13 – Sick Leave Pay at Termination of Employment**

All accumulated sick leave shall be canceled or distributed as a severance payment in accordance with Article 22 (Severance), upon the separation of an employee.

**ARTICLE 24 – VACATION**

**Section 24.01 – Rate of Accumulation**

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

**Service Requirement**

**Vacation Benefit**

During the first 2 years (approximately 52 payroll periods) of continuous employment

3 working hours per payroll period

During the 3rd year (approximately 53 to 78

4 working hours per payroll period

payroll periods) of continuous employment

After 3 years and through 6 years (approximately 79 to 156 payroll periods) of continuous employment

5 working hours per payroll period

After 6 years and through 10 years (approximately 157 to 259 payroll periods) of continuous employment

6 working hours per payroll period

After 10 years and through 20 years (approximately 260 to 519 payroll periods) of continuous employment

7 working hours per payroll period

After 20 years and through 25 years (approximately 520 to 644 payroll periods) of continuous employment

8 working hours per payroll period

After 25 years of continuous employment (approximately 645 payroll periods)

9 working hours per payroll period

#### **Section 24.02 – Effective on Payroll Period**

Changes in the rate of vacation accumulation for employees shall be made effective at the beginning of the first payroll period following the completion of the specified service requirements, above.

#### **Section 24.03 – Effective Date of Accumulation; Credited Service**

Vacation accrual shall begin on the first full payroll period following the date of employment. For purposes of this Article, employees shall be considered to have completed a payroll period by 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 layoff or leave of absence without pay shall not be credited in determining vacation accumulation or rates of accrual.

#### **Section 24.04 – Maximum Accumulation**

Vacation shall accumulate to no more than a maximum of three hundred twenty (320) working hours at the end of any calendar year. With the approval of the General Manager, employees who may otherwise forfeit accumulated vacation because the operating needs of the Employer prevented them from scheduling vacations during the year, shall be permitted to carry over excess vacation hours to be used in the next calendar year.

#### **Section 24.05 – Holidays**

If a designated holiday occurs during an employee's vacation period, provisions outlined in Section 25.05, Subd. 2 shall apply.

#### **Section 24.06 – Vacation Pay at Termination of Employment**

Employees separated from employment shall be compensated for the amount of vacation accumulated at the time of separation.

### **Section 24.07 – Minimum Amount for Use**

At all plants, vacation shall be charged as approved and used in amounts of not less than one (1) hour. Such requests shall not be approved for employees who have been scheduled for training or who have not been properly relieved or when a plant emergency condition exists. Vacation requests at any plant for less than one (1) day must be scheduled in accordance with the provisions of Section 24.08 of this Article and shall not cause the use of overtime as known at the time such vacations are requested. Partial vacations will only be granted in even clock or counting hour increments. Fractional requests (i.e., 3-1/4 hours, etc.) will not be authorized.

### **Section 24.08 – Vacation Scheduling**

Subd. 1. Vacations Scheduled by Seniority – Within each Business Unit, or work location, requests for scheduled vacations shall be accepted on a seniority basis from March 15<sup>th</sup> through April 15<sup>th</sup> for vacations starting the first pay period in May through the last pay period in October; and September 15<sup>th</sup> through October 15<sup>th</sup> for vacations starting the first pay period in November through the last pay period in April of each year. Prior to the vacation scheduling, Metro and Regional Plant prescheduled vacation limitations will be updated and posted. No employee shall be allowed to request a long term vacation outside of the sign up period. Vacation selections will be by seniority, and each selection shall involve only one consecutive timeframe, (i.e., day, week, etc.). The results of the semi-annual vacation scheduling procedures shall be posted as soon as possible after completion. Vacation requests during the scheduling period shall be governed by the procedures outlined in Subd. 2., below. Employees may cancel advance scheduled vacations once they have been approved provided at least two (2) weeks advance notice of the cancellation is provided and all of the scheduled vacation is canceled. When vacation is canceled, resulting canceled vacation periods will be filled on a seniority basis. Requests to cancel a portion of a scheduled vacation and requests to cancel without at least two (2) weeks' notice shall not be approved.

Subd. 2. Other Vacation – Within each Business Unit or work location requests for vacations which have not been scheduled in accordance with the procedure outlined above shall be accepted on a first-come/first-served basis without regard to seniority. Such vacation requests and the cancellation of such vacation, once approved, shall be approved in accordance with the table below:

Same day requests may be approved provided that process, safety and business needs are met (i.e., no OT required, personnel available for daily work assignments, etc.). Vacation limitations for same day requests shall not apply.

| <b>Length</b>                                   | <b>Notification</b>   | <b>Cancellation</b> |
|---|---|---------------------|
| More than one day, but less than one week       | At least 12 hours   | At least 12 hours   |
| Same day  | From 1-12 hours before shift; conditional OK up to 1 hr. before shift * | Can't cancel        |
| Prescheduled 2hrs. or more, but less than 1 day | At least 12 hours, no more than 10 days in advance                      | Can't cancel        |
| (Same day) 1 hour or more, but less than 1 day  | Same day  | Can't cancel        |

\*Conditional OK requires the employee to re-verify vacation approval.

**Subd. 3. General** – All vacation requests shall be made in writing to the Business Unit Manager or designee. Approval of the request by the manager is required prior to the employee's absence for vacation. Employees absent from work without an approved vacation request are subject to discipline. Vacation requests which are permitted by this Agreement at the end of a work shift must be approved by the employee's Business Unit Coordinator in accordance with the provisions of Section 24.07 of this Article.

**Subd. 4. Vacation Scheduling and Cancellation on an Emergency Basis** – Requests for emergency vacations or vacation cancellation (those for which the notification requirements set forth in Subd. 2 of this Section cannot be provided due to unforeseen circumstances which involve an element of hardship if not granted) will be considered on a case-by-case basis. All emergency situations must be verified and documented.

**Section 24.09 – Records**

The Employer shall maintain records of each employee's rate of vacation accrual, amount of vacation-accumulated, and the amount of vacation used. The employee's electronic pay stub is the official record.

**Section 24.10 – Vacation Cash Out**

An employee may cash out vacation by completing the appropriate form for requesting such cash out. Cash outs may be requested once per quarter between February 1<sup>st</sup> through November 30<sup>th</sup> of each calendar year and must be taken in whole hours. Following a cash out the employee must have a vacation balance of at least 100 hours. All cash out requests shall be final once they are posted into the WAM (Synergen) system.

## ARTICLE 25 – HOLIDAYS

### Section 25.01 – Holidays Defined

The following thirteen (13) days are holidays (a calendar holiday is defined as the designated holiday) for regular employees:

|                             |                             |
|-----------------------------|-----------------------------|
| New Year's Day              | January 1                   |
| Martin Luther King, Jr. Day | Third Monday in January     |
| Presidents Day              | Third Monday in February    |
| Good Friday                 | Friday before Easter        |
| Memorial Day                | Last Monday in May          |
| Juneteenth                  | June 19                     |
| Independence Day            | July 4                      |
| Labor Day                   | First Monday in September   |
| Indigenous Peoples' Day     | Second Monday in October    |
| Veterans Day                | November 11                 |
| Thanksgiving Day            | Fourth Thursday in November |
| Christmas Day               | December 25                 |
| Floating Holiday            | Individually Scheduled      |

The Floating Holiday referenced above must be scheduled in advance in the same manner as vacation, i.e., the notification requirements and scheduling limitation provisions of Section 24.08 apply. Such days may not be accumulated from one year to the next or paid in lieu thereof. Regular employees who have completed the initial probationary period as of each January 1 shall be eligible for the Floating Holiday.

### Section 25.02 – Holiday Pay

Subd. 1. Holidays Worked – Employees scheduled to work on the above designated holidays shall be paid for all hours on a holiday in accordance with the provisions of Article 12 of this agreement.

### **Section 25.03 – Banked Holiday Pay**

Subd. 1. Banked Holiday Pay – Scheduled hours worked on a holiday (excluding overtime hours) and hours for holidays which fall on the employee’s regularly scheduled days off will be designated as Banked Holiday Pay, which shall accumulate until it is paid off with the payroll period that ends with Thanksgiving Day. All hours in the Banked Holiday Bank at that time will be paid out. If, as a result of a lump sum payment for any holiday, any employee is overpaid for any reason, the amount of over payment shall be deducted from their paycheck over three (3) pay periods.

Subd 2. Conversion of Holiday Pay to Vacation – An employee may elect to use accumulated Banked Holiday Pay as paid time off, subject to the same approval basis as vacation time, provided the employee has not been disciplined by suspension during the six (6) calendar months immediately preceding the beginning of the pay period during which the Banked Holiday Pay is to be used as paid time off.

### **Section 25.04 – Sick Leave and Vacation on Holidays**

Subd. 1. Sick Leave – If a designated holiday occurs during a period an employee is on sick leave, the employee will be paid the holiday pay rather than be charged for sick leave, thereby reducing an employee’s holiday pay lump sum or vacation conversion.

Subd. 2. Vacation – Employees absent on holidays due to vacation will be charged at the rate they would have been paid for that day, thereby maintaining an employee’s holiday pay lump sum or vacation conversion.

### **Section 25.05 – Eligibility**

To be eligible for holiday pay, an employee must have worked their last scheduled workday before the designated holiday and their first scheduled workday following the designated holiday. For the purpose of this Article, employees on vacation or sick leave properly granted shall be considered to have worked their scheduled workday before and/or after the holiday.

### **Section 25.06 – Non-Relievers Working Holidays**

If plant needs dictate, the Employer may ask employees on 8 and 10 hour shifts to work on a designated holiday. The scheduled hours worked would then be designated to the employees’ banked holiday pay per Section 25.03, Subd. 1 except as limited by Section 12.02.4.

## **ARTICLE 26 – SUBCONTRACTING**

In the event the Employer determines to subcontract operations 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 of the subcontracting.

**ARTICLE 27 – INSURANCE BENEFITS**

**Section 27.01 – Insurance Programs**

The Employer shall maintain insurance programs consisting of Distinctions III and Empower HRA medical plans, a dental plan, a life insurance plan and a long-term disability insurance plan for operating personnel. All plans shall consist of benefits, conditions and eligibility requirements as established by the contract between the Employer and the Insurance Company.

**Eligibility:** All regular full-time employees are eligible for insurance benefits outlined in Article 27. Eligibility for coverage shall begin on the employee’s date of hire. Eligible employees must complete the election form within 30 days of the date of hire to qualify for enrollment. Changes to the election are allowed with a qualified life event as defined under federal law. An open enrollment period will be conducted annually by the Employer.

The premiums shown below for the Empower HRA do not include the annual HRA contribution to the VEBA trust which is \$1,375 for single and \$2,750 for family insurance.

**2024 Employer Contributions**

|                                  | <b>Full<br/>Premium</b> | <b>Employer<br/>Contribution</b> |
|----------------------------------|-------------------------|----------------------------------|
| <b>Distinctions III – Single</b> | \$1,164.00              | \$1,075.00                       |
| <b>Distinctions III – Family</b> | \$2,903.00              | \$2,486.00                       |
| <b>Empower HRA – Single</b>      | \$762.00                | \$724.00                         |
| <b>Empower HRA – Family</b>      | \$1,905.00              | \$1,657.00                       |
| <b>Dental – Single</b>           | \$47.00                 | \$42.00                          |
| <b>Dental – Family</b>           | \$125.00                | \$103.00                         |

**Employee Contributions for Full-Time Employees** – In any year in which the total premium for medical and/or dental premiums increase from the prior year, the employee contribution for that insurance plan shall be determined by increasing the percentage of the employee contribution of the total premium by 1% each year until the employee’s contribution reaches 10% of the total single premium and 20% of the total family premium for all medical and dental insurance plans, except in 2018 and 2019 the employee contribution will increase .5% each year. The employee contribution shall be stated as a dollar amount and shall be rounded to the nearest whole dollar. In any year in which there is no increase, or there is a decrease, in the total premium over the prior year, the employee contribution, stated as a dollar amount, shall remain unchanged.

As described above, the Metropolitan Council will offer a high deductible/VEBA plan (Empower HRA). This plan will include an irrevocable VEBA trust funded by the Metropolitan Council.

Required employee contributions shall be handled by automatic employee payroll deductions on a pre-tax basis.

**Section 27.02 – Notice of Premium Changes**

Notice of premium increases or decreases shall be given to eligible employees one (1) payroll period before the effective date of the premium decrease or increase.

**Section 27.03 – Life Insurance and Long-Term Disability Insurance**

Effective January 1, 2005, the Employer shall provide life insurance and long-term disability insurance for operating personnel. The Employer Contributions of thirty-two cents (\$0.32) per hour to the Union for term life and long-term disability insurance shall cease effective December 31, 2004.

Subd. 1. Life Insurance – Effective January 1, 2005, for eligible employees the Employer shall pay 100% of the required monthly premium for \$50,000 term life insurance, \$50,000 accidental death and dismemberment insurance coverage and dependent life insurance (\$10,000 spouse and \$5,000 children) as established by the insurance carrier.

Eligible employees shall have the option of individually purchasing additional life insurance for themselves and/or their eligible dependents on a fully-contributory basis. Required employee contributions shall be handled by automatic employee payroll deductions on an after-tax basis.

Subd. 2. Long-Term Disability Insurance – The Employer shall pay 100% of the required monthly premium. The benefit will be 66.6% of the employee’s base monthly salary up to a maximum benefit amount of \$5,000 per month, after the 90<sup>th</sup> day of disability as established by the insurance carrier.

**Section 27.04 – Post Retirement Health Care Savings Account**

The Employer shall defer \$0.50 per hour of each represented employee’s hourly pay for employees hired after 9/24/1998, and remit to the Union-designated MSRS Post-Retirement Health Care Savings Plan. This deferment will be for all hours paid, excluding overtime hours. This contribution shall not exceed forty (40) hours per week per employee. Additionally, the Employer shall contribute \$1.24 per employee per pay period for the Union-designated MSRS Post-Retirement Health Care Savings Plan representing 50% of the FICA savings of such payments. In addition to the FICA savings contributions, effective 01/01/15, the employer shall contribute \$4.00 per employee hired after 9/24/1998, per pay period and remit to the Union-designated MSRS Post-Retirement Health Care Savings Plan. This contribution will be for all hours paid, excluding overtime hours and shall not exceed forty (40) hours per week per employee.

The Union shall indemnify the Employer and hold it harmless against all claims or other forms of liability that may arise out of, or by reason of, this deferment or the Post-Retirement Health Care Savings Plan for which it is intended.

**ARTICLE 28 – LABOR-MANAGEMENT COMMITTEE**

The Employer and the Union shall continue to meet as a Joint Labor-Management Committee for the continuing purpose of meeting and discussing matters of mutual interest and concern. The



Committee shall have no authority to conduct negotiations on contractual issues and it shall not serve as a substitute for the Grievance Procedure outlined elsewhere in this Agreement.

## **ARTICLE 29 – 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 with regard to public assistance, membership activity in a local commission, disability, veteran status or because of membership or non-membership in the Union. Employees will perform their duties and responsibilities in a non-discriminatory manner and will not discriminate against other employees or members of the general public. The Union will work with the Employer in applying the provisions of this Agreement.

### **Section 29.01 – Union Membership**

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

### **Section 29.02 – Union Affairs**

Employees choosing to participate in the internal affairs of the Union as an officer, steward, or in any other capacity may do so without fear of reprisal by the Employer for such participation, consistent with the employee's job duties and responsibilities.

## **ARTICLE 30 – SAFETY**

### **Section 30.01 – Safe Conditions**

The Employer and the Union agree with the necessity of establishing safe and healthy working conditions. Employees are obligated to cooperate in the implementation of regulations establishing such conditions.

### **Section 30.02 – Safety Committee**

The Union shall appoint two (2) employees and one (1) alternate to participate on the Safety Committee with no loss of regular pay for such participation.

### **Section 30.03 – Safety**

It is the intent of the Employer to encourage a safe workplace. All employees shall comply with applicable laws and all safety rules and regulations established by the Employer.

### **Section 30.04 – Drug and Alcohol Policy**

It is in the interest of the Union and the Employer to ensure a safe drug and alcohol-free workplace. Therefore, all Local 49 employees shall be subject to random and reasonable suspicion testing in accordance with Minnesota Statutes Sections 181.950 through 181.957 and under Metropolitan Council Policy 4-9-1, Drug Free Workplace and Policy 4-9-3, Drug and Alcohol Free Testing Program Policy for Non-FTA Safety Sensitive Employees, and E4-9-3a-MCES Alcohol and Drug Testing Program. Documented disciplinary actions surrounding

positive drug and or alcohol test results will not be referred to after a ten (10) year period following the date of disciplinary action, if there are not further occurrences within that period.

### **ARTICLE 31 – WAGES AND CLASSIFICATIONS**

The basic hourly rate of each job classification covered by this Agreement is set forth in Appendix "A" of this Agreement.

### **ARTICLE 32 – ADA/REASONABLE ACCOMMODATION**

#### **Section 32.01 – 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 qualified job applicants in accordance with the provisions of the ADA.

#### **Section 32.02 – Process**

Upon request, an employee seeking an accommodation shall be entitled to Union representation. The Employer shall review the employee's request for reasonable accommodations which may include but 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 Union when such accommodation would result in a conflict with other contract provisions for the purpose of discussing a waiver or modification of said provision. Any waiver of labor agreement provisions must be agreed to by both the Employer and the Union.

#### **Section 32.03 – Confidentiality**

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

### **ARTICLE 33 – DURATION**

The terms and provisions of this Agreement except where specifically noted otherwise herein, shall become effective on January 1, 2024, and shall extend through December 31, 2026. Thereafter, this Agreement shall remain in force from year to year, unless either party hereto, by giving the other party to this Agreement notice in writing no less than sixty (60) calendar days prior to June 30 of any year thereafter, that such party desires to reopen the Agreement for amendment or desires to terminate the Agreement.

### **ARTICLE 34 – SUPPLEMENT TO STATUTES**

The Employer and the Union agree that this Agreement serves as a supplement to the legislation (Minnesota Statutes (1974), Chapter 473) creating and directing the Employer. If any part of this

Agreement is in conflict with such enabling statute, the statute shall prevail. The parties, on written notice, agree to negotiate that part in conflict so that it conforms to the statute.

#### **ARTICLE 35 – MUTUAL AGREEMENT TO AMEND**

The parties to this Agreement may, by mutual written agreement, amend the provisions of this Agreement at any time during the duration of this Agreement.

#### **ARTICLE 36 – SAVINGS CLAUSE**

This Agreement is entered into with the intention that it in no way violates or is in conflict with any existing State or Federal statute. In the event any provision of this Agreement is found contrary to law by a court of competent jurisdiction from which 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 agree, upon written notice, to enter into negotiations to place the voided provisions of the Agreement in compliance with the statute.

#### **ARTICLE 37 – COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully set forth in this Agreement. Therefore, any and all prior agreements, rules, and regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

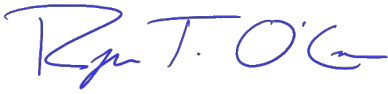
#### **ARTICLE 38 – MUTUAL PLEDGE**


The parties hereby pledge that during the term of this Agreement the Union will not engage in or condone any strike, work stoppage, or any other concerted refusal to perform work duties on the part of any employee covered by this Agreement and the Employer will not engage in or condone any lockout of the employees covered by this Agreement as a result of a dispute with the Union.


**SIGNATURE PAGE**

SIGNED THIS 22 day of October, 2024, and attested to as the full and complete understanding of the parties by the signatures of the following representatives of the Employer and the Union for the duration specified herein.


**FOR THE EMPLOYER:**


|   |            |
|---|------------|
|  | 10/25/2024 |
| Ryan O'Conner   | Date       |
| Regional Administrator<br>Metropolitan Council                                    |            |

|   |            |
|---|------------|
|  | 10/25/2024 |
| Cassandra Tabor   | Date       |
| Chief Human Resource Officer<br>Metropolitan Council                              |            |

|   |            |
|---|------------|
|  | 10/23/2024 |
| Alexis Baker  | Date       |
| Labor Relations Program Manager<br>Metropolitan Council                             |            |

**FOR THE UNION:**

|  |            |
|--|------------|
|  | 10/22/2024 |
| Jason George   | Date       |
| Business Manager<br>I.U.O.E., Local 49   |            |

|  |            |
|--|------------|
|  | 10/22/2024 |
| Cory Bergerson   | Date       |
| Business Representative<br>I.U.O.E., Local 49                                      |            |

**APPENDIX "A"**

**CLASSIFICATIONS AND RATES OF PAY**

**Hourly Rates of Pay Effective**

|                                      | <b>12/23/2023</b> | <b>12/21/2024</b> | <b>12/20/2025</b> |
|--------------------------------------|-------------------|-------------------|-------------------|
| Chief Power Plant Engineer           | \$54.15           | \$56.05           | \$57.73           |
| Power Plant Engineer                 | \$48.59           | \$50.29           | \$51.80           |
| Chief Stationary Engineer            | \$46.40           | \$48.02           | \$49.46           |
| Business Unit Coordinator            | \$43.71           | \$45.24           | \$46.60           |
| Plant Operator                       | \$39.99           | \$41.39           | \$42.63           |
| Assistant Operator                   | \$38.97           | \$40.33           | \$41.54           |
| Stationary Engineer                  | \$41.63           | \$43.09           | \$44.38           |
| Stationary Engineer Apprentice       | \$41.14           | \$42.58           | \$43.86           |
| Operator Trainee I                   | \$26.03           | \$26.94           | \$27.75           |
| Operator Trainee II (after 6 months) | \$31.76           | \$32.87           | \$33.86           |

Yearly wage increase for each classification is based on the Plant Operator rate for prior year.

**Wage Adjustments** – Increases, when negotiated, shall be effective the beginning of a pay period which contains January 1 (or whatever the effective dates of increase) of each year of the Agreement.

**Shift Premium** – Effective January 22, 2022, when fifty percent or more of the employee's worked hours are between 7:00 p.m. and 7:00 a.m., the employee will receive a 5.5% shift premium in addition to the employee's basic hourly rate. Employees who work overtime between the hours of 7:00 p.m. and 7:00 a.m. will receive a 5.5% shift premium for each hour worked during those hours in addition to the employee's basic hourly rate.

**Wastewater Certification Pay Adjustments and Requirements** – With validity of license verified to the Employer, certification pay will be added at a rate of:

A: \$0.70/hr.            B: \$0.60/hr.            C: \$0.50/hr.

**Boiler License Pay** – With validity of license verified to the Employer, license pay will be added at a rate of:

\$0.15 for any boiler license required by the Employer.

**CDL Pay** – CDL pay will be added at a rate of \$0.25/hr. for any CDL license required by the Employer.

**Continuity Pay: 1 year – 2 year – 3 year**

Upon completion of 1 continuous year of service in a work location (as defined in Section 9.01), an employee shall be eligible for 1% of premium pay to be paid on all hours paid, effective the first day of the pay period following the anniversary date.

Upon completion of 2 continuous years of service in a work location (as defined in Section 9.01), an employee shall be eligible for 1.5% of premium pay to be paid on all hours paid, effective the first day of the pay period following the anniversary date.

Upon completion of 3 continuous years of service in a work location (as defined in Section 9.01), an employee shall be eligible for 2.5% of premium pay to be paid on all hours paid, effective the first day of the pay period following the anniversary date.

Upon voluntarily bidding to another work location (as defined in Section 9.01), an employee's continuous service starts over. The premium is paid on the employee's base wage rate.

## APPENDIX "B"

### CERTIFICATION AND LICENSING

Preamble: parties recognize that the operator certification program shall be developed jointly by the Union and Management.

#### Section 1 – Certification

- A. **Certification Periods** – All operators who attain a position pursuant to a bid must certify within an agreed upon timeframe as outlined below. (Exceptions and changes will be resolved via the meet and confer process). Employees may certify at any time within the specified time frame. The certification time periods are:
- i. **The First Sixty (60) Days** – Employees must take the demonstration evaluation within sixty (60) days of assuming the position. Employees who do not pass the evaluation may request a thirty (30) day extension.
  - ii. **The First One Hundred and Fifty (150) Days** – All BUC positions system-wide and Plant Operator positions in the LBU, SBU and Seneca are provided an extended training period. The Union and Employer will discuss and designate jobs in the future that may need an extended period. Employees must take the demonstration evaluation within one hundred-fifty (150) days of assuming the position. Employees who do not pass may request a thirty (30) day extension.
  - iii. **Completion Plans** – If an operator requests a thirty (30) day extension as described under “Certification Periods,” a completion plan will be developed. Such plans will address specific training needs.
- B. **Recertification** – Management reserves the right to require an employee to demonstrate competency within a Business Unit when any of the following circumstances occur:
- Absence from the Business Unit for a period of twelve (12) months.
  - New technology or a significant change in job duties.
  - Performance issues.
  - Safety concerns.
- C. **Time Extensions** – Subject to management approval, day-to-day extensions to certification periods may be granted to individuals who have been on long-term approved leaves.
- D. **Demonstration Evaluations** – Employees should schedule their certification demonstration evaluations through their Business Unit Coordinator. The employee’s Business Unit Coordinator and/or manager and a subject-matter expert previously certified in the position shall participate in the evaluation process.

- E. **Failure to Certify** – Employees who do not certify shall be assigned to a specific position by the Employer. The wage rate will be that of a Plant Operator. Such employees will remain in this status until they have an opportunity to bid a different position. Employees who do not certify shall not be allowed to bid that specific position for a 2-year period.

## **Section 2 – Licensing**

**Licenses** – Licenses required to certify are listed in the job posting requirements on bid documents and in the Licensing Section of this Appendix.

- A. **Special Licenses** – A number of positions require special licenses within the certification period. This includes, but is not limited to, boiler licenses, commercial driver’s licenses (CDLs), and respirator certification. Business needs may dictate that some positions require licenses within a lesser time frame, e.g., commercial driving licenses (CDLs). Failure to acquire any of these special licenses may result in the employee failing certification.
- B. **Miscellaneous Provisions** – The following licensing provisions shall be observed:
- i. Validity of “A” and “B” CDLs will be checked at the DMV.
  - ii. All employees with driving responsibilities will be subject to the Federally mandated DOT random alcohol and drug testing requirements.
  - iii. License Renewal – The Employer will compensate the difference between the cost of a regular driver’s license and a Class A or B Commercial Driver’s License, only if the license is required by the Employer.

## **Section 3 – Boiler Room Positions**

Anyone hired after 06/21/07, as a Stationary Engineer may bid only for Business Unit Coordinator or Stationary Engineer positions. They may not bid for positions in other classifications.

- A. **Stationary Engineer Apprentice** – Are “locked in” to this position for 5 years until they receive their class 1A license. They cannot bid out or be bumped out of the Boiler Room. Upon assuming the position, the Apprentice will have thirty (30) days to get a Special Boilers License. After passing this exam, hours start accumulating towards the apprenticeship. The Apprentice then has fourteen (14) months (eligible to take 2A exam in twelve (12) months) to pass the 2A Boiler License and sixty (60) days from that date to complete the requirements of the SMB plant specific “Boiler Room Training Manual.” A thirty (30) day extension may be requested. The Apprentice has a total of thirty eight (38) months to acquire a 1A license (eligible to take 1A exam at thirty six (36) months).
- B. **Stationary Engineer: Subject to Relief Assignments** – Local 49, Metropolitan Council Environmental Services and the Metropolitan Council have agreed to establish a category of employee known as “Stationary Engineer: Subject to Relief Assignments.” An employee filling such a position will be assigned to the work of a Stationary Engineer and Plant Operator as business needs require. The employee must meet all qualifications of the



Stationary Engineer and Plant Operator classifications. The employee will earn the rate of a Stationary Engineer for all hours worked, even hours performing the duties of a Plant Operator.

***The Union and Employer have agreed to the following:***

- i. A Stationary Engineer filling a shift position designated by the Employer as “Subject to Relief Assignments” will perform work as a Plant Operator on their scheduled shift in the Solids Business Unit when not engaged in work as a Stationary Engineer.
- ii. A Stationary Engineer subject to relief assignments will be paid for all hours worked at the negotiated rate of a Stationary Engineer.
- iii. Stationary Engineers subject to relief assignments will be pooled with all other Stationary Engineers on their shift for the purpose of vacation scheduling.
- iv. A Stationary Engineer subject to relief assignments will be eligible for Stationary Engineer and/or Plant Operator overtime within the business unit.
- v. The Stationary Engineer/Plant Operator Relief’s are assigned to each shift to relieve the Stationary Engineers on their shift only. This will allow a vacation compliment of one (1) off per shift.

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**METROPOLITAN COUNCIL**

**and**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, Local Union No. 49**

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**LETTER OF AGREEMENT**

The Metropolitan Council (hereinafter, the Employer) and International Union of Operating Engineers, Local 49 (The Union) are parties to a Labor Agreement (the Agreement) which became effective on January 1, 2024. In the collective bargaining which produced this Agreement, the parties also reached certain other agreements and understandings which they desire to confirm herein.

The parties have agreed as follows:

**NEFCO, or any other fertilizer hauler contracted (hereinafter referred to as  
“Contractor”), at the Blue Lake Solids Facility**

The International Union of Operating Engineers, Local Union No. 49 (hereinafter *Union*) and the Metropolitan Council (hereinafter *Employer*), in order to provide for the continued and expanded use of bargaining unit employees by the contractor at the Blue Lake facility, do hereby mutually agree to amend their Agreement by this Letter of Understanding. Although the parties recognize the legitimate interests of the contractor and mutually pledge to be responsive to the contractor’s expression of such interest. No contractor is a party to this Letter of Understanding.

***The Union and Employer agree to the following:***

1. The Union will not negotiate with the contractor over hours, wages, or any other term or condition of employment. This does not prevent the Union from conferring with the contractor on issues of mutual concern.
2. The Employer will not change hours, wages, or terms or conditions of employment as established by the Agreement or this Letter of Understanding except as provided in Section 33.02 of the Agreement (Mutual Agreement to Amend).
3. Employees working for the contractor’s operation, as part of the Solids Handling Plant Operator group (which includes the Thickening & Dewatering and the Final Stabilization Facilities) shall periodically be subject to the direct supervision and control of the contractor, including but not limited to performance reviews. This provision does not preclude the Employer from disciplining an employee for cause.

4. Any term or condition of employment not established by the Agreement, or this Letter of Understanding shall remain with the Employer to establish, modify, or eliminate. Therefore, the Employer may grant the contractor the right to establish, modify or eliminate such terms or conditions of employment, consistent with the procedure set forth in Section 3.02 of the Agreement (Notice to Union).
5. The contractor shall have the authority to discipline an employee working in the contractor final stabilization facility (FSF), provided the contractor has first consulted with an Employer delegated representative. Any contractor-initiated discipline is subject to the terms and conditions of the labor agreement, and in any arbitration hearing related to discipline, the contractor manager shall be afforded the same credibility as any supervisor employed by the Employer.
6. The contractor will solicit input from the Union prior to making any staffing level changes, but the Employer will have the right to make final decisions to establish or modify staffing levels to meet business needs.
7. Recognizing the contractor's need for a certified workforce during all hours of operation, the Union and Employer agree as follows:
  - a) Employees who bid and are assigned full time to the contractor's operation cannot bid out of the assignment for 24 months.
  - b) Employees who are forced by their seniority to bid a Solids Handling position may exercise their right to bid and move for a period of four (4) months effective upon initial move date to the contractor. If the employee chooses to exercise this right, they must submit a bid slip for any/all open positions for which they qualify. Failure to do so will immediately activate the two-year lock, retroactive to their initial assignment to the Solids Handling position. The exception to the two-year lock would be if a plant operator successfully bid into a Business Unit Coordinator (BUC) position.
  - c) No employees assigned to the Solids Handling Plant Operator group shall bid out if three or more of the Metropolitan Council employees assigned full time to the group have left for any reason during any rolling twelve-month period. This requirement does not apply for Operators who have served five (5) consecutive years or more as a Solids Handling Plant Operator.
  - d) If more than three attempts to leave, the bids of junior employees will be denied. An employee may be denied the right to bid if the result would leave a shift without an operator with more than six months of Solids Handling Plant Operator group experience as a FSF certified operator.
  - e) Blue Lake BUCs will fill an administrative function at FSF, training and certification will not be required.

- f) The contractor may delay implementation of a bid out under Section 11.07 of the agreement (Emergency Scheduling).
8. If the Comp Team arrangement is terminated, this Letter of Agreement becomes null and void.
9. The Employer and Union mutually agree to meet and confer and/or negotiate as is necessary to assure the successful implementation of this Letter of Understanding.
10. This Letter of Understanding is hereby incorporated into the parties' agreement and is therefore subject to Section 33.05 of the agreement (Duration).
11. This Letter of Understanding replaces all earlier letters of understanding related to this issue.

### **Compensation During Conference/Seminar Attendance**

I.U.O.E., Local 49 and the Metropolitan Council agreed in Article 11, Section 11.02, Scheduled Hours of Work and Article 12, Section 12.02, Overtime Conditions to assign work hours according to outlined start and stop times, and compensate employees for scheduled overtime. The parties now wish to modify that agreement. Accordingly, the following modifications shall occur.

To ensure all hours in attendance at non-mandatory conferences, and/or seminars, the employee is approved to attend outside the employee's assigned shift are compensated appropriately, the Union and the Employer agree to the following:

- **Section 11.02 – Scheduled Hours of Work**

The Parties mutually agree to adjust hours of work to accommodate attendance at conferences and/or seminars.

- **Section 12.02 – Overtime Conditions**

The Parties mutually agree to waive applicable overtime provisions. All hours in attendance will be paid at straight time while in attendance at non-mandatory conferences and/or seminars.

- **Section 12.03, #3 – Double Time Conditions**

The Parties mutually agree to waive applicable double-overtime provisions while in attendance at non-mandatory local conferences, or seminars when such events occur on an employee's regularly-scheduled day off.

### **Transit Pass**

Bargaining unit employees shall be entitled to free passage on all regular route busses and trains funded by the Employer in accordance with the administrative policies and procedures

established by the Employer. Charter, special and sightseeing services shall not be included in the program. The Employer reserves the right to revoke employee privileges under the program for abuse and to discontinue the program for all employees if discontinued generally.

**FOR THE EMPLOYER:**

 10/25/2024

Ryan O'Connor Date  
Regional Administrator  
Metropolitan Council


 10/25/2024  
[Cassandra Tabor \(Oct 25, 2024 10:19 CDT\)](#)

Cassandra Tabor Date  
Chief Human Resource Officer  
Metropolitan Council

 10/23/2024

Alexis Baker Date  
Labor Relations Program Manager  
Metropolitan Council

**FOR THE UNION:**

  
[Jason George \(Oct 22, 2024 16:41 CDT\)](#)

Jason George Date  
Business Manager  
I.U.O.E., Local 49

 10/22/2024  
[Cory Bergerson \(Oct 22, 2024 12:52 CDT\)](#)

Cory Bergerson Date  
Business Representative  
I.U.O.E., Local 49



