

# Labor Agreement between the Metropolitan Council and Law Enforcement Labor Services, Inc. Local 203

Police Administration and Command  
Employees



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## **ARTICLE 1 – PREAMBLE**

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

## **ARTICLE 2 – RECOGNITION**

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

The Employer recognizes the Union as the exclusive representative of all sworn police administration and command employees of the Employer who are *public employees* within the meaning of *Minnesota Statutes* 179A.03, Subd. 14 and who are organizationally situated in the Metropolitan Transit Police Department of the Employer's Transit Operations Division including Transit Police Supervisors but **excluding** the Chief of Police, the Deputy Chief of Police and Captains, *confidential employees* within the meaning of *Minnesota Statutes* 179A.03, Subd. 4, and all other employees. The job classification titles of those employees within the scope of the Union's bargaining unit are set forth in Appendix A of this Agreement.

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

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

## **ARTICLE 3 – EMPLOYER RIGHTS**

### **Section 3.01 – Obligation to Negotiate Acknowledged**

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

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

The Parties also acknowledge that the Employer has retained the right to operate and manage all staff, facilities and equipment and all other inherent managerial rights which are necessary to meet statutory requirements and the resolutions of the governing body of the Metropolitan

Council and that such rights have been limited only to the extent governed by the express terms and provisions of this Agreement.

### **Section 3.03 – Extra Agreement Conditions**

It is further agreed that any *term or condition of employment* which has not been established by the express terms and provisions of this Agreement may be established, modified or altered by the Employer following discussions with the Union. Implementation of such shall be by written administrative directive or Metropolitan Council policy.

### **Section 3.04 – Work Rules**

The Employer shall have the right to establish reasonable policies and work rules which shall be posted for a period of seven (7) consecutive days and copies shall be furnished to the Union.

## **ARTICLE 4 – UNION RIGHTS**

### **Section 4.01 – Union Stewards and Officers**

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

### **Section 4.02 – Union Representative**

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

### **Section 4.03 – Association Dues Check-off**

Subd. 1. Deductions of Dues; Remittance – The Employer shall deduct from the salary of employees, who authorize such a deduction in writing, an amount necessary to cover monthly Union dues. Monies so deducted shall be remitted monthly as directed by the Union.

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



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

#### **Section 4.04 – Employee Lists**

Subd. 1. New Bargaining Unit Employees – The Employer shall notify the Union of the names, addresses and job classifications of all new employees covered by this Agreement. Such lists shall be prepared at the request of the Union but no more frequently than once each calendar quarter.

Subd. 2. Composition of Bargaining Unit – The Employer shall notify the Union of the names, addresses, job classifications and rates of pay of all employees covered by this Agreement. Such lists shall be prepared at the request of the Union but no more frequently than once each calendar year.

#### **Section 4.05 – Bulletin Boards**

The Employer shall make space available on the employee bulletin board for the posting of Union notices and announcements.

### **ARTICLE 5 – EMPLOYEE RIGHTS**

#### **Section 5.01 – Right to Elect or Decline Union Membership**

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

#### **Section 5.02 – Reprisals Prohibited**

Employees choosing to participate in the internal affairs of the Union as an officer, steward, or in other capacities, may do so without fear of reprisal by the Employer for such participation.

Nothing in this article, however, shall be construed to permit interference with the full, faithful and proper performance of an employee's duties of employment.

### **ARTICLE 6 – DISCIPLINARY PROCEDURES**

#### **Section 6.01 – Discipline for Just Cause**

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

#### **Section 6.02 – Disciplinary Actions**

Disciplinary actions by the Employer shall normally be administered progressively and shall include only reprimands, suspensions, demotions, and discharges.

### **Section 6.03 – Notification**

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

### **Section 6.04 – Appeal to Grievance Procedure**

Disciplinary actions imposed upon employees are subject to review under the grievance procedure set forth elsewhere in this Agreement. Grievances associated with the discharge of an employee may be initiated at Step 2 of the procedure. The non-disciplinary judgments of supervisors concerning job performance, work directives and statements of performance and/or conduct expectations – whether presented to employees verbally or in writing – are not subject to review under the grievance procedures set forth elsewhere in this Agreement except where such judgments and/or statements are relied upon by the Employer to withhold a pay progression step under Section 10.02 (*Pay Progressions*) of this Agreement.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

### **Section 7.01 – Purpose**

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

### **Section 7.02 – Union Representation**

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

### **Section 7.03 – Grievance Avoidance Procedure**

Employees and their supervisors are expected to work cooperatively and constructively with one another to minimize the need to file grievances under this Agreement. Where an employee believes that the Employer may be improperly applying or interpreting the provisions of this Agreement, the Employee shall promptly discuss the matter with his or her immediate supervisor in an effort to resolve the matter informally.

### **Section 7.04 – Grievance Procedure**

Grievances shall be resolved in conformance with the following procedure:

**Step 1** – Where the informal discussions between an employee and his or her supervisor do not resolve the employee's concern, the employee may file a grievance which describes the alleged violation, the circumstances under which it occurred, and the remedy requested. Grievances shall be referred to the Chief of Police within fourteen (14)

calendar days after the alleged violation has occurred or within twenty-one (21) calendar days after the employee, through the use of reasonable diligence should have had knowledge of the alleged violation. The Chief shall attempt to resolve the grievance directly or may delegate that responsibility to another manager or representative. Within fourteen (14) calendar days after receiving the grievance, the Chief shall reply in writing to the employee and the Union.

**Step 2** – If the Chief’s response to the grievance does not resolve the dispute, the Union may, within seven (7) calendar days of the date upon which the Chief’s response was given, refer the grievance to the Employer’s General Manager (Metro Transit). The General Manager shall attempt to resolve the grievance directly or may delegate that responsibility to another manager or representative. Within fourteen (14) calendar days after receiving the grievance, the General Manager shall reply in writing to the Union.

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

#### **Section 7.05 – Arbitration**

If a grievance remains unresolved after operation of the grievance procedure described in Section 7.04 of this Agreement, and the Union has properly requested arbitration of the grievance, the matter shall be heard and decided by an arbitrator. If the Parties fail to mutually agree upon an arbitrator, either Party may request the Minnesota Bureau of Mediation Services to submit a panel of seven (7) arbitrators from which the arbitrator will be chosen.

#### **Section 7.06 – Arbitrator’s Limitations**

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the specific issue 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) calendar days following close of the hearing or the submission of briefs by the Parties, whichever be later, unless the Parties agree to an extension. The decision shall be based solely on the Arbitrator’s interpretation or application of the express terms of this Agreement and the evidence and testimony presented. The decision of the Arbitrator shall be final and binding on the Employer, the Union, and the employees.

#### **Section 7.07 – Arbitrator’s Fees**

The fees and expenses for the Arbitrator’s services and proceedings shall be borne equally by the Employer and the Union, provided that each Party shall be responsible for compensating its own

representatives and witnesses. If either Party desires a transcript of the proceedings, it may cause such a record to be made by a certified reporter provided it pays for the record and arranges for a copy of the transcript to be given to the Arbitrator. The other party may purchase a copy of the transcript at its own expense.

#### **Section 7.08 – Time Limits**

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

### **ARTICLE 8 – PROBATIONARY PERIODS**

#### **Section 8.01 – Original Employment Probationary Period**

All personnel originally hired, or rehired following separation, to regular employment status in the classification of Sergeant shall serve a probationary period of twelve (12) continuous months of work, during which time the employee shall demonstrate fitness and ability to perform the job classification's duties and responsibilities. All personnel originally hired, or rehired following separation, to regular employment status in the classification of Lieutenant shall serve a probationary period of eight (8) continuous months of work, during which time the employee shall demonstrate fitness and ability to perform the job classification's duties and responsibilities. At any time during the 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. Such termination of employment shall not be subject to the dispute resolution provisions of this Agreement.

#### **Section 8.02 – Promotional Probationary Period**

All personnel promoted to the job classification of Sergeant shall serve a probationary period of twelve (12) continuous months of work. All personnel promoted to the job classification of Lieutenant shall serve a probationary period of eight (8) continuous months of work. During the promotional probationary period an employee may be returned to the employee's previously held job classification at the sole discretion of the Employer. An employee who is returned to his or her previously held job classification during the probationary period shall receive a written notice of the reasons for such return. The Employer's decision and the reassignment effected pursuant thereto shall not be subject to the dispute resolution provisions of this Agreement.

## **ARTICLE 9 – HOURS OF WORK AND OVERTIME**

### **Section 9.01 – Continuous Operation**

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

### **Section 9.02 – Consecutive Hours**

The regular hours of work each day shall be consecutive. Each work shift shall include two (2) rest periods of fifteen (15) minutes each in duration and a meal period not to exceed thirty (30) minutes in duration during which employees shall remain on duty. Such meal and rest periods shall be included in work time. Regularly scheduled days off shall normally be consecutive.

### **Section 9.03 – Normal Payroll Period**

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

### **Section 9.04 – Work Schedules**

The Employer shall prepare and post normal work schedules for all bargaining unit employees at least seven (7) calendar days in advance of the effective date of such normal work schedules.

The Employer will allow Employees to bid on work schedules within classification by seniority one (1) time per year, or more often if necessary; except for those positions which are considered "Special Assignments".

### **Section 9.05 – Overtime Work**

Assigned overtime will be distributed at the discretion of the Employer as equally as possible; seniority within the current rank shall be considered in determine the distribution of overtime, with exception of short-notice OT which is handled via the five (5) calendar day rule, with the fifth day being the day of the overtime. An employee must work overtime and call backs if requested by the Employer, unless unusual circumstances prevent the employee from doing so. Overtime attributed to an employee's completion of normally assigned duties is not considered assigned overtime.

### **Section 9.06 – Emergencies**

In the event of emergencies arising from the operation of the Employer's facilities, nothing herein shall prohibit the Employer from establishing a workday or workweek necessary to meet the emergency. While no advance notice is required, the Employer shall attempt to provide as much advance notification to involved employees as is possible and practical under such emergency conditions.

### **Section 9.07 – Notice of Absences**

Employees who are unable to report for a scheduled workday have a personal responsibility to notify their department director or an authorized representative of such absence no later than one-half (½) hour after the beginning of their scheduled workday, except in the event of an emergency which would prohibit such notification. Failure to make such notification may be grounds for discipline.

### **Section 9.08 – On-Call Pay for Investigations**

When the employer requires that an employee assigned to investigation must be available and “on call” for work *and* be able to report in a reasonable time, regardless of their FLSA status, the employee shall be compensated at the rate of two hours straight time per 24-hour period. When the employee is called in to duty, the on-call time should be reported as overtime.

### **Section 9.09 – Training Time**

Employees scheduled to attend training classes of at least eight (8) hours shall be credited with working their entire shift. Should the training exceed eight (8) hours, no overtime will be awarded for training time. This applies to shifts eight (8) hours or more; a day of training is equal to a day of regular work.

## **ARTICLE 10 – COMPENSATION**

### **Section 10.01 – Job Classifications and Pay Grades**

Job classifications shall be assigned to a pay progression schedule based upon the job classification's duties, responsibilities, difficulty, and minimum hiring requirements. Pay progression schedules for the job classifications covered by this Agreement are set forth in Appendix A of this Agreement.

### **Section 10.02 – Pay Progressions**

Rates of pay for employees covered by the terms of this Agreement shall, for the duration hereof, be determined in accordance with the provisions of this Article.

Except as may be permitted under the provisions of Section 10.04 (*Minimum Salary Standards*) of this Agreement, no bargaining unit employees pay rate shall exceed the maximum pay progression amounts set forth in Appendix A of this Agreement for their job classification.

All employees in the bargaining unit will be assigned a rate of pay based upon job classification and Appendix A.

### **Section 10.03 – Pay Upon Promotion**

The salary of an employee who is promoted shall be the rate of pay defined in Appendix A.

### **Section 10.04 – Minimum Salary Standards**

The provisions of this article shall be considered by the Parties to express the minimum standards applicable to bargaining unit employees. In the event the Chief of Police, with the approval of the Employer's Regional Administrator, in their sole discretion, act to permanently or temporarily increase an employee's salary to levels above such minimum standards, such shall not be considered to be a violation of this Agreement.

### **Section 10.05 – Overtime Pay**

Transit Police Supervisors shall be compensated at the rate of one and one-half times (1½) their regular, base rates of pay for all *overtime* work within the meaning of Section 9.05 (*Overtime*

Work) of this Agreement. Transit Police Supervisors may elect to be compensated for overtime work in the form of compensatory time at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime work. Compensatory time may be accumulated to a maximum of eighty (80) hours. Compensatory time may be used as requested and approved in advance.

#### **Section 10.06 – Call Back to Work**

Transit Police Supervisors shall be compensated at the rate of one and one-half times (1½) their regular, base rates of pay for all hours worked after having been called back to work or for training and/or weapons qualification during their normal off duty hours or four (4) hours' pay at straight-time rates, whichever is greater. The minimum pay provisions of this section do not apply where a Transit Police Supervisor is called to work early (i.e., immediately preceding and continuous with a regularly scheduled work shift) or held over immediately after the end of their regularly scheduled work shift.

#### **Section 10.07 – Call Back to Testify in Court**

Transit Police Supervisors shall be compensated at the rate of one and one-half (1½) times their regular, base rates of pay for all work time required in court testimony during their normal off duty hours or four (4) hours' pay at straight-time rates, whichever is greater. The minimum pay provisions of this section do not apply where a Transit Police Supervisor is called to testify immediately preceding or immediately after a regularly scheduled work shift.

#### **Section 10.08 – Court Standby**

Employees who are required by the Employer or the court to stand by for testimony in a case arising from their duties performed for the Employer, shall be paid one (1) time their regular straight-time rate of pay for each hour on standby with a two (2) hour minimum. Standby pay shall terminate automatically at 1800 hours each day or when cancelled by the Employer or the court, whichever first occurs. The two (2) hour minimum pay provisions of this section shall apply whenever a court duty standby or court testimony directive is cancelled after 1800 hours on the day preceding court.

Employees are required to verify Standby with Prosecuting Attorney or designee on date of Standby by 0900 hours for morning standby and 1300 hours for afternoon Standby.

Standby pay shall not be provided on any day such employees actually report for court proceedings as directed.

#### **Section 10.09 – Court Time and Preparation**

- (a) Employees will be compensated for all time required in court including time required in *standby* status in anticipation of such appearances when:
  - (1) The court case is within the scope of the employee's employment and the employee is under subpoena or trial notice for the appearance, a copy of which has been provided to the department.
- (b) An employee will be permitted necessary time in consultation with attorneys while on

duty, provided:

- (1) The case is within the scope of the employee's employment and,
  - (2) Prior approval of such on-duty consultation is received from the employee's immediate supervisor.
- (c) Employees shall be compensated for all off-duty time spent in consultation with attorneys where:
- (1) The City Attorney, an involved County Attorney and/or Federal Authority, requires the employee's attendance at such meeting, and
  - (2) The consultation cannot reasonably be rescheduled to the involved employee's normal on-duty hours, and
  - (3) The same *scope of employment* and *prior approval* criteria outlined in Paragraph (b), above, are satisfied.

#### **Section 10.10 – Night Shift Differential**

Transit Police Supervisors shall be paid an additional five percent (5%) of their regular, base rates of pay for all hours worked on shifts beginning between 1200 and 2400 hours.

#### **Section 10.11 – Uniforms and Allowances**

The Employer shall provide an initial issue of required uniform and equipment items. Employees will be issued an annual uniform allowance prior to January 15th of each calendar year. The Employer will replace all clothing and equipment damaged or lost in the line of duty. The Employer shall provide any new required uniform items. Annual uniform allowances shall be as follow:

2024	\$1,000
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#### **Section 10.12 – Effective Dates for Changes**

Salary adjustments based upon promotion dates, negotiated increases and any other adjustments which are not temporary in nature, will occur on the first day of the pay period in which the adjustment date occurred.

#### **Section 10.13 – Pager / Cell Phone Pay**

Employees required to carry a department pager or cell phone will receive an additional \$30.00 per month, effective January 01, 2008.

#### **Section 10.14 – P.O.S.T. License**

The Employer will pay the full cost of the Employee's P.O.S.T. license renewal fee incurred while employed under the terms of this Agreement.

#### **Section 10.15 – Promotions**

Senior employees shall be given preference with regard to transfer, job classifications and promotions within the bargaining unit when the job-relevant qualifications of employees are deemed to be equal.

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### **Section 10.16 – Tuition Reimbursement**

Reimbursement for tuitions, fees and/or materials (books) will be provided, subject to available funds and consistent with Policy and Procedure 4-5c of the Metropolitan Council.

### **Section 10.17 – Incentive for Riding Bus or Train**

An employee who rides to work on the regular route of a bus or train, in full uniform, for a minimum of fifteen (15) minutes each way, shall be paid one-half (½) hour of straight time pay for each day the ride is completed in both directions. Riding only one way will not qualify for compensation with one exception: An employee may qualify for one-half (½) hour of straight time pay if the one-way ride in full uniform is at least thirty (30) minutes one way *and* a ride on a regular transit route is not available at the other end of the employee's shift.

## **ARTICLE 11 – HOLIDAYS**

### **Section 11.01 – Designated Holidays**

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

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Floating Holidays (5)	As Arranged

Holiday pay within the meaning of this Article shall be calculated at the rate of eight (8) hours straight-time pay and shall be paid for each of the days recognized by this Agreement as *holidays*. Holiday pay shall also be paid where the holiday falls on an employee's regularly scheduled day off.

### **Section 11.02 – Pay for Work Performed on Holidays**

When Transit Police Supervisors are required to work on days recognized by this Agreement as holidays, they shall be paid at the rate of one and one-half (1½) times their regular, base rates of pay for all hours worked on the holiday in addition to the holiday pay for which they may be entitled.

### **Section 11.03 – Floating Holidays**

Regular employees, who have satisfactorily completed the initial probationary period, shall receive forty (40) hours personally scheduled holiday time, referred to in this Agreement as *floating holidays*, each calendar year. Such floating holiday time shall be arranged in advance with each employee's immediate supervisor. Floating holiday time may be used in an amount of

four (4) hours or more; not to exceed the employee's normal workday. Floating holidays may not be accumulated from year to year. Up to sixteen (16) hours of the forty (40) hours of floating holiday time that remain unused on December 31 of any calendar year shall be paid to the employee the following January.

#### **Section 11.04 – Eligibility**

Employees must be in active, paid employment status to be eligible for holiday pay; i.e., they must have worked their last scheduled workday before the holiday and the first scheduled workday following the holiday unless on an approved paid absence.

#### **Section 11.05 – Religious Holidays**

An employee who observes a religious holiday on days which do not fall on a Sunday or a legal holiday shall be entitled to such days off from his/her employment for such observance with the approval of the immediate supervisor. Such days off shall be taken off without pay unless 1) the employee has accumulated annual leave benefits available in which case the employee shall be required to take such days off as annual leave, or 2) the employee has available floating holidays which the employee desires to use, or 3) the employee obtains supervisory approval to work an equivalent number of hours (at regular, base salary rates of pay) at some other time during the calendar year.

### **ARTICLE 12 – ANNUAL LEAVE**

#### **Section 12.01 – Annual Leave Accrual**

Regular and probationary employees other than those in their first calendar year of employment shall accrue annual leave based on service credit in accordance with the following schedule:

<b>Service Credit</b>	<b>Annual Leave Benefit per pay period</b>	<b>Hours per Year</b>
First two (2) years	5 hours	Up to 130 hours
At the beginning of the 3rd year	6 hours	156 hours
At the beginning of the 4th year and through the 6th year	8 hours	208 hours
At the beginning of the 7th year and through the 12th year	9 hours	234 hours
At the beginning of the 13th year and through the 20th year	10 hours	260 hours
At the beginning of the 21st year and though the 25th year	11 hours	286 hours
At the beginning to the 26th year	12 hours	312 hours

Effective November 01, 2022, employees hired during the year shall not accrue annual leave during their first calendar year of employment. Instead, such employees shall receive an annual leave bank

as of their first day of employment prorated for the number of pay periods (effective the first day of the pay period closest to hire date) remaining in the calendar year.

An employee on probation, who receives a pro-rated annual leave bank, shall not be eligible to receive payment for unused accumulated annual leave should the employee leave service prior to completion of probation.

Current benefit eligible Metropolitan Council employees who promote/transfer into this bargaining unit will continue to accrue annual leave subject to the levels of the above table. If the promoted/transferred employee was in a vacation/sick leave program, Section 12.03 applies.

\*Service credit includes the aggregate amount of paid full-time employment as a POST licensed full-time Peace Officer in the State of Minnesota, or as an equivalent full-time Peace Officer in another state. Among the experiences which shall be excluded from service credit are: experience in any branch of the U.S. Armed Forces, non-sworn employment by a police agency, employment by a private or public security agency, experience as a jailer or correctional guard (unless the position was a POST licensed, full-time Peace Officer position) and all other experience which did not include the same level of police authority as provided to a full-time Peace Officer under Minnesota Statutes. Employees who are promoted into the Union from another position within the Council will retain service credit for all prior service in a “benefits-eligible” position. Annual leave shall not accrue during periods of layoff, suspension, leave without pay or during periods of annual leave taken immediately prior to voluntary resignation. Employees being paid for less than eighty (80) hours in a pay period shall accrue pro-rated annual leave if paid for forty (40) hours or more in that payroll period. No annual leave shall accrue during a pay period if the employee is not compensated for at least forty (40) hours.

An employee may utilize accumulated annual leave on the basis of request and approval by the employee’s immediate supervisor or other designated representative.

### **Section 12.02 – Use of Annual Leave**

In the event of an emergency or unforeseen event, the employee shall notify their immediate supervisor of such absence as soon as possible, but no later than one-half (½) hour before the beginning for their normal workday, unless an emergency prohibits such notification. A request and approval to use annual leave for other reasons must be authorized prior to the use of annual leave. Approval is subject to employer discretion.

### **Section 12.03 – Conversion of Vacation and Sick Leave to Annual Leave**

Upon implementation of this section, and whenever an employee is promoted or transferred into this bargaining unit, current accumulated paid leave shall be converted to annual leave in accordance with the following:

- A. Sick Leave will convert at forty percent (40%). All sick leave shall be removed from the employee’s record.
- B. Vacation will convert at one hundred percent (100%).

C. Annual Leave will convert at one hundred percent (100%).

In no event, may accumulation as a result of conversion exceed one thousand forty (1,040) hours.

**Section 12.04 – Maximum Accumulation**

Employees may accumulate unused annual leave to a maximum of one thousand forty (1,040) hours. The maximum accumulation provisions of this section may be temporarily waived by the Chief of Police or the General Manager of Metro Transit if an employee's request to use annual leave was denied. Under no circumstances, however, shall an employee be compensated for more than one thousand forty (1,040) hours of annual leave upon termination.

**Section 12.05 – Scheduling use of Annual Leave in Increments of forty (40) hours or more (to be known as “vacation” for the purposes of this section only.)**

The Employer shall establish vacation scheduling policies and procedures which are consistent with the operating and staffing needs of the department. All paid vacations must be requested and approved in advance in conformance with the vacation scheduling policies and procedures in effect within the department. The Employer reserves the right to determine the maximum number of employees to be scheduled on vacation at any one time within each job classification. Conflicts between employees concerning vacation schedules which cannot be resolved by the affected employees themselves and their supervisors shall be resolved by relative job classification seniority within the department. Ties in department seniority shall be broken by Employer seniority.

**Section 12.06 – Annual Leave Conversion**

Once in each payroll year, employees may convert accumulated annual leave to a contribution to the Employer's deferred compensation plan, provided the employee retains at least forty (40) hours of accumulated annual leave. Requests for conversion must be submitted in writing to the Director of Human Resources or designee. Contributions to deferred compensation made under this provision are subject to the rules and regulations of the deferred compensation plan.

**Section 12.07 – Annual Leave at Termination of Employment**

An employee separated from employment, or on an approved indefinite long-term disability leave of more than one (1) year, shall be paid for any unused accumulated annual leave up to one thousand forty (1,040) hours at the employee's rate of pay upon separation. A temporary waiver of the one thousand forty (1,040) cap for the accumulation does not waive the one thousand forty (1,040) cap for pay upon termination.

**Section 12.08 – Use of Annual Leave for Personal Illness or Injury**

Eligible employees may be paid available annual leave benefits when approved in advance by their immediate supervisor and properly used for the purposes described in this section. The Employer may require a medical examination or medical certificate as deemed necessary before approving use of annual leave.

**Section 12.09 – Injury in the Line of Duty Pay**

Employees injured in the performance of their duties for the Employer and who are unable to

work may qualify for Injury in the Line of Duty benefit. To qualify for this income protection benefit, the injury must be police specific. This means the injury resulted from an activity that is unique to police work: in the process of making an arrest, executing a search warrant, responding to an emergency situation, doing patrol work or engaging in job-related physical training.

Employees eligible for Injury in the Line of Duty benefit will be compensated at their base rate of pay for a standard 40-hour work week, with the employee's payroll deductions, PERA, and other benefit elections remaining in place, for a period not to exceed eighteen (18) weeks per injury. Injury in the Line of Duty is a worker's compensation supplemental program, employees injured in the workplace but not in a line of duty situation may be eligible for normal worker's compensation benefits.

The Injury in the Line of Duty benefit will be paid at the rate of pay the Employee earned on the last workday before the injury in the line of duty, no change in the rate of pay shall be made while receiving this benefit. All benefits provided for by the Agreement shall remain in effect during the injury in the line of duty benefit period. This income protection benefit will begin on the day of the qualifying injury in the line of duty. Should an employee be unable to return to work at the end of the eighteen (18) week period, normal worker's compensation provisions would apply.

#### **Section 12.10 – Annual Leave upon Promotion into Unit**

If an employee of the Metropolitan Council who is promoted into the unit is earning annual leave at a higher rate than the rate prescribed by this agreement, the employee shall continue to accrue at said higher rate for the balance of the calendar year in which the promotion occurs. At the end of the calendar year the employee shall revert to accruing annual leave as prescribed herein.

#### **Section 12.11 – Annual Leave Conversion to Income**

An employee may convert accumulated unused annual leave to income once per calendar year, provided the conversion is requested between April 1 and October 31 and provided the conversion does not reduce the employee's accumulated balance of unused annual leave below one hundred (100) hours.

### **ARTICLE 13 – SALARY CONTINUANCE FOR FULL-TIME EMPLOYEES**

#### **Section 13.01 – Purpose**

Salary continuance provides income protection between the 41<sup>st</sup> and 520<sup>th</sup> work hour of each medically verified illness, injury or other disability. (Annual leave may be used for the first forty (40) hours of an extended absence due to an Employee's illness, injury or other disability.)

#### **Section 13.02 – Schedule of Benefits**

Compensation under the Salary Continuance Plan shall be in accordance with the following schedule:

<b>SALARY CONTINUANCE SCHEDULE</b>		
Service Credit as defined in Article 12	Work hours at Full Salary	Work Hours at 60% Salary
0 to 5 years	200	280
6 to 10 years	400	80
11+ years	480	0

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

\*New Hire Probation is the first probationary period an employee serves at the Metropolitan Council, regardless of bargaining unit.

### **Section 13.03 – Request and Verification**

The Employee shall submit a written request for salary continuance, accompanied by a written medical statement verifying the illness, injury or other disability and the expected length of absence. In the event that the Employee is physically or mentally unable to submit the necessary paperwork, the Employee's spouse, partner, or legal representative can make the election on behalf of the Employee to use salary continuance and his or her decision accepted.

### **Section 13.04 – Compensation Rate**

Salary continuance benefits shall be paid at the rate of pay the Employee earned on the last workday before an absence due to illness, injury or other disability. No change in the rate of pay shall be made while an Employee is on salary continuance. An Employee may use accumulated annual leave to supplement the salary continuance hours, but in no instance shall the total number of hours exceed the hours normally associated with the Employee's base salary.

### **Section 13.05 – Benefits during Salary Continuance**

Annual leave accrual and paid holiday leave shall be based on the number of paid hours of salary continuance according to the benefit schedule in this Article. All benefits provided for by the Agreement shall remain in effect during salary continuance in the same manner as an active Employee.

### **Section 13.06 – Workers' Compensation**

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

### **Section 13.07 – Return to Work**

Salary continuance benefits shall be discontinued upon an Employee's return to full-time, active work. An Employee medically authorized to return to work on a part-time basis following an

illness, injury or other disability, may do so, based on the needs of the work unit. In such cases, salary continuance benefits will continue to be paid in addition to salary for actual hours worked up to the scheduled benefit level. The period of illness, injury or other disability together with such part-time salary continuance benefits shall not exceed five hundred twenty (520) work hours. Salary continuance benefits shall be discontinued if the Employee becomes eligible for long-term disability insurance benefits.

### **Section 13.08 – Recurrence**

An employee who suffers a recurrence of disability within one hundred eighty (180) days of the employee's return to work will become eligible for the remaining portion of benefit according to the salary continuance schedule, without serving a forty (40) hour waiting period, provided:

- A. The recurrence occurs within one hundred eighty (180) days of the employee's return to work, and
- B. The recurrence is due to the same cause, or
- C. The recurrence is due to a related cause.

A recurrence which occurs more than one hundred eighty (180) days after the initial return to work will be treated as a new illness, injury or disability.

## **ARTICLE 14 – LEAVES OF ABSENCE**

### **Section 14.01 – Leaves With Pay**

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

Subd. 2. Court Duty – Regular and probationary employees called for jury duty shall receive their regular daily compensation less the amount of jury fees during such period service is required.

Subd. 3. Subpoena as a Witness – Regular and probationary employees subpoenaed as a witness in a proceeding arising from the exercise of the employee's duties and responsibilities to the Employer shall receive compensation as provided by this Agreement, less the amount of witness fees during the period service is required. (This provision does not supersede Section 10.07, Call Back to Testify in Court.)

Subd. 4. Funeral Leave – Regular and probationary employees who suffer a death in their immediate family shall be granted a leave of absence with pay for periods not to exceed three (3) working days. For purposes of this subdivision, the term *immediate family* shall

mean the employee's spouse, parent, mother-in-law, father-in-law, stepparent, child, stepchild, daughter or son-in-law, brother, sister, brother or sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew or first cousin.

Subd. 5. Administrative Leave – Administrative leave with full or partial pay may be requested by regular employees for the purpose of attendance at professional meetings, comparable activities, or other approved purposes. Such leave may be requested by the employee and shall be subject to the approval of the Employer's Regional Administrator or his/her designee.

Subd. 6. Bone Marrow Donor Leave – Pursuant to applicable Minnesota statutes, employees shall, upon advance notification to their immediate supervisor and approval by the Employer, be granted a paid leave of absence at the time they undergo medical procedures to donate bone marrow. At the time such employees request the leave, they shall provide to their immediate supervisor written verification by a physician of the purpose and length of the required leave. The combined length of leaves for this purpose may not exceed one (1) full work week unless agreed to by the Employer in its sole discretion.

Subd. 7. Leave Following a Critical Incident – The Chief of Police may place an employee on a paid administrative leave following a critical incident.

Subd. 8. Paid Parental Leave – See Metropolitan Council Procedure HR 4-1g effective November 01, 2018.

## **Section 14.02 – Leaves Without Pay**

Subd. 1. Military Leaves of Absence – Regular and probationary 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 continue until the employee is relieved from active duty.

Subd. 2. Family and Medical Leave – Employees shall be granted leaves of absence in accordance with the applicable provisions of the Federal Family and Medical Leave Act, the Minnesota Parental Leave Act and the administrative procedures established by the Employer.

Subd. 3. Union Leave – Regular employees who are (1) elected or appointed full-time



representatives of the Union, or who are (2) elected or appointed by the Union to perform temporary duties for the Union shall be granted a leave of absence without pay in accordance with the provisions of *Minnesota Statutes* 179A.07, Subd. 6 provided that the granting of such leave under (2), herein, does not adversely affect the operations of the Employer.

Subd. 4. School Conference and Activities Leave – Leaves of absence without pay of up to a total of sixteen (16) hours during any twelve (12) month period for the purpose of attending school, pre-school or childcare provider conferences and classroom activities of the employee's child shall be granted provided such conferences and classroom activities cannot be scheduled during non-work hours. When the need for the leave is foreseeable, the employee shall provide reasonable prior notice of the leave to their immediate supervisor and shall make a reasonable effort to schedule the leave so as not to disrupt the operations of the Employer. Employees may use accumulated annual leave benefits for the duration of such leaves.

Subd. 5. Other Leaves Without Pay – Regular employees may be allowed to be absent from duty without pay on the basis of individual application and subject to the advance approval of the Employer.

#### **Section 14.03 – Approval in Writing**

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

#### **Section 14.04 – No Compensation or Benefits**

During periods of leave without pay, employees shall not accrue or earn any benefit or term or condition of employment other than those which may be required by law or the other provisions of this Agreement.

### **ARTICLE 15 – INSURANCE BENEFITS**

#### **Section 15.01 – Insurance Coverage**

The Employer shall maintain an insurance program consisting of hospital-medical, life, long term disability and dental insurance benefits for all eligible employees. The Employer reserves the right to change carriers, providers and policies provided the benefits which were in effect at the time this Agreement was made are maintained at comparable levels. The contracts between the Employer and the various insurance carriers or providers, and not this Agreement, shall govern all questions associated with claims, benefits and eligibility. Except for inactivity caused by work-related illnesses or injuries, employees who are inactive and who are not receiving compensation, but whose employment status with the Employer has not terminated, shall be required to pay the full cost of the required premiums beginning with the first full month of inactivity in order to keep such coverages in effect.

### **Section 15.02 – Hospital-Medical Insurance Premiums and Enrollment**

The health coverage shall consist of benefits and conditions as established by the contracts between the Employer and the health insurer and other health carriers. The Metropolitan Council shall offer two plan options, the HealthPartners Distinctions III plan and the Empower HRA plan. The monthly employer contributions shown below for the HRA do not include the annual HRA contributions, which are \$1,375 per year for single and \$2,750 per year for family insurance for the duration of this agreement. Required employee contributions shall be handled by automatic payroll deductions, except when an employee's pay status is inactive.

#### **Insurance Contributions**

The Metropolitan Council's employer contribution for medical insurance for 2015 will match the contribution made in 2014. In the event that the total premium decreases in the future years, the employee contribution will remain unchanged. In the event that the total premium increases, the employee will accept the first one percent (1%) increase plus fifty percent (50%) of the remaining total increase, however; in no case will the employee contribution exceed ten percent (10%) of the total single premium or twenty percent (20%) of the total family premium.

As described above, Metropolitan Council will offer a high deductible/HRA plan (Empower HRA). This plan will include an irrevocable VEBA trust funded by Metropolitan Council. For the duration of this contract, the HRA contribution will equal the deductible amount of the high deductible health plan. It is the intention of the Metropolitan Council to not limit the remaining balance that can be carried forward yearly by LELS members.

Subd. 1. Coverage Upon Retirement – None of the members of the bargaining unit as of October 15, 2005 is eligible for an Employer contribution toward health plan premiums after retirement. The policy of the Metropolitan Council, however, provides that an employee who was eligible for such a contribution under the terms of another contract or plan prior to transfer to another unit shall maintain eligibility. Accordingly, such employees shall retain eligibility, but the terms and conditions are outside the scope of this Agreement.

Subd. 2. Newly hired employees – Upon proper application, newly hired eligible employees shall be enrolled in the health plan of their choice on the first day of employment as a regular full-time employee.

### **Section 15.03 – Life Insurance Amounts, Premiums and Enrollment**

Employee basic term life coverage shall be two times annual base salary up to \$200,000 for employees whose appointed hours equal twenty (20) or more. Specific coverage and eligibility requirements are included in plan brochures. The Council shall pay the full premium for employee basic term life insurance. Any premium paid by the Council for coverage in excess of \$50,000 is subject to a tax liability in accordance with IRS regulations. An employee may decline coverage in excess of \$50,000 by completing a waiver form.

Subd. 1. Premiums – The Employer shall pay the monthly premiums required for the basic benefits described above.

Subd. 2. Additional Insurance – Employees may purchase additional life insurance coverage for themselves and/or their eligible dependents at their own expense in accordance with the supplemental insurance provisions of the contract between the Employer and the insurance carrier. Proof of insurability may be required for such coverage. Upon proper application, newly hired eligible employees shall be enrolled immediately in the basic life insurance plan.

#### **Section 15.04 – Long Term Disability Insurance**

Employees who work at least thirty (30) hours per week shall be enrolled in long-term disability insurance. At the time this Agreement was made, such benefits were payable under qualifying conditions to disabled employees after a six (6) month waiting period to age 70 at the rate of sixty percent (60%) of the employee's base rate of pay to a maximum of \$3,500.00 per month.

Subd. 1. Premiums – The Employer shall contribute fifty percent (50%) of the monthly premiums required for such coverages for all eligible employees.

Subd. 2. Eligibility – Coverage under the Employer's long-term disability insurance plan is automatic.

Newly hired eligible employees shall be enrolled in the long-term disability insurance on the first day of employment as a regular full-time employee.

#### **Section 15.05 – Dental Insurance**

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

##### **Insurance Contributions**

The Metropolitan Council's employer contribution for dental insurance for 2015 will match the contribution made in 2014. In the event that the total premium decreases in the future years, the employee contribution will remain unchanged. In the event that the total premium increases, the employee will accept the first one percent (1%) increase plus fifty percent (50%) of the remaining total increase, however; in no case will the employee contribution exceed ten percent (10%) of the total single premium or twenty percent (20%) of the total family premium.

Upon proper application, newly hired eligible employees shall be enrolled in the Employer's dental insurance on the first day of employment as a regular full-time employee.

#### **Section 15.06 – Flexible Benefits**

Regular full-time employees who are enrolled in the Employer's hospital/medical insurance or health plan shall be eligible to participate in the pre-tax medical and/or long-term care spending

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accounts established by the Employer under the provisions of *IRS Code* Sections 125, 129 and 179. The *Plan Document*, and not this Agreement, shall govern all questions associated with eligibility, claims and plan benefits.

#### **Section 15.07 – Deferred Compensation**

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

#### **Section 15.08 – Pension Contributions**

The Employer shall make pension deductions and contributions for eligible employees as required by applicable Minnesota statutes. Such matters are not subject to collective bargaining between the Parties or review under the grievance/arbitration provisions of this Agreement.

#### **Section 15.09 – Health Care Savings Account**

Subd. 1 – Each employee in the bargaining unit shall contribute a percentage of their gross wages (defined as those wages which are subject to PERA contributions) into a Health Care Savings Account administered by the Minnesota State Retirement System (MSRS). Deductions shall be made each pay period and remitted promptly to MSRS in a manner satisfactory to the MSRS.

Transit Police Supervisors entering the bargaining unit prior to January 01, 2004 will contribute five percent (5%) of gross wages to the Health Care Savings Plan (Tier 1). Transit Police Supervisors entering the bargaining unit after January 01, 2004 will contribute two percent (2%) of gross wages to the Health Care Savings Plan (Tier 2).

Subd. 2 – All monies due upon retirement under terms of the Agreement, limited to unused holidays and accrued but unused annual leave, shall be placed into an employee's managed Health Care Savings Account.

#### **Section 15.10 – Health Insurance Re-Opener**

Should the Metropolitan Council pursue an RFP for health insurance; the parties agree to reopen the bargaining of this Agreement for the sole purpose of discussing insurance provisions and language (Article 15, Sections 15.02 and 15.05) for the 2014 insurance year only.

### **ARTICLE 16 – SENIORITY, LAYOFF AND RECALL FROM LAYOFF**

#### **Section 16.01 – Seniority**

LELS seniority shall be defined as the length of continuous employment with the EMPLOYER, in the job classification of either Sergeant or Lieutenant assigned to the Metropolitan Transit Police Department, from the date of most recent employment. In the event two (2) or more employees are hired on the same date, seniority shall be determined by service credit as defined by this Agreement. Job classification seniority shall be defined as the length of continuous

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employment in a specific job title, specifically Sergeant or Lieutenant. Employer seniority shall be defined as the total length of continuous employment with the Metropolitan Council from the most recent date of hire.

If an employee leaves a position covered by this agreement because of promotion or transfer outside of this bargaining unit, LELS seniority shall continue to accrue during the probationary period in the position outside of the bargaining unit. An employee may return to a previously held classification covered by this agreement during the probationary period of the new position.

An employee within this bargaining group who is promoted from the Sergeant classification to the Lieutenant classification shall continue to earn seniority as a Sergeant during the eight (8) month probationary period. An employee demoted to a previously held job classification covered by this agreement shall only be credited with any seniority previously earned in the prior classification.

#### **Section 16.02 – Layoff by Seniority**

Whenever it becomes necessary because of lack of funds, lack of work or reorganization to reduce the number of employees in any job classification, employees shall be laid off in the inverse order of their seniority in the job classification to be reduced; i.e., the employee with the least seniority in the classification to be reduced shall be the first to be laid off. Ties in classification seniority shall be broken by Employer seniority.

#### **Section 16.03 – Employment After Layoff**

Laid off employees may be employed in any lower paid job classification provided they are qualified to perform the work of the lower paid classification and a vacancy exists therein.

#### **Section 16.04 – Recall**

Laid off employees shall be recalled to employment in their job classification provided work becomes available therein within two (2) years of the date of layoff and they return to work within seven (7) calendar days after the employer notifies them of the recall by telephone or certified, return-receipt mail to their last known address. Employees who fail to do so shall not be eligible for recall to active employment thereafter. Employees shall be recalled to active employment in the order of their seniority within their job classification; i.e., the employee with the most seniority shall be the first to be recalled. Ties in classification seniority shall be broken by Employer seniority.

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

#### **Section 17.01 – Affirmative Action**

The terms and conditions established by this Agreement will be applied to all employees equally, without regard to, or discrimination against, any individual because of race, color, creed, sex, age, religion, national origin, sexual orientation or identity, marital status, status with regard to public assistance, membership or activity in a local commission, disability, veteran status or

because of membership or non-membership in the Union. Employees will perform their duties and responsibilities in a non-discriminatory manner and will not unlawfully discriminate against other employees or members of the general public. The Union will work with the Employer in applying the provisions of the Agreement.

### **Section 17.02 – ADA/Reasonable Accommodation**

Subd. 1. Purpose – The Employer and the Union agree that they have a joint obligation to comply with the American With Disabilities Act (ADA). The Employer agrees to attempt to reasonably accommodate the known disability of requesting employees or otherwise qualified job applicants in accordance with the provisions of the ADA.

Subd. 2. Process – Upon request, an employee seeking an accommodation shall be entitled to Union representation. The Employer shall review the employee's request for reasonable accommodation which may include, but is not limited to: equipment purchase or modification, structural 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.

Subd. 3. 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 18 – SAVINGS CLAUSE**

### **Section 18.01 – Enabling 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 the enabling statutes, the statutes shall prevail. The Parties, on written notice, agree to negotiate that part in conflict so that it conforms to the statute.

### **Section 18.02 – Separability**

This Agreement is subject to the laws of the State of Minnesota and the United States of America. In the event any provision of this Agreement is held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal is taken, such provisions shall be voided. All other provisions shall continue in full force and effect. The Parties shall, upon written notice, enter into negotiations to place the voided provision of the Agreement in compliance with the statute.

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## **ARTICLE 19 – DURATION AND PLEDGE**

### **Section 19.01 – Term of Agreement**

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

### **Section 19.02 – Notice of Change or Termination**

Either Party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) calendar days prior to the expiration date specified in Section 19.01 of this Article. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice. Until a satisfactory conclusion is reached concerning such changes, the original provisions of this Agreement shall remain in full force and effect. Notice by either Party of a desire to terminate this Agreement shall follow the same procedure as a proposed change.

### **Section 19.03 – 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 and completely set forth in this Agreement.

### **Section 19.04 – Mutual Agreement to Amend**

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

### **Section 19.05 – Strikes and Lockouts Prohibited**

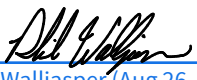
Employees covered by this Agreement are *essential employees* within the meaning of *Minnesota Statutes* Chapter 179A and may not legally strike during the term of this Agreement or otherwise. In consideration of the terms and provisions of this Agreement and its commitment to the peaceful resolution of disputes hereunder, the Employer shall not lock out employees covered by this Agreement in connection with any dispute with the Union or the employees it represents.


## **SIGNATURE PAGE**


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


FOR THE EMPLOYER:


FOR THE UNION:


  
Philip Walljasper (Aug 26, 2024 14:57 CDT) Aug 26, 2024  
\_\_\_\_\_  
Ryan O'Connor Date  
Regional Administrator


  
Rick Mathwig Aug 26, 2024  
\_\_\_\_\_  
Rick Mathwig Date  
Business Representative

  
Lesley Kandaras (Aug 26, 2024 11:42 CDT) Aug 26, 2024  
\_\_\_\_\_  
Lesley Kandaras Date  
General Manager, Metro Transit

  
Michael P. Leubner (Aug 22, 2024 12:44 CDT) Aug 22, 2024  
\_\_\_\_\_  
Michael Leubner Date  
Steward

  
Cassandra Tabor (Aug 26, 2024 11:34 CDT) Aug 26, 2024  
\_\_\_\_\_  
Cassandra Tabor Date  
Chief Human Resource Officer

  
Chad Worden (Aug 22, 2024 16:39 CDT) Aug 22, 2024  
\_\_\_\_\_  
Chad Worden Date  
Steward

  
\_\_\_\_\_  
Alexis Baker Date  
Labor Relations Program Manager



**APPENDIX A - JOB**  
**CLASSIFICATION AND ANNUAL**  
**RATES OF PAY**

	12/23/2023		12/21/2024		12/20/2025	
Job Classification	Wage Rate	Annual Salary	Wage Rate	Annual Salary	Wage Rate	Annual Salary
<b>Sergeant</b>						
First Twelve months	\$59.57	\$123,906	\$62.25	\$129,480	\$64.12	\$133,370
Upon Completion of Probationary Period	\$62.55	\$130,104	\$65.36	\$135,949	\$67.32	\$140,026
<b>Lieutenant</b>						
First Eight Months	\$67.95	\$141,336	\$71.01	\$147,701	\$73.14	\$152,131
Upon Completion of Probationary Period	\$71.52	\$148,762	\$74.74	\$155,459	\$76.98	\$160,118

## **LETTER OF AGREEMENT**

During the course of negotiating the 2012-2014 collective bargaining agreement, the parties agreed to identify market comparables. The police departments of the University of Minnesota and Metropolitan Airports Commission were determined to be comparable organizations for purposes of market comparisons for this point in time. As a result of this analysis, market adjustments for this contract period will be included as indicated in Appendix A.