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POLICE

Labor Agreement  
between the  
Metropolitan Council  
Metro Transit Police  
Department  
and Law Enforcement  
Labor Services, Inc.  
Local 432

Full-Time Police Officers

January 1, 2021 through December 31, 2023



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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

This agreement is entered into between the Metropolitan Council, hereinafter called the EMPLOYER, and Law Enforcement Labor Services (LELS) Local 432, hereinafter called the UNION. It is the intent and purpose of this Agreement to:

- Establish procedures for the resolution of disputes concerning this Agreement’s interpretation and/or application; and
- Place in written form the parties’ agreement upon terms and conditions of employment for the duration of this Agreement.

## **ARTICLE 2 – RECOGNITION**

### **Section 2.01 – Recognition**

The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subd. 8, for all police personnel in the following job classification:

#### **FULL-TIME POLICE OFFICER**

### **Section 2.02 – Unit Assignments**

In the event the Employer and the Union are unable to agree as to the inclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

### **Section 2.03 – Impasse Resolution**

The Employer and the Union agree that any impasse reached in the course of attempting to negotiate a successor to this Agreement shall be subject to impasse resolution procedures established by Minnesota statutes.

## **ARTICLE 3 – DEFINITIONS**

<b>Union:</b>	Law Enforcement Labor Services (LELS) Local 432.
<b>Union Member:</b>	A member of the LELS Local 432 who is a full-time police officer for the Metropolitan Transit Police.
<b>Employee:</b>	A full-time, non-supervisory, POST licensed peace officer.
<b>Department:</b>	Metropolitan Transit Police.
<b>Employer:</b>	Metropolitan Council.
<b>Chief:</b>	The Chief of the Metropolitan Transit Police.
<b>Union Officer:</b>	Officer elected or appointed by LELS Local 432.

- Scheduled Shift:** A consecutive work period within a 24-hour period.
- Break:** A 15-minute period every four (4) hours during which the employee remains on continual duty and is responsible for assigned duties.
- Lunch:** A period of thirty (30) minutes for a shift of five (5) hours or more during which the employee remains in continual duty and is responsible for assigned duties.
- Strike:** Concerted action in failing to report for duty; the willful absence from one's position; the stoppage of work, slow down or absence in whole or in part from the full and proper performance of the duties of employment for the purposes of inducing, influencing or coercing change in the conditions or compensation of the rights, privileges or obligation of employment.
- Full-time:** An employee who is normally scheduled to work eighty (80) hours each payroll period and is budgeted for two thousand eighty (2,080) hours on an annual basis to be accounted for through hours worked on assigned shifts, holidays, assigned training and authorized leave time.
- Service Credit:** 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 the State of Minnesota, or as an equivalent full-time Peace Officer in another state as defined above (Full-time). Among the experiences which do not count toward 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. Service credit is counted in full year increments and is effective upon successful completion of Metro Transit's new officer training academy.
- Good Standing:** An officer who has no active sustained IA findings on their record. The duration, not to exceed 36 months, will be defined in the Post Loudermill Findings.

#### **ARTICLE 4 – EMPLOYER SECURITY**

The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the Employer.

## **ARTICLE 5 – EMPLOYER AUTHORITY**

### **Section 5.01 – Retained Rights**

The Employer retains the full and unrestricted right to operate and manage all workers, facilities, and equipment; to establish functions and programs; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial functions not specifically limited by this Agreement. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

## **ARTICLE 6 – UNION SECURITY**

### **Section 6.01 – Union Dues**

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

### **Section 6.02 – Union Stewards**

The Union may designate employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choices and changes in the position of steward. The union board/steward positions are as follows: President, Vice President, Secretary, Treasurer and two Stewards at large. Upon request, the Union steward will be allowed to investigate grievances, present grievances, participate in mutually scheduled conferences with management, and engage in negotiations without loss of pay. In addition, the Employer will afford reasonable time off without pay to elected officers or appointed representatives of the Union to conduct other Union business. This provision shall apply only during the steward's regularly scheduled shift. Requests shall be honored unless they interfere with the operation of the department.

### **Section 6.03 – Union Bulletin Board**

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

### **Section 6.04 – Indemnification and Hold Harmless Clause**

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under provisions of this Agreement.

## **ARTICLE 7 – EMPLOYEE RIGHTS/GRIEVANCE PROCEDURE**

### **Section 7.01 – Definition of a Grievance**

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.



### **Section 7.02 – Union Representatives**

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated as provided by 6.02 of this Agreement.

### **Section 7.03 – Processing of a Grievance**

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities.

The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the employee and the Union representative have notified and received approval of the designated supervisor who had determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

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

Grievances, as defined in Section 7.01 shall be resolved in conformance with the following procedure:

**Step 1** - An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. Within fourteen (14) calendar days, a meeting will be scheduled in an attempt to resolve the grievance. The Employer-designated representative will respond to the Union in writing with the determination within fourteen (14) calendar days after the meeting. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it was based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within fourteen (14) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fourteen (14) calendar days shall be considered waived.

**Step 2** - If appealed, the written grievance shall be presented by the Union and discussed with the Chief of Police or a designated Step 2 representative. The Employer's Step 2 representative shall give the Union the Employer's Step 2 answer in writing within fourteen (14) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fourteen (14) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fourteen (14) calendar days shall be considered waived.

**Step 3** - A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to the General Manager, Metro Transit or his/her designee. The General Manager shall give the Union the Employer's Step 3 answer within twenty-one (21) calendar days of the receipt of the grievance. A grievance not resolved in Step 3 may be

appealed to Step 4 within fourteen (14) calendar days following the receipt of the General Manager's answer. Any grievance not appealed in writing to Step 4 by the Union within fourteen (14) calendar days shall be considered waived.

If mutually agreed upon, the parties may elect mediation through the Bureau of Mediation Service, in lieu of Step 3 of the grievance procedure.

**Step 3A** - If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves the timelines for Step 3 of the grievance procedure.

**Step 4** - A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "*Rules Governing the Arbitration of Grievances*" as established by the Bureau of Mediation Services.

#### **Section 7.05 – Arbitrator's Authority**

- a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union; and shall have no authority to make a decision on any other issue not so submitted.
- b. 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 the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- c. The fees and expenses for the arbitrator's service and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

#### **Section 7.06 – Waiver of Grievance**

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 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 in each step.

## **ARTICLE 8 – SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provide, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be re-negotiated at the written request of either party.

## **ARTICLE 9 – SENIORITY AND PROBATION**

### **Section 9.01 – Definition of Seniority**

Seniority shall be defined as an employee's length of service in any position classification covered by this Agreement. Effective April 01, 2011, if more than one (1) employee is hired on the same date, seniority shall be determined by service credit as defined by this Agreement. If a tie still remains, seniority shall be determined by test scores, followed by new hire physical date and time.

In the event an employee leaves a position covered by this agreement as a result of promotion or transfer, 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 if the employee does not satisfactorily complete probation in the new position.

An employee demoted to a previously held position classification covered by this agreement shall be credited with any seniority previously earned in the prior classification.

### **Section 9.02 – Probationary Period**

The probationary period shall be one (1) year from the most recent date of hire or transfer. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. Prior employment by the Employer in any position other than full-time Police Officer shall not reduce the period of probation. An employee may be terminated during the probationary period at the sole discretion of the Employer.

### **Section 9.03 – Reduction in Work Hours or Workforce**

A reduction in work hours or workforce shall be accomplished on the basis of seniority. An employee on layoff will have the opportunity to return to work within two (2) years of the time of his/her layoff before any new employee is hired. An employee who does not report for work within twenty-one (21) days of notification of recall shall forfeit all rights to recall.

### **Section 9.04 – Transfers and Promotions**

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

### **Section 9.05 – Shift Bidding**

The Employer agrees to implement a shift bidding process by seniority on or before October 1, 2007. Bidding does not include investigation, light duty, canine or any task force position.

## **ARTICLE 10 – DISCIPLINE**

### **Section 10.01 – Forms of Discipline**

The Employer will discipline employees for just cause only. Discipline will be in one of the following forms:

- a. Oral Reprimand
- b. Written Reprimand
- c. Suspension, or
- d. Discharge

### **Section 10.02 – Written Documentation**

Reprimands, suspensions, and discharges will be documented in written form.

### **Section 10.03 – Written Discipline Part of Personnel File**

Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union shall receive a copy of such reprimands and/or notices.

### **Section 10.04 – Examination of Employee's Own Personnel File**

Employees may examine their own individual personnel file at reasonable times under the direct supervision of the Employer.

### **Section 10.05 – Discharge of Non-Probationary Employees**

Discharges of non-probationary employees shall be preceded by a five (5) day suspension without pay.

### **Section 10.06 – Right of Union Representation**

Employees will not be questioned concerning an investigation of disciplinary action unless the employee has given an opportunity to have a Union representative present at such questioning.

### **Section 10.07 – Disciplined by Reduction of Hours**

Employees shall not be disciplined by reduction or elimination of hours without disciplinary notice.

## **ARTICLE 11 – CONSTITUTIONAL PROTECTION**

Employees will have the rights granted to all citizens by the United States and Minnesota Constitutions.

## **ARTICLE 12 – WORKING SCHEDULES**

### **Section 12.01 – Normal Work Year**

The normal work year is two thousand and eighty (2,080) hours to be accounted for by each employee through:

- a. Hours worked on assigned shifts
- b. Holidays
- c. Assigned training
- d. Authorized leave time

### **Section 12.02 – Assignment of Overtime**

Assigned overtime will be distributed at the discretion of the Employer; seniority shall determine the distribution of overtime, with exception of short-notice OT which is handled via the five (5) calendar day rule, with the fifth (5<sup>th</sup>) 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 12.03 – No Guarantee of Assigned Hours**

Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

### **Section 12.04 – Notice of Shift Changes**

Shifts shall not be changed or eliminated by management for a two (2) week period once employees have been assigned to them.

### **Section 12.05 – Scheduled Hours of Work**

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 12.06 – Pay Period**

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

### **Section 12.07 – Request for Days Off**

An employee request for days off which is requested not less than fifteen (15) days before the beginning of the next scheduling period will be honored, unless the request conflicts with the needs of the department.

### **Section 12.08 – Posting Work Schedules**

The Employer shall prepare and post normal work schedules for all bargaining unit employees at least ten (10) calendar days in advance of the effective date of such normal work schedules.

### **Section 12.09 – Emergency Exceptions**

In the event of emergencies, 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 12.10 – 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 of eight (8) hours or more; a day of training is equal to a day of regular work.

## **ARTICLE 13 – OVERTIME AND OTHER PAY PROVISIONS**

### **Section 13.01 – Overtime Rate of Pay**

Employees shall be compensated at the rate of one and one-half (1½) times their regular base rate of pay for all overtime work as defined in this Agreement.

### **Section 13.02 – Definition of Overtime**

Overtime shall be defined as time worked in excess of an assigned shift or time worked beyond 171 compensated hours in a twenty-eight (28) day period. The 28-day period shall be determined by the Employer. The periods shall be consecutive, shall not overlap, and shall be the same for all employees.

### **Section 13.03 – Call Back**

Employees shall be compensated at the rate of one and one-half (1½) times 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 an employee 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 13.04 – Court Testimony**

Employees 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 an employee is called to testify immediately preceding or immediately after a regularly scheduled work shift. Employees will be considered "on duty" under this provision thirty (30) minutes prior to their court appearance.

Employees shall present to the employer a subpoena or other documentation when requesting compensation under articles 13.04 and 13.05.

### **Section 13.05 – Standby for Court Testimony**

Employees who are required by the Employer or the court to standby for testimony in a case arising from their duties performed for the Employer, shall be paid one (1) times 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 directive is cancelled after 1800 hours on the day preceding court. Standby pay shall not be provided after such employees actually report for court proceedings as directed.

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.

### **Section 13.06 – Night Differential**

Employees shall be paid an additional five percent (5%) of their regular, base rates of pay for all hours worked between 1800 and 0600 hours (i.e., 6:00 p.m. and 6:00 a.m.).

**Section 13.07 – POST License**

The Employer will pay the full cost of the Employee’s MN POST Peace Officer License during the term of employment.

**Section 13.08 – Salary Adjustment**

Salary adjustments based upon anniversary dates, negotiated increases and any other adjustment which are not temporary in nature, such as FTO pay, will occur on the first day of the first pay period immediately following adjustment date in this Agreement.

**Section 13.09 – Compensatory Time Off**

An employee may earn up to eighty (80) hours of compensation time off in lieu of overtime pay with the pre-approval of their immediate supervisor. All banked hours in excess of forty (40) hours as earned in the last December pay period with all December dates, will be paid out on the second pay period of January.

**Section 13.10 – Incentive for Riding Bus or Train**

An employee who rides to work on the regular route of a bus or a train, in full uniform, for a minimum of fifteen (15) minutes each way, shall be paid for 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.

**Section 13.11 – No Duplication of Overtime**

Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

**Section 13.12 – Training for Licensure**

The Employer will provide the minimum required hours of approved POST training for licensure.

**Section 13.13 – Court Time Preparation**

Employees will be compensated for all time required in court including time required in *standby* status in anticipation of such appearance 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.

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.

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 reasonable be rescheduled to the involved employee's normal on-duty hours and,
3. The same scope of employment and prior approval criteria.

**Section 13.14 – On-Call Pay**

When the Employer requires that an employee assigned to investigations 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 (2) hours straight time per 24-hour period. When the employee is called in to duty, the on-call time should be reported as overtime.

On-call pay is applied when a person is not at work and shall be paid when the employee is clearly assigned by the Employer to be available to work and alter behavior by being within communication range, ready and able to answer the phone or respond, unimpaired and ready to work if called, and unengaged in other activities that might hinder the employee's ability to respond promptly.

On-call assignments shall be taken a week at a time. Management will be notified of any substitutions during the weekly assignment.

**ARTICLE 14 – HOLIDAYS**

**Section 14.01 – Recognized Holidays**

The following twelve (12) days shall be recognized as *holidays* for purposes of the Agreement:

Scheduled Holidays	Date
New Year's Day	January 1 <sup>st</sup>
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>
Non-Scheduled Holidays	
Floating Holidays (6)	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 14.02 – Pay for Work on a Holiday**

When employees are required to work on days recognized by this Agreement as scheduled holidays, they shall be paid at the rate of one and one-half (1½) times their regular, base rates of pay for their entire working shift if any portion of the employee's assigned shift is on the



recognized holiday in addition to the eight (8) hours of holiday pay for which they may be entitled.

**Section 14.03 – Floating Holidays**

Regular employees, who have satisfactorily completed the initial probationary period, shall receive forty-eight (48) hours of personally scheduled holiday time, referred to in this Agreement as floating holidays, each calendar year. Floating holiday hours may be arranged in advance with each employee’s immediate supervisor 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 floating holiday time that is earned but not used by December 31 shall be paid to the employee in the first regular pay period following December 31. (An employee who completed probation shall receive a pro-rated number of floating holiday hours for the balance of the calendar year at the rate of eight (8) hours of floating holiday time for every full two (2) months remaining in the calendar year.)

**Section 14.04 – Eligibility for Holiday Pay**

Employees must be in paid employment status to be eligible for holiday pay.

**Section 14.05 – Day Off for Religious Holiday**

An employee who observes a religious holiday on days which do not fall on a scheduled day off 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 with pay unless:

1. The employee elects to use annual leave, or
2. The employee has available floating holiday 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 same pay period.

**ARTICLE 15 – ANNUAL LEAVE**

**Section 15.01 – Rate of Accrual**

Effective January 12, 2019, full-time employees shall earn annual leave with pay based on service credit in accordance with the following schedule:

<b>Service Credit</b>	<b>Annual Leave Benefit</b>
First two (2) years	5 hours per payroll period
At the beginning of the 3 <sup>rd</sup> year	6 hours per payroll period
At the beginning of the 4 <sup>th</sup> year and through the 6 <sup>th</sup> year	8 hours per payroll period
At the beginning of the 7 <sup>th</sup> year and through the 12 <sup>th</sup> year	9 hours per payroll period
At the beginning of the 13 <sup>th</sup> year and through the 20 <sup>th</sup> year	10 hours per payroll period
At the beginning of the 21 <sup>st</sup> year and through the 25 <sup>th</sup> year	11 hours per payroll period
At the beginning to the 26 <sup>th</sup> year	12 hours per payroll period

### **Section 15.02 – Accrual Rate Changes**

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

### **Section 15.03 – Maximum Accumulation and Pay Upon Termination**

Employees may accumulate unused annual leave to a maximum of one thousand forty (1,040) hours. The maximum amount of unused annual leave that an employee may carry forward as of December 31<sup>st</sup> of each year is one thousand forty (1,040) hours. Employees whose employment terminates for any reason shall be compensated for their accumulated annual leave at the rate of pay in effect at the time their employment terminates. The maximum accumulation provisions of this section may be temporarily waived by the Chief of Police or the General Manager of Metro Transit where the employee's reasonable request to use annual leave was denied. Annual leave in excess of one thousand forty (1,040) hours shall be placed in the employee's Health Care Savings Plan (HCSP). Upon termination, fifty percent (50%) of the employee's accumulated annual leave balance shall be placed in the employee's Health Care Savings Plan (HCSP).

### **Section 15.04 – Holiday**

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

### **Section 15.05 – Minimum Use**

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

### **Section 15.06 – Use of Annual Leave**

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

#### **Subd. 1 – Notification and Approval Required**

Unless otherwise modified by other sections within this Article, a request and approval to use annual leave must occur before the use of annual leave. An employee shall notify their immediate supervisor or designated representative of such absence no later than one-half (1/2) hour before the beginning of their shift, except in the event of an emergency.

#### **Subd. 2 – Unauthorized Use**

Employees failing to give proper notification to their immediate supervisor or designated representative of an intended absence within the provisions of this section shall waive any benefit provided by this section and, in addition, may be subject to discipline.

#### **Subd. 3 – Annual Leave Scheduling in Increments of Forty (40) or More Hours**

The Employer shall establish scheduling policies and procedures consistent with the operating and staffing needs of the department. Annual Leave usage in increments of forty (40) or more hours must be requested, scheduled and approved in advance in conformance with the scheduling policies and procedures in effect within the department. The Employer reserves the right to determine the maximum number of employees to be off on annual leave in increments of forty (40) or more hours at any one time. Conflicts between employees concerning the use of annual leave in increments of forty (40) or

more hours which cannot be resolved by the affected employees themselves and their supervisor shall be resolved by the relative seniority.

**Section 15.07 – Annual Leave Conversation to Deferred Compensation**

Employees may convert any portion of their accumulated annual leave as a contribution to the Employer’s deferred compensation plan. It is the employee’s responsibility to monitor their accumulated Annual Leave balance and to ensure the amount of annual leave converted is within the deferred compensation plan contribution limits. Requests for conversion must be submitted in writing on the form provided by HR-Benefits to the Payroll Department.

**Section 15.08 – 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 conversation does not reduce the employee’s accumulated balance of unused annual leave below one hundred (100) hours.

**Section 15.09 – Vacation/Sick Leave Conversion to Annual Leave**

Accrued vacation leave will be converted to annual leave on a one to one basis. Accrued sick leave will be converted on a three to one basis (every three hours of sick leave will convert to one hour of annual leave). Total converted vacation and sick hours may not exceed the maximum annual leave time allowed per Article 15, Section 15.03.

**ARTICLE 16 – SALARY CONTINUANCE**

**Section 16.01 – Purpose**

Salary continuance provides income protection between the 41<sup>st</sup> hour and the 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) work hours of an extended absence due to an employee’s illness, injury or other disability).

**Section 16.02 – Schedule of Benefits**

Salary Continuation shall not be provided for any period of absence beginning prior to the completion of six (6) months of employment with the Metropolitan Council. 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. Compensation under the Salary Continuance Plan shall be in accordance with the following schedule:

<b>SALARY CONTINUANCE SCHEDULE</b>		
Service Credit	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

**Section 16.03 – 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 an 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 continuation and his or her decision accepted.

**Section 16.04 – 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 16.05 – 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 this Agreement shall remain in effect during salary continuance in the same manner as an active employee.

**Section 16.06 – Worker’s 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 16.07 – Return to 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.

**Section 16.08 – Recurrence**

An employee who suffers a recurrence of disability with 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 forty (40) hour waiting period, provided:

- a. The recurrence occurs within 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 17 – LEAVES OF ABSENCE

### Section 17.01 – 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) work 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 – Jury Duty**

An employee called for jury duty shall receive regular compensation for the time required to serve during their regularly scheduled work hours. Whenever possible, the employee is expected to report to work if he/she is released early by the court.

#### **Subd. 3 – 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, stepparent, child, stepchild, mother or father-in-law, daughter or son-in-law, brother, sister, brother or sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew or first cousin.

#### **Subd. 4 – 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 Administration or his/her designee. Administrative leave with full pay may be initiated by written order of the Chief of Police. The written order shall state the reason(s) for the Administrative leave. Administrative leave is not a form of discipline.

#### **Subd. 5 – 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. 6 – Paid Parental Leave**

See Metropolitan Council Procedure HR 4-1g effective November 1, 2018.

## **Section 17.02 – Leaves without Pay**

### **Subd.1 – Military Leave 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 – 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, preschool or child care 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 notices 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. 4 – 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 17.03 – Approval in Writing**

Approved leaves of absence requested by an employee 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 17.04 – 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 18 – UNIFORMS**

### **Section 18.01 – Initial Allowance**

The Employer will provide an initial uniform allowance to each new employee of two (2) times the annual allowance.

### **Section 18.02 – Annual Allowance**

An employee who has been a full-time employee for more than ten (10) months shall be provided with a uniform allowance of \$900 on January 1<sup>st</sup>. An employee who has not been a full-

time employee for more than ten (10) months as of January 1 of any given year will receive ten percent (10%) of the full uniform allowance for each month of employment within the prior year.

2021	\$1,000
2022	\$1,000
2023	\$1,000

**Section 18.03 – Replacement**

The Employer will replace all clothing or equipment damaged in the line of duty.

**ARTICLE 19 – INJURY IN THE LINE OF DUTY**

**Section 19.01 – Injury in the Line of Duty Benefit**

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 (excludes initial MTPD Officer training academy).

Employees eligible for Injury in the Line of Duty benefit will be compensated at their base rate of pay (including longevity pay, if applicable) for a standard forty (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 workers’ 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 eighteen (18) week period, normal worker’s compensation provisions would apply.

**Section 19.02 – Commencement of Injury on Duty Pay**

An employee who has been injured on duty shall go off the clock at a time determined by the supervisor on duty after consultation with the employee. If there is a difference of opinion between the employee and the supervisor on duty, the final determination will be made by the Chief of Police.

**Section 19.03 – Benefits While Injured**

An employee who is receiving injury on duty payments shall continue to receive all benefits due under this Agreement.

## **ARTICLE 20 – INSURANCE BENEFITS**

### **Section 20.01 – Medical Insurance**

Specific coverage and eligibility requirements are included in plan brochures. Employees may choose single or family coverage.

The Metropolitan Council shall offer two plan options: the HealthPartners Distinctions III plan and the HealthPartners Empower HRA plan.

The Metropolitan Council's employer and employee contributions for medical insurance for 2021 will match the rate sheet for 2021. In the event that the total premium decreases or remains the same in 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. Employee contributions will be rounded to the next whole dollar.

The monthly employer contributions for the HRA do not include the annual HRA contributions which are \$1,375.00 per year for single and \$2,750.00 per year for family coverage.

Premiums are deducted on a pre-tax basis unless otherwise elected by the employee during the initial or open enrollment period.

Coverage Upon Retirement: None of the members of the bargaining unit as of December 31, 1996 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 who retire after January 01, 2019, shall retain eligibility, but the terms and conditions are outside the scope of this Agreement.

### **Section 20.02 – Dental Insurance**

Specific coverage and eligibility requirements are included in plan brochures.

The employer contribution will be the same as 2015 with the following caps:

- Single employee contribution not to exceed 10% of total premium
- Family employee contribution not to exceed 20% of total premium
- Employee contributions will be rounded to the next whole dollar.

Premiums are deducted on a pre-tax basis unless otherwise elected by the employee during the initial or open enrollment period.

### **Section 20.03 – Life Insurance**

Employee Basic Term Life coverage shall be two (2) times annual base salary up to \$200,000 for all full-time Police Officers. 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.

Employees of the Council may also choose personal and dependent coverage at their own expense. The types of coverage include supplemental term life, accidental death and dismemberment, and universal life.

**Section 20.04 – Long-Term Disability Insurance**

The Council provides long-term disability coverage with monthly benefits equal to 2/3<sup>rd</sup>s of the employee’s earnings up to a maximum benefit of \$5,000 per month. The Council pays the full premium for this coverage. If the employee enrolls, the insurance shall take effect on the first day of the month following a three-month waiting period from the date of hire. If the employee enrolls more than thirty (30) days after becoming eligible, the insurance shall take effect on the date the insurance company approves the employee’s application and evidence of insurability.

**Section 20.05 – Flexible Benefits**

The Council shall establish and maintain a pre-tax medical and dependent care reimbursement program in accordance with IRS Sections 125 and 129. Provisions of the program shall be prescribed in plan documents, which must be approved by the Council.

**Section 20.06 – Tuition Reimbursement**

Reimbursement for tuition, 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 20.07 – Health Care Savings Plan**

Each employee in the bargaining unit shall contribute a portion 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 MSRS.

Effective April 05, 2019, employees will contribute pre-tax dollars based on years of service with the employer on the following basis:

<b>Years of Service</b>	<b>Contribution Amount</b>
Less than two (2) years of service	.10 per hour paid
Two (2) years, but less than four (4) years of service	.20 per hour paid
Four plus (4+) years of service	.25 per hour paid

**ARTICLE 21 – LABOR MANAGEMENT COMMITTEE**

Employees shall be paid their regular rate of pay for time spent participating in meetings of this committee. A minimum of two (2) hours will be paid.

## **ARTICLE 22 – WAIVER**

The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

## **ARTICLE 23 – NON-DISCRIMINATION**

The terms and conditions of this Agreement will be applied equally to all employees as required by the Minnesota Human Rights Act, Chapter 363 of Minnesota Statutes and all applicable Federal law. Employees will perform their duties and responsibilities in a non-discriminatory manner, consistent with the same act. This provision is not subject to the grievance and arbitration provision of this contract.

## **ARTICLE 24 – DURATION**

This Agreement shall be effective as of the date of full execution and shall remain in full force and effect through December 31, 2023, and thereafter until modified by the parties. Either party may serve notice as least ninety (90) days prior to expiration of intent to negotiate.

## **ARTICLE 25 – PROMOTIONS OUTSIDE THE BARGAINING UNIT**

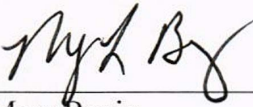
- Officers promoted out of LELS 432 will continue to accrue seniority during their probationary period in the new unit.
- Former Officers demoted back into LELS 432 will return with adjusted seniority.
- No impact to service credit.

**SIGNATURE PAGE**


In witness whereof, the parties hereto have executed this AGREEMENT on the \_\_\_\_ day of May 2021.

METROPOLITAN COUNCIL

LELS LOCAL NO. 432

  
\_\_\_\_\_  
Mary Bogie  
Regional Administrator

6/30/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jay Maher  
Business Agent

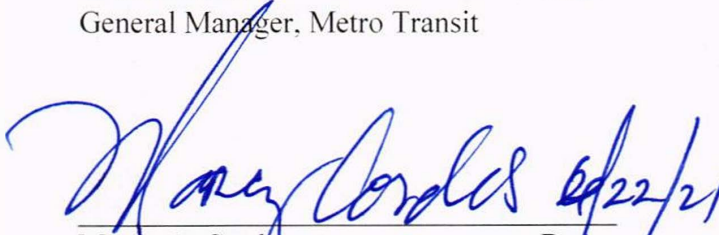
05/12/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Wes Kooistra  
General Manager, Metro Transit


\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sean McKnight  
Business Agent

5/12/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Marcy A. Cordes  
Chief Labor Relations Officer

05/22/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Frank Hintz  
Union President

05/12/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Marcia MK. Padden  
Labor Relations Program Manager

05/12/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Amanda St. George  
Union Vice President

5/15/21  
\_\_\_\_\_  
Date

**ADDENDUM A – WAGE RATES**

	Year 1: 2%		Year 2: 2%		Year 3: 2.5%	
	Jan-21	Jan-21	Jan-22	Jan-22	Jan-23	Jan-23
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
<b>Start</b>	\$27.87	\$4,830.80	\$28.43	\$4,927.87	\$29.14	\$5,050.93
<b>After 1</b>	\$30.68	\$5,317.87	\$31.29	\$5,423.60	\$32.07	\$5,558.80
<b>After 2</b>	\$34.37	\$5,957.47	\$35.06	\$6,077.07	\$35.94	\$6,229.60
<b>After 3</b>	\$37.20	\$6,448.00	\$37.94	\$6,576.27	\$38.89	\$6,740.93
<b>After 4</b>	\$39.69	\$6,879.60	\$40.48	\$7,016.53	\$41.49	\$7,191.60

1. **FTO Pay**

An employee performing FTO duties shall be paid an additional 12.5% of base wage plus longevity for each hour worked while performing these duties.

2. **Service Credit**

An employee shall receive full credit for all service credit (as defined in this Agreement) toward initial placement.

3. **Canine Compensation**

A Transit Police Officer assigned as a canine handler will receive one hour per day of credit at straight time for canine maintenance and care. Such hours of credit shall be in addition to hours worked in accordance with this Agreement.

**Cell Phone Pay**

Transit Police Officers assigned as a canine handler that are required to carry a cell phone will receive an additional thirty dollars (\$30.00) per month effective January 01, 2013.

4. **Investigator Cell Phone Pay**

Transit Police Officers serving in the capacity of Investigators who are required to carry a department cell phone and be available to respond both on duty and off duty shall receive an additional twenty-five dollars (\$25.00) per month effective January 01, 2008.

5. **Longevity**

After five (5) years of continuous full-time employment for the Metropolitan Council, each qualifying employee shall be paid five percent (5%) of the employee's base rate.

After ten (10) years of continuous full-time employment for the Metropolitan Council, each qualifying employee shall be paid seven percent (7%) of the employee's base rate.

After fifteen (15) years of continuous full-time employment for the Metropolitan Council, each qualifying employee shall be paid nine percent (9%) of the employee's base rate.

**ADDENDUM B – INSURANCE RATES – ILLUSTRATION ONLY**

<b>2021 - Actual Full Premium and EE Contribution**</b>					
	<b>Employee</b>	<b>Employer</b>	<b>Total Premium</b>	<b>EE %</b>	<b>ER%</b>
<b>Distinctions III</b>					
Single	91.00	816.00	907.00	<b>10.0</b>	<b>90.0</b>
Family	445.00	1,819.00	2,264.00	<b>19.7</b>	<b>80.3</b>
<b>HRA</b>					
Single	32.00	562.00	594.00	<b>5.4</b>	<b>94.6</b>
Family	77.00	1,409.00	1,486.00	<b>5.2</b>	<b>94.8</b>
<b>Dental</b>					
Single	0.00	47.00	47.00	<b>0.0</b>	<b>100.00</b>
Family	25.00	100.00	125.00	<b>20.0</b>	<b>80.0</b>

\*\* For Illustration Only – Subject to Change in Total Premium