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Police

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

Local No. 192

For the Period January 01, 2021 through December 31, 2023



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## ARTICLE 1 – PURPOSE OF AGREEMENT

This **AGREEMENT** is entered into as of January 01, 2021 between the Metropolitan Council, hereinafter called the **EMPLOYER**, and Law Enforcement Labor Services, Inc., Local 192, hereinafter called the **UNION**. It is the intent and purpose of this **AGREEMENT** to:

### Section 1.01

Establish procedures for the resolution of disputes concerning this **AGREEMENT**'S interpretation and/or application; and

### Section 1.02

Place in writing for 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.14, for all police personnel in the following job classification:

*PART-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.

## ARTICLE 3 – DEFINITIONS

- |            |                         |  |
|------------|-------------------------|--|
| <b>3.1</b> | <b>Union:</b>           | Law Enforcement Labor Services, Local No. 192.                                 |
| <b>3.2</b> | <b>Union Member:</b>    | A member of Law Enforcement Labor Services, Local No. 192.                     |
| <b>3.3</b> | <b>Employee:</b>        | A part-time, non-supervisory, POST licensed Peace Officer.                     |
| <b>3.4</b> | <b>Department:</b>      | Metropolitan Transit Police.   |
| <b>3.5</b> | <b>Employer:</b>        | Metropolitan Council.  |
| <b>3.6</b> | <b>Chief:</b>           | The Chief of the Metropolitan Transit Police.                                  |
| <b>3.7</b> | <b>Union Officer:</b>   | Officer elected or appointed by Law Enforcement Labor Services, Local No. 192. |
| <b>3.8</b> | <b>Scheduled Shift:</b> | A consecutive work period within a 24-hour period.                             |

- 3.9 Break/Lunch:** A thirty (30) minute paid lunch period shall be provided during shifts of five (5) or six (6) hours during which the employee remains in continual duty and is responsible for assigned duties. A forty-five (45) minute paid lunch period shall be provided for shifts of seven (7) hours or more during which the employee remains in continual duty and is responsible for assigned duties.
- 3.10 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.

#### **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 personnel; to establish work schedules, and to perform any inherent managerial functions not specifically limited by this AGREEMENT.

##### **Section 5.02 – Sole Discretion Rights**

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 a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate.

**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 REPRESENTATIVE and of their successors when so designed as provided by Section 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 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. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) days after receipt. 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 ten (10) 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 ten (10) calendar days shall be considered waived.

**Step 2:** If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) 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 ten (10) 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 Director of Human Resources or his/her designee. The Director shall give the UNION the EMPLOYER'S Step 3 answer within twenty (20) calendar days of the receipt of the grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the receipt of the Director's answer. Any grievance not appealed in writing to Step 4 by the UNION with ten (10) days shall be considered waived.

**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. 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 regulation 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 provided, such provisions shall be voided. All other provisions of the 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**

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

Seniority shall be based on the EMPLOYEE'S most recent date of hire. If more than one EMPLOYEE is hired on the same date, seniority order shall be determined by oral interview scores for all hires between May 01, 1999 and December 31, 2012. Effective January 01, 2013, the tie breaker for seniority for those with the same interview score will be the aggregate amount of POST licensure experience. The seniority list, dated August 10, 1994, will determine seniority for all EMPLOYEES hired prior to April 30, 1999.

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

The probationary period shall be one year. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, promoted or reassigned employees may be replaced in their previous position 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.

**Section 9.04 – Transfers and Promotions**

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

**Section 9.05 – Shift Bidding**

Shifts will be picked on the basis of seniority. A shift which is shown on the pick sheet will not be deleted. Preferences with listed exclusions will be counted as seniority pick. On the first round, an employee may pick up to 24 hours of work in a two-week pay period. After all employee preferences have been considered, a second round of picks will occur, if any shifts remain to be picked. The 24-hour limitation will not apply to the second round.

**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
- 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 to Union Representation**

EMPLOYEES will not be questioned concerning an investigation of disciplinary action unless the EMPLOYEE has been 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.

**Section 10.08 – Internal Affairs**

Information generated by an internal affairs investigation will not be shared with the officer's home agency. Only upon request after a final determination has been made and appeals have been exhausted, shall the DEPARTMENT make available limited information on a complaint, i.e., name, issue of the complaint and whether it has been sustained or not sustained. It is understood that the EMPLOYER will not violate any provisions of the Minnesota Government Data Practices Act in the application of this article.

**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 – 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 12.02 – Replacement for Short-Term Absences**

After a shift has been assigned, EMPLOYEES are obligated to find a replacement for short-term absences, except in the case of an emergency. Further, the EMPLOYEE is to notify the EMPLOYER immediately with the pertinent information regarding a short-term replacement.

**Section 12.03 – 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 12.04 – Inspector/Investigators**

Inspector/investigators will bid periods either in patrol or in the office, but not both.

**Section 12.05 – Non-Supervisory Bargaining Unit Work**

Non-supervisory bargaining unit work shall be performed by bargaining unit members. Non-bargaining unit office employees shall not perform bargaining unit work. This shall not prohibit supervisors and investigators from performing law enforcement duties in situations where intervention is necessary.

**Section 12.06 – Hours of Work**

Hours of work shall include all compensated hours, including scheduled shifts, meetings and training, excluding overtime.

**Section 12.07 – Training**

Employees attending training at a time other than the employee’s work shift shall be paid a minimum of three (3) hours at straight time pay. This section does not apply to training that occurs immediately before, during, or after a scheduled shift. EMPLOYEES will be paid a minimum of three (3) hours for range shoots.

**Section 12.08 – Break/Lunch Time**

A thirty (30) minute paid lunch period shall be provided during shifts of five (5) or six (6) hours during which the employee remains in continual duty and is responsible for assigned duties. A forty-five (45) minute paid lunch period shall be provided for shifts of seven (7) hours or more during which the employee remains in continual duty and is responsible for assigned duties.

**Section 12.09 – Squads**

Officers shall not be required, but may agree to riding singly on a bus. Squads may be staffed by two (2) officers beginning ½ hour after dusk, at the discretion of Metropolitan Transit Police management.

**Section 12.10 – Leave of Absence**

Upon successful completion of their probationary period, EMPLOYEES may be entitled to take up to a twelve (12) month leave of absence from the Metropolitan Transit Police to fulfill obligations at their home agency without losing their employment status. Additional leave may be granted by the EMPLOYER on a case-by-case basis. An EMPLOYEE on a leave of absence must attend Metropolitan Transit Police training unless excused by management. Employees may be entitled to other types of leave of absence in accordance with Metropolitan Council Policy 4-4c.

**Section 12.11 – 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 13 – PREMIUM PAY**

**Section 13.01 – Overtime Rate of Pay**

Overtime shall be paid for any required work in excess of eight (8) hours in a calendar day. An employee may volunteer to work at straight time for a second shift during a calendar day. Overtime is one and one-half times the EMPLOYEE’S regular rate of pay.

**Section 13.02 – Holiday Pay**

EMPLOYEES shall be compensated at one and one-half times their regular rate of pay for each hour worked on the following holidays:

New Year’s Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Easter Sunday	Christmas Day
Memorial Day	After 12 o’clock, noon, on Christmas Eve
July 4 <sup>th</sup>	After 12 o’clock, noon, on New Year’s Eve

**Section 13.03 – Field Training Officers (FTO’s)**

Field Training Officers (FTO’s) shall receive one (1) additional hour of pay for every shift of at least five (5) hours spent training other officers.

**Section 13.04 – Court Testimony**

An EMPLOYEE who is required to appear in court during his/her scheduled off-duty time shall receive a minimum of two (2) hours pay for stand-by time, and a minimum of four (4) hours pay for a court appearance. An extension or early report to a regularly scheduled shift does not qualify the EMPLOYEE for a two-hour minimum.

**Section 13.05 – Call In**

An EMPLOYEE who is called in during his/her scheduled off-duty time shall receive a minimum of three (3) hours of pay at the rate of time and one-half. If the EMPLOYEE actually works more than the 3-hour minimum, all additional hours shall be compensated at the overtime rate for actually worked hours.

**ARTICLE 14 – UNIFORMS**

**Section 14.01 – Initial Uniform Issue**

The initial uniform issue, consisting of one (1) long-sleeved shirt, one (1) short sleeved shirt, one (1) pair of pants and one (1) jacket shall be paid for by the newly hired EMPLOYEE. After the EMPLOYEE has worked for 100 hours, he/she shall be reimbursed for the cost of the new uniform upon presentation of receipts.

**Section 14.02 – Uniform Allowance**

There shall be an annual uniform allowance for all EMPLOYEES. The allowance shall be credited to each EMPLOYEE in February and shall be based on the number of hours worked during the previous year. The annual uniform allowances for 2021-2023 are as follows:

<b>Number of Hours</b>	<b>Effective 01/01/2021</b>
1 through 149 hours	\$0
150 through 300 hours	\$400
301 through 450 hours	\$600
Over 451	\$800

**Section 14.03 – Uniform Replacement**

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

**Section 14.04 – Required Uniform Item**

The Employer shall provide any new uniform item required after October 1, 2005.

**ARTICLE 15 – WAGES**

**Section 15.01 – Wage Schedule**

	<b>01/09/2021</b>	<b>01/08/2022</b>	<b>01/07/2023</b>
First Year	\$34.37	\$35.06	\$35.94
Second Year	\$35.94	\$36.66	\$37.58
Third Year	\$37.20	\$37.94	\$38.89
Fourth Year	\$39.69	\$40.48	\$41.49
After 5 Years & 2000 hours*	\$41.68	\$42.51	\$43.57

\*Employees that have achieved the “After 5 Years of Service” but not the 2,000 hours worked will be monitored for stepping to this top level.

It is the intent of the Metropolitan Council, Metro Transit Police Department that the Part-Time Officers wage rates for “Fourth Year” and “After 5 Years” correspond respectively with the wage rates of Metro Transit Full-Time Officers at “After 4 Years” and the longevity “After 5 Years of Continuous Service” rate.

**Section 15.02 – Night Shift Differential**

An EMPLOYEE shall be paid an additional 5% of the employee’s base hourly rate as established by Section 15.01 for all hours worked between 6:00 p.m. and 6:00 a.m.

**Section 15.03 – Past Supervisory Employees**

Past Supervisory EMPLOYEES currently receiving hourly rates over the top step in Section 15.01 shall receive a maximum of one-half the contractual wage increase until such time as the hourly rates for these officers are equal to the rates listed in Section 15.01. After equalization is achieved, these officers will be treated, for the purpose of wage increase, as all other unit members.

**Section 15.04 – 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 the adjustment date in this Agreement.

## **ARTICLE 16 – INJURY ON DUTY**

EMPLOYEES injured during the performance of their duties for the EMPLOYER and, thereby, rendered unable to work for the EMPLOYER, will be paid the difference between the total amount of other EMPLOYER-paid benefits, e.g., Workers' Compensation, and the Employee's normal net rate of pay, including pay from the Employee's regular employer, for a period not to exceed eighteen (18) weeks per injury. Further, such supplementary payments will not begin until after an initial three calendar day waiting period per injury has passed.

## **ARTICLE 17 – LABOR-MANAGEMENT COMMITTEE**

### **Section 17.01 – Labor Management Committee**

A Labor-Management committee shall be established to discuss matters of mutual concern. The Union may designate EMPLOYEES to participate on this committee and shall inform the EMPLOYER in writing of such designations and changes.

### **Section 17.02 – Labor Management Committee Pay**

EMPLOYEES shall be paid their regular rate of pay for time spent participating in meetings of this committee. The minimum amount paid shall be two (2) hours at their regular rate of pay.

## **ARTICLE 18 – WAIVER**

### **Section 18.01**

Any and all adjustments, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT are hereby superseded.

### **Section 18.02**

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 understanding arrived at by the parties are set forth in writing in the 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 the 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 19 – BENEFITS RE-OPENER**

If the EMPLOYER initiates mandatory, regular work schedules, the UNION may re-open negotiations on the issue of fringe benefits.

**ARTICLE 20 – NON-DISCRIMINATION**

The terms and conditions of the AGREEMENT will be applied equally to all EMPLOYEES as required by the Minnesota Human Rights Act, Chapter 363 of Minnesota Statutes. Employees will perform their duties and responsibilities in a non-discriminatory manner, consistent with the same act.

**ARTICLE 21 – DURATION**

This AGREEMENT shall be effective as of January 01, 2021, except as herein noted, and shall remain in full force and effect until December 31, 2023, and thereafter until modified by the parties. Either party may serve notice at least ninety (90) days prior to expiration of intent to negotiate.

**ARTICLE 22 – SEVERANCE**

Effective January 01, 2011, Officers with a minimum of ten (10) years of service at Metro Transit, may accrue severance pay on an annual basis according to the following schedule up to a maximum of 100 hours:

<b>Hours Worked</b>	<b>Hours Earned</b>
Less than 300	0
300-350	5
350-599	10
600+	15

Effective June 14, 2019, the maximum hours will be increased to 150 hours. In order to receive credit for the year employees must be in payroll status throughout the entire calendar year (January 01 through December 31).



**SIGNATURE PAGE**

In witness whereof, the parties hereto have executed this AGREEMENT on the 18 day of October 2021.

METROPOLITAN COUNCIL

LELS LOCAL NO. 192

*Mary L Bogie*  
Mary L Bogie (Oct 25, 2021 15:38) Oct 25, 2021  
Mary Bogie Date  
Regional Administrator

*Terry Olson*  
Terry Olson (Oct 20, 2021 10:20) Oct 20, 2021  
Terry Olson Date  
Business Agent

*Weston Kooistra*  
Weston Kooistra (Oct 25, 2021 10:25) Oct 25, 2021  
Wes Kooistra Date  
General Manager, Metro Transit

*Kevin Kloss*  
Kevin Kloss (Oct 19, 2021 10:19) Oct 19, 2021  
Kevin J. Kloss Date  
Union Steward

*Marcy Cordes*  
Marcy Cordes (Oct 21, 2021 16:06) Oct 21, 2021  
Marcy A. Cordes Date  
Chief Labor Relations Officer

*Shane Husarik*  
Shane Husarik (Oct 19, 2021 10:19) Oct 19, 2021  
Shane M. Husarik Date  
Union Steward

*Marcia MK Padden*  
Marcia MK Padden (Oct 20, 2021 10:20) Oct 20, 2021  
Marcia MK. Padden Date  
Labor Relations Program Manager

## APPENDIX A

### Continued MTP employment after separation from full-time police agency

The purpose of this memorandum is to describe conditions of continued employment with MTP to some specific classes of unit members in the event of their separation from a full-time, licensed, State of Minnesota police agency.

1. Any current separated employee may remain employed at MTP with all rights and under the conditions of this collective bargaining agreement.
2. Any officer terminated from their full-time employment for cause, can be terminated from the MTP without appeal under this collective bargaining agreement. Any officer who is involved in the termination process with a full-time employer may be put on unpaid leave from the MTP until resolution of that process. If an officer is terminated from full-time employment, and successfully appeals that process and is reinstated to that agency as a full-time police officer, that officer will be subsequently reinstated to the MTP.
3. All current unit members with an employment date before January 1, 1995 may retain employment with the MTP if they permanently or temporarily cause a voluntary separation from their full-time police agency and they retain an active license with the Minnesota Board of Peace Officer Standards and Training (P.O.S.T.). If a member goes to an inactive status, the MTP is not obligated by this agreement to activate their license. Under this labor agreement there can be no appeal of this policy.
4. Any unit member hired on or after January 1, 1995 may be terminated, at the discretion of the Chief, from employment with the MTP if they separate from their full-time police agency regardless of the reason or duration of separation.
5. The Union and its members shall notify the Department of any officer who, to their knowledge, becomes ineligible for continued employment under this agreement.
6. This agreement does not replace the legislation (Minnesota Statutes 1994, Chapter 473.407) creating and directing the Employer or any other applicable law. If any part of this Agreement is in conflict with any statute or future amendments to the statutes, the statute shall prevail. Further, this agreement does not supersede or replace any current or future rules, regulations or decisions of the Minnesota Board of Peace Officer Standards and Training.
7. If there is a change in P.O.S.T. Board procedures or the applicable State laws, as referred to above, the parties agree to meet and confer over the implications and any implementation of those changes.