
METROPOLITAN COUNCIL

And

**TRANSIT MANAGERS AND
SUPERVISORS ASSOCIATION**

LABOR AGREEMENT

***TRANSIT OPERATIONS
SUPERVISORY EMPLOYEES***

For the period:

January 01, 2008 through December 31, 2010

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ARTICLE 1
PREAMBLE

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

ARTICLE 2
RECOGNITION

Section 2.01 - Recognition; Appropriate Unit

The Employer recognizes the Association as the exclusive representative of all its supervisory employees who are *public employees* within the meaning of *Minnesota Statutes* §179A.03, Subd. 14 and who are organizationally situated in the Employer's Metro Transit Division; but excluding those who *create policy and direction* for the Employer as that phrase has meaning in BMS Case No. 88-PR-2664 [Metropolitan Waste Control Commission Management Association and Metropolitan Waste Control Commission (1989)], *unclassified employees* within the meaning of *Minnesota Statutes* Chapter 352D.02, and *confidential employees* within the meaning of *Minnesota Statutes* §179A.03, Subd. 4. The job classification titles of those employees within the scope of the Association's bargaining unit are included in, but not exclusive of, 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 the negotiated in good faith with the Association respecting matters of wages and other terms and conditions of employment by entering into this Agreement and that matters of *inherent managerial policy*, as defined therein, are not subject to negotiations between the Parties to this Agreement.

Section 3.02 - Retained Rights

The Parties also acknowledge that the Employer has retained the right to operate and manage its affairs in all respects in accordance with applicable law and the regulations of state and federal regulatory agencies. All rights, authority and prerogatives which have not been expressly abridged, delegated or modified by the clear provisions of this Agreement are retained by the Employer.

Section 3.03 - Extra Agreement Conditions

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

Section 3.04 - Rules, Regulations and Policies

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

ARTICLE 4 **ASSOCIATION RIGHTS**

Section 4.01 - Association Representatives

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

Section 4.02 - Association Representative

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

Section 4.03 - Association Dues 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 Association dues, assessments and initiation fees. Deductions for newly hired employees and

those promoted into the scope and definition of the Association's bargaining unit shall normally become effective in the first payroll period designated for such purposes which begins thirty (30) calendar days after a proper request has been made. Monies so deducted shall be remitted monthly as directed by the Association.

Subd. 2. Fair Share Fees - In accordance with applicable Minnesota statutes, the Employer, upon notification by the Association, shall deduct a *fair share fee* from all bargaining unit employees who are not members of the Association. The Association 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 Association to pay the fee. Monies so deducted shall be remitted monthly as directed by the Association.

Subd. 3. No Liability - The Association shall not make any claims against the Employer in response to the Employer's failure to deduct dues or fees if such failure is attributable to administrative error or an employee's absence from the active payroll.

Section 4.04 - Employee Lists

Subd. 1. New Bargaining Unit Employees - The Employer shall notify the Association of the names, addresses, job classifications, dates of employment, and rates of pay of all new employees covered by this Agreement. Such information shall normally be provided no later than thirty (30) calendar days after the new employee's date of employment or promotion into the bargaining unit.

Subd. 2. Composition of Bargaining Unit - The Employer shall notify the Association of the names, addresses, job classifications, dates of employment, and rates of pay of all employees covered by this Agreement. Such lists shall be prepared at the request of the Association's President but no more frequently than twice each calendar year.

ARTICLE 5 EMPLOYEE RIGHTS

Section 5.01 - Right to Elect or Decline Association Membership

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

Section 5.02 - Reprisals Prohibited

Employees choosing to participate in the internal affairs of the Association as an officer, representative, or in other capacities, may do so without fear of reprisal by the Employer for such participation. Nothing in this article, however, shall be construed to permit interference with the full, faithful and proper performance of an employee's duties of employment.

ARTICLE 6
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 unless circumstances dictate otherwise, and shall include: 1) Documented verbal warnings, 2) Written Warnings, 3) Suspensions, 4) Demotions, and 5) Discharges. For purposes of progressive discipline, only disciplinary action taken within the past three (3) years will be considered.

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 Association.

Section 6.04 - Appeal to Grievance Procedure

Warnings, suspensions, demotions and/or discharges of employees are subject to review under the grievance procedure set forth elsewhere in this Agreement.

Section 6.05 – Representation

Employees may have Association representation at disciplinary hearings.

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 Association to be in the public interest.

Section 7.02 - Association Representation

Employees shall have the right to be accompanied and assisted by an Association representative during any investigative hearing, grievance avoidance and/or grievance procedure.

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 employee's Division Director within fourteen (14) calendar days after the alleged violation has occurred or within fourteen (14) calendar days after the employee, through the use of reasonable diligence should have had knowledge of the alleged violation. The Division Director shall schedule the grievance hearing within fourteen (14) calendar days of the referral. The employee's Division Director shall attempt to resolve the grievance directly or may delegate that responsibility to another manager or representative. Within fourteen (14) calendar days after hearing the grievance, the Division Director shall reply in writing to the employee and the Association.

Step 2

If the Division Director's response to the grievance does not resolve the dispute, the Association may, within seven (7) calendar days of the date upon which the Division Director's response was given, refer the grievance to the Employer's General Manager-Metro Transit. The General Manager shall schedule the grievance hearing within seven (7) calendar days of the referral. 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 hearing the grievance, the General Manager shall reply in writing to the Association. Grievances associated with the discharge of an employee may be initiated at Step 2 of the procedure.

If the General Manager's response does not resolve the dispute the Association may refer the grievance to final and binding arbitration by giving written notice of the referral to the General Manager. Any grievance not referred in writing by the Association to arbitration within fourteen calendar (14) days [thirty 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 (*Grievance Procedure*) of this Agreement, and the Association has properly requested arbitration of the grievance, the matter shall be heard and decided by an arbitrator. If the Parties fail to mutually agree upon an arbitrator, either Party may request the Minnesota Bureau of Mediation Services to submit a panel of seven (7) arbitrators from which the arbitrator will be chosen.

Section 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 is later, unless the Parties agree to an extension. The decision shall be based solely on the Arbitrator's interpretation or application of the express terms of this Agreement and the evidence and testimony presented. The decision of the Arbitrator shall be final and binding on the Employer, the Association and the employees.

Section 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 Association, provided that each Party shall be responsible for compensating its own representatives and witnesses. If either Party desires a transcript of the proceedings, it may cause such a record to be made by 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 the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Association.

Section 7.09 – Items That Cannot be Grieved

The non-disciplinary judgments of supervisors concerning job performance, work directives and statements of performance and/or conduct expectation – whether presented to employees verbally or in writing – are not subject to review under the grievance procedures set forth elsewhere in the Agreement.

Section 7.10 - Mediation

At any time during the grievance process by mutual agreement, the parties can agree to take the case to mediation at Bureau of Mediation Services. If the grievance is unresolved following mediation, the grievance may proceed to arbitration.

ARTICLE 8 **HOURS OF WORK**

Section 8.01 - Continuous Operation

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

Section 8.02 - Work Schedules and Duty Location

Subd. 1. General Authority - The Employer, in its sole discretion, shall establish each employee's work schedule and duty location. Such determinations shall be based upon bona fide business considerations (including the Employer's operating needs; individual employee job performance; job-related skills and abilities; and individual employee preferences and relative supervisory seniority within the division to which they are assigned) and shall not be subject to review under the grievance or arbitration provisions of this Agreement. The Employer will give a two (2) week notice to the bargaining unit employee prior to a long term change of work schedule or duty location. For the purpose of this section, a long term change of work schedule or duty location shall mean changes that are ninety (90) days or longer and are non-emergency in nature. The Employer will give a one (1) week notice to the bargaining unit employee prior to a temporary change of work schedule or duty location. For the purpose of this section, a temporary change of work schedule or duty location shall mean changes that are less than ninety (90) days in length and are non-emergency in nature.

Subd. 2. Schedules - The regular hours of work each day shall be consecutive except where split shifts are assigned or required by the Employer in response to bona fide operating needs. The Employer shall not require employees to work split shifts on Saturdays, Sundays, or days recognized by this Agreement as *holidays* and it shall not require employees to work split shifts which end later than 6:30 p.m. on any regular work week day. Regularly scheduled days off shall be consecutive each week.

Section 8.03 - Normal Payroll Period

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

Section 8.04 - Normal Work Requirements

Due to the nature of their work, supervisors may be required to work irregular hours, and to work on holidays and weekends. Therefore, maintaining consistent starting and quitting times and

scheduling specific numbers of hours worked in any day or week may, therefore, be impossible. Some work requirement may result in hours of work in excess of their normal workday or week. Such work time requirements are considered an integral part of the job.

Section 8.05 – Excessive Work Requirements

Eligibility of positions for overtime shall be determined in accordance with the federal Fair Labor Standards Act (FLSA). Notwithstanding the following provisions and with supervisory approval, in circumstances in which the employees assigned duties and responsibilities permit, the employee may exercise reasonable and prudent discretion in scheduling or varying the times at which their work is performed.

Subd. 1. Non-exempt positions

Employees in non-exempt positions shall be paid at the rate of 1.5 times their regular rate of pay for hours worked in excess of the workday. All overtime must be preapproved by the employee's supervisor. Overtime which is not preapproved will be handled on a case by case situation.

Subd. 2. Exempt positions

Compensation for exempt positions is based upon the expectation of a minimum of 80 hours in the pay period.

A. Exempt Positions in Grades 7, 8, and 9

Exempt employees in pay grades 9 and below who are specifically directed by their supervisor to be present at work on their regularly scheduled days off, are assigned duties and responsibilities outside the scope of their normal position or job classification or who are required to provide supervisory coverage for emergencies shall receive additional compensation at their regular salary rate in direct proportion to the time worked.

B. Exempt positions in Grades 10 and 11

In limited situations, the General Manager or Division Director may approve compensation for hours worked which exceed 80 hours in a pay period. Such overtime shall be allowed on a straight-time basis only.

Subd. 3. Compensatory Time

An employee may choose to earn compensatory time off in lieu of payment of overtime, provided the supervisor agrees. Such compensatory time shall be earned in accordance with the provisions above. Employees may accumulate compensatory time to a maximum of 40 hours.

Section 8.06 - Emergencies

In the event of emergencies, nothing herein shall prohibit the Employer from establishing a work day or work week necessary to meet the emergency. Emergencies are defined as an unforeseen combination of circumstances, or the resulting state, that calls for immediate action. 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 8.07 - Notice of Absences

Employees who are unable to report for a scheduled work day have a personal responsibility to notify their immediate supervisor or an authorized representative of such absence no later than one hour prior to the beginning of their scheduled work day, except in the event of an emergency which prevents such notification. Failure to make such notification may be grounds for discipline.

ARTICLE 9
CLASSIFICATION SYSTEM

Section 9.01 - Job Classifications

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

Section 9.02 - Modification of Classifications

The Employer retains the sole right to modify or eliminate existing job classifications or create new job classifications. The employer agrees to provide notice to the Association of the bargaining unit placement of any new or revised classifications under the following three circumstances: (1) change in pay grade of a current TMSA classification, (2) change in bargaining unit placement of a current TMSA classification, (3) creation of a new management or supervisory classification. In the event the Employer substantially modifies the character and/or content of an existing job classification or position or establishes a new job classification within the bargaining unit during the life of this Agreement, the classification shall be evaluated in a manner consistent with the provisions of the Employer's job evaluation procedure. Pay grade assignments shall be negotiated with the Association. The Employer shall meet and confer with the Association on the development or selection of a job evaluation system different from the system which was in effect at the time this Agreement was made.

ARTICLE 10
VACANCIES AND RECLASSIFICATION

Section 10.01 - Posting Vacancies

Positions which become vacant because of separation from employment, a promotion, or the creation of a new position or job classification, and which the employer intends to fill, shall normally be posted for ten (10) calendar days. Posted vacancies not filled within one hundred eighty (180) calendar days from the date of the original posting will be reposted unless the Employer determines not to fill the vacancy. Nothing in this Agreement shall be construed to

require posting in connection with the assignment or reassignment of bargaining unit employees to geographic work locations or work schedules.

Section 10.02 - Reclassification

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

Section 10.03 - Initial Probationary Period

All personnel originally hired, or rehired following separation, to *regular* employment status shall serve an initial probationary period of six (6) continuous months of work, during which time the employee shall demonstrate fitness and ability to perform the job classification's duties and responsibilities. A probationary period may be extended only by a period equal to an extended, approved absence during the probationary period. TMSA will be promptly notified in writing of such extension of a probationary period. At any time during the initial probationary period an employee may be terminated at the discretion of the Employer. An employee terminated during the initial probationary period, shall receive a written notice of termination. Termination of employment during the initial probationary period shall not be subject to the dispute resolution provisions of this Agreement.

Section 10.04 - Probationary Period Upon Promotion or Transfer

All personnel promoted or transferred to a new job classification shall serve a probationary period of six (6) continuous months of work. During the probationary period upon promotion or transfer, employees may, upon written notice from the Employer, be returned to their previously held job classification for any reason at the sole discretion of the Employer. Such actions shall not be regarded as disciplinary in nature and are not subject to review under the grievance or arbitration provisions of this Agreement. While bargaining unit employees serving probationary periods upon promotion or transfer may be disciplined or discharged for *just cause* within the meaning of Article 6.01 (*Discipline for Just Cause*) of this Agreement, their employment may not be terminated for unsatisfactory job performance in the new position which does not constitute misconduct.

ARTICLE 11 **COMPENSATION**

Section 11.01 - Job Classifications and Pay Grades

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

Section 11.02 - Performance Increase

Rates of pay for employees covered by the terms of this Agreement shall be determined in accordance with the provisions of this Article and the results of their annual performance evaluations. Performance reviews shall be conducted on a calendar basis (January 01 to December 31) with performance evaluations due by December 01 each year. Performance evaluations shall be administered in person. In the event an employee has earned a salary increase the application of which would place the employee's salary above the applicable salary range maximum, the excess annualized amount shall be paid to the employee in the form of a lump sum. Salary ranges will be adjusted prior to employee's movement to midpoint if applicable, which will occur prior to any performance increase calculation.

Year One: January 01, 2008 through December 31, 2008

Movement toward the midpoint shall be made effective the first payroll period after January 01, 2008. Effective with the ratification of this contract, all current TMSA members shall receive a one-time lump sum of \$1,000.

Salary increases, for all employees receiving a good or better on their performance evaluation, in the amount of 2.25% will be effective October 04, 2008.

Year Two: January 01, 2009 through December 31, 2009

Movement toward midpoint increases for those employees who have not reached 90% of their respective salary range shall be made effective the first payroll period after January 01, 2009.

Salary increases, for all employees receiving a good or better on their performance evaluation, in the amount of 2.25% will be effective with the payroll period after October 01, 2009.

Year Three: January 01, 2010 through December 31, 2010

Movement toward midpoint increases for those employees who have not reached 95% of their respective salary range shall be made effective the first payroll period after January 01, 2010.

Salary increases, for all employees receiving a good or better on their performance evaluation, in the amount of 2.25% will be effective with the payroll period after October 01, 2010.

Section 11.03- Salary Ranges

The salary range for each pay grade identified in Appendix "A" of this Agreement shall be defined by an annual minimum and maximum amount. Individual employee rates of pay shall be determined in accordance with the provisions of this Agreement and shall be fixed at levels within the applicable pay grade. In no event shall employees be compensated at rates which exceed the applicable salary range maximum.

Section 11.04 - Performance Evaluation Appeals

Performance evaluations and the application of job performance pay increments to individual employee rates of pay shall not be subject to the grievance or arbitration provisions of this

Agreement. In the event an employee disagrees with the performance evaluation, the employee may appeal the matter to the employee's division director or, if the evaluation was performed by the Division Director, the Employer's General Manager - Metro Transit. In the event the disputed evaluation was performed by the General Manager, the Parties shall mutually agree upon another of the Employer's managers to review the matter. Employees pursuing appeals under the provisions of this section may have representation by the Association if desired.

Section 11.05 - Pay Upon Promotion or Demotion

Upon the promotion of an employee from a position in one salary range to another position in a higher salary range, that employee's salary shall be increased by an amount equal to at least ten percent (10%) of the new range. Demotions which are disciplinary (for cause or for performance related reasons) or which are voluntary shall result in a salary reduction which is equal to ten percent (10%) of the new range.

Section 11.06 - Minimum Salary Standards

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

Section 11.07 - Temporary Assignment (Working Out Of Class)

Employees temporarily assigned to a position in a higher pay grade for more than thirty calendar days will receive a temporary salary increase of ten percent (10%) of the new range from the effective date of the assignment. Any salary increases due to the employee during the temporary assignment shall be based upon his/her regular assigned position. In the event a temporary assignment exceeds one hundred eighty (180) days, and upon the request of the Association, the employer shall meet and confer with the Association to explain the need for the assignment.

Section 11.08 – Movement Toward Midpoint of Pay Range

For the terms of this contract, see Section 11.02 for movement toward midpoint increases. The provisions of this section will resume effective January 01, 2011.

Effective January 01, 2005, and every January thereafter, employees with a performance rating of good, very good, or excellent shall be compensated not less than the following targets:

<u>Years in Position</u>	<u>Salary Target as a Percent of Midpoint</u>
1 Year	90%
2 Years	95%
3 Years or more	100%

Section 11.09 - Recognition

The Employer may recognize outstanding individual and/or group performance. The program design and awards will be at the sole discretion of the employer.

ARTICLE 12 HOLIDAYS

Section 12.01 - Designated Holidays

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

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Floating Holidays (5)

Except for the floating holidays provided for above, the Employer shall have the right to direct the observance of each holiday on a day other than the actual holiday. Such determinations shall be announced in advance and shall not be subject to review under the grievance or arbitration provisions of this Agreement. Each eligible employee shall be paid one day's holiday pay for the number of hours he or she is regularly scheduled to work in a day in addition to his/her regular pay if they work on a holiday.

Clarifications:

- a) Employees working a shift that has three (3) days off will be considered a ten (10) hour employee. Ten (10) hour employees that are off by virtue of seniority rights will be paid ten (10) hours of holiday pay.
- b) Ten (10) hour employees working an eight (8) hour holiday shift will be paid ten (10) hours holiday pay and eight (8) hours for working the eight (8) hour shift.
- c) Ten (10) hour employees will be paid eight (8) hours of holiday pay for holidays that fall on their days off.
- d) When the holiday falls on a normal day off, ten (10) hour employees may take another day off within the payroll period with the prior approval of their manager. Employees will be paid ten (10) hours to make them "whole" for the week.

Section 12.02 - Holiday Work

Bargaining unit employees may be required to work on days recognized by this Agreement as *holidays* in order to meet the operating need of the Employer. In establishing work schedules for bargaining unit employees on such days, the Employer shall observe such policies and practices as may be agreed upon by a majority of employees in a work unit. In the absence of such

agreement, the Employer shall establish holiday work schedules with particular regard to the relative supervisory seniority of affected employees within their division. Ties in division seniority shall be broken by seniority with the Employer.

Section 12.03 - Pay for Work Performed on Holidays

When employees are required to work on days recognized by this Agreement as holidays, they shall be paid one (1) day's pay at their regular, base salary rates of pay in addition to the holiday pay for which they are entitled.

Section 12.04 - Floating Holidays

Regular employees, who have satisfactorily completed the initial probationary period, shall receive five (5) personally scheduled holidays, referred to in this Agreement as *floating holidays*, each calendar year. Such days shall be scheduled in advance with each employee's immediate supervisor. Floating holidays may not be accumulated from year to year. Any three (3) of the five (5) floating holidays that remain unused on December 31 of any calendar year shall be paid to the employee the following January.

Section 12.05 - Eligibility

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

Section 12.06 - Religious Holidays

An employee who observes a religious holiday on days which do not fall on a Sunday or 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 rate of pay) at some other time during the calendar year.

SECTION 13
ANNUAL LEAVE

Section 13.01 – Rate of Accrual

Regular employees shall earn annual leave with pay in accordance with the following schedule through October 31, 2010:

<u>Service Credit</u>	<u>Annual Leave Benefit</u>
First 2 years of total employment	5 hours per payroll period
During the 3 rd year of total employment	6 hours per payroll period
After 3 years and through 6 years of total employment	8 hours per payroll period
After 6 years and through 12 years of total employment	9 hours per payroll period
After 12 years of total employment	10 hours per payroll period

Regular employees shall earn annual leave with pay in accordance with the following schedule effective November 01, 2010:

<u>Service Credit</u>	<u>Annual Leave Benefit</u>
First 2 years of total employment	5 hours per payroll period
During the 3 rd year of total employment	6 hours per payroll period
After 3 years and through 6 years of total employment	8 hours per payroll period
After 6 years and through 12 years of total employment	9 hours per payroll period
After 12 years and through 20 years of total employment	10 hours per payroll period
After 20 years and through 25 years of total employment	11 hours per payroll period
At the beginning of 26 years of total employment	12 hours per payroll period

Section 13.02 – Service Credit

1. Service Credit includes the aggregate amount of paid employment in a regular Metropolitan Council position, including periods of leave without pay when followed by a return to work; periods of employment through interagency exchange; periods of consecutive regular employment immediately preceding employment with the Metropolitan Council with any of the metropolitan commissions, the State of Minnesota or any political subdivision within the State.
2. The Employer may, in its sole discretion, credit a newly hired employee that does not meet the Service Credit definition contained in (1); with up to three (3) years service credit for the purposes of Section 13.01 of this Article for ten (10) or more years of relevant work experience prior to the date of employment with the Employer.

Section 13.03 – Accrual Rate Changes

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

Section 13.04 – Conversion of Vacation and Sick Leave

Employees that are promoted or transfer into a job classification covered by this Agreement shall convert unused vacation and sick leave in accordance with the following:

Subd. 1. Accumulated Vacation and Sick Leave – At the beginning of the first full payroll period of coverage under this Agreement, an employee’s unused accumulated balances of vacation and sick leave, if previously applicable, shall be converted to Annual Leave at the following rates:

1. Vacation: 1 unused hour of Vacation equals 1 hour Annual Leave.
2. Sick Leave: 3 unused hours of Sick Leave equals 1 hour of Annual Leave.

Subd. 2. Accumulated Annual Leave - At the beginning of the first full payroll period of coverage under this Agreement, an employee that is new to the bargaining unit and has an existing unused accumulated balance of Annual Leave, said balance shall be transferred at a rate of 1:1.

Section 13.05 – Maximum Accumulation and Pay Upon Termination

Employees may accumulate unused Annual Leave to a maximum of 1,040 (one thousand forty) 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 an employee’s Division Director or the General Manager of Metro Transit where the employee’s reasonable request to use Annual Leave was denied. Fifty percent (50%) of such compensation

for unused annual leave must be placed in the Health Care Savings Plan. In addition, the Employer will contribute one-half of its savings from not paying FICA on the contribution.

Section 13.06 – Holidays

Designated holidays which fall during a period of Annual Leave shall not be counted as a day of Annual Leave.

Section 13.07 – Minimum Use

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

Section 13.08 - 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 be authorized prior to the use of Annual Leave. In the event of an emergency or unforeseen event, the employee shall notify their immediate supervisor or designated representative of such absence no later than one-half (1/2) hour after the beginning of their normal work day, except in the event of an emergency that would prohibit such notification.

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 which are consistent with the operating and staffing needs in each work unit. 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 work unit to which the employee is assigned. 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 within each job classification or work unit. 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 supervisors shall be resolved by the relative supervisory seniority within the Division to which the involved employees are designated. Ties in Division seniority shall be broken by Employer seniority.

Section 13.09 – Worker’s Compensation, Use of Annual Leave

Subd. 1. Annual Leave Election – Employees injured in work related accidents and who are eligible for worker’s compensation benefits shall be afforded the opportunity to elect whether they wish to use accumulated Annual Leave in addition to their Worker’s Compensation benefit. The employee may elect to use all or any portion of their Annual Leave. Under no circumstance shall the employee’s total compensation exceed the amount allowable under Minnesota State Worker’s Compensation law. The Employer will provide a form for this decision. 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 accumulated Annual Leave and their decision accepted.

Subd. 2. Exhaustion of Benefits – When accumulated Annual Leave which an injured employee has elected to use has been exhausted, the employee shall receive only the worker’s compensation benefit until the employee returns to work or until disposition of the claim is finalized.

Subd. 3. Election Declined – Employees electing not to use accumulated Annual Leave will only receive the worker’s compensation benefit.

Subd. 4. Reconsideration – Reconsideration of an injured employee’s election regarding the use or non-use of accumulated Annual Leave will be permitted subject to the approval of the employee’s Division Director or General Manager – Metro Transit.

Subd. 5. Annual Leave Accrual – An employee receiving Worker’s Compensation benefits shall continue to accrue Annual Leave as outlined under Section 13.01 of this Article.

Section 13.10 – Annual Leave Conversion

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 to the Manager of Human Resources – Metro Transit.

Effective 01/01/2009: Anytime between February 1st and October 31st of each calendar year, employees may convert any portion of their accumulated Annual Leave as a contribution to the Employer’s deferred compensation plan. An employee may not reduce the employee’s accumulated balance of unused annual leave below 100 hours. It is the employee’s responsibility to monitor their accumulated Annual Leave balance and to ensure the amount of Annual Leave converted is within deferred compensation plan contribution limits. Requests for conversion must be submitted in writing.

All taxes associated with the conversion to deferred compensation may be paid with accumulated annual leave.

Section 13.11 – Records

Records shall be maintained by the Employer of each employee’s rate of Annual Leave accrual, amount of Annual Leave hours accumulated and the amount of Annual Leave hours used.

ARTICLE 14
INCOME PROTECTION – SALARY CONTINUANCE

Section 14.01 – Income Protection Plan

The Income Protection Plan is designed to provide salary replacement for employees who are unable to work due to illness, injury or other disability. Provisions of the Plan cover all regular & probationary employees.

The Plan provides two levels of income protection:

1. **Salary Continuance** between the 41st hour & 520th 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.)
2. **Long-term disability** insurance following the 520th work hour of an illness, injury or other disability. Benefits are administered in accordance with the provisions contained in **Section 16.04 – Long Term Disability Insurance** of this Agreement.

Section 14.02 - Schedule of Benefits

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

SALARY CONTINUANCE SCHEDULE		
Service Credit	Work Hours at Full Salary	Work Hours at 60% Salary
0 – 5 years	200	280
6 – 10 years	400	80
11 + years	480	0

Section 14.03 - 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 14.04 - 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 14.05 - Benefits During Salary Continuance

Annual Leave accrual & paid holiday leave shall be based on the number of paid hours of Salary Continuance according to the benefit schedule listed in Section 14.02. (I.e., Work Hours at Full Salary and Work Hours at 60% Salary). All benefits provided for by this Agreement shall remain in effect during Salary Continuance in the same manner as an active employee. Holiday pay will be paid in lieu of salary continuance when a holiday falls during the period an employee is out under salary continuance.

Section 14.06 - Worker's Compensation

Employees shall not be eligible for Salary Continuance Benefits while receiving lost time benefits under the provisions of the Minnesota Worker's Compensation Act.

Section 14.07 - Return to Work

Salary Continuance Benefits shall terminate upon an employee's return to 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. If an illness, injury or other disability reoccurs following an employee's return to work of fifty-six (56) work hours or fewer consecutive or intermittent work hours, it shall be considered a continuation of the initial illness, injury or other disability. Salary Continuance Benefits shall continue to the end of the prescribed level prior to the employee's eligibility for long-term disability insurance benefits.

ARTICLE 15
LEAVES OF ABSENCE

Section 15.01 - 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 subpoenaed as a witness or called and selected for jury duty shall receive their regular daily compensation less the amount of jury or witness fees during such period service is required.

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 Administrator, General Manager or his/her designee.

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.

Section 15.02 - 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. Association Leave - Regular employees who are (1) elected or appointed full-time representatives of the Association, or who are (2) elected or appointed by the Association to perform temporary duties for the Association shall be granted a leave of absence without pay in accordance with the provisions of *Minnesota Statutes* §179A.07, Subd. 6 provided that the granting of such leave under (2), herein, does not adversely affect the operations of the Employer.

Subd. 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 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 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 15.03 - 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 15.04 - 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 16 **INSURANCE AND RELATED BENEFITS**

Section 16.01 - 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 and leaves of absence under the Family and Medical Leave Act, employees who are inactive and who are not receiving compensation, but whose employment status with the Employer has not terminated, shall be required to pay the full cost of the required premiums beginning with the first full month of inactivity in order to keep such coverage's in effect.

Section 16.02 - Hospital-Medical Insurance Premiums and Enrollment

Required hospital-medical insurance and/or health plan premiums for all eligible and properly enrolled employees shall be paid in accordance with the following:

Subd. 1. Single Coverage – The Employer shall pay the following amounts on behalf of each employee toward the premium required for single coverage:

Plan	Jan-Sept 2008	Oct-Dec 2008	2009	2010
Open Access	510.08	508.54	580.56	634.99
Distinctions	Not Available	Not Available	596.54	653.21
HRA	401.77	434.69	456.91	483.66

Subd. 2. Family Coverage – The Employer shall pay the following amounts on behalf of each employee toward the premium required for family coverage:

Plan	Jan-Sept 2008	Oct-Dec 2008	2009	2010
Open Access	1,100.01	1,146.33	1,323.63	1,409.96
Distinctions	Not Available	Not Available	1,267.14	1,383.90
HRA	933.34	974.24	1,019.14	1,073.69

Subd. 3. Coverage Upon Retirement – Regular full-time employees who retire from employment and who are then eligible to draw retirement benefits from the Minnesota State Retirement System or the Public Employees Retirement Association may elect hospital-medical insurance or health plan coverage as described below:

- a. **Group A Retirees:** Employees who retire between the ages of 60 and 65 years with thirty (30) or more years of service and those who retire under the disability retirement benefits provisions of the Minnesota State Retirement System or Public Employees Retirement Association may continue single or family hospital-medical insurance or health plan coverage on the same basis and at the same premium/contribution ratio as active employees as described in Subd 1 and Subd 2. Therefore, until the first of the month immediately following their 65th birthday:

Subparagraph a-1 Single Coverage – The Employer shall pay the following amounts on behalf of each Group A retiree toward the premium required for single coverage:

Plan	Jan-Sept 2008	Oct-Dec 2008	2009	2010
Open Access	510.08	508.54	580.56	634.99
Distinctions	Not Available	Not Available	596.54	653.21

Subparagraph a-2 Family Coverage – The Employer shall pay the following amounts on behalf of each Group A retiree toward the premium required for family coverage:

Plan	Jan-Sept 2008	Oct-Dec 2008	2009	2010
Open Access	1,100.01	1,146.33	1,323.63	1,409.96
Distinctions	Not Available	Not Available	1,267.14	1,383.90

After age 65, the Employer shall pay on behalf of Group A retirees who elect continuous coverage two-thirds of the Employer contributions described above in Subparagraphs a-1 and a-2.

- b. **Group B Retirees:** All other eligible retiring employees (i.e., those not covered by the provisions of paragraph “a” above) may continue single or family hospital-medical insurance or health plan coverage. The Employer shall pay on behalf of these Group B retiring employees two-thirds of the Employer contributions described above in Subparagraphs a-1 and a-2.
- c. Retiree hospital-medical insurance and health plan benefits under this subdivision shall be limited to those eligible bargaining unit employees of record on December 31, 1996 and those employees who transfer to a position within the scope and definition of the bargaining unit after December 31, 1996 where the employee was eligible for retiree health benefits at the time of the transfer, or where the employee could have qualified for such benefits at any time thereafter in their previous position of employment with the Employer under the provisions of another applicable collective bargaining agreement or policy. Council employees who transfer into the bargaining unit after July 1, 2005 and are eligible for retiree benefits under the collective bargaining agreement applicable to their former bargaining unit must have the following number of continuous years of service with the Employer to be eligible for retiree health insurance:
- Employees hired on or before October 27, 1995 need 10 years of service
 - Employees hired after October 27, 1995 but on or before October 25, 2000 need 12 years of service
 - Employees hired after October 25, 2000 need 17 years of service

Upon proper application, newly hired eligible employees shall be enrolled in the hospital-medical insurance or health plan of their choice on the first day of the calendar month immediately following the date of their employment as a regular full-time employee.

Section 16.03 - Life Insurance Amounts, Premiums and Enrollment

Group term life insurance benefits in an amount equal to twice each eligible employee's annual base salary rounded to the next highest thousand to a maximum of two hundred thousand dollars (\$200,000) shall be provided without evidence of insurability to all employees who are properly enrolled in the Employer's group life insurance plan.

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 in the basic life insurance plan on the first day of their service as a regular full-time employee.

Section 16.04 - Long Term Disability Insurance

Long-term disability insurance coverage shall be provided to all eligible employees. At the time this Agreement is ratified such benefits will be payable under qualifying conditions to disabled employees after a ninety (90) calendar day waiting period to age 65 at the rate of sixty-six and two-thirds percent (66 2/3%) of the employee's base rate of pay to a maximum benefit of five thousand dollars (\$5,000) per month.

The Employer shall pay the monthly premiums required for such coverage's for all properly enrolled eligible employees.

Upon proper application, newly hired eligible employees shall be enrolled in the long-term disability insurance plan on the first day of their service as a regular full-time employee.

Section 16.05 - Dental Insurance

Group dental insurance coverage providing full preventive and limited restorative and orthodontia benefits shall be provided to all eligible regular full-time employees.

Subd. 1. Employee Coverage - Dental insurance coverage shall be provided to all eligible employees. Effective January 01, 2008, the Employer shall pay thirty four dollars and ninety three cents (\$34.93) per month toward the premiums required for such coverage. Effective October 01, 2008, the Employer shall pay twenty two dollars and nine cents (\$22.09) per month toward the premiums required for such coverage. Effective January 01, 2009, the

Employer shall pay twenty three dollars and fifty six cents (\$23.56) per month toward the premiums required for such coverage. Effective January 01, 2010, the Employer shall pay shall pay twenty five dollars and fifty four cents (\$25.54) per month toward the premiums required for such coverage.

Subd. 2. Dependent Coverage - Employees may enroll their eligible dependents in the Employer's dental insurance plan. Effective January 01, 2008, the Employer shall pay sixty eight dollars and twenty five cents (\$68.25) per month toward the premiums required for such coverage. Effective October 01, 2008, the Employer shall pay sixty dollars and thirty nine cents (\$60.39) per month toward the premiums required for such coverage. Effective January 01, 2009, the Employer shall pay sixty four dollars and forty three cents (\$64.43) per month toward the premiums required for such coverage. Effective January 01, 2010, the Employer shall pay shall pay sixty nine dollars and seventy nine cents (\$69.79) per month toward the premiums required for such coverage. Employee premiums shall be paid by authorized payroll deductions.

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

Section 16.06 - 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 dependent care spending 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 16.07 - 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 16.08 - 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 16.09 Employee Assistance

Bargaining unit employees shall be afforded an opportunity to obtain confidential counseling and related professional assistance with workplace and/or personal concerns from the Employer's employee assistance program provider. The services available under the program shall be determined by the contract between the Employer and the provider of the services and not this Agreement.

Section 16.10 - Bus/Rail Pass and Rideshare Incentive Program

Bargaining unit employees shall be entitled to free passage on all regular route buses and rail funded by the Employer in accordance with the administrative policies and procedures established by the Employer. Charter, special and sightseeing services shall not be included in the program. The Employer reserves the right to revoke employee privileges under the program for abuse and to discontinue the program for all employees if discontinued generally.

Section 16.11 - Credit Union Payroll Deductions

The Employer shall deduct from the earnings of the bargaining unit employees who authorize such deductions in writing, deposits to any credit union or bank.

Section 16.12 – Health Care Savings Plan

TMSA employees are eligible to participate in the Minnesota Post-Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes § 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System’s Trust and Plan Documents. Each employee shall contribute 0.5% of gross wages each pay period. All funds collected by the Employer on behalf of the employee will be deposited into the employee’s Post-Employment Health Care Savings Plan account every pay period. The portion of compensation for unused annual leave which must be placed in HCSP is noted in Section 13.05 – Maximum Accumulation and Pay upon Termination.

ARTICLE 17
Uniform Work Clothing

Section 17.01 - Transit Supervisor (Rail and Bus)

Subd. 1 - Initial Issue - Effective January 01, 2009, all current employees whose regular full time assignment and job title is Transit Supervisor (Rail or Bus), and any new employees assigned to that title shall receive an initial issue of work clothing consisting of the following:


6 pair of slacks (black or silver-tan)	1 parka (high visibility black-lime)
4 shirts (black, white or silver-tan)	3 polo shirts (black or silver-tan)
1 sweater, unlined (black)	1 utility type raincoat (high-visibility)
1 pair black leather oxford shoes or 1 pair boots (leather/nylon upper)	All employer approved direct embroidery


Routine tailoring costs associated with all initial issue uniform clothing shall be provided to the employee at no cost.

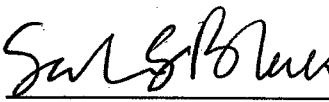
The initial issue must be purchased from the specified vendor.

SIGNATURE PAGE

METROPOLITAN COUNCIL

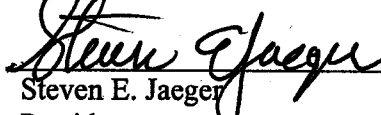

Thomas H. Weaver
Regional Administrator
Date: 1-16-09



Brian J. Lamb
General Manager - Metro Transit
Date: 1/14/09

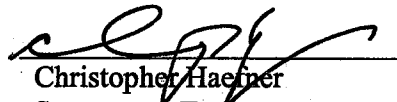

Sandi S. Blaeser
Assistant Director of HR - Employee Relations
Date: 1/9/09

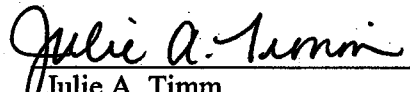

Marcia M. Keown
Labor Relations Specialist
Date: 01/13/2009

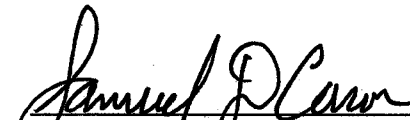
TRANSIT MANAGERS AND SUPERVISORS ASSOCIATION

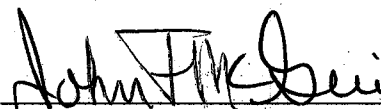

Steven E. Jaeger
President
Date: 12/8/08

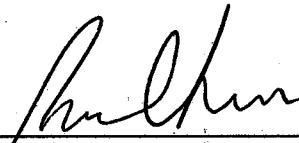

Jeffrey P. Wostrel
Vice - President
Date: 8 Dec 2008


Christopher Haefner
Secretary - Treasurer
Date: 12/8/08


Julie A. Timm
Association Representative
Date: 12/8/08


Samuel D. Caron
Association Representative
Date: 12/8/08


John F. McGuire
Association Representative
Date: 12/08/2008


Paul Slesar
Association Representative
Date: 12-8-08

Subd. 2 - Annual Replacement Allowance - For each calendar year beginning January 1, 2010, each regular full-time Transit Supervisor (Rail or Bus) shall be eligible to receive an annual allowance for the tailoring and replacement of uniform clothing as follows:

1. The Annual Replacement Allowance shall be \$345.00 for 2008, \$0.00 for 2009 and \$425.00 (Four hundred twenty-five dollars) beginning in 2010. \$130.00 (One hundred thirty dollars) of which may be spent on Optional Items listed in Subd. 3 below.
2. Employees that are either promoted or hired into the position of Transit Supervisor (Rail or Bus) during any calendar year shall be eligible for the full annual allowance on January 01 of the following year.
3. Paycheck deductions for employees who choose to purchase extra or Optional articles of uniform clothing shall be:

<u>Amount</u>	<u>Deduction</u>
Up to \$200	\$25.00/paycheck
\$200 up to \$400	\$50.00/paycheck
\$400 up to \$600	\$75.00/paycheck
\$600 up to \$800	\$100.00/paycheck

Subd. 3. – Optional Items:

Tan or Black Baseball Cap	Gloves (black)
Black Stocking Cap	1 leather duty belt
1 pair snow pants (black)	Khaki or Black shorts

Subd. 4 - Replacement of Damaged Uniform Clothing - Transit Supervisors (Rail or Bus) who have uniform work clothing items damaged while performing the duties and responsibilities of their job, may make a request to the Division Director or designee to have those items replaced. The Division Director or their designee shall consider such requests on a case-by-case basis.

Subd. 5 - Staff Shortages & Special Situations - At management’s discretion, if an employee is acting as a Transit Supervisor (Rail or Bus) on a frequent basis, said employee shall be provided with uniform clothing in a sufficient amount to facilitate their ability to act as a Transit Supervisor (Rail or Bus). The Employer will notify the Association of clothing issued as per this paragraph.

Section 17.02 - Maintenance Department -

The Employer shall continue the practice of providing uniform work clothing.

Subd. 1. Work Shoes and Boots - Employees that are required to wear safety shoes and are assigned to work in Service Garages or the Overhaul Base (OHB), in areas where vehicles are maintained, shall be reimbursed up to ninety-dollars (\$90.00) per calendar year for the purchase of work boots or shoes. The employee shall present the original receipt to Metro

Transit - Maintenance administrative support staff for reimbursement as well as the worn footwear. The employee shall normally be reimbursed within ten (10) working days after providing proof of purchase. The Employer shall not be held responsible for inadvertent administrative errors.

Subd. 2. Outerwear – A “Jacket” shall be provided for bus maintenance employees covered by this agreement. Cleaning will be provided as needed. Jackets will be replaced for normal wear and tear at management’s discretion. Lost or stolen jackets will not be replaced.

ARTICLE 18 **SENIORITY**

Effective November 12, 2008.

Section 18.01 – Classification Definitions

Subd. 1 – Date of Hire Seniority – “Date of Hire Seniority” is defined as the length of employment with the Employer since the most recent date of hire. The Agency’s Human Resources Department will track “Date of Hire” seniority.

Subd. 2 – TMSA Seniority – “TMSA Seniority” is defined as the length of employment as a TMSA member with the Employer since the most recent date the employee entered the bargaining unit. The Agency’s Human Resources Department will track “TMSA Seniority.”

Subd. 3 – Division Job Title Seniority – “Division Job Title Seniority” is defined as the length of employment in a specific division job title since the most recent date the employee entered that division job title. Managers will maintain a seniority list based on their employees’ most recent division job title start date.

An employee, who returns to their previous division job title during the probationary period after a promotion, will not lose their previous division job title seniority when returning to the division job title from which they came.

Section 18.02 – Filling of Temporary Positions

When an Association member fills a position in a temporary status, the time away from that member’s normal position will not be considered a break in their “Date of Hire,” “TMSA,” or “Division Job Title” Seniority.

Section 18.03 – Use of Seniority

In those circumstances in which management deems seniority is the appropriate determinative factor, the following provisions apply;

- A. Where two bargaining unit members have the same seniority date, the tie-breaker will be in the following order:

- a. Division Job Title Seniority
 - b. TMSA Seniority
 - c. Date of Hire Seniority
- B. The type of seniority applied shall correspond with the circumstances for which seniority is being used.

ARTICLE 19
SAVINGS CLAUSE

In the event any provisions of this Agreement are held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal is taken, such provisions shall be voided. All other provisions shall continue in full force and effect. The Parties shall, upon written notice, enter into negotiations to place the voided provision of the Agreement in compliance with the statute. The provisions herein shall also be observed where the Parties mutually agree that the provisions of this Agreement come into conflict with new legislation and/or regulation enacted or imposed during its term.

ARTICLE 20
DISCRIMINATION PROHIBITED

There shall be no unlawful discrimination in employment at the Metropolitan Council. Employees shall perform their job duties and responsibilities in a non-discriminatory manner, and will not discriminate for or against an individual on any basis prohibited by law.

ARTICLE 21
DURATION AND PLEDGE

Section 21.01 - Term of Agreement

The terms of this Agreement shall take effect on January 01, 2008 and shall remain in effect through December 31, 2010 and shall continue in effect from year to year thereafter from the first day of January through the last day of December of each year unless changed or terminated in the manner provided by this article.

Section 21.02 - 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 21.01 (*Term of Agreement*) of this article. During the period after this Agreement expires and prior to the time of any proper termination of this Agreement, the terms of this Agreement shall continue in effect and shall be enforceable upon both Parties.

Section 21.03 - 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 understanding 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 21.04 - 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 21.05 - Mutual Pledge


Subd. 1. No Strike - No Lockout - Employees covered by this Agreement may not legally strike during the term of this Agreement or otherwise. In consideration of the terms and provisions of this Agreement and its commitment to the peaceful resolution of disputes hereunder by final and binding arbitration, the Employer shall not lock out employees covered by this Agreement in response to any dispute with the Association or the employees it represents.

Subd. 2. Meet and Confer - The Parties shall establish a Joint Committee which shall consist of no more than four (4) representatives selected and appointed by each Party. The Committee shall take up such matters as its members mutually agree to discuss except those associated with the terms and conditions of employment and grievances under the Agreement. The Committee's efforts shall be focused on ways to improve the quality of services provided by the Employer to the public and the efficiency with which such services are provided. The Committee may also work to improve the working relationship between the Association and the Employer but shall not be regarded as a substitute for the proper performance of supervisory and managerial duties by individual members of the bargaining unit.

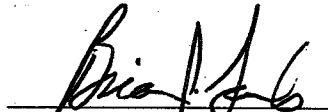
NOW, THEREFORE, the Parties have caused this Agreement to be executed by their duly authorized representatives whose signatures appear below:

SIGNATURE PAGE

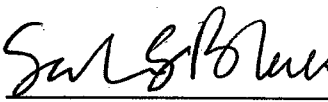
METROPOLITAN COUNCIL


Thomas H. Weaver
Regional Administrator

1-16-09
Date


Brian J. Lamb
General Manager - Metro Transit

1/14/09
Date

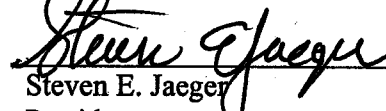

Sandi S. Blaeser
Assistant Director of HR - Employee Relations

1/9/09
Date



Marcia M. Keown
Labor Relations Specialist

01/13/2009
Date

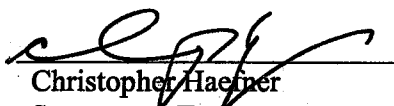
TRANSIT MANAGERS AND SUPERVISORS ASSOCIATION


Steven E. Jaeger
President

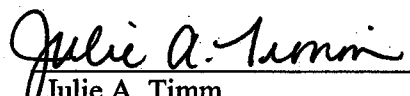
12/8/08
Date


Jeffrey P. Wostrel
Vice - President

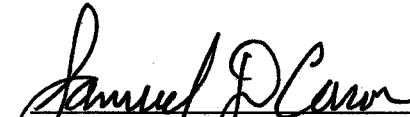
8 Dec 2008
Date


Christopher Haefner
Secretary - Treasurer

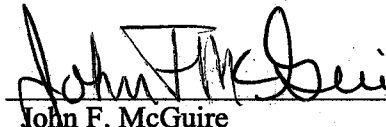
12/8/08
Date


Julie A. Timm
Association Representative

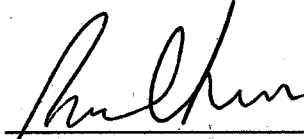
12/8/08
Date


Samuel D. Caron
Association Representative

12/8/08
Date


John F. McGuire
Association Representative

12/08/2008
Date


Paul Slesar
Association Representative

12-8-08
Date

APPENDIX "A"
JOB CLASSIFICATIONS AND PAY GRADES

PAY GRADES AND JOB CLASSIFICATIONS

Annual Salary

PAY GRADE 7		Minimum:	Midpoint:	Maximum:
Supervisor, Data Collection	01/01/08	\$41,544	\$51,929	\$62,316
Supervisor, Fare Collections	10/04/08	\$45,622	\$57,028	\$68,433
Supervisor, TIC				
Supervisor, Janitorial				

PAY GRADE 8		Minimum:	Midpoint:	Maximum:
Lead Supervisor, TIC	01/01/08	\$45,268	\$56,584	\$67,901
Supervisor, District Street	10/04/08	\$48,984	\$61,230	\$73,476
Supervisor, Material Planning				
Supervisor, Rail Transit				
Supervisor, Transit Control				

PAY GRADE 9		Minimum:	Midpoint:	Maximum:
Assistant Manager, Street Operations	01/01/08	\$48,373	\$60,467	\$72,561
Assistant Manager, TCC Operations	10/04/08	\$53,546	\$66,933	\$80,320
Assistant Manger, Instruction				
Assistant Transportation Manager				
Senior Maintenance Training Officer				
Supervisor, Brake Shop				
Supervisor, Non-Revenue				
Supervisor, Commuter Rail Maintenance				
Supervisor, Creative Services				
Supervisor, Customer Relations				
Supervisor, Electronic Revenue Equipment Repair				
Supervisor, Electronic Maintenance				
Supervisor, Facilities Maintenance				
Supervisor, Fleet Services Eng/Trans				
Supervisor, Fleet Services HVAC/Electrical				
Supervisor, Fleet Services Lift/Brakes				
Supervisor, Fleet Services MIS				
Supervisor, Fleet Services Preventative Maintenance				
Supervisor, Fleet Services Warranty				
Supervisor, Market Development				
Supervisor, Overhaul Shop				
Supervisor, Public Facilities Maintenance				
Supervisor, Rail Maintenance				
Supervisor, Rail Maintenance QA & Training				
Supervisor, Revenue Collections & Pr				
Supervisor, Revenue Operations				
Supervisor, Ridership & Revenue Analysis				
Supervisor, SCADA Signals/Communications				

PAY GRADES AND JOB CLASSIFICATIONS

Annual Salary

PAY GRADE 9 - Continued

		Minimum:	Midpoint:	Maximum:
Supervisor, Service Analysis	01/01/08	\$48,373	\$60,467	\$72,561
Supervisor, Service Garage	10/04/08	\$53,546	\$66,933	\$80,320
Supervisor, TDM Program				

PAY GRADE 10

		Minimum:	Midpoint:	Maximum:
Assistant Manager, Rail Transportation	01/01/08	\$51,746	\$64,684	\$77,620
Manager, Business Systems I	10/04/08	\$55,707	\$69,633	\$83,559
Manager, Communication Systems				
Manager, Materials Management				
Manager, Scheduling & Systems Support				
Manager, TCC				
Manager, Transit Information				

PAY GRADE 11

		Minimum:	Midpoint:	Maximum:
Manager, Accounting	01/01/08	\$55,475	\$69,344	\$83,212
Manager, Facility Planning	10/04/08	\$59,082	\$73,853	\$88,623
Manager, Fleet Services Training QA				
Manager, Instruction				
Manager, Maintenance Rail Vehicle				
Manager, Maintenance				
Manager, Overhaul Base				
Manager, Purchasing & Contract				
Manager, Rail & Bus Safety				
Manager, Rail QA Training				
Manager, Rail Transportation				
Manager, Revenue Processing				
Manager, Route & System Planning				
Manager, SCADA Signals/Communications				
Manager, Track				
Manager, Traction Power				
Manager, Training - Bus Maintenance				
Manager, Transportation				

PAY GRADE 12

		Minimum:	Midpoint:	Maximum:
No classifications currently assigned	01/01/08	\$59,203	\$74,004	\$88,803
	10/04/08	\$62,430	\$78,038	\$93,645