
METROPOLITAN COUNCIL

and

**MN TEAMSTERS PUBLIC LAW ENFORCEMENT
EMPLOYEES' UNION. (Local 320)**

L A B O R A G R E E M E N T

FULL-TIME OFFICERS

For the Period:

January 1, 2013 through December 31, 2015

LABOR AGREEMENT

between

METROPOLITAN COUNCIL

METRO TRANSIT POLICE DEPARTMENT

and

MINNESOTA TEAMSTERS

PUBLIC AND LAW ENFORCEMENT

EMPLOYEES' UNION,

LOCAL NO. 320



Representing

FULL TIME POLICE OFFICERS

Effective January 1, 2013 thru December 31, 2015

TABLE OF CONTENTS

ARTICLE 1	PURPOSE OF AGREEMENT	1
ARTICLE 2	RECOGNITION	1
	Section 2.01 – Recognition	1
	Section 2.02 – Unit Assignment	1
	Section 2.03 – Impasse Resolution	1
ARTICLE 3	DEFINITIONS	1
ARTICLE 4	EMPLOYER SECURITY	2
ARTICLE 5	EMPLOYER AUTHORITY	3
	Section 5.01 – Retained Rights	3
ARTICLE 6	UNION SECURITY	3
	Section 6.01 – Union Dues	3
	Section 6.02 – Union Stewards	3
	Section 6.03 – Union Bulletin Boards	3
	Section 6.04 – Indemnification and Hold Harmless Clause	3
ARTICLE 7	EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE	4
	Section 7.01 – Definition of a Grievance	4
	Section 7.02 – Union Representatives	4
	Section 7.03 – Processing a Grievance	4
	Section 7.04 – Grievance Procedure	4
	Section 7.05 – Arbitrator’s Authority	5
	Section 7.06 – Waiver of Grievance	6
ARTICLE 8	SAVINGS CLAUSE	6
ARTICLE 9	SENIORITY AND PROBATION	7
	Section 9.01 – Definition of Seniority	7

	Section 9.02 – Probationary Period	7
	Section 9.03 – Reduction in Work Hours or Work Force	7
	Section 9.04 – Transfers and Promotions	7
	Section 9.05 – Shift Bidding	7
ARTICLE 10	DISCIPLINE	7
	Section 10.01 – Forms of Discipline	7
	Section 10.02 – Written Documentation	8
	Section 10.03 – Written Discipline Part of Personnel File	8
	Section 10.04 – Examination of Employee’s Own Personnel File	8
	Section 10.05 – Discharge of Non-Probationary Employees	8
	Section 10.06 – Right of Union Representation	8
	Section 10.07 – Disciplined by Reduction of Hours	8
ARTICLE 11	CONSTITUTIONAL PROTECTION	8
ARTICLE 12	WORKING SCHEDULES	8
	Section 12.01 – Normal Work Year	8
	Section 12.02 – Assignment of Overtime	9
	Section 12.03 – No Guarantee of Assigned Hours	9
	Section 12.04 – Notice of Shift Changes	9
	Section 12.05 – Scheduled Hours of Work	9
	Section 12.06 – Pay Period	9
	Section 12.07 – Request for Days Off	9
	Section 12.08 – Posting Work Schedules	9
	Section 12.09 – Emergency Exceptions	9
ARTICLE 13	OVERTIME AND OTHER PAY PROVISIONS	10
	Section 13.01 – Overtime Rate of Pay	10

	Section 13.02 – Definition of Overtime	10
	Section 13.03 – Call Back	10
	Section 13.04 – Court Testimony	10
	Section 13.05 – Standby for Court Testimony	10
	Section 13.06 – Night Differential	11
	Section 13.07 – POST License	11
	Section 13.08 – Salary Adjustments	11
	Section 13.09 – Compensatory Time Off	11
	Section 13.10 – Incentive for Riding Bus or Train	11
	Section 13.11 – No Duplication of Overtime	11
	Section 13.12 – Training for Licensure	11
	Section 13.13 – Court Time and Preparation	12
ARTICLE 14	HOLIDAYS	12
	Section 14.01 – Recognized Holidays	12
	Section 14.02 – Pay for Work on a Holiday	13
	Section 14.03 – Floating Holidays	13
	Section 14.04 – Eligibility for Holiday Pay	13
	Section 14.05 – Day Off for Religious Holiday	13
ARTICLE 15	ANNUAL LEAVE	14
	Section 15.01 – Rate of Accrual	14
	Section 15.02 – Accrual Rate Changes	14
	Section 15.03 – Maximum Accumulation and Pay upon Termination	14
	Section 15.04 – Holiday	14
	Section 15.05 – Minimum Use	14
	Section 15.06 – Use of Annual Leave	15

	Section 15.07 – Annual Leave Conversion to Deferred Compensation	15
	Section 15.08 – Annual Leave Conversion to Income	15
ARTICLE 16	SALARY CONTINUANCE	16
	Section 16.01 – Purpose	16
	Section 16.02 – Schedule of Benefits	16
	Section 16.03 – Request and Verification	16
	Section 16.04 – Compensation Rate	16
	Section 16.05 – Benefits During Salary Continuance	16
	Section 16.06 – Workers’ Compensation	17
	Section 16.07 – Return to Work	17
	Section 16.08 – Reoccurrence	17
ARTICLE 17	LEAVE OF ABSENCE	17
	Section 17.01 – Leaves With Pay	17
	Section 17.02 – Leaves Without Pay	18
	Section 17.03 – Approval in Writing	19
	Section 17.04 – No Compensation or Benefits	19
ARTICLE 18	UNIFORMS	19
	Section 18.01 – Initial Allowance	19
	Section 18.02 – Annual Allowance	19
	Section 18.03 – Replacement	20
	Section 18.04 – New Required Uniform Items	20
ARTICLE 19	INJURED IN THE LINE OF DUTY	20
	Section 19.01 – Injured in the Line of Duty Benefit	20
	Section 19.02 – Commencement of Injury in the Line of Duty Pay	20
	Section 19.03 – Benefits While Injured	21

ARTICLE 20	INSURANCE BENEFITS	21
	Section 20.01 – Medical Insurance	21
	Section 20.02 – Dental Insurance	22
	Section 20.03 – Life Insurance	22
	Section 20.04 – Long-Term Disability Insurance	22
	Section 20.05 – Flexible Benefits	22
	Section 20.06 – Tuition Reimbursement	23
	Section 20.07 – Health Care Savings Plan	23
ARTICLE 21	LABOR-MANAGEMENT COMMITTEE	23
ARTICLE 22	WAIVER	23
ARTICLE 23	NON-DISCRIMINATION	23
ARTICLE 24	DURATION	24
	SIGNATURE PAGE	25
	ADDENDUM A – MONTHLY SALARIES	26
	ADDENDUM B – INSURANCE CONTRIBUTION ILLUSTRATION	28

LABOR AGREEMENT
between
METROPOLITAN COUNCIL
and
TEAMSTERS LOCAL 320

ARTICLE 1 - PURPOSE OF AGREEMENT

This Agreement is entered into between the Metropolitan Council, hereinafter called the EMPLOYER, and Teamsters Local 320, hereinafter called the UNION. It is the intent and purpose of this Agreement to:

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

ARTICLE 2 - RECOGNITION

Section 2.01 - Recognition

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

FULL TIME POLICE OFFICER

Section 2.02 - Unit Assignments

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

Section 2.03 - Impasse Resolution

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

ARTICLE 3 - DEFINITIONS

Union: Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

Union Member: A member of the Teamsters Local 320 who is a full time police officer for the Metropolitan Transit Police.

Employee: A full time, non-supervisory, POST licensed peace officer represented by the exclusive representative.

Department: Metropolitan Transit Police.

Employer: Metropolitan Council.

Chief: The Chief of the Metropolitan Transit Police.

Union Officer: Officer elected or appointed by Teamsters Local No. 320.

Scheduled Shift: A consecutive work period within a 24-hour period.

Break: A 15-minute period every four (4) hours during which the employee remains on continual duty and is responsible for assigned duties.

Lunch: A period of thirty (30) minutes for a shift of five (5) hours or more during which the employee remains in continual duty and is responsible for assigned duties.

Strike: Concerted action in failing to report for duty; the willful absence from one's position; the stoppage of work, slow down or absence in whole or in part from the full and proper performance of the duties of employment for the purposes of inducing, influencing or coercing change in the conditions or compensation of the rights, privileges or obligations of employment.

Service Credit: Service credit includes the aggregate amount of paid, full time employment as a POST licensed full time Peace Officer in the State of Minnesota, or as an equivalent full time Peace Officer in the State of Minnesota, or as an equivalent full time Peace Officer in another state. Among the experiences which do not count toward service credit are: experience in any branch of the U.S. Armed Forces, non-sworn employment by a police agency, employment by a private or public security agency, experience as a jailer or correctional guard (unless the position was a POST licensed, full time Peace Officer position) and all other experience which did not include the same level of police authority as provided to a full time Peace Officer under Minnesota Statutes.

ARTICLE 4 - EMPLOYER SECURITY

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

ARTICLE 5 - EMPLOYER AUTHORITY

Section 5.01 - Retained Rights

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

ARTICLE 6 - UNION SECURITY

Section 6.01 - Union Dues

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

Section 6.02 - Union Stewards

The Union may designate employees from the bargaining unit to act as 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. Upon request, the Union steward will be allowed to investigate grievances, present grievances, participate in mutually scheduled conferences with management, and engage in negotiations without loss of pay. In addition, the Employer will afford reasonable time off without pay to elected officers or appointed representatives of the Union to conduct other Union business. This provision shall apply only during the steward's regularly scheduled shift. Requests shall be honored unless they interfere with the operation of the department.

Section 6.03 - Union Bulletin Board

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

Section 6.04 - Indemnification and Hold Harmless Clause

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

ARTICLE 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

Section 7.01 - Definition of a Grievance

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

Section 7.02 - Union Representatives

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

Section 7.03 - Processing of a Grievance

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

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

Section 7.04 - Grievance Procedure

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

Step 1: An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. 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 Chief of Police or a designated Step 2 representative. The Employer's Step 2 representative shall give the Union the Employer's Step 2 answer in writing within 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 General Manager, Metro Transit or his/her designee. The General Manager 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 General Manager's answer. Any grievance not appealed in writing to Step 4 by the Union within ten (10) days shall be considered waived.

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

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

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

Section 7.05 - Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The Arbitrator shall consider and decide only the specific issue(s) submitted in

writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's service and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 7.06 - Waiver of Grievance

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

ARTICLE 8 - SAVINGS CLAUSE

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

ARTICLE 9 - SENIORITY AND PROBATION

Section 9.01 - Definition of Seniority

Seniority shall be based on the employee's most recent date of hire as a full time Police Officer. Effective April 01, 2011, if more than one (1) employee is hired on the same date, seniority shall be determined by service credit as defined by this Agreement. If a tie still remains, seniority shall be determined by test scores.

Section 9.02 - Probationary Period

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

Section 9.03 - Reduction in Work Hours or Work Force

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

Section 9.04 - Transfers and Promotions

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

Section 9.05 - Shift Bidding

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

ARTICLE 10 - DISCIPLINE

Section 10.01 - Forms of Discipline

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

- a) Oral Reprimand
- b) Written Reprimand
- c) Suspension
- d) Demotion, or
- e) Discharge

Section 10.02 - Written Documentation

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

Section 10.03 - Written Discipline Part of Personnel File

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

Section 10.04 - Examination of Employee's Own Personnel File

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

Section 10.05 - Discharge of Non-Probationary Employees

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

Section 10.06 - Right of Union Representation

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

Section 10.07 - Disciplined by Reduction of Hours

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

ARTICLE 11 - CONSTITUTIONAL PROTECTION

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

ARTICLE 12 - WORKING SCHEDULES**Section 12.01 - Normal Work Year**

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

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

Section 12.02 - Assignment of Overtime

Assigned overtime will be distributed at the discretion of the Employer as equally as possible. An employee must work overtime and call backs if requested by the Employer, unless unusual circumstances prevent the employee from doing so. Overtime attributed to an employee's completion of normally assigned duties is not considered assigned overtime.

Section 12.03 - No Guarantee of Assigned Hours

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

Section 12.04 - Notice of Shift Changes

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

Section 12.05 - Scheduled Hours of Work

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

Section 12.06 - Pay Period

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

Section 12.07 - Request for Days Off

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

Section 12.08 - Posting Work Schedules

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

Section 12.09 - Emergency Exceptions

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

ARTICLE 13 - OVERTIME AND OTHER PAY PROVISIONS

Section 13.01 - Overtime Rate of Pay

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

Section 13.02 - Definition of Overtime

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

Section 13.03 - Call Back

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

Section 13.04 - Court Testimony

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

Section 13.05 - Standby for Court Testimony

Employees who are required by the Employer or the court to standby for testimony in a case arising from their duties performed for the Employer, shall be paid one (1) times their regular straight-time rate of pay for each hour on standby with a two (2) hour minimum. Standby pay shall terminate automatically at 1800 hours each day or when cancelled by the Employer or the court, whichever first occurs. The two (2) hour minimum pay provisions of this section shall apply whenever a court duty standby directive is cancelled after 1800 hours on the day preceding court. Standby pay shall not be provided after such employees actually report for court proceedings as directed.

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

Section 13.06 - Night Differential

Employees shall be paid an additional five percent (5%) of their regular, base rates of pay for all hours worked between 1800 and 600 hours (i.e., 6:00 p.m. and 6:00 a.m.).

Section 13.07 - POST License

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

Section 13.08 - Salary Adjustments

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

Section 13.09 - Compensatory Time Off

An employee may earn up to eighty (80) hours of compensatory time off in lieu of overtime pay with the pre-approval of their immediate supervisor. All banked hours will be paid on the last check issued in December. No compensatory time may be earned during the last payroll period of a calendar year.

Section 13.10 - Incentive for Riding Bus or Train

An employee who rides to work on the regular route of a bus or a train, in full uniform, for a minimum of fifteen (15) minutes each way, shall be paid for one-half ($\frac{1}{2}$) 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 ($\frac{1}{2}$) hour of straight time pay if the one way ride in full uniform is at least thirty (30) minutes one way and a ride on a regular transit route is not available at the other end of the employee's shift.

Section 13.11 - No Duplication of Overtime

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

Section 13.12 – Training for Licensure

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

Section 13.13 – Court Time and Preparation

Employees will be compensated for all time required in court including time required in *standby* status in anticipation of such appearances when:

- 1) The court case is within the scope of the employee's employment and the employee is under subpoena or trial notice for the appearance, a copy of which has been provided to the Department.

An employee will be permitted necessary time in consultation with attorneys while on-duty, provided:

- 1) The case is within the scope of the employee's employment and,
- 2) Prior approval of such on-duty consultation is received from the employee's immediate supervisor.

Employees shall be compensated for all off-duty time spent in consultation with attorneys where:

- 1) The City Attorney, an involved County Attorney and/or Federal Authority, requires the employee's attendance at such meeting, and
- 2) The consultation cannot reasonably be rescheduled to the involved employee's normal on-duty hours, and
- 3) The same *scope of employment* and *prior approval* criteria listed in Paragraph (b), above, are satisfied.

ARTICLE 14 - HOLIDAYS

Section 14.01 - Recognized Holidays

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

Scheduled holidays:

New Year's Day	January 1 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th

Non-scheduled holidays:

Floating Holidays (6)	As arranged
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Holiday pay within the meaning of this Article shall be calculated at the rate of eight (8) hours' straight-time pay and shall be paid for each of the days recognized by this Agreement as holidays. Holiday pay shall also be paid where the holiday falls on an employee's regularly scheduled day off.

Section 14.02 - Pay for Work on a Holiday

When employees are required to work on days recognized by this Agreement as scheduled holidays, they shall be paid at the rate of one and one-half (1½) times their regular, base rates of pay for their entire working shift if any portion of the employee's assigned shift is on the recognized holiday in addition to the eight (8) hours of holiday pay for which they may be entitled.

Section 14.03 - Floating Holidays

Regular employees, who have satisfactorily completed the initial probationary period, shall receive six (6) personally scheduled holidays, referred to in this Agreement as floating holidays, each calendar year. Each floating holiday consists of eight (8) hours. Floating holiday hours may be arranged in advance with each employee's immediate supervisor in any increment greater than four (4) hours. Floating holidays may not be accumulated from year-to-year. (An employee who completes probation shall receive a prorated number of floating holidays for the balance of the calendar year at the rate of one (1) floating holiday for every full two (2) months remaining in the calendar year.)

Section 14.04 - Eligibility for Holiday Pay

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

Section 14.05 - Day Off for Religious Holiday

An employee who observes a religious holiday on days which do not fall on a scheduled day off shall be entitled to such days off from his/her employment for such observance with the approval of the immediate supervisor. Such days off shall be taken off without pay unless: 1) the employee elects to use annual leave; or, 2) the employee has available floating holidays which the employee desires to use; or, 3) the employee obtains supervisory approval to work an equivalent number of hours (at regular base salary rates of pay) at some other time during the same pay period.

ARTICLE 15 - ANNUAL LEAVE

Section 15.01 - Rate of Accrual

Full time employees shall earn annual leave with pay based on service credit in accordance with the following schedule:

Service Credit	Annual Leave Benefit
First two (2) years	5 hours per payroll period
At the beginning of the 3 rd year	6 hours per payroll period
At the beginning of the 4 th year and through the 6 th year	8 hours per payroll period
At the beginning of the 7 th year and through the 12 th year	9 hours per payroll period
At the beginning of the 13 ^h year and through the 22 nd year	10 hours per payroll period
At the beginning of the 23 rd year and through the 29 th year	10.15 hours per payroll period
At the beginning of the 30 th year	11.385 hours per payroll period

Section 15.02 - Accrual Rate Changes

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

Section 15.03 - Maximum Accumulation and Pay Upon Termination

Employees may accumulate unused annual leave to a maximum of 1040 (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 the Chief of Police or the General Manager of Metro Transit where the employee's reasonable request to use annual leave was denied.

Section 15.04 - Holidays

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

Section 15.05 - Minimum Use

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

Section 15.06 - Use of Annual Leave

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

Subd. 1. Notification and Approval Required. Unless otherwise modified by other sections within this Article, a request and approval to use annual leave must occur before the use of annual leave. An employee shall notify their immediate supervisor or designated representative of such absence no later than one-half (½) hour before the beginning of their shift, except in the event of an emergency.

Subd. 2. Unauthorized Use. Employees failing to give proper notification to their immediate supervisor or designated representative of an intended absence within the provisions of this section shall waive any benefit provided by this section and, in addition, may be subject to discipline.

Subd. 3. Annual Leave Scheduling in Increments of Forty (40) or More Hours. The Employer shall establish scheduling policies and procedures consistent with the operating and staffing needs of the department. Annual Leave usage in increments of forty (40) or more hours must be requested, scheduled and approved in advance in conformance with the scheduling policies and procedures in effect within the department. The Employer reserves the right to determine the maximum number of employees to be off on annual leave in increments of forty (40) or more hours at any one time. Conflicts between employees concerning the use of annual leave in increments of forty (40) or more hours which cannot be resolved by the affected employees themselves and their supervisors shall be resolved by the relative seniority.

Section 15.07 - Annual Leave Conversion to Deferred Compensation

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

Section 15.08 - Annual Leave Conversion to Income

An employee may convert accumulated unused annual leave to income once per calendar year, provided the conversion is requested between April 1 and October

31 and provided the conversion does not reduce the employee's accumulated balance of unused annual leave below one hundred (100) hours.

ARTICLE 16 - SALARY CONTINUANCE

Section 16.01 - Purpose

Salary continuance provides income protection between the 41st hour and 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.)

Section 16.02 - 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 to 5 years	200	280
6 to 10 years	400	80
11+ Years	480	0

Section 16.03 - Request and Verification

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

Section 16.04 - Compensation Rate

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

Section 16.05 - Benefits During Salary Continuance

Annual leave accrual and paid holiday leave shall be based on the number of paid hours of salary continuance according to the benefit schedule in this Article.

All benefits provided for by this Agreement shall remain in effect during salary continuance in the same manner as an active employee.

Section 16.06 - Workers' Compensation

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

Section 16.07 - Return to Work

An employee medically authorized to return to work on a part-time basis following an illness, injury or other disability, may do so, based on the needs of the work unit. In such bases, salary continuance benefits will continue to be paid in addition to salary for actual hours worked up to the scheduled benefit level. The period of illness, injury or other disability together with such part-time salary continuance benefits shall not exceed five hundred twenty (520) work hours.

Section 16.08 - Recurrence

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

- A. the recurrence occurs within 180 days of the employee's return to work; and
- B. the recurrence is due to the same cause; or
- C. the recurrence is due to a related cause.

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

ARTICLE 17. LEAVES OF ABSENCE

Section 17.01 - Leaves With Pay

Subd. 1. Military Reserve Leave - Regular and probationary employees who are members of any reserve component of the armed forces of the State of Minnesota or the United States shall be granted a leave of absence with pay, not to exceed fifteen (15) 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 (excluding mileage) 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 Administration or his/her designee. Administrative leave with full pay may be initiated by written order of the Chief of Police. The written order shall state the reason(s) for the Administrative leave. Administrative leave is not a form of discipline.

Subd. 5. Bone Marrow Donor Leave - Pursuant to applicable Minnesota statutes, employees shall, upon advance notification to their immediate supervisor and approval by the Employer, be granted a paid leave of absence at the time they undergo medical procedures to donate bone marrow. At the time such employees request the leave, they shall provide to their immediate supervisor written verification by a physician of the purpose and length of the required leave. The combined length of leaves for this purpose may not exceed one (1) full work week unless agreed to go by the Employer in its sole discretion.

Section 17.02 - Leaves Without Pay

Subd. 1. Military Leave of Absence - Regular and probationary employees shall be entitled to a military leave of absence without pay for service in the armed forces of the United States or the State of Minnesota and to reinstatement at the expiration of such leave. Such leave shall be authorized only in cases where the employee has been official called to active duty in the military service and shall continue until the employee is relieved from active duty.

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

Subd. 3. School Conference and Activities Leave - Leaves of absence without pay of up to a total of sixteen (16) hours during any twelve (12) month period for the purpose of attending school 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. 4. Other Leaves Without Pay - Regular employees may be allowed to be absent from duty without pay on the basis of individual application and subject to the advance approval of the Employer.

Section 17.03 - Approval in Writing

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

Section 17.04 - No Compensation or Benefits

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

ARTICLE 18 - UNIFORMS

Section 18.01 - Initial Allowance

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

Section 18.02 - Annual Allowance

An employee who has been a full time employee for more than ten (10) months shall be provided a \$850 uniform allowance on January 1, 2013, \$875 on January 1, 2014 and \$900 on January 01, 2015. An employee who has not been a full time employee for more than ten (10) months as of January 1 of any given

year will receive ten percent (10%) of the full uniform allowance for each month of employment within the prior year.

Section 18.03 - Replacement

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

Section 18.04 - New Required Uniform Items

The Employer shall provide any required new uniform items.

ARTICLE 19 - INJURY IN THE LINE OF DUTY

Section 19.01 - Injury In the Line of Duty Benefit

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

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

The Injury in the Line of Duty benefit will be paid at the rate of pay the Employee earned on the last workday before the injury in the line of duty, no change in the rate of pay shall be made while receiving this benefit. All benefits provided for by the Agreement shall remain in effect during the injury in the line of duty benefit period.

This income protection benefit will begin on the day of the qualifying injury in the line of duty. Should an employee be unable to return to work at the end of eighteen (18) week period, normal worker's compensation provisions would apply.

Section 19.02 - Commencement of Injury on Duty Pay

An employee who has been injured on duty shall go off the clock at a time determined by the supervisor on duty after consultation with the employee. If

there is a difference of opinion between the employee and the supervisor on duty, the final determination will be made by the Chief of Police.

Section 19.03 - Benefits While Injured

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

ARTICLE 20 - INSURANCE BENEFITS

Section 20.01 - Medical Insurance

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

Effective January 01, 2011 and for the terms of this contract period, the Metropolitan Council shall offer three plan options, the HealthPartners Open Access plan, the HealthPartners Distinctions III plan and the Empower HRA plan.

Metropolitan Council and the Teamsters agree to the following cost sharing concepts:

2013:

- Open Access: Employee contributions will be the same as negotiated for 2012
- Optional Plans: Employee contributions will be the same as 2012 actual employee contributions.

2014:

- Open Access: Not Available
- Optional Plans: Employee contributions will be the same as the 2012 actual employee contributions. The Employer contribution will be the total premium minus the employee contribution.

2015:

- Open Access: Not Available
- Optional Plans: The employer contribution will be the same as 2014 with the following caps:
 - Single employee contribution not to exceed 10% of total premium
 - Family employee contribution not to exceed 20% of total premium.

The monthly employer contributions for the HRA do not include the annual HRA contributions which are \$1,375 per year for single and \$2,750 per year for family coverage.

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

Section 20.02 - Dental Insurance

Specific coverage and eligibility requirements are included in plan brochures.

For 2013, the Employee shall contribute the same premium as 2012.

For 2014, the Employee shall contribute the same premium as 2012. The Employer premium shall be the total premium minus the Employee contribution.

For 2015, the Employer shall contribute the same premium as 2014. Single employee contributions will not exceed 10% of the total premium; family employee contributions will not exceed 20% of the total premium.

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

Section 20.03 - Life Insurance

Employee Basic Term Life coverage shall be two (2) times annual base salary up to \$200,000 for all full time Police Officers. Specific coverage and eligibility requirements are included in plan brochures. The Council shall pay the full premium for employee basic term life insurance. Any premium paid by the Council for coverage in excess of \$50,000 is subject to a tax liability in accordance with IRS regulations. An employee may decline coverage in excess of \$50,000 by completing a waiver form.

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

Section 20.04 - Long-Term Disability Insurance

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

Section 20.05 - Flexible Benefits

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

Section 20.06 - Tuition Reimbursement

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

Section 20.07 - Health Care Savings Plan

Upon request by the Union, the Union and Employer will meet and negotiate a health care savings plan funded exclusively through contributions from employees.

ARTICLE 21 - LABOR-MANAGEMENT COMMITTEE

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

ARTICLE 22 - WAIVER

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

ARTICLE 23 - NON-DISCRIMINATION

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

ARTICLE 24 - DURATION

This Agreement shall be effective as of the date of full execution and shall remain in full force and effect through December 31, 2015, and thereafter until modified by the parties. Either party may serve notice at least ninety (90) days prior to expiration of an intent to negotiate.

In witness whereof, the parties hereto have executed this Agreement on the 3rd day of April, 2013.

METROPOLITAN COUNCIL

TEAMSTERS LOCAL NO. 320

Patrick P. Born Date
Regional Administrator

Mike Carey Date
Business Agent

Brian J. Lamb Date
General Manager, Metro Transit

Bruce Larson Date
Union Steward

Sandi S. Blaeser Date
Metropolitan Council Labor Relations

Michael Kopp Date
Union Steward

Marcia MK. Padden Date
Metropolitan Council Labor Relations

Matthew Walker Date
Union Steward

ADDENDUM A - MONTHLY SALARIES

	January 01, 2013 *		July 01, 2013 *		January 01, 2014		January 01, 2015	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Start	\$22.59	\$3,915.60	\$23.04	\$4,000.53	\$23.50	\$4,073.33	\$23.97	\$4,154.80
After 1 year	\$24.86	\$4,309.07	\$25.36	\$4,395.73	\$25.87	\$4,484.13	\$26.39	\$4,574.27
After 2 years	\$27.87	\$4,830.80	\$28.43	\$4,927.87	\$29.00	\$5,025.67	\$29.58	\$5,127.20
After 3 years	\$30.15	\$5,226.00	\$30.75	\$5,330.00	\$31.37	\$5,437.47	\$31.99	\$5,544.93
After 4 years	\$32.17	\$5,576.13	\$32.81	\$5,577.86	\$33.47	\$5,801.47	\$34.14	\$5,917.60

* In addition to the 2% General Increase in January of each year, a market adjustment of 1% will occur on 01/01/2013 bringing the cumulative increase to 3% and on 07/01/2013 a market adjustment of 2% will occur.

1. **FTO Pay**

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

2. **Service Credit**

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

3. **Canine Compensation**

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

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

4. **Investigator Compensation**

A Transit Police Officer assigned full time as an Investigator shall receive an additional twenty-five dollars (\$25.00) per month after the officer has worked at least six consecutive months as a full time investigator.

5. **Longevity**

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

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

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

ADDENDUM B – INSURANCE CONTRIBUTION – ILLUSTRATION ONLY

2013 Actual			
	Employee	Employer	Total Cost
Open Access			
Single	120.00	663.52	783.52
Family	800.00	1,158.79	1958.79
Distinctions III			
Single	0.00	747.17	747.17
Family	127.74	1,741.19	1868.93
HRA			
Single	0.00	592.94	592.94
Family	102.96	1,380.18	1483.14
Dental			
Single	0.00	46.92	46.92
Family	29.52	94.95	124.47

2014 Projected Full Premium and ER Contribution			
	Employee	Employer	Total Cost
Open Access			
Single	Not Available		
Family	Not Available		
Distinctions III			
Single	0.00	724.76	724.76
Family	127.74	1,685.12	1812.86
HRA			
Single	0.00	575.15	575.15
Family	102.96	1,335.69	1438.65
Dental			
Single	0.00	47.86	47.86
Family	29.52	97.44	126.96

2015 - Projected Full Premium and EE Contribution			
	Employee	Employer	Total Cost
Distinctions III			
Single	21.74	724.76	746.50
Family	182.12	1685.12	1867.24
HRA			
Single	17.26	575.15	592.41
Family	146.12	1335.69	1481.81
Dental			
Single	0.96	0.00	48.82
Family	32.06	0.00	129.50
	25.90	103.60	