

Machinists
and
Mechanics

Labor Agreement between the Metropolitan Council and International Association of Machinists and Aerospace Workers

District Lodge No. 77, A.F.L. – C.I.O.

For the Period January 1, 2024 through December 31, 2026



TABLE OF CONTENTS

PREAMBLE..... 1

ARTICLE 1 – RECOGNITION..... 1

 Section 1.01 – Recognition..... 1

 Section 1.02 – Modification of Unit Description..... 1

ARTICLE 2 – EMPLOYER RIGHTS..... 1

 Section 2.01 – Right to Manage and Operate 1

 Section 2.02 – Retained Rights..... 1

ARTICLE 3 – UNION RIGHTS 2

 Section 3.01 – Union Stewards..... 2

 Section 3.02 – Dues Deduction..... 2

 Section 3.03 – Fair Share Fee Deduction..... 2

 Section 3.04 – Indemnification 2

 Section 3.05 – Union Business 2

 Section 3.06 – Bulletin Boards 2

 Section 3.07 – New Hire Orientation..... 2

ARTICLE 4 – PROBATIONARY PERIODS..... 2

 Section 4.01 – New Hire Probationary Period..... 2

 Section 4.02 – Promotional Probationary Period..... 3

ARTICLE 5 – HOURS OF WORK 3

 Section 5.01 – General 3

 Section 5.02 – Normal Hours of Work 3

 Section 5.03 – Scheduling..... 4

 Section 5.04 – Reporting Pay Guarantee 4

 Section 5.05 – Call Back Pay Guarantee 4

 Section 5.06 – On Call Pay..... 4

ARTICLE 6 – OVERTIME 4

 Section 6.01 – Authorization of Overtime..... 4

 Section 6.02 – Overtime Rates of Pay 5

 Section 6.03 – No Pyramiding of Overtime..... 5

 Section 6.04 – Overtime Equalization 5

 Section 6.05 – Overtime Work Meal Allowance..... 5

ARTICLE 7 – WORK LOCATION 5

Section 7.01 – Work Location	5
ARTICLE 8 – WAGES AND JOB CLASSIFICATIONS	6
Section 8.01 – Job Classifications	6
Section 8.02 – Rates of Pay	6
Section 8.03 – Premium Pay Opportunities.....	6
ARTICLE 9 – SELECTION OF LEAD JOURNEYPERSON MACHINISTS.....	6
Section 9.01 – Lead Journeyperson Machinist Replacements.....	6
Section 9.02 – Regular Lead Journeyperson Machinist Vacancies	6
Section 9.03 – Lead Journeyperson Machinist Ratios.....	7
ARTICLE 10 – ANNUAL LEAVE AND HOLIDAYS	7
Section 10.01 – Holidays Defined	7
Section 10.02 – Holiday Pay.....	7
Section 10.03 – Holiday Work.....	7
Section 10.04 – Rate of Accrual – Annual Leave and Supplemental Holiday Benefits.....	7
Section 10.05 – Maximum Accumulation and Pay Upon Separation	8
Section 10.06 – Designated Holidays	8
Section 10.07 – Use of Annual Leave	9
Section 10.08 – Conversion of Vacation and Sick Leave.....	9
Section 10.09 – Records	9
Section 10.10 – Workers’ Compensation: Use of Annual Leave	10
ARTICLE 11 – INCOME PROTECTION.....	10
Section 11.01 – Purpose.....	10
Section 11.02 – Salary Continuance	11
ARTICLE 12 – LEAVES OF ABSENCE.....	13
Section 12.01 – Leaves With Pay	13
Section 12.02 – Leaves Without Pay	13
ARTICLE 13 – INSURANCE BENEFITS.....	14
Section 13.01 – Insurance Programs.....	14
Section 13.02 – Medical Plan Premiums	14
Section 13.03 – Life Insurance	15
Section 13.04 – Long Term Disability Insurance	15
Section 13.05 – Dental Insurance	15
Section 13.06 – Health Care Savings Plan.....	15
ARTICLE 14 – DISCIPLINARY PROCEDURES	16

Section 14.01 – Right to Discipline	16
Section 14.02 – Disciplinary Actions	16
Section 14.03 – Appeals	16
ARTICLE 15 – SENIORITY.....	16
Section 15.01 – Seniority Defined	16
Section 15.02 – Termination of Seniority.....	16
Section 15.03 – Accumulation of Seniority	16
Section 15.04 – Seniority List.....	16
ARTICLE 16 – LAYOFF AND RECALL	17
Section 16.01 – Layoff.....	17
Section 16.02 – Temporary Layoff.....	17
Section 16.03 – Bumping Rights	17
Section 16.04 – Notice of Layoff.....	17
Section 16.05 – Emergency Layoff	17
Section 16.06 – Recall from Layoff.....	17
ARTICLE 17 – JURISDICTION	17
ARTICLE 18 – GRIEVANCE PROCEDURE	18
Section 18.01 – Grievance Defined	18
Section 18.02 – Stewards	18
Section 18.03 – Limitations	18
Section 18.04 – Procedure	18
Section 18.05 – Arbitrator’s Authority	19
Section 18.06 – Arbitrator’s Fees and Expenses	19
Section 18.07 – Time Limits.....	20
ARTICLE 19 – SUBCONTRACTING	20
ARTICLE 20 – RETIREMENT	20
Section 20.01 – Pension Contributions	20
Section 20.02 – Continued Participation in Hospital-Medical Insurance Plans	21
Section 20.03 – Earned Annual Leave.....	22
Section 20.04 – Retirement Celebration	22
ARTICLE 21 – NON-DISCRIMINATION.....	23
ARTICLE 22 – TEMPORARY EMPLOYEES.....	23
ARTICLE 23 – ADA/REASONABLE ACCOMMODATION.....	23
Section 23.01 – Purpose.....	23

Section 23.02 – Process	23
Section 23.03 – Confidentiality	23
ARTICLE 24 – TOOLS	23
ARTICLE 25 – TRANSIT PASS.....	24
ARTICLE 26 – TERMS OF AGREEMENT	24
Section 26.01 – Supplement to Statutes.....	24
Section 26.02 – Mutual Agreement to Amend	24
Section 26.03 – Savings Clause	24
Section 26.04 – Complete Agreement	24
Section 26.05 – Duration	24
Section 26.06 – No Strike/No Lockout.....	25
APPENDIX A	27
*Performance Pay	27
LETTER OF AGREEMENT.....	28
LABOR MANAGEMENT COMMITTEE	28
TECHNOLOGICAL CHANGES.....	28
ADVISORY MEDIATION	28
STATE INDENTURED JOURNEYPERSON LICENSE	29

PREAMBLE

This Agreement has been entered into between the Metropolitan Council Environmental Services (the *Employer*) and District Lodge No. 77 of the International Association of Machinists and Aerospace Workers, AFL-CIO (the *Union*).

The purpose for entering into this Agreement is to (1) achieve orderly and peaceful relations thereby establishing a system of uninterrupted operations and the highest level of employee performance that is consistent with the safety and well-being of all concerned; (2) set forth rates of pay, hours of work and other conditions of employment as have been specifically agreed upon by the Employer and the Union for the duration of this Agreement; and (3) establish procedures to orderly and peacefully resolve disputes as to the application or interpretation of this Agreement without loss of productivity.

ARTICLE 1 – RECOGNITION

Section 1.01 – Recognition

The Employer recognizes the Union as the exclusive representative of all its employees in the Metropolitan Council Environmental Services whose job classifications and rates of pay are set forth in Appendix A of this Agreement and who work more than sixty-seven (67) workdays per year and more than 14 hours per week; excluding managerial employees, confidential, and other employees.

Section 1.02 – Modification of Unit Description

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

ARTICLE 2 – EMPLOYER RIGHTS

Section 2.01 – Right to Manage and Operate

The Employer retains the right to operate and manage all personnel, facilities and equipment in whatever manner necessary to meet statutory requirements or resolutions of the governing body of the Metropolitan Council Environmental Services. This right shall be limited only to the extent that it is specifically governed by this Agreement.

Section 2.02 – Retained Rights

Any term or condition of employment not specifically established by this Agreement shall remain with the Employer to establish, modify or eliminate by written administrative or personnel policies or Metropolitan Council Environmental Services resolution.

ARTICLE 3 – UNION RIGHTS

Section 3.01 – Union Stewards

The Union may designate necessary employees from the bargaining unit to act as Union Stewards. The Union shall notify the Employer in writing of employees so designated and of changes in such designation. Employees designated as Stewards shall have the right and responsibilities described in the grievance procedure of this Agreement.

Section 3.02 – Dues Deduction

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

Section 3.03 – Fair Share Fee Deduction

All employees covered by this Agreement who are not members of the Union may be required by the Union to pay a *fair share fee* to the extent provided by Minnesota Statutes. The Employer, upon receipt of written certification from the Union, designating the employees from whom a fair share fee shall be deducted and the amount of the fair share fee, shall deduct the fair share fee from the wages of those employees.

Section 3.04 – Indemnification

The Union shall indemnify and hold the Employer harmless against any and all claims, orders or judgments made against the Employer regarding the administration of Sections 3.02 and 3.03 of this Article.

Section 3.05 – Union Business

Upon notification to and with the approval of the Maintenance Director or a designated representative, the Union's Business Representative, or another representative designated by the Union, shall be permitted to enter facilities of the Employer to conduct official Union business.

Section 3.06 – Bulletin Boards

The Employer shall provide a reasonable space in locked employee bulletin boards, at the following work locations: Blue Lake, Seneca, Empire, Cottage Grove, Metro and Regional Maintenance Facility. Bulletin boards are to be used for the sole purpose of official Union notices and announcements.

Section 3.07 – New Hire Orientation

The Employer agrees to allow the Business Representative and/or Union Steward(s) up to one (1) paid hour of new hire orientation within the first 30 days of a new hire's first day of employment

ARTICLE 4 – PROBATIONARY PERIODS

Section 4.01 – New Hire Probationary Period

All newly hired regular employees shall serve a six (6) month probationary period during which the employee shall demonstrate fitness and ability to perform the job classification's duties and responsibilities. For purposes of this provision, *six (6) months* shall be construed to be one

hundred thirty (130) days of actual work. At any time during the probationary period an employee may be terminated at the discretion of the Employer. An employee terminated during the probationary period shall receive a written notice of termination. Termination of employment during the initial probationary period shall not be subject to review under the grievance or arbitration provisions of this Agreement.

Section 4.02 – Promotional Probationary Period

Employees promoted to a higher-paid job classification on a regular (not temporary) basis shall serve a six (6) month promotional probationary period in the new classification. During the promotional probationary period, the employee may be demoted to the job classification from which they were promoted at the discretion of the Employer. Employees demoted during a promotional probationary period shall receive a written notice of such demotion which states the reason(s) thereof.

ARTICLE 5 – HOURS OF WORK

Section 5.01 – General

The provisions of this Article shall not be construed as, and they are not a guarantee of, hours of work per normal work day or per normal work week. In the event of an emergency, nothing herein shall prohibit the Employer from establishing a normal work day or normal work week which is necessary to meet the emergency.

Section 5.02 – Normal Hours of Work

Subd. 1. The Normal Work Day – The normal work day shall be eight (8) consecutive hours of work in shifts as described below:

- i. The *day shift* shall be an eight (8) consecutive hour work shift which begins between the hours of 6:00 a.m. and 8:00 a.m., excluding a thirty (30) minute unpaid meal period.
- ii. The *afternoon shift* shall be an eight (8) consecutive hour work shift which begins between the hours of 2:00 p.m. and 4:00 p.m., including a thirty (30) minute paid meal period.
- iii. The *night shift* shall be an eight (8) consecutive hour work shift which begins between the hours of 10:00 p.m. and 12:00 a.m., including a thirty (30) minute paid meal period.

Subd. 2. Rest Periods – Employees shall be granted a fifteen (15) minute rest period during each four (4) hour period of work. Rest periods shall be taken at times and places which have been approved by the employee’s immediate supervisor.

Subd. 3. The Normal Work Week – The normal work week shall be five (5) consecutive days beginning Monday in a seven (7) calendar day period.

Section 5.03 – Scheduling

All employees shall be at the location designated by their supervisor, ready for work, at the established starting time and shall remain at their assigned work location until the end of the work day, unless otherwise directed or excused by their supervisor. In the event more than one work schedule is available at any work location, the employees assigned to the work location shall be given the opportunity to select their normal work schedules from among those available in the order of their relative job classification seniority. The Employer shall select only one starting time for each shift at each work location which shall conform with the shift starting times described by the provisions of this article unless other starting times have been mutually agreed to by the parties at any work location. Changes in an employee's scheduled normal work day or normal work week, other than for temporary assignments as provided for below, shall be preceded by seven (7) calendar days' written notice to the employee.

Section 5.04 – Reporting Pay Guarantee

Employees reporting for work at the established starting time and for whom no work is available shall receive pay for two (2) hours at the basic hourly rate, unless notification has been given not to report to work prior to leaving home or during the previous work day.

Section 5.05 – Call Back Pay Guarantee

The Employer retains the right to call back employees before or after their normal work day and/or before or after their normal work week and/or on an employee's scheduled day off. Employees called back to work shall receive a minimum of four (4) hours straight-time pay, or when applicable, overtime pay for the hours actually worked, whichever is greater. Employees who are called back four (4) hours or less prior to their scheduled work day shall complete the normal work day and be compensated only for the overtime hours worked.

When an employee is required to be "on-call," s/he shall receive sixteen (16) hours of pay at their straight time hourly rate for 24 hour – 7 days per week coverage.

Section 5.06 – On Call Pay

When the Employer requires that an employee must be available and "on-call" for work and be able to report in a reasonable time, the employee shall be compensated at the rate of two (2) hours straight time for Monday, Tuesday, Wednesday, Thursday and Friday, and three (3) hours straight time for Saturday and Sunday, and three (3) hours straight time for a recognized holiday.

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

ARTICLE 6 – OVERTIME

Section 6.01 – Authorization of Overtime

Employees are subject to reasonable overtime work assignments on a scheduled or unscheduled basis. All overtime work must be approved in advance by the manager (or designee) who is responsible for the primary work location to which the employee is assigned. Employees shall be provided with as much advance notice of required overtime work as is reasonable, possible, and practical under all of the circumstances. For purposes of training, overtime will be paid for employer-required training when it occurs outside the employee's normal schedule. Overtime

will generally not be paid for voluntary training which occurs outside the employee's normal schedule and such training may involve adjustment of the employee's daily work schedule.

Section 6.02 – Overtime Rates of Pay

Subd. 1. Time and One-Half – Overtime pay at the rate of one and one-half (1-1/2) times the employee's hourly rate shall be paid for all work performed:

- i. in excess of eight (8) hours during a normal workday.
- ii. on a sixth (6th) day following a normal work week.

Subd. 2. Double-Time – Overtime pay at the rate of two (2) times the employee's hourly rate shall be paid for all work performed:

- i. on a seventh (7th) day following a normal work week.
- ii. in excess of twelve (12) consecutive hours in a twenty-four (24) hour period.
- iii. on a day recognized by this Agreement as a *holiday*.

Section 6.03 – No Pyramiding of Overtime

There shall be no pyramiding of overtime rates. Double-time shall be the maximum compensation for any hour worked.

Section 6.04 – Overtime Equalization

In scheduling overtime work, the Employer shall distribute such work by job classification as equitably as practicable among employees qualified to perform the work. In the event an employee declines an opportunity to work overtime, the employee shall be charged with the overtime hours declined as if they had been worked for purposes of this section.

Section 6.05 – Overtime Work Meal Allowance

Employees shall be furnished a meal, or compensated \$7.50 for the cost of the meal, in the event they are required to work in excess of twelve (12) consecutive hours.

ARTICLE 7 – WORK LOCATION

Section 7.01 – Work Location

All employees shall be assigned to a *work location* at their time of employment. For the purposes of this Agreement, the term work location shall be defined as the following work areas:

Maintenance Business Unit (which includes Metro Plant, East Business Unit, Seneca Business Unit, Blue Lake Business Unit, Interceptor System)

ARTICLE 8 – WAGES AND JOB CLASSIFICATIONS

Section 8.01 – Job Classifications

All regular employees shall be assigned to a specific job classification. Each job classification shall have a title, a description of responsibilities and duties, and a statement of minimum hiring requirements. The Employer retains the right to modify, eliminate, or establish new job classifications within the bargaining unit. In the event the Employer modifies or establishes a new classification, the basic hourly rate for the classification shall be negotiated with the Union.

Section 8.02 – Rates of Pay

All persons working in a job classification listed in Appendix “A” of this Agreement shall be paid in accordance with the basic hourly rates set forth therein which is attached to and made a part of this Agreement. Employees temporarily assigned to lower paid classifications shall be paid in accordance with the hourly rate of pay established for their regular job classification. Employees temporarily assigned to higher paid classifications shall be paid in accordance with the hourly rate of pay established for the higher paid classification. All pay progression steps including those applicable to apprentices shown herein shall be effective on the first full payroll period immediately following satisfaction of the required length of service.

Section 8.03 – Premium Pay Opportunities

CDL Pay will be added at a rate of \$0.25 per hour for all hours worked for any employee that is required to carry a CDL License as determined by the Employer.

ARTICLE 9 – SELECTION OF LEAD JOURNEYPerson MACHINISTS

Section 9.01 – Lead Journeyperson Machinist Replacements

Whenever a Lead Journeyperson Machinist is absent for more than one (1) work day, the vacancy created by the absence shall be filled by a Journeyperson Machinist-Mechanic within the work location where the temporary vacancy exists except that when such vacancies occur in the vehicle shops, they shall first be offered to Vehicle Mechanics employed therein. Absences of one day or less shall be filled at the discretion of the Employer, based on business needs. All such temporary assignments shall be based on an individual’s qualifications to perform the assignment (facility familiarity, technical expertise and seniority will be considered). The Employer shall make all temporary assignments. Journeyperson Machinist-Mechanics temporarily assigned to a higher-paid job classification shall be compensated at the hourly rate of the higher-paid classification for all the hours worked therein.

Section 9.02 – Regular Lead Journeyperson Machinist Vacancies

The Employer reserves the sole and exclusive right to select, appoint and hire personnel to fill regular vacancies in the job classification of Lead Journeyperson Machinist without regard to seniority or any other provisions of this Agreement. In the event the job classification of Lead Journeyperson Machinist is permanently vacant, the vacancy shall be filled by an employee from the bargaining unit, provided no qualified employees from the bargaining unit applies for the vacancy, the Employer may fill the vacancy from outside the bargaining unit.

Section 9.03 – Lead Journeyperson Machinist Ratios

The Maintenance Business Unit shall have a minimum of one (1) Lead Journeyperson Machinist. No Lead Journeyperson Machinist shall be required to supervise more than thirteen (13) employees. An additional Lead Journeyperson Machinist shall be designated for each additional thirteen (13) employees or fraction thereof.

Additional Lead Journeyperson Machinists may be added without regard to the ratio at the discretion of the Employer.

ARTICLE 10 – ANNUAL LEAVE AND HOLIDAYS

Section 10.01 – Holidays Defined

Subd. 1. Paid Holidays – The following days, upon which no work is normally scheduled or performed, are recognized as *holidays*:

- New Year’s Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- 1 Floating Holiday

Subd. 2. Scheduling – When New Year’s Day, Independence Day, or Christmas Day falls on a Sunday, the following Monday shall be considered the designated holiday; when they fall on a Saturday, the preceding Friday shall be considered the designated holiday.

Section 10.02 – Holiday Pay

Regular employees who are eligible for holiday pay shall be paid eight (8) hours’ straight-time pay for each of the eight (8) days recognized by this Agreement as *holidays*. To be eligible for holiday pay, employees must work their scheduled workday immediately before and immediately after the holiday. Employees on approved paid absence as provided by this Agreement shall be considered to have worked their scheduled workday before and/or after the holiday.

Section 10.03 – Holiday Work

Employees may be required to work on a holiday on a scheduled or unscheduled basis to meet the emergency operating needs of the Employer.

Section 10.04 – Rate of Accrual – Annual Leave and Supplemental Holiday Benefits

Regular employees shall earn annual leave and supplemental holiday benefits in accordance with the schedule below:

Service Requirements	Benefit Accrual
During the first 2 years (approximately 52 payroll periods) of continuous employment	7 working hours per payroll period
During the 3rd year (approximately 52 to 78 payroll periods) of continuous employment	8 working hours per payroll period
After 3 years and through 6 years (approximately 70 to 156 payroll periods) of continuous employment	10 working hours per payroll period
After 6 years and through 12 years (approximately 157 to 312 payroll periods) of continuous employment	11 working hours per payroll period
After 12 years and through 20 years (approximately 313 to 520 payroll periods) of continuous employment	12 working hours per payroll period.
After 20 years (approximately 521 payroll periods) of continuous employment	13 working hours per payroll period

Changes in the accrual rate of annual leave shall be made effective at the beginning of the payroll period following completion of the specified service requirements. For purposes of this Article, employees shall be considered to have completed a *payroll period* by being compensated for fifty percent (50%) or more of the hours in the involved payroll period. Time off the payroll due to layoffs, suspension, or leave of absence without pay shall not be credited in determining annual leave accumulation or rates of accrual.

Section 10.05 – Maximum Accumulation and Pay Upon Separation

Employees may accumulate unused annual leave to a maximum of 1,040 hours. Employees who separate from employment or the bargaining unit, shall convert the balance of their accumulated annual leave as of their date of separation to a maximum of 1,040 hours, to their Health Care Savings Plan account.

Subd. 1. Annual Leave Conversion – Once in each payroll year, employees may convert accumulated annual leave hours to a contribution to the Employer’s deferred compensation plan. Conversions must not cause an employee’s balance to go below 160 hours at the time of the actual conversion. Requests for conversions must be submitted in writing. Contributions to deferred compensation made under this provision are subject to the rules and regulations of the deferred compensation plan.

Section 10.06 – Designated Holidays

Holidays designated in this Article which fall during a period of an employee’s annual leave shall not be counted as a day of annual leave.

Section 10.07 – Use of Annual Leave

Employees may utilize accumulated annual leave on the basis of request to and approved by the business unit manager or area manager or an authorized representative. Annual leave shall be charged as approved and used in amounts of not less than one-half (1/2) hour. Employees whose annual leave balance falls below zero at any time may be subject to progressive discipline beginning with coaching/counseling. For purposes of attendance expectations, applied discipline may be progressive, up to and including discharge. In the event an employee punches the time clock after their scheduled start time, with manager approval, they may use a fifteen (15) minute increment, limited to three (3) times per year, without discipline.

Subd. 1. Advance Notification and Approval Required – Request and approval must occur at least twenty-four (24) hours prior to the use of annual leave except in cases of emergency or unforeseen events, in which case employees shall notify the facility manager or an authorized representative of such absence no later than one (1) hour prior to the beginning of their normal work day except in the event of an emergency which would prohibit such notification. Employees failing to give proper notification to the facility manager or an authorized representative of an intended absence within the provisions of this Article shall waive any benefit provided by this Article and may be subject to discipline. The parties acknowledge that the above language shall be interpreted to recognize the right of the Employer to apply discipline when appropriate.

Subd. 2. Transfer of Annual Leave Benefits – Employees shall be permitted to transfer annual leave benefits (including supplemental sick leave) to other employees who have exhausted their own annual leave benefits during long-term illness or injury situations in accordance with the provisions of the Employer's published policy.

Section 10.08 – Conversion of Vacation and Sick Leave

Employees who transfer into a job classification covered by this Agreement after January 1, 1993, shall convert their unused vacation and sick leave in accordance with the following:

Subd. 1. Accumulated Annual Leave – As of the beginning of the first full payroll period of coverage under this Agreement, an employee's unused accumulated balance of sick leave, to a maximum of sixty-five (65) days, shall be converted to annual leave.

Section 10.09 – Records

Records shall be maintained by the Employer of each employee's rate of annual leave accrual, amount of annual leave accumulated, and the amount of annual leave used.

Section 10.10 – Workers’ Compensation: Use of Annual Leave

Subd. 1. Annual Leave Election – Employees injured in work-related accidents and who are eligible for workers’ compensation benefits shall be afforded the opportunity to voluntarily use accumulated annual leave. They may elect to use all or any part of this credit. Should an employee be unable to make this election, the employee’s spouse, or legal designee, shall be consulted and the spouse’s or legal designee’s decision will be accepted.

Subd. 2. Return of Workers’ Compensation Payments – Should the election be made to use all or part of the employee’s accumulated annual leave, to supplement the workers compensation payments, (up to the limits of the law) the employee shall remain in a payroll status until the expiration of such accumulated credit.

Subd. 3. Exhaustion of Benefits – When accumulated annual leave which an injured employee has elected to use has been exhausted, the employee shall receive only the workers’ compensation benefit until the employee returns to work or until disposition of the claim is finalized.

Subd. 4. Election Declined – Employees electing not to use accumulated annual leave shall receive only the workers’ compensation benefit payments.

Subd. 5. Reconsideration – Reconsideration of an injured employee’s election regarding the use or non-use of accumulated annual leave shall be permitted.

Subd. 6. Annual Leave Accrual – For any workers’ compensation check endorsed as payable to the Employer, the injured employee shall be credited with annual leave accrual to the next highest quarter day that results by dividing the amount of the benefit endorsed to the Employer by the injured employee’s current daily rate of pay. (For injuries which occur prior to the ratification of this Agreement, the injured employee shall be credited with annual leave accrual to the next highest one-quarter (1/4) day that results by dividing the amount of benefit payment endorsed to the Employer by the injured employee’s daily rate of pay on the date of injury).

Subd. 7. Physician’s Visits – Employees being treated for an on-the-job injury during normal work hours will be given up to two (2) hours paid leave on three (3) occasions for each injury. Employees will be required to provide verification of the doctor’s visits to the plant manager.

ARTICLE 11 – INCOME PROTECTION

Section 11.01 – Purpose

The income protection plan is designed to provide salary replacement for employees who are unable to work due to non-work related illness or injury. Provisions of the plan cover all regular employees. The income protection plan shall be administered on a rolling calendar year basis.

The plan provides two levels of income protection:

- Salary continuance between the 6th and 65th workday of non-work related illness or injury (annual leave or supplemental sick leave shall be used for the first five (5) workdays of an extended absence due to the employee’s non-work related illness or injury).
- Long-term disability insurance following the 65th workday of non-work related illness or injury. Benefits are administered in accordance with provisions of the Council’s contract with the long term disability insurance provider.

Section 11.02 – Salary Continuance

Subd. 1. Salary Continuance Schedule – Following the first five (5) consecutive workdays of an absence, salary continuance shall be in accordance with the following schedule:

Years of Continuous Council Employment	Workdays (Hours) at Full Salary	Workdays (Hours) at 60% Salary
0 through 5 years	25 (200 hrs)	35 (280 hrs)
6 through 10 years	50 (400 hrs)	10 (80 hrs)
11+ years	60 (480 hrs)	0

Subd. 2. Eligibility for Salary Continuance – Salary Continuation shall not be provided for any period of absence beginning prior to an employee’s successful completion of new hire probation. Salary continuance benefits continue only for the period prescribed by the medical provider and will not exceed the number of days in the salary continuance schedule.

Subd. 3. Request for Salary Continuance – A request for salary continuance must be in writing and be accompanied by a written medical statement verifying the non-work related illness or injury and indicating the expected duration of the absence. When an employee expects an absence due to illness or injury to extend beyond five (5) consecutive workdays, the employee may immediately request salary continuance under the income protection plan.

In situations where an employee is unable to submit a written request for salary continuance due to non-work related serious illness or injury, the Human Resources Department shall obtain a medical statement and shall request salary continuance on behalf of the employee. However, salary continuance benefits may be denied in the absence of appropriate medical documentation from a healthcare provider.

Subd. 4. Salary Continuance Benefits

- Salary continuance benefits shall be paid at the rate of pay the employee earned on the last workday before an absence for non-work related illness or injury. No change in pay rate 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 event may the total hours of salary continuance plus annual leave hours charged exceed the hours of the employee's appointment. For example, if the employee's appointment is thirty (30) hours per week, the combination of salary continuance benefits paid according to the schedule and use of accumulated annual leave may not equal more than the equivalent of thirty (30) hours worked per week.
- During salary continuance, annual leave accrual and paid holiday leave shall be based on the number of paid hours, including salary continuance.
- In the event that an employee receives Workers' Compensation benefits while on salary continuance, the employee shall reimburse the Council for salary continuance benefits received for the period of disability compensable under Workers' Compensation.
- All other insurance benefits (medical, dental, life, long-term disability) provided by the Council shall remain in force during periods of salary continuance. The Council will continue to make its employer benefit contributions during this time.

Subd. 5. Part Time Return to Work – An employee released to return to work on a pre-scheduled part-time basis following a non-work related illness or injury may be authorized to return based on the needs of the department. In this case the employee shall be paid regular salary for any time worked plus the balance of hours paid at the percentage of the salary continuance schedule. The period non-work related illness or injury together with such part-time salary continuance benefits shall not exceed 60 workdays or 480 hours (excluding the initial 5-day waiting period) in a rolling year.

Subd. 6. Recurrence of the Same Illness or Injury – An employee who suffers a recurrence of a non-work related illness or injury within 180 calendar days of his/her initial return to work from full time leave will become eligible for the remaining portion of benefit according to the salary continuance schedule, without serving a five (5) working day waiting period provided that the recurrence is due to the same cause or a related cause. Salary continuance may not be used on an intermittent or part-time basis except as provided in Subdivision 5.

Salary continuance benefits continue only for the period prescribed by the medical provider and will not exceed the number of days/hours in the salary continuance schedule in a rolling calendar year for the same illness or injury.

ARTICLE 12 – LEAVES OF ABSENCE

Section 12.01 – Leaves With Pay

Subd. 1. Military Leave – Regular employees and probationary status 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 one (1) calendar year. Leave will be granted upon the presentation of the military orders by the employee. During such leave, the employee shall be considered to be in a payroll status for the purpose of compensation, seniority, and benefits as established by this Agreement.

Subd. 2. Court Duty – Regular employees and probationary status 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 the period such service is required.

Subd. 3. Administrative Leave – Administrative leave with full or partial pay may be requested by regular employees for the purpose of attendance at professional meetings, or for other approved purposes. Such leave shall be subject to the approval of the General Manager.

Subd. 4. Bereavement Leave – Employees will be granted three (3) days of paid Bereavement Leave following the death of a “relative.” A “relative” includes the following relatives of the employee and relatives of the employee’s spouse: spouse, parent, stepparent, son, daughter, stepchild, brother, sister, son or daughter-in-law, brother or sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, or other persons in the employee’s household. Upon request and with approval of the Employer, an additional two (2) days without pay or through the use of Annual Leave may be granted off for any of the above.

Section 12.02 – Leaves Without Pay

Subd. 1. Military Leave of Absence – Regular employees and probationary status 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 serve and shall continue until the employee is relieved from active duty.

Subd. 2. Parental Leave – Regular employees shall be entitled to a parental leave of absence without pay in accordance with the provisions of Minnesota statutes.

Subd. 3. General/Administrative Leave – Regular employees may be allowed to be absent from duty without pay on the basis of individual application, subject to the approval of the General Manager or designee. All leaves of absence without pay shall be subject to the condition that such leave may be canceled upon fourteen (14) calendar days’ receipted notice to the employee.

Subd. 4. Union Business – Upon the request of the Union, unpaid leave shall be granted without discrimination or loss of seniority to up to two (2) employees at any given time who are designated by the Union to attend labor conventions/conferences, educational classes, or to serve in any capacity on other official Union business, provided that the granting of such time off does not adversely affect the operations of the Employer. Requests shall be made in writing by email directly to the supervisor or designee with at least one month’s notice given to the Employer. Requests for additional unpaid time will be reviewed on a case-by-case basis.

ARTICLE 13 – INSURANCE BENEFITS

Section 13.01 – Insurance Programs

The Employer shall maintain an insurance program consisting of Empower HRA and Distinctions III medical plans, a life insurance package, dental insurance package and a long-term disability insurance package for all regular and probationary employees. All plans shall consist of benefits and conditions as established by the contracts between the Employer and the selected providers. Eligibility for coverage shall begin on the employee’s date of hire. An election must be made within 30 days of the date of hire to qualify for enrollment, unless the employee has a family status event as allowed under federal law.

Section 13.02 – Medical Plan Premiums

The premium contribution rates described below are the result of the negotiations of the current collective bargaining agreement between the Parties, and are intended to reflect the agreement reached between the Parties. Required employee contributions shall be handled by automatic employee payroll deductions on a pre-tax basis. The premiums shown below for the Empower HRA do not include the annual HRA contribution to the VEBA trust which is \$1,375 for single and \$2,750 for family insurance. In no case will the employee contribution exceed 10% of the total single premium or 20% of the total family premium.

2024 Contributions for Full-Time Employees

2024 Plan	Distinctions III Single	Distinctions III Family	HRA Single	HRA Family
Employer Contributions	\$1,061.00	\$2,457.00	\$724.00	\$1611.00
Employee Contributions	\$103.00	\$446.00	\$38.00	\$294.00

Employee Contributions for Full-Time Employees – In any year in which the total premium for medical and/or dental premiums increase from the prior year, the employee contribution for that insurance plan shall be determined by increasing the percentage of the employee contribution of the total premium by 1% each year until the employee’s contribution reaches 10% of the total single premium and 20% of the total family premium for all medical and dental

insurance plans, except in 2018 and 2019 the employee contribution will increase .5% each year. The employee contribution shall be stated as a dollar amount and shall be rounded to the nearest whole dollar. In any year in which there is no increase, or there is a decrease, in the total premium over the prior year, the employee contribution, stated as a dollar amount, shall remain unchanged.

Section 13.03 – Life Insurance

The Employer shall pay 100% of the required monthly premium for \$50,000 term life insurance and \$50,000 accidental death and dismemberment insurance coverage as established by the insurance carrier. Employees shall have the option of individually purchasing additional life insurance for themselves and/or their eligible dependents on a fully contributory basis. Required employee contributions shall be handled by automatic employee payroll deductions.

Section 13.04 – Long Term Disability Insurance

The Employer shall pay 100% of the required monthly premium. The benefit will be 66.6% of the employee’s base monthly salary up to a maximum benefit amount of \$5,000 per month, after the 90th day of disability as established by the insurance carrier.

Section 13.05 – Dental Insurance

Required employee contributions shall be handled by automatic employee payroll deductions on a pre-tax basis.

2024 Employer and Employee Contributions for Full-Time Employees

2024 Plan	Single	Family
Employer Contributions	\$42.00	\$102.00
Employee Contributions	\$5.00	\$23.00

Employee Contributions for Full-Time Employees – In any year in which the total premium for medical and/or dental premiums increase from the prior year, the employee contribution for that insurance plan shall be determined by increasing the percentage of the employee contribution of the total premium by 1% each year until the employee’s contribution reaches 10% of the total single premium and 20% of the total family premium for all medical and dental insurance plans, except in 2018 and 2019 the employee contribution will increase .5% each year. The employee contribution shall be stated as a dollar amount and shall be rounded to the nearest whole dollar. In any year in which there is no increase, or there is a decrease, in the total premium over the prior year, the employee contribution, stated as a dollar amount, shall remain unchanged.

Section 13.06 – Health Care Savings Plan

Effective the beginning of the pay period that contains January 2, 2016, all employees shall contribute thirteen dollars (\$13.00) per pay period into their Health Care Savings Plan account.

Additionally, the Employer will contribute fifty cents (\$0.50) per pay period, into the employee's Health Care Savings Plan account, representing fifty percent (50%) of the Employer's FICA savings.

ARTICLE 14 – DISCIPLINARY PROCEDURES

Section 14.01 – Right to Discipline

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

Section 14.02 – Disciplinary Actions

Disciplinary actions by the Employer shall include only the following: oral reminder, written reminder, decision-making leave, crisis suspension, and discharge.

Section 14.03 – Appeals

Oral reminders, written reminders, decision-making leaves and/or discharges of employees may be appealed through the grievance procedure of this Agreement, provided that if no appeal is filed within ten (10) calendar days of occurrence, such right of appeal is waived.

ARTICLE 15 – SENIORITY

Section 15.01 – Seniority Defined

Seniority shall be system-wide in the bargaining unit and it shall be defined as the total length of continuous service with the Employer (*overall seniority*) and the total length of continuous service in a job classification covered by this Agreement (*job classification seniority*). Upon the completion of the apprenticeship program, if applicable, employees shall have their Journeyman Machinist-Mechanic job classification seniority date established as of the date the employee began the apprenticeship program.

Section 15.02 – Termination of Seniority

Seniority shall terminate upon the retirement, discharge, or resignation of an employee.

Section 15.03 – Accumulation of Seniority

Seniority shall not accumulate during periods of disciplinary suspension, unpaid leaves of absence (except those granted to employees who have been elected or appointed to a full-time position with the Union) or during layoff.

Section 15.04 – Seniority List

The Employer agrees to make up a seniority list of all employees covered by this Agreement, giving their seniority date in accordance with Section 15.01. This seniority list will be posted on all Union Bulletin Boards at each location within fifteen (15) days after the signing date of this Agreement. Employees shall check over this list and if any employee finds that an error has been made by their seniority date, they shall notify a shop steward within ten (10) days after the list has been posted. After the list has been corrected and approved by the Employer and the Shop Stewards/Business Representative, the list shall remain posted on the Union Bulletin Boards at each location. Thereafter, the seniority list shall be brought up-to-date every three (3) months, and the Union shall be furnished a copy of such revised list.

ARTICLE 16 – LAYOFF AND RECALL

Section 16.01 – Layoff

The Employer shall have the right to lay off employees as necessary to operate the facilities under its control. Such layoff will be for reasons outside the employer's control which do not reflect discredit on the service of the employee.

Section 16.02 – Temporary Layoff

In case of the necessity to temporarily lay off employees, the work force shall be reduced by employment status within affected job classification(s) based on job classification seniority in the following order:

- Temporary status;
- Regular employees in a probationary status; and
- Regular employees

Section 16.03 – Bumping Rights

Regular employees laid off shall have the right to *bump* employees in lower-paid job classifications, provided the employee has greater overall seniority. If an employee chooses to bump into a lower-paid job classification, the employee shall be paid at the hourly rate of that job classification. Nothing in this section shall be construed to permit or require the displacement of a bona fide apprentice by a non-apprentice employee; such bumping shall not be permitted.

Section 16.04 – Notice of Layoff

Regular employees and employees in a probationary status shall receive a fourteen (14) calendar day written notice prior to layoff.

Section 16.05 – Emergency Layoff

In the event of an emergency which prevents the operation of the maintenance department, the Employer may temporarily lay off the entire workforce, or any portion of the workforce, at the completion of a normal work day. Such layoffs shall be for no longer than the duration of the emergency.

Section 16.06 – Recall from Layoff

Employees laid off from employment shall be recalled in the reverse order in which they were laid off. When recalling employees, the Employer shall provide at least seven (7) calendar days' notice of re-employment. Employees on recall after a lay-off shall report within one (1) calendar week after the Employer has sent a certified letter (return receipt from addressee only) to the last known address of such employee. Employees will notify the Employer immediately of intent to return to work. If such letter is returned undelivered, or if employees do not report for work or give a satisfactory explanation for not reporting for work within one (1) week of receipt of such notice, they shall be considered by the Employer to have resigned, and their name shall be removed from the seniority list.

ARTICLE 17 – JURISDICTION

Except as may be notified by the express terms of this Agreement the Employer retains its basic right to assign work. Disputes which may occur over work assignments and/or with respect to

work jurisdiction are subject to review under the grievance and arbitration provisions of this Agreement. There shall be no work stoppage, slow down or other disruption of work as a result of such disputes.

ARTICLE 18 – GRIEVANCE PROCEDURE

Section 18.01 – Grievance Defined

For the purpose of this Article, the term *grievance* means an alleged violation, misapplication, or misinterpretation of the terms and conditions of this Agreement.

Section 18.02 – Stewards

The Employer shall recognize Stewards selected in accordance with Union rules and regulations as the grievance representatives of the bargaining unit.

Section 18.03 – Limitations

When it is necessary for aggrieved employees and/or their Union Stewards to attend meetings pursuant to the provisions of Section 18.04 of this Article, they shall be paid their regular straight-time rate of pay. In the event such meetings are conducted during an employee's off duty time, the overtime pay and call-back pay provisions of this Agreement shall not be applicable. Advance notice by the employee to the employee's manager shall be required in cases where such meetings are conducted during an employee's normal work hours. Employees shall be released to attend such meetings provided their attendance does not interrupt the Employer's operation.

Section 18.04 – Procedure

Grievances shall be resolved in conformance with the following procedure:

Step 1 – Upon the occurrence of an alleged violation of this Agreement, the employee involved shall attempt to resolve the matter on an informal basis with the employee's immediate manager or a designated representative. If the matter is not resolved to the employee's satisfaction by the informal discussion, it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged Section(s) of the Agreement violated, and the relief requested. Any alleged violations of the Agreement not reduced to writing by the Union within ten (10) calendar days of the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

Step 2 – Within ten (10) calendar days after receiving the written grievance the plant or facility manager or designee shall meet with the Union Steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the plant or facility manager or their designee shall reply in writing to the Union within ten (10) calendar days following this meeting stating the Employer’s position. The Union may refer the grievance in writing to Step 3 within ten (10) calendar days following receipt of the employer’s written answer. Any grievance not referred in writing by the Union within ten (10) calendar days following receipt of the Employer’s answer shall be considered waived.

Step 3 – Within ten (10) calendar days following receipt of a grievance referred from Step 2, the General Manager, or a designed representative, shall reply in writing to the Union stating the Employee’s answer concerning the grievance. If, as a result of the written response the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred in writing by the Union to Step 4 within ten (10) calendar days following receipt of the Employer’s answer shall be considered waived.

Step 4 – If the grievance remains unresolved, the Union may within ten (10) calendar days after the response of the Employer in Step 3, by written notice to the Employer, request arbitration of the grievance. The arbitration proceeding shall be conducted by an Arbitrator to be selected by mutual agreement of the Employer and the Union with ten (10) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator with such period, either party may request the Bureau of Mediation Services, State of Minnesota, to submit a panel of seven (7) arbitrators from which the Employer and the Union shall each strike three (3) names. The Union shall strike the first name and the Employer shall then strike one (1) name. The process shall be repeated twice and the person whose name remains shall be the Arbitrator.

Section 18.05 – Arbitrator’s Authority

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 in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall be without power to make decisions contrary to, 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 the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the Arbitrator’s interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the Arbitrator shall be final and binding on the Employer, the Union, and the employees.

Section 18.06 – Arbitrator’s Fees and Expenses

The fees and expenses for the Arbitrator’s services and proceedings shall be borne equally by the Employer and the Union, provided 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 that it pays for the record.

Section 18.07 – Time Limits

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

ARTICLE 19 – SUBCONTRACTING

During the term of this Agreement, the Employer shall not unilaterally subcontract, reassign or transfer work performed by bargaining unit employees if the effect of such actions is to cause the termination of employment or layoff of the regular bargaining unit employees then employed.

ARTICLE 20 – RETIREMENT

Section 20.01 – Pension Contributions

- A. The Employer shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour or portion thereof for which employees in all job classifications covered by the Agreement are entitled to receive pay under the Agreement as follows:
- One dollar and fifteen cents (\$1.15) total per hour, effective on the pay period of January 1st, 2024.
 - One dollar and fifteen cents (\$1.15) total per hour, effective with the pay period including January 1st, 2025.
 - One dollar and fifteen cents (\$1.15) total per hour, effective with the pay period including January 1st, 2026

If the employee is paid only for a portion of an hour, contributions will be made by the Employer for the full hour.

- B. The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations or paid holidays. The Employer shall also make contributions whenever an employee receives severance pay, vacation pay at termination, or vacation pay in lieu of time off.
- C. Contributions for a new, probationary, and full-time employees are payable from the first day of employment.
- D. The I.A.M. Lodge and Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees for the I.A.M. National Pension

Fund in establishing and administering the foregoing Plan Pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

- E. The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of the pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.
- F. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in the Agreement shall be void. No oral or written modification of the Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decisions with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.
- G. The contribution shall be made in accordance with the current provisions of the I.A.M. Pension Plan and be effective through the term of this contract.

Section 20.02 – Continued Participation in Hospital-Medical Insurance Plans

The Employer shall continue to make available the option to participate in the health plans established by this Agreement for regular employees who retire, subject to the following conditions:

Subd. 1. Eligibility Requirements – Eligibility for an Employer contribution toward the cost of retiree health benefits in this subdivision will be limited to those eligible bargaining unit members of record on December 18, 1997, and/or employees who transfer to a position within this bargaining unit who were or would have been eligible for such retirement benefits in their previous position with the Employer under the provisions of another applicable collective bargaining agreement or policy. No employee hired after December 18, 1997, shall be eligible for the retirement benefits outlined in this Article.

The retiree medical benefit is not available in cases of discharge.

The eligible employees must meet the following conditions to receive the *maximum* Employer contribution toward the cost of retiree health benefits:

- i. Employees who voluntarily separate at age sixty-five (65) or older and who have at least ten (10) years of continuous employment; or
- ii. Employees who voluntarily separate prior to age sixty-five (65) but are at least age fifty-five (55) and who have at least twenty (20) years of continuous employment; or

- iii. Employees who voluntarily separate prior to age 65 are eligible for an immediate MSRS annuity and have at least twenty (20) years of continuous employment are eligible to participate in the retiree medical program.

The eligible employees must meet the following conditions to receive *seventy percent (70%) of the maximum* Employer contribution toward the cost of retiree health benefits:

- iv. Employees who voluntarily separate, are at least fifty-five (55) and who have fifteen (15) years of continuous employment.
- v. Employees who voluntarily separate, are eligible for an MSRS disability pension and who have fifteen (15) years of continuous employment.

Subd. 2. Administration – The Employer shall contribute up to the following amounts toward retiree health insurance for eligible employees as described in Subd. 1 above.

Maximum Benefit (eligibility requirements: i. – iii.)

Metropolitan Council will contribute 100% of the full premium for single coverage. For family coverage, Metropolitan Council will contribute the same ratio of the full premium as active employees enrolled in family coverage, not to exceed the active family employer contribution.

70% of maximum contribution (eligibility requirements: iv. – v.)

Metropolitan Council will contribute 70% of the maximum contribution indicated above.

Subd. 3. Voluntary Participation of Ineligible Retirees – Employees who retire and who do not meet the conditions of Subd.1 of this Section, shall have the option of continuing to participate in the Employer’s health plans at their own expense in accordance with Minnesota Statute 471.61, Subd. 2b.

Subd. 4. Benefit Limited to the Term of the Agreement – The Employer is only bound to provide the contributions toward the retiree insurance plans set forth in this Section during the duration of this Agreement pursuant to Minnesota Statute 179A.20.

Section 20.03 – Earned Annual Leave

Upon separation from employment or the bargaining unit, employees shall convert the balance of their accumulated annual leave to their Health Care Savings Plan account to a maximum of one thousand forty (1,040) hours, or the applicable grand-parented amount for those employees who, as of November 26, 1997, had a higher balance.

Section 20.04 – Retirement Celebration

If an employee retires with at least 20 years of service and gives the Employer at least thirty (30) days’ notice before the date of retirement, the Employer will provide food and refreshments for an on-site retirement reception, and time allowed during the normal lunch period for presentation of award and recognition service (not to exceed \$100.00).

ARTICLE 21 – NON-DISCRIMINATION

The terms and conditions of this Agreement will be applied to employees equally without regard to, or discrimination toward or against, any individual because of race, color, creed, sex, age, religion, national origin, sexual orientation or identity, marital status, status with regard to public assistance, membership or activity in a local commission, disability, veteran status or because of membership or non-membership in the Union. Employees will perform their duties and responsibilities in a non-discriminatory manner and will not discriminate against other employees or members of the general public. The Union will work with the Employer in applying the provisions of this Article.

ARTICLE 22 – TEMPORARY EMPLOYEES

Employees hired in a *temporary* employment status shall be employed for a period not to exceed six (6) months. Temporary employees shall be compensated at the hourly wage rate of their job classification only and shall earn no other term or condition of employment provided for by this Agreement. Temporary employees may be terminated or laid off at the discretion of the Employer.

ARTICLE 23 – ADA/REASONABLE ACCOMMODATION

Section 23.01 – Purpose

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

Section 23.02 – Process

Upon request, an employee seeking an accommodation shall be entitled to Union representation. The Employer shall review the employee's request for reasonable accommodations which may include, but is not limited to: equipment purchase or modification, structural modifications, job restructuring, scheduling modification or job reassignment. The Employer agrees to meet and confer with the Union when such accommodations would result in a conflict with other Unions' provisions for the purpose of discussing a waiver or modification of said provision. Any provision waiver must be agreed to by both the Employer and the Union.

Section 23.03 – Confidentiality

The Union and the Employer recognize the importance of maintaining the confidentiality of medical information acquired through the reasonable accommodation process. The Employer shall require a signed release of accommodation from the Employee requesting an accommodation before the Union can participate in the accommodation process.

ARTICLE 24 – TOOLS

The Employer shall furnish all necessary tools and equipment. Employees will be held responsible for tools and equipment issued to them, provided the Employer furnishes appropriate

lockers, gang boxes, or other safe places for storage. Removal of tools from the worksite will subject the employee to disciplinary action.

ARTICLE 25 – TRANSIT PASS

Bargaining unit employees shall be entitled to free passage on all regular route buses and trains 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.

ARTICLE 26 – TERMS OF AGREEMENT

Section 26.01 – Supplement to Statutes

This Agreement serves as a supplement to the legislation [*Minnesota Statutes* (1974), Chapter 473] creating and directing the Employer. If any part of this Agreement is in conflict with the enabling statute, the statute shall prevail. The parties, on written notice, agree to negotiate that part in conflict so that it conforms to the statute.

Section 26.02 – 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 and approved in the same manner as this Agreement.

Section 26.03 – Savings Clause

This Agreement is entered into with the belief that it does not violate or is not contrary to any existing State or Federal statute. In the event any provision(s) 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 provision shall be voided. All other provisions shall continue in full force and effect. The parties shall, upon written notice from one to the other, enter into negotiations to place the voided provision(s) of the Agreement in compliance with the statute.

Section 26.04 – Complete Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully set forth in this Agreement.

Section 26.05 – Duration

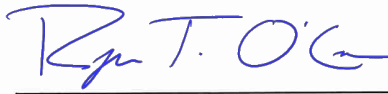
This Agreement shall take effect on January 1, 2024, and shall remain in effect through December 31, 2026, and shall continue in effect from year to year thereafter from January through December of each year unless either party hereto notifies the other in writing at least sixty (60) calendar days prior to the termination date specified above of its desire to change or terminate the Agreement. Until a satisfactory conclusion is reached concerning such changes, the original provisions of this Agreement shall remain in full force and effect.

Section 26.06 – No Strike/No Lockout


In consideration of the hours, wages, and conditions of employment established by this Agreement and the recognition that the Grievance Procedure herein established is the means by which grievances concerning its interpretation or application may be peacefully resolved, the parties hereby pledge that during its term the Union and the employees will not engage in, instigate or condone any strike, work stoppage, or any concerted refusal to perform work duties on the part of any employee covered by this Agreement and the Employer will not engage in, instigate, or condone any lockout of the employees covered by this Agreement.

AGREED AND ATTESTED TO by the signature of the following representatives for the Employer and the Union as the full and complete agreement of the parties for the duration specified:


FOR THE EMPLOYER:

 10/21/2024

Ryan O'Connor Date
Regional Administrator
Metropolitan Council


 10/18/2024
Cassandra Tabor (Oct 18, 2024 13:34 CDT)

Cassandra Tabor Date
Chief Human Resource Officer
Metropolitan Council

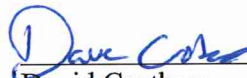
 10/18/2024

Alexis Baker Date
Chief Negotiator
Metropolitan Council

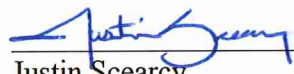
FOR THE UNION:

 10-17-24

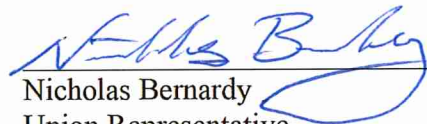
Andrew Peltier Date
Directing Business Representative

 10-17-24

David Crothers Date
Union Representative

 10-17-24

Justin Searcy Date
Union Representative

 10-17-24

Nicholas Bernardy Date
Union Representative

APPENDIX A

Position Title		2024 GIN	*2024 Perf	2025 GIN	*2025 Perf	2026 GIN	*2026 Perf
Machinist Mechanic		\$ 42.50	\$ 43.57	\$ 45.53	\$ 46.67	\$ 48.07	\$ 49.27
Vehicle Mechanic		\$ 42.50	\$ 43.57	\$ 45.53	\$ 46.67	\$ 48.07	\$ 49.27
Lead Machinist Mechanic		\$ 44.50	\$ 45.57	\$ 47.53	\$ 48.67	\$ 50.07	\$ 51.27
Lead Vehicle Mechanic		\$ 44.50	\$ 45.57	\$ 47.53	\$ 48.67	\$ 50.07	\$ 51.27
General Lead Mach Mech		\$ 45.50	\$ 46.57	\$ 48.53	\$ 49.67	\$ 51.07	\$ 52.27
Apprentice							
1st 2000 Hours = 75%	75%		\$ 32.68		\$ 35.00		\$ 36.95
2nd 2000 Hours = 85%	85%		\$ 37.03		\$ 39.67		\$ 41.88
3rd 2000 Hours = 90%	90%		\$ 39.21		\$ 42.00		\$ 44.34
4th 2000 Hours = 95%	95%		\$ 41.39		\$ 44.34		\$ 46.81

Increases, when negotiated, shall be effective the beginning of a pay period which contains January 1 (or whatever the effective dates of increase) of each year of the Agreement.

A Lead Journeyman Machinist shall earn \$2.00 per hour more than a Journeyman Machinist. A General Lead Journeyman Machinist shall earn \$1.00 per hour more than a Lead Journeyman Machinist throughout the term of this Agreement.

***Performance Pay**

Effective on the first day of the pay period that contains January 1 of each year of the agreement, employees will be eligible for a performance increase. To receive a performance increase, the employee must have received a performance rating of “achieves expectations” or better on their previous year’s performance appraisal. The increase amount will be equal to two and one-half percent (2.5%) of the employee’s annual salary. The performance increase shall be applied to the employee’s base salary.

For 2024, a 2.5% will be implemented to all employees as if they had received a performance rating of “achieves expectations” or better on their previous year’s performance appraisal.

METROPOLITAN COUNCIL

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, District Lodge No. 77,
A.F.L. - C.I.O.**

LETTER OF AGREEMENT

The Metropolitan Council Environmental Services (hereinafter, the *Employer*) and the International Association of Machinists and Aerospace Workers, District Lodge No. 77, AFL-CIO (the *Union*) are parties to a Labor Agreement (the *Agreement*) which became effective on January 1, 2024. In the collective bargaining which produced this Agreement, the parties also reached certain other agreements and understandings which they desire to confirm herein.

The parties have agreed as follows:

LABOR MANAGEMENT COMMITTEE

The Employer and the Union shall continue to meet as a joint Labor-Management committee for the continuing purpose of meeting and discussing matters of mutual concern.

TECHNOLOGICAL CHANGES

Prior to making major technological changes, which would negatively affect employees covered by this Agreement, the parties will meet to discuss the impact of major technological changes on job security, and training requirements. The parties acknowledge that many of these discussions are already under way in various project advisory committees, which are currently doing detailed analysis in several areas where major technological change is anticipated. The parties mutually acknowledge our commitment to this collaborative process and will continue to encourage participation.

ADVISORY MEDIATION

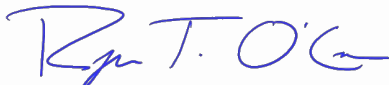
The parties agree to utilize an optional advisory mediation step prior to Step 4 of the grievance procedure. The Employer and the Union will split the costs on a 50% - 50% basis.

STATE INDENTURED JOURNEYPERSON LICENSE


The parties agree to meet and confer with the Union to discuss the State of Minnesota journeyerson qualification.

NOW, THEREFORE, the parties have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below.


FOR THE EMPLOYER:

 10/21/2024

Ryan O'Connor Date
Regional Administrator
Metropolitan Council


 10/18/2024
Cassandra Tabor (Oct 18, 2024 13:34 CDT)

Cassandra Tabor Date
Chief Human Resource Officer
Metropolitan Council

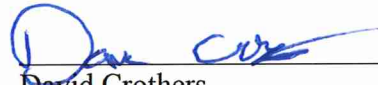
 10/18/2024

Alexis Baker Date
Chief Negotiator
Metropolitan Council

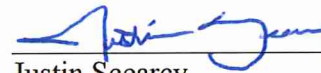
FOR THE UNION:

 10-17-24

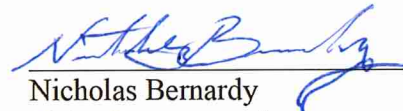
Andrew Peltier Date
Directing Business Representative

 10-17-24

David Crothers Date
Union Representative

 10-17-24

Justin Scearcy Date
Union Representative

 10-17-24

Nicholas Bernardy Date
Union Representative