

Agreement Between
Amalgamated Transit Union Local 1005
Minneapolis and St. Paul

and

Metropolitan Council
Metro Transit division

Relating to Wages,
Hours and Working Conditions

Effective August 1, 2023 to July 31, 2026 Inclusive

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This document is intended to be an accurate copy of the original agreements referred to herein. To the best of our ability we believe it to be accurate. We do not believe there is any conflict between this document and the original signed documents but in the event of conflict the original is, of course, controlling.

MEMORANDUM OF AGREEMENT

The Metropolitan Council/Metro Transit, its successors and assigns, party of the first part, hereinafter called Metro Transit and the Amalgamated Transit Union, Local 1005, party of the second part, hereinafter called “ATU” in accordance with the collective bargaining agreement effective August 1, 2023, do hereby agree that the following terms and conditions shall apply.

**ARTICLE 1
GENERAL PROVISIONS**

PURPOSE

Section 1. The purpose of this Agreement is to provide the best and most satisfactory service to the public and the best possible working conditions for Metro Transit employees, having due regard to the economic operation of Metro Transit and its equipment.

NONDISCRIMINATION

Section 2. Metro Transit and the ATU agree that they shall not discriminate against any individual with respect to hiring, promotion, discharge, compensation and other terms, conditions and privileges of employment, nor unlawfully deprive any individual of employment opportunities because of such individual's race, color, religion, sex, sexual orientation, national origin, age or disability. Accordingly, Metro Transit employees shall perform their duties and responsibilities in a non-discriminatory manner, consistent with this Article and the law. It is understood that nothing in this agreement prohibits an employee from the lawful and timely pursuit of any remedy allowed by law.

GENDER TERMS

Section 3. Throughout this Agreement, the use of the gender pronouns and terms shall be construed to include both male and female.

ARTICLE 2

DURATION

This Agreement shall be in effect from August 1, 2023 to and including July 31, 2026 and from year to year thereafter unless changed, revised or amended as herein provided. If on July 31, 2026, or at the expiration of any year thereafter, either party desires to change, revise or amend this Agreement, such party shall notify the other by registered mail, or certified mail, not less than sixty (60) days nor more than one hundred eighty (180) days, prior to July 31, of such year; whereupon the parties hereto shall meet within five (5) days after receipt of such notice and endeavor to reach an agreement. In the event that any change, revision or amendment so requested by either party is not mutually agreed upon prior to the expiration date of this Agreement, or any renewal thereof, the Agreement shall terminate at such expiration date unless the same shall be extended by mutual consent. Upon the expiration or termination of this Agreement because of failure to reach an agreement upon any change, revision or amendment requested by either party, the ATU may sanction or authorize a strike or work stoppage, for the purpose of resolving the dispute. In lieu thereof or, in the event the right of a concerted refusal to work is not legally available to the employees covered by this Agreement, the ATU may submit the dispute to final and binding arbitration in accordance with the procedure set forth in Article 13, hereof.

ARTICLE 3

RECOGNITION AND MAINTENANCE OF MEMBERSHIP

Section 1. Metro Transit agrees not to discriminate against any employee who is now or may hereafter become a member of the ATU.

Section 2. Metro Transit recognizes the ATU as the sole collective bargaining representative of all of its employees covered by this Agreement and agrees to meet and treat with the duly accredited representatives of the ATU on all questions and grievances that may arise during the life of this Agreement affecting such employees.

Any employee who was represented by the ATU and who was promoted to a position outside the scope of the Agreement shall not continue to accumulate seniority in the department from which said employee was promoted after May 1, 1978. Any employee who is represented by the ATU and who, after May 1, 1978, is promoted to a position outside the scope of this Agreement, shall cease to accumulate seniority in the department from which said employee was promoted on the date of the promotion. If said employee should no longer qualify for such position, or if such position is abolished, or if the number of employees in such position is reduced, or if the employee is demoted, the employee shall be transferred back to the former classification with accumulated seniority in that department, unless dismissed from the service of Metro Transit for a cause which would have justified dismissal from the employee's former classification. Disputes arising out of the application of this paragraph shall be handled through the grievance machinery as provided herein and shall be limited to the question of such employee's rights as specified in this Agreement with respect to former classification only, it being understood that such an employee's claim of rights to a position outside the scope of this Agreement as such are not covered by the grievance machinery in this Agreement. The right of Metro Transit to determine that an employee is no longer qualified to hold a position outside the scope of this Agreement shall not be deemed to affect in any way the promotion rights of the employees to promotion as provided elsewhere in this Agreement.

Section 3. Except as provided herein, no bargaining unit work shall be done by employees who are not members of the ATU. It is understood that training of students and other training procedures will not be deemed bargaining unit work. All training of Operators will be deemed bargaining unit work unless mutually agreed to in writing.

Agreed upon Past Practice: The following is a list of training performed in the Transportation Department by non-ATU members which the ATU Local 1005 and Metro Transit have identified as the current past practice between the parties. This is not intended to be an all-inclusive list.

- Right to Know Training
- Diversity
- Random Drug Testing

Section 4. Employees required to report to the Metro Transit Doctor for a DOT recertification physical, a "fitness for duty" physical, or "return to work" physical required by the Employer will be paid two (2) hours pay at the employee's prevailing wage. This provision does not apply to physicals associated with a workers' compensation injury.

Section 5. Employees required to report to management for any reason when off duty will be paid a minimum of five (5) minutes or the actual time involved at their respective overtime rate of pay. If such time would otherwise qualify for overtime rates under the terms of this labor

agreement because it exceeds daily or weekly straight time minimums, the Employer shall pay the contracted premium for overtime.

Section 6. In all groups, sections, or departments where there is a prescribed lunch period, Metro Transit may decide to allow, not subject to grievance or protest, the combination of two approved paid break times and clean-up times, if applicable, to create one paid mid-shift break from work.

If Metro Transit allows the creation of a group, section or department mid-shift break and, subsequently desires to cancel or modify the practice, Metro Transit will meet and confer with the ATU, as described in Article 11, prior to the change.

Section 7. Metro Transit shall provide each month to the ATU an updated electronic bargaining unit list of employees including name, address, employee ID number, work location, classification, rate of pay, and date of hire.

ARTICLE 4 MANAGEMENT PREROGATIVES

The ATU recognizes that all matters pertaining to the conduct and operation of the business are vested in Metro Transit and agrees that the following matters specifically mentioned are a function of the management of the business, including, without intent to exclude things of a similar nature not specified, the type and amount of equipment, machinery and other facilities to be used; the number of employees required on any work in any department; the routes and schedules of its buses; the standard of ability, performance and physical fitness of its employees and rules and regulations requisite to safety. Metro Transit shall not be required to submit such matters to the Board of Arbitration provided by Article 13.

As to the standard of ability, performance and physical fitness of its employees above mentioned Metro Transit agrees to submit to the Board of Arbitration only the claim by the ATU of discrimination against employees in the same group in the application of these standards.

It is understood and agreed, however, that in all such matters Metro Transit will consider, insofar as practicable, the convenience and comfort of its employees.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 1. Metro Transit reserves to itself, and this Agreement shall not be construed as in any way interfering with or limiting, its right to discipline its employees, but Metro Transit agrees that such discipline shall be just and merited.

Section 2. No employee shall be suspended without pay or discharged until the employee's immediate superiors have made a full investigation of the charges against that employee and shall have obtained the approval of the applicable department head. No discipline, excepting discharge without reinstatement, shall be administered to any employee that shall permanently impair the employee's seniority rights. When contemplating disciplinary action, Metro Transit shall not give consideration to adverse entries on an employee's disciplinary record involving

incidents occurring more than thirty-six (36) months prior to the date of the incident which gives rise to the contemplated discipline. Prior to a suspension of more than two (2) days, the ATU must be notified. If a case of discipline involves suspension or discharge of an employee, and such employee is not found sufficiently at fault to warrant such suspension or discharge, the employee shall then be restored to their former place in the service of Metro Transit with continuous seniority rights and shall be paid for lost time at the regular rate of pay.

Section 3. Any dispute or controversy, between Metro Transit and an employee covered by this Agreement, or between Metro Transit and the ATU, regarding the application, interpretation or enforcement of any of the provisions of this Agreement, shall constitute a grievance.

Section 4. A grievance as defined herein may be presented for settlement by the ATU. The ATU must begin acting for such member within seven (7) days after the ATU or its members have knowledge of the facts giving rise to said grievance, in the following manner:

1st Step. If the ATU wishes to initiate a grievance, it shall be reduced to writing, setting forth the nature of the grievance, the section(s) of the Agreement allegedly violated, and the relief requested, and filed with the appropriate Metro Transit representative.

Within seven (7) days after receiving the written grievance, the Metro Transit representative and union representative shall arrange a meeting and attempt to resolve the grievance. First step grievances will be held at the employee's current work location. The Metro Transit representative hearing the grievance shall provide a written response within five (5) days of the meeting. If no mutually satisfactory adjustment can be reached, then the union may appeal the grievance in writing to the General Manager of Metro Transit or their appointee indicating their intent to proceed with the grievance process, within seven (7) days after the written response is given.

2nd Step. Within ten (10) days following the receipt of the written grievance appealing the first step response, the ATU will contact the General Manager of Metro Transit or their appointee to arrange a meeting in an attempt to resolve the grievance. Within ten (10) days of the second step meeting, or within such additional time as may be mutually agreed upon a written answer concerning the grievance will be provided.

If no resolution is reached, the dispute may be submitted to arbitration in accordance with Article 13 hereof, at the written request of either party to the Agreement. The ATU shall first notify Metro Transit in writing of its intention to recommend to its membership, at the next regular meeting or at any special meeting it may wish to call for that purpose, that arbitration be requested, and provided further that it shall advise Metro Transit in writing of the decision by the membership within five (5) business days after the conclusion of such meeting.

Either party may request, within seven (7) days of the second step response to pursue mediation, if mutually agreeable.

Failure to comply with procedures and time limits above outlined shall be deemed an abandonment or settlement of the grievance and shall terminate the matter. Saturdays, Sundays and Holidays shall be excluded in calculating the time limits herein specified.

Section 5. When an employee's grievance is sustained in whole, all negative narratives related to the incident, shall be removed from all records.

ARTICLE 6

SENIORITY - AS APPLIED TO LAY-OFF, HIRING & TRANSFERRING

Section 1. In all cases where employees' services are discontinued to reduce the force required for any work at any garage or in any department, the employees' services shall be discontinued according to the seniority provisions concerning layoff contained in other sections of this Agreement, and in the absence of such specific provisions according to the seniority in that work in the group or section being reduced.

Section 2. Where additional employees are hired to increase the force required for work in any group or section of any garage or department, they shall be hired from among former employees who have been laid off in connection with reduction of forces, as provided above, in accordance with their seniority in their particular group or section.

Metro Transit agrees to furnish the ATU before March 1st of each year with a copy of the seniority list as of February 1st and will also furnish the ATU on September 1st with a copy of the seniority list as of August 1st. Upon the implementation of the Human Resource Information System, Metro Transit agrees to furnish the ATU with a copy of the seniority list on a quarterly basis.

Metro Transit agrees to keep posted in an accessible place in each department, on or before March 1st of each year (on a quarterly basis after implementation of HRIS), an up-to-date seniority list, giving the name and seniority standing of all employees in the particular seniority group where the list is posted.

Section 3. When reducing the number of its employees by layoffs, Metro Transit shall give the employees to be laid off and the ATU five (5) days' notice in advance of the scheduled layoff. When so reducing the number of its employees, Metro Transit may offer any work available in other departments for which Metro Transit will pay the then going wage for any position offered. Any employee so transferred will be given the first opportunity to take back their former position when it is refilled. Positions will not be considered as vacant and open to other employees if such vacancy occurred by a layoff as provided above.

Full-time employees who are laid off with three (3) or more years seniority may use their company seniority to exercise bumping rights in one other department if they are qualified. The department seniority within the new department will begin the first day assigned to the new department. If the employee worked in the department previously, they will be placed in their former seniority.

In the event of reductions in force or other conditions that result in a surplus of Train Operators, the following process shall apply:

Train Operators will be displaced in reverse seniority (returned to Bus according to lowest Rail seniority). Upon an opening in light rail, they shall have recall rights, in rail seniority order, ahead of other bus operators.

Section 4. Employees furloughed on account of reduction in force will be allowed to work elsewhere and retain their seniority.

They must maintain on record with Metro Transit their correct mailing address and phone number.

Employees will be called back to service in their seniority order according to the following procedure.

Metro Transit will advise each employee to be recalled by registered or certified United States mail, return receipt requested.

A copy of such recall notice will be furnished to the ATU.

An employee receiving notice of recall will acknowledge receipt of same by phone call, and will report within five (5) days of notice, barring circumstances beyond that employee's control.

Furloughed employees failing to comply with these regulations will forfeit seniority rights and be considered as no longer employees of Metro Transit.

Section 5. The ATU recognizes the necessity for immediate hiring of employees for work in emergencies. Metro Transit agrees that it will employ for emergency work former employees who have been laid off on account of reductions in the force, provided such former employees at the time laid off filed an application for emergency employment, specifying the type of emergency work they will accept and provided they are immediately available upon telephone call. It is mutually agreed that such former employees who do not accept emergency work will not forfeit their department seniority.

Section 6. Employees in all departments (except Bus and Train Operators) who have completed fewer than six months from the date of hire, including the student period, shall be regarded as probationary employees and are not covered under the terms of this Agreement, except as to wages and working conditions. The probationary period shall be extended by the timeframe equal to those scheduled workdays missed. Maintenance employees (except clerical) that are in their probationary period will not be able to bid/transfer unless their evaluations average good or better.

Bus and Train Operators, who have completed less than six (6) months from their turn in date, shall be regarded as probationary employees and are not covered under the terms of this Agreement, except as to wages and working conditions. The probationary period will be

extended by the timeframe equal to those scheduled workdays missed. Operators will receive applicable holiday allowance pay six (6) months from date of hire, or they may elect to credit their floating holiday bank with the applicable holiday pay.

It is reserved to Metro Transit during the period of probation and the period of temporary employment above referred to in this Section 6, the right to terminate at any time with or without cause the employment of such probationary employee and such temporary employee.

Section 7. It is agreed that Metro Transit will each month furnish the ATU with names and numbers of employees newly hired, transferred and those whose services are discontinued, and rehired former employees, within the scope of the Agreement, giving effective dates in each case.

Section 8. In the event Metro Transit has openings in positions covered under the scope of this Agreement, Metro Transit union employees who have applied for and are qualified for the open positions will be given first opportunity for the open positions. If more than one employee applies for and is qualified for the open position, the employee with the most company seniority will be selected first.

An employee transferring to another department will retain company seniority. The departmental seniority within the new department will begin the first day assigned to the new department.

An employee transferring to another department will be removed from the seniority list of the department transferred from and forfeits all seniority accumulated in that department.

An employee transferring shall not continue to accumulate seniority in the old department. If said employee should not qualify within the six (6) month evaluation period and/or be medically disqualified from their current position, the employee shall be transferred back to the former classification with accumulated seniority in that department.

When an employee accepts a full-time position, the employee will not be permitted to apply for another full-time position outside the department until the employee has completed the probation period or the six-month evaluation period in the department.

Part-time operators and full-time operators are considered to be separate seniority lists.

When an employee accepts a new position which has a higher rate of pay, but is held at their current position, the employee shall start receiving the higher rate of pay after two weeks.

Special consideration at the company's discretion for awarding jobs may be given to employees with temporary or permanent medical disability which precludes the employee from performing the duties of the positions within the employee's regular department.

Operators who have been medically disqualified due to a DOT disqualifying condition, will remain eligible to return to their former classification with accumulated seniority in that

department provided they are able to obtain a valid DOT card. Work locations will be determined by employee.

Section 9. There shall be an agreed upon development opportunities program between Metro Transit and the ATU that shall provide ATU members with career advancement opportunities.

Metro Transit may make employee development opportunities available to bargaining unit employees. Employees who have reached two (2) years of service may volunteer to train for development opportunities in management when positions are available. Employee selection for these opportunities shall be based upon the employee's qualification, work record and attendance. Ability and merit being equal, seniority shall prevail in determining the employee to be selected. In addition to their hourly rate, employees who serve in this capacity shall be paid a premium of five percent (5%) of their hourly rate for all time worked in the position.

While serving in this capacity, employees shall be available for overtime only as a management trainee.

ARTICLE 7

UNION OFFICERS - LEAVE

Metro Transit agrees that any employees who are officers of the ATU, affiliated labor organizations or members of any committee thereof shall be granted the necessary leaves of absence to permit the performance of their duties. An employee who is granted a leave of absence to hold a union office above the local level shall not be entitled to pension or group insurance benefits. Such employees shall upon retirement from such ATU offices, affiliated labor organizations or committees be placed in their former positions with all rights restored.

An employee who returns to work after serving as a full-time officer of the ATU or affiliated labor organizations shall be entitled to the employee's regularly earned vacation upon completion of one year's service. Time worked in the portion of the year in which the employee became an officer of the ATU or affiliated labor organization shall be credited toward the completion of this year.

ARTICLE 8

NO STRIKE OR LOCKOUT

The ATU will not sanction or authorize any strike or work stoppage or slowdowns during the period of this Agreement or of any continuation or renewal thereof, unless Metro Transit has committed a breach of this Agreement and refuses promptly to submit the matter to the Board of Arbitration in accordance with Article 13 hereof, if the matter is not settled by agreement, or Metro Transit refuses promptly to comply with a decision of the Board of Arbitration. A strike or work stoppage or slowdowns by any employees or members of the ATU which has not been authorized, sanctioned, instigated, or ratified by the ATU shall not be deemed a breach of this Agreement, and shall impose no liability upon the ATU, provided that the ATU, shall and hereby agrees promptly to exert every effort to bring about an immediate termination of such unauthorized activity, including notification to the employees or members to desist from such activity, and provided further that operating in accordance with Metro Transit rules shall not be

considered a slowdown. Metro Transit, for its part, shall not authorize, sanction, or engage in the lockout of employees covered by this Agreement.

ARTICLE 9 CHECK-OFF

Metro Transit agrees to maintain for the ATU, in any of its departments, or other places on Metro Transit's property where employees gather, suitable bulletin boards for their exclusive use. Metro Transit gives to the ATU the right, in an orderly and proper manner, to collect dues from bargaining unit employees.

Section 2. Metro Transit agrees to implement all the terms of dues check-off authorizations submitted to Metro Transit by ATU and agreed to by the employee. Metro Transit shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted and all other provisions agreed to by the employee as stated in the authorization.

Section 3. Metro Transit shall check off and remit to the Financial Secretary of the ATU monthly all dues, initiation fees and assessments from the pay of each employee who has furnished Metro Transit a dues authorization. Metro Transit agrees to remit to the ATU the monthly dues and assessments by the fifth workday after the date of the payroll when dues are deducted. The ATU agrees to furnish Metro Transit by four days prior to the closing date of payroll period affected by such ATU deduction lists, duplicate lists of all amounts to be deducted the last pay day of the month. Each such list shall be certified by a duly authorized official of the ATU: (1) that the amounts to be deducted are owing the ATU by each of the individuals named in such lists, and (2) that each individual has voluntarily signed a voluntary authorization card which is still in full force and effect.

Section 4. Metro Transit will provide members of the bargaining unit the right to check off for C.O.P.E. (Committee on Political Education) when signed authorization has been provided to Metro Transit.

Section 5. ATU shall be allowed to meet with each newly hired bargaining unit employee for up to an hour during the employee's first thirty (30) days of employment.

ARTICLE 10 MUTUAL COOPERATION

Section 1. The ATU agrees that each of the employees now or hereafter represented by it shall render faithful service in their positions and shall to the best of their ability, observe the operating rules of Metro Transit and cooperate with the management in the efficient operation of the system and in fostering cordial relations between Metro Transit and the public.

Section 2. The ATU agrees to require all of its members to comply with the provisions of this Agreement, and Metro Transit agrees to cooperate with the ATU in its efforts to enforce compliance by its members with the provisions of this Agreement.

Section 3. No employee shall be engaged in employment with another employer which interferes with their employment with Metro Transit.

ARTICLE 11

WORK RULES AND PRACTICES

All practices and agreements governing employees enforced by Metro Transit or its predecessors, not in conflict with nor changed by the provisions of this Agreement, may be changed subject to the following conditions:

- (a) Work rules and/or practices may not be in conflict with the contract;
- (b) Metro Transit must meet and confer with the ATU prior to making any such changes or new work rules;
- (c) New work rules and/or practices must be reasonable;
- (d) The Metro Transit will furnish the ATU with a copy of all bulletins or orders changing any such rules, regulations and practices;
- (e) Work rules and/or practices are subject to the Grievance Procedure.

ARTICLE 12

CONSISTENT WITH LAWS AND REGULATIONS

Nothing in this Agreement shall require Metro Transit to do anything inconsistent with the charters, franchises, indeterminate permits, or laws under which it or its subsidiaries may from time to time operate or exist, nor anything inconsistent with the orders or regulations of any competent governmental authority under any such laws.

In the event any portion of this Agreement is affected by changes subsequently made in the charters, franchises, indeterminate permits, or laws under which Metro Transit or its subsidiaries may from time to time operate or exist, or in the orders or regulations of any competent governmental authority under such laws, the remaining portion of the Agreement not so affected shall remain in full force and effect.

ARTICLE 13

ARBITRATION PROCEDURES

In the event a dispute or controversy arises under this Agreement which cannot be settled by the parties within thirty (30) days after the dispute or controversy first arises, then Metro Transit or the ATU, whichever is applicable, in accordance with Article 2 or 5 hereof, may request in writing that the dispute or controversy be submitted to arbitration. The State Bureau of Mediation Services shall furnish a list containing the names of seven (7) persons from which the arbitrator shall be selected. Within five (5) days after receipt of such list, the parties shall alternately eliminate one name from the list until only one name remains. The arbitration hearing shall be held within forty-five (45) days from the date the arbitrator is selected.

In making such submission the issue to be arbitrated shall be clearly set forth in writing. The arbitrator's decision shall be final, binding and conclusive and shall be rendered within thirty (30) days from the date the arbitration hearing is completed.

In the event the arbitrator resigns or dies, the method used to obtain said arbitrator shall be employed to obtain a successor.

The parties shall divide the cost of the arbitrator equally.

The parties agree to meet and negotiate no later than July 01, 2011, to explore an expedited arbitration process which will include a permanent arbitration panel. If the parties mutually agree to such process, said process will be used for mutually agreed upon cases.

**ARTICLE 14
FREE TRANSPORTATION**

Upon presentation of a properly authorized pass, all employees shall be entitled to free transportation on all light rail or commuter rail trains and buses except Chartered, Special or Sightseeing buses or trains.

**ARTICLE 15
LEAVES OF ABSENCE**

All employees covered by this Agreement may be granted reasonable leaves of absence not exceeding ninety (90) days during any calendar year, at the discretion of Metro Transit, except that longer leaves of absence may be granted in the event of sickness or disability. Seniority shall not be affected because of leaves of absence granted in accordance with this provision. Metro Transit undertakes to apply this Article to the Transportation Department so that a maximum of five (5) employees from each garage may be granted leaves of absence at any one time. In addition, Metro Transit agrees employees of fifteen (15) years or more seniority will be granted longer leaves of not exceeding six (6) months within the limitation on numbers indicated above. With regard to other departments, Metro Transit undertakes to grant leaves of absence in the same manner and in the same proportion in each department with a maximum of five (5) at any one time in the non-transportation departments. The granting of leaves of absence above these limits is discretionary with Metro Transit. The leaves of absence are not to be used to seek or to engage in other remunerative employment.

Maternity leave of absence will be granted to pregnant employees.

Employees who serve on Governmental Boards or Commissions or who are elected officials shall be given the necessary time off to fulfill their duties.

**ARTICLE 16
SICK LEAVE**

Section 1. All Full-time employees will accrue 3.077 hours of sick leave on a bi-weekly basis, not to exceed 80 hours in a calendar year. Part-time 30-hour rostered employees shall accrue seventy-five percent (75%) of the Full-time accrual. All other Part-time employees shall accrue fifty percent (50%) of the Full-time accrual. Both Full-time and Part-time employees must have completed their probationary period to be eligible to use sick leave.

Any employee reporting sick will be compensated using sick leave accruals, provided they have hours in their bank; unless Metro Transit is notified in writing within three calendar days of the occurrence.

Full-time employees may take partial sick leave pay (partial is defined as two (2) hours or more). The employer will pay for the actual time missed rounded to the nearest quarter hour for part-time operators.

Section 2. Sick leave pay shall not be allowed:

- (a) For regular days off.
- (b) For any day on which the employee is entitled to holiday pay.

Section 3. The sick leave credits shall:

- (a) Be granted only to the extent necessary to bring the total unused sick leave available to an employee at the date of qualification to a maximum of 1,800 hours for employees hired prior to April 17, 2004. All hours in excess of the 1,800 hour maximum accrual at the end of the calendar year will be converted to deferred compensation in the first full pay period of the subsequent year.
- (b) Be granted only to the extent necessary to bring the total unused sick leave available to employees at the date of qualification to a maximum of 2,800 hours for employees hired after April 17, 2004. All hours in excess of the 2,800 maximum accrual at the end of the calendar year will be converted to deferred compensation in the first full pay period of the subsequent year.
- (c) Be reduced 6.667 hours for full-time employees or 3.335 hours for part-time employees for each month of absence or fraction of a month's absence exceeding a period of sixty (60) consecutive days for any reason other than sickness or military service. Sick leave credits shall be reduced 6.667 hours (3.335 hours for PT employees) for each month or fraction of a month's absence exceeding a period of one-hundred and twenty (120) consecutive days when absence is due to military service or sickness; provided, however, that absence due to sickness by reason of injury received while on duty shall not disqualify an employee from receiving annual sick leave credits. Earned vacation shall not be used in computing days absent.
- (d) Furloughed employees will not accrue sick leave while in furlough status. Sick leave accrual will be frozen on the date of furlough. Normal accrual of sick leave benefits will begin on the first day of return to active service.

Section 4. Employees may use their sick leave balances for care of covered relatives in accordance with MN Sick Leave statutes. Should the MN Sick Leave statutes be abolished, up to ten (10) days of paid sick leave per year may be used for qualified Family Medical Leave (FMLA) time for the care of the employee's spouse and/or parent.

Section 5. Upon request of Metro Transit, an employee claiming sick leave pay under this Article shall submit to an examination by a physician designated by Metro Transit.

Section 6. Payments made pursuant to the Workers' Compensation Act shall be deductible from payments becoming due under the provisions of this Article. When sick leave pay and daily benefits under Workers' Compensation are paid concurrently, the employee's sick leave credit shall be reduced by the amount necessary to provide that sick leave pay and Workers' Compensation payments together shall equal no more than seventy-four percent (74%) of the employee's gross pay based on eight (8) hours pay per day at the employee's prevailing rate.

Section 7. In the event of the death of a member of the employee's immediate family, the employee will be given two (2) days of paid leave which can be supplemented with three (3) days of sick leave for bereavement provided the employee submits documentation to support the leave upon request. All bereavement leave will be taken within 180 days of the death, or the public notice or record of that death. Part-time Operators will be entitled to paid bereavement leave according to these parameters.

For the purposes of this provision the immediate family shall include the employee's parents, spouse, children, brothers and sisters together with the parents of the spouse and the step-parents, if any, of the employee or spouse and the employee's grandparents and grandchildren, employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law or a permanent member of the employee's household (with documentation).

Section 8. Bereavement leaves of absence may be granted one (1) paid day off, which can be supplemented with two days of sick leave for bereavement in the event of the death of the employee's aunt, uncles, nieces and nephews, provided that the employee submits documentation to support the leave upon request. All bereavement leave will be taken within 180 days of the death, or the public notice or record of that death.

Section 9.

(a) Employees hired prior to April 17, 2004: Upon retirement, 45% of the existing employee's unused sick leave balance will be paid out according to the terms of the Health Care Savings Plan.

Upon death, 45% of the employee's unused sick leave balance will be paid to their beneficiary.

(b) Employees hired after April 17, 2004, will be able to accrue sick leave to a maximum of 2,800 hours. Upon retirement, these employees will receive seventy percent (70%) of their unused, accrued sick leave balance into their Health Care Savings Plan.

Upon death, 70% of the employee's unused sick leave balance will be paid to their beneficiary.

(c) Employees who have waived HCSP participation shall upon retirement receive seventy percent (70%) of their unused, accrued sick leave balance paid out.

**ARTICLE 17
VACATION**

Section 1. Any employee covered by this Agreement upon completion of not less than one (1) year of continuous service under the applicable qualifying date as shown below shall annually qualify for a vacation in accordance with the length of service as defined in Section 2 of this Article. In their last full vacation qualifying period prior to retirement, such employee shall qualify for vacation on December 31st of that year, instead of January 1st, of the following year. In such cases the term "current qualifying year" as used in Section 5 of this Article for the

purpose of determining any additional pro-rata vacation shall be considered to mean the period of time after completion of the last full vacation qualifying period.

QUALIFYING DATES FOR VACATIONS

All employees will qualify for vacation on January 1 of each year on the basis of total years of service completed in the year in which the vacation is taken.

Section 2. All employees, upon completion of not less than twelve (12) months of continuous and active service immediately preceding the current anniversary of their qualifying date shall be entitled to an annual vacation in accordance with the following schedule:

Number of years of Continuous and Active Service	Maximum Number Weeks of Vacation	Maximum Number of Hours of Vacation Pay at the Prevailing Rate for Applicable Classification
1	1	40
2	2	80
6	3	120
11	4	160
18	5	200
25	6	240

Section 3. An employee shall have pro-rated vacation time for the year in question if the employee has been absent from duty for any reason other than sickness for more than sixty (60) consecutive days or has been absent from duty on account of sickness for more than one-hundred eighty (180) consecutive days during a vacation qualifying period, unless for disciplinary issues. Employees absent from duty while on military service or because of injury received while on duty shall not be disqualified from vacation by reason of such absences.

Furloughed employees will not accrue vacation time while in furlough status. Vacation accrued will be frozen on the date of furlough and normal accrual of vacation benefits will begin on the first day of return to active service.

An employee who qualifies for a vacation in accordance with the foregoing shall be paid for such vacation if subsequent to attaining the qualifying date and prior to receiving vacation, said employee resigns, is laid off because of a reduction in force, is discharged, is totally and permanently disabled, is pensioned, enters military service or dies.

An employee who is receiving workers' compensation benefits at the time of a selected vacation shall not receive vacation pay. Such vacation pay shall be held in abeyance until the employee returns to work, or is medically disqualified, and will be paid at that time.

Section 4. The time of vacation shall be fixed by Metro Transit with seniority rights applying. At least two (2) weeks prior to the selection of vacations, employees entitled to four (4) or more weeks of vacation shall have the right to advise Metro Transit in writing that they elect to receive pay and not take the time off for a portion of or all vacation earned in excess of three (3) weeks.

Employees entitled to two (2), three (3), four (4), five (5), or six (6) weeks' vacation shall be allowed to divide their vacation into two (2), three (3), four (4), five (5) or six (6) periods. At least two (2) weeks prior to the selection of vacations, employees may elect in writing to carry forward one (1) week of vacation to the following year.

Effective with the 2024 vacation usage, in addition to the above options, employees, who have been unable to use their vacation by December 31st will be paid on the first full pay period of the new year.

Section 5. In addition to the vacation earned as of a qualifying date an employee retiring who is eligible for a retirement allowance not reduced by an actuarial factor for being under age 65, shall be allowed one (1) day of vacation with eight (8) hours of pay for each month in the current qualifying year in which the employee has worked a major number of working days in such month. Likewise, an employee entering military service shall be allowed one (1) day of eight (8) hours or fraction of one (1) day of eight (8) hours, according to years of service, for each month in the current qualifying year in which the employee has worked a major number of working days in such month. When such an employee re-enters the employment of Metro Transit within forty-five (45) days after being discharged from military service, the employee shall at the next vacation qualifying date be allowed one day of eight (8) hours or a fraction of one day of eight (8) hours according to years of service for each month in the current qualifying year in which the employee has worked a major number of working days in such month.

Section 6. All employees shall sign an "Application for Vacation" form which provides for refund of vacation pay in the event an employee leaves Metro Transit prior to completing one (1) full year of service.

Section 7. At least two (2) weeks prior to the selection of vacations, employees shall have the right to advise Metro Transit in writing that they elect to reserve one (1) or two (2) of those weeks to be taken one (1) day-at-a-time. Effective for the 2025 vacation pick, Employees eligible for four (4) or more weeks of vacation may elect to reserve up to three (3) weeks to be taken one (1) day at-a-time.

Non-Operator employees shall have the right to advise Metro Transit in writing that they elect to reserve up to two (2) weeks designated for day-at-a-time vacation to be taken in half-day increments.

The existing past practice remains in effect in each individual department as it relates to paragraphs one and two above.

The following terms and conditions shall apply to requesting and taking of the days off:

1) Requests for time off must be made no more than ninety (90) days and no less than twenty-four (24) hours in advance or 9:00 AM the preceding day in the Transportation Division (Bus and Rail.) Requests on the ninetieth (90th) day will be granted according to seniority.

Thereafter, requests will be granted on a first-come, first-served basis; seniority will not be a factor.

- 2) Granting of the requested time off will be at the discretion of the individual employee's supervisor or manager, based on workload and/or work force availability.
- 3) Vacation time not taken by December 31st will be paid with the first full pay period of the next year.
- 4) These days cannot be taken on a holiday, except a holiday on which Metro Transit does not run a holiday schedule but wishes to reduce service. Article 17, Section 7 #1 will not apply to reduced service days. Requests for time off on reduced service days shall be done by straight seniority.

Section 8. New Full-time Operators who did not participate in the Full-time vacation pick, shall have the option of taking all vacation weeks one day at a time or being paid out at the end of the year. Current employees transferring shall have scheduled time off honored.

**ARTICLE 18
HOLIDAY PAY**

Section 1. To the extent permitted by the curtailment of scheduled service, therefore, employees shall not be required to work on the following days.

- | | |
|---|---------------------|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Dr. Martin Luther King Day | Independence Day |
| Juneteenth | Labor Day |
| Employee's Anniversary
of Employment | Employee's Birthday |

Each employee will receive two (2) floating holidays in addition to the holidays listed above.

Employees may elect to convert their Birthday and/or Anniversary holiday(s) to a floating holiday(s) in lieu of taking the holiday(s) off. The employee must declare their intentions to convert these days to floating holidays prior to the annual vacation pick.

The following terms and conditions shall apply to requesting and taking floating holidays:

- 1) Requests for the floating holidays must be made no more than ninety (90) days and no less than twenty-four (24) hours in advance or 9:00 AM the preceding day in the Transportation Division (Bus and Rail). Requests on the ninetieth (90th) day will be granted according to seniority. Thereafter, requests will be granted on a first-come, first-served basis; seniority will not be a factor.
- 2) Granting of the requested time off will be at the discretion of the individual employee's manager, based on workload and/or work force availability.
- 3) Floating holidays may not be taken on the holidays listed above.
- 4) Floating holidays not taken by December 31 will be paid with the first full pay period of the next year.

Each qualified employee in accordance with the following provisions, shall receive holiday allowance pay for each of the above days regardless of whether such day or its observance falls on a scheduled on-duty or off-duty day.

When the holiday falls on a scheduled on-duty day and the employee does not work the chosen regular schedule, or shift because it is unavailable under the holiday schedule, the holiday allowance pay shall be the amount the employee would have received if the chosen regular schedule or shift had been available to work, with a minimum of eight hours at the appropriate straight time rate.

Except for the Employee's Birthday or Anniversary of Employment when the holiday falls on a scheduled off-duty day, the holiday allowance pay shall be eight (8) hours at the appropriate straight time rate. When the Employee's Birthday or Anniversary of Employment falls on a scheduled off-duty day, the holiday shall be observed on the next regularly scheduled workday.

Holiday allowances will be payable provided the following:

- (a) The employee has successfully completed the probationary period.
- (b) The employee has worked or is in a paid status the day before the holiday, or the day after the holiday or on the holiday, unless it is a scheduled day off.

If the employee is absent with good cause on any of the days identified in (b) above, they shall be entitled to the holiday allowance. Examples of good cause include but are not limited to bereavement time, unpaid FMLA or an unpaid scheduled vacation.

Section 2. In addition to the holiday allowance pay, employees performing any work on such holidays, or the days set aside therefore, shall be paid for such work at the appropriate rate of pay, with appropriate daily minimum guarantees.

Employees who work or are on vacation on New Year's Day, Dr. Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, and/or Labor Day may elect to credit their floating holiday bank with eight (8) hours in lieu of receiving holiday allowance.

Section 3. The holiday allowance pay, as provided in Section 1 hereof, shall not be used toward such weekly guarantees as are provided for in the Agreement. Pay for work performed on such holidays as provided in Section 2 hereof, shall not be used toward such weekly guarantees. This section does not apply if the employee elects to bank their holiday allowance pay as provided for in Section 2 hereof.

Section 4. If and when a day other than New Year's Day, Dr. Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day or Christmas Day becomes generally observed to a point where the service therefore can be curtailed to a holiday schedule, the observance of the Employee's Anniversary of Employment as a holiday will then be shifted to such newly observed holiday.

Section 5. Metro Transit will operate a reduced service schedule on the following dates:

- Friday, July 5, 2024

- Friday, November 29, 2024
- Tuesday, December 24, 2024
- Tuesday, December 31, 2024

Any changes to the dates will be voted on by the ATU membership. Employees and the ATU will be notified prior to the start of the first half Operator vacation pick.

Reduced service day procedures are listed in the Letter of Agreement section of the contract, any changes must be voted on by ATU Membership.

Section 6. When a holiday or its observance falls on a Monday, third shift non-transportation employees will observe that holiday on the previous Sunday.

**ARTICLE 19
OVERTIME PAY**

Section 1. All employees covered by this Agreement shall receive time and one-half for all work or time on duty (except as herein otherwise provided):

- (a) in excess of eight (8) hours in any day;
- (b) in excess of forty (40) hours in any workweek;
- (c) on regular days off unless the employee has missed work due to a late occurrence, a no-show occurrence or a request off less than twenty-four (24) hours in advance or 9:00 AM during the workweek of the regular day off, in the Transportation Division (Bus and Rail);
- (d) outside of the regularly scheduled time of a run or shift.

Overtime shall not be paid twice for the same hours worked in any workweek.

**ARTICLE 20
TRANSPORTATION DEPARTMENT: FULL-TIME BUS OPERATORS**

Section 1. All matters herein set forth as to employees in the Transportation Department shall apply to bus operators unless context requires otherwise.

Section 2. Regular runs for bus operators shall be made up of five (5) days per week, consecutive insofar as is practicable.

Section 3. Each extra bus operator shall choose two (2) days off each workweek, once every four (4) weeks, in accordance with seniority, from the days available to extra employees as days off, and if not so chosen by the employee, then as assigned by Metro Transit after consultation with the ATU, for the duration of the extra employee's day off pick. The vacation hold down employees, who will revert to the extra board during any week or weeks of the period for which the available days are posted, shall be included in such choosing of days off for those weeks they are working the extra board.

Section 4. No regular run shall pay less than eight (8) hours per day. No run shall call for more than 8 hours 30 minutes platform time in any one day.

Section 5.

- (a) Regular runs for bus operators shall be arranged to allow regular operators to pick two (2) days off in each working week. Any month having a special holiday on which holiday schedules are operated, a pick shall be posted for such holiday at the regular pick. If a holiday falls on the scheduled “short” day for a nine (9) hour run operator, a selection of holiday tripper work will be made available. Only nine-hour operators scheduled to work the holiday on their “short” day will be allowed to pick these trippers.
- (b) Metro Transit may build special work into holiday runs as part of the holiday choice.

Section 6. A regular bus operator shall be paid at the overtime rate of time and one-half for hours worked in any one day in excess of the hours in that employee’s regular run; providing, however, that if the employee works a part of that run and a part of that shift in the office, the employee will be paid at the overtime rate for time worked in excess of the hours in the regular run on each day; and providing further that if the employee works a full shift in the office, said employee will be paid at the overtime rate for time worked in excess of the regular number of hours of such shift.

Section 7. All on duty time for both regular and extra employees, except for time for writing out accident reports and spread penalty time which is considered a penalty time rather than overtime, shall be included in the computation of overtime or straight-time, as the case may be.

Section 8. On a three (3) piece run, the shorter period of time between any two (2) pieces shall be allowed.

Section 9. At least sixty (60%) of all bus operator runs, at each operating location, on weekdays shall be one-piece runs and eighty percent (80%) of all runs on Saturday, Sundays, and Holidays shall be one-piece runs. At least sixty (60%) of all LRT operator runs, at each operating location, on weekdays shall be one-piece runs and sixty percent (60%) of all runs on Saturday, Sundays, and Holidays shall be one-piece runs. Upon startup of any new rail line, the Saturday, Sundays, and Holidays percentage may need to be adjusted by as much as ten percent (10%). Should the percentage of part-time weekday Operators fall below 17% or the part-time weekend Operators falls below 3% or if the maximum peak bus count divided by the midday bus count is equal to 2.7 or greater, the minimum combined percentage of all weekly runs will revert back to sixty percent (60%). All runs shall be completed within a spread of twelve (12) hours. This percentage shall include those runs worked by weekend part-time operators. All two (2) piece runs performed on weekends and holidays shall not have a split that exceeds a total of ninety (90) minutes, including all part-time weekend work.

Section 10. In the event that the platform time in a regular run is changed between picks, the bid pay time in the run will be paid and the additional platform time, if any, in the changed run will be paid. The same rule will apply in changes of platform time involving two-piece runs. In no case will a run pay less than the bid time during the life of the pick. Platform time may be changed up to fifteen (15) minutes by Metro Transit upon notice to the operator.

Section 11. All regular runs of bus operators shall be completed within a spread of twelve (12) consecutive hours. A premium of one-half (1/2) time shall be paid for all time on duty in excess of ten and one-half (10-1/2) consecutive hours.

The term “consecutive hours” shall mean the time elapsed from the bus operator’s first report to the time of final release from duty, including plug-in and travel time. This spread time allowance shall be paid in addition to all other straight-time and overtime payments required by other provisions of this Agreement, except that penalty time for over the spread shall not be paid for work performed which is not a part of or an addition to or connected with a regular run or an extra operator’s daily assignment.

Section 12. A regular operator or an extra operator working a regular numbered run, stub or tripper shall be paid for the full time in the run, stub or tripper, if the employee works a portion thereof and the balance of the run, stub or tripper for the day is abandoned, provided said employee remains at the garage and is available for other assignments, until the expiration time of the run, stub or tripper, or before if excused by the employee’s Transportation Manager.

Section 13. Bulletins shall be posted in each garage on all changes of practice, operating rules and regulations.

Section 14. In the event of transferring a line from one garage to another within a city, a city pick shall be held. In the event of transferring a run from one garage to another, an inter-garage pick involving only the affected garages shall be held. Stubs and trippers may be transferred at any time without a pick.

Section 15.

- (a) In the event a change in operation reduces the work at any garage, Metro Transit may transfer operators to other garages in order that the extra operators may receive a greater amount of work. Under such conditions, a list will be posted at the garage affected by such conditions, giving the number of operators that will be required to transfer to other garages. The employees will be permitted to volunteer to transfer to such other garages, and, in the event that not enough employees volunteer to transfer, the lowest seniority will be required to transfer.
- (b) In the event operators are needed at another garage, the Metro Transit may transfer operators to another garage on a voluntary basis by seniority.

Section 16. In the event of a reduction in the force of bus operators, such reduction shall be made by laying off the lowest seniority bus operator according to date of hire in the bus transportation division.

Section 17.

- (a) At each garage a general pick shall be held four (4) times a year (and more often if any major changes are made in any line schedule at the garage). No pick shall exceed a six (6) month period. One of these picks shall be a system pick. Metro Transit shall post a notice at the time of the annual vacation pick in October of each year stating when the declared system pick will occur for the following year.
Operators, in the order of seniority, may choose regular runs, vacation hold downs or the extra board, provided that the number of operators permitted to pick vacation hold downs

shall not exceed the greatest number of operators scheduled for vacation during any one (1) week of the pick.

Metro Transit shall post, at the time the run pick is posted, a list of operators scheduled for vacation during each week of the pick period, and any runs open by reason of vacation, shall be made available for vacation hold down pick. Operators picking vacation hold down runs must, in the order of seniority and to the extent available from the list of open vacation runs, select work for each week in the pick period. If, in so selecting work in each week of the pick period, a situation arises whereby an operator would not have ten (10) hours off duty between vacation runs, selection of work for one (1) of the two (2) weeks so involved may be waived.

Operators, selecting vacation hold downs and unable to completely fill their work schedules for the pick period, shall during the weeks when open vacation runs are not available to them, revert to the extra board and be placed in their proper seniority position on the board.

Vacation hold down operators shall select their work after the regular pick has been completed. The following rule shall apply to the picking process:

A notice shall be posted listing those operators who are scheduled to pick the following day. Once notified it is their turn to pick, an operator will have one-half (1/2) hour in which to make a choice. If it appears that an operator is unable to be present to make a choice, then a minimum of five (5) choices must be left with the pick dispatcher. If the choices do not stand, the operator will be re-notified. Operators who fail to pick within the one-half (1/2) hour who have not left five (5) choices or who are not available to be notified, will have their work picked for them by a manager.

- (b) Schedules will be posted three (3) days before a pick starts. A printed copy of runs to be picked shall be made available at the time the pick is posted. The following rules shall apply to the picking process.
- Once notified it is their turn to pick, an operator will have one-half (1/2) hour in which to make a choice.
 - If it appears that an operator is unable to be present to make a choice, then a minimum of five (5) choices must be left with the pick dispatcher. If the choices do not stand, the operator will be re-notified.
 - Operators who fail to pick within the one-half (1/2) hour, who have not left five (5) choices or who are not available to be notified, will have their work picked for them by a manager. Work picked by a manager will be as close as possible to an operator's existing work.
 - If an operator is planning on changing garages, the pick dispatcher must be notified twenty-four (24) hours in advance.
 - A notice shall be posted each day listing those operators who are scheduled to pick the following day. It is the operator's responsibility to keep themselves aware of the progress of the pick.

If it is known that a regular run will be open for any reason after the pick has been completed, for a period of seven (7) days or more, this run, together with the scheduled days

off for such run, would go on the extra board and would be chosen in accordance with seniority on the board. If not chosen, such run would be assigned to the bottom of the extra board. All picks posted shall give the effective date. Extra board assignments will be posted not later than 5 o'clock p.m. each day. Extra board assignments will not be altered after posted. Any errors will be addressed at the window.

- (c) The following procedures will be used for the posting and selecting of runs:
1. All runs must be picked.
 2. Predetermined number of operators are permitted to pick the extra board.
 3. Operators are permitted to break only one (1) block. Metro Transit will have a pilot program permitting Operators to break two (2) blocks. This pilot program for breaking two (2) blocks will sunset two (2) years after ratification unless there is an agreement to extend. The parties will meet within three (3) months from the end of the pilot program to discuss the continuation of the program.
 4. Operators are permitted to waive fatigue rule once per week on a voluntary basis.
 5. In the event runs are available and the operator chooses not to waive the fatigue rule, the operator will be required to pick five (5) runs and be assigned to the extra board for the day the operator does not elect to waive the fatigue rule.
 6. In the case of a regular operator working the extra board on the day the operator refused to waive the fatigue rule, the operator will be assigned work that will not conflict with the normal rotation of the extra board.
 7. Guarantee pay would prevail on the day of the aforementioned assignment in an amount to ensure a forty (40) hour workweek.
 8. A predetermined number of available off days will continue to be established for each and every day of the week.
 9. The method for extra board operators to select off days will remain unchanged.
 10. Management will consider the building of combinations into regular runs in which the platform hours will be considerably lower than the goals we now have. However, should such runs be built, they will not be used in the computation or calculation of the 55% - 80% run rate rules described in Section 9 on page 21.
 11. Operators that are known to be absent for the duration of a pick period, or incapable of working their chosen run for any reason, shall pass. In the event that they do return to work, they shall be put in their respective position on the extra board.
 12. From time to time, between operator choices, extraordinary changes are deemed necessary for a route. These changes could significantly affect the number of picked runs on that route.

To meet an emergency, a line pick can be scheduled and implemented. In the case where there is a reduction in the number of runs, operators not able to choose a run will be placed on the extra board (in rotation) for the duration of the choice. In the case where there is an increase in the number of runs, the additional unpicked runs will be placed on the weekly hold down list for extra board operators. Operators operating the swing runs or the vacation hold down runs will be required to work the changed work.

- (d) In the event that Metro Transit is required to change the schedules of "contract work" by changing the hours of a run or runs on a route during a regular operator choice, Metro Transit shall conduct a "line choice" on that route, providing such changes affect the pull-in or pull-

out time by more than fifteen (15) minutes. If the operator or operators affected by such changes agree to work the changed run, no “line pick” will be necessary. If a run or runs are deleted, Metro Transit shall conduct a line choice. Operators not able to choose a run will be placed on the extra board in rotation for the duration of their choice or until the deleted service resumes. Swing run operators and vacation hold-down operators will be required to work the changed work.

- (e) A full-time regular operator can pick overtime from one to five days per week. They can pick overtime on a scheduled workday or on their day off. They are allowed to break only one block. The full-time regular operators can mix and match open trippers to create a menu of overtime that meets their needs including the option of picking two pieces of overtime within the same day. However, in the event that the platform time in regularly scheduled picked overtime is changed between picks, the bid pay time in the tripper will be paid and the additional platform time, if any, in the changed piece of work will be paid. In no case shall the regular picked work pay less than the bid time during the life of the pick. Platform time may be changed by up to fifteen (15) minutes by Metro Transit upon notice to the operator. Misses on this chosen work will be treated under the absenteeism policy.

Section 18. When training is required of regular operators, they will be assigned the training and whatever additional assignments are necessary to make up a workday approximately equal to the operators picked run. Two-piece day run operators may be assigned AM and PM work. Other run operators may be assigned AM or PM work depending upon the normal hours of their run for the day. Training will be considered a regular assignment for pay purposes and operators will be paid their regular rate for training assignments. The minimum pay for the day will be the operator’s regular run pay. The hours of the run will not be considered for pay purposes. Extra board operators will be assigned training as part of the daily assignment.

For purposes of this section, training days will be considered Monday through Friday or the operator’s regularly scheduled workdays. Managers will determine if training is required of an operator.

Travel time of thirty (30) minutes will be paid once per day for training held at a foreign garage.

Section 19.

- (a) The present practice of making up a regular workweek for regular operators and rotating extra work for extra operators shall be continued.
- (b) In addition, Combination Hold Downs may be created for the Extra Board, which may include trippers, S-98s, and call time.
 - 1. Management may offer Combination Hold-Downs at the time Extra Operators pick their days off (in lieu of picking their days off) or on a weekly basis.
 - 2. The maximum number of Combination Hold-Downs in the system shall be limited to forty (40) with Saturday - Sunday off unless changed by mutual agreement.

Section 20.

- (a) The working list shall show the extra operators selected and assigned to the runs known to be vacant for the next day and the other extra work available according to their place on the list

for that day. When a regular run is excused before 12:00 o'clock noon for the following day, the run must be filled by the extra employee entitled to the same for that day. The present policies and system with reference to mark ups and assignments to extra operators will be continued unless changed by mutual agreement.

- (b) All extra operators will be guaranteed a minimum of eight (8) hours per day for each day in the workweek and a minimum of forty (40) hours for each five (5) day workweek. The daily guarantee shall not apply and the weekly guarantee shall be reduced eight (8) hours for each regularly scheduled workday on which the operator lays off or is absent for any reason beyond the control of Metro Transit.
- (c) All extra operators shall receive a premium of one-half time for all time on duty in excess of ten and one-half (10-1/2) consecutive hours. Said premium one-half (1/2) time shall not be used in calculating the daily guarantee. The term "consecutive hours" shall mean the time elapsed from the extra operator's first report to the time of final release from duty, including plug-in and travel time. Time worked beyond a twelve (12) hour spread shall not be calculated in determining the daily guarantee.
- (d) Any work performed by extra operators on their regular day off shall not be considered in computing the minimum guarantee.
- (e) Extra employees may be required to make bus changes when a mechanic is not required to return a disabled bus safely to the garage. This determination will be made by supervisory personnel.
- (f) Extra operators may be required to perform tasks within or outside of the Transportation Department in order to make the guarantee.

A list of these tasks is available from the division directors and garage managers. Additional tasks may be added to the list by Metro Transit upon prior notification to the ATU Local 1005 and would be subject to the grievance procedure as defined in Article 5 of the contract.

Section 21. Bus operators required to report for a definite assignment shall be paid for not less than two (2) hours and for actual time in excess thereof, provided that Metro Transit may exercise the choice where a bus operator does more than one (1) piece of work, of paying the total elapsed time between the time bus operators go on duty and the time they are relieved from duty. It is understood that "definite assignment" as used in this Section, means any report or call and any and all assignments of work. This provision shall not apply to bus operators who fail to report for duty on time except as to any piece of work they perform while on a cut guarantee. On such work the two (2) hour minimum provision shall apply.

Section 22. Bus operators will not be required to be on assignment more than three (3) times in any one (1) day unless agreeable to them.

Section 23.

- (a) Operators shall not exceed sixteen (16) hours of paid time, including regular and overtime hours, within a twenty-four (24) hour period, midnight to midnight.
- (b) All bus operators shall have at least ten (10) hours off between any night work and any A.M. assignments unless agreeable to them.

Section 24.

- (a) A regular operator assigned to one (1) or more pieces of work, in addition to the hours of the operator's regular run, shall be paid time and one-half with a minimum of two (2) hours straight time. However, when such additional work is simply an extension of the scheduled work of the employee (before, after, or in the middle), and where said employee has not yet pulled in at the terminal or been relieved on the road, this two (2) hour minimum shall not apply.
- (b) Allowed time in runs shall be paid regardless of additional work performed.

Section 25. When bus operators are recalled under the provisions of Section 2 of Article 6, their rate of pay shall be based on their accumulated service with Metro Transit as bus operators.

Section 26. All Extra Board bus operators and fatigued Operators assigned to the Extra Board will be required to take out such assignments as are available. In the event an Operator is assigned a route that they have not been trained on within the last five (5) years, said Operator shall not be disciplined for matters arising from unfamiliarity with the assigned route.

Section 27. Bus operators shall be allowed one-half (1/2) hour at the regular rate of pay for each accident report when the report is filed not later than 8 a.m. the day following the accident. Up to an additional fifteen (15) minutes will be paid if a "Minnesota Accident Report" is required. This time will be special time and must be covered by special time slips. Time slips will be required only for accident reports and time approved by the Transportation Manager.

When an Operator is assaulted and taken for medical attention the operator will continue in pay status until returned to the garage/home or a maximum of four (4) hours beyond the end of their shift, whichever is less. For Operators who have been subject or witness to violent contact or threats, the Employer will evaluate the need for additional employee assistance including the option of granting administrative leave. The amount of Administrative Leave will be determined on a case-by-case basis.

Section 28. For all work other than actual platform work, except as otherwise provided for in this Agreement, Metro Transit will pay bus operators at their respective rate.

Section 29.

- (a) All driving work shall be done by operators if they are available. Any extra board operator who has not completed eight (8) hours work within the twelve (12) hour spread shall not refuse additional work which will be completed within the twelve (12) hour spread. All pay time from the regular mark-up shall be used in calculating the forty (40) hour weekly guarantee.

All work performed by an extra board operator in addition to the regular mark-up shall be at a rate of time and one-half (two [2] hour minimum) and not used in computation of daily or weekly guarantee. In the event that a substitute mark-up is accepted voluntarily, the changed mark-up becomes the regular mark-up.

Extra board operators shall not be required to work over a maximum of ten (10) hours platform time in any one (1) day.

- (b) If no operators are available, then ATU members from other departments who are qualified, and volunteer may be used as operators at the applicable operators rate, including overtime and report time; such employees shall pick from available work on the open sheet; subject to the bumping rules in Article 22.

It is understood that such non-operator members shall in no way relieve Metro Transit's obligation to maintain a full complement of operators when possible to hire new operator employees.

Section 30.

- (a) A bus operator making a relief at a point more than two (2) blocks distant from the garage shall not be required to report at such garage in person, but shall report by telephone at least twenty (20) minutes before the relief is to be made and shall go directly to the relief point. An operator making a relief under such conditions and an operator making a relief at points not more than two (2) blocks distant from the garage shall not be allowed travel time.
- (b) An operator scheduled to be relieved at a point more than two (2) blocks distant from the garage and who is required to travel from the relief point to the garage, for the purpose of turning in receipts for the day, shall be paid the schedule time between the relief point and the garage. An employee who is required to report to the garage before making a relief, which is more than two (2) blocks from the garage, shall be paid schedule traveling time from the garage to the relief point.
- (c) Route(s) providing service between the operator's garage and the relief point will operate on a fifteen (15) minute or better headway and will run within two (2) blocks of the garage. From the East Metro garage, all reliefs will be in downtown St. Paul or made within two (2) blocks of the garage. All reliefs after 5:00 p.m. on weekdays, Saturdays and all day on Sundays and holidays will be pull-out or pull-in type of reliefs. This will not apply to relief locations which are close to the garage.
- (d) Operators not reporting on time for an assignment shall lose their work for the day. If the miss is on a piece of overtime work in addition to a regular run, the operator so missing will not lose their regular run but may be denied any further overtime work at the discretion of the operator's Transportation Manager.

An operator who misses will be required to take out such work as is available, but such work shall not reinstate any guarantee lost by reason of the miss. If the operator is required to work an assignment and can do so without losing mileage, the miss will be noted on the record, but will not count as an occurrence under the absenteeism policy. Chronic missing will not be tolerated and may result in further disciplinary action. An operator reporting sick must notify the Transportation Manager at least twenty (20) minutes prior to the operator's report time in order not to receive a miss.

Section 31. Traveling time, consisting of actual bus running time from or back to the garage where bus operators are employed will be paid as follows: Operators required to transfer to a

foreign garage after reporting at their regular garage will be paid the travel time to the garage to which they are transferred.

No travel time will be paid for returning to the garage at which they are regularly employed unless they are required to report to that garage before being excused. Travel time will not be paid concurrently with call or other time.

Section 32. Each bus operator shall be paid for time that the operator is late in pulling into the garage or in being relieved, provided such time is for good reason beyond the operator's control.

Section 33.

- (a) Metro Transit shall have the right to select full-time operators for sightseeing service according to seniority among full-time operators that are qualified.
- (b) Known charter work shall be assigned to full-time extra employees according to their place on the list for the day, except that a regular or extra operator, requested by the chartering party at the time the order was placed, may be assigned the work if the charter movement requires a minimum of four (4) hours of operator time per vehicle.
- (c) Metro Transit shall have the right to select full-time operators for bus movements that Metro Transit does not receive compensation for such as requests from public officials or entities.
- (d) In the event there are no full-time operators available for any of the aforementioned activities, Metro Transit may assign other qualified full-time employees to the work in the following order:

- 1. Full-Time Instructors/Garage Coordinators
- 2. Full-Time Dispatchers*
- 3. Miscellaneous Operators

* Full-Time Dispatcher must hold a valid license and D.O.T. physical card to be assigned work.

Section 34. A layover shall be provided at the end of each route. Metro Transit shall construct its schedules so that a minimum of ninety-four percent (94%) of trips system-wide are provided with minimum recovery time of at least fifteen percent (15%) of revenue time and at least seven (7) minutes with the following exceptions:

- (a) Short trips of twenty-five (25) minutes or less will have at least fifteen percent (15%) of revenue time but will be exempted for the seven (7) minute minimum.
- (b) In circumstances that dictate full recovery not be scheduled at the end of any trip, the combined recovery of that trip with the recovery time of the next trip shall be at least fifteen percent (15%) of the combined time of the two trips and, with the exception of short trips, be at least fourteen (14) minutes.
- (c) Does not apply to the pull-out or pull-in trips.

Management will assign OCR reports to the appropriate department within five (5) working days of their creation. Within a thirty (30) working day period, OCR reports will be resolved, or an update given on the resolution status. Such unresolved OCR reports will be resolved within sixty (60) working days or a reason given which prohibits the requested resolution. Metro Transit shall

provide a list, updated semi-monthly and posted at each of the five operating facilities documenting the status.

Section 35. Proper toilet facilities will be designated at or near the end of each route. In the event an operator must go off-route to use a designated toilet facility, they may do so. The employee will be required to contact the TCC via bus radio prior to leaving the assigned route and advising the TCC of the change. If the TCC does not answer by the time the employee arrives at the necessary rest stop, the employee shall call them back upon return to the bus. This does not authorize the employee to go off-route for personal errands and fast-food stops. This exception is meant to be for emergency restroom use when there are no facilities available on the designated route.

Section 36. Each Bus Operator shall be allowed report time for each day the Operator performs any type of platform work as compensation for reporting time, plug-in time, pull-in time, and the like, provided the Operator makes all required reports for the day, at the basic rate. Bus Operators will be required to report ten (10) minutes before all scheduled pullouts of the garage and/or all scheduled reliefs and shall be paid for such times.

Section 37. The time and number of operators permitted to be on vacation in any given week shall be fixed by Metro Transit at each garage. Operators will pick vacation time by seniority from the weeks permitted at the assigned garage.

At the time of the annual vacation pick in October of each year, operators in the order of seniority may pick available posted vacation weeks during the subsequent January-June or they may reserve the applicable number of weeks from the total available during the subsequent July-December. A second pick shall start on or after March 15th and be completed no later than May 15th of each year for operators who have reserved vacation weeks during July-December for the purpose of picking posted vacations in their order of seniority.

Operators hired on or before September 1st of the year in which the pick is posted will pick a vacation. The remaining practice of picking vacations will remain unchanged.

In circumstances where an Operator's paid leave has been exhausted due to being out for an extended FMLA qualifying event, they may either choose to take their picked vacation time off without pay or elect to waive their picked vacation.

Section 38. Supervisors shall only advise and instruct operators while they are on duty. Reprimanding of operators shall be done only while they are off duty and not in the presence of passengers or other operators.

Section 39. Bus operators shall be required to wear standard uniforms. Wearing of caps and neckties by operators will be optional. The identification number shall be worn in accordance with the current uniform policy. All uniforms will have an identifying patch sewn or attached to all outer garments, on the right shoulder, in lieu of the ID badge. The cost of the identifying patch and its attachment to garments will be paid by the Employer in addition to the uniform credit described in Section 42 of this Article. Short sleeve shirts may be optional as part of the

winter uniform. The summer uniform dates shall be April 1st through October 31st. The present specifications shall remain unchanged during the term of this contract unless changed by mutual agreement between ATU and Metro Transit.

Section 40. Metro Transit will provide the first uniform for each operator. Newly hired operators will be allowed an initial issue of two (2) pair of winter or summer trousers; three (3) uniform shirts, and one (1) sweater or vest. The remainder of the first uniform will be provided after the completion of four (4) full months of employment. The first uniform will consist of one (1) jacket, one (1) pair of summer trousers, one (1) pair of winter trousers, six (6) uniform shirts, and, if specifically requested as optional items, one (1) tie, one (1) cap (traditional or baseball style), one (1) pair of shorts, and one (1) polo shirt.

On January 1, 2016, a credit will be given to each operator's account in the amount of \$350.00 per year, not to be carried forward year to year. Operators will be allowed to use \$150.00 of their account for the purchase of shoes, belts, gloves and other accessories from the uniform vendor. On January 1, of each year thereafter, the employer will increase the uniform allowance by the percentage cost increase agreed to with the vendor during the prior year. In the event of a change in vendor, or if the current vendor's decision and/or effective date of increase is delayed until after January 1, the parties agree to meet and negotiate any changes to the clothing allowance. Additional costs will be deducted from the operator's pay.

Operators hired during a particular year will receive a prorated allowance based on the number of months remaining in a given year, after four (4) full months of employment.

If an Operator loses fifty (50) or more pounds in a twelve (12) month period they become eligible for uniform replacement assistance for fifty percent (50%) of the cost for uniform items (trousers, shirts, jackets) up to a lifetime maximum of \$350.00.

Section 41. Metro Transit agrees that all required safety standards be met in the re-grooving of tires and that observable tread configuration will be maintained at all times. Operators will not be required to drive on smooth or bald tires under any circumstances. Instances involving smooth or bald tires will be corrected immediately or the bus held out of service until correction is made.

**ARTICLE 20.5
TRANSPORTATION DEPARTMENT
9 & 10 HOUR RUN EXCEPTIONS
TO ARTICLE 20**

Section 1. A nine (9) hour run is defined as a run which works no more than nine (9) hours and thirty (30) minutes of platform time four days a week and approximately four (4) hours of platform time on the fifth day of the same week.

Section 2. A ten (10) hour run is defined as a run which works no more than ten (10) hours and thirty (30) minutes of platform time four days a week.

Section 3. Picking shall be as outlined in Article 20, Section 17, except:

- (a) Cannot mix 8-hour, 9-hour or 10-hour runs with the exception of vacation hold-downs, and holidays.
- (b) The minimum weekly hours on the 9-hour runs shall be thirty-eight and one-half (38.5) hours.
- (c) In the event runs are available and the operator chooses not to waive the fatigue rule, the nine (9) hour operator will be required to pick four (4) runs and a short day and the ten (10) hour operator four (4) runs and be assigned to the extra board for the day the operator does not elect to waive the fatigue rule.

Section 4. Spread time shall be limited to thirteen (13) hours and spread penalty time paid for all work that occurs after the 12th hour in a day.

Section 5. Overtime shall be paid for any work over forty (40) hours in a week, any work outside of the operators picked run, and any unscheduled work.

Section 6. Guaranteed time of forty (40) hours per week shall prevail.

Section 7. 9-hour and 10-hour runs will comprise not more than thirty-four (34%) percent of the runs in the system.

Section 8. Extra Board Hold-Down

An extra board operator who loses their 9 or 10 hour hold-down will be considered a 9 or 10 hour run operator for the balance of the week on the extra board in their proper rotation and will retain the days off assigned to the 9 or 10 hour run. On the scheduled workdays, the operator may be marked up for 9 or 10 hours of work as appropriate.

Section 9. Extra Board Regular Markup

In addition to the current practices for managing the markup, an extra board operator who is assigned a 9 or 10 hour run on the markup will be paid overtime for all time in excess of eight hours, and the spread penalty that applied to the run will apply to the extra board operator for that day.

Section 10. Extra board call operators who receive 9 or 10 hour runs on call will work a maximum of ten (10) hours of platform time within a twelve (12) hour spread. Spread penalty time will begin after 10 1/2 hours.

Section 11. Weekend days off shall be balanced + or - 10% between 8, 9, & 10 hour runs.

Section 12. During the life of this Agreement, ATU agrees to meet and negotiate the elimination of nine (9) hour runs and the affected contract language, if so requested by Metro Transit.

PAYROLL PROCEDURES

EARNINGS TYPE	8 HOURS	9 HOURS	10 HOURS	NOTES
ADM Administrative Leave	RUN TIME	RUN TIME *	RUN TIME	* exact time for short day
FAM Family Leave Sick Pay	FLAT 8 HOURS	FLAT 9 HOURS *	FLAT 10 HOURS	* exact time for short day
FRL Funeral Pay	FLAT 8 HOURS	FLAT 9 HOURS *	FLAT 10 HOURS	* exact time for short day
HOF Floating Holidays	RUN TIME	RUN TIME *	RUN TIME	* 8 hours for short day
HOL Legal Holidays	RUN TIME	RUN TIME *	RUN TIME	* 8 hours for short day
HOP Anniversary/Birthday	RUN TIME	RUN TIME *	RUN TIME	* 8 hours for short day
JUY Jury Pay	FLAT 8 HOURS #	FLAT 9 HOURS * #	FLAT 10 HOURS #	* exact time for short day # minus pymt from court
MIL Military Pay	FLAT 8 HOURS #	FLAT 9 HOURS * #	FLAT 10 HOURS #	* exact time for short day # limited to 15 days/year
REC/ODA Recognition Program	FLAT 8 HOURS	FLAT 9 HOURS *	FLAT 10 HOURS	* exact time for short day
SCK Sick Pay	FLAT 8 HOURS	FLAT 9 HOURS *	FLAT 10 HOURS	* exact time for short day
VSD Vacation/Single Day	FLAT 8 HOURS	FLAT 9 HOURS *	FLAT 10 HOURS	* exact time for short day
VAC Vacation/Whole Week	FLAT 40 HOURS	FLAT 40 HOURS	FLAT 40 HOURS	
VET Veteran's Preference	RUN TIME	RUN TIME *	RUN TIME	* exact time for short day

There shall be no guarantee of 8 hours for 9 and 10 hour run operators working on a holiday.

Operators on vacation hold-down or extra board operators on weekly hold-down take on the same pay characteristics as the operators they are replacing for the week.

ARTICLE 21

TRANSPORTATION DEPARTMENT:

PART-TIME BUS OPERATORS

Effective November 9, 1978, and as amended thereafter, Metro Transit shall hire part-time bus operators in accordance with the provisions of this article.

Section 1. Part-time bus operators shall be covered under the provisions in this Agreement dealing with the probationary period, union membership, union representation, grievance procedures and arbitration.

Section 2. The maximum number of part-time bus operators shall not exceed twenty-four percent (24%) of the total operators on the payroll. Part-time operators assigned to work Monday through Friday schedules may also select work assignments on weekends or holidays from work

available, provided that the total hours paid to each does not exceed thirty (30) hours per week. The total of all weekend and holiday work selected by all weekday part-time operators shall not exceed eighty (80) hours per week.

There is no limit on the number of part-time weekend operators, as long as there are no more than twenty-four percent (24%) system-wide. Part-time operators assigned to work Saturday, Sunday and holiday schedules may also select work assignments on weekdays from work available to weekday part-time operators after the weekday part-time operators have picked their work, provided the total hours paid to each does not exceed thirty (30) hours per week.

Section 3. Part-time weekday bus operators working Monday through Friday schedules shall be scheduled for no more than five (5) hours and fifty-four (54) minutes each day. At no time shall the percentage of Part-time operators one-piece work (defined as an assignment with no unpaid split break) be higher than the percentage of one-piece full-time work.

Charters, vacation reliefs, call assignments and complete regular runs left vacant because of the absence of regular operators shall be worked by full-time operators, except that part-time operators may work fill-ins, S-98 and bus change assignments, when the part-time operator has not pulled into the garage. The total of all such work done by all part-time operators shall not exceed eighty (80) hours per week. Part-time operators assigned to weekends and holidays are permitted to work runs left over after regular operators have picked their runs.

Section 4. Part-time operators shall not work more than thirty (30) hours per week. This limitation can be exceeded only by hours paid for training, mutually scheduled between the employee and Metro Transit. If it becomes apparent the operator will exceed the thirty (30) hour limitation in any given week, and must be taken off their picked work in order to remain under the thirty (30) hour limitation, the operator will be guaranteed no less than their picked pay time. If it is apparent that there was no effort to follow the thirty (30) hour limit, then for each Operator that went over the 30-hour limit there will be a two (2) hour guarantee penalty paid to an agreed upon Operator.

Section 5. Part-time operators shall be paid at the same hourly wage rates as full-time bus operators, subject to progression and cost-of-living escalation.

Section 6. Part-time bus operators shall be paid for all time during which they are required by Metro Transit to perform any duties. Part-time bus operators will be able to choose from the following types of work:

PT Weekday	M - F Rostered	30-hour guarantee
PT Weekend	Sat/Sun/Holiday	May also pick weekday trippers
PT Non-Rostered	Non-Rostered	Up to 30 Hours

Part-time bus operators will be eligible for a guarantee of two (2) hours on any assignment unless the assignment is part of a rostered combination or must be picked from a set minimum number of hours per week to be guaranteed for 30 hours per week. Part-time Operators who work two reports, five days a week Monday through Friday shall receive a premium of one-half (1/2) time

for all time on duty in excess of ten and one half (10.5) consecutive hours not to exceed forty-five (45) minutes paid time. Said premium one-half time shall not be used in calculating the two-hour guarantee. The term "consecutive hours" shall mean the time elapsed from the operator's first report to the time of final release from duty, including plug-in and travel time. The Operator shall not lose any spread penalty pay so long as the Operator works an alternative AM and PM rush hour stub, Monday through Friday.

PT Non-Rostered Operators who pick a minimum of 20 hours will be eligible for insurance, vacation, and sick leave.

Upon ratification, active Part time employees who remain in their Part time work category (Weekend or Weekday Operator) shall remain eligible for their current benefit levels and current pick options.

Section 7. Part-time bus operators shall be eligible for the standard uniform allowance provided in Article 20, Section 42.

Section 8. Part-time bus operators shall be provided free transportation on the lines of Metro Transit in the same manner as it is provided to full-time employees.

Section 9. Part-time bus operators shall not be eligible for paid leave or other fringe benefits applicable to full-time employees, except as specifically provided herein.

Section 10. Part-time operators are entitled to 75% of the contribution to insurance coverage for full-time employees, as defined in Article 35.

Section 11. When Thanksgiving Day, Christmas Day, Fourth of July, Labor Day, New Year's Day, Memorial Day, Juneteenth, or Martin Luther King Day, fall on a scheduled on-duty or off-duty day for a part-time bus operator a holiday allowance of six (6) hours pay at the appropriate straight time rate shall be paid to such part-time employee. The holiday allowance under this provision will not be payable if:

- (a) The holiday falls within the probation period;
- (b) The employee is absent from duty without good cause or excuse on the day preceding and the day following the holiday; and
- (c) The employee is on a non-pay status of any nature.
- (d) Part-time weekend operators will not receive holiday pay. Part-time weekend operators will receive time and one half for all hours worked on a holiday listed above.
- (e) PT-Non-Rostered Operators will not receive holiday pay. Should they elect to work on a holiday listed above, they will receive time and one-half for all hours worked on the holiday.

Section 12. Part-time operators shall be entitled to vacation pay payable when the vacation is taken. If the vacation time is not taken by December 31st, the remaining balance will be paid on the first full pay period of the new year.

Effective January 01, 2013, part-time operators will earn vacation in accordance to the following schedule:

Number of years of Continuous and Active Service	Maximum Number of Hours of Vacation Pay at Prevailing Rate for Applicable Classification
1	30
2	60
6	90
11	120
18	150
25	180

Effective January 1, 1990, a part-time operator who transfers to full-time status shall accrue for vacation purposes a credit for number of years of continuous and active service equal to fifty percent (50%) of the time spent in part-time employment from January 1, 1990.

Effective January 01, 2013, a part-time operator who transfers to full-time status shall accrue for vacation purposes a credit for number of years of continuous and active service equal to one-hundred percent (100%) of the time spent in part-time employment.

Effective with the 2014 vacation accrual, all PT employees who transferred to FT status and received less than 100% credit for the number of years of continuous active service will have their vacation accrual date adjusted to reflect 100% credit. Vacation accrual amounts for 2014 and future years will reflect this change in credit.

PART-TIME VACATION DAY-AT-A-TIME

Part-time operators who have completed one (1) year of continuous active service shall have the right to pick one (1) day-at-a-time vacation. Effective for the 2025 vacation pick, at least (2) weeks prior to the selection of vacations, Employees eligible for four (4) or more weeks of vacation may elect to reserve up to three (3) weeks to be taken one (1) day at-a-time.

Weekday part-time operators taking vacation day-at-a-time will be paid for six (6) hours each day taken.

Weekend part-time operator's vacation day-at-a-time will pay eight, nine or ten hours for each day depending on the classification of their work.

The following terms and conditions shall apply to requesting and taking days off:

1. Requests for time off must be made no more than ninety (90) days and no less than 9:00 AM the preceding day. Requests on the ninetieth (90th) day will be granted according to seniority. Thereafter, requests will be granted on a first-come, first-served basis; seniority will not be a factor.
2. Vacation days not taken by December 31st will be paid.

3. Granting of the requested time off will be at the discretion of the individual employee's manager, based on workload and/or work force availability.

PT-Non-Rostered Operators, hired after ratification, picking a minimum of 20 hours/week will be eligible to earn vacation time from their date of hire. Vacation weeks for non-rostered PT Operators, hired after ratification, shall be paid at their regular picked hours for the week.

Section 13. In accordance with the requirements of the law, part-time bus operators shall be covered by the provisions of the Social Security Act.

Section 14. Part-time bus operators will accrue seniority on a system basis among part-time operators. Part-time operators shall have first right of selection for full-time operator positions based on their seniority as a part-time operator. **A part-time bus operator who applies and is accepted for employment as a full-time employee shall for all purposes accrue service seniority only from the date of hire as a full-time employee.** Part-time operators who are accepted for full-time positions shall receive their current rate of pay while in training.

Clean up language to specify full time employment as operator

Section 15. Part-time operators will pick work on the same basis as full-time operators from work available for part-time operators, except for weekday part-time operators doing two reports. Effective October 27, 2000, weekday part-time operators doing two reports shall have their work rostered or must pick a set minimum number of hours per week to be guaranteed payment for 30 hours each week. In the event the pay time of a part-time operator's picked work changes during the pick, the operator may accept the changed pay time or accept substitute work. The changed or substituted work will be the new pay time. Part-time operators who work weekends and holidays may elect to work weekday trippers which were not posted as part of the pick once the pick is completed. Work may be picked daily off the open work-fill sheet on a first come basis. Part-time operators may be bumped by Full-time Operators, Garage Coordinators, Instructors, Dispatchers and Miscellaneous Operators according to the timeframes below:

- a) Part-time Operators cannot be bumped off an AM piece of work after 9:00 p.m. the preceding day.
- b) Part-time Operators cannot be bumped off a PM piece of work less than two (2) hours before scheduled plug-in.

Section 16. No full-time operators on the payroll December 1, 1986 shall be laid off while part-time operators are employed. In addition, full-time operators hired after December 1, 1986 who accumulate two (2) years of full-time service shall not be laid off until all part-timers have been laid off.

Full-time operators hired after December 1, 1986 will have the option of being laid off or bumping back to part-time status with their former part-time seniority. Laid off bumped operators will be recalled by full-time seniority.

Section 17. Part-time operators shall receive time and one-half for all work or time on duty in excess of eight (8) hours in any one day.

Section 18. Part-time operators shall be released from work for jury duty as provided for in Article 31. The employee shall be paid for all scheduled work missed as the result of absence for jury duty at the employee's regular straight time rate except that a deduction shall be made for jury fees received.

Section 19. A part-time operator who misses may be required to take out such work as is available at the manager's discretion. If the part-time operator is required to work an assignment and can do so without losing mileage, the miss will be noted on the record, but will not count as an occurrence under the absenteeism policy. Chronic missing will not be tolerated and may result in further disciplinary action.

Section 20. In the event a part-time operator's work is cut from the schedule temporarily, the operator may be assigned substitute work at the manager's discretion for the duration the work is cut.

Section 21. When the part-time operator's picked school tripper is cut, due to school closings, part-time operators may pick open trippers. For this provision only, they may choose work other than what is available from the part-time pick or work their double-over assignment.

Section 22. SICK LEAVE – See Article 16 for provisions.

Section 23. Part-time operators who are known to be absent for the duration of a pick period, or incapable of working their chosen run for any reason, shall pass. In the event that they do return to work, they shall pick from the available part-time work, or if none is available, a combination will be made.

ARTICLE 22 GARAGE DISPATCHERS

Section 1. The regular workweek for employees who are garage dispatchers shall be forty (40) hours per week, consisting of five (5) consecutive days of eight (8) hours each, insofar as practicable. There shall be eight (8) hours off between shifts. Days off for garage dispatchers shall be chosen in accordance with seniority. Picks shall be held quarterly.

Section 2.

- (a) Metro Transit will promote, according to seniority, employees who in the opinion of Metro Transit possess the most acceptable qualifications, from the ranks of its own employees in the occupational groups covered by these rules and regulations to fill vacancies. When a vacancy occurs, the vacancy will be filled at the time of the quarterly pick or earlier if deemed necessary. If a shift is added or deleted, a system pick will be held within thirty (30) days or at the next quarterly pick, whichever is earlier.
- (b) Bus operators promoted to the position of garage dispatcher shall hold their established bus seniority while holding such positions, but the years for determining seniority in the position of garage dispatcher shall be based upon the original date of employment for continuous service as a garage dispatcher. Employees in this Department who are promoted to other positions shall, in the event such position is abolished, revert back to their former seniority in this Department.

- (c) Dispatchers shall be eligible for the standard uniform allowance provided to Operators in Article 20, Section 42.

Dispatchers hired during a particular year will receive a prorated allowance based on the number of months remaining in a given year, after four (4) full months of employment.

Section 3.

- (a) Dispatchers cannot be bumped off an AM piece of work after 9:00 p.m. the preceding day.
- (b) Dispatchers cannot be bumped off a PM piece of work less than two (2) hours before scheduled plug-in.

Section 4. All Dispatchers and Relief Dispatchers when instructing will receive an additional one dollar (\$1.00) per hour for every hour of instruction.

Section 5.

Open dispatch shifts at a garage will be filled in seniority order by:

- a) Full-time Dispatchers (home garage)
- b) Relief Dispatchers (home garage)
- c) Full-time Dispatchers (foreign garage)
- d) Relief Dispatchers (foreign garage)

Dispatchers filling open shifts must be able to do the work of the shift they are covering.

Section 6. All full-time Dispatcher shifts must be picked in seniority order by 12:00 Noon Wednesday prior to the start of the workweek. Relief Dispatch shifts for the same workweek must be picked in seniority order before 12:00 Noon Thursday.

Section 7. The Dispatcher serving as the System Pick Coordinator shall be paid two dollars (\$2.00) per hour, in addition to their regular rate of pay, while conducting a System Pick.

ARTICLE 23

MECHANICAL DEPARTMENT

Overhaul Facility and Operating Garages

Section 1. The regular workweek for all Overhaul Facility employees shall be forty (40) hours consisting of five (5) consecutive days of eight (8) hours each - Monday to Friday, inclusive - except for building maintenance employees needed to work on building systems whose shifts may involve weekend work.

Section 2. Time and one-half will be paid to all employees in the Overhaul Facility for work on Saturdays and Sundays, except building maintenance employees whose regular shifts may include weekend work as provided in Section 1.

Section 3. Overtime in the Overhaul Facility will be worked by the shop division in which that work is normally performed and rotated according to seniority within the job description and classification needed to do the work. Overtime in the service garages will be rotated by seniority

within the classification among those employees who elect to make themselves available for overtime work, as follows:

- (a) Employees declining to work overtime will make known their wishes in writing and will be removed from the Overtime List.
- (b) Employees may have their name added or removed from the Overtime List at any time by notifying their supervisor in writing.

Section 4. The years of service for determining seniority of any employee shall be based upon the original date of employment for continuous service in the Mechanical Department. Effective January 07, 2013, see Article 23.5, Section 2 for details on seniority.

Section 5.

- (a) The regular workweek for operating garage employees shall be forty (40) hours. The regular workday shall be either eight (8) hours or ten (10) hours. The workweek shall be made up of such number of consecutive days as Metro Transit may require in each week to maintain its operations, providing no workweek shall be more than five (5) eight (8) hour days or four (4) ten (10) hour days. There shall be three (3) shifts in the operating garages for scheduling and overtime purposes; Shift #1 from 4:00 a.m. to 11:59 a.m., Shift #2 from 12:00 Noon to 7:59 p.m. and Shift #3 from 8:00 p.m. to 3:59 a.m.
- (b) It is necessary to require employees in the operating garages to be on duty every day in the year. Therefore, no overtime will be paid to employees for working on Sundays and legal holidays as such, except as provided in Article 18 of this Agreement. In order to meet this demand, working schedules will be arranged which will require the minimum number of employees on legal holidays. These working schedules will be made up a sufficient time in advance to enable the employees to plan their affairs accordingly.
- (c) There will be a mechanic technician in charge of the operating garages at all times when a supervisor is not present; the mechanic technician in charge shall receive \$1.35 per hour when performing in such capacity. The mechanic technician in charge will be determined by seniority.
- (d) Mechanical Department employees will be required to do any and all work within their department. In the installation of heavy units such as motors, transmissions, rear housing, heavy springs, etc. some phases of this operation will require more than one employee. In these phases Metro Transit will have two (2) employees available.

Metro Transit will assign more than one (1) employee to the assignment of changing tires where such tire change requires more than one (1) person.

Section 6.

The occupational groups are to be as follows:

- Group 1. Motor Builders, Motor Specialists, Transmission Overhaul Specialists, Mechanic Technicians, Engineering and Facilities Technicians.
- Group 2. Skilled Helpers.
- Group 3. Helpers.
- Group 4. Cleaners.

Effective January 07, 2013: See Article 23.5 Section 12 for Vehicle Maintenance Group and Engineering & Facilities Occupational Groups information.

Section 7. When Metro Transit reduces the number of employees in the Mechanical Department, it shall be done in accordance with straight seniority.

Section 8. The time of vacation shall be from January 1 to December 31, with seniority rights applying in each garage. Employees may select vacations according to seniority within the weeks made available. No less than three (3) employees shall be allowed to choose their vacation during any vacation period.

Section 9.

(a) Each Mechanical Department employee, shall within their classification, pick their work schedule, including primary job description (including mechanic technician in charge duties), hours of work, days off and vacation by seniority. If the schedule includes weekend work the employee may select weekdays off from the available weekdays.

This picking is to be done on or about January 1st of every other year or more often if necessary. Vacations shall be picked yearly.

The work schedule including primary job description, hours of work and days off shall be posted not less than twenty (20) days preceding the end of the payroll period closest to January 1st.

All jobs will be considered vacant at the time of the pick.

(b) For purposes of this section only, mechanic technicians, motor specialist, transmission overhaul specialist, motor builders and Engineering and Facilities facilities technicians shall be considered as one classification.

Effective January 04, 2014, see Article 23.5, Section 7 for information relating to picks.

Section 10.

(a) When an employee in the Mechanical Department is required to remain on the job after having completed a regular day's work, said employee shall receive time and one-half for such work, provided the employee is informed at least thirty (30) minutes before the close of the regular working schedule. If said employee has not been notified at least thirty (30) minutes before the close of the shift, the employee shall be paid time and one-half with a minimum of one (1) hour straight time.

(b) When an employee in the Mechanical Department has left their place of employment and is called back to work, the employee shall receive time and one-half for such work, but in no event shall receive less than two (2) hour's pay at the regular rate.

Section 11. Mechanical Department employees will receive five (5) changes of work clothes per week. Mechanical Department employees who are required to work out-of-doors where they are

subjected to weather conditions, shall be furnished with a parka and other suitable protective clothing.

In addition, Metro Transit will furnish a pair of work gloves for all employees in the Mechanical Department. Replacement of worn-out gloves will be made upon presentation of the old pair to the employee's supervisor.

Section 12.

- (a) Metro Transit realizes that requiring employees to transfer carries with it certain inconveniences to them and Metro Transit, and therefore, Metro Transit agrees to use every practical means to hold this transferring to a minimum, and agrees to return such employees to their original work as soon as practicable. Such transfer shall be made only in accordance with seniority except where special qualifications are required.
- (b) In the event the fluctuation of work requires transferring of employees from one area/department to another area/department within each Mechanical Department, they will be transferred to this work without reduction in rate of pay, except when such transfers are the result of a reduction of force. If the period for such transfer is known to be for more than two (2) weeks, qualified employees will be given three (3) days in which to elect to be transferred according to seniority by garages and departments. The employees will be permitted to volunteer to transfer to such departments or garages, and in the event that not enough employees volunteer to transfer, the lowest seniority will be required to transfer.

During such three (3) day period, Metro Transit may transfer any qualified employee.

Section 13.

- (a) When a vacancy occurs in any classification in the Mechanical Department, employees shall be allowed to bid according to seniority on such vacancy according to the procedure outlined in Section 13(e)(3) of this Article. In each classification, senior employees bidding on such vacancy shall be allowed to transfer to, and do the work which the vacancy has created, in the same occupational group. Such transfers shall be held to three (3) in each classification except mechanic technicians or above, where four (4) transfers will be allowed.
- (b) Metro Transit agrees to fill vacancies and new positions created in the Mechanical Department up to the position of supervisor according to seniority, provided the senior employee is qualified, by promotion of mechanic technicians, skilled helper to mechanic technician, and helper to skilled helper. Cleaners hired after May 1, 1981 who can qualify may bid on helper positions. When no qualified employee in the Mechanical Department bids on an available helper position, Metro Transit may recruit for qualified helpers. In either case, the same qualifications would apply for cleaners bidding on helper positions or for recruiting entry level helpers. Cleaners hired prior to May 1, 1981 shall be deemed qualified to bid the helper positions.
- (c) Metro Transit agrees to fill vacancies in mechanic classifications by promotion of skilled helpers in the Mechanical Department. The skilled helper with the most seniority shall be promoted to the vacancy. In case of any question as to the employee's qualifications, said

employee shall be given a thirty (30) day trial period in order to prove their qualifications. This time may be extended by mutual agreement.

- (d) In the event no skilled helper applies for the vacancy, helpers shall be entitled to bid and qualify for the vacancy; but Metro Transit shall have the right to fill such vacancy according to qualifications, following seniority as closely as possible.
- (e) When a vacancy occurs:
 - 1. Metro Transit shall post notice of such vacancy within three (3) days after vacancy occurs. Such notices for mechanic technician classification shall give the primary job description.
 - 2. Employees shall have three (3) days to make application for such vacancy after notice is posted. Employees cannot bid on a job they have successfully bid off within the preceding thirty (30) working days.
 - 3. Because the filling of a posted vacancy may result in subsequent vacancies in the same or lower classifications, the procedures outlined in 1 and 2 above will be repeated until qualified employees for all such vacancies have been selected.

Within three (3) days after the application period for each posting has closed, Metro Transit will make the change effective.

No overtime will be paid to make up time lost due to a transfer in shift due to posting. Time can be made up working the first regular day off at straight time at the new location.

In the event a senior employee is temporarily absent from work for any reason during the period a vacancy occurs, such employee must advise the ATU official and the employee's supervisor of their preferences for positions that may become vacant during such absence. Failure to so inform the ATU officials and the employee's supervisor will result in the position being filled by the next senior, qualified employee making formal application. A copy of all notices of vacancies shall be sent to the office of the ATU at the time they are posted and the ATU will be advised of the name of the employee who is permanently assigned to fill the vacancy.

- (f) All helpers having accumulated five (5) years of service in the helper classification shall be promoted to skilled helper, providing that said employee can qualify after being given a thirty (30) day trial period. This provision does not apply to employees hired after December 1, 1986.
- (g) Employees in the Mechanical Department reclassified from a higher classification to a lower classification will not be required to continue to do the work in the higher classification, but will be put on work which requires the skill of such lower classification.
- (h) Up to five (5) positions may be made available, determined by seniority, for bus maintenance employees enrolled in an approved two (2) year vocational heavy-duty mechanic training program.

While in the program the employee may be required to perform all work in the department. The hours and location of work set up for this program will only be available to employees in this program and will be picked by seniority. A reduced daily work schedule for work during school days may be allowed up to a maximum of four (4) hours off per day, unpaid. Overtime will be paid in accordance with provisions of Article 19.

While in the program, employees will be required to have the minimum tools required of a mechanic and shall receive the tool allowance at the mechanic rate. During the first year of the program, employees shall be paid no less than 90% of the Helper rate; during the second year of the program employees shall be paid no less than 90% of the Skilled Helper rate.

Bus maintenance employees are responsible for enrollment and acceptance into an accredited/approved vocational program. All tuition, fees, books and any other costs associated with the program are the sole responsibility of the employee. After successful completion of the program, employees will return to a Helper or Cleaner position and will then be eligible to bid up or fill open Mechanic/Skilled Helper positions, based on seniority. Upon placement in a full-time skilled helper/mechanic position in Bus Maintenance, the employee shall receive tuition reimbursement not to exceed \$8,000 of the actual tuition costs paid by the student.

Section 14.

- (a) Employees in the Mechanical Department shall be allowed five (5) minutes at the end of each working day for putting away tools and washing up.
- (b) Rest periods of ten (10) minutes each shall be provided for employees in the Mechanical Department, the first such period within the first four (4) hours of the employee's shift and the second such period within the employee's second four (4) hours of the shift.
- (c) Employees in the Mechanical Department shall be allowed five (5) minutes each working day for clean-up immediately before the lunch break.

Section 15. Traveling time will be paid to employees of the Mechanical Department when assigned to jobs at a location away from their regular garage. No travel time will be paid while traveling from such job unless the employee is required to report back to the regular garage. Travel time will not be paid to employees in designated floater positions.

Section 16. Tool Allowance/Tool Lists Tool lists that have been jointly developed and finalized (Bus Maintenance, LRV Maintenance, E&F Facilities Technician/Public Facilities, Commuter Rail, Traction Power, Track, Signals, SCADA/Com) will be effective 01/01/2019. The classifications will be grouped as follows: vehicle technicians; non-vehicle technicians; skilled helpers and; helpers/public facility workers. Upon initial appointment as a vehicle technician, employees will be required to have the complete required tool list within twenty-four (24) months of hire. Employees transferring via Vehicle Department Move (VDM), will be required to obtain tools specific to their new department within ninety (90) days of VDM. Effective January 01, 2018, tool allowances will be paid no later than March 1st of each year.

The annual tool allowance rates will be as follows: non-vehicle technicians - \$500.00; skilled helpers - \$250.00 and; helpers/public facility workers - \$120.00.

Vehicle technicians:

2023-2026
\$650

Employees newly hired or appointed as a vehicle technician will receive a one-time payment of \$1,500.00 upon completion of their probationary or evaluation period. This excludes vehicle technicians that are rehired or reappointed.

Upon ratification (January 24, 2018), current vehicle technicians will receive a one-time payment of \$1,500.00 to assist in transition to the new tool lists.

Track Maintainers shall receive the allowance at the non-vehicle technician level (\$500).

Within 30 days of January 24, 2018, Metro Transit and ATU shall start meeting monthly to develop an insurance program for tools and toolboxes that would go into effect no later than December 01, 2018.

Section 17. When a vacancy occurs in the mechanic technician classification it shall be filled by the mechanic technician with the most seniority bidding the job and such employee shall be given a thirty (30) working day trial period. If such employee cannot qualify for the job within the thirty (30) working day trial period, there will be a consultation with the ATU representative.

Section 18. Mechanic Technician Certifications Mechanic Technicians in the Bus Maintenance Division are required to perform all work within the Division, regardless of certification. Mechanic Technicians and above are eligible to be reimbursed for the registration fee for each successfully passed ASE bus maintenance certification in the following disciplines: HVAC, Electrical/Electronic Systems, Diesel Engines, Brakes, Drive Train, Suspension and Steering, and Preventative Maintenance and Inspections.

Fees for tests that are failed will not be reimbursed.

Mechanic Technicians who were certified prior to January 07, 2013 will continue receiving certification pay until those certifications expire.

ARTICLE 23.5

MAINTENANCE SENIORITY

VEHICLE MAINTENANCE SENIORITY AND ENGINEERING & FACILITIES SENIORITY

1. Vehicle Maintenance Group Departments

- (a) The following maintenance departments make up the vehicle maintenance group:
- Bus Vehicle Maintenance
 - Non-Revenue Vehicle Maintenance
 - Light Rail Vehicle Maintenance

- Commuter Rail Vehicle Maintenance
- (b) Other maintenance departments such as LRT Traction Power, LRT SCADA, LRT Track, Farebox, Commuter Rail Electronic Technicians and the Radio Shop are not considered part of the vehicle maintenance group.
- (c) Engineering & Facilities is considered a Facilities department and is not considered part of the vehicle group (Public Facilities Workers refer to Section 8).
- (d) Bus Maintenance as referred to in this article consists of Bus Vehicle Maintenance, Non-Revenue Vehicle Maintenance and Engineering & Facilities.

2. Effective January 07, 2013, employees that work in the following departments will be considered part of the vehicle maintenance group and along with other grandfathered employees and will transition to one seniority list:

- (a) Non-Revenue Vehicle Maintenance will retain current Non-Revenue Vehicle Maintenance, Bus Vehicle Maintenance and Commuter Rail Vehicle Maintenance seniority and will begin to accrue Light Rail Vehicle Maintenance seniority.
- (b) Bus Vehicle Maintenance will retain current Bus Vehicle Maintenance, Non-Revenue Vehicle Maintenance and Commuter Rail Vehicle Maintenance seniority and will begin to accrue Light Rail Vehicle Maintenance seniority.
- (c) Commuter Rail Vehicle Maintenance will retain current Commuter Rail Vehicle Maintenance, Bus Vehicle Maintenance and Non-Revenue Vehicle Maintenance seniority and will begin to accrue Light Rail Vehicle Maintenance seniority.
- (d) Light Rail Vehicle Maintenance will retain current Light Rail Vehicle Maintenance and Commuter Rail Vehicle Maintenance seniority and will begin to accrue Bus Vehicle Maintenance and Non-Revenue Vehicle Maintenance seniority.
- (e) Light Rail Vehicle Maintenance employees with Bus Maintenance seniority prior to January 07, 2013 will retain this seniority.

3. After January 07, 2013, seniority in Engineering & Facilities will be as follows:

- (a) Employees with Bus Maintenance seniority prior to January 07, 2013 will have and continue to accrue Engineering & Facilities seniority.
- (b) Employees in Engineering & Facilities with Bus Maintenance seniority prior to January 07, 2013 will have vehicle group seniority as defined in Section 2.
- (c) Employees in Light Rail Vehicle Maintenance prior to January 07, 2013 will begin to accrue Engineering & Facilities seniority after January 07, 2013. Other LRT mechanical departments will not have or accrue Engineering & Facilities seniority.
- (d) Employees hired into Engineering & Facilities after January 07, 2013 would not accrue vehicle group seniority.
- (e) Employees hired into the vehicle maintenance group after January 07, 2013 would not accrue Engineering & Facilities seniority.

4. Vehicle Maintenance Group Seniority and Other Light Rail Maintenance Departments

- (a) Employees in non-vehicle Light Rail Maintenance departments with Light Rail seniority prior to January 07, 2013 would continue to accrue Light Rail Vehicle seniority per the current practice, but would not accrue vehicle maintenance group seniority.
- (b) Employees hired into non-vehicle Light Rail Maintenance departments after January 07, 2013 would not accrue Light Rail Vehicle seniority or vehicle group seniority.

5. The bidding process is awarded in the following order. This pertains to all mechanic occupational groups as identified in the occupational group table in Section 12:
- (a) After January 07, 2013, for bidding purposes, employees with vehicle group seniority in Bus Vehicle Maintenance, Non-Revenue Vehicle Maintenance and Engineering & Facilities are considered one department.
 - (b) Employee must have all certifications and licenses that are required to transfer into the job at the time of the job posting close date.
 - (c) Bidding is awarded in the following order:
 1. BID is awarded to the most senior qualified employee in the same occupational group in the department.
 2. BID is awarded to the most senior qualified employee in a lower mechanical occupational group in the department, in occupational group order.
 - (d) In Light Rail Vehicle and Commuter Rail Vehicle Maintenance, the open job after bidding process is put up for Vehicle Department Move (VDM).
 - (e) In Bus Maintenance departments, occupational group 1 jobs will be posted for 5 movements; lower occupational group jobs will be posted for 4 movements with the 4th movement available to lower occupational groups only. BID on the 5th move for occupational group 1 jobs will be awarded as follows:
 1. To the most senior qualified employee in a lower occupational group in occupational group order.
 2. To the most senior qualified occupational group 1 employee within the department. If a 5th move BID is awarded to an occupational group 1 employee in the department, the open job from this move goes out for external hiring and does not go to step 3.
 3. To a Vehicle Department Move.
 - (f) Commuter Rail and Bus Vehicle Maintenance cleaners must Vehicle Department Move to move departments.
 - (g) Effective with the implementation pick on January 04, 2014, Engineering & Facilities janitors who have successfully completed their probationary period will be offered cleaner positions concurrent with the VDM movement. This is a Request to Move (RTM) and will follow the VDM process as defined in 6-a, 6-e, 6-f and 6-h and will be awarded to the most senior janitor that submitted a RTM. A VDM is awarded before a RTM.

6. Vehicle Department Move (VDM)

- (a) Job openings will be posted in the affected department and will go through the bidding cycle. The remaining opening will be posted for a VDM. The opening from the VDM award will be posted in the affected department and will go through the bidding cycle. The resulting opening will be filled by external hire.
- (b) Employee must have vehicle group seniority and be in a mechanic occupational group as identified in the occupational group table in Section 12.
- (c) To be eligible to VDM, an employee must have successfully completed their probationary period and be able to meet all pre-award and post-award qualifications and requirements of the job as indicated on the job posting.
- (d) An employee must pass a qualifying assessment relative to the position unless the employee was previously in the department within the last three years. Employees must

take the department entrance assessment in advance of submitting a VDM which is good for three (3) years from the date of the assessment.

- (e) No Work Record Evaluation (WRE) will be required and there will be no six-month evaluation period.
- (f) Upon award, the employee will report at a predetermined time for a meet and greet with the manager of the new department to see the work area, understand position responsibilities, position job tasks and discuss their work record. The employee can decide within the first three days that this is not a good fit, cancel the transfer and return to their previous position. The first week's schedule may vary and at some point employees may be required to come in on their actual shift.
- (g) At any time if an employee is unable to perform and cannot do their job and the situation is a non-disciplinary, they will be put into a temp job for 30 days with the same days off and hours and should BID or VDM to a position they qualify for. If they are still in the job after 30 days, they will be placed in an area where they are most needed and they will be disqualified from that position and may possibly be moved to a different department.
- (h) After moving departments an employee will have a minimum one-year time commitment to that department.
- (i) Only one employee may VDM out of Commuter Rail Vehicle Maintenance every six (6) rolling calendar months. The rolling calendar starts when someone transfers out. This does not include cleaners.
- (j) Only one employee may VDM or BID out of Non-Revenue Vehicle Maintenance every three (3) rolling calendar months. The rolling calendar starts when someone transfers out.
- (k) Employees with vehicle maintenance group seniority cannot apply via an internal/external application (currently NEOGOV) for other vehicle maintenance group jobs.
- (l) Employees that want to Vehicle Department Move must submit a VDM. The VDM will be awarded in the following order:
 - 1. VDM is awarded to the most senior qualified employee in the same occupational group in another vehicle maintenance group department by seniority in the open job department.
 - 2. VDM is awarded to the most senior qualified employee in a lower mechanic occupational group in another vehicle maintenance group department by seniority in the open job department.

7. Each department within the vehicle maintenance group will have an independent pick at a minimum of every two years (biennial) and this will go into effect the first payroll period in January. Employees are not able to "elect" to participate in another departments pick.

8. Public Facilities Picks

- (a) Public Facilities Technicians will not participate in the Engineering & Facilities pick.
- (b) Public Facilities Workers in Engineering & Facilities will be considered part of Bus Vehicle Maintenance for the purposes of bidding and the biennial pick and will not participate in the Engineering & Facilities pick.

9. In the case of a bump, normal practices apply; employees bump within department, in seniority order, in occupational group order. At the point that the bump reaches the lowest point

it can reach in that department, they may bump to another vehicle maintenance group department if they have seniority over an employee in the same or lower occupational group.

10. The seniority aspects of this article will go into effect January 07, 2013. The Vehicle Department Move (VDM) and Request to Move (RTM) aspects of this will go into effect on January 04, 2014, the effective date of the final “cleanup” pick. The cleanup pick is planned to go into effect no earlier than the beginning of the first payroll period in 2014, contingent upon ratification of this contract no later than October 1st 2013. The next pick in each department will take place two years after the cleanup pick and will be considered the biennial pick.

11. Metro Transit will work with ATU seeking input and feedback in the development of the testing and the qualification process in the vehicle maintenance group.

12. Vehicle Maintenance Group and Engineering & Facilities Occupational Groups and Classifications

Occ Group	VEHICLE MAINTENANCE GROUP				Occ Group #
	BUS VEHICLE MAINTENANCE	LIGHT RAIL VEHICLE MAINTENANCE	COMMUTER RAIL VEHICLE MAINTENANCE	NON-REVENUE VEHICLE MAINTENANCE	
MECHANIC OCCUPATIONAL GROUPS	Mechanic Technician	Foreperson Electro Mechanic Technician	Mechanic, Commuter Rail	Mechanic Technician	1
		Electro Mechanic Technician	Foreperson, Commuter Rail Mechanic		
		Electro Overhaul Technician			
		Paint/Body Technician			
			Skilled Helper, Commuter Rail		
	Skilled Helper			Skilled Helper	
	Helper	LRT Helper		Helper	
	Cleaner		Cleaner, Commuter Rail		
				3	
				4	
				5	

FACILITIES GROUP	Occ Group #
ENGINEERING & FACILITIES	
Licensed Lead Electrician	1
Licensed Master Electrician	
Licensed Journeyman Electrician	
Licensed Maintenance Electrician	
Facilities Technician – Chief Engineer’s License Required	
Facilities Technician	
Apprentice/Electrician	
Foreperson, Facilities Maintenance	
Foreperson, Facility Systems Maintenance	
Skilled Helper	3
Public Facilities Worker	4
	5

13. A one-time bus maintenance pick, shall occur no later than January 1, 2019 for Non-Revenue Vehicle Maintenance and Bus Vehicle Maintenance as a combined group. Non-Revenue Vehicle Maintenance training shall be provided in 2019.

ARTICLE 24

ELECTRONICS REPAIR

Metro Transit radio and destination sign work will be accomplished by employees assigned to the Electronics Repair Department except as noted below.

Metro Transit ATU employees will maintain Metro Transit radio and destination sign equipment with the exception of the computer and computer-related equipment. The computer and computer-related equipment may be subcontracted or maintained by Metro Transit electronics technicians and/or other employees at the option of Metro Transit.

All commuter rail radio work will be performed at the discretion of management with the following exceptions:

Microwave Radio System

- Maintenance to be done by radio repair shop
- Minimal troubleshooting and removal of dish (antenna) from towers and poles may be done by subcontractor
- Ground-level components to be maintained by radio repair shop

AVL and Components (GPS) (IVLU, MDT, Wi-Port, Data Radio)

- Maintenance to be done by radio repair shop
- AVL components will be pulled by non-radio shop bargaining unit employees and sent to the radio repair shop
- Access point hardware at Big Lake periodic checks will be done remotely by radio repair shop as it is done by radio shop for bus garages now. If there is a failure, non-radio shop bargaining unit employees will do diagnostic checks of transmitter and receiver at Big Lake on site and ship to radio shop if necessary
- Programming of non-FRA regulated Wi-Port, data radio and IVLU flash card to be done by radio shop

Nothing in the Agreement prevents management from assigning other work to radio shop employees. Nothing in this Agreement requires management to assign commuter rail related work to radio shop other than work stated in this Agreement and other than future service truck mobile and non-train, non-railroad portable radios.

Electronic Repair department employees will repair the LRV radio transceivers, radio heads and antennas for light rail. All LRV destination sign work will be completed by employees at light rail.

There will be two job classifications within Electronics Repair - Electronics Technician and Senior Electronics Technician.

ARTICLE 25

MATERIAL MANAGEMENT DEPARTMENT

Section 1. The regular workweek for employees in the Material Management Department shall be forty (40) hours per week, consisting of five (5) consecutive days of eight (8) hours each.

Section 2.

- (a) Vacancies within the Material Management Department will be posted and filled according to Article 6, Section 8 of this Agreement.
- (b) The years of service for determining department seniority shall be based upon the original date of employment for continuous service in the Material Management Department.
- (c) There shall be a separate vacation pick for the Material Management Department. The time of vacation shall be from January 1 to December 31. Employees may select vacations according to seniority within the weeks made available. The number of employees allowed to choose their vacation during any vacation period will be posted with the pick.

Section 3. When overtime is offered in the Material Management Department, the classifications of Stockkeeper and Lead Stockkeeper will be combined for the purpose of overtime.

Overtime, when offered, will be offered in the following manner:

1. To those employees at or above the job classification of the job to be filled who are assigned to and located at the location where the overtime is to be performed. When/if there is a dispute at the location where the overtime is to be performed regarding who will work the overtime; the location will utilize a rotating seniority list based upon department seniority. The location list for employees at the Overhaul Base will be maintained by management, all other location lists will be maintained at the location by Material Management employees at the location represented by ATU.
2. If an employee at the location where the overtime is to be performed is not available, the assignment of such overtime may then be offered on the basis of rotation department seniority starting at and above the job classification of the job to be filled.
3. If no one at and above the job classification to be filled is available, the assignment of such overtime may then be offered on the basis of rotating department seniority below the job classification of the job to be filled.

When an employee in the Material Management Department is required to remain on the job after having completed a regular day's work, said employee shall receive time and one-half for such work, provided the employee is informed at least thirty (30) minutes before the close of the regular working schedule. If said employee has not been notified at least thirty (30) minutes before the close of the shift, the employee shall be paid time and one-half with a minimum of one (1) hour straight time.

Section 4. There shall be a department-wide pick on or about December 1st of every year or more often if necessary. The work schedule, including primary job description, hours of work and days off, shall be posted not less than twenty (20) days preceding the end of the payroll period closest to December 1st. The picking of work schedules shall be completed not less than three (3) days preceding the end of that payroll period and the work schedules, as picked, shall be put into effect with the first day of the following pay period.

Section 5. Except for office clerical employees, Metro Transit shall provide five (5) changes of work clothes per week and shall issue one jacket for use during working hours for employees in the Material Management Department.

ARTICLE 26

ENGINEERING AND FACILITIES

Section 1. Effective October 27, 2000, Metro Transit has established a separate Engineering and Facilities Department that includes Janitorial, Facilities Maintenance and Public Facilities Maintenance. Therefore, all applicable contract language, work rules, and practices shall transfer from Article 23 for the Maintenance Department, with the exceptions noted in this Article.

Section 2. Janitors shall remain as a separate group.

- (a) Years of service for determining seniority shall be based upon the original date of employment for continuous employment in the Janitor group.
- (b) Metro Transit will promote, according to seniority, employees with the most acceptable qualifications from the ranks of its own employees in this department to fill vacancies.
- (c) There will be a separate pick for Janitors once a year on or about January 1, more often, if necessary. Except for designated floaters, janitors will not be relocated from their picked location. Overtime at each facility shall be rotated according to seniority.

Section 3. Notwithstanding the provisions of Article 6, all positions other than Janitors retain Mechanical seniority. Effective January 07, 2013, see Article 23.5, Section 2 for details on seniority.

Section 4. Janitorial and Maintenance activities for rail, including stations, will be performed by Janitorial, Facility Maintenance and Public Facility Maintenance staff. These positions will receive work direction from the facilities technician, foreperson or a supervisor. Public Facilities job activities traditionally performed by Facility Maintenance (electrical, painting, carpentry, etc.) may continue to be performed by Facility Maintenance. Activities such as HVAC, glass panels, power washing, landscaping, snow removal, etc., may be done by either Facility Maintenance or Public Facility Maintenance.

Section 5. Janitorial staff with rail duties will be required to move from station to station and will have a specified start and finish time at a designated facility and will not be considered floaters unless specified. Some janitorial staff will not be required to move from station to station as a part of their picked job.

All Janitorial staff (except positions located at the Hiawatha LRT O&M facility) and employees hired after July 1, 2002 will be required to have a valid Class D driver's license.

Section 6. Facilities Technician Certifications

Facilities Technicians who were certified prior to January 07, 2013 will continue receiving certification pay until those certifications expire.

ARTICLE 27

OFFICE AND CLERICAL EMPLOYEES

Section 1. The regular workweek for all office employees shall be forty (40) hours consisting of five (5) consecutive days of eight (8) hours each, Monday to Friday, inclusive.

Section 2. Employees working overtime shall be paid at the rate of time and one-half. Employees from any other department or classification, who perform as information clerks in

addition to their regular scheduled eight (8) hour day, shall be paid at the rate of time and one-half for all time thus worked.

Section 3. There is a straight seniority system for office and clerical employees for open positions and layoffs in each department.

The years of service for determining seniority for any employee shall be based upon original date of employment for continuous service in each department.

Finance Department seniority will be determined by section:

- (a) Continuous service in the Office Finance Section.
- (b) Continuous service in the Revenue Security Finance Section.
- (c) Seniority does not carry over between sections.
- (d) Refer to Finance Letter of Agreement.

Metro Transit will promote according to seniority within the group, classification, finance sections or department, qualified employees to fill vacancies. Notice of such vacancies shall be posted for a period of five (5) days, and copies of such notice shall be mailed to the ATU office.

Section 4. The regular workweek for employees in the revenue security section shall consist of five (5) consecutive days of eight (8) hours and forty (40) hours per week. (a) Employees in the register reading/vault pulling positions will be afforded the opportunity to pick among available work locations on a semi-annual basis or more often if necessary. (b) Floaters in the revenue security section shall be notified of their days off one (1) week in advance. (c) Metro Transit shall provide one (1) suitable outer garment per employee for revenue security employees.

ARTICLE 28

DATA COLLECTORS

Section 1. The regular workweek for data collectors shall be forty (40) hours per week.

Section 2.

(a) Metro Transit will promote according to seniority, qualified employees in this Department to fill vacancies in positions in the Service Development Department, and will consider promotions upon the basis of seniority and qualifications to fill vacancies and promotions to positions in Departments other than in the Service Development Department.

(b) The years of service for determining seniority of data collectors shall be based upon the original date of employment for continuous service in the group.

Section 3. Metro Transit shall provide a \$30.00 automobile allowance per day to data collectors providing verification that they did use an automobile. Data collectors shall be issued cellular telephones. Metro Transit shall pay the monthly base rate and for work related usage costs for the cellular phones. Data collectors will reimburse Metro Transit for non-work related phone costs. Metro Transit will issue removable official use signage for external display on data collector automobiles.

Section 4. All Data Collection employees shall be required to wear the following uniform items provided by Metro Transit: four (4) high-visibility shirts, any combination of short or long sleeves, one (1) high-visibility jacket and one (1) hat. The employer will replace damaged clothing upon presentation of the damaged article.

**ARTICLE 29
TRANSIT INFORMATION**

Section 1. The regular workweek for full-time Transit Information employees shall be forty (40) hours consisting of five (5) eight (8) hour days with a Monday to Friday schedule to be applied as far as practicable.

Section 2. Available overtime will be assigned as fairly and evenly as possible except when an employee, who, without good cause, has not completed forty (40) hours of regular work within five (5) regularly scheduled working days in which case the subject employee will drop to the bottom of the selection list.

Section 3. Student transit information representatives while in training will not be deemed to be performing bargaining unit work.

Section 4. Transit information representative instructors will receive an additional one dollar (\$1.00) per hour for every hour of instruction.

Section 5. Metro Transit will promote according to seniority qualified employees in this department to fill vacancies. In the event of layoffs in Transit Information, the layoffs will be in accordance with seniority of employees within Transit Information.

There shall be a work schedule pick every four (4) months and more often if necessary for Transit Information Center Representatives. The booth positions and the receptionist position will be included in the Transit Information Representatives' pick at least once annually.

Work schedules shall be posted twenty-one (21) days before a pick starts. Picking will be completed fourteen (14) days prior to the effective date of the pick. Picking will be done as expeditiously as possible: once notified it is their turn to pick, employees have one hour in which to make a choice. If it appears that an employee is unable to be present to make a choice, then a minimum of five (5) choices must be left with the employee's supervisor.

Employees who fail to pick within an hour, who have not left five (5) choices, or who are not available to be notified, will have their work picked for them by a supervisor, after consultation with the ATU. Work picked by a supervisor will be as close as possible to an employee's existing work.

Section 6.

Vacation (week at a time and day at a time), floating holidays and recognition time once granted may not be revoked.

ARTICLE 30

TRANSIT INFORMATION: PART-TIME REPRESENTATIVES

Section 1. Part-time Transit Information representatives shall be covered under the provisions of this agreement regarding probationary period, union membership, union representation, grievance procedures and arbitration.

Section 2. The maximum number of part-time Transit Information representatives shall not exceed 18% of the number of full-time Transit Information representatives.

Section 3. Part-time Transit Information representatives shall not work more than thirty (30) hours per week.

Section 4. Part-time Transit Information representatives shall be paid at the same hourly rates as full-time Transit Information representatives.

Section 5. Part-time Transit Information representatives shall be provided free transportation on Metro Transit in the same manner as full-time employees.

Section 6. Part-time Transit Information representatives shall be eligible for uniform allowance, if a uniform is required, and for vacation, holidays, paid leave, insurance contributions and other fringe benefits to the same extent that part-time operators are so eligible.

Section 7. In accordance with the requirements of law, part-time Transit Information representatives shall be covered by provisions of the Social Security Act.

Section 8. The same methods and principles that are set out in Article 21, Sections 14, 15, 16, and 17, which are applicable to part-time operators, shall govern seniority, picks, transfer to full-time status, layoff and overtime of part-time Transit Information representatives, except that, for part-time Transit Information representatives, the date, October 1, 1993, shall be substituted for the date December 1, 1986, which appears in Article 21. A part-time Transit Information representative who applies for full-time employment outside the department must meet qualifications for that position.

ARTICLE 31 COURT RELATED DUTIES

JURY DUTY

Metro Transit and the ATU recognize the civic responsibility of each employee to respond to a call to jury duty where such can be done without serious interference with Metro Transit's business. Accordingly, it is agreed that an employee shall be released from work for jury duty but should not suffer any substantial reduction in pay provided the employee makes reasonable effort to report for whatever work Metro Transit can make available.

No employee shall be required to report for work on any day on which service as a juror demands the employee's presence in court for both morning and afternoon sessions. An employee shall not be required to work later than 8:30 p.m. on any day in which the employee has served jury duty.

In applying the above policy, an employee shall be paid for all work performed at regular applicable rates. Any deficiency in eight (8) hours per workday resulting from absence for jury duty shall be paid for at the employee’s regular straight time rate. It is understood that the jury duty fees received for jury service on an employee’s regular scheduled days off shall not be used in computing any deficiency in eight (8) hours of pay per workday.

APPEARANCES ARISING OUT OF METRO TRANSIT EMPLOYMENT

Employees attending court, inquests, etc., under instructions from Metro Transit or by subpoena in a matter relating to their position shall be paid for all time lost at their respective rates of pay provided appropriate documentation is provided by the employee. All employees shall be paid their living expenses if outside the Twin Cities. If such work is performed in addition to their regular hours of employment, they shall be paid at the above specified rates of pay for the additional hours worked.

ARTICLE 32

JOB CLASSIFICATION AND WAGE RATES

Metro Transit will maintain the following job classifications and wage classes:

Department & Job	Wage Class
TRANSPORTATION DEPARTMENT	
Bus Operator	45
General Dispatcher	58
Pick Dispatcher	62
Markup Dispatcher	62
Relief Markup Dispatcher	61
Lead Instructor	66
Instructor	66
Instruction Administrator	51
Garage Coordinator	68
MECHANICAL DEPARTMENT	
Maintenance Admin Assistant	21
Maintenance Administrative Specialist	21
Mechanic Technician	73
Skilled Helper	45
Helper	22
Cleaner	13
ENGINEERING & FACILITIES DEPARTMENT	
E&F Div. Admin. Clerk	14
North Loop Facilities Support Coordinator	35
Licensed Lead Electrician	120
Licensed Master Electrician	99
Licensed Journeyman Electrician	111
Licensed Maintenance Electrician	87
Facilities Technician – Chief Engineer’s License Required	76
Facilities Technician	73
Apprentice/Electrician	61

Skilled Helper	45
Foreperson, Facilities Maintenance	78
Foreperson, Facility Systems Maintenance	120
Lead Public Facilities Worker	35
Public Facilities Worker	22
Lead Janitor	16
Department & Job	Wage Class
Janitor	11
INFORMATION SERVICES DEPARTMENT	
Clerical Assistant	14
Transit Information Clerk Floater	14
TRANSIT INFORMATION DEPARTMENT	
Lead Transit Information Representative	58
Lead Transit Information Representative 2	44
Transit Information Representative (Full-time and Part-time)	21
Transit Information Support Specialist	44
Transit Information Installer	45
Sr. Transit Information Installer	58
Systems Field Technology Technician	78
SERVICE DEVELOPMENT DEPARTMENT	
Bus Stop Coordinator	56
Data Collector	14
Schedule Technician	48
Schedule Coordinator	65
Clerk-Typist	14
Service Development Administrator	44
PURCHASING & MATERIAL MANAGEMENT DEPARTMENT	
Clerk-Typist Purchasing	14
Coordinator Material Management	54
Head Stockkeeper	48
Lead Stockkeeper	46
Stockkeeper	42
Supply Chain Coordinator	68
Material Management Administrator	44
Clerk Purchasing	21
FINANCE DEPARTMENT	
Balancing Clerk	14
Treasury Clerk	17
Clerk Typist – Statistical	17
Passenger Sampling Clerk	21
Account Specialist – MT: Accounting Clerk	44
Sr. Account Specialist – MT: Revenue Balancing	58
Sr. Account Specialist – MT: AP	58
Sr. Account Specialist – MT: AR	58
Sr. Account Specialist – MT: Asset Management	58

Sr. Account Specialist – MT: Credit/Collections	58
Sr. Account Specialist – MT: Sales Operations	58
Transit Service Center Representative	21 **
Lead Transit Service Center Representative	44

Department & Job	Wage Class
FINANCE DEPARTMENT – PAYROLL - MT	
Payroll Specialist - MT	44
Senior Payroll Specialist - MT	66
REVENUE EQUIPMENT REPAIR SECTION	
Lead Senior Electronic Revenue Equipment Technician	82
Revenue Equip Electronic Technician platform ticket machines	77
Lead Revenue Mechanical Technician	73
Revenue Mechanical Technician bus farebox tech	70
Electronic Revenue Equipment Administrator	44
REVENUE SECURITY SECTION	
Fare Collection Specialist	12
Revenue Processing Specialist	12
Lead Revenue Processing Specialist	21
Lead Revenue Processing Specialist, Admin	21
Back-up Lead Revenue Processing Specialist	21 ***
CUSTOMER RELATIONS DEPARTMENT	
Customer Relations Specialist	21
Senior Customer Relations Specialist	31
ELECTRONICS REPAIR DEPARTMENT	
Electronics Repair Technician	77
Senior Electronics Repair Technician	82
LIGHT RAIL MAINTENANCE	
Foreperson Electro Mechanic Technician	78
Electro-Mechanical Technician	73
Foreperson Electro Mechanic Paint/Body Technician	66
Electro-Mechanic Paint/Body Technician	73
Foreperson Electro Mechanic Overhaul Technician	66
Electro-Mechanic Overhaul Technician	61
LRT Helper	22
Electronic Overhaul Technician	66
Rail Operations Clerk	21
LIGHT RAIL SYSTEMS MAINTENANCE	
Foreperson Traction Power	120
Traction Power Maintainer	111
Traction Power Apprentice	61
Foreperson SCADA/Communications	82
SCADA/Communications Technician	77

Foreperson Signals	82
Signals Technician	77
Foreperson Track	75
Track Maintainer	70
Track Maintainer – Trainee	45
Track Laborer	41

Department & Job	Wage Class
LIGHT RAIL TRANSPORTATION	
Train Operator	45
Rail Dispatcher	62
Rail Coordinator	68
Rail Instructor	66
COMMUTER RAIL DEPARTMENT	
Maintenance Clerk	21
Mechanic, Commuter Rail	73
Foreperson, Commuter Rail Mechanic	78
Skilled Helper, Commuter Rail	52
Cleaner, Commuter Rail	13
Electronic Technician, Commuter Rail	77
FIELD OPERATIONS DEPARTMENT	
TRIP Agent	52

** Refer to Transit Stores Letter of Agreement.

*** Back-up Lead Revenue Processing Specialist is paid as Wage Class 21 when working as the Lead Revenue Processing Specialist.

Shift Differential. Effective upon ratification, all employees will receive a shift differential of five percent (5%) for all hours worked in a shift scheduled to end between 8:00 PM and 11:59 PM, and seven percent (7%) for all hours worked in a shift scheduled to end between 12:00 AM and 7:00 AM and/or scheduled to start between the hours of 10:00 PM and 3:00 AM.

WAGE RATES

August 1, 2023 through July 31, 2026

The wage rates of the employees at Wage Class 41 and below will be increased by the following percentages of Wage Class 41 on the dates shown:

Effective Date	Percentage
August 1, 2023*	5.5%
August 1, 2024	4.5%
August 1, 2025	3.0%

*Effective with the pay period starting July 22, 2023.

Employees above Wage Class 41 will get the above percentage.

WAGE RATES

	July 22, 2023		August 01, 2024		August 01, 2025	
Wage Class	% of WC 41	Actual \$ Rate	% of WC 41	Actual \$ Rate	% of WC 41	Actual \$ Rate
1	76.7	26.21	77.8	27.75	78.4	28.82
2	79.9	27.27	80.7	28.81	81.3	29.88
3	80.2	27.40	81.1	28.94	81.6	30.01
4	81.0	27.67	81.8	29.21	82.4	30.28
	July 22, 2023		August 01, 2024		August 01, 2025	
Wage Class	% of WC 41	Actual \$ Rate	% of WC 41	Wage Class	% of WC 41	Actual \$ Rate
5	81.8	27.95	82.6	29.49	83.1	30.56
6	82.7	28.24	83.4	29.78	83.9	30.85
7	86.8	29.64	87.4	31.18	87.7	32.25
8	87.3	29.81	87.8	31.35	88.2	32.42
9	88.4	30.19	88.9	31.73	89.2	32.80
10	89.6	30.59	90.0	32.13	90.3	33.20
11	89.7	30.63	90.1	32.17	90.4	33.24
12	89.9	30.70	90.3	32.24	90.6	33.31
13	90.2	30.81	90.6	32.35	90.9	33.42
14	91.3	31.19	91.7	32.73	91.9	33.80
15	91.4	31.21	91.8	32.75	92.0	33.82
16	92.3	31.52	92.6	33.06	92.8	34.13
17	92.7	31.67	93.1	33.21	93.3	34.28
18	93.7	32.00	94.0	33.54	94.2	34.61
19	94.2	32.18	94.5	33.72	94.6	34.79
20	94.5	32.27	94.7	33.81	94.9	34.88
21	95.0	32.43	95.2	33.97	95.3	35.04
22	95.4	32.58	95.6	34.12	95.7	35.19
23	95.6	32.65	95.8	34.19	95.9	35.26
24	95.7	32.69	95.9	34.23	96.0	35.30
25	96.4	32.91	96.5	34.45	96.6	35.52
26	96.9	33.09	97.0	34.63	97.1	35.70
27	97.2	33.18	97.3	34.72	97.4	35.79
28	97.4	33.27	97.5	34.81	97.6	35.88
29	97.4	33.27	97.5	34.81	97.6	35.88
30	97.6	33.33	97.7	34.87	97.8	35.94
31	97.8	33.40	97.9	34.94	98.0	36.01
32	98.0	33.47	98.1	35.01	98.2	36.08
33	98.1	33.51	98.2	35.05	98.3	36.12
34	98.2	33.55	98.3	35.09	98.4	36.16
35	98.3	33.58	98.4	35.12	98.4	36.19
36	98.6	33.66	98.6	35.20	98.7	36.27

37	98.6	33.66	98.6	35.20	98.7	36.27
38	99.0	33.82	99.1	35.36	99.1	36.43
39	99.3	33.91	99.3	35.45	99.3	36.52
40	99.6	34.02	99.6	35.56	99.6	36.63
41	100.0	34.15	100.0	35.69	100.0	36.76
42	100.2	34.21	100.2	35.75	100.2	36.82
43	100.5	34.32	100.5	35.86	100.5	36.94
44	100.7	34.39	100.7	35.94	100.7	37.02
45	101.0	34.50	101.0	36.05	101.0	37.13
46	101.2	34.56	101.2	36.12	101.2	37.20
	July 22, 2023		August 01, 2024		August 01, 2025	
Wage Class	% of WC 41	Actual \$ Rate	% of WC 41	Wage Class	% of WC 41	Actual \$ Rate
47	102.2	34.90	102.2	36.47	102.2	37.56
48	102.6	35.04	102.6	36.62	102.6	37.72
49	103.5	35.34	103.5	36.93	103.5	38.04
50	104.0	35.51	104.0	37.11	104.0	38.22
51	104.1	35.55	104.1	37.15	104.1	38.26
52	104.5	35.69	104.5	37.30	104.5	38.42
53	105.3	35.96	105.3	37.58	105.3	38.71
54	105.8	36.13	105.8	37.76	105.8	38.89
55	106.0	36.20	106.0	37.83	106.0	38.96
56	106.8	36.47	106.8	38.11	106.8	39.25
57	107.0	36.55	107.0	38.19	107.0	39.34
58	108.0	36.88	108.0	38.54	108.0	39.70
59	108.4	37.02	108.4	38.69	108.4	39.85
60	109.8	37.49	109.8	39.18	109.8	40.36
61	111.0	37.91	111.0	39.62	111.0	40.81
62	112.0	38.24	112.0	39.96	112.0	41.16
63	113.0	38.59	113.0	40.33	113.0	41.54
64	114.0	38.93	114.0	40.68	114.0	41.90
65	115.0	39.28	115.0	41.05	115.0	42.28
66	116.0	39.62	116.0	41.40	116.0	42.64
67	117.0	39.95	117.0	41.75	117.0	43.00
68	118.0	40.30	118.0	42.11	118.0	43.37
69	119.0	40.64	119.0	42.47	119.0	43.74
70	120.0	40.98	120.0	42.82	120.0	44.10
71	121.0	41.32	121.0	43.18	121.0	44.48
72	122.0	41.66	122.0	43.53	122.0	44.84
73	123.0	42.01	123.0	43.90	123.0	45.22
74	124.0	42.35	124.0	44.26	124.0	45.59
75	125.0	42.69	125.0	44.61	125.0	45.95
76	126.0	43.03	126.0	44.97	126.0	46.32
77	127.0	43.37	127.0	45.32	127.0	46.68
78	128.0	43.71	128.0	45.68	128.0	47.05

79	129.0	44.06	129.0	46.04	129.0	47.42
80	130.0	44.39	130.0	46.39	130.0	47.78
81	131.0	44.73	131.0	46.74	131.0	48.14
82	132.0	45.08	132.0	47.11	132.0	48.52
83	133.0	45.42	133.0	47.46	133.0	48.88
84	134.0	45.77	134.0	47.83	134.0	49.26
85	135.0	46.10	135.0	48.17	135.0	49.62
86	136.0	46.44	136.0	48.53	136.0	49.99
87	137.0	46.79	137.0	48.90	137.0	50.37
92	142.0	48.50	142.0	50.68	142.0	52.20
	July 22, 2023		August 01, 2024		August 01, 2025	
Wage Class	% of WC 41	Actual \$ Rate	% of WC 41	Wage Class	% of WC 41	Actual \$ Rate
94	144.0	49.17	144.0	51.38	144.0	52.92
95	145.0	49.52	145.0	51.75	145.0	53.30
96	146.0	49.86	146.0	52.10	146.0	53.66
97	147.0	50.20	147.0	52.46	147.0	54.03
98	148.0	50.55	148.0	52.82	148.0	54.40
99	149.0	50.88	149.0	53.17	149.0	54.77
100	150.0	51.23	150.0	53.54	150.0	55.15
101	151.0	51.57	151.0	53.89	151.0	55.51
102	152.0	51.91	152.0	54.25	152.0	55.88
103	153.0	52.25	153.0	54.60	153.0	56.24
104	154.0	52.59	154.0	54.96	154.0	56.61
105	155.0	52.93	155.0	55.31	155.0	56.97
106	156.0	53.28	156.0	55.68	156.0	57.35
107	157.0	53.62	157.0	56.03	157.0	57.71
108	158.0	53.95	158.0	56.38	158.0	58.07
109	159.0	54.30	159.0	56.74	159.0	58.44
110	160.0	54.64	160.0	57.10	160.0	58.81
111	161.0	54.99	161.0	57.46	161.0	59.18
112	162.0	55.32	162.0	57.81	162.0	59.54
113	163.0	55.66	163.0	58.16	162.9	59.90
114	164.0	56.01	164.0	58.53	164.0	60.29
115	165.0	56.35	165.0	58.89	165.0	60.66
116	166.0	56.69	166.0	59.24	166.0	61.02
117	167.0	57.03	167.0	59.60	167.0	61.39
118	168.0	57.37	168.0	59.95	168.0	61.75
119	169.0	57.72	169.0	60.32	169.0	62.13
120	170.0	58.06	170.0	60.67	170.0	62.49

An employee shall receive the higher rate of pay starting the first day of temporarily filling a position in a higher wage class.

**ARTICLE 33
COST OF LIVING**

Section 1. No payments will be made under this Article during the term of this agreement.

Section 2. In addition to the basic hourly wage rates specified in this Agreement all employees covered by the Agreement shall be paid a cost-of-living allowance to be determined and re-determined on the basis of changes in the Consumer Price Index for Urban Wage Earners & Clerical Workers for the City of Minneapolis (1967 base) as published and revised by the Bureau of Labor Statistics, United States Department of Labor. The Index for December 1980 shall be the base Index. The cost-of-living adjustment for the operator Classification (Wage Class 41) shall be one cent (1¢) for each full 0.35 point change in the aforementioned Index. The cost-of-living adjustment for each wage class other than Wage Class 41 shall be determined by dividing the number of cents per hour of the adjustment determined for Wage Class 41 in accordance with the foregoing formula by the basic wage rate for Wage Class 41. The percentage thus computed shall be applied to the basic wage rate for each wage class other than Wage Class 41 and the resulting cents per hour shall be the cost-of-living adjustment for that wage class. Such computation shall be made to the nearest full cent (1.0¢).

Cost-of-living adjustments under this provision are to be made on the basis of the change in the Minneapolis CPI from the December 1980 base (260.6) and the comparable indexes for the following periods as follows:

Comparable Index for:		Resulting Cost-of-Living Allowance to be Effective at the Beginning of the Payroll Period Nearest to:
April	1981	June 1, 1981
June	1981	August 1, 1981
October	1981	December 1, 1981
December	1981	February 1, 1982
April	1982	June 1, 1982
June	1982	August 1, 1982
October	1982	December 1, 1982
December	1982	February 1, 1983
April	1983	June 1, 1983
June	1983	August 1, 1983
October	1983	December 1, 1983
December	1983	February 1, 1984

For employees in each of the three payroll groups, operators, mechanical and office such cost-of-living allowance for each group shall become effective at the beginning of the respective payroll period nearest to June 1, 1981 (and each succeeding effective date set forth above) and shall continue through the respective payroll period preceding the payroll period beginning nearest to August 1, 1981 (and each succeeding effective date thereafter set forth above).

In the event the first day of a month to be used for determining the beginning of the payroll period nearest thereto, is midway between two such payroll periods, then the resulting cost-of-living allowance will become effective at the beginning of the earliest of such payroll periods.

Section 3. The basic hourly wage rate of any classification as herein before provided shall not be increased or decreased by changes in the cost-of-living allowance during the term of this Agreement. However, during periods when such cost-of-living allowance is in effect it shall be added to the applicable basic hourly wage rate and treated as a part thereof in all calculations involving employees pay.

**ARTICLE 34
HIRING PROGRESSION**

Section 1. Employees newly hired into bargaining unit jobs, except as provided for in Sections 2, 4, and 5, shall receive during the first thirty-six (36) months of their employment a percentage of the otherwise applicable paid rate in accordance with the following schedule:

Length of Employment	Applicable Paid Rate
First 12 months	70 %
Second 12 months	80 %
Third 12 months	90 %
Thereafter	100%

Section 2. Bus Operators and Train Operators shall follow the progression listed below:

Length of Employment	Applicable Paid Rate
First 12 months	80 %
Second 12 months	85 %
Third 12 months	90 %
Fourth 12 months	95 %
Thereafter	100%

Section 3. Effective January 07, 2013, the hiring progression for all newly hired employees shall be the employee’s date of hire.

Section 4. Effective the first day of the pay period following ratification, Current employees in positions listed below who are paid at the 85% rate will move to 90%; employees paid at 90% will move to 95%; and employees who are paid at 95% will move to 100%. Employees newly hired into the positions listed in the table below shall receive during the first twenty-four (24) months of their employment a percentage of the otherwise applicable paid rate in accordance with the following schedule:

Length of Employment	Applicable Paid Rate
First 12 months	90%
Second 12 months	95%
Thereafter	100%

Mechanic Technician	Electro-Mechanical Technician
Facilities Technician	Electro-Mechanical Technician – Paint & Body
Facilities Technician – Chief Engineer’s License Required	Electronic Technician, Commuter Rail
Licensed Lead Electrician	Foreperson, Electro-Mechanic
Licensed Journeyman Electrician	Foreperson, Commuter Rail Mechanic
Foreperson, Facilities Maintenance	Track Maintainer
Foreperson, Facilities Systems Maintenance	Foreperson, Track
Electronic Repair Technician	SCADA/Communications Technician
Senior Electronic Repair Technician	Signals Technician
Revenue Equipment Electronic Technician	Foreperson, SCADA/Communications
Lead Senior Revenue Equipment Technician	Foreperson, Signals
Lead Revenue Equipment Mechanic Technician	Systems Field Technology Tech
Revenue Equipment Mechanic Technician	Traction Power Maintainer
Mechanic Technician, Commuter Rail	Foreperson, Traction Power

Section 5. Employees newly hired as Payroll Specialist – MT or TRIP Agent shall receive during the first thirty-six (36) months of their employment a percentage of the otherwise applicable paid rate in accordance with the following schedule:

Length of Employment	Applicable Paid Rate
First 12 months	80 %
Second 12 months	90 %
Third 12 months	95 %
Thereafter	100%

ARTICLE 35

GROUP INSURANCE – Active Employees

Section 1. Full-time and Part-time employees are eligible for group life insurance, group health insurance, and group dental insurance.

An employee cannot be enrolled in any Metropolitan Council health plan as both an employee and dependent.

The effective date for these insurances will begin after 30 days of service.

Part-time employees who are eligible for benefits and with a minimum of 30 days of service transferring to a full-time position, may make changes to benefits per the IRS qualified family status change rules. These insurances and rates will become effective on the first of the month following the date of transfer to full-time. Part-time employees at time of transfer to full-time will not serve another 30-day waiting period.

Section 2. Employee Life Insurance Benefits

Full-time Employees:

- With three (3) or more months of service but with less than five (5) years of service: \$15,000.
- With five (5) years but less than ten (10) years of service: \$20,000.
- With ten (10) or more years of service: \$25,000.

Part-time Employees:

- With three (3) or more months of service but with less than five (5) years of service: \$7,500.
- With five (5) years but less than ten (10) years of service: \$10,000.
- With ten (10) or more years of service: \$12,500.

Premiums may be waived for employees prior to age 60 if determined by the insurance carrier to be totally and permanently disabled. Such employees will be eligible to receive \$2,500 of the face amount of basic life benefits in twenty-five (25) monthly installments of \$100 each. The balance of the basic life benefit will be maintained until the qualified employee becomes eligible for the reduced retiree life benefit.

The employee life insurance premium costs for eligible employees will be paid entirely by the Metropolitan Council.

Section 3. Supplemental Life Insurance

Effective January 01, 2018, supplemental life insurance, up to a \$250,000.00 maximum, shall be offered to employees, in \$5,000 increments at their own expense. Dependent life insurance shall be offered to employees at their own expense. Supplemental life insurance will be subject to insurance company approval based upon a brief health statement, if enrollment is requested after the initial enrollment period.

Section 4. Health Insurance Benefits

The employee can decide whether to use network providers each time they/them need medical care.

Plan B - Open Access - Active Employee Health Care:

Health Service	Network	Out of Network
Lifetime Maximum	Unlimited	Unlimited
Calendar Year Deductible	No Deductible	\$300 per person; \$900 per family
Annual Out-of-Pocket maximum	\$1000 per person; \$2000 per family	\$1500 per person; \$4500 per family
Preventive Health Care	100% Coverage	No Coverage
Office Visits • Physical & Occupational Therapy • Mental Health • Chemical Health	\$10 Co-payment	70% Coverage after deductible (40 days/calendar year) (130 hours/calendar year)
Inpatient Care • Illness & Injury • Mental Health • Chemical Health	100% Coverage	70% Coverage after deductible (30 days/calendar year) (73 days/calendar year)

(365 days per confinement)		
Outpatient Care	100% Coverage	70% Coverage after deductible
Emergency Care <ul style="list-style-type: none"> • Urgent care center • Hospital ER • Ambulance 	\$10 Co-payment \$50 Co-payment 80% Coverage	80% of first \$2500 then 100% coverage 80% after deductible
MRI – CT Scan	80% Coverage	70% after deductible
Prescription Drugs *	\$12 Co-payment, Retail 30-day supply \$24 Co-payment, Mail Order 90-day supply	70% after deductible 30-day supply
Home Health Care	100% coverage (120 visits/calendar year)	70% after deductible (60 visits/calendar year)
Durable Medical Equipment	80% Coverage	70% after deductible
Preventive Dental Care	100% Coverage	No Coverage

* Prescription drug coverage: Up to a 30-day supply; or one vial or box of insulin cartridges; or 1 cycle of oral contraceptives.

Plan C - HRA/VEBA Trust - Active Employees

This is an optional plan made available to employees of the Metropolitan Council. Attached to this contract are the current plan provisions of Plan C. These benefits will remain unchanged for the duration of this contract.

Should the Council, following discussions with all unions, choose to make changes to the plan which the union finds unacceptable, the union may opt out of Plan C.

VEBA Trust (Voluntary Employee Benefit Association)

I. Establishment of VEBA with Health Reimbursement Arrangement

The Metropolitan Council shall make available a VEBA Trust to all qualified bargaining unit members who exercise their option to enroll in the high deductible health insurance program offered in section 4 of this article. It is intended that this trust constitute a voluntary employee’s beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

Employees who contribute to an FSA (Flex Spending Account) and the VEBA Trust will have the option to choose which account eligible health expenses are reimbursed from first.

The VEBA Trust year will begin January 1st of each year and end on December 31st of each year.

II. Payment of Administrative Fees

1. All administrative fees associated with the VEBA Trust accounts for active employees will be paid by the Metropolitan Council.
2. All administrative fees for retired employees that are MSRS eligible will be paid by the Metropolitan Council or the escrow account (see # VII).
3. Administrative fees associated with the VEBA Trust accounts for employees who opt out, are terminated or resign from employment will be paid from their individual account.

III. Interest and Earnings

Individual interest and earnings will be applied to each individual account, on a semi-annual basis, based on account balances. If this approach causes a failure to pass the IRS required discrimination testing, interest and earnings will be allocated on a per capita basis.

IV. Employer Contributions to the VEBA Trust with Health Reimbursement Arrangement

The Employer will make an annual contribution available on the first day in January of each year. Employee VEBA accounts will be credited no later than January 10th of each year.

Employees that become eligible at other times during the year as written in Article 35 Section 4 (Plan C) shall have their VEBA accounts credited within 10 days of enrollment.

All contributions on behalf of a VEBA Trust participant shall cease on December 31st of the last year in which the participant is covered under the high deductible health plan.

All contributions on behalf of a VEBA Trust participant shall cease on December 31st of the year in which the employee retires. Retired members may use their VEBA Trust accounts to pay eligible health care expenses after retirement but will not receive further contributions.

V. High Deductible Health Plan

The Metropolitan Council shall make available an optional high deductible plan referenced in Article 35 Section 4 (Plan C), to all qualified bargaining unit members.

In the event that the deductible provided for in the high deductible health plan is increased, the Metropolitan Council's contribution on behalf of VEBA Trust participants shall increase no less than the dollar amount equal to the increase in the deductible.

VI. Alternative Group Health Plan

Metropolitan Council shall also make available the group plan described in Article 35 Section 4 (Plan B) to employees who do not elect coverage provided for under the high deductible health plan.

Qualified bargaining unit members who elect coverage under Plan B shall not be entitled to receive Metropolitan Council's contribution to the VEBA Trust.

If a participant changes coverage from the high deductible plan to Plan B, all contributions on behalf of a VEBA Trust participant shall cease, however the balances in the account can still be used for eligible expenses.

VII. IRS Dependents

If a qualified bargaining unit member dies and a balance remains in the member's health reimbursement arrangement account, then:

- (1) The member's spouse may continue to use the member's account to reimburse qualified health expenses.
- (2) The member's eligible dependents under the health reimbursement arrangement may continue to use the member's account to reimburse qualified health expenses.

If a balance remains in a member's account after a member's death, death of the member's spouse (if married), and there are no other eligible dependents under the health reimbursement arrangement, the credits will be forfeited. The excess amounts in the VEBA trust due to such forfeitures will be used to pay the administrative fees for the retirees of the HRA (Plan C).

Section 5 (a). Health Election and Contribution – Full-time Active Employees

There shall be an open enrollment period for all groups covered under the health insurance plan.

Metropolitan Council contributes on an annual basis to the HRA account of each employee enrolled in the Empower HRA plan. The single HRA contribution is \$1,375 and the family HRA contribution is \$2,750.

Metropolitan Council cost-sharing for health insurance premiums will be as follows for Full-time Active Employees:

Open Access

The employee contribution stated as a percentage of the total premium will increase by 2 percentage points per year until the employee contribution reaches 10% of the total single premium and 20% of the total family premium.

Distinctions and HRA

Increases or decreases to the total premium will be shared 50% by the employer and 50% by the employee; however, in no case shall the employer contribution exceed 99% for Distinctions Single, 93.25% for Distinctions Family, 100% for Empower HRA Single and 96.25% for Empower HRA Family.

In no case, will the Employee contribution exceed 10% of the full Single premium or 20% of the full Family premium.

Section 5 (b). Health Election and Contribution – Part-time Active Employees

The Metropolitan Council contribution amount for Part-time Employees Health Care Premiums, single or family coverage, will be 75% of the contribution paid for full-time employees.

Metropolitan Council contributes on an annual basis to the HRA account of each employee enrolled in the Empower HRA plan. The single HRA contribution is \$1,375 and the family HRA contribution is \$2,750.

The employee’s share of the health insurance premium will be deducted on a pre-tax basis.

Section 6. Employee Dental Insurance Benefits. A managed care dental plan shall be made available to all active employees and retirees, and their dependents as provided for in Section 7. The dental plan would include Network and Non-network benefits as follows:

Dental Services	Network- Level 1	Network- Level 2	Out-of-Network Care
Annual Maximum	\$2,000	\$1,500	\$1,000
Preventive/Diagnostic	100%	100%	100%
Sealants	100%	100%	100%
Deductible	\$0	\$10	\$25
		3 per family	3 per family

Basic Services			
Fillings	100%	100%	80%
Periodontics	100%	100%	80%
Endodontics	100%	100%	80%
Oral Surgery	100%	100%	80%
Special Services			
Crowns/Onlays	80%	80%	50%
Prosthetics	80%	80%	50%
Orthodontics	50% to \$2,000	50% up to \$1,500	50% up to \$1,500
Lifetime maximum for all ages			

Section 7. Dental Election and Contribution. The election of coverage for all active employees and their dependents will be available only during the initial enrollment in the plan, during the annual open enrollment period and after a qualified family status change.

Active employees who have had dependent dental coverage and dropped it will not be eligible to re-enroll their dependents for two (2) years from the date that the coverage was dropped. Once they are eligible, the re-enrollment of dependents will not occur until the first dental open enrollment after the two (2) year waiting period.

Metropolitan Council cost-sharing for health insurance premiums will be as follows for Full-time Active Employees:

Employee Contribution for Dental Insurance

- Increases or decreases to total premium will be shared 50% by the Employer and 50% by the employee; however, in no case shall the employer contribution exceed 96% for Dental Single and 80% for Dental Family.
- In no case, will the Employee contribution exceed 10% of the full Single premium or 20% of the full Family premium.
- In no case will the Employer contribution exceed the amount of the full premium.

Metropolitan Council contribution amount for part-time Employees, single or family coverage, will be 75% of the contribution paid for full-time employees.

The employee’s share of the dental insurance premium will be calculated on a pretax basis.

Section 8. Pre-Tax Flexible Spending. Pre-tax Flexible Spending Accounts for a Health Care Spending Account and a Dependent Care Spending Account shall be made available to employees.

Section 9. Metro Transit and the ATU will formulate a joint health insurance committee, through a letter of agreement by July 01, 2004.

Section 10. Health Care Savings Plan. The employer has established a Health Care Savings Plan administered by the Minnesota State Retirement System (MSRS) with pre-tax employee contributions to be used to offset employee and/or eligible dependent medical expenses upon

termination of employment from Metro Transit. Individual accounts will be set up with MSRS for all eligible employees.

Employees will contribute pre-tax dollars based on years of service with the employer on the following basis:

Years of Service	Contribution Amount
Less than five (5) years of service	.10 per hour paid
Five (5) years, but less than ten (10) years of service	.20 per hour paid
Ten plus (10+) years of service	.25 per hour paid

Deductions shall be made each pay period and remitted promptly to MSRS in a manner satisfactory to MSRS.

Any sick leave payments due upon retirement under terms of Article 16, Section 9, limited to unused sick leave balance plus 50% of the employer FICA savings, shall be paid into the employees individual Health Care Savings Account.

MSRS must approve the plan design prior to implementation.

Section 11. Safety Glasses Reimbursement. Metro Transit will reimburse employees the difference between the cost of regular prescription lenses and safety prescription lenses. This reimbursement will be available only to employees who are determined by Safety to be required to wear safety lenses and/or glasses. In order to receive this reimbursement, employees will be required to provide an original receipt that clearly identifies the difference in the cost between safety lenses and the regular prescription lenses. The amount of this reimbursement will not exceed \$80 for single vision or \$100 for multi-vision on an annual basis.

Section 12. ATU Voluntary Benefits. The parties agree that in the event the union offers to its members a voluntary benefits program, the employer will allow payroll deductions for the union sponsored vendor program. The employer agrees to provide access, on a biannual basis, to its properties on a pre-arranged basis to the vendor for the purposes of informing the employees of the programs. The parties agree the employer's only obligation with regard to the voluntary benefit program/vendor is to process deductions and allow biannual, prearranged access to its properties. The employer limits its obligations to these items.

Article 35.5

Group Insurance - Retirees

Section 1. All employees must meet the following criteria to be eligible for retiree medical benefits:

- (a) be hired prior to April 17, 2004;
- (b) have a minimum of three (3) years consecutive full-time employment during the years immediately prior to retirement;
- (c) be at least 55 years of age; and
- (d) be eligible to receive an annuity.

In addition:

- Employees hired before October 27, 1995 must have a minimum of ten (10) full years of service with the employer to be eligible for retiree benefits.
- Employees hired after October 27, 1995 must have a minimum of fifteen (15) full years of service with the employer to be eligible for retiree insurance benefits.
- Employees hired after October 25, 2000, must complete seventeen (17) years of service to be eligible for retiree insurance benefits.

Years of service means: The number of years of continuous service from the first day of employment until retirement.

No other employees who retire will be eligible for retiree medical benefits.

Section 2. Retiree Life Insurance Benefits.

Retirees who are eligible for retiree medical benefits shall be enrolled in the following amounts of life insurance based on retirement date:

- Persons retired prior to February 1, 1973 will continue with life insurance coverage as previously provided in the face amount of \$1,250, \$1,000 or \$250 whichever is applicable.
- Retiring on or after February 1, 1973 but prior to May 1, 1979: \$1,500.
- Retiring on or after May 1, 1979 but before May 1, 1981: \$2,000.
- Retiring on or after May 1, 1981, but before December 31, 2005: \$3,000.
- Retiring after December 31, 2005: \$5,000.

Premiums will be waived for employees prior to age 60 who are determined by the insurance carrier to be totally and permanently disabled. Such employees will be eligible to receive \$2,500 of the face amount of basic life benefits in twenty-five (25) monthly installments of \$100 each. The balance of the basic life benefit will be maintained until the qualified retiree becomes eligible for the reduced retiree life benefit, provided the retiree remains deemed disabled by the insurance company.

The retiree life insurance premium costs for eligible persons will be paid entirely by the Metropolitan Council.

Section 3. Retiree Health Insurance Benefits.

The employee can decide whether to use network providers each time the employee needs medical care.

Retirees must have dependent medical coverage at the time of their retirement to be able to elect continuation. A retiree must be enrolled in the medical plan in order to carry dependent medical coverage. Retirees and their dependents who drop medical coverage will not be eligible to re-enroll.

Section 4(a). Plan A - Retiree Health Care

(Available only to employees who retired on/or before May 17, 2004.)

Health Service	Network	Extended Network	Out-of-Network
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Calendar year deductible	No deductible	No deductible	\$200 per person 3 per family
Annual Out-of-Pocket Max	\$700 per person; \$2,100 per family		
Preventive Health Care	100% Coverage	\$15 Co-payment	No Coverage
Office Visits • Physical & Occupational Therapy • Mental Health • Chemical Health	100% Coverage	\$15 Co-payment (40 days/calendar year) (130 hours/calendar year)	80% Coverage after deductible (40 days/calendar year) (130 hours/calendar year)
Inpatient Care • Illness & Injury • Mental Health • Chemical Health (365 days per confinement)	100% Coverage	80% Coverage (30 days/calendar year) (73 days/calendar year)	80% Coverage after deductible (30 days/calendar year) (73 days/calendar year)
Outpatient Care	100% Coverage	80% Coverage	80% after deductible
Emergency Care • Urgent Care Center • Hospital ER	\$10 Co-payment \$40 Co-payment	\$10 Co-payment \$40 Co-payment	80% after first \$2,500 then 100% coverage
Prescription Drugs	\$7.50 Co-payment 30-day supply	\$7.50 Co-payment 30-day supply	80% after deductible 30-day supply
Home Health Care	100% Coverage (120 visits / calendar year)	\$15 Co-payment (60 visits / calendar year)	80% after deductible (60 visits / calendar year)
Durable Medical Equipment	80% Coverage	80% Coverage	80% after deductible
Health Service	Network	Extended Network	Out-of-Network
Preventive Dental Care	100% Coverage	100% Coverage	No coverage

Plan A Retiree Health Insurance Contributions

Employees who retire with 30 years of service at or after age sixty (60) but prior to age sixty-five (65) or receive a MSRS disability pension until such employee attains age sixty-five (65) will be handled in the following manner:

Single: 100% of total premium costs.

Family: The Metropolitan Council will contribute no less than the percentages paid in 2005 for the Health Insurance premium costs of Plan A.

For all others, the Metropolitan Council will contribute 66 2/3% of the total Plan A premium costs (Single or Family) for retiree health insurance.

Section 4(b). Plan B - Open Access - Retiree Health Care

(Employees who retired on/or before May 17, 2004 may choose to enroll in Plan A or Plan B.)

Health Service	Network	Out of Network
Lifetime Maximum	Unlimited	Unlimited
Calendar Year Deductible	No Deductible	\$300 per person; \$900 per family
Annual Out-of-Pocket maximum	\$1000 per person;	\$1500 per person;

	\$2000 per family	\$4500 per family
Preventive Health Care	100% Coverage	No Coverage
Office Visits • Physical & Occupational Therapy • Mental Health • Chemical Health	\$10 Co-payment	70% Coverage after deductible (40 days/calendar year) (130 hours/calendar year)
Inpatient Care • Illness & Injury • Mental Health • Chemical Health (365 days per confinement)	100% Coverage	70% Coverage after deductible (30 days/calendar year) (73 days/calendar year)
Outpatient Care	100% Coverage	70% Coverage after deductible
Emergency Care • Urgent care center • Hospital ER • Ambulance	\$10 Co-payment \$50 Co-payment 80% Coverage	80% of first \$2500 then 100% coverage 80% after deductible
MRI – CT Scan	80% Coverage	70% after deductible
Prescription Drugs *	\$12 Co-payment, Retail 30-day supply \$24 Co-payment, Mail Order 90-day supply	70% after deductible 30-day supply
Home Health Care	100% coverage (120 visits/calendar year)	70% after deductible (60 visits/calendar year)
Durable Medical Equipment	80% Coverage	70% after deductible
Preventive Dental Care	100% Coverage	No Coverage

* Prescription drug coverage: Up to a 30-day supply; or one vial or box of insulin cartridges; or 1 cycle of oral contraceptives.

Plan B Retiree Health Insurance Contributions

Contributions to health insurance premiums will be as follows for Plan B Retirees:

Open Access and Distinctions Less than age 65 with Disability Retirement or with 30 years of service and age 60 to 65 - Employer Contribution same as active plan.

All other plans: as stated below:

Less than age 65 with Disability Retirement or with 30 years of service and age 60 to 65.

Plan	Type	Description	Employer Contribution
Open Access	Single	No Medicare	same Employer contribution as Active plan
	Family	No Medicare	same Employer contribution as Active plan
Distinctions	Single	No Medicare	same Employer contribution as Active plan
	Family	No Medicare	same Employer contribution as Active plan
Freedom / Retiree National Choice Plan	Single	One entitled to Medicare	100% of full premium
	Family	Two entitled to Medicare	80% of full premium
Open Access & Freedom / Retiree	Ret+Sps	One entitled to Medicare; one not	80% of full premium
	Family	One entitled to Medicare; two or more not	80% of full premium

National Choice Plan combined	Family	Two entitled to Medicare; one not	80% of full premium
	Family	Two entitled to Medicare; two or more not	80% of full premium
Distinctions & Freedom / Retiree National Choice Plan combined	Ret+Sps	One entitled to Medicare; one not	80% of full premium
	Family	One entitled to Medicare; two or more not	80% of full premium
	Family	Two entitled to Medicare; one not	80% of full premium
	Family	Two entitled to Medicare; two or more not	80% of full premium

Metropolitan Council contributions for all other eligible retirees (as defined in Article 35.5 Section 1) and for the retirees eligible above beginning the first of the month of attainment of age 65 are as follows:

Early/Normal

Plan	Type	Description	Employer Contribution
Open Access	Single	No Medicare	75% of full premium
	Family	No Medicare	72% of full premium
Distinctions	Single	No Medicare	75% of full premium
	Family	No Medicare	72% of full premium
Freedom / Retiree National Choice Plan	Single	One entitled to Medicare	70% of full premium
	Family	Two entitled to Medicare	72% of full premium
Open Access & Freedom / Retiree National Choice Plan combined	Ret+Sps	One entitled to Medicare; one not	72% of full premium
	Family	One entitled to Medicare; two or more not	72% of full premium
	Family	Two entitled to Medicare; one not	72% of full premium
	Family	Two entitled to Medicare; two or more not	72% of full premium
Distinctions & Freedom / Retiree National Choice Plan combined	Ret+Sps	One entitled to Medicare; one not	72% of full premium
	Family	One entitled to Medicare; two or more not	72% of full premium
	Family	Two entitled to Medicare; one not	72% of full premium
	Family	Two entitled to Medicare; two or more not	72% of full premium

Section 5. Retiree Dental. Retirees must have dependent dental coverage at the time of their retirement to be able to elect family continuation. A retiree must be enrolled in the dental plan in order to carry dependent dental coverage. Retirees and their dependents who drop coverage will not be eligible to re-enroll.

**ARTICLE 36
WORK SCHEDULES**

All articles contained in this Agreement referring to work schedules are intended to provide a basis for establishing normal work schedules.

Any employee who reports on time for a scheduled assignment on the employee’s workday shall receive as wages for such day no less than said employee’s daily assignment, provided the employee completes that assignment or is prevented from doing so by an injury sustained that day on the job.

An employee will not be deprived of the opportunity to complete a daily assignment except in cases involving flagrant violations of the rules or standards.

**ARTICLE 37
SAFETY SHOES**

Metro Transit shall provide reimbursement for one (1) pair of safety shoes, which meet division requirements. These must be worn by all employees in Material Management, Engineering and Facilities, Bus, LRT, and Commuter Rail Maintenance Departments, Janitors, Money Counters, Vault Pullers, Revenue Equipment Maintainers/Technicians and LRT Train Operators.

Reimbursement for worn shoes, shall be made upon presentation of the old pair of shoes and the original receipt to the employee’s supervisor. The reimbursement amount will be up to \$250.00 through July 31, 2024; and up to \$275.00 from August 1, 2024 through July 31, 2025. Effective August 1, 2025, the reimbursement amount will be up to \$300.

This Article does not apply to Office/Clerical employees.

**ARTICLE 38
RECOGNITION PROGRAM**

All recognition programs shall be continued. However, these programs will be modified if necessary by July 1, 1998, to ensure that they are performance based programs.

Departments which do not have recognition programs shall implement performance-based programs by January 1, 1998.

The union and the employer agree to jointly develop these programs.

Full-time operator recognition program will pay sixteen (16) hours per year and part-time operators program will pay twelve (12) hours per year effective with the 2013 recognition program.

**ARTICLE 39
PERSONAL PROPERTY LOSS BENEFIT**

A. Employees shall be reimbursed for loss of certain personal property due to armed robbery, assault, or theft, excluding mysterious disappearance, under the following conditions:

1. The armed robbery, theft, or assault occurs while the employee is at work; and,
2. The property was in the personal possession of the employee at the time of the theft or robbery or, in the case of Bus Operators, the property was on the bus and was not left unattended, except when the Operator was required to leave the driver’s area to attend to official Metro Transit duties; and,
3. The employee makes a robbery, theft, or assault report to the Metro Transit Police Department; and
4. The employee files a claim with Metro Transit and provides receipted bills to substantiate that replacements have been purchased or repairs made.

B. The items covered by this agreement and the maximum values to be reimbursed are:

<u>ITEM</u>	<u>MAXIMUM VALUE</u>
Watch	\$75

Uniform clothing	replacement
Wallet	\$75
Bag	\$50
Purse	\$75
Driver's license	replacement
Employee ID	replacement

**ARTICLE 40
INSTRUCTION CENTER**

Section 1. Full-time Instructors on an availability basis must fill garage level instruction work. If no full-time garage level Instructors are available then work will be offered to the garage level Relief Instructors. Garage Managers will make training assignments for Relief Instructors working in cooperation with the Garage Coordinator. If declined, these training assignments shall be considered a pass. No more than two passes shall be allowed. Upon the third pass, a Relief Instructor shall be removed from the Relief Instructor list.

~~A Relief Instructor shall receive the higher rate of pay after one (1) week of temporarily filling the position of an employee whose rate of pay is higher than their own.~~

Section 2. For all Full-time and Relief Instructors, instruction work will be defined as work associated with Metro Transit, including but not limited to, new part-time and full-time Operators, route training for new hires, new pick, safety ride checks and ride checks, Transit Ambassador, remedial, CDL training and examiner and equipment tied to the functionality of the bus.

Section 3.

A. A semi-annual pick will be conducted for all full-time instructors, based on seniority, for known weekend assignments determined by management. The first pick will cover the first half of the calendar year. The second pick will cover the second half of the calendar year. The picks will be posted no later than November 10th for the first half and no later than May 10th for the second half. The vacation pick will be held prior to the weekend assignment pick.

Each full-time instructor will be required to pick two (2), four (4) weekend assignments each year. These four (4) weekend assignments will be blocked reflecting known upcoming weekend work. If working weekend assignments, you must change your days off to align with Instruction Center training needs. You cannot pick weekends on your picked week(s) of vacation or vice versa.

For open or unforeseen weekend assignment blocks or days, management will give as much notice as possible. In the event adequate notice of an open weekend assignment, or portion of same, is not possible, overtime may be offered to cover the work, first to full-time Instructors then to Relief Instructors, by seniority within each group. Adequate notice will be considered to be no later than 9:00 a.m. Wednesday. If there are no volunteers before noon on Thursday, the least senior full-time Instructor known to be available will be assigned the aforementioned weekend assignment.

If no training is needed for the picked weekend assignment or if the weekend assignment takes less than four (4) weeks to complete, the full-time Instructor will work their normal weekday assignment.

- B. A semi-annual pick will be conducted for all relief Instructors, based upon seniority, for known weekend assignments determined by management. The first pick will cover the first half of the calendar year. The second pick will cover the second half of the calendar year. The picks will be posted no later than December 10th for the first half and no later than June 10th for the second half.

Notwithstanding the semi-annual pick, the Relief Instructor will be required to pick one four (4) weekend assignment per year. This four (4) weekend assignment will be blocked reflecting known upcoming Instruction Center training. This weekend work will comprise two (2) of the five (5) days of work for the week. You cannot pick weekends on your picked week(s) of vacation or vice versa.

If no training is needed for the picked weekend assignment or if the assignment takes less than four (4) weeks to complete, the relief instructor will work their normal assignment.

These revisions supersede all LOA's relating to Instruction Center weekend work assignments.

Section 4. Spread Penalty for Instructors will be paid as follows:

1. If an Instructor is training an employee who is classified as working a 9 or 10 hour split shift, the Instructor will be paid spread penalty pay after the twelfth (12th) hour.
2. If an Instruction Center assignment is split, the Instructor will be paid a premium of one-half (1/2) time for all time on duty in excess of ten and one-half (10 ½) consecutive hours.

Section 5. State of Minnesota certified third Party testers shall earn an additional \$2.00 per hour while administering Class A or Class B commercial driver's exam and attending mandatory third-party testing training.

**ARTICLE 41
LIGHT RAIL**

Section 1. Except as otherwise noted in Articles 41, 42, and 43 all provisions of the Collective Bargaining Agreement and/or Letters of Agreement between ATU and Metro Transit apply equally to rail employees.

Section 2. A "crossover position" is a position that works on light rail premises but does not accrue rail seniority. The following positions are crossover positions:

Engineering and Facilities

Master Electrician
Licensed Electrician
Apprentice Electrician
Facilities Technician
Skilled Helper

Department Seniority

Bus Maintenance
Bus Maintenance
Bus Maintenance
Bus Maintenance
Bus Maintenance

Lead Janitor	Janitors
Janitor	Janitors
Other	
Revenue Equipment Mechanical Technician	Bus Maintenance
Revenue Equipment Electronic Technician	Bus Maintenance
Electronic Repair Technician (radio repair)	Electronic Repair Department
Stockkeeper	Finance
Head Stockkeeper	Finance
Data Collector	Service Development
Rail Clerk	Maintenance
Dispatcher	Bus Transportation

Section 3. Only trained and certified bargaining unit maintenance personnel or Light Rail Vehicle Operators shall operate vehicles.

Section 4. Seniority

Effective January 30, 2006 and going forward, seniority will be based upon the effective date of appointment to a Rail position.

Section 5. Fare Inspection

In the event Metro Transit decides to employ fare inspectors who are not Metro Transit police officers or trainees, such positions will be in the ATU bargaining unit.

ARTICLE 42

LIGHT RAIL OPERATIONS

Section 1. There shall be no part-time operators hired in Light Rail Operations. However, during the negotiations of the collective bargaining agreement effective 2018 or later the company may bring the issue to the negotiating table.

The operators assigned to rail will not be counted towards the totals in Article 21, Section 2 of the Collective Bargaining Agreement.

Section 2. LRT Training and Evaluation

All Train Operators shall receive no less than the Regular Operator’s rate of pay while in training. However, time spent on homework shall be done on the employee’s own time.

An Operator must satisfactorily complete the training established by Metro Transit, which includes the Rule Book test.

Employees who Transfer from Another Department:

When a Current Employee has been trained as a Train Operator and has picked a run, the employee must pass an evaluation period of six (6) months. An employee who does not successfully complete training or who does not perform satisfactorily during the evaluation period shall be returned to their previous job title on their picked work with adjusted seniority. Bus Operators may return to the extra board, when applicable without loss of seniority, until the next operator pick.

If the Train Operator carrying dual seniority returns to part-time work as a Bus Operator, they will return to their prior garage. The Operator will be allowed to pick or be assigned work consistent with what they held prior to transfer to rail. The new work may be outside of work that was posted for part-time Operators at the garage, at the time of the pick. This exception only applies to part-time Operators returning from rail.

Employees who return to their previous Division for failure to complete training or who did not satisfactorily perform during the evaluation period cannot apply for the Train Operator position for two (2) years from the date that Operator returned to their previous Division.

If the employee transferring from another department should no longer qualify for the position of Train Operator, the employee may transfer back to their former classification with accumulated seniority in that department, unless dismissed from Metro Transit for a cause which would have justified dismissal from the employee's former classification.

External Hires

A new employee entering the position of Train Operator as an external hire who has been trained and has picked a rail run, must pass a probationary period of six (6) months. When the new employee does not successfully complete training or does not perform satisfactorily during the probationary period, they shall be separated from employment. (Refer to Article 6, Section 6) 2.

Section 3. Maintaining Bus Qualifications

All Train Operators must maintain their Commercial Driver's License with a passenger endorsement along with their Metro Transit Train Operator Certification. Train Operators hired without a CDL shall be trained and must pass CDL license test before proceeding to LRT training.

Section 4. When an operator is required to be re-certified by Metro Transit, all re-certification will be conducted during the operator's regular work assignment, or at such time as is mutually agreeable between the employee and the instructor.

Section 5. During the declared Operator system pick each year, a maximum of ten percent (10%) of Train Operators who carry dual seniority will be allowed to transfer out of the Rail Division into Bus Transportation, based on rail seniority.

A notice of the option to return to Bus Transportation will be posted at Rail Operations and Maintenance Facilities thirty (30) days prior to the beginning of the pick process. To facilitate this, rail operations will receive their pick documents and conduct their pick one week prior to the date that bus operations will pick. At the time that a Train Operator makes their choice, they will decide to either pick rail work or return to bus operations. Once rail operations is notified that an operator is choosing to return to bus operations, bus operations will be notified so they can contact the operator when it is their turn to pick during the bus operations pick.

Train Operators picking back to Bus Operations will be able to pick work based on their Bus Operator seniority, either full-time, declared intent to go full-time, or part-time.

Any Operator transferring out of the Light Rail Transportation Division shall forfeit all Rail Transportation Department seniority, unless due to a downsize in personnel requirements in the Rail Transportation Division.

Operators may change locations within the Light Rail Transportation Division during any pick.

Section 6. Returning to Train Operator Positions

Train Operators who bid out of the Rail Division to Bus Transportation and subsequently wish to return to the Rail Division must reapply.

Section 7. The Light Rail Division shall maintain an Extra Board. The number on the Board shall be determined by Metro Transit. The methods of assigning the Extra Board will be agreed to between Metro Transit and the ATU. Operators on the Extra Board will be expected to carry out any duties involved in the operation of Light Rail vehicles during the time they are on duty. Examples of these duties could include making up multiple units, breaking units, spotting units in the yard, and operating units through the wash rack.

Section 8. Run Construction

Metro Transit may have only eight (8) hour runs. No regular run shall pay less than eight (8) hours per day. No run shall call for more than eight (8) hours and forty-five (45) minutes of platform time.

Or

Metro Transit may have a mix of eight (8) hour runs and ten (10) hour runs. Ten (10) hour runs cannot comprise more than thirty-four percent (34%) of all rail work. Ten (10) hour runs may be constructed using a range of platform hours from eight (8) hours and forty-six (46) minutes to ten (10) hours and thirty (30) minutes.

Section 9. A rail Relief Instructor list will be developed within Rail Transportation. This list will be separate from the bus Relief Instructor list. The list will be developed from qualified Train Operators.

Relief Instructor status is not transferable between Bus and Rail. If a Relief Instructor/Train Operator transfers to bus operations, their Relief Instructor status will not transfer with them. The same applies to a Relief Instructor/Bus Operator transferring to Rail Transportation.

Section 10. Rail Reliefs

All Train Operators will begin and end their day at a Rail Operations and Maintenance Facility. Rail reliefs may be scheduled at a pre-determined, clearly designated location. All operators making such reliefs and/or being relieved shall be paid five (5) minutes travel time to and/or from the Operations and Maintenance Facility. Travel time shall be built into the schedules.

Prior to startup of the Green Line revenue service a LOA will be negotiated to determine travel times for the following relief locations: Franklin, Downtown East, Union Depot and Target

Field. Metro Transit will notify the ATU prior to designating any other locations as Relief locations and the agreed upon travel time.

Section 11. Plug-In

Train Operators will be required to report fifteen (15) minutes before their LRV is scheduled to pull-out of the garage and shall be paid for such time. If an operator is required to work a relief, the Operator will be paid twelve (12) minutes.

Section 12. Train Operators holding dual seniority shall be given the option of returning to Bus Operations should the Train Operator violate rail exclusive work rules resulting in disqualification from the Light Rail Division.

Section 13. Train Operator Transfer List

When needed, Metro Transit will post for additional Train Operators. These new Train Operators will be listed by Bus Transportation seniority at the bottom of the original Train Operator's list, which does not expire. The employer will determine how many of the Operators on the top of the list will be trained. All Train Operators will be promoted from the top of the Train Operator Transfer List.

Future Train Operators will only be permitted to decline a permanent Train Operator position twice. Operators who decline the permanent Train Operator position the third time will be removed from the Operator Transfer List and may not reapply for a Train Operator position for two (2) years. Once appointed to a permanent Train Operator position, seniority for Train Operators shall be based on continuous service from date of appointment.

Section 13.5 Filling of Train Operator Positions

The employer will determine how many Train Operator positions need to be filled from each posting. Train Operators will be selected from the top of the Train Operator Transfer List. If the number of Train Operator positions needed exceed the number of Bus Operators who are offered and accept a position using the Train Operator Transfer list, Train Operators will be selected according to the procedures found in Article 6, Section 8.

External postings will be concurrent with the internal postings. Train Operators will be selected in the following order: FT Bus Operator (from Rail Transfer List), ATU and Metropolitan Council, PT Bus Operators (from Rail Transfer List) other Metro Transit employees covered by this agreement, Metropolitan Council employees, external applicants.

Section 14. Rail Dispatch

All Bus/Rail Dispatchers will be taken from one Dispatcher list. LRT Dispatchers will be required to make a one-year commitment to LRT. LRT Dispatchers may choose to pick back to Bus, during a Dispatcher pick, after their one-year commitment has been met.

Section 15.

- (a) Train operators shall not exceed sixteen (16) hours of paid time, including regular and overtime hours, within a twenty-four (24) hour period, midnight to midnight.
- (b) All Train Operators shall have at least ten (10) hours off between any night work and any A.M. assignments unless agreeable to them.

- (c) Train Operators carrying dual seniority who are qualified may drive overtime as a bus operator at their regular or overtime rate of pay, whichever is applicable.
- (d) Train operators carrying dual seniority will select a home bus garage and may select overtime work off the open sheet. Train Operators at their home garage may be bumped by full-time Bus Operators and Dispatchers at their home garage.

**ARTICLE 43
LIGHT RAIL MAINTENANCE**

Section 1.

All applicable contract language, work rules, and practices shall transfer from Article 23 for the Maintenance Department, with the exceptions noted in this article. See Article 23.5 for Vehicle Maintenance seniority rules.

Section 2.

When a vacancy occurs within the Rail Maintenance Department it will be filled through a bidding process. First by seniority within each classification (Forepersons will not be considered a separate classification for bidding on vacant positions within their group), second by qualified employees outside that classification by seniority.

Groups are defined as:

Light Rail Vehicle Groups are defined as:

1. Foreperson Electro-Mechanical Technician, Electro-Mechanical Technician, Paint and Body Technician.
2. LRT Helper.

Systems Groups are defined as:

1. Foreperson Traction Power, Traction Power Maintainer.
2. Foreperson SCADA/Communications, SCADA/Communications Technician.
3. Foreperson Signals, Signal Maintainer.
4. Foreperson Track, Track Maintainer.

Such transfers shall be held to three (3) in each classification except Electro-Mechanics, where four (4) transfers will be allowed.

When a vacancy occurs:

- (a) Employees shall have three (3) days to make application for such vacancy after notice is posted. Employees cannot bid on a job they have successfully bid off within the preceding thirty (30) working days.
- (b) Because the filling of a posted vacancy may result in subsequent vacancies in the same or lower classifications, the procedures outlined in 1 above will be repeated until qualified employees for all such vacancies have been selected.
- (c) Metro Transit shall post notice of such vacancy within three (3) days after such vacancy occurs. Such notice for the classification shall give the primary job description.

Within three (3) days after the application period for each posting has closed, Metro Transit will make the change effective.

No overtime will be paid to make up time lost due to a transfer in shift due to posting. Time can be made up working the first regular day off at straight time at the new location.

In the event a senior employee is temporarily absent from work for any reason during the period a vacancy occurs, such employee must advise the ATU official and the employee's supervisor of their preferences for positions that may become vacant during such absence. Failure to so inform the ATU officials and the employee's supervisor will result in the position being filled by the next senior, qualified employee making formal application. A copy of all notices of vacancies shall be sent to the office of the ATU at the time they are posted and the ATU will be advised of the name of the employee who is permanently assigned to fill the vacancy.

Vacant Foreperson positions will be filled by seniority of qualified candidates after interview.

Section 3. Seniority

Prior to start-up (before revenue service begins): There will be one seniority list in the Rail Maintenance Department effective immediately. For the initial group (employees that transferred into Light Rail prior to April 1, 2003) Rail Maintenance seniority will begin upon the transfer date into Light Rail based on current bus maintenance seniority. See exception. ** Thereafter seniority will be based on the transfer date into rail.

For the purpose of vacation selection and the annual internal rail pick, Bus Maintenance employees hired prior to August 1, 2002 who transfer to Rail Maintenance shall be placed in a seniority position higher than those employees that were hired directly into Light Rail from outside.

**Per agreement passed at the November 25, 2002 AM and PM membership meeting.

Upon start-up (when revenue service begins): After revenue service begins (June 26, 2004) all rail maintenance seniority will begin from time of transfer or hire into Rail Maintenance.

Section 4.

- a) Each Rail Division employee, shall, within their classification, pick their work schedule, including primary job description, hours of work, days off and vacation by seniority. If the work schedule includes weekend work the employee may select weekdays off from the available weekdays.

This picking is to be done on or about January 1st of every year or more often if necessary. Vacations shall be picked yearly.

The work schedule including primary job description, hours of work and days off shall be posted not less than twenty (20) days preceding the end of the payroll period closest to January 1st.

All jobs will be considered vacant at the time of the pick.

- b) There will be a separate annual pick within each classification. All shifts will be picked by Rail Maintenance seniority. Classification seniority will not be a factor.

Foreperson Electro-Mechanical
Electro-Mechanical Technician
Paint and Body Technician
Foreperson Traction Power
Traction Power Maintainer
Foreperson SCADA/Communications
SCADA/Communications Technician
Foreperson Signals
Signals Maintainer
Foreperson Track
Track Maintainer
LRT Helper

Section 5. Working Foreperson

The duties of the Working Foreperson include responsibilities to exercise judgment in directing employees, assigning work, reporting to management concerning situations warranting disciplinary action, cooperating, participating in (including testifying) disciplinary proceedings on behalf of management and assessing and enforcing employee compliance with Metro Transit rules, regulations and work standards. If Metro Transit determines that any employee is failing to exercise such responsibility, disciplinary action up to and including demotion or discharge may be imposed.

All Forepersons are “Working Forepersons” and as such will be required to perform all duties within the skill area for which they are responsible.

Forepersons shall be allowed to pick or bid into any open position within their group as defined in Section 2.

Section 6. Failure to Meet Standards

When an employee fails to meet the training standards or fails to pass the one hundred twenty (120) scheduled workday evaluation period they shall be reassigned to Bus Maintenance, if eligible. The employee shall be returned to their former classification and a shift no worse than their seniority provides. This temporary assignment shall not exceed thirty (30) workdays. The employee may bid on any open shift during this time period. At the end of the thirty (30) day period the employee shall be placed in a vacant position of their choice. If there are no vacant positions the employee shall be placed in a temporary position of greatest need and then will be placed in the next vacant position. The employer shall offer to meet and confer with the ATU prior to such placement.

Section 7. Department Time Commitment

Employees who transfer to Rail Maintenance positions will commit to Rail Maintenance for at least two (2) years of service following successful completion of training. LRT Helpers will have a one-year commitment.

Transferring to Bus Maintenance

Rail Maintenance employees that have previously worked in the Bus Maintenance Division may elect to be included in the biennial Bus Maintenance pick. Employees must give notice of their intention to transfer out at least thirty (30) days prior to the first person picking. The senior employee electing to move to bus must pick an equivalent classification for which they are qualified.

Two (2) transfers each biennial pick for the following groups:

- LRT Helper
- Electro Mechanic

Section 8.

- (a) The regular workweek for rail facility employees shall be forty (40) hours. The regular workday shall be either eight (8) hours or ten (10) hours. The workweek shall be made up of such number of consecutive days as Metro Transit may require in each week to maintain its operations, providing no workweek shall be more than five (5) eight (8) hour days or four (4) ten (10) hour days. There shall be three (3) shifts for scheduling and overtime purposes; Shift #1 from 4:00 a.m. to 11:59 a.m., Shift #2 from 12:00 Noon to 7:59 p.m. and Shift #3 from 8:00 p.m. to 3:59 a.m.
- (b) It is necessary to require employees in the rail facility to be on duty every day in the year. Therefore, no overtime will be paid to employees for working on Sundays and legal holidays as such, except as provided in Article 18 of this Agreement. In order to meet this demand, working schedules will be arranged which will require the minimum number of employees on legal holidays. These working schedules will be made up a sufficient time in advance to enable the employees to plan their affairs accordingly.
- (c) There will be a Working Foreperson or acting Working Foreperson in charge of the operating facility at all times. The light rail working foreperson will receive top pay regardless of the employee's step progression status while performing these duties.

Section 9.

Overtime in rail vehicle and systems maintenance will be rotated by seniority within the classification among those employees who elect to make themselves available for overtime work, as follows:

- (a) Vehicle Maintenance – Electro Mechanic Foreperson, Electro Mechanic Technician.
- (b) Rail Systems – Foreperson and Maintainer will be considered as one classification.
- (c) Employees declining to work overtime will make known their wishes in writing and will be removed from the Overtime List.
- (d) Employees may have their name added or removed from the Overtime List at any time by notifying the supervisor in writing.

Section 10.

When Metro Transit reduces the number of employees in the Rail Maintenance Division, it shall be done in accordance with Rail Maintenance seniority.

Section 11.

The time of vacation shall be from January 1 to December 31, with seniority rights applying in each department. Employees may select vacations according to seniority within the weeks made available. No less than one (1) employee per job title within each group shall be allowed to choose their vacation during any vacation period.

Section 12.

- (a) When an employee in the rail maintenance division is required to remain on the job after having completed a regular day's work, said employee shall receive time and one-half for such work, provided the employee is informed at least thirty (30) minutes before the close of the regular working schedule. If said employee has not been notified at least thirty (30) minutes before the close of the shift, the employee shall be paid time and one-half with a minimum of one (1) hour straight time.
- (b) When an employee in the rail maintenance division has left their place of employment and is called back to work, the employee shall receive time and one-half for such work, but in no event shall receive less than two (2) hour's pay at the regular rate.

Section 13.

Whenever employees who normally do inside work in the Rail Maintenance Division are required to work out-of-doors where they are subjected to weather conditions, they shall be furnished with suitable clothes in accordance with the practice now established by Metro Transit.

In addition, Metro Transit will furnish a pair of work gloves for all employees in the Rail Maintenance Division. Replacement of worn-out gloves will be made upon presentation of the old pair to the employee's foreperson.

Section 14.

- (a) Employees in the rail maintenance division shall be allowed five (5) minutes at the end of each working day for putting away tools and washing up.
- (b) Rest periods of ten (10) minutes each shall be provided for employees in the rail maintenance division, the first such period within the first four (4) hours of the employee's shift and the second such period within the employee's second four (4) hours of the shift. Employees will be allowed to combine the two ten (10) minute breaks into one twenty (20) minute lunch period.
- (c) Employees in the rail maintenance division shall be allowed five (5) minutes each working day for clean-up immediately before the lunch break.

Section 15.

Rail Vehicle Maintenance Department employees will receive five (5) changes of work clothes per week. Electro-Mechanic Technician and LRT Helpers assigned to the rail facility shall have one parka issued for use during working hours.

Section 16.

All Traction Power, Signal & Communication, and Track Department employees shall be required to wear standard uniforms. Metro Transit will provide an initial uniform issue of seven (7) trousers and fourteen (14) shirts, any combination of short sleeve, long sleeve and hi-visibility summer polo shirts.

On January 1, of each year thereafter, employees will receive a credit of \$350.00 for uniforms, not to be carried forward year to year.

Section 17.

Travel time of thirty (30) minutes will be paid to employees of the Rail Maintenance Department when assigned to jobs at a location away from their regular worksite and are not being paid their regular shift pay. No travel time will be paid while traveling from such job unless the employee is required to report back to the regular garage. Travel time will not be paid to employees in designated floater positions.

Section 18. Tool Allowance/Tool List

Tool lists that have been jointly developed and finalized (Bus Maintenance, LRV Maintenance, E&F Facilities Technician/Public Facilities, Commuter Rail, Traction Power, Track, Signals, SCADA/Com) will be effective 01/01/2019. The classifications will be grouped as follows: vehicle technicians; non-vehicle technicians; skilled helpers and; helpers/public facility workers. Upon initial appointment as a vehicle technician, employees will be required to have the complete required tool list within twenty-four (24) months of hire. Employees transferring via Vehicle Department Move (VDM), will be required to obtain tools specific to their new department within ninety (90) days of VDM. Effective January 01, 2018, tool allowances will be paid no later than March 1st of each year.

The annual tool allowance rates will be as follows: non-vehicle technicians - \$500.00; skilled helpers - \$250.00 and; helpers/public facility workers - \$120.00.

Vehicle technicians:

2023-2026
\$650

Employees newly hired or appointed as a vehicle technician will receive a one-time payment of \$1,500.00 upon completion of their probationary or evaluation period. This excludes vehicle technicians that are rehired or reappointed.

Track Maintainers shall receive the allowance at the non-vehicle technician level (\$500).

Within 30 days of January 24, 2018, Metro Transit and ATU shall start meeting monthly to develop an insurance program for tools and toolboxes that would go into effect no later than December 01, 2018.

Section 19. Metro Transit Light Rail management will agree to develop a certification program for the Light Rail Vehicle Mechanics with a targeted implementation date of January 01, 2012 and will be effective no later than April 01, 2012. Compensation for active certifications will expire upon expiration of current certification or upon need to recertify or renew. Under no circumstances will a certification be valid for more than five (5) years from date of issue.

Section 20. SCADA/Communication and Signals

Employees hired prior to April 01, 2013, in the SCADA/Signals/Communication groups will be eligible to bid in either SCADA/Communications or Signals. Overtime will be offered by group. Employees hired on April 01, 2013 or later will be qualified for a specific group and must apply and qualify for vacancies in the other group. Foreperson positions will continue to be apply and qualify positions.

**ARTICLE 44
COMMUTER RAIL**

Section 1. Except as otherwise noted in Articles 44 and 45, all provisions of the Collective Bargaining Agreement and/or Letters of Agreement between ATU and Metro Transit apply equally to commuter rail employees.

Section 2. A “crossover position” is a position that works on commuter rail premises but does not accrue rail seniority. The following positions are crossover positions:

<u>Position</u>	<u>Department Seniority</u>
Facilities Technician	Bus Maintenance
Facilities Electricians (all positions)	Bus Maintenance
Foreperson, Facilities Maintenance	Bus Maintenance
Public Facilities Worker	Bus Maintenance
Janitor	Janitorial
Lead Janitor	Janitorial
Maintenance Clerk	Bus Maintenance
Head Stockkeeper	Finance
Stockkeeper	Finance
Revenue Equipment Mechanical Technician	Bus Maintenance
Revenue Equipment Electronic Technician	Bus Maintenance
Data Collector	Service Development

**ARTICLE 45
COMMUTER RAIL MAINTENANCE**

Section 1.

All applicable contract language, work rules, and practices shall transfer from Article 23 for the Maintenance Department, with the exceptions noted in this article. See Article 23.5 for Vehicle Maintenance seniority rules.

Section 2. When a vacancy occurs within the Commuter Rail Maintenance Department it will be filled through a bidding process. First by seniority within each classification (Foreperson will not be considered a separate classification for bidding on vacant positions within their group), second by qualified employees outside that classification by seniority.

Groups are defined as:

1. Foreperson Commuter Rail, Mechanic Commuter Rail
2. Electronic Technician Commuter Rail
3. Skilled Helper Commuter Rail
4. Cleaner Commuter Rail

When a vacancy occurs:

- (a) Metro Transit shall post notice of such vacancy within three (3) days after vacancy occurs. Such notices for the classification shall give the primary job description.
- (b) Employees shall have three (3) days to make application for such vacancy after notices is posted. Employees cannot bid on a job they have successfully bid off within the preceding thirty (30) working days.
- (c) Because the filling of a posted vacancy may result in subsequent vacancies in the same or lower classifications, the procedures outlined above will be repeated until qualified employees for all such vacancies have been selected.

Within three (3) days after the application period for each posting has closed, Metro Transit will make the change effective.

No overtime will be paid to makeup time lost due to a transfer in shift due to posting. Time can be made up working the first regular day off at straight time at the new location.

In the event a senior employee is temporarily absent from work for any reason during the period a vacancy occurs, such employee must advise the ATU official and the employee's supervisor of their preference for positions that may become vacant during such absence. Failure to inform the ATU officials and the employee's supervisor will result in the position being filled by the next senior, qualified employee making formal application. A copy of all notices of vacancies shall be sent to the office of the ATU at the time they are posted and the ATU will be advised of the name of the employee who is assigned to fill the vacancy.

Vacant Foreperson positions will be filled by seniority of qualified candidate after interview.

Section 3. Commuter Rail Training and Evaluation

As a requirement to transfer to Commuter Rail Maintenance, employees shall be required to meet the standards of the Transfer Policy and pass the required testing to qualify for the respective classification. Qualification testing will determine aptitude for successful completion of training programs. After qualification testing, a classification training list containing the names of qualified candidates will be established. Preference will be given in the following order for qualified candidates; Bus & Light Rail Maintenance employees by maintenance seniority, all other Metro Transit employees by ATU seniority. Metro Transit will train employees for classifications from these lists.

Section 4. Seniority

Commuter Rail mechanical seniority will be based upon Metro Transit bus maintenance, light rail maintenance seniority or date of hire to Commuter Rail.

Commuter Rail mechanical employees with prior mechanical seniority shall retain and accrue seniority in the maintenance departments in which the employee has previously worked. New employees hired directly into commuter rail or those without prior bus maintenance seniority shall be allowed to apply for open bus maintenance positions, and if qualified and accepted, shall transfer their commuter rail seniority to bus maintenance seniority.

Any previous Commuter Rail employee shall have to reapply to return to Commuter Rail, unless due to a reduction of employees in Commuter Rail.

Section 5.

(a) Each Commuter Rail Division employee shall within their classification pick their work schedule, including primary job description, hours of work, days off and vacation by seniority. If the work schedule includes weekend work the employee may select weekdays off from the available weekdays.

This picking is to be done on or about January 1st of every year or more often if necessary. Vacations shall be picked yearly, on or about January 1st.

The work schedule including primary job description, hours of work and days off shall be posted not less than twenty (20) days preceding the end of the payroll period closest to January 1st.

All jobs will be considered vacant at the time of the pick.

(b) There will be a separate annual pick within each classification. All shifts will be picked by Commuter Rail maintenance seniority. Classification seniority will not be a factor.

- Foreperson, Commuter Rail
- Mechanic, Commuter Rail
- Electronic Technician, Commuter Rail
- Cleaner, Commuter Rail

Section 6. Working Foreperson

The duties of the Working Foreperson include responsibility to exercise judgment in directing employees, assigning work, reporting to management concerning situations warranting disciplinary action, cooperating, participating in (including testifying) disciplinary proceedings on behalf of management and assessing and enforcing employee compliance with Metro Transit rules, regulations and work standards. If Metro Transit determines that any employee is failing to exercise such responsibility, disciplinary action up to and including demotion or discharge may be imposed.

All forepersons are “Working Forepersons” and as such will be required to perform all duties within the skill area for which they are responsible.

Section 7. Failure to Meet Standards

When an employee fails to meet the training standards or fails to pass the one-hundred twenty (120) scheduled workday evaluation period (after successful completion of training) they shall be reassigned to Light Rail or Bus Maintenance, if eligible. The employee shall be returned to their former classification and a shift no worse than seniority provides. This temporary assignment shall not exceed thirty (30) workdays. The employee may bid on any open shift during this time period. At the end of the thirty (30) day period, the employee shall be placed in a vacant position of their choice. If there are no vacant positions, the employee shall be placed in a temporary position of greatest need and then will be placed in the next vacant position. The employer shall offer to meet and confer with the ATU prior to such placement. The evaluation period may be extended by mutual agreement of Metro Transit and the ATU.

Section 8. Department Time Commitment

All employees who transfer to Commuter Rail Maintenance positions will have a one (1) year time commitment. Employees at full pay shall remain at full pay. Employees at full pay who transfer out of commuter rail will revert to the job wage progression rates applicable to the position transferred into.

Section 9. Transferring to Light Rail or Bus Maintenance

Commuter Rail Maintenance employees that have previously worked in the Light Rail or Bus Maintenance Divisions and have completed their time commitment to Commuter Rail Maintenance may elect to be included in a pick in Bus Maintenance or Light Rail biennially, based on the Bus Maintenance pick schedule. Employees must give notice of their intention to transfer out at least thirty days prior to the pick. The senior employee electing to move to Light Rail or Bus must pick an equivalent classification for which they are qualified.

Section 10.

- (a) The regular workweek for commuter rail facility employees shall be forty (40) hours. The regular workday shall be either eight (8) hours or ten (10) hours. The workweek shall be made up of such number of consecutive days as Metro Transit may require in each week to maintain its operations, providing no workweek shall be more than five (5) eight (8) hour days or four (4) ten (10) hour days. There shall be three (3) shifts for scheduling and overtime purposes; Shift #1 from 4:00 a.m. to 11:59 a.m., Shift #2 from 12:00 Noon to 7:59 p.m. and Shift #3 from 8:00 p.m. to 3:59 a.m.
- (b) It is necessary to require employees in the commuter rail maintenance facility to be on duty every day in the year. Therefore, no overtime will be paid to employees for working on Sunday and legal holidays as such, except as provided in Article 18 of the Agreement. In order to meet this demand, working schedules will be arranged which will require the minimum number of employees on legal holidays. These working schedules will be made up a sufficient time in advance to enable the employees to plan their affairs accordingly.
- (c) There will be a Working Foreperson or acting Working Foreperson in charge of the operating facility at all times. The working foreperson will receive top pay regardless of the employee's step progression status while performing these duties.

Section 11.

1. Employees in the commuter rail maintenance division shall be allowed five (5) minutes at the end of each working day for putting away tools and washing up.

2. Rest period of ten (10) minutes each shall be provided for employees in the commuter rail maintenance division, the first such period within the first four (4) hours of the employee's shift and the second such period within the employee's second four (4) hours of the shift.
3. Employees in the commuter rail maintenance division shall be allowed five (5) minutes each working day for clean-up immediately before the lunch break.

Section 12. Overtime

Overtime in the Commuter Rail Division will be rotated according to shift seniority within the job description and classification needed to perform the work.

1. Commuter Rail Maintenance – Foreperson Commuter Rail, Mechanic Commuter Rail.
2. Employees declining to work overtime will make known their wishes in writing and will be removed from the Overtime List.
3. Employees may have their name added or removed from the Overtime List at any time by notifying the supervisor in writing.

When an employee in the commuter rail maintenance division is required to remain on the job after having completed a regular workday's work, said employee shall receive time and one-half for such work, provided the employee is informed at least thirty (30) minutes before the close of the regular working schedule. If said employee has not been notified at least thirty (30) minutes before the close of the shift, the employee shall be paid time and one-half with a minimum of one (1) hour straight time.

When an employee in the commuter rail maintenance division has left their place of employment and is called back to work, the employee shall receive time and one-half for such work, but in no event shall receive less than two (2) hour's pay at the regular rate.

Section 13. Layoff and Recall

Commuter Rail Maintenance employees affected by a reduction in force shall be allowed to bump into Light Rail Maintenance or Bus Maintenance based upon their seniority and qualifications. When an opening in Commuter Rail Maintenance becomes available, employees on lay-off shall have recall rights ahead of other employees.

When Metro Transit reduces the number of employees in the Commuter Rail Maintenance Division, it shall be done by job classification in accordance with Commuter Rail seniority.

Section 14. Vacation

The time of vacation shall be from January 1 to December 31, with seniority rights applying in each department. Employees may select vacations according to seniority within the weeks made available. No less than one (1) employee per job title within each group shall be allowed to choose their vacation during any vacation period.

Section 15. Clothing

Commuter Rail Maintenance employees, other than clerical employees, will receive five (5) changes of work clothes per week. Mechanics, Skilled Helpers, Cleaners and Electronic Technicians will be furnished suitable winter outerwear in accordance with the practice now established by Metro Transit for use during working hours.

Section 16. Tool Allowance/Tool List

Tool lists that have been jointly developed and finalized (Bus Maintenance, LRV Maintenance, E&F Facilities Technician/Public Facilities, Commuter Rail, Traction Power, Track, Signals, SCADA/Com) will be effective 01/01/2019. The classifications will be grouped as follows: vehicle technicians; non-vehicle technicians; skilled helpers and; helpers/public facility workers. Upon initial appointment as a vehicle technician, employees will be required to have the complete required tool list within twenty-four (24) months of hire. Employees transferring via Vehicle Department Move (VDM), will be required to obtain tools specific to their new department within ninety (90) days of VDM. Effective January 01, 2018, tool allowances will be paid no later than March 1st of each year.

The annual tool allowance rates will be as follows: non-vehicle technicians - \$500.00; skilled helpers - \$250.00 and; helpers/public facility workers - \$120.00.

Vehicle technicians:

2023-2026
\$650

Employees newly hired or appointed as a vehicle technician will receive a one-time payment of \$1,500.00 upon completion of their probationary or evaluation period. This excludes vehicle technicians that are rehired or reappointed.

Track Maintainers shall receive the allowance at the non-vehicle technician level (\$500).

Within 30 days of January 24, 2018, Metro Transit and ATU shall start meeting monthly to develop an insurance program for tools and toolboxes that would go into effect no later than December 01, 2018.

Section 17.

Commuter Rail department employees who are qualified will be required to do any and all work related to the maintenance and repair of Commuter Rail rolling stock, equipment and/or components whose functionality, maintenance standards or intervals are regulated by the Federal Railroad Administration.

**ARTICLE 46
FIELD OPERATIONS DEPARTMENT**

1. TRIP Agents shall be covered under the provisions of this Agreement dealing with probationary period, union membership, union representation, grievance procedures, and arbitration.

2. The regular work week for full-time employees shall be 40 hours. The regular workday shall be eight (8) hours or ten (10) hours. No workweek shall be more than five (5) eight (8) hour days or four (4) ten (10) hour days. There will be no split shifts.
3. Any TRIP Agents called back to work, after completing their shift and leaving the property, shall be guaranteed a minimum of two hours' pay at the Overtime rate.
4. Hours of work and days off will be chosen in accordance with seniority through the pick process. Picking for shifts and days off will occur at least once per year. Pick options shall be posted twenty (20) days in advance of the pick and will be effective at the beginning of the full pay period.
5. If an Operator serves as a TRIP Agent and returns to the Operator Classification, time spent as a TRIP Agents shall be counted towards Operator seniority.
6. Notice of permanent vacancies for TRIP Agents shall be posted for a minimum of four days. Such vacancies will be filled in accordance with Article 6, page 8.
7. TRIP Agents shall be eligible for the standard uniform allowance provided to Operators in Article 20, Section 42. Initial uniforms will be provided by Metro Transit, including shirts, pants, shoes, boots, jackets, and weather wear. Additionally, TRIP Agents will be eligible for reimbursement for safety shoes as provided for in Article 37.
8. Overtime will be offered in accordance with Article 19.
9. TRIP Agents will be provided with up to eight hours of specific annual training in how to safely diffuse and respond to hostile conditions, and aerosol training.
10. TRIP Agents shall have a 15-minute rest period for each four consecutive hours of work.
11. Effective 12 months from the date of execution of this Agreement, the parties agree to meet and negotiate on TRIP Agent scheduling.

LETTER OF AGREEMENT

(Effective date 1/98)

Management and ATU acknowledge that in order to increase day-at-a-time vacation for full-time operators from 5 days to 10 days per year; there will be changes in the request off procedure for Transportation. These changes will affect a request off made for a full day.

1. A committee will be established at each garage consisting of the board members, one operator, the mark-up dispatcher, two assistant managers and the manager to determine the number of slots available for operators at each garage. The operator on the committee will be appointed by the ATU. The committee will meet on an annual basis.
2. Full day requests off will be granted no more than ten (10) days in advance.
3. Recognition days will be granted no more than ninety (90) days in advance with seniority prevailing on the 90th day.

LETTER OF AGREEMENT

Office Finance

There is a straight seniority system in the Office Finance Section for open positions and for lay-offs.

1. When an Office Finance position becomes available it will be offered first to employees by seniority in the Office Finance Section.
2. If no employee in Office Finance takes the position, it will then be offered by seniority to Finance Revenue Security Section employees.
3. Finance Revenue Security employees must meet position qualifications outlined on job descriptions and work record standards. The date entering the position determines Office Finance Section seniority.
4. When reducing the number of employees in the Office Finance Section by lay-off, it will be done by straight seniority.
5. The least senior Office Finance employee will be laid-off and a bump will take place starting with the seniority of the employee in the position affected (elimination of position), who may bump into any position their seniority allows. The next affected employee will then use their seniority to bump into any position their seniority allows, etc. Employees in positions not affected by the bump will remain in their positions and cannot move.
6. Overtime will be offered by work section as in the past.

Revenue Security Finance

There is a straight seniority system in the Revenue Security Finance Section for open positions and lay-offs.

1. When a Revenue Security Finance position becomes available it will be offered first to employees by seniority in the Revenue Security Finance Section.
2. If no employees in Revenue Security Finance takes the position, it will be offered by seniority to Office Finance employees.
3. Office Finance employees must meet position qualifications outlined on job description and work record standards. The date entering the position determines Revenue Security Finance Section seniority.

The above provisions for Office Finance and Revenue Security Finance do not apply to Finance Purchasing and Material Management Department or Finance Revenue Equipment Mechanics or Technicians.

General

All positions above: If not filled as stated above, positions will then be posted for all other Metro Transit employees. Office Finance and Revenue Security Finance are considered one department, so employees who are laid-off with three or more years seniority could not use their company seniority to exercise bumping rights between the two sections.

LETTER OF AGREEMENT

4 Day-10 Hour Workweek

As the parties have been engaged in a collective bargaining process towards a voluntary successor agreement to the current labor contract; and,

As the parties have discussed the possibility of instituting a 4-day, 10-hour workweek (4/10 work schedule) for some employees in some departments, the parties hereby agree to the following;

For departments without ten (10) hour days, both the Amalgamated Transit Union and Metro Transit shall meet during the life of this collective bargaining agreement for the purpose of discussing the feasibility and desirability of creating 4/10 work schedules.

If an agreement is reached, it has to be accepted by the employees of the affected department or group.

LETTER OF AGREEMENT

Health Insurance

ATU and the Metropolitan Council may form a joint (multi-union) Labor Management Committee on Health Care Design and Costs. This committee shall look at all aspects of health care. If the committee recommends any changes; the changes must be brought to the ATU Executive Board for approval; if approved by the Executive Board, it must be brought to the ATU membership for approval. If at any time the proposed changes are not approved by a majority of the ATU votes cast, the changes cannot be made.

LETTER OF AGREEMENT

Posting for Full-time Operators

Management will post to establish a seniority pool of part-time Operators desiring to go full-time every six (6) months. This will allow all part-time Operators and those Train Operators who carry dual seniority on the PT Operator seniority list interested in becoming full-time to declare their interest. This pool of interested part-time Operators will be maintained indefinitely in seniority order. If a part-time Operator or Train Operator desires to be removed from the pool they must notify management in writing. Management will fill vacant full-time Operator positions using the established seniority pool of interested part-time Operators. Train Operators who carry dual seniority on the PT Operator seniority list must indicate their desire to become a full-time Operator when called for a full-time Operator position in order to be slotted in the full-time seniority roster. A copy of the seniority pool will be posted on the 3 / 4 day board with a copy available for review with the Garage Manager and/or the ATU Office.

LETTER OF AGREEMENT

Official Clock

The Smartcom clock will be considered the “official clock” when it is working. Employees will still be required to wear a watch and use it in case the Smartcom clock is not working.

LETTER OF AGREEMENT

Run Time Committee

Metro Transit will create a Run Time Committee which will include Bus Operators familiar with the route(s) being considered. ATU will select the Bus Operators for the committee.

LETTER OF AGREEMENT

Return to Work after Disability Retirement

An employee, who is receiving an MSRS Disability Pension and is physically able, may return to Metro Transit under the following conditions:

- The employee may return to the position they originally vacated with frozen seniority.
- The employee may also apply for any open position for which they are qualified. In this case, they will be considered an internal candidate with frozen seniority.
- If the employee was eligible for Retiree Health Insurance when they went out on Disability Retirement, they will remain eligible for this benefit.
- The employee's vacation accrual date will reflect actual service time.
- If an employee's last position prior to being disqualified was one that allowed for dual seniority and the employee returns to such position, dual seniority will be restored.

LETTER OF AGREEMENT

Customer Relations

Customer Relations Specialists assigned to train new employees in the Customer Relations Department (not including restricted duty personnel) will receive an additional one dollar (\$1.00) per hour for every hour of instruction.

LETTER OF AGREEMENT

Payroll

1. Employees in the new classifications will perform Council-wide payroll functions, including Metro Transit payroll functions.
2. Notwithstanding the arbitration award affirming that Metro Transit payroll is ATU bargaining unit work and must be completed by ATU bargaining unit employees, Council-wide payroll functions shall not be considered ATU bargaining unit work.

LETTER OF AGREEMENT

High Visibility t-shirts

Metro Transit and ATU agree to discuss options for high visibility t-shirts and which groups are eligible to wear them. In the event that viable options are agreed to, the parties agree to discuss implementation.

LETTER OF AGREEMENT

Holidays for ATU Members working at Robert Street

Holidays for the ATU employees in these classifications shall be modified to include the following:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day

- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- Two (2) Floating Holidays

LETTER OF AGREEMENT

Tool List

Metro Transit will create a Tool List committee to work on updating the tool list which will include Management, Mechanics and ATU representatives. ATU will select the Mechanics for the committee. The committee will convene within thirty (30) days of ratification and will meet once a month until completion.

LETTER OF AGREEMENT

Rehiring Retirees

Metro Transit and ATU agree to meet and discuss options relating to the provisions of Article 21, Section 23 with the goal of greater flexibility in scheduling for those with earnings caps, impact on the part-time percentages and impact on retiree health insurance.

Any changes to the Collective Bargaining Agreement must be voted upon and approved by the ATU membership.

LETTER OF AGREEMENT

Shift Trading

For departments without a shift trading process already established, both the Amalgamated Transit Union and Metro Transit shall meet during the life of this collective bargaining agreement for the purpose of discussing the feasibility and desirability of creating a shift trading process.

If an agreement is reached, it has to be accepted by the employees of the affected department or group.

LETTER OF AGREEMENT

Job/Class Study

Whereas Metropolitan Council and the ATU desire to update and revise the legacy Wage Classification Table in Article 32 of the Collective Bargaining Agreement because the occupational group relationships does not satisfy the evolving needs of the organization and employees.

And whereas, the Metropolitan Council uses a structured system, the Hay Group Method as its job classification analysis system.

And whereas, Metropolitan Council will update Position Classification Worksheets for all positions that have not been reviewed in the last eighteen months (since July 2014). The updated

Position Classification Worksheet (PCW) will be presented to the Evaluation Team for an updated HAY rating. This review process will begin with Transportation.

Now therefore, the parties agree that the results will influence the structure of the new wage classification table, the number of tables and their relationships. The project will consist of several phases:

1. Adopt a timeline and establish roles/responsibilities
2. Coordinate the creation of the Position Classification Worksheets (PCW's)
3. Review, rate and assign Hay Points to each position evaluated
4. Compile results, make recommendations and review
5. Develop new system
6. Determine implementation and negotiate new structure.

Letter of Agreement – Operator Safety: A joint Operator/Management Safety Barrier and Employee Parking Lot Security evaluation committee shall be created and will meet on a regular basis to discuss implementation, employee satisfaction/concerns with the protective barriers, to better understand the impact on safety, practicality, maintenance requirement and to evaluate the appropriateness for use in Metro Transit service. This committee will be phased out when the issues regarding the protective barriers and parking lot security are addressed. Installation will begin as soon as the barriers arrive.

Members of the committee shall include, but not be limited to:

- 5 Elected TSSC operator representatives from bus garages
- 2 Bus Operators from each garage, selected by ATU
- 1 Mechanic Technician from each garage
- ATU 1005 President, or designee
- Bus Maintenance Director, or designee
- Bus Operations Director, or designee
- Bus Safety Manager, or designee
- Transit Police representative

Letter of Agreement - Restrooms Committee: A joint Union/Management committee shall be created so that those routes have proper restrooms identified at or near the end of each route, during all hours of transit operation, especially weekends. This committee shall meet at least once per month as long as restroom issues are being reported. Committee action shall be posted at all operator locations.

LETTER OF AGREEMENT

Reduced Service Days

A. Bus Transportation and Rail Transportation Reduced Service Days (RSDs)

Picking and Time off

- Operators will pick their work as they normally do, except they will choose different work for reduced service days as they do with holidays.
- If a RSD falls on an operator's scheduled day off then that operator will not pick work for the reduced service day.
- If a RSD falls on an operator's scheduled day on, then that operator may pick work, request off, or use paid time off depending on availability.
- Employees may elect to take the reduced service day off without pay, which will not impact employee recognition.
- There will be an "off", "off- if" and "working" category, which is consistent with the handling of a holiday pick.
- At the time of the pick, Metro Transit will specify articulated bus assignments for reduced service days.

The Reduced Service Days will require the following contract waivers:

- Full-time operators can pick 8-, 9-, or 10-hour runs as they do on holidays.
- Vacation hold-downs will be handled as if RSDs are regular holidays.
- During the weeks of RSDs, 9- and 10-hour operators will be paid daily guarantee and daily overtime, providing they work their entire picked assignments, or use paid time the balance of the week. Any 9- or 10-hour operator picking an 8-hour run for the RSDs and working additional work will not be paid overtime, unless the additional work exceeds the platform time in their original 9- or 10-hour run.
- Part-time operators will be paid their spread penalty for each day they work an AM and PM tripper. If they work substitute AM and PM trippers on RSDs, they will be paid the same spread penalty as owed on the other 4 days.
- Part-time operators who did not participate in the corresponding pick including reduced service days may select to work a vacated PT roster, an unpicked tripper(s) or an unpicked 9-hour short day tripper. The working times and durations of these assignments must respect the times defined in Article 21, Section 3. 30-hour guarantee operators will be paid a 6-hour guarantee provided they work both an AM and PM tripper. If they work an AM and PM tripper, spread penalty will be paid for hours worked or the same spread penalty owed on the other regular workdays, whichever is greater.

30 Hour Guarantee Operators

- Part-time 30-hour guarantee operators will be paid a 6-hour guarantee for each day they work both an AM and PM tripper.
- Operators taking any non-paid time off, other than the RSD, are not entitled to any guarantee.
- Paid time off will be 6 hours for the RSD, providing the operator works their entire picked assignment within that week.

Light Rail Transportation

Light Rail Transportation will participate in the Reduced Service Days

Transit Information

Transit Information will not participate in the Reduced Service Days.

B. Bus Transportation, Rail Transportation, and Transit Information Holidays

The major holidays will be observed on the following dates:

2024

New Year's Day, Monday, January 01, 2024
Memorial Day, Monday, May 27, 2024
Juneteenth, Wednesday, June 19, 2024
Independence Day, Thursday, July 4, 2024
Labor Day, Monday, September 2, 2024
Thanksgiving Day, Thursday, November 28, 2024
Christmas Day, Wednesday, December 25, 2024

2025

New Year's Day, Wednesday, January 01, 2025
Memorial Day, Monday, May 26, 2025
Juneteenth, Thursday, June 19, 2025
Independence Day, Friday, July 4, 2025
Labor Day, Monday, September 1, 2025
Thanksgiving, Thursday, November 27, 2025
Christmas, Thursday, December 25, 2025

2026

New Year's Day, Thursday, January 01, 2026
Memorial Day, Monday, May 25, 2026
Juneteenth, Friday, June 19, 2026
Independence Day, Saturday, July 4, 2026
Labor Day, Monday, September 7, 2026
Thanksgiving, Thursday, November 26, 2026
Christmas, Friday, December 25, 2026

Metro Transit will provide holiday service levels on these dates and operators will pick work for these dates as per the contract.

C. Other Department Reduced Service Days and Holidays (Non-Bus Transportation):

Bus Maintenance

Reduced Service Days – Bus Maintenance

- Bus Maintenance may determine to reduce work schedules in conjunction with a Bus Transportation RSD that is not a designated holiday. For such days, a minimal schedule will be established and filled based on classification and seniority. Employees who are not required to work the minimal schedule may opt to take the day off.
- At the Overhaul Base, scheduling practices will continue as they have in the past for holidays that fall on the weekend.

Holidays – Bus Maintenance

Bus Maintenance will observe the major holidays on the same dates listed under *Section B – Bus Transportation, Rail Transportation and Transit Information Holidays*.

Light Rail Maintenance

Rail Systems Maintenance and Rail Vehicle Maintenance will follow the practice of Bus Maintenance.

Northstar

Northstar Commuter Rail will follow the practice of Bus Maintenance.

Other Departments

Individual departments may allow employees off based on workload and seniority. Employees will be allowed to use Vacation, Floating Holidays, Recognition or Requests Off.

Holidays (Non-Bus Transportation – Non-Bus Maintenance)

The major holidays will be observed on the following dates:

2024

New Year's Day, Monday, January 01, 2024
Memorial Day, Monday, May 27, 2024
Juneteenth, Wednesday, June 19, 2024
Independence Day, Thursday, July 4, 2024
Labor Day, Monday, September 2, 2024
Thanksgiving Day, Thursday, November 28, 2024
Christmas Day, Wednesday, December 25, 2024

2025

New Year's Day, Wednesday, January 01, 2025
Memorial Day, Monday, May 26, 2025
Juneteenth, Thursday, June 19, 2025
Independence Day, Friday, July 4, 2025
Labor Day, Monday, September 1, 2025
Thanksgiving, Thursday, November 27, 2025
Christmas, Thursday, December 25, 2025

2026

New Year's Day, Thursday, January 01, 2026
Memorial Day, Monday, May 25, 2026
Juneteenth, Friday, June 19, 2026
Independence Day, Saturday, July 4, 2026
Labor Day, Monday, September 7, 2026
Thanksgiving, Thursday, November 26, 2026

D. All Full-time ATU Employees participating in the Bus Transportation and Rail Transportation Reduced Service Day that is not a designated holiday

1. Any employee normally scheduled to work on the RSD cannot be forced to take the day off.
2. Advance vacation-day-at-a-time, floating holidays, recognition time, and non-paid requests off will not be accepted.
3. Employees are encouraged to use paid time.
4. ATU and Management agree and understand that other waivers may be necessary and agreed upon.

Letter of Agreement - SW Train Operator Hiring: In preparation for the expansion of the Southwest Rail project, the parties agree to meet and negotiate during the term of this contract for the purpose of expanding the applicant pool for Train Operators. This new pool would not only include Bus Operators, it would also allow for the consideration of other applicants, such as other ATU employees, Met Council employees and those individuals who do not currently work for the organization. The parties will also determine what other sections of the contract need to be modified as a result of increasing the applicant pool for Train Operator positions.

Letter of Agreement - Operator Run Time Working Group: Metro Transit will create a working group to evaluate the impacts of adding report time to platform time when constructing 9-hour, 10-hour and Rail runs. ATU will select the Bus/Train Operators for the committee.

Letter of Agreement - Part-Time Operator Flex Committee: A joint Labor/Management Committee shall be created and will meet according to a mutually agreed upon schedule to discuss the creation of a part-time flexible operator position. The Committee shall consider all areas of concern, including the following:

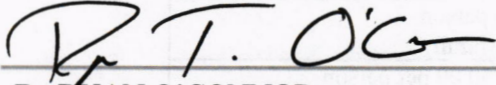
- Additional Single Day Vacation
- Non-Rostered PT Work
- Benefits, PT Operators
- Miscellaneous Operator/Dispatcher Hours of work
- Extra Board Working PT Rosters
- PT Weekday hours of work
- PT Operator Percentage
- PT Operators over 30 hours
- Retiree Language

The Committee will be tasked with bringing a joint proposal to the next contract negotiations for consideration. If both parties agree, an LOA may be created and agreed to during the term of the agreement.

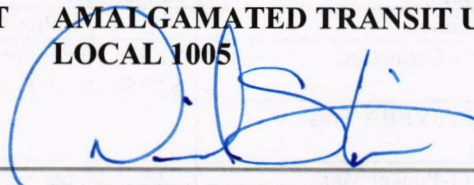
IN WITNESS WHEREOF, the respective parties have affixed their hands and seal by their fully authorized representatives on this 19 day of July 2024.

METROPOLITAN COUNCIL/METRO TRANSIT
Minneapolis-St. Paul, Minnesota

**AMALGAMATED TRANSIT UNION,
LOCAL 1005**



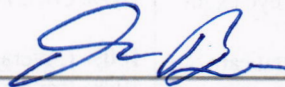
By RYAN O'CONNOR
Regional Administrator



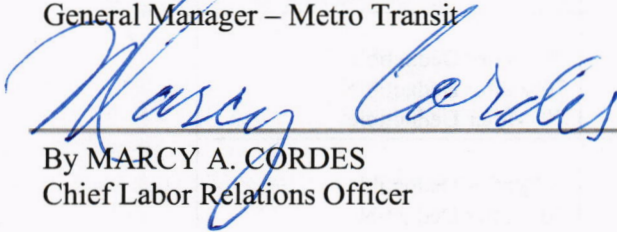
By DAVID STIGGERS
President/Business Agent



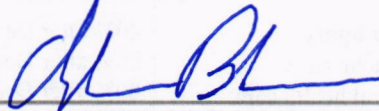
By LESLEY KANDARAS
General Manager – Metro Transit



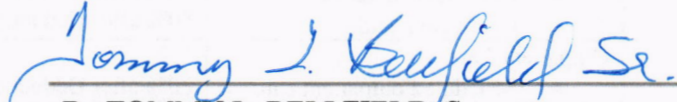
By DAVID BUTTS
Vice President



By MARCY A. CORDES
Chief Labor Relations Officer



By ANDREW BOARDMAN
Recording Secretary/Asst. Business Agent



By TOMMY L. BELLFIELD, Sr.
Financial Secretary/Treasurer

Attachment – Non-negotiable, for illustrative purposes only.

Plan C (HRA/VEBA Trust)-Active Employees:

Health Service	In Network	Out of Network
Lifetime Maximum	Unlimited	Unlimited
Calendar Year Deductible	\$1,375.00 per person \$2,750.00 per family	\$2,650.00 per person \$5,250.00 per family
Employer HRA/VEBA Trust Contribution	\$1,375.00 per person \$2,750.00 per family	
Annual Out-of-Pocket Max	\$2,875.00 per person \$5,750.00 per family	\$5,750.00 per person \$11,500.00 per family
Preventive Health Care <ul style="list-style-type: none"> Routine physical, eye exam & well-child care Prenatal & postnatal care Allergy injections Immunizations 	100% Coverage 100% Coverage 100% Coverage 100% Coverage	70% after Deductible 70% after Deductible 70% after Deductible 70% after Deductible
Office Visits <ul style="list-style-type: none"> Illness or injury Chiropractic care Behavioral health care 	80% after Deductible 80% after Deductible 80% after Deductible	70% after Deductible 70% after Deductible 70% after Deductible
Inpatient Hospital Care <ul style="list-style-type: none"> Illness or injury Behavioral health care Chemical health 	80% after Deductible 80% after Deductible 80% after Deductible	70% after Deductible 70% after Deductible 70% after Deductible
Outpatient Care <ul style="list-style-type: none"> Scheduled outpatient care 	80% after Deductible	70% after Deductible
Diagnostics <ul style="list-style-type: none"> MRI/CT Scans 	80% after Deductible	70% after Deductible
Emergency Care <ul style="list-style-type: none"> Urgently needed care at an urgent care clinic or medical center Emergency care at a hospital Emergency Room Ambulance 	80% after Deductible 80% after Deductible 80% after Deductible	80% after Deductible 80% after Deductible 80% after Deductible
Prescription Drugs <ul style="list-style-type: none"> Retail Pharmacy (up to a 30-day supply; formulary) Formulary Mail Order (up to a 90-day supply) 	80% after Deductible 80% after Deductible	70% after Deductible 70% after Deductible
Dental Care <ul style="list-style-type: none"> Accidental Dental Preventive care (dependents under age 26 only) 	80% after Deductible 100% Coverage	70% after Deductible 100% Coverage
Home Health Care	80% after Deductible (120 visits/calendar year)	70% after Deductible (60 visits/calendar year)
Durable Medical Equipment	80% after Deductible	70% after Deductible

Prescription drug coverage: Up to a 30-day supply; or one vial or box of insulin cartridges; or 1 cycle of oral contraceptives.

Attachment – Non-negotiable, for illustrative purposes only.

Optional Plan D	Distinctions III			
Covered Service	Level 1	Level 2	Level 3	Out-of-Network
Lifetime maximum	Unlimited			Unlimited
Calendar year deductible	\$275 per person; \$550 per family			\$550 per person; \$1,100 per family
Annual medical out-of-pocket maximum	\$1,100 per person; \$2,200 per family			\$3,000 per person; \$5,000 per family
Preventive Health Care				
Routine physical, eye examinations & well-child care	100% Coverage (no deductible)	100% Coverage (no deductible)	100% Coverage (no deductible)	No Coverage
Prenatal & postnatal care	100% Coverage (no deductible)	100% Coverage (no deductible)	100% Coverage (no deductible)	70% after Deductible
Immunizations	100% Coverage (no deductible)	100% Coverage (no deductible)	100% Coverage (no deductible)	No Coverage
Office Visits				
Illness or injury/ chiropractic care	\$23 Copayment (no deductible)	\$33 Copayment (no deductible)	\$43 Copayment (no deductible)	70% after Deductible
Behavioral health care	\$23 Copayment (no deductible)	\$23 Copayment (no deductible)	\$23 Copayment (no deductible)	70% after Deductible
Allergy injections	100% Coverage (no deductible)	100% Coverage (no deductible)	100% Coverage (no deductible)	70% after Deductible
Inpatient Hospital Care				
Illness or injury	\$100 Copayment after deductible	\$250 Copayment after deductible	\$500 Copayment after deductible	70% after Deductible
Behavioral health care	\$100 Copayment after deductible	\$250 Copayment after deductible	\$500 Copayment after deductible	70% after Deductible
Durable Medical Equipment				
Illness or injury	80% after Deductible	80% after Deductible	80% after Deductible	70% after Deductible
Home Health Care				
Illness or injury	\$25 Copayment (no deductible)	\$25 Copayment (no deductible)	\$25 Copayment (no deductible)	70% after Deductible
Outpatient Care				
Scheduled outpatient procedures	\$30 Copayment after deductible	\$40 Copayment after deductible	\$70 Copayment after deductible	70% after Deductible
Diagnostics				
MRI / CT Scans	80% after Deductible	80% after Deductible	80% after Deductible	70% after Deductible
Emergency Care				
Urgent Care Center	\$25 Copayment (no deductible)	\$25 Copayment (no deductible)	\$25 Copayment (no deductible)	See HealthPartners Benefit
Emergency care at a hospital ER	\$113 Copayment (no deductible)	\$113 Copayment (no deductible)	\$113 Copayment (no deductible)	See HealthPartners Benefit
Ambulance	80% after Deductible	80% after Deductible	80% after Deductible	70% after Deductible
Prescription Drugs				
Retail pharmacy (up to a 30-day supply; generic formulary)	\$15 Copayment (no deductible)	\$15 Copayment (no deductible)	\$15 Copayment (no deductible)	70% after Deductible
Retail pharmacy (up to a 30-day supply; brand name formulary)	\$33 Copayment (no deductible)	\$33 Copayment (no deductible)	\$33 Copayment (no deductible)	70% after Deductible
Formulary Mail order (up to a 90-day supply) generic formulary	\$30 Copayment (no deductible)	\$30 Copayment (no deductible)	\$30 Copayment (no deductible)	70% after Deductible
Formulary Mail order (up to a 90-day supply) brand name formulary	\$66 Copayment (no deductible)	\$66 Copayment (no deductible)	\$66 Copayment (no deductible)	70% after Deductible