

# M Management Committee

Business Item

Item: 2009-03

Meeting date: January 14, 2009

## ADVISORY INFORMATION

**Date:** December 26, 2008  
**Subject:** Approval of Amendment to the Non-Represented Plan Effective January 1, 2009  
**District(s), Member(s):** All  
**Policy/Legal Reference:** Minn. Statute 473.129, Subd. 2 (Powers of Metropolitan Council)  
**Staff Prepared/Presented:** Gloria Heinz, Director of Human Resources, 651-602-1398  
**Division/Department:** Human Resources

### Proposed Action

That the Metropolitan Council approve an amendment to the Non-Represented Plan effective January 1, 2009, as reflected in the Summary of Revisions below.

### Background

The Metropolitan Council approved the Non-Represented Plan Effective January 1, 2009 at its December 10, 2008 meeting (Business Item 2008-319). The proposed amendment reflects changes to the Plan as outlined below:

### Rationale

#### Summary of Revisions

Section 2: Definitions (p.2)

Added the definition for Executive Employee.

Section 15: Hours of Work (p. 23)

15.5: Added language that annual leave at separation is subject to the limits of Section 5.4.1 (in addition to Section 15.4.2).

Appendix B: Job Classifications & Salary Grades (pp. 25 & 26)

Added the position Compensation Analyst

Corrected the grade for Deputy General Manager Metro Transit to EX-2

Added the position Director, Metropolitan WWTP

Appendix C: Non Represented Salary Grades (p. 29)

Added range mid point and range maximum for E2-Exempt and E2 grades.

The Non-Rep Plan is attached in its entirety which shows all the changes.

# M Management Committee

**Committee Report**  
Business Item: 2008-319

**For the Metropolitan Council meeting of December 10, 2008**

## **ADVISORY INFORMATION**

**Date Prepared:** November 13, 2008

**Subject:** Non-Represented Plan Effective January 1, 2009

### **Proposed Action**

That the Metropolitan Council approve the Non-Represented Plan effective January 1, 2009.

### **Summary of Committee Discussion / Questions**

None.

# M Management Committee

Business Item

Item: 2008-319

Meeting date: November 12, 2008

## ADVISORY INFORMATION

<b>Date:</b>	November 3, 2008
<b>Subject:</b>	Non-Represented Plan Effective January 1, 2009
<b>District(s), Member(s):</b>	All
<b>Policy/Legal Reference:</b>	Minn. Statute 473.129, Subd. 2 (Powers of Metropolitan Council)
<b>Staff Prepared/Presented:</b>	Gloria Heinz, Director of Human Resources, 651-602-1398
<b>Division/Department:</b>	Human Resources

### Proposed Action

That the Metropolitan Council approve the Non-Represented Plan effective January 1, 2009.

### Background

- The non-represented plan covers approximately 260 employees who are not covered by the provisions of a collective bargaining agreement.
- The plan includes staff in clerical/administrative/technical, senior staff/managerial and executive classifications.

### Rationale

#### Summary of Changes

In addition to some clarification relating to notifications in writing (see sections 3.2, 3.3.1, 3.3.2, 7.4, and 13.2), other substantive changes to the Non Rep plan are as follows:

#### Section 2: Definitions (p.2)

- Added the definition for short term temporary employees.

#### Section 3: Hours of Work (p. 3)

- 3.3.2: Added language to show overtime pay is included in the salary cap for exempt positions, and that overtime extending beyond the salary cap must be taken as comp time.

#### Section 4: Holidays (p. 4)

- 4.1: Removed reference to overtime as a result of a holiday
- 4.1: Added language that holiday hours may be taken in full hourly increments of the employee's choice.

#### Section 5: Annual Leave (p. 8)

- 5.4.1: Added language requiring employees to contribute 50% of their annual leave to the health care savings plan upon termination and upon certain conditions.
- 5.5: Added language confirming that supplemental sick leave earned in another bargaining unit shall not convert to annual leave but will be retained as "frozen" supplemental sick leave to be used in the first five days of salary continuance.

#### Section 6: Income Protection (p. 9)

- 6.1: Added supplemental sick leave to the income protection levels.

- 6.2.5: Clarified that salary continuance benefits shall not exceed 65 workdays in a “rolling year.”
- 6.3: Clarified that salary continuance is not paid upon termination of employment.

**Section 7: Leaves of Absence (p. 12)**

- 7.1.1: Added language to include “other persons in an employee’s household” for paid bereavement leave.
- 7.4: Requires a written statement when ending LOA.

**Section 9: Probation (p. 15)**

- 9.1: Clarified that employees may only attend external training or conferences during their probationary period with permission or assignment of their employer.

**Section 10: Salary Administration (p. 16)**

- 10.3: Clarified language for proration of performance increases for new employees.
- 10.4: Same as 10.3

**Section 13: Discipline and Dispute Resolution (p. 22)**

- 13.2: Clarified supervisor responses must be in writing

**Appendix B – Job Classifications and Salary Grades (p. 26)**

- Additions and deletions of certain job classifications.

**Appendix C – Non Represented Salary Grades (p. 30)**

- Increases made to the range mid point and range maximum; no change to the range minimum.

**The Non-Rep Plan is attached in its entirety which shows all the changes.**

# **METROPOLITAN COUNCIL NON-REPRESENTED PLAN**

*The provisions of this plan are not conditions of employment, and this plan is not intended to create a contract between the Metropolitan Council and its employees.*

*Approved January 1, 2009*

## TABLE OF CONTENTS

<b>SECTION 1: INTRODUCTION</b>	<b>1</b>
<b>1.1 AUTHORITY</b> .....	<b>1</b>
<b>1.2 PURPOSE</b> .....	<b>1</b>
<b>1.3 SCOPE</b> .....	<b>1</b>
<b>1.4 ADOPTION AND AMENDMENT</b> .....	<b>1</b>
<b>1.5 ADMINISTRATION</b> .....	<b>1</b>
<b>1.6 EFFECTIVE DATE</b> .....	<b>1</b>
<b>SECTION 2: DEFINITIONS</b>	<b>2</b>
<b>SECTION 3: HOURS OF WORK</b>	<b>3</b>
<b>3.1 HOURS OF WORK</b> .....	<b>3</b>
<b>3.2 WORK SCHEDULES</b> .....	<b>3</b>
<b>3.3 OVERTIME/COMPENSATORY TIME</b> .....	<b>3</b>
<b>SECTION 4: HOLIDAYS</b>	<b>4</b>
<b>4.1 HOLIDAY SCHEDULE</b> .....	<b>4</b>
<b>4.2 HOLIDAY PAY</b> .....	<b>4</b>
<b>4.3 NEW EMPLOYEES</b> .....	<b>5</b>
<b>4.4 RELIGIOUS HOLIDAYS</b> .....	<b>5</b>
<b>SECTION 5: ANNUAL LEAVE</b>	<b>6</b>
<b>5.1 ANNUAL LEAVE ACCRUAL</b> .....	<b>6</b>
<b>5.2 ANNUAL LEAVE USAGE</b> .....	<b>8</b>
<b>5.3 ANNUAL LEAVE CONVERSION TO DEFERRED COMPENSATION</b> .....	<b>8</b>
<b>5.4 ANNUAL LEAVE UPON SEPARATION</b> .....	<b>8</b>
<b>5.5 ANNUAL LEAVE UPON TRANSFER TO NON-REPRESENTED POSITION</b> .....	<b>8</b>
<b>SECTION 6: INCOME PROTECTION</b>	<b>9</b>
<b>6.1 PURPOSE</b> .....	<b>9</b>
<b>6.2 SALARY CONTINUANCE</b> .....	<b>9</b>
<b>6.3 SUPPLEMENTAL SICK LEAVE BANK</b> .....	<b>10</b>
<b>6.4 LONG-TERM DISABILITY</b> .....	<b>10</b>

<b>SECTION 7: LEAVES OF ABSENCE</b>	<b>12</b>
7.1 LEAVES OF ABSENCE.....	12
7.2 RETURN FROM LEAVE OF ABSENCE WITH PAY.....	13
7.3 RETURN FROM LEAVE OF ABSENCE WITHOUT PAY.....	13
7.4 TERMINATION OF LEAVE .....	13
<b>SECTION 8: PROBATION</b>	<b>14</b>
<b>SECTION 9: EMPLOYEE DEVELOPMENT</b>	<b>15</b>
9.1 TRAINING SEMINARS/EDUCATION COURSES .....	15
9.2 PROFESSIONAL MEMBERSHIP .....	15
9.3 INTERGOVERNMENTAL EXCHANGE .....	15
<b>SECTION 10: SALARY ADMINISTRATION</b>	<b>16</b>
10.1 SALARY RANGES.....	16
10.2 SALARY RATES AND LIMITS .....	16
10.3 PERFORMANCE-BASED SALARY INCREASES.....	16
10.4 NEW HIRES.....	16
10.5 PROMOTIONS .....	16
10.6 TRANSFERS .....	17
10.7 DEMOTIONS.....	17
10.8 WORKING OUT OF CLASS, ACTING OR TEMPORARY ASSIGNMENT.....	17
10.9 EXECUTIVE PERFORMANCE AWARD .....	17
10.9 ADDITIONAL COMPENSATION .....	17
10.10 BUS PASS .....	17
<b>SECTION 11: LAYOFF</b>	<b>18</b>
11.1 NOTICE OF LAYOFF .....	18
11.2 ELIGIBILITY FOR REHIRE .....	18
<b>SECTION 12: INSURANCE</b>	<b>19</b>
12.1 MEDICAL INSURANCE.....	19
12.2 DENTAL INSURANCE.....	19
12.3 LIFE INSURANCE.....	19
12.4 LONG-TERM DISABILITY (LTD).....	19

<b>12.5 FLEXIBLE BENEFITS</b> .....	<b>19</b>
<b>12.6 RETIREE INSURANCE</b> .....	<b>19</b>
<b>SECTION 13: DISCIPLINE AND DISPUTE RESOLUTION</b>	<b>21</b>
<b>13.1 DISCIPLINE</b> .....	<b>21</b>
<b>13.2 DISPUTE RESOLUTION</b> .....	<b>21</b>
<b>SECTION 14: UNCLASSIFIED SERVICE</b>	<b>22</b>
<b>14.1 DESIGNATION OF POSITIONS</b> .....	<b>22</b>
<b>14.2 APPOINTMENT</b> .....	<b>22</b>
<b>14.3 COMPENSATION AND BENEFITS</b> .....	<b>22</b>
<b>14.4 SEPARATION</b> .....	<b>22</b>
<b>SECTION 15: ANNUAL LEAVE FOR EXECUTIVES</b>	<b>23</b>
<b>15.1 FIRST CALENDAR YEAR</b> .....	<b>23</b>
<b>15.2 SUBSEQUENT YEARS:</b> .....	<b>23</b>
<b>15.3 ANNUAL LEAVE CONVERSION TO DEFERRED COMPENSATION:</b> .....	<b>23</b>
<b>15.4 ANNUAL LEAVE USAGE REQUIREMENTS AND ACCUMULATION LIMITS:</b> ....	<b>23</b>
<b>15.5 ANNUAL LEAVE UPON SEPARATION</b> .....	<b>23</b>
<b>APPENDIX A: UNCLASSIFIED POSITIONS</b>	<b>24</b>
<b>APPENDIX B: NON REPRESENTED JOB CLASSIFICATIONS &amp; SALARY GRADES</b>	<b>25</b>
<b>APPENDIX C: NON REPRESENTED SALARY GRADES</b>	<b>29</b>



## **SECTION 1: INTRODUCTION**

### **1.1 AUTHORITY**

This plan is authorized by Resolution of the Metropolitan Council. The Regional Administrator is responsible for administration of provisions of this plan and may interpret the provisions of this plan and issue administrative memoranda establishing procedures for implementation.

### **1.2 PURPOSE**

It is the purpose of this plan to establish and set forth the compensation, benefits, and terms and conditions of employment for all employees in classified and unclassified positions who are not represented by an exclusive representative.

### **1.3 SCOPE**

Provisions of this plan apply to employees in classified and unclassified non-represented positions listed in the plan. This plan does not apply to employees in positions covered by collective bargaining agreements. Provisions of this plan do not apply to interns or temporary employees, unless otherwise specified. Unless otherwise specified, the provisions of the plan that are applicable to supervisory positions also apply to unclassified positions.

### **1.4 ADOPTION AND AMENDMENT**

This plan and any amendments are effective only upon approval by the Council. Consideration of an amendment to the plan may be initiated by the Regional Administrator or the Council. The Council may approve, reject or modify any amendments presented for consideration and make changes as they deem appropriate.

### **1.5 ADMINISTRATION**

The Regional Administrator may establish administrative procedures for the implementation of provisions of this plan provided that such procedures are consistent with the plan and Council Policy.

### **1.6 EFFECTIVE DATE**

All provisions of this plan shall be effective upon approval by the Council unless otherwise noted.

## SECTION 2: DEFINITIONS

**Classified Employee:** All positions not considered unclassified.

**Confidential Employee:** "Confidential employee" refers to an employee who as part of the employee's job duties has access to labor relations information as that term is defined in MS 13.37 or actively participates in the meeting and negotiation on behalf of the public employer. MS 13.37, subdivision 1, paragraph (c) provides that "labor relations information" means management positions on economic items that have not been presented during the collective bargaining process or interest arbitration, including information specifically collected or created to prepare the management position;

**Employee:** "Public employee" or "employee" refers to any person appointed or employed by a public employer.

**Exempt Employee:** Employees in positions that are not covered by provisions of the federal Fair Labor Standards Act (FLSA).

**Long Term Temporary Employee:** Position for a period of 90 working days or more but not greater than two years (excluding grant funded positions).

**Short Term Temporary Employee:** Position for a period less than 90 days. This is a non-benefit position.

**Minnesota Public Employer Salary Limits:** Salary limit established by Minnesota Statute 43A.17, subdivision 9.

**Non Exempt Employee:** Employees in positions that are covered by the federal Fair Labor Standards Act (FLSA).

**Supervisory Employee:** A person who has the authority to undertake a majority of the following supervisory functions in the interests of the employer: hiring, transfer, suspension, promotion, discharge, assignment, reward, or discipline of other employees, direction of the work of other employees, or adjustment of other employees' grievances on behalf of the employer.

**Unclassified Employee:** Positions in the unclassified service are not required to be filled by competitive examination, and may be subject to an open application and screening process. The Council may discharge unclassified employees with or without cause. Unclassified employees have no right to a grievance appeal from discharge or other disciplinary action.

**Executive Employee:** Executive employee refers to an unclassified employee represented by the Non Rep Plan, holding the pay grades of Exec 1 and Exec 2.

## **SECTION 3: HOURS OF WORK**

### **3.1 HOURS OF WORK**

The standard workday consists of eight hours of work within a 24-hour period, exclusive of the unpaid 30-minute lunch period. The standard workweek consists of 40 hours of work within a seven-day period. The standard hours of business are Monday – Friday, 8:00 a.m. – 4:30 p.m. The standard pay period consists of 80 hours over two work weeks.

### **3.2 WORK SCHEDULES**

Work units may develop flexible work schedules that vary from the standard hours of business provided that:

- All flexible work schedules must be approved in writing by the employee's supervisor.
- All flexible work schedules must include a lunch period.
- No employee in a nonexempt position may work an alternative work schedule that exceeds 40 hours per week.

### **3.3 OVERTIME/COMPENSATORY TIME**

Eligibility of positions for overtime shall be determined in accordance with the federal Fair Labor Standards Act (FLSA) and paid as follows:

#### **3.3.1 Nonexempt Positions:**

Employees in non-exempt positions shall be paid at the rate of 1.5 times their regular rate of pay for hours worked in excess of 40 hours within the workweek. All overtime must be pre-approved by the employee's supervisor in writing. With supervisor approval, employees may choose to earn compensatory time off at the same rate in lieu of payment of overtime. Employees may accumulate compensatory time to a maximum of 40 hours. All compensatory time must be used by December 31<sup>st</sup>. Unused compensatory time will be paid out, at the employee's hourly rate, at year end.

#### **3.3.2 Exempt Positions**

Compensation for exempt positions is based up the expectation of a minimum of 80 hours in the pay period. However, due to the nature of the positions, additional time without compensation may be regularly required to satisfactorily carry out the responsibilities of the position, including evenings, weekends and holidays. Such work requirements are considered an integral part of the job. However, where their assigned duties and responsibilities permit, exempt staff may exercise reasonable and prudent discretion in scheduling or varying the times at which their work is performed, with written supervisory approval.

In extreme situations, the General Manager or Division Director may approve compensation for hours worked which exceed 80 hours in a pay period. Overtime shall be allowed on a straight-time basis only. Overtime pay is included in the salary cap. Any overtime salary that extends beyond the salary cap must be taken as comp time. With supervisory approval, an employee may choose to earn compensatory time off in lieu of payment of overtime. Employees may accumulate compensatory time to a maximum of 40 hours. All compensatory time must be used by December 31<sup>st</sup>. Unused compensatory time will be paid out, at the employee's hourly rate, at year end.

#### **3.3.3 Exempt Executive Level Positions**

Positions in the executive compensation plan are not eligible for overtime compensation or compensatory time. In rare circumstances, an employee in the executive compensation plan may be approved for an alternate work schedule reflective of actual hours worked. This would require express written permission from the employee's direct supervisor.

## SECTION 4: HOLIDAYS

### 4.1 HOLIDAY SCHEDULE

	<b>Metro Transit Division</b>	<b>All Other Divisions</b>
New Year's Day	X	X
Martin Luther King Jr. Birthday	X	X
Presidents' Day		X
Memorial Day	X	X
Independence Day	X	X
Labor Day	X	X
Veterans' Day		X
Thanksgiving Day	X	X
Thanksgiving Friday		X
Christmas Day	X	X
Floating Holidays	Five Floating Holidays	Two Floating Holidays

When New Year's Day, Independence Day, Veterans' Day or Christmas Day falls on a Sunday, the following Monday shall be observed as the paid holiday. When any of these holidays fall on a Saturday, the preceding Friday shall be observed as the paid holiday.

If any employee is required to work on a fixed holiday, the employee and his or her supervisor shall arrange a mutually agreed upon day off within three months following the holiday. If another day off cannot be arranged, the employee shall be paid for the holiday. Holiday hours may be taken in full hourly increments of the employee's choice.

No more than eight hours shall be paid for each holiday. Employees on an unpaid leave of absence are not eligible for holiday pay.

### 4.2 HOLIDAY PAY

Employees shall receive holiday pay on the following basis:

<b>Hours Assigned Per Week</b>	<b>Holiday Pay</b>
30 – 40 hours	8 hours
20 hours but less than 30	6 hours
Less than 20 hours	0 hours

Employees may use their floating holidays at any time during the calendar year in which they are earned, provided advance supervisory approval is received. For Metro Transit employees, up to three floating holidays that are earned but not used by December 31 shall be paid to the employee in the first regular pay period following

December 31 subject to salary cap limitations. No unused floating holidays may be carried over to a subsequent year.

#### **4.3 NEW EMPLOYEES**

Employees hired during the year shall be granted floating holidays as follows and paid in accordance with Section 4.2 Holiday Pay:

<b>Date of Hire</b>	<b>Metro Transit Division</b>	<b>All Other Divisions</b>
January 1 through March 31	40 Hours	16 Hours
April 1 through June 30	32 Hours	12 Hours
July 1 through September 30	24 Hours	8 Hours
October 1 through November 30	16 Hours	4 Hours
December 1 through December 31	0 Hours	0 Hours

No new employee shall receive holiday pay for a holiday that occurs prior to the first day of work. No terminating employee shall receive holiday pay for a holiday that occurs after the last day of work.

Employees transferring from a represented position to a non-represented position shall be granted holidays based on a maximum of 12 holidays for the calendar year.

#### **4.4 RELIGIOUS HOLIDAYS**

When a religious holiday not observed as a fixed holiday falls on an employee's regularly scheduled workday, the employee shall be allowed to take that day off to observe the religious holiday. Employees may take the time off without pay, use accumulated annual leave, or use a floating holiday. Employees must notify their supervisor in advance of their intention to observe a religious holiday.

## SECTION 5: ANNUAL LEAVE

### 5.1 ANNUAL LEAVE ACCRUAL

As used in Sections 5.1 through 5.5, the term, “employee” refers to non-represented employees other than those in the Executive Compensation Plan. Annual leave provisions for employees in the Executive Compensation Plan are described in Section 15.

#### 5.1.1. Employees Appointed to 30 or More Hours per Week:

Employees other than those in their first calendar year of employment shall accrue annual leave as follows:

**TABLE A: Appointed 30 Hours or More per Week**

Service Credit	Accrual Rate Per Pay Period	Hours Per Year
0 through 2 years	5 hours	Up to 130 hours
At the beginning of the 3rd year	6 hours	156 hours
At the beginning of the 4 <sup>th</sup> year through 6 <sup>th</sup> year	8 hours	208 hours
At the beginning of the 7 <sup>th</sup> year through 12 <sup>th</sup> year	9 hours	234 hours
At the beginning of the 13 <sup>th</sup> year through 20 <sup>th</sup> year.	10 hours	260 hours
At the beginning of the 21 <sup>st</sup> year through 25 <sup>th</sup> year.	11 hours	286 hours
At the beginning of the 26 <sup>th</sup> year.	12 hours	312 hours

#### 5.1.2. Employees Appointed to 20 but less than 30 Hours per Week:

Employees other than those in their first calendar year of employment shall accrue annual leave as follows (based on 75% of Table A above).

**TABLE B: Appointed to 20-29 Hours per Week**

Service Credit	Accrual Rate Per Pay Period	Hours Per Year
0 through 2 years	3.75 hours	97.5 hours
At the beginning of the 3rd year	4.50 hours	117.0 hours
At the beginning of the 4 <sup>th</sup> year through 6 <sup>th</sup> year	6.00 hours	156.0 hours
At the beginning of the 7 <sup>th</sup> year through 12 <sup>th</sup> year	6.75 hours	175.5 hours
At the beginning of the 13 <sup>th</sup> year through 20 <sup>th</sup> year.	7.50 hours	195.0 hours
At the beginning of the 21 <sup>st</sup> year through 25 <sup>th</sup> year.	8.25 hours	214.5 hours
At the beginning of the 26 <sup>th</sup> year.	9.00 hours	234.0 hours

Service credit includes the total years of paid employment in a regular or long term temporary Council position, including periods of leave without pay when followed by a return to work and periods of employment through interagency exchange. For purposes of annual leave accrual rates only, the employer may, in its sole discretion, grant new employees with service credit for years of relevant work experience gained prior to their date of employment. Service credit shall not be applied retroactively.

**5.1.3. Employees Appointed for Less Than 20 Hours per Week:**

Employees shall not accrue annual leave.

**5.1.4. Employees Being Paid for Less Than a Full Pay Period:**

If an employee is paid for less than the appointed hours, annual leave shall accrue at the following rate. This does not apply to employees appointed to less than 20 hours/week:

**TABLE C**

<b>Appointed Hours per Week</b>	<b>Paid Hours Per Pay Period</b>	<b>Percentage of Accrual</b>
30 or more hours (60/pay period)	60 or more hours	100% of Table A
30 or more hours (60/pay period)	Less than 60 hours	75% of Table A
20 but less than 30 hours (40 but less than 60 hours/pay period)	40 but less than 60 hours	100% of Table B
20 but less than 30 hours (40 but less than 60 hours/pay period)	Less than 40 hours	75% of Table B

**5.1.5. New Employees:**

Employees hired during the year shall not accrue annual leave during their first calendar year of employment. Instead, such employees shall receive an annual leave bank as of their first day of employment as follows:

**TABLE D**

<b>Start Date</b>	<b>Annual Leave Bank (Table A Employees)</b>	<b>Annual Leave Bank (Table B Employees)</b>
January 1 through March 31	100% of hours based on service credit in Table A	100% of hours based on service credit in Table B
April 1 through June 30	75% of hours based on service credit in Table A	75% of hours based on service credit in Table B
July 1 through September 30	50% of hours based on service credit in Table A	50% of hours based on service credit in Table B
October 1 through December 31	25% of hours based on service credit in Table A	25% of hours based on service credit in Table A

On January 1<sup>st</sup> of the year following their date of employment, employees shall accrue annual leave according to Tables A or B above.

**5.1.6. Annual Leave Accrual Limits:**

Employees may accrue annual leave up to a maximum of 1,040 hours. Any hours in excess of 1,040 shall be forfeited by the employee. It is the employee's responsibility to monitor their accumulated annual leave balance.

## **5.2 ANNUAL LEAVE USAGE**

All requests for annual leave must be pre-approved by the employee's supervisor. . Use of annual leave shall not be denied if the request is for purposes of observing a religious holiday.

Employees may not use more annual leave than their accumulated balance.

## **5.3 ANNUAL LEAVE CONVERSION TO DEFERRED COMPENSATION**

Employees may convert once during the payroll year a portion of their accumulated annual leave as a contribution to the Council's deferred compensation plan according to provisions of Council procedure 4-4m Deferred Compensation. Conversions that would result in the employee's gross compensation to exceed the Minnesota public employer salary limits shall not be permitted. The amount converted plus other annual deferred compensation contributions may not exceed the deferred compensation plan contribution limits. Employees on probation as a new hire are not eligible to convert annual leave to deferred compensation.

## **5.4 ANNUAL LEAVE UPON SEPARATION**

An employee separated from Council employment shall be paid for any unused accumulated annual leave at the employee's rate of pay upon separation. An employee on probation as a new hire shall not be eligible to receive payment for unused accumulated annual leave.

### **5.4.1 Health Care Savings Plan**

The Regional Administrator shall have the authority to put in place a plan which requires that upon separation from employment with the Council some portion of a full time employee's unused, annual leave will be placed into an individual health care savings account administered through the Minnesota State Retirement System.

Effective March 2008, employees will contribute 50% of their annual leave to the Health Care Savings Plan upon termination, provided that the employee:

- Has a minimum balance of 200 hours
- Is at least 25 years of age
- Is a full time employee immediately prior to termination

## **5.5 ANNUAL LEAVE UPON TRANSFER TO NON-REPRESENTED POSITION**

Employees transferring from a represented position to a non-represented position shall be granted annual leave as follows, subject to the 1,040 hour maximum:

- The employee's current balance of annual leave or vacation shall be converted to annual leave on a one-to-one basis.
- Sick leave shall be converted to annual leave on a three-to-one basis (three hours of sick leave converts to one hour of annual leave). Supplemental Sick Leave earned in another bargaining unit shall not convert but will be retained as "frozen" supplemental sick leave to be used in the first five (5) days of salary continuance
- At the time of transfer, any accrued annual leave in excess of the maximum allowed under this plan may be converted to deferred compensation as defined in Section 5.3. Deferred compensation conversions resulting from a transfer to the Non-Represented Plan do not count toward the one-time per year conversion restriction.



## SECTION 6: INCOME PROTECTION

### 6.1 PURPOSE

The income protection plan is designed to provide salary replacement for employees who are unable to work due to non-work related illness or injury. Provisions of the plan cover all regular and probationary employees and long term temporary employees.

The plan provides two levels of income protection:

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

### 6.2 SALARY CONTINUANCE

#### 6.2.1 Salary Continuance Schedule

Following the first five consecutive workdays of an absence, salary continuance shall be in accordance with the following schedule:

<b>Years of Continuous Council Employment</b>	<b>Workdays at Full Salary</b>	<b>Workdays at 60% Salary</b>
0 through 5 years	25	35
6 through 10 years	50	10
11+ years	60	0

Employees in the Executive Compensation Plan shall receive 60 workdays at full salary regardless of service date.

#### 6.2.2 Eligibility for Salary Continuance

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

#### 6.2.3 Request for Salary Continuance

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

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

#### **6.2.4 Salary Continuance Benefits**

- Salary continuance benefits shall be paid at the rate of pay the employee earned on the last workday before an absence for non-work related illness or injury. No change in pay rate shall be made while an employee is on salary continuance.
- An employee may use accumulated annual leave to supplement the salary continuance hours, but in no event may the total hours of salary continuance plus annual leave hours charged exceed the hours of the employee's appointment. For example, if the employee's appointment is 30 hours per week, the combination of salary continuance benefits paid according to the schedule and use of accumulated annual leave may not equal more than the equivalent of 30 hours worked per week.
- During salary continuance, annual leave accrual and paid holiday leave shall be based on the number of paid hours of salary continuance according to the employee's benefit level in the above schedule (workdays at full salary and workdays at 60 percent salary).
- In the event that an employee receives Workers' Compensation benefits while on salary continuance, the employee shall reimburse the Council for salary continuance benefits received for the period of disability compensable under Workers' Compensation.
- All other insurance benefits (medical, dental, life, long-term disability) provided by the Council shall remain in force during periods of salary continuance. The Council will continue to make its employer benefit contributions during this time.

#### **6.2.5 Part time or Intermittent Return to Work**

A full-time employee authorized to return to work on a part-time or intermittent basis following non-work related illness or injury may be authorized to do so based on the needs of the department. In such case, the employee shall be paid regular salary for any time worked plus the balance of hours paid at the percentage of the salary continuance level outlined in the Salary Continuance Schedule. The period of non-work related illness or injury together with such part-time salary continuance benefits shall not exceed 65 workdays in a rolling year.

#### **6.2.6 Use of Forfeited Sick Leave**

Some employees working under the Non-Represented plan in place on 01/29/2001 were required to forfeit sick leave hours when the plan converted sick and vacation hours into annual leave. Those employees may use those forfeited hours for the sole purpose of covering workdays of absence after salary continuance reaches 65 workdays.

#### **Section 6.2.7 Recurrence of the Same Illness or Injury:**

An employee who suffers a recurrence of disability within 180 days of his/her return to work will become eligible for the remaining portion of benefit according to the salary continuance schedule, without serving a five working day waiting period provided that: the recurrence occurs within 180 days of the employee's return to work, and the recurrence is due to the same cause or a related cause.

Salary continuance benefits continue only for the period prescribed by the medical provider and will not exceed the number of days in the salary continuance schedule.

### **6.3 SUPPLEMENTAL SICK LEAVE BANK**

Employees who have supplemental sick leave banks from employment under other Council pay plans before becoming non-represented employees may use hours from such banks for the sole purpose of covering any or all of the first five consecutive workdays of absence required under Section 6.2 (Salary Continuance) and is not paid upon termination of employment.

### **6.4 LONG-TERM DISABILITY**

An employee must apply for long-term disability insurance benefits in accordance with provisions of the provider's contract. Eligibility for benefits shall commence following the 65th consecutive workday of disability.

Other insurance benefits (medical, dental, life) provided by the Council remain in force through the end of the month in which the long-term disability becomes effective. Employees may continue coverage in accordance with the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA), Minnesota Continuation law and plan provisions.

## **SECTION 7: LEAVES OF ABSENCE**

### **7.1 LEAVES OF ABSENCE**

#### **7.1.1. Eligibility for Leave of Absence**

The Metropolitan Council observes all mandated Minnesota and Federal leave of absence statutes. Employees are eligible for paid and unpaid leaves of absence, as provided for in Council procedure 4-4c Leaves of Absence.

#### **7.1.2 Bereavement Leave**

Employees shall be granted up to three days of paid bereavement leave to attend the funeral of a relative. A “relative” includes the following relatives of the employee and relatives of the employee’s spouse: spouse, parent, stepparent, son, daughter, stepchild, brother, sister, son- or daughter-in-law, brother- or sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, or other persons in the employee’s household.

#### **7.1.3. Medical Leave**

An employee may be granted an unpaid leave of up to six months upon submission of medical evidence of the inability to work. The employee may receive up to a 60-day period to apply for and receive a medical determination for MSRS disability. The leave shall commence following any certified period of disability for which Salary Continuance under the income protection plan is granted. If the employee has applied and is approved for disability retirement benefits under MSRS, the leave shall continue until MSRS disability benefits commence or until permanent disability is determined by the Social Security Administration. If leave is designated as FMLA, the Council shall continue to make its contribution to medical and dental coverage during the designated FMLA period (up to 12 weeks). See Family Medical Leave -procedure 4-4d and the Disability Management Procedure 4-10a.

#### **7.1.4 Other Types of Leaves of Absence**

In addition to the leaves listed above, non represented employees are eligible for leaves of absence provided for in Council procedure 4-4c Leaves of Absence including:

- Court Leave
- Jury Duty
- Military Leave
- Election/Voting Leave
- Bone Marrow Donor Leave
- Organ Donor Leave
- Athletic Leave
- Administrative Leave
- Family Medical Leave
- Minnesota Parental Leave
- Child Care Leave
- Civil Air Patrol Leave
- Disability Leave
- Public Office Leave
- Political Process Leave
- VISTA/Peace Corps
- Leave for Family of Military Personnel Injured or Killed
- Leave for Family Members to Attend Military Ceremonies

#### **7.1.5. Leave Administration**

All leaves of absence are administered according to Council procedure 4-4c Leaves of Absence.

#### **7.2 RETURN FROM LEAVE OF ABSENCE WITH PAY**

An employee returning from a paid leave shall be reinstated to the position held prior to taking leave.

#### **7.3 RETURN FROM LEAVE OF ABSENCE WITHOUT PAY**

An employee returning from a discretionary unpaid leave which is not required by law shall be entitled to return to the same position held prior to taking leave, if such position is vacant or to a comparable vacant position, provided the employee is determined to be qualified for the position. If no comparable vacant position is available and offered, the layoff provisions of Section 11: Layoff shall apply.

#### **7.4 TERMINATION OF LEAVE**

An employee may terminate the leave of absence prior to the previously agreed upon date by notifying their supervisor in writing. Leaves of absence that are subject to the discretionary approval of the Regional Administrator or General Manager may be canceled by the Regional Administrator or General Manager upon reasonable written notice to the employee.

## **SECTION 8: PROBATION**

The probationary period is an extension of the hiring process enabling the supervisor to evaluate and the employee to demonstrate the ability to perform the duties of the position.

All new, transferred, or promoted employees in classified positions shall be required to serve a six-month probationary period. Probationary employees may use accumulated annual leave during their probationary period subject to supervisory approval. See section 5.2 Annual Leave Usage.

A probationary period may be extended for up to an additional six months upon the recommendation of the immediate supervisor and the approval of the Director of Human Resources. Upon completion of the probationary period or the extension, the supervisor shall conduct a written evaluation of the employee's performance, notify Human Resources in writing that the probation has been successfully completed and meet with the employee to discuss the evaluation.

An employee serving a new hire probationary period may be dismissed at any time with or without cause.

## **SECTION 9: EMPLOYEE DEVELOPMENT**

### **9.1 TRAINING SEMINARS/EDUCATION COURSES**

- Employees may request or a supervisor may direct employees to attend training seminars or education courses related to the employee's assignment and in accordance with the employee development plan.
- Newly appointed supervisors are required to participate in in-service supervisory training and any outside training recommended by the employee's management within the first year of appointment.
- During the probationary period, employees are not eligible for external training or conference participation, unless assigned to attend by the employer.

### **9.2 PROFESSIONAL MEMBERSHIP**

Employees are encouraged to participate in professional organizations related to their position.

- Payment of professional memberships may be approved for an individual in organizations directly related to the work of the Council provided that such organizations do not directly influence Council policies, exist primarily for social reasons, have as their primary purpose the advancement of individual employee interests, or restrict membership in violation of the Council's equal opportunity policy.
- Employees may attend meetings and seminars of the professional organization during work hours if the time required is reasonable and approved by the employee's supervisor.
- Employees may hold office in a professional organization provided they receive no stipend or direct payment other than expense reimbursement from the organization.

### **9.3 INTERGOVERNMENTAL EXCHANGE**

Employees of the Council may be temporarily assigned to work for another government agency or private business if such an arrangement would benefit the Council and the employee. Such an assignment shall be with the concurrence of the employee.

## **SECTION 10: SALARY ADMINISTRATION**

### **10.1 SALARY RANGES**

Each job classification shall be assigned a salary range based on the position's job evaluation points or market considerations in accordance with the salary administration plan. Salary ranges for all classified and unclassified job classifications are listed in Appendix B.

### **10.2 SALARY RATES AND LIMITS**

Base salaries paid to individual employees shall be within the salary range for the job classification. An employee's base salary may not exceed the maximum of the salary range, except in an extreme case which must be approved by the Regional Administrator.

Employees whose salaries are below the minimum of the salary range listed for their position in Appendix B shall receive salary adjustments up to the salary range minimum effective their date of appointment or the first day of the pay period immediately following January 1<sup>st</sup> each year, whichever is later.

### **10.3 PERFORMANCE-BASED SALARY INCREASES**

Notwithstanding any other provision of this plan, any and all salary increases shall be subject to the review and approval of the Regional Administrator. Any and all salary increases may be adjusted at the discretion of the Regional Administrator.

Employees may advance through the salary range in accordance with the Council's system of pay-for-performance. Performance reviews shall be conducted on an annual basis with performance evaluations due by November 30 each year.

All performance increases shall be based on the employee's performance review. If an employee reaches the salary range maximum, his/her salary shall be limited to the salary range maximum. Any remaining salary increase amount may be paid as a lump sum if it does not place the individual over the Minnesota public employer salary limit. Newly hired employees entering the non-represented plan during the year are eligible for performance increases on a prorated basis.

Annual performance based salary increases will be effective the first day of the pay period immediately following January 1<sup>st</sup>.

Salary increases will be subject to the Minnesota public employer salary limits.

### **10.4 NEW HIRES**

Employees who begin employment within the last six months of the year and whose probationary period extends beyond January 1st of the following year shall be subject to the following:

Newly hired employees in their probationary period will not receive a performance increase until they have completed their probationary period with a performance rating of good or better. The performance increase shall be prorated from the start of hire to the end of their probation and shall be effective on the pay period immediately following the date of completion of the new hire probationary period. Upon completion of the probationary period, Section 10.3 applies.

For all other new employees, Section 10.3 will apply.

### **10.5 PROMOTIONS**

Employees promoted to jobs in the Non-Represented Plan shall be on probation for six months and will receive pay increases as follows:



- The employee shall receive a minimum promotional increase equal to 10% of the salary range of the new position. This increase shall be effective as of the first day of the payroll period during which the promotion occurs.
- Upon successful completion of the probationary period in the new position, the employee's new manager shall conduct a performance appraisal.
- Promoted employees will receive normal performance increases at the end of the calendar year. This increase shall be effective the first day of the payroll period immediately following January 1st.

## **10.6 TRANSFERS**

Employees accepting new positions within the same salary range will be on probation for six months and will receive pay increases as follows:

- The employee shall not receive any pay increase at the time of transfer.
- Transferred employees will receive a performance increase at the end of a calendar year. This increase shall be effective at the beginning of the pay period immediately following January 1<sup>st</sup>.

## **10.7 DEMOTIONS**

Demotions which are disciplinary (for cause or for performance-related reasons) or voluntary shall result in a salary reduction which is equal to ten percent (10%) of the new range, unless otherwise determined by the Regional Administrator.

## **10.8 WORKING OUT OF CLASS, ACTING OR TEMPORARY ASSIGNMENT**

Employees in a work out of class, acting or temporary assignment shall have the time count in their current position. Employees will receive a temporary salary increase of at least 10% of the range. All performance increases shall be based on the employee's regular assigned position.

## **10.9 EXECUTIVE PERFORMANCE AWARD**

The Executive's performance award shall be measured on a calendar year basis and be paid as a lump sum on the first pay period in January of each year for the previous year's performance. At the discretion of the Regional Administrator, employees in the Executive Compensation Plan may receive a base salary increase which shall be effective the first day of the pay period beginning closest to January 1st.

The Council Chair may propose starting salary and salary adjustments for the Regional Administrator and General Counsel. The Chair will advise the Management Committee and obtain its consent before implementing any salaries or adjustments.

All performance increases are subject to Minnesota public employer salary limits.

## **10.9 ADDITIONAL COMPENSATION**

Salary adjustments in addition to performance increases may be awarded in a form and manner as determined by the Regional Administrator.

## **10.10 BUS PASS**

All employees shall receive free regular route bus and rail access upon date of hire through their employee identification badge. Rides are prohibited to Council staff or other customers on buses and trains engaged in training or testing activities. Council employees are required to give up their seats to fare-paying customers. Council employees are expected to follow the same rules as other transit customers, such as not playing music without headphones. Council employees are expected to refrain from distracting operators or other working staff with questions or comments unless they are related to safety.

In rare circumstances the Regional Administrator may grant a life-long bus pass to employees retiring with 25 or more years of service to the Metropolitan Council.

## **SECTION 11: LAYOFF**

An employee in a classified position may be laid off when it is necessary to reduce the Council's work force for reasons outside the employee's control that do not reflect discredit on the service of the employee. Reasons for a reduction in the work force may include, but are not limited to, elimination or reduction of a program, abolition of positions, shortage of work or funds, or changes in the mission or priorities of the Council.

In the event that a reduction is necessary, the Regional Administrator shall determine those employees to be laid off. The basis for the determination may be by position, by unit, by division or by department. In all cases, the decision shall consider job-relevant factors.

### **11.1 NOTICE OF LAYOFF**

An employee shall receive written notice of layoff at least 14 calendar days prior to the effective date of the layoff. The notice shall include the reason for the layoff.

### **11.2 ELIGIBILITY FOR REHIRE**

An employee terminated as the result of layoff shall be eligible to apply for all openings provided the employee submits an application in accordance with Council hiring procedures. Should the employee be rehired for a position different than the position from which he/she was laid off the employee will be considered a new hire for purposes of pay and benefits. Employees rehired within 6 months following a lay off will receive service credit for the purpose of determining annual leave accrual rates.

## **SECTION 12: INSURANCE**

Employees are eligible to participate in the Council's insurance programs as prescribed by plan requirements. All employees shall be eligible for benefits upon the first day of appointment to the Non-Represented Plan.

### **12.1 MEDICAL INSURANCE**

Specific coverage and eligibility requirements are included in plan brochures. Employees may choose single or family coverage. Employer contributions toward single and family premiums shall be set on an annual basis.

Part-time employees appointed for 20, but less than 30, hours per week shall receive 75% of the full-time employee contribution; employees appointed for less than 20 hours per week are not eligible for benefits.

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

### **12.2 DENTAL INSURANCE**

Dental coverage is provided for employees and their dependents. Employer contributions toward dental insurance premiums shall be set on an annual basis.

Part-time employees appointed for 20, but less than 30, hours per week shall receive 75% of the full-time employee contribution; employees appointed for less than 20 hours per week are not eligible for benefits.

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

### **12.3 LIFE INSURANCE**

Employee basic term life and accidental death and dismemberment (AD&D) coverage shall be two times annual base salary up to \$200,000 for employees whose appointed hours equal 20 or more hours per week. Specific coverage and eligibility requirements are included in plan brochures. The Council shall pay the full premium for employee basic term life insurance. Any premium paid by the Council for coverage in excess of \$50,000 is subject to employee tax liability in accordance with IRS regulations. An employee may decline coverage in excess of \$50,000 by completing a waiver form.

Employees of the Council may also choose optional and dependent coverage at their own expense. The types of coverage include supplemental term life, accidental death and dismemberment (for employee coverage only), and universal life.

### **12.4 LONG-TERM DISABILITY (LTD)**

The Council provides long-term disability coverage and pays the full premium for employees appointed for 20 or more hours per week. The monthly benefit is equal to 60 percent of the employee's earnings up to a maximum benefit of \$5,000 per month. LTD benefits must be approved by the carrier. When approved, benefits become payable after a 90-calendar day period of disability.

### **12.5 FLEXIBLE BENEFITS**

Employees may participate in plans established under IRS Sections 125 and 129. Provisions of the program shall be prescribed in plan documents, which must be approved by the Council.

### **12.6 RETIREE INSURANCE**

#### **12.6.1 Qualification and Eligibility Requirements**

The following requirements must be met to have the Opportunity to Qualify for retiree insurance benefits:

- Hired by the Metropolitan Council before October 1, 1997; **and**
- Qualified for access to the employer contribution to retiree insurance under a Metropolitan Council bargaining agreement or Transit non-represented plan prior to transfer into the Metropolitan Council Non-Represented Plan

An employee who qualifies as a result of having been covered by a bargaining unit agreement must meet the eligibility requirements set forth in that bargaining unit agreement at the time of retirement. Former CASA employees must meet the eligibility requirements in the 1998-1999 CASA agreement. Employees formerly in the CMA bargaining unit as of 12/31/07 must meet the eligibility requirements in the 2005-2007 CMA agreement.

Non-represented employees who qualify as a result having been covered by the Metro Transit Non-Represented Plan in place in 1997 are eligible if they meet the qualification requirements above and are eligible to receive a retirement pension from MSRS or PERA at the time of termination.

- The employer contribution to retiree insurance is not available in cases of discharge.

Refer to Council Procedure 4.4o – Benefit Transfers for definitions of Opportunity to Qualify and Eligibility.

#### **12.6.2 Benefit**

Retirees who meet the Qualification and Eligibility requirements above shall be eligible for retiree insurance benefits that are in effect at the time of retirement. The current benefits are as follows:

- **Medical Insurance:** Effective 01/01/06 the Council shall provide medical insurance coverage for qualified and eligible retirees, with coverage effective immediately upon retirement. Retirees with thirty years of service at or after age 60 but prior to age 65, or those retiring on disability benefits from MSRS or PERA, receive the maximum employer contribution until age 65. For all other qualified and eligible retirees, the Council shall contribute two-thirds (2/3) of the maximum benefit.
- The Metropolitan Council's contribution for the retirees described above shall be 2/3 of the maximum employer contribution beginning the 1<sup>st</sup> of the month of reaching age 65.
- **Life Insurance (Metro Transit employees only:** The Council shall provide qualified Metro Transit retirees with \$3,000 of life insurance covering death from any cause, with full premium paid by the Council. Specific coverage and plan requirements are included in plan brochures.

## **SECTION 13: DISCIPLINE AND DISPUTE RESOLUTION**

### **13.1 DISCIPLINE**

Prior to taking disciplinary action with a classified employee, a supervisor shall make a reasonable effort to discuss any performance problem that may lead to disciplinary action and to assist the employee in eliminating the performance problem. Disciplinary action with a classified employee may be imposed only for just cause and only for reasons that are communicated to the employee. Discipline may include any or all of the following: oral warning, written reprimand, suspension, demotion or dismissal.

### **13.2 DISPUTE RESOLUTION**

Complaints may be brought by classified employees without fear of reprisal, restraint, interference or discrimination.

The employee shall discuss concerns or disputes with his/her immediate supervisor within 14 calendar days of the event or situation. The supervisor shall respond to the concern or dispute in writing within 14 days.

If the dispute has not been resolved satisfactorily, the employee shall have the option of bringing the issue in writing to the next level of supervision within 14 calendar days. That supervisor shall respond within 14 days following their meeting.

If the concern or dispute is not resolved through discussions with the immediate and next level supervisor, the employee may take the issue to one of the following: Division Director, Assistant or Deputy General Manager, General Manager or Regional Administrator within 14 calendar days. A final decision shall be made within 14 calendar days.

If a dispute is not presented within the time limits set forth above, it shall be considered waived.

## **SECTION 14: UNCLASSIFIED SERVICE**

### **14.1 DESIGNATION OF POSITIONS**

Unclassified positions shall be designated by the Regional Administrator. Positions included in the unclassified service are listed in Appendix A.

#### **14.1.1 Minnesota State Retirement System (MSRS) Unclassified Plan**

Up to twenty seven unclassified positions may be designated as eligible to participate in the MSRS Unclassified Plan. Positions designated for inclusion in the MSRS unclassified retirement plan must be approved by the Metropolitan Council and certified to the Board of Directors of the MSRS.

### **14.2 APPOINTMENT**

Employees serving in unclassified positions shall be appointed by the Regional Administrator, except for the position of General Counsel, whom the Regional Administrator shall recommend appointment to the Metropolitan Council for approval. Such employees shall be covered by provisions of the Council's Policies and Procedures and this plan, except where noted otherwise. Positions in the unclassified service are not required to be filled by a competitive selection process.

### **14.3 COMPENSATION AND BENEFITS**

Employees serving in unclassified positions shall be eligible for compensation and benefits in accordance with provisions of this plan. In addition to other benefits listed, unclassified employees may be provided parking at the 390 Robert Street facility. Unclassified positions are not necessarily included in the executive salary schedule.

Provisions of this plan governing probation, layoff, grievance, and certain leaves of absence do not apply to employees in unclassified positions.

### **14.4 SEPARATION**

Employees serving in unclassified positions, except the General Counsel, may be suspended, demoted or dismissed by the Regional Administrator for any reason and without cause or right to appeal the decision to the Council or as a grievance under this Plan. The General Counsel may be removed only upon approval by the Metropolitan Council.

Employees in the Executive Compensation Plan may be eligible for separation pay at the discretion of the Regional Administrator, subject to the statutory maximum (M.S. 465.72 and 465.722)

The following schedule may be used as a guide for determining severance pay upon separation. If the Regional Administrator wishes to take action outside of the schedule, before taking such action, the Regional Administrator will seek advice and obtain consent from the Council Chair and the Chair of the Management Committee. The Chair may grant severance to the Regional Administrator in accordance with these guidelines. Moreover, the Chair may deviate from these guidelines in granting severance to the Regional Administrator by first advising the Management Committee and obtaining its consent.

<b>Length of Employment</b>	<b>Severance Pay</b>
Less than 2 years	2 weeks
2 years	3 weeks
3 years	4 weeks
4 years	5 weeks
5 years	6 weeks
6 years	7 weeks
7 or more years	8 weeks

## SECTION 15: ANNUAL LEAVE FOR EXECUTIVES

### 15.1 FIRST CALENDAR YEAR

Executives entering the Plan shall receive an annual leave bank as shown below for the first calendar year of employment; however, the Regional Administrator may authorize exceptions:

Start Date	Annual Leave Bank
January 1 through March 31	320 hours
April through June 30	240 hours
July 1 through September 30	160 hours
October 1 through December 31	80 hours

### 15.2 SUBSEQUENT YEARS:

Each January 1<sup>st</sup> following the first calendar year of entrance to the Executive Compensation Plan, executives shall be credited with 320 hours of annual leave.

### 15.3 ANNUAL LEAVE CONVERSION TO DEFERRED COMPENSATION:

Executives may convert, once during the payroll year, a portion of their accumulated annual leave as a contribution to the Council's deferred compensation plan. Conversions shall not be permitted that result in the employee's gross compensation exceeding the Minnesota public employer salary limits. The amount converted plus other annual deferred compensation contributions may not exceed plan contribution limits.

### 15.4 ANNUAL LEAVE USAGE REQUIREMENTS AND ACCUMULATION LIMITS:

#### 15.4.1 Usage Requirements

Executives must use at least 80 hours of annual leave each calendar year. Executives who do not use at least 80 hours of annual leave each year shall forfeit 80 hours, less the amount of annual leave used. The Regional Administrator may waive this requirement for executives for the calendar year in which they terminate employment. For the purpose of this subdivision, annual leave converted to deferred compensation shall not be regarded as annual leave used.

#### 15.4.2 Accumulation Limits

Executives may accrue annual leave up to a maximum of 1,800 hours. Any hours in excess of 1,800 shall be forfeited. It is the executive's responsibility to monitor their accumulated annual leave balance. If the employee's balance on April 1, 2006 exceeded 1800 hours the higher amount shall be retained as the upper limit, but may not increase further.

### 15.5 ANNUAL LEAVE UPON SEPARATION

An employee voluntarily or involuntarily separated from Council employment shall be paid for any unused accumulated annual leave at the employee's rate of pay upon separation subject to the limit in Section 15.4.~~b2~~ and [Section 15.4.1.](#)

The Regional Administrator shall have the authority to put in place a plan which requires that upon separation from employment with the Council, some portion of the full time employee's unused, annual leave will be placed into an individual health care savings account administered through the Minnesota State Retirement System.

## APPENDIX A: UNCLASSIFIED POSITIONS

### Community Development

- Director, Community Development\*
- Director, Housing & Livable Communities\*
- Director, Planning and Growth Management\*

### Environmental Services

- Assistant General Manager, Environmental Quality Assurance\*
- Assistant General Manager, Interceptor Services\*
- Assistant General Manager, Technical Services\*
- Deputy General Manager, Wastewater Services\*
- General Manager, Environmental Services\*

### Metro Transit

- Assistant General Manager, Administration\*
- Assistant General Manager, Transit Systems Development\*
- Chief of Police
- Chief Operations Officer, Metro Transit Bus and Rail\*
- Deputy Chief Operations Officer Metro Transit Bus
- Deputy Chief Operations Officer Metro Transit Rail
- Deputy General Manager, Capital Development, Metro Transit\*
- General Manager, Metro Transit\*

### Metropolitan Transportation Services

- Assistant Director, Contracted Transit Services\*
- Deputy Director, MTS Planning and Financing\*
- Director, Metropolitan Transportation Services\*

### Regional Administration

- Chief Financial Officer\*
- Chief Information Officer\*
- Controller\*
- Director, Government Affairs\*
- Director, Human Resources\*
- Director, Public Affairs\*
- General Counsel\*
- Regional Administrator\*

\* Eligible for MSRS Unclassified Plan



## APPENDIX B: NON REPRESENTED JOB CLASSIFICATIONS & SALARY GRADES

Job Classification	Salary Grade
Accountant	07
Administrative Systems and Evidence	06
Administrative Assistant	03
Architect	10
Asset Protection Specialist	06
Assistant Director, Bus Maintenance (Technical Support)	12
Assistant Director, Bus Maintenance (Administration)	12
Assistant Director, Bus Maintenance	13
Assistant Director, Contracted Transit Services	14
Assistant Director, Bus Transportation (Field Operations)	12
Assistant Director, Bus Transportation (Garage Operations)	12
Assistant Director, Human Resources (Employee Relations)	13
Assistant Director, Human Resources (Talent Management)	13
Assistant Director, Security and Police Services	13
Assistant Director, Service Development	12
Assistant General Counsel	10
Assistant General Manager, Administration	EX-1
Assistant General Manager, Environmental Quality Assurance	EX-1
Assistant General Manager, Interceptor Services	EX-1
Assistant General Manager, Technical Services	EX-1
Assistant General Manager, Transit Systems Development	EX-1: Exempt
Associate Analyst/Coordinator	06
Associate Data Management Analyst	06
Associate General Counsel	12
Associate Planner	06
Audit Project Team Leader	09
Auditor I	07
Auditor II	08
Benefits Administrator	06
Benefits Specialist	09
Budget Analyst	08
Business Systems Analyst I	7
Business Systems Analyst II	8
Business Systems Analyst III	9
Business Systems Analyst IV	10
Chief Financial Officer	EX-2
Chief Information Officer	EX-1
Chief of Police	14
Chief Operations Officer, Metro Transit Bus and Rail	EX-2
Community Outreach Coordinator	08
Community Service Officer	03
<u>Compensation Analyst</u>	<u>10</u>
Contract Administrator	08
Controller	14
Customer Advocate	07
Customer Service and Marketing Administrator	05
Data Analysis Specialist	08

<b>Job Classification</b>	<b>Salary Grade</b>
Data Management Analyst	08
Database Administrator I	09
Database Administrator II	10
Deputy Chief Operations Officer, Bus	EX-1
Deputy Chief Operations Officer, Rail	EX-1
Deputy Director, MTS Planning and Financing	EX-1
Deputy General Counsel	14
Deputy General Manager, Metro Transit (Capital Development)	<u>EX-2</u>
Deputy General Manager, Wastewater Services	EX-1
Director, Administration (Environmental Services)	13
Director, Bus Transportation	14
Director, Customer Service & Public Relations	14
Director, Engineering and Facilities	14
Director, Equal Opportunity	13
Director, Finance (Metro Transit)	14
Director, Governmental Affairs	EX-1
Director, Housing & Livable Communities	EX-1
Director, Human Resources	EX-1
Director, Maintenance	14
Director, Marketing	13
Director, MCES Finance	13
<u>Director, Metropolitan WWTP</u>	<u>14</u>
Director, Planning and Growth Management	EX-1
Director, Plant Services	14
Director, Program Evaluation and Audit	14
Director, Public Affairs	EX-1
Director, Purchasing	13
Director, Rail & Bus Safety	14
Director, Rail Systems Maintenance	14
Director, Rail Vehicle Maintenance	14
Director, Risk Management and Claims	13
Director, Service Development	14
Director, Treatment Services Maint/Security	14
Division Director, Community Development	EX-1
Division Director, Metropolitan Transportation Services	EX-1
Engineer	07
Energy Specialist	10
Executive Administrative Assistant	05
Executive Assistant	06
Facilities Coordinator	06
Facilities Administrator	06
Finance Administrator	05
General Counsel	EX-2
General Manager, Environmental Services	EX-2
General Manager, Metro Transit	E-2:Exempt
Grants Analyst	08
Grants Manager	11
Grants Specialist	07
Graphic Production Coordinator	05
Graphics Designer	06
Human Resources Assistant	06
Human Resources Consultant	10
Internal Audit Coordinator	06

<b>Job Classification</b>	<b>Salary Grade</b>
Labor Relations Specialist	10
Lead Schedule Display Coordinator	05
Lead Schedule Distribution Coordinator	05
Manager, Administration (Treatment Services)	10
Manager, Administration Transitways	12
Manager, Business Systems I	10
Manager, Budget	11
Manager, Budget & Evaluation	11
Manager, Business Systems II	11
Manager, Construction (Metro Transit)	11
Manager, Facilities Engineering	13
Manager, Human Resources	11
Manager, IS II	12
Manager, Payroll	11
Manager, Central Services	11
Manager, Performance Systems	11
Manager, Rail Operations Analysis	10
Manager, System Facility	10
Manager, Transitways Design	12
Manager, Transitways Engineering	13
Market Development Specialist	08
Marketing Writer	07
Methods Analyst	08
Office Administrator	10
Payroll Analyst	08
Planner	08
Police Administrative Assistant	03
Police and Security Administrator	05
Principal Contract Administrator	10
Principal Engineer	10
Principal Financial Analyst	09
Principal Information Technology Integration Analyst	10
Project Coordinator	08
Project Manager, Engineering and Construction	11
Project Manager, Senior	12
Project Manager, Special Projects	10
Purchasing Agent	07
Rail Operations and Document Analyst	08
Rail Safety Officer	10
Regional Administrator	EX-2
Ridership and Revenue Analyst	08
Sales Operations Specialist	07
Schedule Display Coordinator	04
Schedule Distribution Coordinator	04
Scheduler, Rail Overhaul	05
Scheduling Analyst	07
Security Specialist (MCES)	07
Senior Administrative Assistant	04
Senior Asset Protection Specialist	08
Senior Engineer	09
Senior Financial Analyst	08
Senior Graphics Designer	07

<b>Job Classification</b>	<b>Salary Grade</b>
Senior Information Technology Integration Analyst	08
Senior Information Technology Specialist	08
Senior Manager, Finance	12
Senior Manager, Public Relations	11
Senior Manager, Revenue Collection	12
Senior Planner	09
Senior Project Coordinator	09
Senior Rail Budget Analyst	09
Signal and Communications Systems Designer	07
Special Assistant to Regional Administrator	10
Staffing Specialist	08
Supervisor, Asset Protection	09
Supervisor, Office Services (Legal)	07
Systems Support Coordinator (Information Systems)	09
TDM Consultant	08
TDM Program Administrator	05
Transit Operations Administrator	05
Transportation Coordinator	09

## APPENDIX C: NON REPRESENTED SALARY GRADES

Effective 01/01/2009

Salary Grade	Range Minimum	Range Mid Point	Range Maximum
E2-Exempt	<u>\$102,239.00</u>	\$128,928.00	\$155,617.00
E2	<u>\$102,239.00</u>	\$126,152.00	\$150,065.00
E-1	\$89,847.00	\$109,390.50	\$128,934.00
14	\$70,221.00	\$91,094.00	\$111,967.00
13	\$66,288.00	\$85,992.00	\$105,696.00
12	\$62,450.00	\$81,013.50	\$99,577.00
11	\$58,517.00	\$75,911.00	\$93,305.00
10	\$54,584.00	\$71,015.50	\$87,447.00
09	\$51,027.00	\$67,542.00	\$84,057.00
08	\$47,750.00	\$62,322.50	\$76,895.00
07	\$41,933.00	\$54,397.50	\$66,862.00
06	\$38,842.00	\$50,388.00	\$61,934.00
05	\$35,753.00	\$46,380.50	\$57,008.00
04	\$32,663.00	\$42,372.00	\$52,081.00
03	\$29,573.00	\$39,095.50	\$48,618.00