LABOR AGREEMENT
BETWEEN
THE METROPOLITAN AIRPORTS COMMISSION
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 70

2017– 2019 CONTRACT

EFFECTIVE JANUARY 1, 2017 THROUGH DECEMBER 31, 2019
NOTE

For your convenience, new contract language is shaded.

If questions arise concerning such new language, supervisors and managers should contact the Labor Relations Manager at 612-726-8175.

Union members should direct their questions to the I.U.O.E., Local 70 Union Stewards.
LABOR AGREEMENT BETWEEN
METROPOLITAN AIRPORTS COMMISSION
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 70

2017 – 2019 CONTRACT

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>7</td>
<td>8</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE 19. INJURY ON DUTY ........................................................................................................... 18
ARTICLE 20. SEPARATION ................................................................................................................ 18
ARTICLE 21. ABSENCES FROM WORK ............................................................................................. 18
ARTICLE 22. RETIREMENT ............................................................................................................... 19
ARTICLE 23. NON-DISCRIMINATION ............................................................................................... 21
ARTICLE 24. MEDICAL EXAMINATIONS ......................................................................................... 21
ARTICLE 25. SENIORITY .................................................................................................................. 21
ARTICLE 26. LAYOFF AND RECALL ................................................................................................. 22
ARTICLE 27. SAFETY ....................................................................................................................... 23
ARTICLE 28. TRAINING ................................................................................................................... 23
ARTICLE 29. SAVINGS CLAUSE ...................................................................................................... 23
ARTICLE 30. WAIVER ....................................................................................................................... 24
ARTICLE 31. MUTUAL PLEDGE ...................................................................................................... 24
ARTICLE 32. DURATION .................................................................................................................... 24
ARTICLE 33. LABOR MANAGEMENT MEETINGS ............................................................................. 25
SIGNATURES .................................................................................................................................... 25

EXHIBIT A – MEMORANDUM OF UNDERSTANDING – OPERATING ENGINEER TRAINEE 2014 ..........
LETTER OF AGREEMENT – SCHEDULING OF VACATION EXPERIMENT 2017 ..............................
LETTER OF AGREEMENT – HOLIDAY PAY WHEN WORKING THE HOLIDAY EXPERIMENT 2017 .......
LETTER OF AGREEMENT – HEALTH CARE SAVING PLAN (2005) 2014 ........................................
MEMORANDUM OF UNDERSTANDING - RELIEF ENGINEERS (1997) 2014 ...................................
MEMORANDUM OF UNDERSTANDING - VACATION DONATION (1997) 2014 ..............................
ATTACHMENT – FAMILY AND MEDICAL LEAVE POLICY ..............................................................
ATTACHMENT - PAID PARENTAL LEAVE POLICY .........................................................................
This AGREEMENT is made and entered into this 20th day of March, 2017, by and between the Metropolitan Airports Commission, hereinafter called the EMPLOYER, and the International Union of Operating Engineers, Local 70, hereinafter referred to as the UNION. The parties hereto agree as follows:

ARTICLE 1. PURPOSE

1.1 The UNION and the EMPLOYER agree that the purpose for entering into this AGREEMENT is to:

1.11 Establish the foundation for a harmonious and effective labor-management relationship;

1.12 Provide for a means for peacefully resolving disputes concerning the application or interpretation of this AGREEMENT;

1.13 Specify the full and complete understanding of the parties; and

1.14 Place in written form the complete agreement of the terms and conditions of employment for the duration of the AGREEMENT.

1.2 The EMPLOYER and the UNION through this AGREEMENT shall continue their dedication to the highest quality service to the citizens of Minnesota. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE 2. RECOGNITION

2.1 The EMPLOYER recognizes the UNION as the exclusive representative of all employees in the following bargaining unit:

"All building mechanical maintenance and operating stationary engineer employees of the Metropolitan Airports Commission in the job classifications of Operating and Maintenance engineers who work more than fourteen (14) hours per week and more than one hundred (100) work days per year; excluding supervisory, confidential, and employees exclusively represented by other labor or employee organizations."

2.2 Job classifications agreed to be within the bargaining unit are as follows:

Operating and Relief Engineers
Operating Engineer Trainee

ARTICLE 3. UNION RIGHTS

3.1 Dues Deduction. The EMPLOYER agrees to deduct monthly from the wages of employees who authorize such a deduction in writing, an amount equal to monthly UNION dues.

3.2 Fair Share. The EMPLOYER, upon written notification from the UNION, shall deduct monthly from the wages of non-probationary employees who are not members of the UNION, a "fair share" fee in accordance with Minnesota Statutes.
3.3 **Remittance of Dues and Fair Share.** The EMPLOYER shall remit monthly to the UNION the deductions made under Sections 3.1 and 3.2 together with a statement of employees from which such deductions have been made.

3.4 **Indemnification.** The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under provisions of Sections 3.1 or 3.2 of this ARTICLE.

3.5 **Right to Join and Participate.** Employees shall have the right freely and without fear of penalty or reprisal, to form, join, and participate in the UNION or to refrain from such activity. Employees shall have the right to freely participate in internal UNION affairs as an officer, steward, committee members, or such other capacities to the extent that such participation does not interfere with an employee's job duties and responsibilities.

3.6 **Stewards.** The UNION may designate up to three (3) employees within the bargaining unit as Stewards and shall notify the EMPLOYER in writing of the employees so designated and of any change in the position.

3.6.1 The Steward shall have those duties and responsibilities as established by ARTICLE 18 (GRIEVANCE PROCEDURE).

3.6.2 During working hours and without loss of pay, the Stewards shall be allowed reasonable time to post official UNION notices or announcements, so long as it does not interfere with the employee's assigned job duties and responsibilities.

3.6.3 Upon notification to the EMPLOYER, a Steward shall be allowed time off duty without pay to attend negotiation sessions mutually scheduled by the UNION and the EMPLOYER for the renewal of this AGREEMENT.

3.7 **UNION Representatives.** Upon notification to the EMPLOYER, the International Representative or a designated representative of the UNION shall have the right to enter the EMPLOYER'S facilities to meet with employees covered by this AGREEMENT, when consistent with the safety and security of the EMPLOYER'S facilities.

3.8 **Use of EMPLOYER'S Facilities.** Under no circumstances will the EMPLOYER'S manpower, supplies, equipment, or facilities be used in the support of UNION affairs or business, except as hereinafter provided by this Section.

3.8.1 The EMPLOYER shall provide reasonable space on designated employee bulletin boards for the posting of official UNION notices and announcements.

3.8.2 Upon notification to the EMPLOYER, official UNION meetings, called by the UNION Business Representative or a designee, may be held in the employee lunchroom, after working hours, provided that such meetings do not interfere with the employees' work responsibilities and are consistent with the safety and security of the EMPLOYER'S facility.

**ARTICLE 4. EMPLOYER RIGHTS**

4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; and to
establish work schedules. The EMPLOYER retains the right to perform any other inherent managerial right not specifically limited by this AGREEMENT.

4.2 All employees covered by this AGREEMENT shall be governed by all EMPLOYER authorized rules, regulations, and orders issued by properly designated representatives of the EMPLOYER which are not in conflict with the provisions of this AGREEMENT.

ARTICLE 5. EMPLOYMENT STATUS

5.1 Full-Time Employees. Employees hired for a normal work week of forty (40) hours shall be defined as full-time employees.

5.2 Part-Time Employees. Employees hired for a normal work week of less than forty (40) and more than twenty (20) hours shall be defined as part-time employees.

5.21 Part-time employees shall be compensated for all hours worked based on their assigned job classification and length of continuous employment in accordance with ARTICLE 8 (JOB CLASSIFICATIONS AND WAGES).

5.22 Part-time employees shall receive pro-rated fringe benefits established by this AGREEMENT based on the ratio of hours in their normal work week to forty (40).

5.3 Non-Benefited Employees. Employees hired for a normal work week of twenty (20) or less and more than fourteen (14) hours shall be defined as non-benefited employees. Non-benefited employees shall be compensated at the hourly rate of their assigned job classification for all hours worked in accordance with ARTICLE 8 (JOB CLASSIFICATIONS AND WAGES), but shall not earn or be eligible for any fringe benefits established by this AGREEMENT.

5.4 Temporary Employees. Employees hired for a period not to exceed one-hundred and eighty-three (183) consecutive days or less per calendar year shall be defined as temporary employees. Temporary employees shall not be covered by the provisions of this AGREEMENT and temporary employment shall not be construed to be part of a probationary period. The hourly rate paid to temporary employees shall be that which is specified in the working AGREEMENT. Temporary employees shall not be eligible for fringe benefits.

ARTICLE 6. HOURS OF WORK

6.1 Normal Work Day. The normal work day shall be:

6.11 For "shift" employees the normal work day shall be eight (8) consecutive hours.

6.12 EMPLOYER will pay a Shift Premium Pay which will be one dollar and five cents ($1.05) per hour for afternoon or second shift and one dollar and fifteen cents ($1.15) per hour for night or third shift.

6.2 Normal Work Week. The normal work week shall be forty (40) hours in a seven (7) calendar day period starting at 7:00 A.M. Saturday and ending at 7:00 A.M. the following Saturday.

6.21 A normal work week shall consist of two (2) consecutive days off.
6.3 **Work Schedules.** The EMPLOYER shall establish work schedules for all employees covered by this AGREEMENT.

6.31 In the event it is necessary, in the judgment of the EMPLOYER, to change the work schedule, at least thirty (30) calendar days notice of such change shall be posted on the employee bulletin boards. The thirty (30) day notice shall not apply to schedule changes caused by training.

6.32 Notice required by Section 6.31 shall not apply to changes in the work schedule necessitated by emergencies, vacation scheduling, and temporary changes made by employees in work schedules for their own convenience, which have been approved by the EMPLOYER.

6.4 **Work Location.** All employees shall be at their assigned work location, ready for work, at the scheduled starting time, unless the employee has made prior arrangements with their supervisor, and shall remain at their assigned work location until the end of the scheduled normal work day unless otherwise directed by their supervisor.

6.5 Employees may bid on their shifts by seniority between November 15 and November 30 of the year prior to the shift change. Such shift change will take effect the first full payroll period in January.

6.6 All shifts will be covered by no less than two (2) engineers.

**ARTICLE 7. OVERTIME, CALL-BACK, AND PREMIUMS**

7.1 **Overtime.** The EMPLOYER shall have the right, in accordance with the "call out" list, to schedule employees to work overtime. Employees scheduled for overtime shall be compensated for such hours worked in accordance with this ARTICLE.

7.11 All hours assigned and worked in excess of a scheduled normal work day shall be compensated at the rate of one an one-half (1½) times an employee's base hourly rate.

7.12 All hours assigned and worked on an employee's first scheduled day off shall be compensated at the rate of one and one-half (1½) times an employee's base hourly rate.

7.13 When an employee's regular schedule provides for two (2) consecutive days off all hours assigned and worked on an employee's second scheduled day off shall be compensated at the rate of two (2) times an employee's base hourly rate.

7.14 All hours assigned and worked in excess of twelve (12) consecutive hours shall be compensated at the rate of two (2) times an employee's base hourly rate.

7.15 When an employee's regular schedule provides for four (4) consecutive days off all hours assigned and worked on an employee's third and fourth scheduled day off shall be compensated at the rate of two (2) times an employee's base hourly rate.
7.16 Employees may not work more than sixteen (16) consecutive hours with the following exceptions

a. Emergency operational situations as determined by the EMPLOYER.

7.2 Hold Over. When a bargaining unit employee begins a project and the project cannot be completed by the end of the regular shift, any employee, including the employee who began the project, may be held over, under management supervision, for up to a maximum of three (3) hours to complete the project, without calling the overtime list. Such overtime shall not be mandatory. Neither shall such overtime be included on the overtime equalization list.

7.3 Call Back. The EMPLOYER shall have the right, in accordance with the "call out" list, to call back employees before the start of their scheduled normal work day, after the completion of their scheduled normal work day, or on a scheduled day off. Employees called back to work shall be paid a minimum of four (4) hours at the rate of one and one-half (1½) times an employee’s base hourly rate or the actual hours worked, whichever is greater, for each call-back.

7.4 Show Up. Employees who report to work as scheduled, but for whom no work is available, shall be credited with four (4) straight time hours.

7.5 Holidays. Hours worked on a holiday, as defined by ARTICLE 16 (HOLIDAYS), shall be compensated at the rate of two (2) times the employee’s hourly rate in addition to eight (8) hours straight time pay.

7.6 Definition. "Straight time" for the purpose of this ARTICLE shall be defined as an employee's base hourly rate as established by ARTICLE 8 (JOB CLASSIFICATIONS AND WAGES).

7.7 Calculation of Overtime. In the administration of the overtime and call-back provisions of this ARTICLE overtime shall be calculated to the nearest one-quarter (¼) hour.

7.8 Pyramiding. Overtime and call-back premiums established by this ARTICLE shall not be paid more than once for the same hours worked.

7.9 No Guarantee. This ARTICLE shall not be construed as, and is not a guarantee of, any hours of work per normal work day or per normal work week, except as provided by this ARTICLE, Section 7.3 and 7.4.

ARTICLE 8. JOB CLASSIFICATIONS AND WAGES

8.1 Base Hourly Rate. Employees assigned to job classifications covered by this AGREEMENT shall be paid for all hours worked based on their assigned job classification, in accordance with the following schedule of base hourly rates:

<table>
<thead>
<tr>
<th>Effective first full pay period closest to:</th>
<th>Jan 1</th>
<th>Jan 1</th>
<th>Jan 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>2018</td>
<td>2019</td>
<td></td>
</tr>
</tbody>
</table>

Hourly Rate

Operating and Relief Engineers  $32.699  $33.598  $34.606

Operating Engineer Trainee For rates, see MOU attached hereto as Exhibit A.
8.2 **Educational Incentive I.** Employees who possess or obtain a CHIEF ENGINEER "A" License pursuant to all of the current criteria established by the State of Minnesota Department of Labor and Industry and who provide appropriate written proof to the EMPLOYER attesting to possession of such license shall receive an additional one dollar and twenty five cents ($1.25) per hour.

Employees who obtain this license after the execution date of this AGREEMENT shall receive this pay effective the first full payroll period following the date on which they present their license to the EMPLOYER.

It shall be the sole responsibility of the employee to prepare for, schedule and pay for any fees associated with obtaining and maintaining this license.

In the event the State of Minnesota Department of Labor and Industry adds to or in any way changes the requirements for obtaining this license, it shall be the responsibility of the employee to comply with any and all changes within six (6) months of the date of the change. Failure to do so to the satisfaction of the State of Minnesota Department of Labor and Industry shall result in the loss of this additional pay.

Failure to maintain or renew this license shall immediately result in the loss of this additional pay.

8.3 **Educational Incentive II.** Employees who work toward and complete thirty-two (32) credits toward the EMPLOYER-approved diploma/certificate program in Advanced HVAC Maintenance from Minneapolis Community and Technical College; or from Minnesota State College, Southeast Technical in Red Wing; or from other similarly rigorous and accredited programs specifically approved by the EMPLOYER in writing shall be eligible for additional pay as follows:

<table>
<thead>
<tr>
<th>Credits Completed Toward Degree</th>
<th>Additional Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>32 credits</td>
<td>$.50 / hour</td>
</tr>
</tbody>
</table>

It shall be the sole responsibility of the employee to prepare for, schedule and attend such classes/programs on off-duty time. Tuition/Fees associated with obtaining and maintaining such diploma/certificate may be submitted for reimbursement pursuant to the EMPLOYER's Tuition Reimbursement Program.

In the event the institution adds to or in any way changes the requirements for obtaining and maintaining this diploma/certificate, it shall be the responsibility of the employee to comply with any and all changes within six (6) months of the date of the change. Failure to do so to the satisfaction of the Institution shall result in the immediate loss of this additional pay.

8.4 **Educational Incentive III.** Employees who work toward and complete an EMPLOYER-approved sixty-four (64) credit diploma/certificate program in Refrigeration, Air Conditioning and Heating Service from Minneapolis Community and Technical College; or from Minnesota State College, Southeast Technical in Red Wing; or from other similarly rigorous and accredited programs specifically approved by the EMPLOYER in writing shall be eligible for additional pay as follows:

<table>
<thead>
<tr>
<th>Degree Completed</th>
<th>Additional Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>64 credits</td>
<td>$.50 / hour</td>
</tr>
</tbody>
</table>

It shall be the sole responsibility of the employee to prepare for, schedule and attend such classes/programs on off-duty time. Tuition/Fees associated with obtaining and
maintaining such diploma/certificate may be submitted for reimbursement pursuant to the EMPLOYER’s Tuition Reimbursement Program.

In the event the Institution adds to or in any way changes the requirements for obtaining and maintaining this diploma/certificate, it shall be the responsibility of the employee to comply with any and all changes within six (6) months of the date of the change. Failure to do so to the satisfaction of the Institution shall result in the immediate loss of this additional pay.

8.5 Training/Orientation Duties. Employees specifically assigned by the EMPLOYER to perform training/orientation tasks prescribed by a curriculum established by the EMPLOYER as critical/necessary for newly hired probationary employees or Trainees, shall receive an additional two dollars ($2.00) per hour while performing such duties. Such training shall be assigned in blocks of four (4) hours.

8.6 Acting Supervisor Duties. Employees who are specifically assigned by the EMPLOYER to perform “Acting Supervisor” duties shall be paid an additional one dollar and fifty cents ($1.50)/hour. Such additional pay shall apply only to instances where the regular supervisor (Chief or Assistant Chief) is absent from work for more than one (1) full shift. The additional one dollar and fifty cents ($1.50)/hour shall only be paid for hours worked. In order to be eligible for this assignment, an employee must possess the Chief Engineer “A” license. Such supervisory duties shall be assigned in blocks of eight (8) hours.

8.7 Control Room Operator. Employees who are specifically assigned by the EMPLOYER to the position of Control Room Operator shall be paid an additional one dollar and sixty cents ($1.60) per hour for all hours actually worked as a Control Room Operator.

ARTICLE 9. PROBATIONARY PERIOD

9.1 Original Employment. All original hires or employees rehired following separation from employment shall serve a six (6) continuous month probationary period.

9.11 Employees may be terminated during the probationary period at the discretion of the EMPLOYER, without such termination being a violation of this AGREEMENT or being grievable through the grievance procedure established by ARTICLE 18 (GRIEVANCE PROCEDURE). Employees terminated during the probationary period shall receive written notice of such termination, a copy of which shall be sent to the UNION.

9.12 During the probationary period, employees shall earn and are eligible to use vacation and sick leave as established by ARTICLES 11 (VACATIONS) and 12 (SICK LEAVE). Sick leave benefits may be used once they are accrued so long as a doctor’s note is provided. Each day that sick leave benefits are used will extend the probationary period of the employee by one (1) day.

9.13 Employees shall have no seniority status during the probationary period. Upon the successful completion of the probationary period, employees shall be assigned a seniority date as of their first (1st) day of work.

9.2 Promotion and Transfer Trial Period. Employees promoted or transferred in accordance with ARTICLE 25 (SENIORITY), Section 25.4.1, shall serve a thirty (30) working day trial period, subject to the conditions of Section 25.4.

9.21 If an employee is promoted to a position outside of the bargaining unit, such employee’s seniority shall continue for the length of the probationary period.
for the position to which promoted. Upon completing probation, seniority shall cease.

9.22 If, during the promotional probationary period, the employee is returned to the bargaining unit, he/she shall have all seniority reinstated as if he/she never left the bargaining unit.

9.23 If, after completing the promotional probationary period, the employee returns to the bargaining unit, he/she shall be credited only with the seniority accrued while previously in the bargaining unit. The employee will get no seniority credit for time spent outside of the bargaining unit.

9.24 If any of the above language negatively impacts the employment of the newly-hired employee specifically hired to replace the promoted employee, the parties shall meet and confer on strategies to lessen such impact.

ARTICLE 10. INSURANCE

10.1 Hospital-Medical. The EMPLOYER shall maintain a hospital-medical insurance program subject to the conditions established by the EMPLOYER and/or the contract between the EMPLOYER and an insurance carrier. The EMPLOYER shall meet and confer with the UNION prior to changing benefit levels in such a way as to create additional expense to UNION members, provided however, that no such change shall be imposed on UNION members unless that change also is imposed on all MAC organized and non-organized personnel.

10.11 Employee Coverage. The EMPLOYER shall contribute on the behalf of eligible full-time employees, who have completed one (1) month of continuous employment, the monthly cost of employee coverage for each month or portion of a month worked; provided however, that the employee shall contribute the following amounts toward the premium cost for single health insurance coverage for each month or portion of a month worked:

Effective January 1, 2017
Blue $ 44.00
HSA $ 23.00

10.12 Family Coverage. Eligible and enrolled full-time employees, who have completed one (1) month of continuous employment, shall contribute the following amounts toward the premium cost of family health insurance coverage for each month or portion of a month worked:

Effective January 1, 2017
Blue $ 272.00
HSA $ 171.00

Bargaining unit members shall be eligible to participate in the EMPLOYER'S flexible spending plan for both medical and dependent care reimbursement.

10.13 Effective January 1, 2018 and January 1, 2019:

The EMPLOYER shall provide employees covered by the bargaining unit with the same health insurance plan/premiums as those established for non-organized employees. Further, in the event the EMPLOYER voluntarily
agrees with any bargaining unit to an EMPLOYER provided insurance package which is more favorable for employees than that established for non-organized employees, the EMPLOYER shall apply such package to this bargaining unit.

10.2 Life. The EMPLOYER shall provide a life insurance benefit equal to one (1X) times base rate annual salary subject to the limitations and conditions established by the contract between the EMPLOYER and an insurance carrier. Such life insurance benefit, and supplemental life insurance options, shall be the same as those provided for non-organized employees for 2018 and 2019.

10.21 The EMPLOYER shall contribute on behalf of each eligible full-time employee who has completed one (1) month of continuous employment the monthly premium cost of the group term life insurance program for each month or portion of a month worked.

10.3 Dental. The EMPLOYER shall maintain a group dental insurance program subject to the conditions of the contract between the EMPLOYER and an insurance carrier. The EMPLOYER shall meet and confer with the UNION prior to changing benefit levels in such a way as to create additional expense to UNION members, provided however, that no such change shall be imposed on UNION members unless that change also is imposed on all MAC organized and non-organized personnel.

10.31 The EMPLOYER shall contribute on behalf of eligible and enrolled full-time employees who have completed one (1) month of continuous employment; provided however, that effective January 1, 2017, the employee shall contribute the following amounts for each month or portion of a month worked toward the monthly premium cost for dental insurance.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Coverage</td>
<td>$13.00</td>
</tr>
<tr>
<td>Family Coverage</td>
<td>$31.00</td>
</tr>
</tbody>
</table>

10.32 Effective January 1, 2018 and January 1, 2019:

The EMPLOYER shall provide employees covered by the bargaining unit with the same Dental Insurance plan/premiums as those established for non-organized employees. Further, in the event the EMPLOYER voluntarily agrees with any bargaining unit to an EMPLOYER provided insurance package which is more favorable for employees than that established for non-organized employees, the EMPLOYER shall apply such package to this bargaining unit.

10.4 Payroll Deduction. All employee monthly insurance contributions established by this ARTICLE shall be paid by participating employees through monthly payroll deduction.

10.5 Long Term Disability. The EMPLOYER shall provide long term disability insurance for eligible full-time PERA employees who have completed one (1) month of continuous employment.

10.6 Alternative Insurance Coverage. Employees who provide written proof of alternative health and dental insurance coverage may choose to opt-out of the EMPLOYER’s self-insured health and dental plans. Employees who so choose, and who have completed one (1) month of continuous full-time employment, shall receive a monthly payment of fifty-five dollars ($55.00) beginning on the month following the date such written proof is provided. Such employees may again enroll in the EMPLOYER’s health and dental
program during the open enrollment period established by the EMPLOYER, or upon providing proof to the satisfaction of the EMPLOYER that such alternative insurance is no longer available because of a loss of eligibility.

10.7 **Summary Plan Documents.** By December 15 of each year and upon request by a Steward, the EMPLOYER shall provide a copy of the Summary Plan Documents for the Hospital-Medical Insurance plan described in Section 10.1.

**ARTICLE 11. VACATIONS**

11.1 **Accrual of Vacation.** Employees shall earn paid vacation in accordance with the following schedule based on continuous years of employment:

11.11 From the start of continuous employment through the fifth (5th) year of continuous employment, at the rate of fifteen (15) vacation days per calendar year.

11.12 From the sixth (6th) year of continuous employment through the tenth (10th) year of continuous employment, at the rate of nineteen (19) vacation days per calendar year.

11.13 From the eleventh (11th) year of continuous employment through the fifteenth (15th) year of continuous employment, at the rate of twenty-one (21) vacation days per calendar year.

11.14 From the sixteenth (16th) year of continuous employment through the twentieth (20th) year of continuous employment, at the rate of twenty-four (24) vacation days per calendar year.

11.15 From the twenty-first (21st) year of continuous employment and thereafter, at the rate of twenty-nine (29) vacation days per calendar year.

11.2 **Definition.** A day of vacation shall be defined as a scheduled normal work day of absence for which an employee is paid. Vacation days requested by an employee, and approved by the EMPLOYER, shall be deducted from an employee's earned vacation.

11.3 **Separation from Employment.** Employees separating from employment shall earn pro-rated vacation for the calendar year in which they separate.

11.31 Employees who separate and who have not used their pro-rated earned vacation or approved "carry over" vacation shall be paid for such vacation by check following the date of separation.

11.32 Employees who separate and who have used in excess of their pro-rated earned vacation or approved "carry over" vacation shall have the excess used deducted from their last bi-weekly earnings.

11.4 **Scheduling of Vacation.** Earned vacation may be requested by employees, subject to the operating needs of the EMPLOYER in accordance with the following conditions:

11.41 As of December 1 of each calendar year the EMPLOYER shall post a seniority vacation sign-up schedule.
11.411 Between the period of December 1 and December 15 of each calendar year all employees may, by seniority, select two (2) vacation periods of no less than three (3), but no more than fifteen (15) consecutively scheduled work days.

11.412 After January 1, employees may select no less than three (3), but no more than fifteen (15) consecutively scheduled work days. Such vacation shall be requested on a non-seniority, first-come first-served basis.

11.413 An employee may, with the approval of the Chief Engineer or Assistant Chief Engineer, schedule up to nine (9) days of vacation to be used one (1) day at a time during the calendar year. One (1) day at a time vacation requests for January 1st through January 3rd must be made between December 15th and December 28th of the preceding year. One (1) day at a time vacation requests for the remainder of the year may be made any time after January 1st. Such vacation shall be requested on a non-seniority, first-come first-served basis. Holidays approved by the Employer as days off shall not count as a day at a time vacation opportunity.

11.414 Employees may use an additional twelve (12) days of vacation on short notice. Such vacation requests shall be approved on the condition that such vacation shall not result in the payment of overtime.

11.42 The selection of vacation shall be subject to the following limitations:

11.421 During the period of January 1 through December 31 a maximum of three (3) employees, not on the same shift, may select their vacation period(s).

11.422 All vacation requests shall require a three (3) day advance notice not including Saturdays, Sundays or holidays.

11.423 An employee wishing to cancel scheduled vacation shall request, in writing, permission from the Chief Engineer or Assistant Chief Engineer at least three (3) days in advance not including Saturdays, Sundays and holidays.

11.43 The vacation relief engineer shall be notified of his vacation schedule for all posted and approved seniority vacation no later than January 31.

11.5 Approval. The approval of the use of earned vacation is in all cases subject to the operating needs of the EMPLOYER.

11.6 Carry Over of Vacation. Employees may "carry over" a maximum of twenty (20) days of unused earned vacation into a succeeding calendar year, subject to the approval of the Chief Engineer. Employees who have an earned vacation balance as of December 31st of each year may sell back up to forty (40) hours of such earned vacation balance at the employee's base hourly rate of pay. In order to be eligible for this benefit, such employee must have taken no less than eighty (80) hours of vacation in the twelve (12) months prior to that December 31st.
ARTICLE 12. SICK LEAVE

12.1 Employees shall earn paid sick leave at the rate of one (1) day per each month of continuous employment. Unused sick leave shall accumulate to an unlimited amount.

12.2 Earned sick leave may be used by an employee for the following reasons only:

12.21 Because of personal illness or a temporary physical disability which prevents the employee from performing job duties and responsibilities.

12.22 Because of a sudden emergency due to a serious illness in the employee's immediate family, which requires the personal attention and care of the employee. Immediate family for the purpose of this Section shall mean spouse, father, mother, father-in-law, mother-in-law, child, (including stepchild, adopted child or foster child) adult child, stepmother, stepfather, grandparent, grandchild, sister, or brother of the employee.

12.3 The EMPLOYER retains the right to require employees using sick leave to provide medical evidence of the reason(s) for their absence.

12.4 Employees who are found to have abused the sick leave benefit may be disciplined as provided by ARTICLE 17 (DISCIPLINARY PROCEDURES).

12.5 The parties shall meet and confer in Labor/Management meetings on sick leave incentives/concepts and related post employment health benefits.

ARTICLE 13. PAID ABSENCES

13.1 Eligibility. To be eligible for paid absences as established by this ARTICLE, employees must have completed their probationary period.

13.2 Funeral Leave.

13.21 To a maximum of three (3) consecutive scheduled normal work days, if necessary, will be granted to employees with pay in the event of the death of the employee's spouse, child, father, mother, sister, brother, grandfather, grandmother, grandchild, father-in-law, and mother-in-law. One (1) day shall be the date of the death or the date of the funeral.

13.3 Jury Duty. Employees called for jury duty shall suffer no loss in their normal wages. Employees serving jury duty shall sign over all jury duty fees to the EMPLOYER.

13.4 Military Leave. Employees serving in the military reserve shall suffer no loss in their normal compensation, to the extent provided by Minnesota law. For purposes of this ARTICLE, fifteen (15) days as provided for by Minnesota law shall mean one hundred twenty (120) hours (eight [8] hours per day).

13.5 Paid Parental Leave. Regular status employees that have been employed by the EMPLOYER for six (6) consecutive months are eligible for paid parental leave under the same terms and conditions as established by the EMPLOYER for non-organized employees (current policy is shown as an attachment).

Effective for births or adoptions occurring on or after the execution date of the agreement.
13.6 **Notification of Supervisor.** Employees requesting to be absent from schedule work with pay as provided by Sections 13.2, 13.3, or 13.4 shall have the personal responsibility to notify their supervisor as soon as possible prior to the start of their scheduled normal work day of their intended absence, the reason(s) for the absence, and the length of the intended absence. Failure to provide such notification may be just cause for discipline as provided by ARTICLE 17 (DISCIPLINARY PROCEDURES).

**ARTICLE 14. LEAVES OF ABSENCE**

14.1 **Eligibility.** To be eligible for a leave of absence as established by this ARTICLE, employees must have completed their probationary period.

14.2 **Illness or Injury.** Employees who have exhausted their earned sick leave may request an unpaid leave of absence to a maximum of ninety (90) calendar days with extensions up to one (1) calendar year if needed. Requests shall be made in writing and are subject to the approval of the Executive Director or designee.

14.3 **Education.** Employees accepted into a program of formal study which is closely related to the employee's duties and responsibilities may request an unpaid leave of absence necessary to complete the program of study. Requests shall be made in writing and are subject to the approval of the Executive Director or designee.

14.4 **Travel.** Employees may request one (1) unpaid leave of absence, not to exceed ninety (90) calendar days, during each five (5) year period to travel. Requests shall be made in writing and are subject to the approval of the Executive Director or designee.

14.5 **Military.** Employees shall be granted unpaid military leaves consistent with applicable Minnesota Statutes. Requests shall be made in writing to the Executive Director or designee.

14.6 **Family Medical Leave.** The EMPLOYER will provide family medical leave as required by applicable Federal and State laws. The leave will be administered pursuant to the EMPLOYER'S policy and procedures.

14.7 **School Conference and Activities Leave.** Upon request, an employee shall be granted an unpaid leave of absence to attend school conferences or classroom activities related to the employee's child, provided however, that such leaves of absence shall not exceed sixteen (16) hours during any school year.

It shall be the responsibility of the employee requesting such leave of absence to provide reasonable prior notice if the need for such leave is foreseeable and must make a reasonable effort to schedule the leave so as not to disrupt the operations of the EMPLOYER.

An employee may use accrued vacation in lieu of unpaid leave for this purpose, provided however, that notwithstanding the provisions of ARTICLE 14.6 and ARTICLE 11.5, employees may use vacation on an hourly basis the conditions for requesting such leave have been satisfied. An employee opting to utilize vacation for this purpose shall be required to request a specific number of hours of vacation time, no less than thirty-six (36) hours in advance of the beginning of the scheduled shift in which the time is to be taken.
14.8 **Status During Leave.** During the period of an approved unpaid leave of absence an employee shall not receive compensation or be eligible for any term or condition of employment established by this AGREEMENT, except as may be required by Minnesota Statutes.

**ARTICLE 15. SEVERANCE**

15.1 **Purpose.** In recognition of continuous service and the judicious use of earned sick leave, full-time employees may earn severance benefits in accordance with the provisions of this ARTICLE.

15.2 **Eligibility.** Payment of severance pay shall be made only to employees who at the time of retirement have accrued sick leave credit of no less than sixty (60) days (480 hours) and who have no less than twenty (20) years of qualified service as computed for retirement purposes, or who have reached sixty (60) years of age, or who are required to retire earlier because of either disability or having reached mandatory retirement age. When an employee having no less than sixty (60) days (480 hours) accrued sick leave dies prior to retirement, he shall be deemed to have retired because of disability at the time of death and severance pay benefits shall be paid to the designated beneficiary as provided by the following subsection.

15.3 **Method of Payment.** The severance pay for each employee qualified hereunder, shall be one-half (½) of the daily rate of pay for the position held by the employee on the day of retirement, notwithstanding subsequent retroactive pay increase, for each day of accrued sick leave subject to a minimum of sixty (60) days (480 hours) and a maximum of two hundred (200) days (1600 hours). Such severance pay shall be distributed at a monthly rate equal to the total amount of severance obligation divided by sixty (60) or $50.00, whichever is greater, to be paid on the last day for Commission employees of each month, provided that the first of such payments shall begin in the calendar month next following termination of employment, but not less than thirty (30) calendar days after the date of the employee's termination. If the severance pay recipient dies prior to receiving the full amount of such benefit, the remaining payments shall be made in a lump sum to the beneficiary entitled to the proceeds of his/her Group Life Insurance policy or to the employee's estate if no beneficiary is listed.

15.4 **Severance Pay Funding.** Severance pay benefits approved for payments, based on this policy, shall be paid from current revenues of the Airports Commission. The Commission shall establish a liability to be reviewed annually and funding adjusted based on an analysis of the outstanding liability then existing for the payment of severance pay benefits. Because of the nature of severance pay prior to retirement, no actuarial basis exists to determine the amount of liability for this benefit and, therefore, the liability established each year does not represent the limit of severance pay benefits which could be paid in any year. Payments made in excess of the liability established will be made from current Commission revenues.

15.5 **Discharge.** Under no circumstances will employees who are discharged be eligible for a severance benefit as established by this ARTICLE.

**ARTICLE 16. HOLIDAYS**

16.1 A total of twelve (12) normal work days during the work year shall be observed as paid holidays for full-time employees. The holidays and date of observance are as follows:
New Year's Day                        January 1st
Martin Luther King Day                Third Monday in January
President's Day                        Third Monday in February
Good Friday                            Friday before Easter Sunday
Memorial Day                            Last Monday in May
Independence Day                       July 4th
Labor Day                               First Monday in September
Veteran's Day                          November 11th
Thanksgiving Day                       Fourth Thursday in November
Day after Thanksgiving                  Fourth Friday in November
Christmas Day                           December 25th
Floating Holiday                       January 1 through December 31

16.11 Approval of the Floating Holiday is subject to the operating needs of the EMPLOYER and in the event that more than one employee requests the holiday on a day when the EMPLOYER determines that all such employees requesting the holiday cannot be off work, the determination of who shall be granted the holiday shall be based on seniority. Employees hired on or after November 15 shall not be eligible to receive a floating holiday during the calendar year in which they were hired. Such employees shall first become eligible for a floating holiday in the calendar year following their hire.

16.2 Employees meeting the eligibility requirements of Section 16.4 shall receive a normal day’s pay for each of the observed holidays established by Section 16.1 in accordance with the following:

16.21 The observed holiday shall be the calendar day on which the holiday occurs.

16.22 A shift shall belong to the day and date on which it begins.

16.3 Employees scheduled to work or who are "called back" to work on an observed holiday established by Sections 16.21 and 16.22, shall be compensated in accordance with ARTICLE 7.5 for all hours worked.

16.4 To be eligible for holiday pay employees must have worked their last scheduled normal work day prior to the observed holiday and their first scheduled normal work day following the observed holiday or have been on an approved paid absence as established by this AGREEMENT, the scheduled normal work day before and/or after the holiday.

ARTICLE 17. DISCIPLINARY PROCEDURES

17.1 The EMPLOYER shall have the right to impose disciplinary action on employees for just cause.

17.2 Discipline by the EMPLOYER shall include only the following actions:

17.21 Oral reprimand
17.22 Written reprimand
17.23 Suspension
17.24 Demotion
17.25 Discharge

17.3 Written reprimands, after two (2) years from the date of issuance, shall not be considered by the EMPLOYER in taking disciplinary action for a similar just cause.

17.4 Employees who receive a written reprimand or who are suspended, demoted, or discharged shall have the right to appeal such disciplinary actions through the grievance procedure as established by ARTICLE 18 (GRIEVANCE PROCEDURE). Employees receiving oral reprimands shall have a right to appeal such disciplinary action only through Step 2 of the grievance procedure as established by ARTICLE 18 (GRIEVANCE PROCEDURE).

17.5 All discipline shall be in writing, a copy of which shall be sent to the employee and the UNION.

ARTICLE 18. GRIEVANCE PROCEDURE

18.1 Definition of a Grievance. A grievance shall be defined as a dispute or disagreement as to the interpretation of application of the specific terms or conditions of this AGREEMENT.

18.2 UNION Representative. The EMPLOYER will recognize Stewards designated by the UNION in accordance with ARTICLE 3 (UNION RIGHTS) as the grievance representative of the bargaining unit having the duties and responsibilities established by this ARTICLE.

18.3 Processing of a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during the scheduled normal work day only when consistent with employee duties and responsibilities. The aggrieved employee and a UNION Steward shall be allowed a reasonable amount of time, without loss of pay, when a grievance is investigated and presented to the EMPLOYER during normal working hours, provided, that the employee and the UNION Steward have notified and received the approval of their supervisor, that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

18.4 Procedure. Grievances, as defined by Section 18.1, shall be resolved in conformance with the following procedure:

Step 1 An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's immediate supervisor. The immediate supervisor will discuss the alleged grievance with the employee and give an answer to such Step 1 grievance within ten (10) calendar days following the discussion. A grievance not resolved in Step 1 and appealed by the UNION to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days following the Step 1 answer shall be considered waived.

Step 2 If appealed, the written grievance shall be presented by a UNION Representative and discussed with the Facilities Manager. He/she shall give
the UNION the EMPLOYER’S Step 2 answer in writing within ten (10) calendar days following the Step 2 discussion. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days following the Step 2 answer shall be considered waived.

Step 3 If appealed, the written grievance shall be presented by the UNION Business Manager and discussed with the Executive Director or his designee. The Executive Director or his designee shall give the UNION the EMPLOYER’S Step 3 answer in writing within ten (10) calendar days following the Step 3 discussion. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days following the Step 3 answer shall be considered waived.

Step 4 If appealed, the UNION may petition the Bureau of Mediation Services for the sole purpose of attempting to resolve the dispute. If no settlement of the grievance is reached within thirty (30) calendar days from the date mediation was requested, the UNION may appeal the grievance by written notice to the EMPLOYER to Step 5.

Step 5 A grievance unresolved in Step 4 and appealed to Step 5 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

18.5 Arbitrator’s Authority.

18.51 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

18.52 The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator’s decision shall be submitted in writing within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on the EMPLOYER, the UNION, and the employees and shall be based solely on the arbitrator’s interpretation or application of the express terms of this AGREEMENT and the evidence and testimony presented.

18.6 Fees and Expenses. The fees and expenses for the arbitrator’s services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided, that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

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

18.8 **Exclusive Remedy.** This procedure shall be the sole and exclusive means of processing a grievance as defined by Section 18.1.

**ARTICLE 19. INJURY ON DUTY**

19.1 Employees who are injured in the performance of their job classification’s duties and responsibilities, for which Worker’s Compensation benefits are paid, shall have the option of continuing in a normal compensation status subject to the following conditions:

19.11 The difference between the Worker’s Compensation benefit for a normal work week and an employee’s normal work week compensation shall be drawn from the employee’s earned sick leave or earned vacation. The amount deducted shall be the difference, rounded to the nearest one-quarter (¼) hour.

19.12 An employee may draw from earned sick leave or earned vacation until exhausted, at which time the benefit shall cease and only the Worker’s Compensation benefits will be received.

19.2 Under no circumstances will an employee, who opts for this benefit, receive compensation which is in excess of the employee’s normal work day or normal work week’s compensation.

19.3 Employees shall not be allowed to draw both Worker’s Compensation benefits and sick leave benefits, except as provided by this ARTICLE.

**ARTICLE 20. SEPARATION**

20.1 Employees shall be considered to have separated from employment based on the following actions:

20.11 **Resignation.** Employees resigning from employment shall give written notice fourteen (14) calendar days prior to the effective day of resignation.

20.12 **Retirement.** As provided in ARTICLE 22 (RETIREMENT).

20.13 **Discharge.** As provided in ARTICLE 17 (DISCIPLINARY PROCEDURES).

20.14 **Failure to Report for Duty.** As provided in ARTICLES 21 (ABSENCES FROM WORK).

20.15 **Termination During the Probationary Period.** As provided in ARTICLE 9 (PROBATIONARY PERIOD).

20.2 Employees rehired following separation from employment shall be considered new employees.

**ARTICLE 21. ABSENCES FROM WORK**

21.1 Employees unable to report for their scheduled normal work day because of personal illness or injury shall notify the EMPLOYER one (1) hour prior to the start of their
scheduled normal work day of their intended absence and the expected duration of the absence. In the case of an emergency, however, the EMPLOYER shall be notified of the absence as soon as possible.

21.12 Employees failing to give notification as required by Section 21.1 of this ARTICLE or who do not have a valid explanation of the reasons for failing to give notification may be subject to discipline as provided by ARTICLE 17 (DISCIPLINARY PROCEDURES).

21.2 Failure to report for work without notification or without a valid explanation of the reasons or failure to give notification for three (3) consecutively scheduled normal work days by an employee may be considered a resignation.

21.3 Employees "called back" to replace an absent employee shall work the absent employee’s scheduled shift.

ARTICLE 22.

RETIREMENT

22.1 Early Retirement. Employees who elect to retire early may be eligible for the following early retirement incentive provisions.

22.11 Severance. As established by ARTICLE 15 (SEVERANCE).

22.12 Hospital-Medical Insurance Participation. Officials and employees who have become vested or qualify in either of the retirement plans available to MAC employees, who retire and who are entitled to benefits under a public employees retirement act, and who do not participate in any other health benefits program providing coverages similar to those herein contemplated, shall be eligible to continue coverage with respect to both themselves and their eligible dependent(s) under the Commission's health benefits program contribution toward required premiums by the Commission at the same percentages applicable to active employees and their eligible dependent(s) until becoming eligible for coverage under Medicare, Part A or B, or both, provided however, that the premium for family medical insurance coverage stated in ARTICLES 10.11 and 10.12 shall be reduced by thirty percent so long as active employees are eligible to participate in the flexible spending plan established by ARTICLE 10.12. In the event that active employees are no longer eligible to participate in the flexible spending plan, such premiums shall be equal to that of the active employee. The Commission will pay 100% of the premium for the retired employee and spouse over 65 providing the retired employee is vested or qualifies in either retirement plan available to MAC employees.

Upon death of a retired employee qualified under Paragraph 1, the surviving spouse's premium shall be paid by the Commission 100 percent for one year. After the first year, the surviving spouse over 65 will have the option to continue coverage by paying 15 percent of the retired employee rate. After the second year, the premium for the surviving spouse over 65 will be 30 percent of the retired employee rate. After the third year, the premium for the surviving spouse over age 65 will be 50 percent of the appropriate premium rate for similar coverage. If the surviving spouse is under 65, the cost of the premium would be the same as an active employee, provided however, that the premium for family medical insurance coverage stated in ARTICLES 10.11 and 10.12 shall be reduced by thirty percent so long as active employees are eligible to participate in the flexible spending plan established by ARTICLE
10.12. In the event that active employees are no longer eligible to participate in the flexible spending plan, such premiums shall be equal to that of the active employee. The surviving spouse may elect to convert to a personal policy with the current carrier.

If the surviving spouse under 65 has dependents, the cost of the dependent will be continued to be paid 100 percent by the surviving spouse. Upon remarriage, the surviving spouse will have the option to continue coverage by paying 100 percent of the premium, convert to an individual policy or terminate the coverage.

22.121 Employees hired after January 22, 1991, will only be eligible to participate in the MAC medical plan until age 65 or eligibility to participate in Medicare, whichever comes first.

22.122 Employees hired after August 18, 2003, must be employed for ten (10) years before being eligible for benefits identified in Section 22.12 and Section 22.121.

22.123 Employees hired to the MAC after July 17, 2006, are not entitled to any subsidized health/dental insurance upon their retirement. Instead these newly hired employees will participate in the following Health Care Savings Plan ("HCSP"). Contributions made under this Section shall be made to the Post Employment Health Care Savings Plan described in the attached Letter of Agreement effective March 3, 2005 between the EMPLOYER and the UNION.

(i) Newly hired employees will contribute one percent (1%) of gross salary on a per pay period basis to HCSP.

(ii) The EMPLOYER will contribute five hundred dollars ($500.00) per year to the HCSP on a per pay period basis beginning the first pay period following the employee's five (5) year anniversary date.

(iii) The EMPLOYER will contribute six hundred dollars ($600.00) per year to the HCSP on a per pay period basis beginning the first pay period following the employee's ten (10) year anniversary date.

(iv) The EMPLOYER will contribute seven hundred dollars ($700.00) per year to the HCSP on a per pay period basis beginning the first pay period following the employee's fifteen (15) year anniversary date.

(v) Annual contributions will be prorated based on the number of hours on paid status in a pay period for both full-time and part-time employees (i.e. full-time employees with six (6) years at EMPLOYER will receive five hundred dollars ($500.00) per year and half-time employees will receive two hundred fifty ($250.00) per year.

(vi) Only insurance-eligible employees are eligible to participate in this HCSP option.
Effective January 1, 2018 the amounts in subparagraphs ii, iii and iv will be increased by one hundred dollars ($100.00).

ARTICLE 23. NON-DISCRIMINATION

23.1 Equal Application. The provision of this AGREEMENT shall be applied equally by the EMPLOYER and the UNION to all employees without discrimination as to race, color, creed, age, national origin, political affiliation, sex, disability, marital status, public assistance status, religion, sexual orientation, or because of membership or non-membership in the UNION.

23.2 Job Duties and Responsibilities. Employees covered by this AGREEMENT shall carry out their job duties and responsibilities in a non-discriminatory manner.

ARTICLE 24. MEDICAL EXAMINATIONS

24.1 All applicants for employment shall be subject to a physical examination. No application shall be considered for employment until the applicant meets the medical and physical standards of the job classification for which application is made.

24.2 Following employment, the EMPLOYER may require a medical re-examination of any employee.

24.3 All physical examinations required by the EMPLOYER, shall be conducted by a physician or physicians selected and paid for by the EMPLOYER.

ARTICLE 25. SENIORITY

25.1 Definition. Seniority shall be defined as the length of continuous full-time employment in the bargaining unit covered by this AGREEMENT.

25.2 Seniority Date. Following the completion of the probationary period of an employee's most recent employment, an employee's seniority date shall be the first (1st) day of work.

25.3 Application of Seniority. Seniority shall have application to the following:

25.31 Selection of a vacation period as provided by ARTICLE 11 (VACATIONS).

25.32 Employees may bid on their shifts by seniority between November 15 and November 30 of the year prior to the shift change. Such shift change will take effect the first full payroll period in January.

25.4 Transfer and Promotion. In cases of promotion or transfer to a vacant job classification the following conditions shall apply:

25.41 All full-time job classification vacancies will be posted on an official job posting form for a period of seven (7) business days, excluding weekends and holidays.

25.42 A copy of all job classification vacancy postings will be forwarded to the UNION.
Employees interested in the job classification vacancy shall submit a written application no later than the last day of the seven (7) day posting period.

All decisions concerning promotions or transfers are the responsibility of the EMPLOYER. In reaching a decision concerning the transfer or promotion of employees the EMPLOYER will apply seniority, provided, the employee has the qualifications to perform the work.

Employees who are transferred or promoted shall serve a thirty (30) working day trial period, during which time the employee may be returned to his previous position for cause by the EMPLOYER or may voluntarily return to his previous position.

In the event a less senior employee is transferred or promoted to a job classification vacancy by the EMPLOYER, the EMPLOYER will notify the UNION prior to announcing the decision.

Loss of Seniority. Employees shall lose their seniority status upon separating from employment by resignation, discharge, or retirement. Employees rehired following separation by resignation or discharge, shall receive no seniority credit for their previous employment.

ARTICLE 26. LAYOFF AND RECALL

In the event that it becomes necessary for the EMPLOYER to temporarily or permanently reduce the work force, employees will be laid off according to their seniority. Employees with the least seniority will be laid off first.

When recalling employees following a temporary or permanent lay-off, the employee with the most seniority will be recalled first.

No new employee will be hired until all employees on a lay-off status have been offered an opportunity to return to work.

Lay-off status shall continue for a period not to exceed two (2) years from the date the lay-off occurred. An employee who has been laid-off may be reinstated without examination in a vacant position of the same classification.

Removal from lay-off status shall occur for the following reasons:

Recall to a position in the employment status from which the employee was laid off.

Failure to respond to or accept recall to a position in the employment status from which the employee was laid-off.

Resignation, retirement or termination from employment with the MAC.

Expiration of the two year lay-off period.

Notice of Lay-Off and Recall shall be as follows:

In the event that a permanent lay-off becomes necessary, the EMPLOYER shall give written notification to the employee to be laid off with a copy to the
UNION, at least ten (10) calendar days prior to the effective date of the lay-off, whenever practicable.

26.62 An employee on lay-off shall be notified of recall by personal written notice or certified mail (return receipt requested) sent to the employee’s last known address at least ten (10) calendar days prior to the reporting date. The employee shall notify the EMPLOYER by certified mail (return receipt requested) within five (5) calendar days of receipt of notification of intent to return to work and shall report for work on the reporting date specified by the EMPLOYER unless other arrangements have been agreed to by the EMPLOYER in writing.

26.7 It shall be the responsibility of the employees to keep the Employee Relations Department advised of his/her current mailing address.

ARTICLE 27. SAFETY

27.1 Safety is a joint responsibility of the EMPLOYER and the employee. To accomplish job safety each employee shall be responsible for:

27.11 Following work instructions;

27.12 Correcting unsafe conditions, if possible; and

27.13 Complying with laws, rules and regulations promulgated thereunder.

27.2 Employees failing to comply with job safety standards as established by laws, rules and regulations promulgated thereunder shall be subject to penalties established by law.

27.3 Effective upon execution of this AGREEMENT, employees may purchase as prescribed by the EMPLOYER one (1) pair of steel-toed safety footwear, a reflective safety jacket and/or other safety clothing. The EMPLOYER shall contribute up to two hundred and fifty dollars ($250.00) toward the purchase of such items each year.

ARTICLE 28. TRAINING

Employees who take related training courses may be eligible for tuition reimbursement upon the successful completion of the course. To be eligible for reimbursement, an employee must have received approval of the Executive Director or designee prior to the beginning of the training.

ARTICLE 29. SAVINGS CLAUSE

29.1 The EMPLOYER and the UNION agree that it is their intention that this AGREEMENT not be in conflict with federal or state law or rules and regulations properly promulgated thereunder.

29.2 Any provision(s) of this AGREEMENT held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, shall be null and void. All other provisions of this AGREEMENT shall continue in full force and effect. The parties, on written notice, shall meet and renegotiate the voided provision(s).
ARTICLE 30. WAIVER

30.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

30.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are fully set forth in this AGREEMENT.

30.3 The EMPLOYER and the UNION each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this AGREEMENT was negotiated or executed. The parties may, upon mutual agreement, amend or modify any provision of this AGREEMENT.

ARTICLE 31. MUTUAL PLEDGE

31.1 No Strike. For the duration of this AGREEMENT, the UNION, its officers, agents, members, and the employees covered by this AGREEMENT shall not cause, instigate, encourage, condone, engage in, or cooperate in any strike, work slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or part from the full, faithful, and proper performance of the duties of employment, regardless of the reason for doing so.

31.11 In the event the EMPLOYER notifies the UNION that an employee(s) may be violating Section 31.1 of this ARTICLE, the UNION shall immediately notify such employee in writing of the EMPLOYER'S assertion and of the provisions of this ARTICLE.

31.12 Any employee who violates any provision of this ARTICLE may be disciplined or discharged at the sole discretion of the EMPLOYER.

31.2 No Lock-Out. For the duration of this AGREEMENT, the EMPLOYER will not "lock-out" an employee(s) covered by this AGREEMENT because of a labor dispute with the UNION.

ARTICLE 32. DURATION

32.1 This AGREEMENT shall become effective as of the date of the signing, unless specifically provided otherwise herein, and shall remain in effect through December 31, 2019, and continue in effect from year to year thereafter unless changed or terminated in the manner herein provided.

32.2 Either party desiring to change this AGREEMENT must notify the other in writing at least sixty (60) calendar days and not before one hundred twenty (120) calendar days prior to the expiration date specified in Section 32.1 of this ARTICLE. When notice is given for the desire to negotiate changes, the nature of such changes shall be specified in the
notice. Until a conclusion is reached regarding such changes, the original provisions
shall remain in full force and effect. Notice by either party of a desire to terminate this
AGREEMENT shall follow the same procedure as proposed change.

ARTICLE 33. LABOR MANAGEMENT MEETINGS

33.1 The UNION and the EMPLOYER agree to hold monthly, when the parties concur that it
is desirable, but at least quarterly, at times mutually agreed to, on the EMPLOYER’S
premises and during normal working hours, monthly joint labor/management meetings.
Employees shall suffer no loss of pay due to attendance at such meetings; and the time
spent at such meetings shall not count as overtime under ARTICLE 7 and specifically
shall not count as overtime for purposes of the “call out” list referred to in Section 7.3.

33.2 Continuing Education: The EMPLOYER and the UNION recognize that the State of
Minnesota, Department of Labor and Industry, Boiler Division, is developing continuing
education requirements for licensees holding boiler licenses. The parties agree to meet
and confer through the Labor Management Committee to address issues related to the
newly established requirements imposed by the Boiler Licensing Division once they are
completed.

33.3 Trainee Program: The parties agree to utilize the Labor Management Committee meet
and confer process to discuss the on-going needs of the trainee program including the
training curriculum for Operating Engineer Trainees.

33.4 Drug and Alcohol Testing: The parties agree to meet and confer on any changes to the
EMPLOYER’S Drug and Alcohol Testing Policy before the EMPLOYER implements any
changes.
SIGNATURES

AGREED and attested to as the full and complete understanding of the parties for the period specified by the signatures of the following representatives of the EMPLOYER and the UNION.

FOR THE EMPLOYER:

[Signatures]
Chair
Metropolitan Airports Commission

Chair
Finance and Administration Committee
Metropolitan Airports Commission

Executive Director
Metropolitan Airports Commission

Manager, Labor Relations
Metropolitan Airports Commission

FOR THE UNION:

[Signatures]
President
I.U.O.E. Local 70

Recording Secretary
I.U.O.E. Local 70

Business Manager
I.U.O.E. Local 70

Business Representative
I.U.O.E. Local 70

Union Steward
I.U.O.E. Local 70

Union Steward
I.U.O.E. Local 70

Dated this 20th day of March, 2017.

Dated this 13th day of March, 2017.
MEMORANDUM OF UNDERSTANDING
Between
METROPOLITAN AIRPORTS COMMISSION
And
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 70

Operating Engineer Trainee

In light of the fact that the Metropolitan Airports Commission ("MAC") is planning to hire Operating Engineer Trainees ("Trainee") the parties hereby agree that the Trainees will become members of the collective bargaining agreement between the MAC and the International Union of Operating Engineers, Local 70, AFL-CIO ("Local 70") which is hereinafter referred to as the "CBA". While agreeing to place Trainees in the bargaining unit the MAC and Local 70 recognize that Trainees are a unique job classification and as such they shall have modifications made to the terms and conditions of their employment as contained in the CBA between MAC and Local 70. Those modifications are as follows:

Trainees shall be fully subject to the following Articles of the CBA: Articles 1, 2, 3, 4, 5, 10, 11, 12, 13, 16, 19, 21, 23, 24, 27, 29, 30, 31, 32 and 33.

Trainees shall not be subject to the other Articles of the CBA but shall have the following terms and conditions of employment.

**Hours of Work:** Trainees shall work a full-time schedule as determined and assigned by MAC.

**Wages:** Trainees shall be paid as follows:

- First 6 months ......................... 80% of Operating and Relief Engineer Rate
- 7 to 12 months ....................... 85% of Operating and Relief Engineer Rate
- 13 to 18 months ...................... 90% of Operating and Relief Engineer Rate
- 19 months to 1A License .......... 95% of Operating and Relief Engineer Rate

**Seniority:** Trainees shall not be eligible for seniority rights during their training period. Article 25.1 and 25.2 will not apply to employees originally hired as Trainees. Seniority for Trainees will instead begin on their date of hire into a permanent position as an Operating and Relief Engineer.

**Status:** Trainees shall be "at will" employees and may be terminated at any time by the employer without regard to the disciplinary and just cause provisions of the contract and without recourse to the grievance procedure in the contract. Upon hire as a Permanent Operating and Relief Engineer employees who have completed the Trainee program will not be subject to a probationary period outlined in Article 9.
Separation: Trainees are not eligible for severance payments other than the payment of accrued and unused vacation should they be separated from the MAC.

Training Cost: MAC and Local 70 recognize that MAC will be investing a considerable amount of time and money into each trainee. As such, Trainees are expected to accept regular status employment if offered by MAC once they are eligible to work as Operating and Relief Engineers. Trainees are expected to pay for the training they received if they choose to work elsewhere. Thus for every month of training given by MAC towards acquiring a Class A Engineer License the Trainee will owe MAC $500.00. This amount will not be due so long as the Trainee works for MAC. Once hired by MAC to a regular status position as an Operating and Relief Engineer this amount will be forgiven at the rate of $250.00 per month for every month worked as an Operating and Relief Engineer. If an employee leaves with a balance due MAC may pursue any means necessary to collect payment on these training costs.

The parties further agree that Trainees will be utilized in a manner that does not effect in any way the staffing of Operating and Relief Engineers. They cannot be called to fill overtime shifts and they cannot count towards staffing minimums.

For: Metropolitan Airports Commission

James Laurent, Labor Relations Manager

For: International Union of Operating Engineers, Local No. 70, AFL-CIO

David Monsour, Business Manager

Glen Richardson, Union Steward

5/3/19/11

Date

11/4/12

Date
LETTER OF AGREEMENT

SCHEDULING OF VACATION – EXPERIMENT

Metropolitan Airports Commission, hereinafter referred to as the Employer, and the
International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as
the Union, agree to the following:

The parties have agreed to change how Vacations are scheduled. However, the parties have
agreed to do so only on a trial basis and as such the following language will apply:

The parties have agreed to modify ARTICLE 11.521 to read as follows through
December 31, 2019. During this experimental period, the parties shall meet and confer
regarding problems which arise concerning the specific language identified below:

11.521 During the period of January 1 through December 31 a maximum of three (3)
employees, not on the same shift, may select their vacation period(s). On
Monday through Friday one (1) additional employee may also select their
vacation period so long as this selection does not lead to overtime.

The parties have also agreed to eliminate through December 31, 2019, the nine (9) day
limit on day-at-a-time (DAT) vacation in section 11.523 and the twelve (12) day limit on
short notice vacation in section 11.514. All other conditions currently in place regarding
DAT and short notice vacation remain in effect, e.g. short notice vacation cannot create
overtime, proper notice must still be given to the Employer and limits on how many
operators can be on vacation on any given day will be enforced.

Either party may withdraw from this Letter of Agreement in whole or in part with thirty
(30) days written notice to the other party. In the event one (1) party withdraws from this
experiment, the terms of ARTICLE 11.521, 11.523 and 11.514 as applicable as included
in the text of the Labor Agreement shall again apply.

For: Metropolitan Airports Commission

For: International Union of Operating
Engineers, Local No. 70, AFL-CIO

Greg Failor, Labor Relations Manager
David Monsour, Business Manager

3/18/12

Date

Scott Marsyla, Business Representative

Union Steward

3/3/12

Date

Local 70 LOA2 Scheduling of Vacation Experiment 2017
LETTER OF AGREEMENT

HOLIDAY PAY WHEN WORKING THE HOLIDAY - EXPERIMENT

Metropolitan Airports Commission, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

The parties have agreed to change how Holidays are used when worked. However, the parties have agreed to do so only on a trial basis and as such the following language will apply:

The parties have agreed to modify ARTICLE 7.5 to read as follows through December 31, 2019. During this experimental period, the parties shall meet and confer regarding problems which arise concerning the specific language identified below:

**Holidays.** Hours worked on a holiday, as defined by ARTICLE 16 (HOLIDAYS), shall be compensated at the rate of two (2) times the employee’s hourly rate. In addition, **the employee shall receive either eight (8) hours straight time pay or, in lieu of pay, eight (8) hours of Holiday Compensatory Time.** To receive Holiday Compensatory Time the employee must designate in writing the desire to receive Holiday Compensatory Time. The designation must be made at least three (3) days prior to working the holiday. Holiday Compensatory Time may be used in the same manner as vacation but must be used in full-day increments and prior to using any full-day increments of earned vacation time.

Either party may withdraw from this Letter of Agreement with thirty (30) days written notice to the other party. In the event one (1) party withdraws from this experiment, the terms of ARTICLE 7.5 as included in the text of the Labor Agreement shall again apply.

For: Metropolitan Airports Commission

[Signature]

Greg Failor, Labor Relations Manager

3/20/2017

Date

For: International Union of Operating Engineers, Local No. 70, AFL-CIO

[Signature]

David Monsour, Business Manager

[Signature]

Scott Marsyla, Business Representative

Union Steward

3/13/2017

Date

Local 70 LOA1 Holiday Pay When Working the Holiday Experiment 2017
LETTER OF AGREEMENT

POST RETIREMENT HEALTH CARE SAVINGS PLAN

Metropolitan Airports Commission, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

On March 3, 2005, after extensive discussions the parties have agreed to set up a Post Retirement Health Care Savings Plan account administered by the Minnesota State Retirement System. As such, International Union of Operating Engineers, Local 70 employees are thereafter eligible to participate in the Minnesota Post Retirement Health Care Savings Plan (hereinafter referred to as the “HCSP”) established under Minnesota Statutes, Section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System’s Trust and Plan documents. All funds collected by the Employer pursuant to this Agreement and on the behalf of the employee will be deposited into the employee’s Post Retirement Health Care Savings Plan Account.

The parties have agreed that funds shall be contributed to the HCSP as follows:

1. Beginning in 2005, all full-time permanent employee whose employment is covered by the Labor Agreement between the Metropolitan Airports Commission and the International Union of Operating Engineers, Local 70 (“CBA”) who earn sick leave under ARTICLE 12 entitled “SICK LEAVE” shall have the equivalent value of one (1) day (eight (8) hours) of sick leave accrual as defined in ARTICLE 12 of the Collective Bargaining Agreement (CBA) placed into the HCSP each year. The transfer of these funds into the HCSP will result in the sick leave being treated by the Employer as though it had been “used” by the employee and the employee will be charged for sick leave in accordance with ARTICLE 12.2 of the CBA.

The parties agree that this Letter of Agreement, once executed, will be considered an attachment to the CBA and as a result this Agreement will have the full force and effect given to any and all terms contained within that Agreement.
For: Metropolitan Airports Commission

James Laurent, Labor Relations Manager

12/19/11
Date

For: International Union of Operating Engineers, Local No. 70, AFL-CIO

David Monsour, Business Manager

Glen Richardson, Union Steward

1/14/12
Date

Local 70 LOA3 Post Retirement Health Care Savings Plan 2011
1/11/12
November 1, 2010

Mr. Jack Dobier
Business Representative
International Union of Operating Engineers, Local No. 70
2417 Larpenter Avenue West
St. Paul, MN 55113

Re: Control Room Operator

Dear Jack:

This letter is being written in order to memorialize our discussion regarding the intent of the MAC and Local 70 relative to the Control Room Operator position. I have attached to this letter a list of duties associated with this position.

After discussions between the parties it is the understanding that one person per shift will be assigned to the duty of Control Room Operator. This assignment will be given based on bidding a shift schedule approved by MAC management with days to be worked as Control Room Operator outlined in the bid itself. Individuals will bid the shifts and receive any negotiated differential on the shift days indicated in the bid. It is generally expected that the vast majority of the time employees are scheduled to work as Control Room Operator they will be performing the duties of said position. However, in order to maintain work assignment flexibility and efficiency the person assigned as Control Room Operator may from time to time work outside of the control room. This will not result in any loss of differential pay during the assigned shift. The only time an employee other than the one who bid the shift may be assigned as Control Room Operator is when backfilling for an entire shift. As such, only one employee per shift may be assigned to the position of Control Room Operator at any time.

The parties further agree that any issues or problems concerning this agreement will be brought to the Labor Management Committee for further discussion.

For: Metropolitan Airports Commission

       Commission

                                             /s/ James Laurent, Labor Relations Manager

For: International Union of Operating Engineers, Local No. 70, AFL-CIO

                                             /s/ David Monsour, Business Manager

                                             /s/ Glen Richardson, Union Steward

Date  12/19/11

Attachment – Control Room Operator Duties and Responsibilities

Local 70 Letter of Agreement Regarding Control Room Operator 2011.doc
1/11/12
Control Room Operator
Duties and Responsibilities

Responsible for the safe and efficient operation of the heating and cooling system which supplies Terminal 1 and Terminal 2.

Assures that per Minnesota state law one operating engineer will be within 500 feet of all high pressure boilers. We have 4 high pressure steam generating boilers inside the EMC which supports Terminal 1.

The airport campus is involved in the CenterPoint Energy curtailment program, meaning anytime CenterPoint calls we have to be able to switch to an alternate fuel within 1 hour. In this instance, the Inside operator will be responsible for putting the jet fuel system on line and actually switching burner guns on all boilers required, and put back on line without losing steam loads.

Communicates instructions clearly and with great detail to other EMC personnel and provides direction or assistance when field verification is required or repairs are needed.

Contributes to the maintenance management software program.

Uses diplomatic skills when working with or directing MAC personnel, tenants, or the traveling public.

Ability to make an emergency decision and take proper action.

Makes decisions that are sensitive to environmental concerns and energy conservation needs.

Receives delivers of chemicals, other operational items

Lubricates equipment, changes oil and filters as needed.

Checks and adjust emission controls equipment as required.

Maintains daily log on equipment performance and plant activities.

Responsible for people coming and going out of EMC (contractors, visitors).

Responsible for monitors, computers, phones, boilers, and adding or subtracting heating and cooling loads as needed.

Must have a good basic understanding of electrical, plumbing, carpentry, in order to trouble shoot and communicate with all trades.

Monitors weather conditions, so EMC can stay ahead on heating or cooling loads, making the decision when to add another chiller or boiler also shut off equipment as needed, conserving energy.
Conducts inspections and performs preventative maintenance on all safety equipment.

Controls operation and adjusts water softeners, feed water systems, jet fuel, and natural gas.

Performs chemical analysis of boiler treatment, tests and treats condensate returns, while keeping accurate reports.

Performs emergency repairs to boilers or chillers and related equipment.

Operates high pressure steam turbines, synchronizes start up and secures turbines, both for chillers and boiler feed water pumps and make adjustments and calibrations as necessary.

Operates multiple Building Automation systems. Including pneumatic and electrical sensors, actuators, and controls.

Scans regularly the operation on the heating and cooling systems at Terminal 1 Terminal 2, parking management building, auto rental facilities and glycol buildings and makes adjustments as necessary.

 Receives and responds to audible and visual alarms signaling malfunctions or abnormal operation of equipment and facilities.

Assures necessary adjustments and emergency repairs are made and also informs proper authorities relative to the completion of these tasks.
MEMORANDUM OF UNDERSTANDING

RELIEF ENGINEERS

Metropolitan Airports Commission, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

Relief Engineers will be assigned to the first shift or day shift but will be further assigned to any shift to fill vacancies due to sick leave, vacation leave, and emergencies.

Relief Engineers shall be given a one (1) day notice of a shift assignment change due to vacancies as described above. Every effort shall be made to notify the Relief Engineer as early in the day as practicable. All overtime shall be subject to the overtime list.

Relief Engineers shall be assigned to any shift when other shift personnel require training which will only occur on the first shift or day shift.

Relief Engineers shall alternate relief assignments from day shift to other shifts.

For: Metropolitan Airports Commission

[Signature]
James Laurent, Labor Relations Manager

For: International Union of Operating Engineers, Local No. 70, AFL-CIO

[Signature]
David Monsour, Business Manager

[Signature]
Glen Richardson, Union Steward

Date: 12/19/11

Date: 1/19/12

Local 70 MOU2 Relief Engineers 2011
1/11/12
MEMORANDUM OF UNDERSTANDING

VACATION DONATION POLICY

Metropolitan Airports Commission, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

It is mutually agreed by the parties that the language contained in Policy Number 10-03 Vacation Donation, which is a part of the EMPLOYER’s Human Resources Policy and Procedures Guide, and the administrative procedures established by the EMPLOYER for carrying out such policy shall apply to all members of this bargaining unit.

It is also agreed that this policy is for the purpose of administratively assisting employees in donating their vacation time to another employee who meets the stated criteria and, as such, is subject to the procedures established by the EMPLOYER for its administration. The parties agree to meet and confer for the purpose of evaluating and modifying the terms of the Vacation Donation Policy. Such policy is not subject to the grievance procedure contained in the Collective Bargaining Agreement.

For: Metropolitan Airports Commission

James Laurenti, Labor Relations Manager

12/19/11

Date

For: International Union of Operating Engineers, Local No. 70, AFL-CIO

David Monsour, Business Manager

Glen Richardson, Union Steward

1/19/12

Date
AUTHORITY Metropolitan Airports Commission Board of Commissioners

PURPOSE To establish a process for donating accrued vacation hours to another employee whose paid leave has been exhausted and whose family has a medical hardship or catastrophic illness

SCOPE All employees of the Metropolitan Airports Commission

DEFINITIONS

- **Serious medical hardship or catastrophic illness** – A medical condition that: (1) is life-threatening (such as cancer, major surgery, AIDS, a serious accident, or heart attack) or (2) requires inpatient, hospice, or residential health care.

- **Donor** – Full-time regular status employees who have taken at least 80 hours of vacation during the last 12 calendar months and have an accrued vacation balance.

- **Donated Hours** – Must be given in increments of one day (one regularly scheduled work day) or 12 hours for Fire Department employees.

POLICY A “Vacation Donation to Catastrophic Leave Account,” may be created to assist employees who have exhausted their paid leave. To qualify, the employee, spouse, or a child that resides in the employee’s immediate household must have a catastrophic illness, life-threatening injury, or needs inpatient, hospice, or residential health care.

Eligible employees (donors) may donate vacation hours to a Catastrophic Leave Account established for the benefit of another eligible employee (recipient).

A Catastrophic Leave Account will be established if:

- The recipient is a full-time regular status employee, and

- All paid leave (vacation, sick, compensatory time, floating holidays) has been exhausted from the recipient’s account, and

- A serious medical hardship or catastrophic injury has occurred to the recipient, or
The recipient needs to care for a family member (spouse or child) in the same household who has a serious medical hardship or catastrophic illness.

**CRITERIA**

To qualify as a recipient, an employee cannot be: (1) on disciplinary suspension, (2) receiving Social Security benefits, (3) has applied for or is receiving worker’s compensation benefits, or (4) receiving long-term disability benefits.

Donated vacation hours are converted to dollars, based on the donor’s hourly base pay rate. This amount is paid to the recipient as wages and is taxed according to the recipient’s withholding schedule. All payments will be reflected on the recipient’s W-2 form as income.

The recipient may not be paid more than his or her regular gross earnings, excluding overtime, per payroll period from the Catastrophic Leave Account when combined with other wages or available paid leave.

Once the vacation donation authorization is processed, it is irrevocable.

**NOTE:** Upon death of the patient, the balance of the Catastrophic Leave Account is treated as a vacation accrual to the recipient.

**PROCEDURE**

**Employee Relations Technician**

1. Sends potential recipient a notification of possible eligibility for the Vacation Donation Program, together with a Consent to Receive Vacation Donations Form. (see page 4).

**Employee (Recipient)**

2. Completes Consent to Receive Vacation Donations Form.

3. Sends Form Letter (page 3) and Consent Form to the Employee Relations Department.

**Employee (Donor)**

4. Completes Vacation Waiver and Donation Authorization form (see page 5) and sends it to the Employee Relations Department.

**NOTE:** The donor realizes no income and incurs no tax deductible expense or loss. Once processed, the Vacation Donation authorization is irrevocable.

**Employee Relations Technician**

5. Verifies eligibility of recipient and processes the authorization through payroll.
MEMORANDUM OF UNDERSTANDING

DRUG AND ALCOHOL TESTING

Metropolitan Airports Commission, hereinafter referred to as the Employer, and the
International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred
to as the Union, agree to the following:

The EMPLOYER has adopted a Drug and Alcohol Testing Policy consistent with
Minnesota Statutes 181.950, which is a part of the EMPLOYER’S Human
Resources Policy and Procedures Guide and which shall apply to all Bargaining
Unit members. A copy of the policy has been furnished to the UNION and shall
be attached to the AGREEMENT, but shall not become a part of the
AGREEMENT.

The EMPLOYER shall meet and confer with the UNION regarding the adoption
of procedures designed to carry out the drug testing policy.

For: Metropolitan Airports Commission

For: International Union of Operating
Engineers, Local No. 70, AFL-CIO

James Laurent, Labor Relations Manager

David Monsour, Business Manager

Glen Richardson, Union Steward

Date: 12/9/11

Date: 1/19/12

Attachment: Drug and Alcohol Testing – Policy Number 20-02
AUTHORITY Metropolitan Airports Commission Board of Commissioners Minnesota Statutes 43A, 152.01 (Subd. 4), 152.11, 152.12, and 181.950 to 181.957
Minnesota Workers Compensation Act
Minnesota Drug and Alcohol Testing in the Workplace Act
Minnesota Veterans Preference Law

PURPOSE To establish employee and applicant drug and alcohol testing

SCOPE All employees and applicants of the Metropolitan Airports Commission

POLICY The Metropolitan Airports Commission will tolerate no illegal use of drugs or alcohol by employees while on duty for the Commission. All employees and applicants will be subject to drug and alcohol testing. Violation of any rules specified by this policy will be grounds for disciplinary action, up to and including termination of employment.

BACKGROUND The Metropolitan Airports Commission has a long-standing commitment to its employees and to the public to provide a safe work environment. To achieve this goal, the Commission requires the highest standards of safety, health, and professionalism from its employees.

The Commission recognizes the impact that the use of alcohol and/or drugs has on job performance. It is also aware of the potential damage such use can cause to employees and to the safety and security of MAC operations and the general public.

The Commission’s goal is to maintain a work environment that is free from the illegal use or abuse of drugs or alcohol. Each employee bears the responsibility to be accountable so that MAC can achieve this goal.

CRITERIA This policy is intended to comply with Minnesota Statutes 181.950 to 181.957. Nothing in this policy is intended, nor may be construed, as a waiver or limitation of any Commission right, nor as a contract, nor an offer of a contract. It is a statement of general policy.
This policy supersedes and replaces MAC’s prior Drug and Alcohol Testing in the Workplace policy, which has been revoked.

DEFINITIONS

Confirmatory test and confirmatory retest — A drug or alcohol test that uses an approved method of analysis; it is reliable for providing specific data as to the drugs, alcohol, or their metabolites detected in an initial screening test.

Drug — A controlled substance as defined in Minnesota Statute 152.01, Subd. 4.

[NOTE: A copy of the applicable statutes and schedules of the controlled substances may be obtained from the Employee Relations Department.]

Drug and alcohol testing, drug or alcohol testing, and drug or alcohol test — Analysis of a body component sample, including blood, breath, and urine, for the purpose for measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

Employee — All employees of the Metropolitan Airports Commission.

Employer — The Metropolitan Airports Commission, which acts through its Executive Director/Chief Executive Officer and/or designated Department Management.

Initial screening test — A drug or alcohol test that uses a method of analysis capable of providing data as to general classes of drugs, alcohol, or their metabolites.

Positive test result — A finding of the presence of alcohol or drugs or their metabolites in the sample tested in levels at or above the threshold detection levels applicable under, or in accordance with, the Minnesota Drug and Alcohol Testing in the Workplace Act.

[NOTE: A copy of the applicable schedule of the detection levels at which MAC will take action may be obtained from the Employee Relations Department.]

Reasonable suspicion — A basis for forming a belief based on specific facts and rational inferences drawing from those facts.

Under the influence — Having the presence of a drug or alcohol at or above the level of a positive test result.
Valid medical reason (A three-part definition; all three conditions must be present to be valid) -

- A written prescription, or an oral prescription reduced to writing, which satisfies the requisites of Minnesota Statute 152.11, Written or Oral Prescriptions, and names the employee as the person for whose use it is intended;

and,

- The drug was prescribed, administered and dispensed in the course of professional practices by or under the direction and supervision of a licensed doctor, as described in Minnesota Statute 152.12;

and,

- The drug was used in accord with the terms of the prescription.

[NOTE 1. Use of any over-the-counter medication in accordance with the terms of the product’s directions for use also constitute a valid medical reason.]

[NOTE 2. A copy of the applicable statute references may be obtained from the Employee Relations Department.]

COMMISSION RULES

1. No employee may use any drug or alcohol on MAC property while: (1) working for MAC, (2) on MAC business, or (3) operating any MAC vehicle, machinery, or equipment.

2. No employee may, while on MAC property during work time, or while on MAC business, or operating any MAC vehicle, machinery or equipment, be intoxicated or impaired from the use of alcohol or drugs or under the influence.

3. No employee may possess, consume, sell, purchase, trade or otherwise transfer any drug, anytime or anywhere, except for valid medical reason, or authorized action.

4. Violation of any of these rules, or a willful failure to cooperate with the Metropolitan Airports Commission in enforcing these rules, will be grounds for disciplinary action, up to and including termination of employment.
5. Every employee is responsible for: (1) assuring compliance with this policy and these rules and (2) cooperating with any investigation of suspected violation(s) of this policy and these rules.

Every employee and applicant has an affirmative duty to inform the Commission of all information relevant to the reliability of, or explanation for, a positive test result.

6. Every employee, as a condition of continued employment, must cooperate with drug and alcohol testing under this policy. Any refusal to do so may be grounds for disciplinary action, up to and including termination.

DATA PRIVACY

Test result reports and other information acquired in the drug or alcohol testing process are private data on individuals. They will not be disclosed to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

Exceptions to this policy: Evidence of a positive test result on a confirmatory test may be:

- Used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statute 43A, or other applicable state or local law, or judicial proceeding, provided that information is relevant to the hearing proceeding.

- Disclosed to any federal agency or other unit of the United States government as required under federal law, regulation, or order, in accordance with compliance requirements of a federal government contract.

- Disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of an employee.

TEST PROCEDURE

1. All alcohol or drug screen tests for which blood is drawn or urinalysis or breathalyzer sample are taken will be administered by competent persons.

2. Drug testing samples will be freshly voided urine. Each urine sample will be subjected to confirmatory testing if required.
3. Initial alcohol tests may use a breath, urine or blood sample. If breath is used for the alcohol initial test, the confirmatory test will be based on a blood or urine sample that has been collected immediately after the breath test.

4. All drug and alcohol testing analysis will be performed by a laboratory authorized to perform such testing in accordance with the Minnesota Drug and Alcohol Testing in the Workplace Act.

5. Any employee who is covered by this policy, who is using medication that will, after drug screening, test positive, is required to notify Department Management when reporting for duty. The employee will also provide Department Management with a certificate by the prescribing physician that the type and/or dosage of said medication usage should not significantly interfere or affect the employee’s work performance.

6. Prior to requiring a drug or alcohol test, the employee or job applicant will be given a form on which the employee or applicant will acknowledge that he or she has seen the policy. The form will also ask the employee or job applicant to indicate any medication that the individual is currently taking or has recently taken and other information relevant to the reliability of or explanation for a positive test result.

CIRCUMSTANCES FOR DRUG OR ALCOHOL TEST

The Metropolitan Airports Commission, may, at its discretion, require drug and/or alcohol testing under the following circumstances:

Applicant Test—When a person applies to become an employee of the Metropolitan Airports Commission, provided a conditional job offer has been extended.

This same test is required of all applicants conditionally offered employment for a position.

Routine Physical Test – As part of a routine annual physical examination of an employee. At least two weeks’ written notice will be given to the employee that a drug or alcohol test may be requested or required as part of the examination.

Reasonable Suspicion Testing —If there is reasonable suspicion that an employee:

1. Is under the influence of drugs or alcohol;
2. Has violated any of the rules described in this policy.

3. Has sustained personal injury as defined in the Minnesota Worker’s Compensation Act or has caused any person to sustain a personal injury; or

4. Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident that involved property damage of $1,000 or more.

Treatment Program Testing – If an employee has been referred by the Commission for chemical dependency treatment or evaluation, or is participating in a chemical dependency treatment program under the employee benefit plan.

Drug or alcohol testing may be requested or required without prior notice anytime during the evaluation or treatment period, and for a period of up to two years following the completion of any prescribed chemical dependency treatment program.

TEST RESULTS AND CONSEQUENCES OF REFUSING TESTING

<table>
<thead>
<tr>
<th>Applicant Testing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>If an Applicant:</strong></td>
</tr>
<tr>
<td>1. Refuses to submit to a drug or alcohol test:</td>
</tr>
<tr>
<td>2. Tampers with any (the applicant’s or another’s) urine or blood sample:</td>
</tr>
<tr>
<td>3. Has a negative test result on a sample at any step (initial screening, confirmatory test or retest):</td>
</tr>
<tr>
<td>4. Adequately explains a positive test result:</td>
</tr>
</tbody>
</table>
5. Has a positive initial screening test, verified by a confirmatory test:

The applicant may: (1) request a confirmatory retest of the original sample, at the original laboratory, at the applicant’s expense, and/or (2) may submit additional information to MAC to explain the result.

6. Does not request a confirmatory retest, or has a positive retest, or does not submit satisfactory information within seven (7) calendar days after notification of the test result:

MAC will withdraw the job offer and inform the applicant of the reason.

<table>
<thead>
<tr>
<th>If an Employee:</th>
<th>Then:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Testing</td>
<td></td>
</tr>
<tr>
<td>1. Refuses to submit to a lawful drug or alcohol test:</td>
<td>He or she will be subject to discipline, up to and including termination.</td>
</tr>
<tr>
<td>2. Tampers with any (the employee’s or another’s) urine or blood sample:</td>
<td>The employee will be subject to discipline, up to and including termination.</td>
</tr>
<tr>
<td>3. Has a negative test result on a sample at any step (initial screening, confirmatory test or retest):</td>
<td>There will be no adverse employment action taken, based on that sample alone.</td>
</tr>
<tr>
<td>4. Adequately explains a positive test result:</td>
<td>There will be no adverse employment action taken based on that result.</td>
</tr>
<tr>
<td>5. Has a positive confirmatory test:</td>
<td>The employee may: (1) request a confirmatory retest of the original sample, at the employee’s expense, and/or (2) may submit additional information to explain the result.</td>
</tr>
</tbody>
</table>
6. Has a positive test result from a confirmatory retest (which was also positive) and this is the first confirmed positive test result on a test requested by MAC:

The employee will be given an opportunity to participate (at his or her own expense, or pursuant to the employee benefit plan) in a drug or alcohol counseling or rehabilitation program. The choice will be whichever is more appropriate; as determined by MAC after consultation with a chemical use counselor, doctor, or health care professional of MAC's choosing.

6a. Refuses to participate in counseling or a rehabilitation program, or fails to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program:

He or she will be subject to immediate termination.

6b. Participates and successfully completes the counseling or rehabilitation program and does not have another positive test result within two years after completion of the program:

No adverse employment action will be taken.

7. Has tested positive and is waiting the outcome of a confirmatory test or confirmatory retest:

He or she may be temporarily suspended or transferred to another position at the same rate of pay, pending the testing outcome, if MAC believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public.
7a. Tests negative on the confirmatory test or requested confirmatory retest: He or she will be reinstated with back pay.

7b. Tests positive on the confirmatory test or requested confirmatory retest: He or she will be subject to immediate termination.

8. Has a confirmatory retest that confirms the original positive test result (and this was not the first confirmed positive result on a test requested by MAC): He or she will be subject to immediate termination.

[NOTE: Nothing in this policy limits the right of the Commission to discipline or discharge an employee on grounds other than a positive test result in a confirmatory test, including, but not limited to, violations of the drug and alcohol rules in this policy.]

APPEALS PROCEDURE

Employees may use the following appeals procedures concerning disciplinary actions taken, pursuant to this drug and alcohol testing policy:

Active Employees – Employees may contest disciplinary action for just cause, beginning with the formal presentation of the grievance procedure.

An employee who is covered by a collective bargaining agreement may elect to seek relief under the terms of that agreement in lieu of the grievance procedure contained in this policy guide.

Veterans – The discharge of veterans is subject to the requirements of the Minnesota Veterans Preference Law.

Non-veterans on probation – An employee who has not completed the probationary period and who is not a veteran has no right of appeal.

PROCEDURE

Department Management

A. Reasonable Suspicion Testing

1. Determines there is a reasonable suspicion that an employee is under the influence of drugs or alcohol,
in accordance with reasonable suspicion guidelines.

2. Obtains concurrence from another supervisor or employee of the reasonable suspicion.

3. Informs employee to be tested of the intent to test.

4. Presents to the employee a copy of the Metropolitan Airports Commission Drug Testing Policy Consent Form (see page 12), and the Statement of Rights (see page 13).

5. *If the employee refuses to cooperate* – Relieves the employee of his or her of work responsibility and contacts the Employee Relations Manager or Labor Relations Manager of the situation.

6. Signs consent form and returns form to Department Management.

7. Calls specimen collection agency to inform them of the need for a testing action.

8. Transports employee to collection agency where the agency administers the collection and testing process.

9. Arranges transportation for the employee to his or her home.

10. Informs Employee Relations Manager of the testing and discusses reasons for the request.

**B. Post Treatment Program Testing**

1. Contacts Employee Relations Manager to initiate a drug and alcohol test.

2. Arranges specimen collection process with the specimen collection agency.

3. Notifies employee that a drug and alcohol testing process will be administered.

4. Presents the employee with a copy of the Metropolitan Airports Commission policy, Consent Form, and a Statement of Rights form.

5. *If employee refuses to be tested* – Relieves employee of work duty, sends employee home, and contacts the Employee Relations Manager or Labor Relations Manager.

6. Signs Consent form and returns completed form to Department Management.

7. Calls and informs specimen collection agency that an
<table>
<thead>
<tr>
<th>Management</th>
<th>Employee is being sent for testing.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8. Directs employee to go to collection agency where the agency administers the collection and testing process.</td>
</tr>
<tr>
<td>Employee</td>
<td>9. Returns to work duties after testing.</td>
</tr>
</tbody>
</table>
AUTHORITY
Metropolitan Airports Commission Board of Commissioners

PURPOSE
To provide guidance on the regulations and the implementation of the Federal Family and Medical Leave Act (FMLA)

SCOPE
All eligible employees

POLICY
MAC will provide up to 12 weeks (480 hours) of unpaid job-protected leave within a single 12-month period to eligible employees for qualifying family and medical reasons consistent with FMLA.

In addition, an eligible employee is entitled to 26 workweeks of leave to care for a covered service member with a serious injury or illness during a single 12-month period.

Eligibility
The employee must have worked for MAC for at least twelve (12) months, and have worked at least 1,250 hours over the previous 12 months.

Reasons For Taking a Qualifying Leave

1. Birth, Adoption, or Foster Care Placement

Leave must be taken all at one time and may not begin more than six (6) weeks after the birth or adoption, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Leave must conclude within twelve (12) months of the child's birth or placement. The leave may be combined with a leave for health reasons, but is limited to a total of 480 hours in a twelve (12) month period.

2. Serious Health Condition

Leave may be taken for a serious health condition of the employee, the employee's spouse, child or parent. If the employer and employee agree, a reduced or intermittent leave schedule may be taken if medically necessary.
3. Qualifying Exigency

Leave may be taken for any qualifying exigency arising out of the fact that the employee’s spouse, child or parent is a covered service member on active duty (or has been notified of an impending call to order to active duty) in support of a contingency operation.

4. Covered Service Member Care

Leave may be taken to care for a covered service member with a serious injury or illness if the employee is the spouse, child, parent or next of kin of the service member.

a) Under this provision, employees are entitled to 26 weeks of leave during a single 12-month period.

b) The single 12-month period begins on the first day the eligible employee takes FMLA to care for the covered service member and ends 12 months after that date.

c) If the member does not take the full 26 weeks during the single 12-month period, any remaining part of the 26 weeks is forfeited.

d) Leave entitlement is applied on a per covered service member, per injury basis. No more than 26 weeks of leave is available in any single 12-month period regardless of how many times or for how many individual service members such leave may be requested.

e) An eligible employee may combine a total of 26 weeks of leave for any FMLA qualifying reason during the single 12-month period provided that the employee is entitled to no more than 12 weeks of leave for one or more of the following:

i. Birth, Adoption or Foster Care Placement

ii. Serious Health Condition

iii. Qualifying Exigency

When foreseeable, employees must give their department management at least thirty (30) calendar days notification.
Husband and Wife Both Work for MAC

A husband and wife, who are MAC employees and who are eligible for Family and Medical leave, are permitted to take only a combined total of twelve (12) weeks of leave during the calendar year if leave is taken for:

- The birth of the employee’s child and to care for the newborn child;
- Placement of a child with the employee for adoption or foster care or to care for the child after placement;
- To care for the employee’s parent (excluding parent “in-law”) with a serious health condition;
- Qualifying exigency arising out of the fact that the employee’s spouse, child, or parent is a covered service member on active duty (or who has been notified of an impending call to order to active duty) in support of a contingency operation.

When the husband and wife each use a portion of the twelve (12) weeks (480 hours) of FMLA for a reason just specified, both employees are entitled to the difference between the amount they have taken individually, and twelve (12) weeks (480 hours) for a Family and Medical leave due to:

- Care for an immediate family member (spouse, child, parent) with a serious health condition; or
- Personal inability to work because of a serious health condition.

In the circumstance of caring for a covered service member, a husband and wife are entitled to take a combined total of 26 weeks of FMLA qualifying leave during a single 12 month period.

Sick Leave, Vacation, Compensatory Time

An employee may utilize earned compensable time for the qualifying family and medical leave period in accordance with MAC policies.

In order for employees to receive vacation and sick leave accruals as well as compensation for holidays, a minimum of twenty-four (24) hours of compensable time must be used each pay period.

When an employee takes an intermittent leave, MAC may require the employee to work in an alternative position of equal pay and benefits that better accommodate recurring periods of leave. The employee is expected to make
reasonable efforts to schedule treatment in such a way that MAC business is not unduly disrupted.

MAC may request medical certification or recertification on a reasonable basis, to ensure the leave qualifies as FMLA.

**Job Benefits and Protection**

During an FMLA qualifying leave, the employee and dependent health and dental insurance is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.

If compensable time is not used during a FMLA qualifying leave, insurance premiums, must be paid directly to MAC each month for the duration of the leave. Insurance coverage will be cancelled if payment is over thirty (30) calendar days late.

**Workers' Compensation**

FMLA qualifying leave and workers' compensation may run concurrently provided the reason for the absence is due to a qualifying serious illness or injury.

**Return from Leave**

An eligible employee returning from a FMLA qualifying leave is entitled to be returned to the same position and shift that the employee held when the FMLA qualifying leave began, or to an equivalent position and shift with equivalent benefits, pay and other terms and conditions of employment.

Employees are required to notify department management of their intention to return to work. Such notification must be received at least two (2) weeks prior to the scheduled return to work date. Failure to report to work for three (3) consecutively scheduled normal work days after expiration of approved leave is considered a resignation.

**Appeals**

Any complaint alleging a violation of the Family and Medical Leave Act may be filed with the U.S. Department of Labor, Wage & Hour Division. Or, employees may file a private lawsuit in accordance with Section 107 of the Family and Medical Leave Act.

**DEFINITIONS**

*Active Duty*—defined as duty under a call or order to active duty (or notification of an impending call or order) in support of a contingency operation and includes,
1) Retired members of the Regular Armed Forces and members of retired Reserve who retired after completing 20 years of active service;

2) All reserve unit component members in case of war or national emergency;

3) Unassigned members of the Ready Reserve; and

4) The National Guard and state military during war or cases of national emergency as declared by the President or Congress.

**Covered Service Member** – Includes the employee’s spouse, son, daughter (including employee’s biological, adopted or foster child, step child, legal ward or a child for whom the employee stood in loco parentis), or parent (including employee’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis) on active duty or called to active duty service.

*Child* – Any biological, adopted, foster child, stepchild, legal ward, or any person for whom the employee acts as a parent. The child must be under 18 years of age or incapable of caring for him/herself because of mental or physical disability.

*Compensable time* – Earned vacation, sick, compensatory time, or floating holiday.

*Continuing treatment* – Two or more visits to a health care provider, or a single visit that results in a regimen of continuing treatment. (Examples: a course of medication or therapy, or chronic condition such as late-stage cancer.)

*Health care provider* – a) A doctor of medicine or osteopathy authorized to practice medicine, or any other person the Secretary of Labor finds capable of providing health care services.

b) Others capable of providing health care services including only:

- Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State.

- Nurse practitioners, nurse mid-wives, clinical social workers and physician assistants who
are authorized to practice under State law.

- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

- Any health care provider from whom Human Resources will accept the certification of the existence of a serious health condition to substantiate a claim for benefits, including a foreign physician.

*In Loco Parentis* — Persons with day-to-day responsibilities to care for and financially support a child, or in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

*Next of Kin* — the nearest blood relative, other than the covered service member’s spouse, parent, son or daughter, in the following order of priority:

1) Blood relatives who have been granted legal custody of the service member by court decree or statutory provisions;

2) Brothers and sisters;

3) Grandparents;

4) Aunts and uncles;

5) First cousins;

unless the covered service member has specifically designated in writing another blood relative for the purposes of military caregiver leave under the FMLA.

*Parent* — A biological, adoptive, step or foster parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents “in-law”.

*Qualifying Exigency* — Eligible employees may take FMLA leave while the employee’s spouse, son, daughter or parent (the covered service member) is on active duty or called to active duty for one or more of the following qualifying exigencies:

1) Short notice deployment — leave to address issues that arise from the fact that a covered service member is notified of an impending call or order to active duty seven days or less prior to the date of
deployment. Leave under this event can be used for a period of seven calendar days beginning on the date the covered service member is notified of the impending call or order to active duty.

2) Military events and related activities—leave to attend any official ceremony, program or event sponsored by the military that is related to the active duty or call to active duty status of the covered service member or to attend family support or assistance programs and information briefings sponsored or promoted by the military, military service organizations or the American Red Cross that relate to the active duty or call to active duty.

3) Children and school activities—events include:

   a) Leave to arrange for alternative childcare if the call to duty necessitates a change in existing childcare arrangements.

   b) Leave to provide childcare on an urgent immediate basis provided such care arises from the call to active duty.

   c) Leave to enroll in or transfer to a new school or day care facility when necessitated by the active duty status.

   d) Leave to attend meetings with staff at a school or daycare facility, such as meeting with school officials regarding disciplinary measures, parent-teacher conferences, or meeting with school counselors when such meetings are necessary due to circumstances arising from the call to active duty.

4) Financial and Legal Arrangements—events include:

   a) Leave to make or update financial or legal arrangements to address the covered service member’s absence while on active duty or call to active duty such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, obtaining military identification cards or updating a living will or trust.

   b) Leave to act as the covered service member’s representative before a federal, state or local agency for purposes of obtaining, arranging or appealing military services benefits while the
covered service member is on active duty and for a period of 90 days following the termination of the covered service member’s active status.

5) Counseling – leave to attend counseling provided by someone other than a health care provider for oneself, for the covered service member or for a child, provided that the need for counseling arises out of the active duty or call for active duty.

6) Rest and recuperation – leave to spend time with a covered service member who is on short-term, temporary, rest and recuperation leave during a period of deployment. Employees may take up to five days for each instance of rest and recuperation.

7) Post deployment activities – events include:
   a) leave to attend ceremonies, reintegration briefing and events or any other official programming or ceremony sponsored by the military for a period of 90 days following the termination of the covered service member’s active duty status.
   b) leave to address issues that arise from the death of a covered service member while on active duty status such as meeting and recovering of the body and making funeral arrangements.

8) Additional activities – leave to address other events that arise out of the covered service member’s active duty or call to active duty status provided that MAC and employee agree that such leave qualifies and exigency and both agree to the timing and extent of the leave.

*Serious health condition* – A mental or physical condition, injury, or illness, that involves either inpatient care or a program of continuing treatment by a health care provider for conditions such as heart attacks, cancer, back conditions requiring extensive therapy, strokes, pneumonia, ongoing pregnancy, recovery from childbirth, and severe arthritis.

*Spouse* – A husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides.
PROCEDURE

Employee

1. Contacts Human Resources and Supervisor.
2. Completes Family and Medical Leave Request form.
3. Submits request form to Human Resources

Human Resources

4. Meets with employee to review documentation and determines approval of leave.
5. Notifies supervisor and timekeeper.
6. Enters data into Human Resources Information System.

Employee

7. Completes time cards for duration of leave in accordance with direction from Human Resources.

Supervisor

8. Follows up with employee during leave to determine return to work date.

Employee

9. Returns to work with Return to Workability Form and submits to Human Resources.
## Paid Parental Leave

<table>
<thead>
<tr>
<th>Metropolitan Airports Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Resources</td>
</tr>
<tr>
<td>Policies and Procedures</td>
</tr>
<tr>
<td>Status: Active</td>
</tr>
<tr>
<td>Origination Date: June 20, 2016</td>
</tr>
<tr>
<td>Revision Date:</td>
</tr>
<tr>
<td>No. of Pages: 2</td>
</tr>
</tbody>
</table>

### Section 6: Leave of Absence With Pay

| Subject: Paid Parental Leave |

### AUTHORITY

Metropolitan Airports Commission Board of Commissioners

### PURPOSE

To provide eligible employees with a period of paid time off to care for and bond with a newborn or a newly adopted child that is being added to the employee’s home for the first time.

### SCOPE

Paid parental leave is available to non-organized regular-status employees who have been employed with the MAC for six (6) consecutive months.

### POLICY

MAC will provide eligible employees up to six (6) weeks (two hundred forty (240) hours) of paid parental leave for the birth or adoption of the employee’s child. A multiple birth or adoption (e.g., the birth of twins or adoption of siblings) does not increase the six (6) week total amount of paid parental leave granted for that event.

Paid parental leave time is subject to the following requirements:

- **a.** It may only be used after the birth or adoption of a child has occurred.
- **b.** It must be taken within eighteen (18) weeks following the birth or adoption of a child. Any unused paid parental leave at the end of the eighteen (18) week period will be forfeited.
- **c.** Paid parental leave will run concurrently with leave under the FMLA, meaning that it will be considered leave used for FMLA purposes.
- **d.** The combined use of paid parental leave and any other paid or un-paid leave time that is designated as FMLA leave may not exceed 12 weeks during the 18 weeks following the birth or adoption of a child.
c. Paid parental leave may be used by birth mothers in conjunction with any short term disability (STD) benefit as long as the STD benefit when combined with paid parental leave does not exceed 100% of the employee’s wage or salary.

f. It may be used intermittently only upon supervisory approval.

g. If both parents are employees of the MAC, each parent is eligible for two hundred forty (240) hours of paid parental leave.

An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee was on FMLA-qualifying leave.

Paid leave will be based upon the employee’s base rate of pay not to include premiums or overtime. The benefit for part-time employees will be pro-rated based on the number of hours worked during the previous twelve (12) months.

Human Resources may request medical documentation, adoption documentation and/or a birth certificate for each paid parental leave request. A fraudulent request for parental leave is grounds for discipline, up to and including employment termination.

PROCEDURES

Employee

1. Submit Parental Leave Request Form and appropriate medical documentation or adoption documentation to HR at least thirty (30) days prior to the date of the leave.

Human Resources

2. Meet with employee to review leave eligibility, document leave status and notify Payroll as appropriate.