
MINNEAPOLIS PARK & RECREATION BOARD

and

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 49 EQUIPMENT
OPERATORS**

LABOR AGREEMENT

For the Period:

January 1, 2025 through December 31, 2027

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COLLECTIVE BARGAINING AGREEMENT BETWEEN
MINNEAPOLIS PARK AND RECREATION BOARD
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #49 EQUIPMENT OPERATORS
FOR JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

This Agreement is hereby made and entered into by and between the Minneapolis Park & Recreation Board (hereafter "Board") and International Union of Operating Engineers, Local No. 49 Equipment Operators (hereafter referred to as the "Union").

ARTICLE 1 – UNION SECURITY

Section 1.01. Recognition

It is understood and agreed between the parties that The Board (Employer) recognizes the Union as the exclusive representative under Minnesota Statutes Section 179A.03 for all employees in the Mobile Equipment Operators (MEO) classification and Refuse and Recycling Crewleader classification employed by the Minneapolis Park & Recreation Board whose employment exceeds the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week and who work more than sixty-seven (67) days in any calendar year excluding supervisory, confidential, and other individuals in the employer of the Board.

Section 1.02. Union Dues

Subd. 1. Union Dues Payroll Deduction

The Employer agrees to deduct regular monthly Union dues in an amount designated by the Union from the pay of bargaining unit employees who authorize such a deduction in writing, and the Employer shall remit such dues directly to the Union as provided in this Article. In addition to the regular monthly Union dues, the Employer agrees to deduct a working dues assessment in the amount of \$.15 per hour of the employee's regular hourly wage for all hours paid starting June 1, 2025 (2080 hours max per year, \$312). In addition to the regular monthly Union dues, the Employer agrees to deduct a working dues assessment in the amount of \$.16 per hour of the employee's regular hourly wage for all hours paid in 2026 (2080 hours max per year, \$332.80). In addition to the regular monthly Union dues, the Employer agrees to deduct a working dues assessment in the amount of \$.17 per hour of the employee's regular hourly wage for all hours paid in 2027 (2080 hours max per year, \$353.60).

The Employer agrees to rely on a certification from the Union identifying employees who have authorized the Employer to deduct such Union dues from their wages. Such authorization will be effective until the Union notifies the Employer that an employee has changed or cancelled the employee's authorization in writing in accordance with the terms of the original authorization.

All dues money collected by the Employer through such deduction shall be remitted to the Union along with a reporting form which states the employee's name, last four digits of social security number, hours worked, and amount of working dues deducted, to the Union's office located at 2829 Anthony Lane South,

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Minneapolis, MN 55418 not later than the 15th day of the month following the month in which deductions were made.

Section 1.03 Union Leave

Leaves of absence without pay to serve in an elective or appointive position in the Union shall be granted pursuant to applicable Minnesota statutes. Upon return to active employment, such employees shall be credited for time served on Union leave for the purpose of determining the amount of vacation to which they are entitled each year thereafter and for the further purpose of calculating longevity pay.

Section 1.04 Union Stewards

The Board agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:

- 1) There will be no more than three stewards designated at any one time.
- 2) The Union shall promptly notify the Board in writing of the names of the stewards or the successors of former stewards. The Union shall also certify to the Board the names of its business representatives.
- 3) Stewards may, with the approval of their supervisors, interrupt their work and leave workstations for the purpose of presenting a grievance to the Board on behalf of an employee they represent as steward.

ARTICLE 2 – MANAGEMENT RIGHTS

The Board retains the full and unrestricted right to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE 3 – CIVIL SERVICE RULES

The Board and the Union agree that they will actively abide by, for the term of this Agreement, the existing Rules of the Minneapolis Civil Service Commission relating to the subjects of appointment, classification, disability leave, discipline, discharge, funeral leave, jury duty, layoff, probationary period, promotion, resignations, seniority, sick leave, holiday leave and vacation. The Board and the Union will meet and confer about proposed changes to the Civil Service rules that may be considered during the term of this Agreement and will provide the results of those discussions to the Civil Service Commission for its consideration.

ARTICLE 4 – GRIEVANCE PROCEDURE

Section 4.01 Definition

This grievance procedure is established to resolve any specific dispute between an employee and the Board concerning, and limited to, the interpretation or application of the provisions of this Agreement.

Section 4.02 Representation by Union Representative

An employee presenting a grievance may elect to be represented by a Union representative of the employee's choice at any step of this procedure.

Section 4.03 Steps in Grievance Procedure

A grievance shall be resolved in the following manner:

Step 1: An employee claiming a specific disagreement concerning the interpretation or application of the provisions of this Agreement shall, within twenty (20) business days of its first occurrence or within ten (10) business days of the time the employee reasonably should have knowledge of the occurrence, whichever is later, discuss the complaint orally with the employee's immediate Foreman or Manager. The Foreman or Manager shall attempt to adjust the complaint at that time.

Step 2: If a complaint is not resolved in Step 1, and the employee wishes to file a grievance, the Union shall, within seven (7) business days of the oral discussion with the immediate Foreman or Manager, serve a written copy of the grievance on the Foreman or Manager and the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the specific provisions of the Agreement allegedly violated, and the relief requested. The Foreman or Manager shall respond in writing to the employee, and to the Union, within seven (7) business days after receipt of the grievance.

Step 3: If a grievance is not resolved in Step 2 and the Union wishes to continue the grievance, the Union shall, within seven (7) business days after receipt of the Foreman or Manager's answer, present the written grievance and reply to the Assistant Superintendent or this person's designee. The Assistant Superintendent shall give the Union and the employee the Board's written answer within seven (7) business days after receipt of the grievance.

Step 4: If the grievance is not resolved in Step 3 and the Union wishes to continue the grievance, the Union shall, within seven (7) business days after receipt of the Assistant Superintendent present the written grievance and replies to the Board's Superintendent or this person's designee who shall consider the grievance and shall give the Union the Board's written answer fourteen (14) business days after receipt of the grievance.

Step 5: If a grievance is not resolved in Step 4 and the Union wishes to continue the grievance, the Union may, within seven (7) business days after receipt of the answer of the Superintendent or this person's designee, refer the written grievance and replies to arbitration. The parties shall attempt to agree upon an arbitrator within seven (7) business days after receipt of notice of referral; and in the event the parties are unable to agree upon an arbitrator within said seven (7) business day period, either party may request the Bureau of Mediation Services to submit a panel of seven (7) arbitrators. Both the Board and the Union shall have the right to alternately strike two (2) names from the panel. In the event the parties cannot agree on the party striking the first name, the

decision will be decided by a flip of a coin. The remaining person shall be the arbitrator. The arbitrator shall be notified by a joint letter from the Board and the Union requesting that the arbitrator set a time and a place, subject to the availability of the Board and Union representatives.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provision of the Agreement. The Arbitrator shall be limited to only the specific written grievance submitted by the Board and the Union, and shall have no authority to make a decision on any issue not so submitted. The arbitrator shall submit a decision in writing within ten (10) days following the close of the hearing or the submission of briefs by the parties, whichever is the later, unless the parties agree to an extension thereof. The decision shall be based solely up to the arbitrator's interpretation of the meaning or application of the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

The fee and expenses of the arbitrator shall be divided equally between the Board and the Union; provided, however, that each party shall be responsible for compensating its own representative and witnesses.

Section 4.04 Exclusive Method of Resolving Grievances

The Board and the Union agree that the grievance and arbitration procedures contained in this Agreement are the sole and exclusive means of resolving all grievances arising under this Agreement. At any stage of the proceeding, however, representatives of the Board and Union may meet and resolve the dispute without further formal action.

Section 4.05 Extension of Time Limits

The time limits established in this Article may be extended by mutual written consent of the Board, and the Union.

Section 4.06 Missing Time Limits

If the grievance is not timely pursued within the prescribed time limits, said grievance shall be considered resolved on the basis of the last answer provided, and there shall be no further appeal or review. Should the Board not respond within the prescribed time limits, the grievance will proceed to the next step.

Section 4.07 Election of Remedies

When an employee has elected to pursue a remedy by state statute or Minneapolis City Charter for alleged conduct which may also be a violation of this Agreement, the employee shall not have simultaneous nor subsequent resort to this grievance procedure and the grievance then or thereafter processed shall be forever waived. The filing of a grievance based on the same issue or subject matter shall act as a bar for any action based on the same grievance brought in any court or administrative body pursuant to federal or state law, or Minneapolis City Charter provision. However, the filing of a grievance under this labor agreement does not prevent an employee from pursuing both the grievance and a charge of discrimination

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brought under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

ARTICLE 5 – WAGES AND PAYROLL

Section 5.01. Salary Rates and Progression

Salary rates shall be as listed in Appendix A. Payroll periods shall be biweekly.

Section 5.02. Salary Progression

Subd. 1 IUOE Local #49

New employees hired prior to July 1, 2019 into the classes represented by Local #49 shall be paid at the Probation Rate until they have successfully completed their INITIAL probationary period of 6 months of work. After completing probation, employees will be required to complete 6 months in the next step (Step 2) before advancing to Step 3. Employees must complete 12 MONTHS of satisfactory work in each of the next steps before advancing to the next step. Such step increases may be withheld or delayed in cases where the employee's job performance has been of a less than satisfactory level.

New employees hired after July 1, 2019 into the classes represented by Local #49 shall be paid at the Probation Rate until they have successfully completed their INITIAL probationary period of 12 months of work. After completing probation, employees must complete 12 MONTHS of satisfactory work in each of the next steps before advancing to the next step. Such step increases may be withheld or delayed in cases where the employee's job performance has been of a less than satisfactory level.

Subd. 2 Advancement

Salary of an employee who advances from one grade to another either permanently or on detail shall be at the next salary increment in the new grade which gives the employee at least a 4% increase. The only exception is when the advancement is to the top increment of the new range.

Subd. 4 Longevity

Longevity Pay shall be as specified in Appendix A.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

Section 6.01. Hours of Work

Hours of service will be scheduled by the Employer with due regard to seniority and in accordance with the funds and work available, it being understood that this Agreement establishes an annual hours employment plan so that as many employees as possible shall be employed for a full year's work, and that changes to the plan will not change the administration of the plan.

Section 6.02. Regular Work Day

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The regular workday for employees shall be eight (8) hours and shall be determined from midnight of one day until midnight of the next day.

Section 6.03. Work Week

The normal day shall be eight (8) hours of work and the normal work week, regardless of shift arrangements, for employees shall be forty (40) hours, consisting of five consecutive work days followed by two (2) days off. Scheduled work to be performed on the sixth and seventh days of a work week, usually weekend days, shall be first offered in accordance with seniority and thereafter be assigned in accordance with reverse seniority and performed only when necessary as determined by the Board. The Employer will give seventy-two (72) hours advance notice to the employees affected by the establishment of workdays different from the employee's normal eight (8) hour workday. In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal workday be scheduled to work more than eight (8) hours, however, each employee has an obligation to work overtime or call backs if requested. Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

Section 6.04. Work Breaks

All employees will be allowed two (2) work-relief periods per day not to exceed fifteen (15) minutes in mid-morning, and fifteen (15) minutes in mid-afternoon as scheduled by the supervisor during each full day worked, such relief to normally be taken on the job site. Lunch is a thirty (30) minute unpaid break. When no work stoppage is scheduled for lunch, no time deduction shall be made for a lunch period.

Section 6.05. Overtime

Overtime will be offered first by service area seniority and second by master seniority. The Employer will designate who is responsible for making the appropriate call. The Refuse and Recycling Crew leader is eligible to receive overtime as described within the job description and at the direction of the Park Operations Manager.

For weekend scheduled overtime, the deadline to sign up for weekend overtime will be Friday of each week at 9:00a.m. Authorized hours actually worked after eight (8) in any workday, or any holiday, or after forty (40) hours in any work week will be considered overtime hours and shall be compensated at the rate of one and one-half (1½) times the employee's straight time rate of pay; provided that, during duly declared emergencies by the Board, employees will be compensated at the rate of one and one-half (1½) times the employee's rate of pay for all hours worked in excess of forty (40) hours in work week and the overtime after eight (8) hours provision above shall not apply.

In calculating overtime hours, the following shall be included in the work week: hours actually worked, vacation, sick leave, holidays, show-up and call-in times. To receive credit for overtime hours, the employee must actually work the hours credited or shall be ready for work. For the purpose of computing

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overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

Any sixth (6th) consecutive work day will be paid at one and one-half (1½) times the employee's regular hourly rate of pay regardless of pay period and any seventh (7th) consecutive work day will be paid at two (2) times the employee's regular hourly rate of pay regardless of pay period.

Section 6.06 Show-Up Time and Notice of Work Change

No employee shall be deemed to have refused a job offer if the work is to commence within six (6) hours after the employee worked a full shift, provided this shall not apply in an emergency, where all available drivers have been assigned.

Employees not otherwise notified who report for work shall receive two (2) hours' pay. To qualify for such show-up time pay, the employee is obligated to remain on the job site until such time as released by the Foreman or Operations Manager and to work during this time if called upon to do so by the Foreman or Operations Manager. If required to work into the third hour or any succeeding hour, the employee shall receive pay for the full hour. If required to work consecutively through the sixth hour, and not into the seventh or eighth hour, the employee shall receive pay for eight (8) hours.

An employee will receive at least seventy-two (72) hours notice when the employee is not to work on any particular day and will give sixty (60) hours notice when the employee desires to take credited time off, except in the case of an emergency or act of God, or when mutually agreed to between the employee and the Board. In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal workday be scheduled to work more than eight (8) hours, however, each employee has an obligation to work overtime or call backs if requested.

6.07 Call Back

An employee called in for work at a time other than his/her normal scheduled shift will be compensated at a minimum of three (3) hours pay at one and one-half (1½) of the employee's base pay rate. An extension of or early report to an assigned shift is not a call back.

6.08 On Call

The term "on call" is limited to a status in which an employee, though off duty, is required by the Employer to be accessible and fully prepared to report for duty on short notice. Whenever practical, the employee will receive clear and written advance notice that will specify the date and hours that he/she is to be "on call." The scheduling of employees for "on call" duty should be reasonable, thus respecting the employee's personal life. The Employer shall establish by work rule the expectations associated with the "on call status."

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Effective January 1, 2019, a Mobile Equipment Operator when in "on call" status shall receive three (3) hours straight time cash payment for each calendar day "on call." Effective January 1, 2025, any Mobile Equipment Operator, when in on-call status on Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall receive one (1) additional hour for a total of four (4) hour straight time cash payment. Any employee who is in on call status and who is notified to report for work must report for work to the appropriate supervisor immediately upon being so notified. Any employee who is unable to report for whatever reason or fails to notify their supervisor with an update for an estimated time of arrival within sixty (60) minutes may lose on call compensation for the total off-duty period.

If the on-call employee responds to perform work, they shall be compensated as defined in Section 6.07 – Call Back. The employee will be compensated at one and one-half (1 ½) times their base wages for all hours over the three (3) hour call back.

Section 6.09 Split Shifts

There will be no regularly scheduled split shifts.

ARTICLE 7 – ANNUAL HOURS PLAN

Section 7.01: Establishment of an Accumulated Hours of Service Plan This Agreement established an accumulated hours of service account. Hours will be credited to that account as shown hereafter.

Section 7.02 Account Accumulation Employees can request overtime earned be divided between cash and comp time until comp reaches one hundred (100) hours in comp bank. Comp time can be cashed out on a quarterly basis up to 40 hours. Up to 40 hours of comp time can carry over into the following calendar year. All overtime hours worked shall be compensated for in cash per Section 6.05 of this agreement, unless the employee requests the overtime hours be credited to their individual Accumulated Hours Account. The maximum number of hours and employee can accumulate in their account is one hundred (100) hours.

Section 7.03 Account Reduction. No reduction of hours below eighty (80) shall be made without the employee's consent.

ARTICLE 8 – VACATION

Vacation shall be granted in accordance with the Rules of the Minneapolis Civil Service Commission.

Section 8.01 – Scheduling Vacations

Vacations are to be scheduled in advance and taken at such reasonable times as approved by the Employer with particular regard to the needs of the Employer, seniority of the employee, and, insofar as practicable, with regard to the wishes of the employee.

Section 8.02 Vacation Accrual Rates

Eligible employees shall earn vacation with pay in accordance with the following schedule:

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<u>Employee's Credited Continuous Service</u>	<u>Vacation Hours Earned Per Year</u>
One through Four Years	96 Hours
Five through Seven Years	120 Hours
Eight through Nine Years	128 Hours
Ten through Fifteen Years	144 Hours
Sixteen through Seventeen Years	168 Hours
Eighteen through Twenty Years	176 Hours
Twenty-One Years And Above	208 Hours

Section 8.03 Maximum Vacation Accrual

Effective January 1, 2005, vacation benefits may accumulate up to and including 400 hours (50 days). Accrued benefits in excess of 400 hours (50 days) shall not be recorded and shall be considered lost.

ARTICLE 9 – HOLIDAYS

Section 9.01 Holidays Defined

All employees shall have the following paid holidays each year and any additional holidays that may be granted by the State Legislature:

New Year's Day, January 1
Martin Luther King Jr. Day, the third Monday in January
Presidents' Day, the third Monday in February
Memorial Day, the last Monday in May
Juneteenth, June 19
Independence Day, July 4
Labor Day, the first Monday in September
Indigenous People's Day, the second Monday in October
Veteran's Day, November 11
Thanksgiving Day, the fourth Thursday in November
The Friday after Thanksgiving Day
Christmas Day, December 25

Section 9.02 Holidays Falling on Weekend

When a holiday (from Section 9.01), falls on Sunday, the following day shall be an observed holiday; and when a holiday (from Section 9.01), falls on Saturday, the preceding day shall be an observed holiday. If the holiday falls on the employee's normal scheduled work day, the employee will have that day off as their holiday.

Section 9.03 Eligibility for Holidays

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No employee shall be entitled to any paid holiday unless the employee has worked at least two (2) hours on the last working day immediately before and the next working day immediately after such holiday, or is on regular vacation or sick leave properly granted.

Section 9.04 Work on a Holiday

If a holiday is worked by an employee, that employee shall receive premium overtime compensation for the hours actually worked in addition to holiday pay.

Section 9.05 Floating Holiday

Beginning on January 1, 2023, and continuing thereafter, each employee shall be credited with a holiday time bank consisting of eight (8) hours for a full-time employee. Requests for floating holiday time off shall be considered by supervisors on the same basis as vacation requests. Floating holiday time does not carry over from year to year and therefore the holiday time bank will revert to zero as of 11:59 PM on the last day of the payroll year. Unused floating holiday time off at the time of an employee's separation from service shall be forfeited and therefore no compensation shall be payable for such time.

ARTICLE 10 – SICK LEAVE AND BEREAVEMENT LEAVE

The Employer and Union agree that Sick Leave shall comply with the Minnesota Earned Safe and Sick Time Law, Minn. Stat. §§ 181.9445 – 181.9448.

Section 10.01 Payment of Accrued Sick Leave Upon Retirement

Subd. 1 Calculation of Retirement Payment

Employees who retire with a balance of at least sixty (60) days of accrued sick leave and who have at least twenty (20) years of service or who are required to retire early because of disability shall be paid an amount equal to one-half (1/2) of all accrued sick leave at the rate of pay in effect at the time of retirement.

Section 10.03 Payment Method

Members of the Union shall have one hundred percent (100%) of the payment of accrued sick leave upon retirement deposited into a post-retirement health savings account maintained by MSRS for the benefit of each member employee pursuant to the personnel policies adopted by the Employer in lieu of cash payment of such amount.

Section 10.03 Bereavement Leave

A leave of absence of five (5) working days with pay shall be granted at the time of death of an employee's parents, stepparents, spouse, registered domestic partner within the meaning of Minneapolis Code of Ordinances Chapter 142, child, stepchild, adopted child, foster child, adult child, son-in-law, daughter-in-law, sibling, stepbrother, stepsister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent,

grandchild, guardian, ward, or member of employee's household not referenced in this Article. Bereavement Leave must be used within five (5) working days from the time of death or funeral, unless an extension is required for individually demonstrated circumstances. For the purposes of this Article, the terms father-in-law and mother-in-law shall be construed to include the father and mother of an employee's domestic partner. Additional time off without pay or vacation or compensatory time, if available and requested in advance, shall be granted as may reasonably be required under individually demonstrated circumstances.

ARTICLE 11 – GROUP INSURANCE

Section 11.01 Insurance Coverage

With regard to insurance coverage for the current year and thereafter, the Minneapolis Board of Business Agents shall be entitled to select up to five (5) representatives to participate with the Employer in negotiating with Health, Dental, Group Life Insurance, and Long Term Disability Providers regarding the terms, and conditions of coverage that are consistent with the benefits covered under the collective bargaining agreements between the Employer and the certified exclusive representatives of its employees. The representatives shall have no authority to veto any decision made by the Employer. However, in no instance of this shall this be interpreted as the bargaining unit giving up their rights under MN Stat.471.6161 subd. 5.

All new permanent full-time employees will be eligible for health, dental and life insurance benefits on the first day of the month following the date of employment. Employees will also be eligible to enroll at the same time in any plan which the Board may maintain such as the MinneFlex Plan, which is a plan qualified under Internal Revenue Code Section 125 to provide special tax advantages to employees.

Section 11.02 Health Insurance Premiums

Subd. 1 Employer Contribution to the Voluntary Employee Benefit Account (VEBA)

The Employer VEBA contribution for each employee enrolled in group health insurance shall be in accordance with Health Care Letter of Agreement (Appendix B).

Subd. 2 Employer Premium Contribution (2010 And Beyond)

The Board contribution toward health insurance shall be determined by an Annual Letter of Agreement (LOA) between the Union and the Board. Benefits shall be determined by the City of Minneapolis Labor Management Committee which the Minneapolis Park & Recreation Board is a participant.

Section 11.03 Dental Insurance

The Employer will continue to pay full premium cost for dental insurance during the term of the agreement and a task force will be established to determine if improvements can be made to the dental plan. .

Section 11.04 Life Insurance

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Each employee who has qualified for enrollment in the City of Minneapolis group term life insurance and provided with \$50,000 coverage at no cost to the employee as presently arranged.

Section 11.05 Long Term Disability

Each permanent full-time employee shall be enrolled in the Employer's long-term disability insurance policy, such coverage to commence on the first day of the month following the date of employment.

Section 11.06 Health Care Savings Plan

If new options are made available to Local 49 members, that have been jointly agreed to by the City of Minneapolis, the Minneapolis Park and Recreation Board, and the Health Benefits Committee that will be implemented by the City of Minneapolis Benefits office and is related to how eligible members can invest the Health Care Savings Plan benefits, and the new options do not cost the MPRB any additional money, the MPRB will participate and take the actions necessary to implement the new options.

The Minneapolis Park and Recreation Board Secretary to the Board of Commissioners shall have the authority to execute the paperwork necessary.

ARTICLE 12 – LAYOFF, RE-EMPLOYMENT, REINSTATEMENT AND RESTORATION

The MPRB and Unions agree to abide by the current Minneapolis Civil Service Rules relating to Layoff, Re-employment, Reinstatement and Restoration:

Civil Service Rule 12
Layoff, Re-employment, Reinstatement and Restoration

12.01 Purpose

The purpose of Rule 12 is to establish layoff policies and employee rights and privileges upon re-employment. Re-employment may include call back from layoff or reinstatement/restoration to a list of eligible candidates. An affected person is considered laid off even if that person works in another position or is no longer working in any position.

12.02 Layoff and Bumping

Whenever any permanent position is to be abolished or it becomes necessary because of lack of funds, lack of work, or reorganization to reduce the number of employees in the classified service in any department, the department head shall report such pending layoffs to the Human Resources Department. The department will make proper notification to the employees involved.

A. General Order of Layoff

Layoffs shall be made in the following order:

1. Persons who have no Civil Service standing.
2. Persons who have been appointed to temporary positions.

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3. Persons appointed to permanent positions.

B. Layoff Based on Seniority

The Employee first laid off shall be the employee in a department who was the last one certified to the class in which reductions are to be made. For the purposes of layoff, and demotion due to layoff, there are two departments in the City:

1. General City
2. Park Board

C. Layoff Resulting from Abolishment of Position

Employees who are laid off due to abolishment of position will be placed on the layoff list for their classification. Employees who have at least two years of city seniority will have the right to bump an employee of lesser seniority who was last certified to a lower classification previously held by the laid off employee, provided the laid off employee meets the current minimum qualifications, is qualified to perform the work and satisfactorily completed probation of such lower classification.

D. Layoff for Medical Reasons and re-employment

When an employee, because of illness or medical condition, cannot perform the duties of their job, the department may, upon appropriate medical verification, layoff the employee. An employee who has been laid off for medical reasons may be re-employed in a vacant position in the same class within three years of the layoff provided the employee meets current minimum qualifications and including any physical or licensing requirements and is medically released to work. The department may require a satisfactory medical report from the city's health services provider before re-employment. Failure to receive an appointment within the three years will result in the removal of the employee's name from the layoff list. The eligibility of an employee on the layoff list shall be extended for the period of military service upon notice by the employee on the layoff list shall be extended for the period of military service upon notice by the employee to the Human Resources Department of such military service.

E. Refuse and Recycling Crewleader

In the event the Refuse and Recycling Crewleader returns to a vacant position in the job classification of Equipment Operator with no break in Park Board employment, they will return to their original Equipment Operator seniority. The Board will include the Refuse and Recycling Crewleader in Equipment Operator seniority list indicating a placeholder of where the individual would fall in seniority should that individual be returned to Equipment Operator.

12.03 Exceptions to Layoff Procedures

The following exceptions to the layoff procedures may be observed when applicable:

A. Whenever a department and the employees (via their union, if represented) affected agree upon a basis for layoff and re-employment in a certain position or group of positions; and if this agreement is

MPRB and Local #49 Equipment Operators
January 1, 2025 through December 31, 2027

approved by the Human Resources Department, then employees will be laid off and re-employed upon that basis.

- B. Regardless of the official priority of layoff, an employee may be retained on an emergency basis for up to fourteen days longer to finish an assignment.

12.04 Re-Employment of Laid Off Employees

Any employee in the classified service who has been laid off may be re-employed without examination in a vacant position of the same class within three years of the layoff. An employee recalled from layoff who declines an appointment, no longer meets the current qualifications for the job including any physical or licensing requirements or is unable to perform the essential functions of the job will be removed from the layoff list unless a waiver for satisfactory reason is approved by the Human Resources Department. Failure to receive an appointment within the three years will result in the removal of the employee's name from the layoff list. The eligibility of employees on the layoff list shall be extended for the period of military service upon due notice by the employee to the Human Resource Department of such military service.

12.05 Reinstatement of Employees Who Resigned from The Classified Service

Former City employees may be reinstated to the top of an open list of eligible candidates for the class they last held providing the conditions listed below are met. However, if no vacancies exist in the class they last held reinstatement may also be to the open list of a lower level position for which the employee meets the current minimum qualifications and is qualified to perform the work. Conditions for reinstatement are met if:

- A. They successfully completed a probationary period in that class;
- B. They resigned in good standing;
- C. They requested reinstatement within two years of the resignation;
- D. They completed a satisfactory medical examination if the Human Resources Department determines that such an exam is necessary; and,
- E. They did not resign in lieu of discharge.

12.06 Rights of Reinstated Employees

A reinstated employee will, upon appointment, begin to accrue seniority rights, vacation eligibility, sick leave, and other Civil Service rights and benefits the same as any other new employee. Except for a special provision relating to credit for vacation increments (See Rule 15), service prior to resignation will not be credited to a reinstated employee for purposes such as: fulfilling in-service time requirements for competing in promotional examinations, computing seniority in promotional exams, determining order of layoffs, etc.

12.07 Restoration to Open List of Eligible Candidates

A person who meets one of the following conditions may be restored to the bottom of an open list of eligible candidates, one time only, at the discretion of the Human Resources Department under the following circumstances:

- A. Was removed from a list of eligible candidates;
- B. Resigned in good standing during probation and not in lieu of termination; or
- C. Previously held the job title within the prior two years.

ARTICLE 13 – WORK RULES

Reasonable work rules will be formulated and posted.

ARTICLE 14 – EMPLOYEE DISCIPLINE

Disciplinary actions may be imposed upon an employee who has satisfactorily completed the initial probationary period only for just cause.

ARTICLE 15 – LABOR RELATIONS

In order to improve and maintain positive labor relations, Board representatives and employee representatives shall meet quarterly to discuss subjects of mutual interest.

ARTICLE 16 – PRO-RATA BENEFITS

Benefits of this Agreement will be allowed on a pro-rata basis for all permanent employees, as defined in the Minneapolis Civil Service Rules who regularly work less than forty (40) hours per week.

ARTICLE 17 – UNDERSTANDINGS: IUOE LOCAL 49 EQUIPMENT OPERATORS

1. Qualified MEO's will be used on all equipment requiring a Commercial Driver's License (CDL) and other specialized equipment as determined by the Employer.
2. The Employer will designate who is responsible for determining if a MEO is qualified to operate a particular piece of equipment.
3. All active MEO's will be allowed to bid to Department and Service Area but not to specific equipment. Newly hired MEO's will not be eligible to bid until the first bid cycle after they have successfully completed their 12-month probationary period.
4. The Employer's designated person may reassign MEO's if necessary due to unforeseen need.
5. Assignments within the Department/Service Area will be based upon a MEO's qualifications and seniority.
6. MEO's bid to Department/Service Area will be subject to supervision by the Department/Service Area Foreman or Park Operations Manager designated as the supervisor by the Employer. Seniority will be by Service Area.
7. Bi-annual reviews of the bid process will take place.

MPRB and Local #49 Equipment Operators
January 1, 2025 through December 31, 2027

8. Twice per year the Employer will post bid vacancies that have resulted from retirement, termination, or long term absence from work due to illness. The vacancy will be open to all MEO's within the effected department and will be awarded based upon qualifications and seniority. Should a vacancy not be filled within the Department, the vacancy will be offered to all active MEO's.
9. If at all possible, the Foreman or Park Operations Manager will notify the affected MEO by the end of the shift if there will be no traditional work available for the MEO in the bid position the following day due to weather, equipment failures, staffing problems, etc. If no traditional work is available during the daily work assignment, the MEO may request compensatory or vacation time to cover the remainder of the day, subject to the approval of the supervisor.
10. Any time a vacancy occurs due to termination, retirement, illness, injury, vacation, leave of absence or for any other reason for a period of more than one month, it will be offered by seniority to other MEO's in the district first; then it will be offered Park Board wide.
11. Equipment in the Service Areas shall be assigned by senior most qualified as determined by Management.
12. HR reserves right to intervene in an individual's bid where safety of an individual(s) or efficiency of operations is at risk. An employee may choose to invite a Union Representative to attend any meeting with HR prior to such intervention.

ARTICLE 18 – SAFETY

Section 18.01 Drug and Alcohol Testing

Employees may be tested for drugs and/or alcohol pursuant to the provisions of the Employer's DOT Drug and Alcohol Testing Policy.

ARTICLE 19 – TRAINING

With proper training and travel authorization completed and approved, an employee may use scheduled work hours to complete required training or training relative to their job title.

ARTICLE 20 – UNIFORMS

The MPRB will provide every employee with five (5) high visibility t-shirts, three (3) high visibility long sleeved shirts, and two (2) sweatshirts each calendar year. The Employer will determine vendor(s) and style(s). Employees are required to wear provided uniforms.

MPRB and Local #49 Equipment Operators
January 1, 2025 through December 31, 2027

ARTICLE 21 - DURATION

This Agreement will be effective for the period of January 1, 2025 through December 31, 2027 and is executed and signed by the parties hereto through their lawfully designated officers pursuant to the authority of the Board and pursuant to the authorization of the members and officers of Local 49.

MINNEAPOLIS PARK AND RECREATION

Cathy Abene 6/18/2025
Cathy Abene Date
President

Jennifer Ringold 6/18/2025
Jennifer Ringold Date
Secretary

IUOE LOCAL NO. 49 EQUIPMENT OPERATORS

Jonathan Turner 5-30-2025
Jonathan Turner Date
Business Agent

Ryan Davies
Ryan Davies Date
Business Manager

Mike Huff 6-6-2025
Steward Date

GP Vicari 6-6-2025
Steward Date

Jason Hertel 6-6-2025
Steward Date

**APPENDIX A –
 IUOE LOCAL 49 EQUIPMENT OPERATORS WAGE TABLE**

2025 - 4.5%, market adjustments						
Job Code	MPRB Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
07140P	Mobile Equipment Operator *	\$27.777757	\$30.049699	\$31.830409	\$33.954982	\$37.381314
07140P	Mobile Equipment Operator (hired after July 1, 2019)*	\$30.049699	\$31.830409	\$33.954982	\$37.381314	
08837P	Refuse & Recycling Crewleader	\$37.081267	\$38.558220	\$40.094252	\$41.698022	
09077P	Seasonal Equipment Operator*	\$30.049699	\$31.830409	\$33.954982	\$37.381314	
* Effective January 1, 2025 Step 1 was eliminated, and a \$0.75 Market Adjustment was applied after the annual increase						

2026 - 3%, market adjustments						
Job Code	MPRB Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
07140P	Mobile Equipment Operator *	\$29.611089	\$31.951189	\$33.785321	\$35.973631	\$39.502753
07140P	Mobile Equipment Operator (hired after July 1, 2019)*	\$31.951189	\$33.785321	\$35.973631	\$39.502753	
08837P	Refuse & Recycling Crewleader	\$38.193705	\$39.714966	\$41.297079	\$42.948962	
09077P	Seasonal Equipment Operator*	\$31.951189	\$33.785321	\$35.973631	\$39.502753	
* Effective January 1, 2026 a \$1.00 Market Adjustment was applied after the annual increase						

2027 - 2.5%						
Job Code	MPRB Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
07140P	Mobile Equipment Operator	\$30.351367	\$32.749969	\$34.629954	\$36.872972	\$40.490322
07140P	Mobile Equipment Operator (hired after July 1, 2019)	\$32.749969	\$34.629954	\$36.872972	\$40.490322	
08837P	Refuse & Recycling Crewleader	\$39.148548	\$40.707841	\$42.329506	\$44.022687	
09077P	Seasonal Equipment Operator	\$32.749969	\$34.629954	\$36.872972	\$40.490322	

Other Provisions

- Longevity Pay:** Effective January 1, 1999, employees in this subdivision shall receive \$.15 per hour additional beginning the 10th year of service (10-14 years). Employees hired into this classification after January 1, 2001 are not eligible for longevity until the start of their 15th year of service. Employees hired after June 1, 2016 are not eligible to receive longevity pay.
 - \$.26 per hour additional beginning the 15th year of service (15-19 years)
 - \$.32 per hour additional beginning the 20th year of service (20-24 years)
 - \$.73 per hour additional beginning the 25th year of service (25th year & above)
- Shift Differential:** Effective January 1, 2025 employees in this classification shall receive an additional \$1.75 per hour for regular work shift which starts between the hours of 4:30 PM and 4:30 AM.
- Shoe Allowance:** Effective-January 1, 2019, the amount added to all steps of the salary schedule increased from \$.05 per hour to \$.18 per hour to replace the reimbursement for the safety feature of personal footwear and seasonal wear. This change resolves the issue of footwear, seasonal wear and reimbursements permanently.

MPRB and Local #49 Equipment Operators
January 1, 2025 through December 31, 2027

4. Effective January 1, 2014, a Mobile Equipment Operator when assigned supervisory duties will receive \$1.50 per hour more than their current rate of pay.
5. **On-Call Status:** Effective January 1, 2019, a Mobile Equipment Operator when in “On-Call” status shall receive three (3) hours straight time cash payment for each 24 hour period “On-Call.”
6. **New Employees Hired After July 1, 2019:** Eliminate step 1 in the wage table and renumber remaining steps 1-5. New employees hired after July 1, 2019 into the classes represented by Local #320 shall be paid at the Probation Rate until they have successfully completed their INITIAL probationary period of 12 months of work. After completing probation, employees must complete 12 MONTHS of satisfactory work in each of the next steps before advancing to the next step. Such step increases may be withheld or delayed in cases where the employee’s job performance has been of a less than satisfactory level.
7. **“Me Too” Clause:** For the duration of this collective bargaining agreement, the Board agrees to apply any increase in paid days off, cost of living increase, or bonus, if any such agreement is reached with any other represented or non-represented unit with the MPRB, as a whole, with the exception of Police.

MPRB and Local #49 Equipment Operators
January 1, 2025 through December 31, 2027

APPENDIX B

MINNEAPOLIS PARK & RECREATION BOARD

AND

IUOE LOCAL 49 EQUIPMENT OPERATORS

LETTER OF AGREEMENT

Procedures For Loss of Commercial Driver's License (CDL)

This Letter of Agreement is made and entered into effective January 1, 2013 by and between the Minneapolis Park and Recreation Board (hereinafter the "Board"), and the IUOE Local 49 Equipment Operators (hereinafter the "Union"), collectively the "Parties."

WHEREAS, the Board realizes their employees are their most valuable assets; and

WHEREAS, the Board has an interest in retaining those assets; and

WHEREAS, the Board and Union share a mutual responsibility to protect the integrity of the job classifications; and

WHEREAS, the Parties recognize that a commercial driver's license (CDL) is a necessary requirement for the classifications represented by the Union;

NOW, THEREFORE, the Parties agree to the following procedures to be used when covered employees temporarily lose their driving privileges.

All covered employees are required to have in their possession a valid commercial driver's license (CDL). Any employee must immediately report in writing within forty-eight (48) hours to the Foreman or Park Operations Manager any *disqualification*, meeting the Commissioner of the Minnesota Department of Public Safety authority for removal of the privilege to drive commercial motor vehicles for a specific period under Minnesota Statute § 171.165 Subd. 6a. Employees must notify the Foreman or Park Operations Manager of the revocation or restriction of their driver's license or denial of their driving privileges for any reason including, but not limited to, speeding tickets, unpaid parking tickets, lack of vehicle insurance, DWI or DUI or having physical or mental disabilities under Minnesota Statutes § 171.04, 171.13 and 171.14. "Disqualification" or "disqualify" means the commissioner's removal of the privilege to drive commercial motor vehicles for a specific period under Minnesota Statutes § 171.165.

This Letter of Agreement does not apply to any covered employee who fails to report the change in status as required.

This Letter of Agreement applies only to an employee's first loss of his/her CDL.

MPRB and Local #49 Equipment Operators
January 1, 2025 through December 31, 2027

Loss of a valid CDL is a violation of the terms and conditions of employment with the Minneapolis Park and Recreation Board, of Civil Service Rule 11.03.A.4 and Minneapolis Park and Recreation Board Work Rules. This violation is cause for disciplinary action.

For the first forty-five (45) calendar days following the initial event the Minneapolis Park and Recreation Board will keep the employee on full time employee status; this will be accomplished using a combination of the days the employee retains his/her CDL privilege (currently seven (7) calendar days), the employee first using his/her accrued vacation, compensatory time, and finally Leave of Absence Without Pay for personal convenience. If the employee must use Leave of Absence Without Pay for personal convenience during the first forty-five (45) calendar days following the initial event, the Minneapolis Park and Recreation Board agrees to pay the employer's portion of health/dental/life/long term disability benefits for this period.

If on the forty-sixth (46) calendar day following the initial incident the employee has not regained his/her driving privileges, the employee will be placed on Leave of Absence Without Pay for personal convenience per Civil Service Rule 14.04.F for a period of up to one (1) year from the date of the initial event, except if the employee chooses to exhaust accrued vacation and compensatory leave benefits prior to starting the Leave of Absence Without Pay. In all instances, the total time shall not exceed thirteen (13) calendar months after the initial incident. If the employee regains his/her CDL privilege during the thirteen (13) calendar month period following the initial incident. The employee will be returned to his/her permanently certified position if he/she meets all of its qualifications. If a job vacancy no longer exists, the lowest senior employee will be put on layoff status for a period of up to three years in order to create a vacancy for the returning employee.

If after thirteen (13) months after the initial incident, the employee has not regained his/her driving privilege, the employee will be placed on layoff from the Minneapolis Park and Recreation Board following Civil Service Rule 11.03.A.4 and Civil Service Rule 12.04.

If an employee regains his/her CDL license within three (3) years of the layoff date, the employee shall be recalled to a vacant position of the same class in compliance with Civil Service Rule 12.04. This procedure is for all covered employees.

This Letter of Agreement expires on December 31, 2027.

The Parties have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below.

For the Board:

 6/18/2025
Jennifer Ringold
Secretary To The Board
Minneapolis Park and Recreation Board

For the Union:

 5-30-2025
Jonathan Turner, Business Agent
IUOE Local 49 Equipment Operators

APPENDIX C

MINNEAPOLIS PARK & RECREATION BOARD

AND IUOE LOCAL 49 EQUIPMENT OPERATORS

LETTER OF AGREEMENT 2025 Health Plan

WHEREAS, the Parties desire to provide quality health care at an affordable cost for the protection of employees, which requires a modification to the current Collective Bargaining Agreement as it relates to the funding of the Health Plan beginning January 1, 2025;

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows for the period January 1, 2025 through December 31, 2025:

1. The City will offer a medical plan with six (6) provider options. Medica Elect is a managed care model, Medica Choice is an open access model, and Fairview, North Memorial, HealthEast Vantage with Medica, Park Nicollet First with Medica, Ridgeview Community Network and Clear Value (Hennepin Health) are accountable care organizations (ACOs). Medica Self-Insured (“Medica”) is providing certain administrative services, including claims processing, for all plan options. Notwithstanding any provision in the CBA to the contrary, coverage for an employee who meets the eligibility requirements set forth in the CBA shall start on the first day of the month following the employee’s date of hire, provided the employee has timely submitted the proper enrollment forms.
2. The City will continue a dual medical premium equivalent system that provides incentives for wellness program completion. The monthly medical premiums for subscribers who earn the required wellness program points by August 31, 2024 (the “wellness premiums equivalents”) will be lower than the premiums for subscribers who do not earn the required wellness program points by August 31, 2024 (the “standard premiums equivalents”). Any changes to the wellness program requirements, including those implemented for 2025, will be agreed upon by the Benefits Sub-committee of the Citywide Labor Management Committee. For 2025, the “wellness premium equivalent” will also apply to all employees who are newly enrolled in the medical plan after June 1, 2024. The wellness program requirements for 2025 (specifically the 3,000-point threshold to earn the incentive and the point structure are set forth on the MyMedica.com “My Health Rewards” member portal) are as agreed upon by the Benefits Sub-committee of the Citywide Labor Management Committee.
3. For the period January 1, 2025 through December 31, 2025, the Park Board will pay \$690.00 per month for employees who elect single coverage under the medical plan. For the period January 1, 2025 through December 31, 2025, the Park Board will pay \$1,864.00 per month for employees who elect family coverage under the medical plan. The total monthly rate and the respective employer

MPRB and Local #49 Equipment Operators
January 1, 2025 through December 31, 2027

and employee contributions for the period January 1, 2025 through December 31, 2025 are as set forth below.

4. The Park Board will continue the Health Reimbursement Arrangement (“the HRA”) which was established January 1, 2004 to provide reimbursement of eligible health expenses for participating employees, their spouse and other eligible dependents; and the Voluntary Employees’ Beneficiary Association Trust (the “Trust”) through which the HRA is funded.
5. The Plan shall be administered by the City or, at the City’s sole discretion, a third-party administrator.
6. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the City or, at the City’s discretion, from a third-party administrator in accordance with the conditions contained in the HRA. Representatives of the City and up to three representatives selected by the Minneapolis Board of Business Agents shall constitute the VEBA Investment Committee which shall meet periodically to review the assets and investment options for the Trust.
7. The Park Board shall pay the administration fees for HRA members who are current employees and other expenses pursuant to the terms of the HRA. HRA members who have separated from service will be charged the administration fee.
8. The Park Board will contribute to the HRA in the annual amount of \$1,200.00 for employees who elect single coverage and \$2,400.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such Park Board contributions shall be made in semi-monthly installments equal to one-twenty fourth (1/24) of the designated amount and shall be considered to be contract value in the designated amount.
9. The Parties agree that, except for City contributions to the HRA, incentives, discounts or special payments provided to medical plan members that are not made to reimburse the member or his/her health care provider for health care services covered under the medical plan (e.g. incentives to use health club memberships or take health risk assessments) are not benefits for the purposes of calculating aggregate value of benefits pursuant to Minn. Stat. § 471.6161, Subd. 5.
10. Future cost sharing of premium costs between the employer and employees for medical plan premium equivalents will be determined by the Benefits Sub-committee of the Citywide Labor Management Committee.
11. The unions shall continue to be involved with the selection of and negotiations with the medical plan carrier.
12. This agreement does not provide the unions with veto power over the City’s decisions.
13. This agreement does not negate the City’s obligation to negotiate with the unions as described by Minn. Stat. § 471.6161, Subd. 5.

MPRB and Local #49 Equipment Operators
January 1, 2025 through December 31, 2027

14. The terms of this agreement shall be incorporated into the Collective Bargaining Agreement as appropriate without additional negotiations.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below:

FOR THE CITY OF MINNEAPOLIS:


FOR THE UNION:



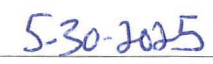
Jennifer Ringold
Secretary to the Board



Date



Jonathan Turner
Business Representative
IUOE Local 49 Equipment Operators



Date

APPENDIX D

MINNEAPOLIS PARK & RECREATION BOARD

AND

IUOE LOCAL 49 EQUIPMENT OPERATORS

LETTER OF AGREEMENT

Seasonal Equipment Operators

This Letter of Agreement is made and entered into effective January 1, 2019 by and between the Minneapolis Park and Recreation Board (hereinafter the "Board"), and the IUOE Local 49 Equipment Operators (hereinafter the "Union"), collectively the "Parties."

WHEREAS, the Board realizes their employees are their most valuable assets; and

WHEREAS, the Board has an interest in retaining those assets; and

WHEREAS, the Board and Union share a mutual responsibility to protect the integrity of the job classifications; and

NOW, THEREFORE, the Parties agree to the following:

1. Seasonal Equipment Operators employed by the Board will be hired as temporary, permit employees and will be included in the bargaining unit represented by the Union after sixty-seven (67) work days in a calendar year as stated in Section 1.01. Recognition.
2. After sixty-seven (67) work days, Seasonal Equipment Operators (as temporary, permit employees) are covered by this contract. They are at will and uncertified employees with limited rights. They are allowed a representative at any discipline meetings, but Article 4 Grievance Procedure will not apply. Any articles referring to benefits (Article 8 Vacation, Article 10 Sick Leave and Bereavement Leave, Article 11 Group Insurance) do not apply.
3. Individuals employed as Seasonal Equipment Operators will be notified at the beginning of the next season (spring) of opportunities for re-employment. An opportunity for re-employment does not guarantee the individual will be re-hired.
4. All Seasonal Equipment Operators will start no earlier than April 8th and end their employment no later than October 15th.

MPRB and Local #49 Equipment Operators
January 1, 2025 through December 31, 2027

5. Seasonal Equipment Operators will be compensated at Step 1 of the agreed upon compensation for full-time Equipment Operator classification according to the most current wage table. They will be eligible for annual step increases up to Step 3 in future seasons.
6. In terms of benefits, Seasonal Equipment Operators will only receive holiday pay (cash) for Memorial Day, Juneteenth, 4th of July, and Labor Day.
7. The regular work schedule for Seasonal Equipment Operators may include weekends and evenings, with an expected five day, 40-hours per week work schedule.
8. Overtime will first be offered to regular, full-time Equipment Operators. Seasonal Equipment Operators will be paid cash for all hours worked to include overtime. There is no compensatory time for Seasonal Equipment Operators.

This Letter of Agreement expires on December 31, 2027.

The Parties have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below.

For the Board:

For the Union:

 6/18/2025

Jennifer Ringold
Secretary to The Board
Minneapolis Park and Recreation Board

 5-30-2025

Jonathan Turner, Business Agent
IUOE Local 49 Equipment Operators

MPRB and Local #49 Equipment Operators
January 1, 2025 through December 31, 2027

APPENDIX E

MINNEAPOLIS PARK & RECREATION BOARD

AND

IUOE LOCAL 49 EQUIPMENT OPERATORS

**LETTER OF AGREEMENT
ADDITIONAL FTE's WITHIN THE BARGAINING GROUP**

This Letter of Agreement is made and entered into effective the first day the Collective bargaining agreement is signed by both parties. The parties are defined as the Minneapolis Park and Recreation Board (hereinafter the "Board") and the IUOE Local #49 Equipment Operators (hereinafter the "Union"), collectively the "parties."

WHEREAS, the Board realizes their employees are the most valuable assets; and

WHEREAS, the Board has an interest in hiring and retaining those assets; and

WHEREAS, the Board and the Union share mutual conceptions of adding additional FTE's to this bargaining unit; and

WHEREAS, both parties recognize the need for additional FTE's to this bargaining unit;

NOW THEREFORE BE IT RESOLVED that the parties agree to meet and confer regarding the addition of an FTE in 2026 and another additional FTE in 2027.

This letter of agreement expires on 12-31-2027.

The Parties have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below.

For the Board:




Jennifer Ringold
Secretary to the Board

6/18/2025

Date

For the Union:



Jonathan Turner
Business Agent

5-30-2025

Date

APPENDIX F

MINNEAPOLIS PARK & RECREATION BOARD

AND

IUOE LOCAL 49 EQUIPMENT OPERATORS

MEMORANDUM OF UNDERSTANDING

“CENTRAL PENSION FUND”

The Minneapolis Parks and Recreation Board agrees to participate in the Central Pension Fund of the International Union of Operating Engineers and Participating Employers (“Central Pension Fund”) in accordance with the terms of the Restated Agreement and Declaration Trust of the Central Pension, the Plan of Benefits, and this Memorandum of Understanding.

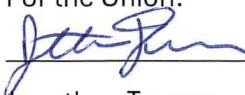
1. Minnesota Statute § 356.24, Subd. 1(10) expressly authorizes the Employer to contribute public funds to the Central Pension Fund as a supplemental pension plan for the employees of a governmental subdivision who are covered by a collective bargaining agreement that provides for such coverage.
2. Sections 4.1 of the Restated Agreement and Declaration of Trust of the Central Pension Fund and 13.01 of the Plan of Benefits only permits Employer Contributions to the Fund.
3. The Parties agree that the agreed upon Employer contribution amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as a pre-tax Employer contribution. Contributions from the Employer will not be funded from any other source unless agreed upon by the parties.
4. The hourly contribution rate will be applied to every hour compensated (i.e. hours worked, vacation hours, compensatory time, holiday pay, and sick time). The Employer shall remit this contribution directly to the Central Pension Fund at P.O. Box 418433 Boston, MA 02241-8433.
5. A contribution of (\$1.00) per hour compensated prevents annual Central Pension Fund contributions on behalf of eligible Employees from exceeding \$10,000.00 in a year and therefore complies with the limitations set forth under Minnesota Statute, §356.24, Subd. 1(10) as amended.
6. For purposes of determining future wage rates, the Employer shall first restore the amount of the Employer Contribution, which is currently the CPF contribution rate of (\$1.00) per hour, then apply the applicable wage multiplier, then reduce the revised wage by the Central Pension Fund contribution rate.
7. For purposes of calculating overtime compensation, the Employer shall first restore the amount of the Employer Contribution (\$1.00 per hour) then apply the applicable 1.5 wage multiplier required under the Fair Labor Standards Act (FLSA) and the Collective Bargaining Agreement, then pay the resulting amount for overtime worked.
8. The Parties agree that the Public Employees Retirement Association (PERA) interprets Employer contributions to the Central Pension Fund as being included in determining “salary” for the purposes of the public pension.
9. The parties agree to abide by the terms and conditions of the Restated Agreement and Declaration of Trust and the Plan of Benefits of the Central Pension Fund.

MPRB and Local #49 Equipment Operators
January 1, 2025 through December 31, 2027

- 10. Effective 6-1-2025 the contribution rate equals (\$1.00) per hour compensated.
- 11. Members, by majority vote, may change the contribution rate at any time during the life of the Collective Bargaining Agreement. The Union and Employer will work together to implement member approved changes as soon as is practicable.

For the Board:
 6/18/2025
Jennifer Ringold Date

Secretary to the Board
Minneapolis Park & Recreation Board

For the Union:
 5-30-2025
Jonathan Turner Date

Area Business Representative
I.U.O.E. Local No. 49

APPROVED JUN 02 2025