
MINNEAPOLIS PARK & RECREATION BOARD

and

**INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL NO. 49**

LABOR AGREEMENT

For the Period:

January 1, 2025 through December 31, 2027

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**COLLECTIVE BARGAINING AGREEMENT BETWEEN
MINNEAPOLIS PARK & RECREATION BOARD
AND
International Union of Operating Engineers LOCAL #49
FOR JANUARY 1, 2025 THROUGH DECEMBER 31, 2027**

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

ARTICLE 1 – UNION SECURITY

Section 1.01. Recognition

It is understood and agreed between the parties that the Union is the formally recognized representative in matters involving conditions of employment of the Mechanics, Mechanic Night Shift, Mechanic Shop Leader, and Foreman Equipment Repair of the Board, and as such, the Union is authorized under law to enter into this Agreement for and on behalf of the employees they represent, as shown by Appendices A, hereto, which also set forth the compensation for said employees and are hereby made part of this Agreement.

Section 1.02. Union Dues

Subd. 1. Union Dues Payroll Deduction

In recognition of the Union as the exclusive representative, the Employer shall deduct an amount sufficient to provide the initiation fee and the payment of the regular monthly Union membership dues uniformly established by the Union from the wages of all employees who have authorized, in writing, such deduction on a form designated and furnished by the Union. The Union shall certify to the employer, in writing, the current amount of regular monthly membership dues which it has uniformly established for all members. Such deductions shall be cancelled by the Employer upon a written request made by the involved employee to the Union with a copy to the appropriate departmental payroll office.

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 two (2) 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.

Section 1.05 Political Action Committee

Local No. 49 and the Minneapolis Park and Recreation Board agree that upon receipt of a properly executed voluntary authorization card from an employee, the MPRB will deduct from the employee's salary such amounts as the employee authorizes to pay to the I.U.O.E. Local 49 PAC.

Section 1.06

The employer shall permit Local 49 to present and hold an informational meeting to discuss union business twice per calendar year, 30 minutes in duration.

Section 1.07

The employer and union agree that in an effort to clarify roles, obligations and responsibilities; thirty (30) minutes will be allowed during regularly scheduled working hours for the Union Business Agent, Steward and new employee to discuss the terms and conditions of the collective bargaining agreement

ARTICLE 2 – MANAGEMENT RIGHTS

The Board retains the full and unrestricted right to perform any inherent managerial function not specifically limited by this Agreement. The Board agrees to meet and confer with I.U.O.E. Local #49 if the Board chooses to change the assignment of Mechanic (Shop Leader).

ARTICLE 3 – CIVIL SERVICE RULES

The Board and the Unions 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 Fleet Manager. The supervisor 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 Fleet Manager, serve a written copy of the grievance on the Director, Asset Management 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 Director, Asset Management shall respond in writing to the employee, the Union and the MPRB Assistant Superintendent for Environmental Stewardship 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 Director's answer, present the written grievance and reply to the Assistant Superintendent for Environmental Stewardship or this person's designee. The Assistant Superintendent for Environmental Stewardship shall give the Union, the employee, and the MPRB Superintendent 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's answer, present the written grievance and replies to the MPRB Superintendent who shall consider the grievance and shall give the Union and the employee 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, the employee, and the Union.

Section 4.06 Missing Time Limits

If the grievance is not 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 hereafter 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 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 I.U.O.E. Local #49

New employees hired into the classes represented by Local #49 shall be paid at the level of ASE certification achieved. By the end of the two year anniversary Level 2 must have been obtained and maintained thereafter to continue to be qualified for the position. All employees must maintain Level 2.

Subd. 2 Advancement

Advancement to the next level will occur when the required ASE's have been obtained. Loss of a Level's required ASE certifications will result in wage adjustment to the next level that the remaining certifications match. Progression or regression to a level in wage will be effective the next pay period.

Subd. 3 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.

Section 6.02. Regular Work Day

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. Mechanic Shop personnel may be assigned on a non-seniority basis to various work shifts for cross training purposes. Such assignments shall be limited to a six-month period once every three years.

Section 6.03. Work Week

The normal work week for employees shall be forty (40) hours, consisting of five consecutive work days followed by two (2) days off. However, nothing in this Agreement shall be construed to prohibit the approval for Mechanic Shop employees of a work week schedule of four (4) ten (10) hour days provided such work schedules have been approved by the Director, Asset Management and the involved employee(s). 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.

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. When no work stoppage is scheduled for lunch, no time deduction shall be made for a lunch period.

Section 6.05. Overtime

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.

All mandatory overtime and time worked on Memorial Day, Independence Day, and Labor Day shall be distributed as equally as practicable among employees in the same classification. Premium hours will not be pyramided.

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.

Those mechanics who are certified employees will receive one and one-half (1 ½) times their usual rate of pay for Saturday work and two (2) times their usual rate of pay for Sunday work, whether overtime hours or not.

Section 6.06 Call-Back, 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. 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 supervisor and to work during this time if called upon to do so by the supervisor. If required to work into the third hour or any succeeding hour, the employee shall receive pay for the full hour. Employees who are called into work during off duty hours will be compensated accordingly: a) If the employee has less than 2 hours of actual work, the employee will be compensated at a rate of double time; b) If the employee has 2 hours or more of actual work, the employee will be compensated at a rate of time and one-half for the entire time worked or the appropriate overtime rate whichever is greater.

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.

Section 6.07 Split Shifts

There will be no regularly scheduled split shifts.

Section 6.08 Testing for ASE Certification

An employee represented by Local #49 may use paid work time to test or re-test for ASE Certification, if the test is scheduled during their normal work time, and the testing is not available on non-work time.

ARTICLE 7: VACATION

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

Section 7.01 Posting

Vacation leave shall be granted on a rotating basis in accordance with seniority when possible and scheduled to allow employees to make maximum use of their vacation on an equitable basis.

Section 7.02 Vacation Accrual Rates

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

<u>Employee's Credited</u> <u>Continuous Service</u>	<u>Vacation Hours</u> <u>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 7.03 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 8 – HOLIDAYS

Section 8.01 Holidays Defined

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

1. New Year's Day, January 1
2. Martin Luther King Jr's Birthday, the third Monday in January
3. Washington's and Lincoln's Birthdays, the third Monday in February
4. Memorial Day, the last Monday in May
5. Juneteenth, June 19
6. Independence Day, July 4
7. Labor Day, the first Monday in September
8. Indigenous Peoples Day/Christopher Columbus Day, the second Monday in October
9. Veteran's Day, November 11
10. Thanksgiving Day, the fourth Thursday in November
11. The Friday after Thanksgiving Day
12. Christmas Day, December 25

Section 8.02 Holidays Falling on Weekend

When New Year's Day, January 1, Juneteenth, June 19, Independence Day, July 4, Veterans' Day, November 11 or Christmas Day, December 25, fall on Sunday, the following day shall be a holiday; and when New Year's Day, January 1, Juneteenth, June 19, Independence Day, July 4, Veterans' Day, November 11 or Christmas Day, December 25, fall on Saturday, the preceding day shall be a holiday.

Section 8.03 Eligibility for Holidays

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 8.04 Work on a Holiday

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

Section 8.05 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 9 – SICK LEAVE AND BEREAVEMENT LEAVE

Sick leave shall be granted in accordance with the rules of the Minneapolis Civil Service Commission. Sick leave is earned at the rate of eight (8) hours per month and is prorated according to actual time worked.

Section 9.01 Sick Leave Verification Requirements

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

Section 9.02 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 or having reached the mandatory retirement age 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 9.03 Payment Method

Members of I.U.O.E. Local #49 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 9.04 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, or child-in-law, guardian, ward, sibling or stepsibling, parent-in-law or sibling-in-law, grandparents, grandchildren, 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 parent-in-law shall be construed to include the parent 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 10 – GROUP INSURANCE

Section 10.01 Insurance Coverage

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 start 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 10.02 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 D).

Subd.2. 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

Section 10.03 Dental Insurance

The Employer will continue to pay full premium cost for dental insurance during the term of the agreement.

Section 10.04 Life Insurance

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 10.05 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 after completion of thirty (30) days of employment.

ARTICLE 11 – 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

11.01 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. The affected person may be laid off from a position and continue to work in another position or no longer be working in any position. (CSC 3/14/02)

11.02 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 immediately report such pending layoffs to the Human Resources Department. Then, pursuant to the following guidelines, the Human Resources Department will determine the status of those persons affected, will submit such information to the department(s) involved, and the department will make proper notification to the employees involved.

A. General Order of Layoff

Except when layoff is for medical or other similar reasons, layoff shall be made in the following order:

1. Persons who have no Civil Service standing.
2. Persons who have been appointed to temporary positions.
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: (CSC 3/14/02)

1. General City
2. Park Board

C. Layoff for Medical Reasons

When employees, because of temporary illness or disability, cannot perform the duties of their job, the department may, upon appropriate medical verification, layoff those employees until they are again capable of resuming the duties. The Commission or department may require a satisfactory medical report from the City's health service provider before re-employment. Generally, if the period of time an employee is expected to be off the job is less than six months, a leave without pay may be a more appropriate action.

D. Demotion 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 in grade VIII or higher or sworn personnel of the police or fire department will have the right to replace a person with lesser departmental seniority who was the last certified to a lower classification provided that laid off employee has previously completed probation satisfactorily in that lower class. Employees in grade VII or lower will have the right to replace an employee of lesser departmental seniority who was last certified to a lower classification in the same job series in the same department, provided the laid off employee meets the current minimum qualifications of such lower classification. (CSC 3/14/02)

11.03 Exceptions to Layoff Rule

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

- A. In cases where current collective bargaining agreements apply, layoffs, bumping, and reinstatements will be implemented in accordance with provisions of those contracts. (CSC 3/14/02)
- B. Whenever a department and the employees affected agree upon a basis for layoff and re-employment in a certain position or group of positions; and if this agreement is officially approved by the Commission, then employees will be laid off and re-employed upon that basis.
- C. 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.

11.04 Re-Employment of Laid Off Employees

Any employee in the classified service who has been laid off, other than an employee laid off for medical reasons, may be re-employed without examination in a vacant position of the same class within three (3) years of layoff. Any employee in the classified service who has been laid off for medical reasons may be re-employed in a vacant position of the same class within three (3) years of the layoff and the Commission or department may require a satisfactory medical report from the City's health services provider before re-employment. 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 list unless a waiver for satisfactory reason is approved. Failure to receive an appointment within the three (3) years will result in the eligible candidate's name being dropped from the list. However, the eligibility of employees on the layoff list shall be extended for the period of military service upon due notice to the Commission by employee of such military service. (CSC 5/23/96) (CSC 3/14/02) (CSC 7/27/04)

11.05 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. It must be noted, however, that 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 they are qualified and where a vacancy is more likely. Former employees denied reinstatement may appeal the decision to the Commission. Conditions for reinstatement are met if: (CSC 3/14/02)

- A. They successfully completed a probationary period in that class;
- B. They resigned in good standing and not in lieu of discharge;
- C. They requested reinstatement within two years of the resignation;
- D. They completed a satisfactory examination if the Human Resources Department determines that such an exam is necessary; and,
- E. They are approved for reinstatement by their former department(s).

11.06 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.

11.07 Restoration to Open List Of Eligible Candidates (CSC 3/14/02)

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: (CSC 3/14/02)

- A. Was removed from a list of eligible candidates; (CSC 3/14/02)
- B. Resigned in good standing during probation and not in lieu of termination;
- C. Resigned from a temporary position; or
- D. Previously held the job title within the prior two years. (CSC 3/14/02)

ARTICLE 12 – WORK RULES

Reasonable work rules will be formulated and posted.

ARTICLE 13 – EMPLOYEE DISCIPLINE

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

ARTICLE 14 – LABOR RELATIONS

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

ARTICLE 15 – 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 16 – SAFETY

Section 16.01 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 17 - 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 Locals 49.

Minneapolis Park & Recreation Board

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

APPENDIX A - MPRB Mechanic Competency Progression, Effective January 1, 2025 (4.5% increase wages only)

1/1/2025 - 4.5% and Market Adjustments					
Levels	Required # Certifications	Certification Requirement Description	Mechanic**	Mechanic Nights***	Mechanic Shop Leader***
6	14	Any Combination of ASE Certifications	44.127041	46.540058	49.031947
5	12	Any Combination of ASE Certifications	42.856351	45.206366	47.625676
4	10	Any Combination of ASE Certifications	42.291439	44.653732	47.085322
3	8	Any Combination of ASE Certifications	41.763372	44.113376	46.532688
2	6	Any Combination of ASE Certifications	40.130024	42.467751	
1	3	Any Combination of ASE Certifications	39.294930	41.669501	

** Effective January 1, 2025 a \$0.50 per hour market adjustment was added after a 4.5% annual increase was applied.

*** Effective January 1, 2025 a \$0.75 per hour market adjustment was added after a 4.5% annual increase was applied.

Effective April 1, 2025, \$1.00 per hour will be contributed to Central Pension Fund as described in Appendix E

ASE Automobile & Light Truck Certification	ASE Value	ASE Medium - Heavy Truck Certification	ASE Value	Specialist Certifications	ASE Value
A1 Engine	1	T1 Gasoline Engines	1	E1 ASE Truck Equipment Installation & Repair	1
A2 Automatic Transmission/Transaxle	1	T2 Diesel Engines	1	E2 ASE Electrical/Electronic Systems Installation & Repair	1
A3 Manual Drive Train & Axle	1	T3 Drive Train	1	E3 ASE Auxiliary Power Systems Installation & Repair	1
A4 Suspension & Steering	1	T4 Brakes	1	L1 ASE Advanced Engine Performance Specialist Certification	4
A5 Brakes	1	T5 Suspensions & Steering	1	L2 ASE Electronic Diesel Engine Diagnosis Specialist	4
A6 Electrical/Electronic Systems	1	T6 Electrical/Electronic Systems	1	L3 ASE Light Duty Hybrid/Electric Vehicle Specialist	4
A7 Heating & Air Conditioning	1	T7 Heating, Ventilation & Air Conditioning	1	40 Hours Welder Training at Union Training Center	2
A8 Engine Performance	1	T8 Preventive Maintenance Inspection	1	DOT Certification	2
A9 Light Vehicle Diesel Engines	1			Stihl training	1
				Toro training classes	1

Other Provisions

1. Longevity Pay:

Effective January 1, 2022, the Parties agreed to add a 10-year longevity step as stated below:

- Effective January 1, 2022, \$0.35 per hour additional beginning the 10th year of service (10-14 years)
- \$0.41 per hour additional beginning the 15th year of service (15-19 years)
- \$0.52 per hour additional beginning the 20th year of service (20-24 years)
- \$0.58 per hour additional beginning the 25th year of service (25th year & above)

Effective January 1, 2004, the Foreman, Equipment Repair was no longer eligible for longevity pay.

Effective January 1, 2023, the Parties agreed to change the 15-year, 20-year and 25-year of service as stated below:

- \$0.35 per hour additional beginning the 10th year of service (10-14 years)
- \$0.50 per hour additional beginning the 15th year of service (15-19 years)
- \$0.60 per hour additional beginning the 20th year of service (20-24 years)
- \$0.75 per hour additional beginning the 25th year of service (25th year & above)

Employees starting after December 31, 2024, are not eligible for longevity.

2. **Safety Shoe Reimbursement:** Effective July 1, 2003, \$.24 per hour was added to top step of all job titles to replace the current annual payment for tool, clothing and safety feature of personal footwear. This negates the need to negotiate these items.
3. For the duration of this collective bargaining agreement, the Board agrees to apply any increase in paid days off, cost of living increase, or step movement to this group, if any such agreement is reached with any other unit either represented or non-represented, as a whole, with the exception of Police.
- 4 The Board provides the specialty tools that are unique to the mechanics jobs in this organization. The Board will replace personally owned tools or reimburse employees for the replacement costs of tools that are lost or damaged at work (does not include tools that are worn out).

MPRB Mechanic Competency Progression Effective January 1, 2026 (3.0% increase wages only)

1/1/2026 - 3% and Market Adjustments					
Levels	Required # Certifications	Certification Requirement Description	Mechanic*	Mechanic Nights***	Mechanic Shop Leader***
6	14	Any Combination of ASE Certifications	45.700853	48.686259	51.252905
5	12	Any Combination of ASE Certifications	44.392041	47.312557	49.804446
4	10	Any Combination of ASE Certifications	43.810183	46.743344	49.247882
3	8	Any Combination of ASE Certifications	43.266273	46.186778	48.678669
2	6	Any Combination of ASE Certifications	41.583925	44.491784	
1	3	Any Combination of ASE Certifications	40.723777	43.669586	

* Effective January 1, 2026 a \$0.25 per hour market adjustment was added after a 3% annual increase was applied.

*** Effective January 1, 2026 a \$0.75 per hour market adjustment was added after a 3% annual increase was applied.

Effective April 1, 2025, \$1.00 per hour will be contributed to Central Pension Fund as described in Appendix E

ASE AUTOMOBILE & LIGHT TRUCK Certification	ASE Value	ASE MEDIUM - HEAVY TRUCK Certification	ASE Value	Specialist Certifications	ASE Value
A1 Engine	1	T1 Gasoline Engines	1	E1 ASE Truck Equipment Installation & Repair	1
A2 Automatic Transmission/Transaxle	1	T2 Diesel Engines	1	E2 ASE Electrical/Electronic Systems Installation & Repair	1
A3 Manual Drive Train & Axle	1	T3 Drive Train	1	E3 ASE Auxiliary Power Systems Installation & Repair	1
A4 Suspension & Steering	1	T4 Brakes	1	L1 ASE Advanced Engine Performance Specialist Certification	4
A5 Brakes	1	T5 Suspensions & Steering	1	L2 ASE Electronic Diesel Engine Diagnosis Specialist	4
A6 Electrical/Electronic Systems	1	T6 Electrical/Electronic Systems	1	L3 ASE Light Duty Hybrid/Electric Vehicle Specialist	4
A7 Heating & Air Conditioning	1	T7 Heating, Ventilation & Air Conditioning	1	40 Hours Welder Training at Union Training Center	2
A8 Engine Performance	1	T8 Preventive Maintenance Inspection	1	DOT Certification	2
A9 Light Vehicle Diesel Engines	1			Stihl training	1
				Toro training classes	1

Other Provisions

1. Longevity Pay:

Effective January 1, 2022, the Parties agreed to add a 10-year longevity step as stated below:

- Effective January 1, 2022, \$0.35 per hour additional beginning the 10th year of service (10-14 years)
- \$0.41 per hour additional beginning the 15th year of service (15-19 years)
- \$0.52 per hour additional beginning the 20th year of service (20-24 years)
- \$0.58 per hour additional beginning the 25th year of service (25th year & above)

Effective January 1, 2004, the Foreman, Equipment Repair was no longer eligible for longevity pay.

Effective January 1, 2023, the Parties agreed to change the 15-year, 20-year and 25-year of service as stated below:

- \$0.35 per hour additional beginning the 10th year of service (10-14 years)
- \$0.50 per hour additional beginning the 15th year of service (15-19 years)
- \$0.60 per hour additional beginning the 20th year of service (20-24 years)
- \$0.75 per hour additional beginning the 25th year of service (25th year & above)

Employees starting after December 31, 2024, are not eligible for longevity.

2. **Safety Shoe Reimbursement:** Effective July 1, 2003, \$.24 per hour was added to top step of all job titles to replace the current annual payment for tool, clothing and safety feature of personal footwear. This negates the need to negotiate these items.
3. For the duration of this collective bargaining agreement, the Board agrees to apply any increase in paid days off, cost of living increase, or step movement to this group, if any such agreement is reached with any other unit either represented or non-represented, as a whole, with the exception of Police.
- 4 The Board provides the specialty tools that are unique to the mechanics jobs in this organization. The Board will replace personally owned tools or reimburse employees for the replacement costs of tools that are lost or damaged at work (does not include tools that are worn out).

MPRB Mechanic Competency Progression Effective January 1, 2027 (2.50% increase wages only)

1/1/2027 - 2.5% and Market Adjustments					
Levels	Required # Certifications	Certification Requirement Description	Mechanic*	Mechanic Nights	Mechanic Shop Leader
6	14	Any Combination of ASE Certifications	47.093374	49.903416	52.534228
5	12	Any Combination of ASE Certifications	45.751842	48.495371	51.049557
4	10	Any Combination of ASE Certifications	45.155437	47.911928	50.479079
3	8	Any Combination of ASE Certifications	44.597930	47.341447	49.895636
2	6	Any Combination of ASE Certifications	42.873523	45.604078	
1	3	Any Combination of ASE Certifications	41.991871	44.761325	

* Effective January 1, 2027 a \$0.25 per hour market adjustment was added after a 2.5% annual increase was applied.

Effective April 1, 2025, \$1.00 per hour will be contributed to Central Pension Fund as described in Appendix E

ASE Automobile & Light Truck Certification	ASE Value	ASE Medium - Heavy Truck Certification	ASE Value	Specialist Certifications	ASE Value
A1 Engine	1	T1 Gasoline Engines	1	E1 ASE Truck Equipment Installation & Repair	1
A2 Automatic Transmission/Transaxle	1	T2 Diesel Engines	1	E2 ASE Electrical/Electronic Systems Installation & Repair	1
A3 Manual Drive Train & Axle	1	T3 Drive Train	1	E3 ASE Auxiliary Power Systems Installation & Repair	1
A4 Suspension & Steering	1	T4 Brakes	1	L1 ASE Advanced Engine Performance Specialist Certification	4
A5 Brakes	1	T5 Suspensions & Steering	1	L2 ASE Electronic Diesel Engine Diagnosis Specialist	4
A6 Electrical/Electronic Systems	1	T6 Electrical/Electronic Systems	1	L3 ASE Light Duty Hybrid/Electric Vehicle Specialist	4
A7 Heating & Air Conditioning	1	T7 Heating, Ventilation & Air Conditioning	1	40 Hours Welder Training at Union Training Center	2
A8 Engine Performance	1	T8 Preventive Maintenance Inspection	1	DOT Certification	2
A9 Light Vehicle Diesel Engines	1			Stihl training	1
				Toro training classes	1

Other Provisions

1. Longevity Pay:

Effective January 1, 2022, the Parties agreed to add a 10-year longevity step as stated below:

- Effective January 1, 2022, \$0.35 per hour additional beginning the 10th year of service (10-14 years)
- \$0.41 per hour additional beginning the 15th year of service (15-19 years)
- \$0.52 per hour additional beginning the 20th year of service (20-24 years)

- \$0.58 per hour additional beginning the 25th year of service (25th year & above)

Effective January 1, 2004, the Foreman, Equipment Repair was no longer eligible for longevity pay.

Effective January 1, 2023, the Parties agreed to change the 15-year, 20-year and 25-year of service as stated below:

- \$0.35 per hour additional beginning the 10th year of service (10-14 years)
- \$0.50 per hour additional beginning the 15th year of service (15-19 years)
- \$0.60 per hour additional beginning the 20th year of service (20-24 years)
- \$0.75 per hour additional beginning the 25th year of service (25th year & above)

Employees starting after December 31, 2024, are not eligible for longevity.

2. **Safety Shoe Reimbursement:** Effective July 1, 2003, \$.24 per hour was added to top step of all job titles to replace the current annual payment for tool, clothing and safety feature of personal footwear. This negates the need to negotiate these items.
3. For the duration of this collective bargaining agreement, the Board agrees to apply any increase in paid days off, cost of living increase, or step movement to this group, if any such agreement is reached with any other unit either represented or non-represented, as a whole, with the exception of Police.
- 4 The Board provides the specialty tools that are unique to the mechanics jobs in this organization. The Board will replace personally owned tools or reimburse employees for the replacement costs of tools that are lost or damaged at work (does not include tools that are worn out).

APPENDIX B

MINNEAPOLIS PARK AND RECREATION BOARD

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 49

LETTER OF AGREEMENT

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

This Letter of Agreement is made and entered into effective January 1, 2016 by and between the Minneapolis Park and Recreation Board (hereinafter the "Board"), and the International Union of Operating Engineers, Local No. 49 (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 Fleet 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 Fleet 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, DWI or DUI, unpaid parking tickets, lack of vehicle insurance, 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.

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.

For mechanics only, the Minneapolis Park and Recreation Board will adjust a work assignment for forty-five (45) days following the DOT withholding renewal of a CDL pending review of a medical issue. An mechanic will not be covered by this provision if he/she fails to report the change in status as required. Each work shift must have at least one (1) mechanic working with a valid CDL. This provision applies to the first loss of license only.

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:



Jennifer Ringgold
Secretary To The Board
Minneapolis Park & Recreation Board

For the Union:

 3-14-2025

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

APPENDIX C

MINNEAPOLIS PARK AND RECREATION BOARD

and

INTERNATIONAL UNION OF OPERATING ENGINEERS I.U.O.E. LOCAL #49, AFL-CIO

LETTER OF AGREEMENT
2025 Health Plan

WHEREAS, the Minneapolis Park and Recreation Board (hereinafter “Park Board”) and the International Union of Operating Engineers, Local Union No. 49 (hereinafter “Union”) are parties to a Collective Bargaining Agreement that is currently in force; and

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 Passport is an open access model, and Vantage Plus with Medica, Park Nicollet and HealthPartners First with Medica, Ridgeview Community Network powered by Medica and Clear Value with Medica 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 premium equivalents 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 Subcommittee 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 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 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 make a contribution to the HRA in the annual amount of \$1,2000.00 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 Park Board contributions to the HRA, incentives, discounts or special payments provided to medical plan members that are not made to reimburse the member or their 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

APPENDIX D

MINNEAPOLIS PARK AND RECREATION BOARD

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 49

LETTER OF AGREEMENT

Temporary Mechanic Position

This Letter of Agreement is made and entered into by and between the Minneapolis Park and Recreation Board (hereinafter the "Board"), and the International Union of Operating Engineers, Local No. 49 (hereinafter the "Union"), collectively the "Parties".

The Board has recognized an occasional need for a temporary mechanic to assist with workload, and the Union has agreed to help provide a qualified individual when needed.

The Board retains their managerial right to determine the duration of the temporary need not exceed 6 months.

The wages and benefits shall be as identified from April 29, 2024 – May 4, 2025:

Wages	\$45.01
Health & Welfare	\$13.05
Pension	\$11.30
Defined Contribution	\$2.00
<u>Apprenticeship</u>	<u>\$0.55</u>
Total	\$71.91

The wages and benefits shall be as identified from May 5, 2025 – April 30, 2026:

Wages	\$46.61
Health & Welfare	\$14.30
Pension	\$12.05
Defined Contribution	\$2.25
<u>Apprenticeship</u>	<u>\$0.80</u>
Total	\$76.01

Once wages and benefits beyond April 30, 2026 are identified, the Parties agree to update this letter of agreement to reflect those updated rates.

It is understood by the Parties that this agreement shall expire with the collective bargaining agreement unless the Parties agree to renew the terms herein.


For the Board:



Jennifer Ringold
Secretary to the Board
Minneapolis Park & Recreation Board

3/19/2025
Date

For the Union:



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

3-14-2025
Date

APPENDIX E

MINNEAPOLIS PARK AND RECREATION BOARD

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 49

**LETTER OF AGREEMENT
“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.

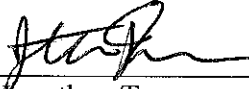
7. For purposes of calculating overtime compensation, the Employer shall first restore the amount of the Employer Contribution (\$1.00 per hour) then apply the applicable 1.5 wage multiplier required under the Fair Labor Standards Act (FLSA) and the Collective Bargaining Agreement, then pay the resulting 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.
10. Effective 4-1-2025 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:



Jennifer Ringold Date
Secretary to the Board
Minneapolis Park & Recreation Board

For the Union:



Jonathan Turner Date
Area Business Representative
I.U.O.E. Local No. 49

APPENDIX F

MINNEAPOLIS PARK AND RECREATION BOARD

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 49

LETTER OF AGREEMENT

Minnesota Paid Family and Medical Leave Program (2026)

This Letter of Agreement is made and entered into by and between the Minneapolis Park and Recreation Board (hereinafter the "Board"), and the International Union of Operating Engineers, Local No. 49 (hereinafter the "Union"), collectively the "Parties".

The Minneapolis Park and Recreation Board and the International Union of Operating Engineers, Local No. 49 agree to meet and discuss a Letter of Agreement closer to when the Minnesota Paid Family and Medical Leave Program will take effect and when more information about the program is available.


It is understood by the Parties that this agreement shall expire with the collective bargaining agreement unless the Parties agree to renew the terms herein.

For the Board:

For the Union:



Jennifer Ringold Date
Secretary to the Board 4/7/25
Minneapolis Park & Recreation Board



Jonathan Turner Date
Area Business Representative 3-14-2025
I.U.O.E. Local No. 49