

MINNEAPOLIS PARK AND RECREATION BOARD

and

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, DISTRICT
COUNCIL NO. 5, LOCAL UNION NO. 9, AFL-CIO**

LABOR AGREEMENT

CLERICAL AND TECHNICAL EMPLOYEES

For the Period:

January 1, 2022 through December 31, 2024

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**COLLECTIVE BARGAINING AGREEMENT COVERING
CLERICAL AND TECHNICAL EMPLOYEES OF THE
MINNEAPOLIS PARK AND RECREATION BOARD**

FOR JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

This Agreement is hereby made and entered into by and between the Minneapolis Park and Recreation Board (the “Board”) and the American Federation of State, County and Municipal Employees, Council 5, Local No. 9 (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 certain employees of the Board defined in BMS Case 75-PR-31-A as “All clerical and technical employees of the Park and Recreation board for the City of Minneapolis who are employed for more than 14 hours per week and more than 67 work days per year, excluding confidential, supervisory, and all other employees.”, and as such, the Union is authorized under law to enter into this Agreement for and on behalf of the employees it represents.

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 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 that 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.

Subd. 2. National AFSCME PEOPLE Deductions

Voluntary contributions to the NATIONAL AFSCME PEOPLE Committee shall be provided as a voluntary payroll deduction to all employees wishing to participate. The Union shall pay \$1.00 fee to the Park Board for each deduction request, revocation and/or charge.

Subd. 3. Union Stewards

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

- 1) There will be no more than one steward designated at any one time.

- 2) The Union shall promptly notify the Board in writing the name of the steward or the successor of a former steward. The Union shall also certify to the Board the names of its business representatives.
- 3) The steward may, with approval of the supervisor, interrupt work and leave the work station for the purpose of presenting a grievance to the Board on behalf of any employee represented by the steward and shall notify their immediate supervisor upon returning to work. The approval of the supervisor shall not be denied without good cause.
- 4) When the Parties agree that it is mutually beneficial to have an officer of the Union or its steward participate in the presentation and/or investigation of Union grievances either to the Board or to other City jurisdictions whose employees are represented by this Union, such officer or steward shall also be authorized time off with pay for this purpose. Such officer or steward, however, shall not leave their workstations without first obtaining the permission of their immediate supervisor and shall notify their immediate supervisor upon returning to work.

Section 1.03. Union Representation

It shall be the Employer's policy to inform its managers and supervisors (a) that employees have a right to have a Union representative present if they are formally questioned during an investigation into conduct that may lead to disciplinary action; (b) that employees should not be denied such right; and (c) that employees should be advised of such right before questioning. The Union representative shall not be entitled to participate in such investigation except to advise and counsel the involved employee.

Section 1.04 Union Leave

- A. **Unpaid Leaves.** Employees elected to any Council or Local Union office or selected by the Council or Local Union to do work which takes them away from their employment with the Employer shall at the written request of Council or Local Union be granted a leave of absence without pay for the period of time needed for the absence. The request shall be as far in advance as possible and shall include the times and/or duration of the leave in as much detail as is available to the Union. Such absence may be for more or less than one full work day. An employee may choose to use accrued vacation or compensatory time instead of a leave of absence without pay. In the event an employee chooses the leave without pay option, the employee shall continue to accrue seniority. The Employer shall continue to pay the Employer's portion of any health, life, or dental insurance premiums in effect immediately prior to the commencement of such leave as long as the leave does not exceed two pay periods.
- B. **Paid Time.** Employees selected by the Council or Local Union to participate in negotiations, labor management committees, and/or meet and confer sessions with the Employer, which takes them away from their employment with the Employer shall be considered to be on paid time provided such meetings occur during the employee's regularly scheduled hours of work. No overtime obligation shall accrue to the Employer related to the employee's participation in such activities. The Council or Local Union shall notify the Employer as far in advance as possible of an employee's participation and the employee shall secure the approval of his/her supervisor. The approval of the supervisor shall not be withheld without legitimate business reasons. Chronic staffing shortages in and of themselves do not constitute a legitimate business reason for purposes of this section. Any disputes related to the withholding of approval shall be resolved by the Deputy Superintendent but shall not be subject to the grievance procedure contained in Article 4 of this Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 2.01

The Union recognizes the right of the Board to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. The rights and authority which the Board has not officially abridged, delegated, or modified by this agreement are retained by the Board.

ARTICLE 3 – CIVIL SERVICE RULES and NO STRIKE – NO LOCKOUT

Section 3.01 Civil Service

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, resignation, seniority, sick leave, holiday leave and vacation unless modified by this Agreement. 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.

Section 3.02 - No Strike

The Union, its officers or agents, or any of the employees covered by this Agreement shall not cause, instigate, encourage, condone, engage in, or cooperate in any strike, work slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment during the term of this Agreement.

Section 3.03 – No Lockout

The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, institute or condone any lockout of employees during the term of this Agreement.

ARTICLE 4 – GRIEVANCE PROCEDURE

Section 4.01. 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. A grievance shall be resolved in the following manner:

Subd. 1. Step 1 (Informal)

Any employee or Union representative who believes the provisions of this Agreement have been violated may discuss the matter with the employee's immediate supervisor as designated by the Employer in an effort to avoid a grievance and/or resolve any dispute. While employees are encouraged to utilize the provisions of this subdivision, nothing herein shall be construed as a limitation upon the employee's Union representative respecting the filing of a grievance at Subd. 2 (Step 2) of the grievance procedure.

Subd. 2. Step 2 (Formal)

If the grievance has not been avoided and/or the dispute resolved by the operation of Step 1 and the Union wishes to file a formal grievance, the Union representative, shall file a written grievance with the affected department head or with his/her designee. The grievance must be filed within twenty-one (21) calendar days of the event which gave rise to the grievance or within twenty-one (21) calendar days of the time the employee or Union reasonably should have had knowledge of the occurrence of the event, whichever is later. At the time the grievance is served upon the affected department head, the Union shall provide an informational copy to the Employer's Human Resources Director or his/her designee. The Human Resources Director or his/her designee will provide a copy of the grievance to the Deputy, Assistant Superintendent, or Director of Park Safety and Security of the affected department.

The department head shall respond in writing to the Union representative with copies to the employee, if applicable, and the Employer's Human Resources Director or his/her designee within twenty-one (21) calendar 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 fourteen (14) calendar days after receipt of the department head's answer, present the written grievance and reply to the appropriate *Deputy Superintendent* or Assistant Superintendent. The *Deputy Superintendent* or Assistant Superintendent shall give the Union and the employee a written answer within fourteen (14) calendar days after receipt of the grievance. If grievant is a Park Patrol Agent, skip Step 3 and go to Step 4.

Step 4: If the grievance is not resolved in Step 3 and the Union wishes to continue the grievance, the Union shall, within fourteen (14) calendar days after receipt of the Deputy Superintendent, Director of Park Safety and Security, or Assistant Superintendent's answer, present the written grievance and replies to the Superintendent or designee who shall consider the grievance and shall give the Union the Superintendent's or designee's written answer fourteen (14) calendar 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 sixty (60) calendar 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) calendar days after receipt of notice of referral; and in the event the parties are unable to agree upon an arbitrator within said seven (7) calendar day period, either party may request the Bureau of Mediation Services to submit a panel of arbitrators pursuant to current Bureau rules. Both the MPRB and the Union shall have the right to alternately strike names from the panel pursuant to current Bureau rules. 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 of the selection by a joint letter from the MPRB 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 this Agreement. The arbitrator shall be limited to only the specific written grievance submitted by the MPRB 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 MPRB and the Union; provided, however, that each party shall be responsible for compensating -its own representative and witnesses.

Section 4.03. 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 4.04. The time limits established in this Article may be extended by mutual written consent of the Board, the employee, and the Union.

Section 4.05. 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 4.06. 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 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. Wage Rates

Appendix A which sets forth the compensation for said bargaining unit employees and is hereby made a part to this Agreement.

Section 5.02. Payroll

Payroll shall be biweekly.

Section 5.03. Progression

Subd. 1. Regular Step Progression

Except for progression between Step 1 and Step 2, employees must satisfactorily complete 12 months in each salary step to be eligible to advance to the next salary step. Step 1 for each employee is a 6-month step.

Subd. 2. Park Patrol Agent Step Progression

Park Patrol Agents must work at least 552 hours in each step and remain in each step at least 12 months prior to advancing to the next salary step. Advancement will not be made until both conditions have been met.

Section 5.04. 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.

Section 5.05. Longevity

Subd. 1. Rates of Longevity Stipend

Effective January 1, 2022, employees in this subdivision shall receive:
\$0.3201 per hour beginning the 10th year of service (10-14 years)
\$0.3955 per hour beginning the 15th year of service (15-19 years)
\$0.4709 per hour beginning the 20th year of service (20-24 years)
\$0.5462 per hour beginning the 25th year of service (25th year & above)

Effective January 1, 2023, employees in this subdivision shall receive:
\$0.3281 per hour beginning the 10th year of service (10-14 years)
\$0.4054 per hour beginning the 15th year of service (15-19 years)
\$0.4826 per hour beginning the 20th year of service (20-24 years)
\$0.5599 per hour beginning the 25th year of service (25th year & above)

Effective January 1, 2024, employees in this subdivision shall receive:
\$0.3364 per hour beginning the 10th year of service (10-14 years)
\$0.4155 per hour beginning the 15th year of service (15-19 years)
\$0.4947 per hour beginning the 20th year of service (20-24 years)
\$0.5739 per hour beginning the 25th year of service (25th year & above)

Subd. 2. Regular Years of Service

Employees will receive credit toward longevity rates based on completion of 2080 compensated hours for each year of service.

Subd. 3. Park Patrol Agent Years of Service

Park Patrol Agents will receive credit toward longevity rates based on completion of each 522 hours per 12-month period.

Section 5.06 Premium Pay

Subd. 1. Extra Duty Assignments

PARK PATROL AGENTS will be paid Top Step of Park Patrol Agent, plus \$2.50 per hour when working Extra Duty assignments for all hours actually worked during calendar year 2004. Beginning January 1, 2005, Park Patrol Agents will be paid their regular rate of pay when working Extra Duty assignments for all hours actually worked. Beginning July 1, 2022, Park Patrol Agents will be paid top step at time and one half for all hours actually worked in the Extra Duty assignment.

Subd. 2. Double-back Pay

An employee scheduled to work a double-back shift (i.e., night shift to day shift without a day off) shall be compensated one (1) hour of straight time, unless voluntary. A “day off” shall mean 8 hours or less between shifts.)

Section 5.07 Pay Upon Voluntary Demotion

Subd. 1 The salary of an employee who voluntarily demotes from one classification to another previously held classification which provides for a lower maximum salary shall be set at the increment the employee would have been at had they not left the classification. The employee’s classification seniority date and anniversary date for further salary increments shall be set as if the employee had never left the classification.

Subd. 2. The salary of an employee who voluntarily demotes from one classification to another classification which he/she has never held and which provides for a lower maximum salary shall be set at the same increment as the previously held position. The employee’s classification seniority date shall be set at the date the employee begins working in the new classification. The employee’s anniversary date for future increment adjustments shall remain as in the previously held classification.

Subd. 3. The provisions of this subdivision shall also be applicable whenever an employee is reclassified pursuant to Article 18 of this Agreement and elects to remain in the reclassified position.

Section 5.08 Paid Training for Park Patrol Agents

The employer agrees to provide paid CPR and First Aid training for Park Patrol Agents.

Section 5.09 – Pay upon Retirement

If the contract is expired at time of retirement and wages are settled with an increase, that increase will be paid retroactively for actual hours worked. This section does not apply to disciplinary terminations or voluntary resignation.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

Section 6.01. Regular Work Hours

The regular workday for full-time employees shall be eight (8) hours and shall be determined from midnight of one day until midnight of the next day. The normal workweek for full-time employees shall be forty (40) hours, consisting of five consecutive workdays followed by (2) days off.

Part-time employees shall receive a minimum of two days off per calendar week.

However, nothing in this Agreement shall be construed to prohibit the approval for bargaining unit members of a workweek schedule of four (4) ten (10) hour workdays or other alternative schedules provided such

work schedules have been approved by the appropriate Deputy Superintendent, Assistant Superintendent, and/or the Director of Park Safety and Security and the involved employee(s).

When a Union represented full time benefited employee is budgeted and normally scheduled to work less than forty (40) hours in a work week, and additional hours become available, based upon work needs, the additional hours will first be offered to that Union represented employee up to equaling a forty (40) hour work week.

Section 6.02. Scheduling of Hours

Hours and shifts of service will be scheduled by the employing officer with due regard to seniority and in accordance with the funds and work available, with the understanding that the intent is to have hours equitably assigned to park Patrol Agents during the non-summer months.

Section 6.03. Work Relief Periods

- (a) Due to the nature of the work, Park Patrol Agents are unable to be “duty free” during relief periods nor are they prescribed relief times. Park Patrol Agents remain entitled to two paid fifteen (15) minute breaks which may be combined as a thirty (30) minute paid break. Agents remain on duty during relief periods. These breaks may be taken at a time convenient to the Agent in the course of the work.
- (b) Employees who work 8.5 hour schedules shall have the two (2) paid work relief periods not to exceed fifteen (15) minutes each per day; and will also have a thirty (30) minute unpaid “duty free” meal period between the morning and afternoon break periods.

However, in some situations, work demands may preclude the granting of an uninterrupted lunch break or relief period. In such situations, and in the sole discretion of the supervisor, the employee shall either be allowed to:

- a. Re-start his/her lunch break at least one (1) hour prior to the end of his/her scheduled shift, or
- b. End his/her shift one-half hour prior to the scheduled end time, receiving compensation for all scheduled hours, or
- c. Receive compensation for the half-hour at the scheduled overtime rate.

Section 6.04. Minneapolis Civil Service Commission Examinations

Employees will be considered as working when they are completing any Minneapolis Civil Service Commission examination process that is scheduled during their regularly scheduled work hours and will be paid for the time required to attend and complete the examination. Job interviews are considered an examination procedure and will be treated the same way.

Section 6.05. Split Shifts

There will be no regularly scheduled split shifts.

Section 6.06. Overtime And Accrual Of Compensatory Time

Subd. 1. Overtime.

Authorized hours actually worked after eight (8) in any workday, on any holiday, or after forty (40) hours in any workweek will be considered overtime hours and shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time rate of pay and two (2) times the employee's straight time rate of pay for authorized hours actually worked on the seventh consecutive day of work in any workweek; provided that, during duly declared emergencies by the Board, employees will be compensated at the rate of one and one-half (1 ½) times the employee's rate of pay for all hours worked in excess of forty (40) hours in a work week and neither the overtime after eight (8) hours nor the double-time on the seventh consecutive day provisions above shall apply.

Subd. 2. Compensatory Time Accrual and Use

An employee becomes eligible to earn compensatory time when he/she works more than forty (40) hours during a workweek or more than eight (8) hours during a workday. Compensatory time shall be granted for such hours only where such hours were worked for purposes consistent with the Board's policy and where the employee obtained the prior approval of his/her supervisor. When compensatory time is granted, the employee shall receive one and one-half (1½) hours of compensatory time for each hour actually worked.

Accrued compensatory time earned by an employee shall be credited to a compensatory time bank account. The maximum allowable balance in the compensatory time account for any employee is twenty-four (24) hours.

Compensatory time off shall be scheduled and approved in advance. Employees and their supervisors shall diligently work together to schedule compensatory time off so that the employees may make maximum use of their accrued compensatory time without unreasonably disrupting the business of the Board. All compensatory time must be reduced to zero (0) by December 10 of each year of this Agreement. Balances remaining as of December 10th will be paid in cash.

Subd. 3. Overtime for Park Patrol Agents

Overtime assignments are mandatory for Park Patrol Agents and will be made by reverse seniority if no one volunteers for the duty. Overtime will be compensated per FLSA for actual hours worked over eight (8) in a workday or over forty (40) in a workweek.

Extra Duty Assignments for Park Patrol Agents are voluntary. Compensatory time provisions do not apply to Extra Duty Assignments for Park Patrol Agents. Extra Duty Assignment hours will be compensated in cash as indicated in Section 5.06 of this Agreement.

Subd. 4. Hours Worked for the Purposes of Overtime Calculation

In calculating overtime hours, the following shall be included in the workweek: 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 show up ready for work.

Section 6.07. Notice of Work Change

Where work schedules are routinely subject to change, work schedules showing the regular shifts, days and hours of involved employees shall normally be prepared and posted at least ten (10) calendar days in advance of their effective date. Such work schedules, once posted, will only be modified when necessitated

by unscheduled employee absences, unscheduled changes in work load or emergency conditions. Chronic staffing shortages in and of themselves do not constitute an emergency situation for purposes of this subsection. However, if a department experiences chronic staffing shortages coupled with unscheduled employee absences and unscheduled changes in workload it may necessitate modifying an employee's schedule with less than ten (10) calendar days' notice.

Section 6.08. Shift Differential

An employee that works a scheduled shift in which a majority of the work hours fall between the hours of 6:00 p.m. and 6:00 a.m. shall be paid a shift differential of \$0.85 per hour beginning on January 1, 2020.

Section 6.09. Stand-by Pay for non-exempt employees

The term "stand-by" refers to employees required to be available as a witness for court matters at times that fall outside the employee's normally scheduled hours. All stand-by hours must have the approval of the department head or his/her designee. Employees properly authorized and required by Department rules to stand-by for duty shall be compensated at the rate of one (1) times the regular hourly rate. Time shall be calculated to the nearest one-half ($\frac{1}{2}$) hour. If stand-by status is canceled prior to 6:00 pm on the day preceding the scheduled stand-by status the Employer shall not be obligated to compensate an employee for stand-by status, If stand-by status is canceled after to 6:00 pm on the day preceding the scheduled stand-by status, but before 9:00 am on the day of the scheduled stand-by status, the Employer shall be required to compensate the employee for one (1) hour of stand-by. If stand-by status, the Employer shall be required to compensate the employee for the great of: two (2) hours of stand-by; or for the time actually served on stand-by status.

Section 6.10. On-Call Pay

The term "on call" is limited to a status in which an employee, though off duty, is required by the Employer, to be available for duty. The employee should receive clear advance notice that he/she will be "on call" and any schedule should be reasonable thus respecting the employee's personal life. The Employer shall establish the expectations associated with the on-call status A non-exempt employee designated to be "on-call" will receive one-quarter ($\frac{1}{4}$) hour of straight time pay for each hour the employee is on-call. No additional compensation shall be received unless called back to duty under the Call Back to Duty subdivision.

The "on call" employee is required to respond to telephone calls of up to an aggregate time of two (2) hours during the "on call" period without additional compensation. If the employee is required to spend more than two (2) hours on the telephone, the aggregate telephone time will be treated as the Call Back to Duty rate.

If called back to work, the employee will not receive the on-call compensation rate for that day but will be compensated for hours worked according to the Call Back to Duty rate.

Section 6.11. Call Back to Duty Pay

An employee called back to duty will earn the employee's overtime rate for the hours they are on duty.

ARTICLE 7 – VACATIONS

Section 7.01. Vacation Accrual Rates

Vacation with full pay is earned according to the following schedule and is prorated according to actual time worked:

1. Twelve (12) working days each year for the first four (4) years of employment.
2. Fifteen (15) working days each year beginning with the fifth (5th) year of employment.
3. Sixteen (16) working days each year beginning with the eighth (8th) year of employment.
4. Eighteen (18) working days each year beginning with the tenth (10th) year of employment.
5. Twenty-one (21) days each year beginning with the sixteenth (16th) year of employment.
6. Twenty-two (22) days each year beginning with the eighteenth (18th) year of employment.
7. Twenty-six (26) working days each year beginning with the twenty-first (21st) year of employment;

Section 7.02. Maximum Vacation Accrual

Maximum vacation accrual shall be fifty (50) days. Leave earned in excess will not be recorded and will be considered lost.

Section 7.03. Use of Vacation

Use of three or more consecutive days of vacation time, except in verifiable emergency situations, must be requested and approved by supervisors and/or managers a minimum of two weeks in advance in order to provide a reasonable amount of time for the Employer to determine sufficient staffing to continue operation of the division at any given time. However, employees may request supervisory approval to use 1 or 2 days of vacation for non-emergency purposes a minimum of two work days (48 hours) in advance of starting the requested time.

ARTICLE 8 – HOLIDAYS AND VOLUNTEER TIME

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:

New Year's Day, January 1

Martin Luther King's Birthday, the third Monday in January

Washington's and Lincoln's Birthdays, 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

Christopher Columbus Day/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 8.02. Holidays Falling on Weekend

When New Year's Day, January 1, Independence Day, Juneteenth, June 19, 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 scheduled working day immediately before and on the next scheduled working day immediately after such holiday, or is on regular vacation or sick leave properly granted.

Section 8.04. Work on a Holiday

Subd.1: Normal Work Week

Non-Exempt employees, except for those within the scope of subd. 2 below, who are eligible for holiday pay and who are compensated for overtime work at one and one-half (1 ½) times their hourly base rate of pay, shall be paid one and one-half (1 ½) times their hourly base rate of pay for each hour worked on a holiday in addition to the holiday pay for which they are entitled. When a day recognized by this agreement as a holiday falls on a Sunday, the following Monday shall be considered to be the holiday. When a day recognized by this agreement as a holiday falls on a Saturday, the preceding Friday shall be considered to be the holiday.

Subd.2: Non-Exempt Employees who Regularly Work Weekends

Notwithstanding other provisions of this article, those employees who are regularly scheduled to work on weekends shall work their regularly scheduled shift and their regular, year-round work schedules shall take the number of holidays referenced in section 8.01 of this article into account in determining the total number of days off per year. Such employees shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay if required to work on any actual holiday. Holidays falling on weekends shall not be observed on Fridays and/or Mondays by such employees.

Section 8.05. Religious Holidays. Employees may observe religious holidays on days which do not fall on Sunday or on a holiday as defined in Section 8.01, above. Such days off shall be taken off without pay unless 1) the employee has accumulated vacation benefits or compensatory time available in which case the employee may take such days off as vacation or compensatory time; or 2) the employee obtains supervisory approval to work an equivalent number of hours (at straight-time rates of pay) at some other time during the calendar year. The employee must notify the appropriate Assistant Superintendent at least ten (10) calendar days in advance of the religious holiday of his/her intent to observe such holiday. The Employer may waive this ten (10) calendar day requirement if the Employer determines that the absence of such employee will not substantially interfere with its operation.

Section 8.06. 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 and five (5) hours for a part-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.

Section 8.07. Volunteer Time

Each employee shall be credited with up to eight (8) hours for a full-time employee and up to five (5) hours for a part-time employee annually for paid time to volunteer. Such volunteer service must be of benefit to the Minneapolis park system or its partners (such as the Loppet, a golf course league, Spark'd Studios). Volunteer time requires prior supervisory approval, and verification from the volunteer organization must be provided to the employer within the same payroll cycle in which the volunteer time was served. No overtime or comp time will be earned as a result of volunteer time and such time must be served during a regularly scheduled work day.

ARTICLE 9 – SICK LEAVE

Section 9.01. Sick Leave Accrual

Sick leave with full pay is earned at the rate of eight (8) hours per month for permanently certified full time employees and is prorated according to actual time worked for permanently certified part-time employees.

Section 9.02. Sick Leave Use

An employee may use personal sick leave benefits for illness or injury, including, but not limited to: dental, medical, ocular, mental health, chiropractic, podiatry and chemical dependency.

For purposes of this section, "personal leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short or long term disability or other salary continuation of benefits.

On the same terms upon which the employee is able to utilize sick leave benefits for the employee's own illness or injury also applies to illness or injury of their child (minor), adult child, spouse, registered domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent. For the purpose of this section, "child" includes a step child and a biological, adopted, and foster child. For the purposes of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.

New employees are able to use sick time as they accrue it, but no negative accruals are permitted.

The employer shall not retaliate against an employee for requesting or obtaining leave of absence under this section.

Section 9.03 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 have reached age sixty (60) 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.

Subd. 2. Payment Method

One Hundred Percent 100% of the payment of accrued sick leave upon retirement shall be deposited into an 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 – Annual Sick Leave Credit Pay Plan.

An employee who satisfies the eligibility requirements of this Section, shall be entitled to make an election to receive payment for sick leave under the terms and conditions set forth below.

- a) Eligibility. An employee who has an accumulation of sick leave of sixty (60) days or more on December 1 of each year (hereafter an “Eligible Employee”) shall be eligible to make the election described below.
- b) Election. On or before December 10 of each year, the Employer shall provide to each Eligible Employee a written election form on which the Eligible Employee may elect whether he/she wants to receive cash payment for all or any portion of his/her sick leave that will be accrued during the calendar year immediately following the election (the “Accrual Year”). The employee shall deliver the election form to the Employer on or before December 31. Such election is irrevocable. Therefore, once an Eligible Employee transmits his/her election form to the Employer, the employee may not revoke the decision to receive cash payment for sick leave or change the amount of sick leave for which payment is to be made. If an Eligible Employee does not transmit an election form to the employer on or before December 31, he/she shall be considered to have directed the Employer to NOT make a cash payment for sick leave accrued during the Accrual Year.
- c) Payment. Within sixty (60) days after the end of the Accrual Year, an Eligible Employee who has elected to receive cash payment shall be paid as follows:
 - i. *At Least Sixty (60) Days, But Less Than Ninety (90) Days.* Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on fifty percent (50%) of the employee’s regular hourly rate of pay in effect on December 31 of the Accrual Year.
 - ii. *At Least Ninety (90) Days, But Less Than One Hundred Twenty (120) Days.* Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on seventy-five

percent (75%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

- iii. *At Least One Hundred Twenty (120) Days.* Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on one hundred percent (100%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

- d) Adjustment of Sick Leave Bank. The number of hours for which payment is made shall be deducted from the Eligible Employee's sick leave bank at the time payment is made.

- e) Deferred Compensation. Employees, at their sole option, may authorize and direct the Employer to deposit sick leave credit pay under Section 9.03c) to a deferred compensation plan or other tax qualified plan administered by the Employer provided such option is exercised at the same annual time as regular changes in deferred compensation payroll deductions are normally permitted.

Section 9.05. Verification of Sick Leave Use.

Five (5) or more consecutive days of sick leave shall require an appropriate health care provider in attendance and verification of such attendance. All other issues related to medical verification shall be as provided in Civil Service Rule 15.

ARTICLE 10 - LEAVE OF ABSENCE

Leave without pay is an option for employees if requested and approved by the employer. For more information, review the MPRB Leave of Absence Policy (<http://pbintra>)

Link to the MPRB Leaves of Absence Policy:

<https://minneapolisparcs.sharepoint.com/HR%20Policies/Leaves%20of%20Absence%20Policy.pdf>

ARTICLE 11 – GROUP INSURANCE

Section 11.01. Insurance Coverage

See Appendix B Annual Letter of Agreement

Section 11.03. Dental Insurance Premiums

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

Each employee eligible for insurance shall be enrolled 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 Insurance

Effective January 1, 2002, each permanent full-time employee shall be enrolled at no cost to the employee 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.

Section 11.06. Deferred Compensation

The Park Board will offer a voluntary Deferred Compensation Plan to match what the City of Minneapolis currently offers to certified employees.

Section 11.07. Tuition Reimbursement Policy

Link to the MPRB's Tuition Reimbursement Policy:

<https://minneapolisparcs.sharepoint.com/HR%20Policies/Tuition%20Reimbursement%20Policy.pdf>

ARTICLE 12 – 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 parent, stepparent, spouse, registered domestic partner within the meaning of Minneapolis Code of Ordinances Chapter 142, child, stepchild, brother, sister, stepbrother, stepsister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or members of the 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 individual demonstrated circumstances.

ARTICLE 13 – WORK RULES

Reasonable work rules will be formulated and posted. The Board will notify its employees and the Union of proposed changes to the work rules in advance of implementing the changes to provide the opportunity to meet and confer with the Union at its request.

ARTICLE 14 – LABOR RELATIONS

In order to improve and maintain positive labor relations, a Labor Management Committee consisting of the involved department heads and/or designee(s) and the Union's field representative or his/her designee shall meet at the request of the either party to this Agreement but no more than once each quarter to discuss matters of mutual interest and concern. The Union's representative selected by the bargaining unit shall be granted time off with pay to attend such meetings.

The Employer shall provide a quarterly list of members to the Union.

Section 14.01 – Work Place Environment

The Employer and the Union reaffirm their commitment to encourage and maintain a work environment that is hospitable to all employees, managers, and supervisors.

ARTICLE 15 – PRO-RATA BENEFITS

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

ARTICLE 16 – LEGAL REPRESENTATION

The Board will provide legal counsel to defend any employee against any action or claim for damages, including punitive damages, subject to limitations set forth in Minnesota Statute §466.07, based on allegations relating to any act or omission by the employee, provided the employee was acting in the performance of his/her position and was not guilty of malfeasance, willful neglect of duty or bad faith. Disputes over representation under this section are not subject to the grievance procedures set forth in this document.

ARTICLE 17 – UNIFORM ALLOWANCE

Section 17.01 Park Patrol Agents

Park Patrol will receive an annual allowance as reimbursement for part of the cost of required uniforms and equipment. Effective January 1, 2019 Park Patrol Agents will receive an annual uniform allowance of \$875.00 and indexed to inflation starting on January 1, 2020 for year one upon hire and \$650 indexed to inflation starting on January 1, 2020 for subsequent years. Payment will be submitted to the Payroll Division by the Director Park Safety and Security by July 1 of each year. Payments will be made as a lump sum in July of each year and will be based on the total number of hours worked.

Section 17.02 Safety Shoe Allowance

Any Job title that requires safety shoes as determined by Job Hazard Analysis or Division Head shall be eligible to participate in the Employers Safety Shoe Expense Reimbursement Program. Such programs shall provide an annual reimbursement of up to one hundred dollars (\$120.00) indexed to inflation starting on January 1, 2020 for purchase or repair of safety shoes, with a rollover of one (1) year. Employees shall be required to submit adequate proof of purchase or repair before reimbursement is made.

Section 17.03. Other Employees

If a department, division, or functional sub-division requires members to wear a specified uniform, it shall also form a Labor Management Committee to determine implementation guidelines. The guidelines shall include appropriate appearance issues, replacement issues, and/or reimbursement issues.

ARTICLE 18 – RECLASSIFICATION AND PAY EQUITY

Section 18.01. The Employer is committed to maintaining pay equity for its job classes that are defined by state statute as female dominated jobs and has previously agreed with the Union to pay salaries which reflect this commitment

Section 18.02.

Job Reevaluation and Reclassification:

Position Audit- Unless otherwise ordered by a court of competent jurisdiction, an employee who believes their individual position has changed due to the gradual changes over a period of time in the kind, responsibility, or difficulty of the work performed may request that their position be audited to assure proper classification. To request a position audit, the employee must submit a Job Analysis Questionnaire provided by the Human Resources Department. Requests for study of an employee's individual position may be submitted no more than once per every 24 calendar months unless the Parties agree that substantial changes have occurred in the position justifying the need for a new audit.

If the audit results in reclassification of the individual position, no vacancy shall be deemed to have been created. Upon reclassification to a position providing a higher maximum salary, the incumbent employee shall be appointed to the reclassified position and the incumbent employee's pay shall be affixed at the same step as the previous classification. The effective date of the reclassification for pay and seniority purposes shall be the date upon which the involved employee submitted a properly completed request for reclassification to the Employer's Human Resources Department with a copy to the involved Department Head or Manager. The provisions of this section shall apply only to the incumbent employee who has been permanently certified to the involved position.

Upon reclassification to a position providing a lower minimum salary, the involved incumbent employee may request that the reclassification be considered to be a layoff. If so requested, the provisions of Article 20 (Layoff and Recall from Layoff) shall be applied. In the alternative, the involved incumbent employee may elect to remain in the reclassified position and the incumbent employee's pay shall be determined in accordance with Section 5.07 Subd. 3 of this Agreement.

Where an employee of AFSCME Local 9 initiates a request for reclassification and a reclassification form is properly submitted to HR, an update will be provided within 60 Days of receipt.

Section 18.03. In the event that the Employer is determined by the State of Minnesota to be out of compliance with the pay equity statute, the Union and the Employer will negotiate appropriate salary ranges and rates for those jobs that need to be adjusted so the Employer continues to meet statutory requirements related to pay equity.

ARTICLE 19 – TEMPORARY PERMIT, PERMIT, AND DETAIL EMPLOYEES

Section 19.01. Temporary Permit Employees

The Employer may utilize the services of temporary permit employees to address temporary increases in workloads. "Temporary work" is defined as work not associated with a vacant position and with an expected duration of six (6) months or less. If the Employer has knowledge of the need for a longer duration, the Employer shall notify the Union and provide the rationale and the expected duration. The initial term of the temporary permit may be extended upon consent of the Union. Should the temporary work last more than one (1) year, the position can not be filled using this provision without the consent of the Union.

Section 19.02. Permit Employees

The Employer may utilize the services of “Permit” employees to:

- a. Replace employees on a paid or unpaid leave of absence; or
- b. Fill a vacant position pending the selection of a permanent employee.

“Permit employee”, as used in this subdivision, is associated with a funded position.

Section 19.03. Detail Employees

The Employer may utilize the services of a “Detail” employee to:

- a. Replace employees on a paid or unpaid leave of absence; or
- b. Fill a vacant position pending the selection of a permanent employee; or
- c. Complete special assignments or projects of no more than 6 months in duration provided that extensions may be granted only upon consent of the Union.

“Detail employee”, except when due to “c” special assignments or projects, as used in this subdivision, is associated with a funded position where the assigned employee is a current Minneapolis Park and Recreation Board employee.

Section 19.04. Credit Towards Minneapolis Park and Recreation Board and Classification Seniority, Pay Progression and Benefit Eligibility

Temporary service in a position immediately preceding certification to that position shall count toward Minneapolis Park and Recreation Board and Classification seniority, benefit eligibility (without retroactivity), and pay progression requirements provided there has been no interruption as defined in Section 22.03 Subd. 1 of this Agreement.

Section 19.05. Credit Towards Minneapolis Park and Recreation Board Probation

Continuous and unbroken time served in a non-certified or temporary position will count for up to six (6) months of probation if that service was in the same title of a certified position in which they are hired.

ARTICLE 20 – LAYOFF AND RE-EMPLOYMENT

Section 20.01. Purpose: The purpose of this section is to establish layoff policies and employee rights and privileges upon re-employment. For the purposes of this Article, re-employment includes call back from layoff. The affected employee may be laid off from a position and continue to work in another position or no longer be working in any position.

Section 20.02. Layoffs and Bumping: Whenever any permanent position is to be abolished or it becomes necessary because of a lack of funds, lack of work, or reorganization to reduce the number of employees in the classified service of any department, the department head shall immediately report such pending layoffs to the Manager, Human Resources. Then, pursuant to the following guidelines, the Manager, Human Resources 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.

Subd. A. General Order of Layoff: Except when layoff is for medical or similar reasons, 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
3. Intermittent employees
4. Part-time employees
5. Persons appointed to permanent positions

Subd. B. Layoff Based on Seniority: The employee first laid off shall be the employee in the department who was last certified to the class in which reductions are to be made.

Subd. C. Exceptions: Regardless of the official priority of layoff, an employee may be retained on an emergency basis for up to ten (10) working days longer to finish an assignment.

Section 20.03. Re-employment of Laid Off Employees: Any employee in the classified service who has been laid off may be re-employed without written examination in a vacant position of the same class within three (3) years of the layoff. The employee must continue to meet all of the terms, conditions, and requirements of the position, must pass a physical (if necessary for the position), must pass a background investigation and must possess all required licenses and certifications to the position. An employee recalled from layoff who declines an appointment, no longer meets the current qualification for the job including but not limited to any physical or licensing requirements, or is unable to perform the essential functions of the job will be removed from the recall list, unless a waiver for satisfactory reason is approved by the Minneapolis Park and Recreation Board. Failure to receive an appointment within the three years will result in the eligible 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 Minneapolis Park and Recreation Board and the City of Minneapolis Civil Service Commission by the employee of such military service.

Section 20.04 Subcontracting and Privatization: The employer shall provide the Union with a copy of any request for proposal which would result in the subcontract or privatization or outsourcing of bargaining unit work that would eliminate or supplant unit positions at the same time such request for proposal is made public. The employer shall provide the Union with thirty (30) days written notice prior to the effective date of any subcontract or privatization agreement which may have an adverse effect on bargaining unit employees. At the request of the Union, the parties shall meet and confer in an effort to minimize the adverse effects of the Employer's decision upon affected bargaining unit employees.

ARTICLE 21 - EMPLOYEE DISCIPLINE AND DISCHARGE

Section 21.01 – Just Cause

Disciplinary action may be imposed upon an employee who has satisfactorily completed the initial probationary period only for just cause. Disciplinary investigations shall be completed and discipline imposed in a timely manner.

Section 21.02 Progressive Discipline

Disciplinary action shall normally include only the following measures and, depending upon the seriousness of the offense and the relevant factors, shall normally be administered progressively in the following order:

Subd. 1. Verbal Reprimands

Subd. 2. Written Reprimands

Subd. 3. Suspensions from duty without pay

Subd. 4. Demotion in position and/or pay or discharge from employment.

If the Employer has reason to reprimand an employee, it shall not be done in the presence of other employees or the public. Additionally, unless there are timing issues, incidents of misconduct should not be tiered unless the employee is made aware of the infraction(s).

Section 21.03 – Discipline Due Process

No employee shall be disciplined (suspension, demotion, discharge) without having been afforded an opportunity to hear the reason(s) for the discipline and without an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discipline and/or any extenuating or mitigating circumstances which the employee believes is relevant to the discipline decision. Such opportunities shall be provided in a conference with the Employer which shall be conducted after reasonable advance notice to the employee and his/her Union representative who shall be permitted to attend the conference. If a conference is to be conducted, the involved employee(s) shall remain in pay status until the conference has been completed.

Section 21.04 Disciplinary Action Records

A written record of all disciplinary actions within the meaning of this article shall be provided to the involved employee(s) and may be entered into the employee's personnel record. Investigations into conduct which do not result in disciplinary action, however, shall not be entered into the employee's personnel record. When a disciplinary action more severe than a written reprimand is imposed, the Employer shall notify the employee in writing of the specific reason(s) for such action at the time such action is taken and provide the Union with an informational copy.

An employee may request that a written reprimand be expunged from their personnel file once during the term of their employment with the Employer provided that three (3) years have passed from the date the written reprimand was issued and there has been no subsequent discipline. The employee must submit the request, in writing, to the Human Resources Department.

Section 21.05 Disciplined Employee's Response

Any employee who is disciplined by written reprimand, suspension, demotion or discharge (and/or such employee's Union representative) shall be entitled to have a written response, if any, included in their personnel record, if filed with the Employer within twenty (20) calendar days of the issuance thereof.

ARTICLE 22 - SENIORITY

Section 22.01 Seniority Defined

When used in this Agreement, the terms Park and Recreation Board seniority and classification seniority shall have the meanings given them below:

Subd. 1. Park and Recreation Board Seniority Defined

Park and Recreation Board seniority is defined as the length of uninterrupted employment with the Employer and based on the employee's initial certification date. Effective for employee's hired on or after January 1, 1998, Park and Recreation Board seniority is defined as the length of uninterrupted employment with the Employer and based on the date of the employee's first day of employment.

Subd. 2. Classification Seniority Defined

Classification seniority is defined as the length of employment within a job classification and based on the employee's certification number. Effective for employee's hired on or after January 1, 1998 or changing classifications on or after January 1, 1998, classification seniority is defined as the length of employment within a job classification and based on the date the employee began working in that classification on a permanent basis.

Subd 3. Operational Seniority Defined

Operational seniority: For operational purposes, i.e., circumstances when seniority is used as a means for determining the operational hierarchy (selection of shifts, schedules, vacation, etc.), an employee returning to a previously held title shall not receive credit for previous service unless recalled or returned due to the failure to complete probation.

Subd.4. Ties in Seniority

Ties in classification seniority shall be broken by Park and Recreation Board seniority. Ties in Park and Recreation Board seniority shall be broken randomly by the HRIS system.

Section 22.02 System Seniority Credit

Upon hiring an applicant who was previously employed by the City of Minneapolis, the Employer shall grant Park and Recreation Board and classification seniority credit for all purposes provided such applicant's employment is continuous between such boards and the Employer and to the extent that such boards afford reciprocal recognition of seniority credit to the employees covered by this Agreement.

Section 22.03 Loss of Seniority

Subd. 1. Seniority Interruption

An employee's Park and Recreation Board and Classification seniority shall be tolled, e.g. frozen and not subject to accrual, during each full payroll period during which an employee is on unpaid status. Exceptions to this provision are Budgetary leave, Military leave, Worker's Compensation leave or a family medical leave under the Family Medical Leave Act.

Subd. 2. Seniority Loss

An employee's seniority shall be lost and his/her employment shall be terminated upon the occurrence of any of the following:

- a. He/she quits or retires and does not rescind such action within five (5) calendar days;
- b. He/she is discharged and the discharge is not reversed;

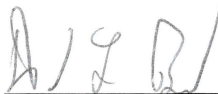
c. He/she has been laid off and not actively working for the Employer for a period of three (3) years.

ARTICLE 23 – EFFECTIVE DATE

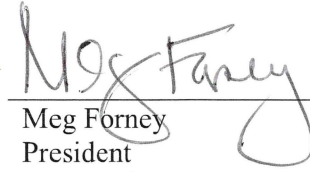
This Agreement will be effective for the period of January 1, 2019 through December 31, 2021 and is executed and signed by the parties hereto through their lawfully designated officers pursuant to the authority of the Board and pursuant to the authorization of the members and officers of Local 9.

THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 5, LOCAL NO. 9


MINNEAPOLIS PARK AND RECREATION
BOARD

 10-25-22

David Bard Date
Business Representative, AFSCME Local 9

 12/16/22

Meg Forney Date
President

 11/10/22

Sarah Maxwell Date
President, AFSCME Local 9

 12/14/2022

Jennifer Ringold Date
Secretary to the Board

 10-26-22

Bart Andersen Date
West Team Region Director, AFSCME C5

APPENDIX A –PAY SCHEDULES

Effective January 1, 2022 (2.25%)

Job Code	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
00030P	Account Clerk I -P	\$19.125561	\$19.940128	\$21.134081	\$21.982121	\$22.796688		
00070P	Account Clerk II -P	\$26.780250	\$27.896094	\$29.614495	\$30.641070	\$32.002399		
00076P	Accounting Technician-P	\$27.103845	\$28.465175	\$29.893455	\$31.377526	\$32.950866		
07281P	Administrative Assistant I-P	\$21.904013	\$23.298817	\$24.615515	\$26.021478	\$26.981102		
07284P	Administrative Assistant II-P	\$25.831784	\$27.494390	\$29.469435	\$31.656489			
07285P	Administrative Assistant III-P	\$28.554442	\$30.384426	\$32.370628	\$34.691583			
10685P	Archivist & Rcds Splist PT-P	\$26.946406	\$28.158994	\$29.426149	\$30.603194	\$31.827322		
02850P	Customer Service Rep I-P	\$22.283400	\$23.667047	\$25.050693	\$26.144220	\$29.190473		
04032P	Engineering Technician II - P	\$33.031600	\$34.518021	\$36.071333	\$37.514186	\$39.014753		
08330P	Environmental Prg Specialist-P	\$27.706072	\$28.952845	\$30.255724	\$31.465954	\$32.724591		
04240P	Event Technician-P	\$26.702142	\$27.907253	\$29.156997	\$30.317475	\$31.533745		
04238P	Executive Assistant-P	\$26.802568	\$28.007680	\$29.268583	\$30.440219	\$31.667647	\$32.928550	\$34.256403
05260P	GIS Technician-P	\$31.451212	\$32.866517	\$34.345510	\$35.719332	\$37.148104		
05781P	IT Support Tech I(Print)-P	\$22.283400	\$23.286153	\$24.334030	\$25.307390	\$26.319687		
05780P	IT Support Technician-P	\$28.038433	\$29.300162	\$30.618670	\$31.843416	\$33.117153		
08340P	Memorial Tribute Specialist-P	\$28.726588	\$30.019284	\$31.370153	\$32.624959	\$33.929957		
07218P	Natural Resources Technician-P	\$27.706077	\$28.952849	\$30.255729	\$31.465958	\$32.724596		
07405P	Park Patrol Agent Permanent-P	\$19.471474	\$21.692002	\$23.633571	\$25.965684	\$27.215684		
07410P	Park Patrol Agent PtTm Crtfd-P	\$19.471474	\$21.692002	\$23.633571	\$25.965684	\$27.215684		
08717P	Recreation Front Desk PT-P	\$18.004201	\$18.796429	\$19.632069	\$20.424297	\$22.659899		
10900P	Water Quality Specialist-P	\$30.731196	\$32.114099	\$33.559233	\$34.901602	\$36.297667		

Effective January 1, 2023 (2.5%)

Job Code	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
00030P	Account Clerk I -P	\$19.603700	\$20.438632	\$21.662433	\$22.531674	\$23.366605		
00070P	Account Clerk II -P	\$27.449757	\$28.593497	\$30.354857	\$31.407097	\$32.802459		
00076P	Accounting Technician-P	\$27.781441	\$29.176804	\$30.640792	\$32.161964	\$33.774638		
07281P	Administrative Assistant I-P	\$22.451614	\$23.881287	\$25.230903	\$26.672015	\$27.655630		
07284P	Administrative Assistant II-P	\$26.477578	\$28.181750	\$30.206171	\$32.447901			
07285P	Administrative Assistant III-P	\$29.268303	\$31.144037	\$33.179894	\$35.558873			
10685P	Archivist & Rcds Splist PT-P	\$27.620066	\$28.862968	\$30.161803	\$31.368274	\$32.623005		
02850P	Customer Service Rep I-P	\$22.840485	\$24.258723	\$25.676960	\$26.797825	\$29.920235		
04032P	Engineering Technician II - P	\$33.857390	\$35.380972	\$36.973116	\$38.452040	\$39.990122		
08330P	Environmental Prg Specialist-P	\$28.398724	\$29.676666	\$31.012117	\$32.252603	\$33.542706		
04240P	Event Technician-P	\$27.369695	\$28.604934	\$29.885921	\$31.075412	\$32.322088		
04238P	Executive Assistant-P	\$27.472632	\$28.707872	\$30.000298	\$31.201224	\$32.459338	\$33.751764	\$35.112813
05260P	GIS Technician-P	\$32.237493	\$33.688180	\$35.204148	\$36.612315	\$38.076807		
05781P	IT Support Tech I(Print)-P	\$22.840485	\$23.868307	\$24.942380	\$25.940075	\$26.977679		
05780P	IT Support Technician-P	\$28.739393	\$30.032666	\$31.384137	\$32.639501	\$33.945082		
08340P	Memorial Tribute Specialist-P	\$29.444753	\$30.769766	\$32.154407	\$33.440583	\$34.778206		
07218P	Natural Resources Technician-P	\$28.398729	\$29.676670	\$31.012122	\$32.252607	\$33.542711		
07405P	Park Patrol Agent Permanent-P	\$19.958260	\$22.234302	\$24.224410	\$26.614826	\$27.864826		
07410P	Park Patrol Agent PtTm Crtfd-P	\$19.958260	\$22.234302	\$24.224410	\$26.614826	\$27.864826		
08717P	Recreation Front Desk PT-P	\$18.454307	\$19.266340	\$20.122870	\$20.934905	\$23.226396		
10900P	Water Quality Specialist-P	\$31.499475	\$32.916952	\$34.398214	\$35.774142	\$37.205109		

Effective January 1, 2024 (2.5%)

Job Code	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
00030P	Account Clerk I -P	\$20.093792	\$20.949597	\$22.203994	\$23.094966	\$23.950770		
00070P	Account Clerk II -P	\$28.136001	\$29.308334	\$31.113728	\$32.192275	\$33.622521		
00076P	Accounting Technician-P	\$28.475977	\$29.906225	\$31.406811	\$32.966013	\$34.619004		
07281P	Administrative Assistant I-P	\$23.012904	\$24.478320	\$25.861675	\$27.338815	\$28.347020		
07284P	Administrative Assistant II-P	\$27.139518	\$28.886294	\$30.961325	\$33.259098			
07285P	Administrative Assistant III-P	\$30.000011	\$31.922638	\$34.009391	\$36.447845			
10685P	Archivist & Rcds Splist PT-P	\$28.310567	\$29.584543	\$30.915848	\$32.152481	\$33.438580		
02850P	Customer Service Rep I-P	\$23.411497	\$24.865191	\$26.318884	\$27.467771	\$30.668241		
04032P	Engineering Technician II - P	\$34.703824	\$36.265496	\$37.897444	\$39.413341	\$40.989875		
08330P	Environmental Prg Specialist-P	\$29.108692	\$30.418583	\$31.787420	\$33.058918	\$34.381273		
04240P	Event Technician-P	\$28.053938	\$29.320058	\$30.633069	\$31.852297	\$33.130140		
04238P	Executive Assistant-P	\$28.159448	\$29.425569	\$30.750305	\$31.981255	\$33.270822	\$34.595558	\$35.990634
05260P	GIS Technician-P	\$33.043430	\$34.530385	\$36.084252	\$37.527623	\$39.028727		
05781P	IT Support Tech I(Print)-P	\$23.411497	\$24.465015	\$25.565940	\$26.588577	\$27.652121		
05780P	IT Support Technician-P	\$29.457878	\$30.783483	\$32.168741	\$33.455489	\$34.793709		
08340P	Memorial Tribute Specialist-P	\$30.180872	\$31.539010	\$32.958267	\$34.276597	\$35.647661		
07218P	Natural Resources Technician-P	\$30.180872	\$31.539010	\$32.958267	\$34.276597	\$35.647661		
07405P	Park Patrol Agent Permanent-P	\$20.457217	\$22.790160	\$24.830021	\$27.280197	\$28.530197		
07410P	Park Patrol Agent PtTm Crtd-P	\$20.457217	\$22.790160	\$24.830021	\$27.280197	\$28.530197		
08717P	Recreation Front Desk PT-P	\$18.915664	\$19.747999	\$20.625942	\$21.458277	\$23.807056		
10900P	Water Quality Specialist-P	\$32.286962	\$33.739875	\$35.258169	\$36.668496	\$38.135237		

¹ 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.

APPENDIX B

MINNEAPOLIS PARK and RECREATION BOARD

and

AFSCME Council 5, Local 9

LETTER OF AGREEMENT

LETTER OF AGREEMENT
2022 Health Plan

WHEREAS, the Minneapolis Park and Recreation Board (hereinafter “Park Board”) and the AFSCME District Council No. 5, Local Union No. 9 (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, 2022;

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows for the period January 1, 2022 through December 31, 2022:

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, 2021 (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, 2021 (the “standard premiums equivalents”). Any changes to the wellness program requirements, including those implemented for 2022, will be agreed upon by the Benefits Subcommittee of the Citywide Labor Management Committee. For 2022, the ‘wellness premium equivalent’ will also apply to all employees who are newly enrolled in the medical plan after June 1, 2021. The wellness program requirements for 2022 (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, 2022 through December 31, 2022, the Park Board will pay \$604.00 per month for employees who elect single coverage under the medical plan. For the period January 1, 2022 through December 31, 2022, the Park Board will pay \$1,634.00 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, 2022 through December 31, 2022 are as set forth below. The parties agree to these rates even though they do not reflect the cost-sharing percentages of 82.5% (Park Board) and 17.5% (employees) required under the prior Letters of Agreement between the Parties. The Park Board agrees to these rates for 2022 as consideration for adjustments made by the Union for the 2021 rates. The Union agrees that the 2022 rates reflect fair and adequate consideration for its 2021 adjustments.
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 \$1,080.00 for employees who elect single coverage and \$2,280.00 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 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; however, absent a subsequent agreement, the Park Board shall bear 82.5% of any aggregate medical premium equivalent increase and the employees shall bear 17.5% of any aggregate medical premium equivalent increase.
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.
14. The terms of this agreement shall be incorporated into the Collective Bargaining Agreement as appropriate without additional negotiations.

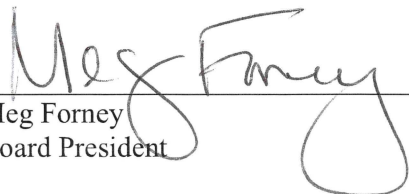
THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below:

FOR THE MINNEAPOLIS PARK AND RECREATION BOARD:



Jennifer Ringold
Board Secretary

12/14/2022
DATE



Meg Forney
Board President


12/15/22
DATE

FOR THE UNION:



Sarah Maxwell
President

12/8/22
DATE



David Bard
Field Representative

12-5-22
DATE

APPENDIX C

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 5, LOCAL UNION NO. 9, AFL-CIO
(Minneapolis Park and Rec. Clerical and Technical Unit)

And

MINNEAPOLIS PARK AND RECREATION BOARD

LETTER OF AGREEMENT

Amending ARTICLE 19 – TEMPORARY PERMIT, PERMIT, AND DETAIL EMPLOYEES

WHEREAS, the American Federation of State, County and Municipal Employees, District No. 5, Local Union No. 9, AFL-CIO (hereinafter the “Union”) and the Minneapolis Park and Recreation Board (hereinafter “Employer”) (the Employer and Union are hereinafter jointly referred to as the “Parties”) have made and entered into a labor agreement by and between the Parties; and

WHEREAS, the Parties desire a clear understanding of the rights of permit and temporary permit employees after 67 days of work;

NOW, THEREFORE BE IT RESOLVED, it is hereby agreed to amend ARTICLE 18 as follows
Section 19.05 Work on a Holiday for Temporary Permit and Permit Employees

If a holiday is worked by any temporary permit or permit employee after they have worked 67 days that employee shall receive cash overtime pay for hours actually worked.

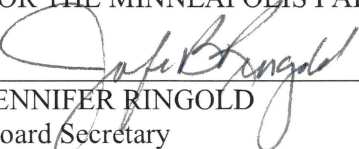
Section 19.06 Union Rights of Temporary Permit and Permit Employees

After 67 days any temporary permit and permit employees with titles represented by this contract 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 21 will not apply. Any articles referring to benefits (ARTICLE 7 – Vacations, ARTICLE 8 – Holidays, ARTICLE 9 – Sick Leave, ARTICLE 11 – Group Insurance, ARTICLE 12 - Bereavement Leave and APPENDIX B – Health Care Insurance) do not apply.

THEREFORE BE IT FURTHER RESOLVED, that this will be in effect to December 31 2024 and any temporary permit and permit employees, after working 67 days, will receive retro pay for any hours worked on a holiday.

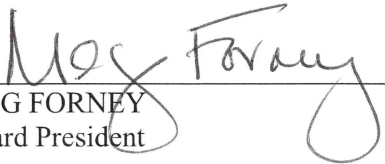
THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below:

FOR THE MINNEAPOLIS PARK AND RECREATION BOARD:



JENNIFER RINGOLD
Board Secretary


12/14/2022
DATE



MEG FORNEY
Board President

12/15/22
DATE

FOR THE UNION:



SARAH MAXWELL
PRESIDENT

12/8/22
DATE



DAVID BARD
FIELD REPRESENTATIVE, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, DISTRICT COUNCIL NO. 5, LOCAL UNION NO. 9 AFL-CIO

12-5-22
DATE

APPENDIX D

MINNEAPOLIS PARK AND RECREATION BOARD

AND

**AMERICAN FEDERATION OF STATE, COUNCIL AND MUNICIPAL EMPLOYEES,
DISTRICT COUNCIL NO. 5, LOCAL UNION NO. 9, AFL-CIO**

LETTER OF AGREEMENT

Phased Retirement Option

WHEREAS, the Minneapolis Park and Recreation Board (hereinafter “Employer”) and the American Federation Of State, Council and Municipal Employees, District Council No. 5, Local Union No. 9, AFL-CIO (hereinafter “Union”) are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, PERA has a phased retirement option; and


WHEREAS, the Union proposed new phased retirement language be added to the contract;

NOW, THEREFORE BE IT RESOLVED, that the Parties agree to the following:

- 1) Eligible AFSCME represented employees may participate in the Phased Retirement Option (PRO) offered by the Public Employees Retirement Association of Minnesota (PERA) as outlined in RESOLUTION 2009R-413 adopted 8/28/09 by the Minneapolis City Council. Participation in this program is the discretion of the employer and requirements and regulations of the program are outlined by PERA.

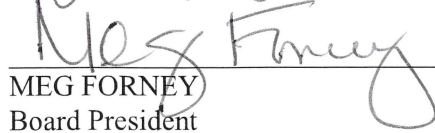
THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below.

FOR THE MINNEAPOLIS PARK AND RECREATION BOARD:



JENNIFER RINGOLD
Board Secretary

12/14/2022
DATE



MEG FORNEY
Board President

12/16/22
DATE

FOR THE UNION:


SARAH MAXWELL

PRESIDENT

WJ 2 RJ

DAVID BARD

FIELD REPRESENTATIVE, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, DISTRICT COUNCIL NO. 5, LOCAL UNION NO. 9 AFL-CIO

12/8/22
DATE

12-5-27
DATE

APPENDIX E

MINNEAPOLIS PARK & RECREATION BOARD

AND

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,
DISTRICT COUNCIL NO. 5 LOCAL UNION NO. 9, AFL-CIO**

LETTER OF AGREEMENT

COVID FRONTLINE WORKER PAY

WHEREAS, the Minneapolis Park and Recreation Board (hereinafter “Employer”) and the American Federation of State, County and Municipal Employees District Council No. 5 Local Union No. 9 AFL_CIO (hereinafter “Union”) (collectively the “Parties”) are parties to a Collective Bargaining Agreement that is currently in force; and

NOW, THEREFORE BE IT RESOLVED that the parties agree as follows:

1. A one-time payment will be made by Employer to all members of Union that are eligible employees.
2. Employees are eligible if employed by Employer continuously from January 1, 2022, through September 30, 2022, in a frontline position. A frontline position is one that does not qualify for telework. *See listed job titles.*
 - Customer Service Rep I – P
 - Event Technician – P
 - GIS Technician – P
 - IT Support Technician – P
 - IT Support Technician I (Print) – P
 - Natural Resources Technician – P
 - Park Patrol Agent Permanent – P
 - Park Patrol Agent PtTm Crtfd – P
 - Memorial Tribute Specialist – P
 - Recreation Front Desk PT - P
3. The amount of this one-time payment will be \$1,000 for employees in full-time certified positions, and the amount will be \$500 for employees in part-time certified positions.
4. Employees hired after January 1, 2022, are ineligible for COVID Frontline Worker Pay.

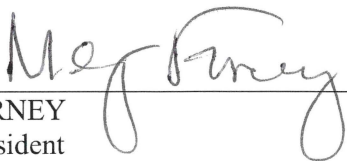
THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below.

FOR THE MPRB:



JENNIFER RINGOLD
Board Secretary

12/14/2022
DATE



MEG FORNEY
Board President

12/16/22
DATE

FOR THE UNION:



SARAH MAXWELL
PRESIDENT

12/8/22
DATE



DAVID BARD
FIELD REPRESENTATIVE, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, DISTRICT COUNCIL NO. 5, LOCAL UNION NO. 9 AFL-CIO

12-5-22
DATE

APPENDIX F

MINNEAPOLIS PARK & RECREATION BOARD

AND

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,
DISTRICT COUNCIL NO. 5 LOCAL UNION NO. 9, AFL-CIO**

LETTER OF AGREEMENT

FAIR SHARE FEE PAYROLL DEDUCTION

WHEREAS, the Minneapolis Park and Recreation Board (hereinafter “Employer”) and the American Federation of State, County and Municipal Employees District Council No. 5 Local Union No. 9 AFL_CIO (hereinafter “Union”) (collectively the “Parties”) are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, on June 27, 2018 the United States Supreme Court decided Janus v. AFSCME Council 31 broadly ruling that public-sector employers and unions may not require that an agency fee, or any other payment to a union, be withheld from a non-union member’s paycheck, unless the nonmember clearly and affirmatively consents to the payment;


WHEREAS, all “Fair Share” language and references were removed from the Agreement during this negotiation to remain compliant with the above-mentioned Supreme Court decision.

NOW, THEREFORE BE IT RESOLVED that the parties agree as follows:

Should the State or Federal statutes change regarding “Fair Share” fees, the applicable language and references shall be added back into the Agreement without negotiation.

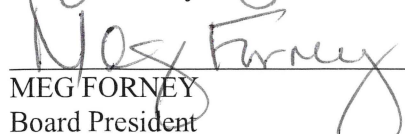
THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below.

FOR THE MPRB:



JENNIFER RINGOLD
Board Secretary

12/14/2022
DATE



MEG FORNEY
Board President

12/16/22
DATE

FOR THE UNION:

Sarah Maxwell

SARAH MAXWELL
PRESIDENT

12/8/22
DATE

D. J. Bard

DAVID BARD
FIELD REPRESENTATIVE, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, DISTRICT COUNCIL NO. 5, LOCAL UNION NO. 9 AFL-CIO

12-5-22
DATE

ATTACHMENT A – DEFINITIONS

Bumping is the process where an employee whose position is eliminated takes the position of a less senior employee in a lower classification.

Certification is the process of sending the requisitioning department the names of persons who are eligible for hire.

Certification Date is the date the Civil Service System sent the list of eligible candidates to the Minneapolis Park and Recreation Board.

Certification Number is the number assigned by the Civil Service System to each candidate on the list of eligible candidates.

Certified employee is one who has been hired by a Minneapolis Park and Recreation Board department from a list of eligible candidates.

Classification seniority is the length of employment within a job classification and based on the employee's certification number. Effective for employees hired on or after January 1, 1998 or changing classifications on or after January 1, 1998, classification seniority is defined as the length of employment within a job classification and based on the date the employee began working in that classification on a permanent basis.

Classified Service is made up of job titles subject to Civil Service Commission Rules and/or Collective Bargaining Agreements.

Commission is the Civil Service Commission.

Detail is the temporary assignment of a Minneapolis Park and Recreation Board employee to a different job class than their permanent classification.

Detail employee is a current Minneapolis Park and Recreation Board employee who temporarily replaces an employee on a leave of absence, fills a vacant position pending the selection of a permanent employee or to complete a special assignment or project.

Displacement is the process where an employee whose position is eliminated takes the position of the least senior employee holding the same classification title.

Eligible Candidate is a person who is qualified for a position and may be selected for hire.

Employee is each worker in the Minneapolis Park and Recreation Board.

Employer is the Minneapolis Park and Recreation Board or its designee. For labor contract interpretation, implementation and negotiations the designee is the appropriate General Manager.

Exempt employee is an employee that is not subject to the overtime provisions of the Fair Labor Standards Act (FLSA).

Grade Level is the relative rank assigned to a classification title when it is compared to other classification titles within the Civil Service classification structure.

Grievance is a method to address alleged violation(s) to the proper interpretation or application of the express terms and provisions of the collective bargaining agreement.

Incumbent employee is one who holds a specific position

Job Class is one or more positions sufficiently similar with respect to duties and responsibilities so that the same descriptive title may be used to designate each position assigned to the class; the same minimum qualifications are needed for performance of the duties of the class; and the same schedule of pay is applied to all positions in the class.

Job Class Series are groups of occupational classifications that build on the lower graded classification through increasing requirements for knowledge and experience.

Job Class Specification is a written statement describing typical duties; responsibilities; entrance qualification standards and knowledge, abilities, and skills required for a class of positions.

Job Class Title is the official title of each position and used on all official records and reports relating to the position.

Job Evaluation is the process of analyzing each position's or group of positions' duties and responsibilities being performed to determine the level of responsibility, the differences and similarities of the duties to those of other positions in the system, and the most appropriate job class and grade level.

Job sharing employees are two or more employees that fill one position.

Laid-off employee is one who no longer works for the Minneapolis Park and Recreation Board because his/her permanent position was abolished due to lack of funding or lack of work or because he/she no longer meets the minimum qualifications of the position and who is eligible to be recalled to employment.

Layoff is the reduction in the number of employees due to a lack of work or lack of funds or failure to meet the current minimum qualifications of the position.

List of Eligible Candidates is the names of all candidates who pass a pre-selection examination(s) and are ranked from highest to lowest according to final scores. For the purposes of this agreement, "list of eligible candidates" shall be synonymous to "requisition list".

Mediation is an attempt to bring about a mutually agreeable solution to a grievance.

Minneapolis Park and Recreation Board seniority is the length of uninterrupted employment with the Employer and based on the employee's initial certification date. Effective for employees hired on or after January 1, 1998, Minneapolis Park and Recreation Board seniority is defined as the length of uninterrupted employment with the Employer and based on the date of the employee's first day of employment.

Non-exempt employee is an employee that is subject to the overtime provisions of the Fair Labor Standards Act (FLSA).

Payroll Period is the biweekly basis for issuance of pay to employees. Employees shall normally be paid every other Friday.

Permanent Employee is an employee in the classified service who has successfully completed their initial hire probationary period.

Permanent Full-time Employee is one who, as a general rule, works at least 80% of each normal work week.

Permanent Intermittent employee is one who is employed at irregular time periods and/or on an irregular basis or at a particular time of the year.

Permanent Part-time Employee is one who, as a general rule, works less than 80% of each normal work week.

Permit employee is one who temporarily replaces a permanent employee on a paid or unpaid leave or fills a vacant position pending the selection of a permanent employee.

Probationary Period is a period after appointment during which a new, promoted, transferred or job bank employee demonstrates fitness for the position by performing the duties of the position.

Promotional Examination is a selection method limited to employees in the classified service who meet minimum qualifications.

Requisition is a department request for names of eligible candidates to fill an authorized vacancy

Temporary permit employee is one who is employed to address temporary increases in workloads, not associated with a vacant position and an expected duration of six months or less.

Transfer is a change by an employee from one position to another position of the same job title in another department without examination.

Veteran is a citizen of the United States or a resident alien who has been separated under honorable conditions from any branch of the armed forces of the United States after having served on active duty for 181 consecutive days or by reasons of disability incurred while serving on active duty, or who has met the minimum active duty requirement as defined by Code of Federal Regulations, title 38, section 3.12a, or who has active military service certified under section 401, Public Law Number 95-202. The active military service must be certified by the United States Secretary of Defense as active military service and a discharge under honorable conditions must be issued by the Secretary. (Defined under Minnesota Statutes and may be amended by the State Legislature from time to time)

Veterans Preference is an advantage granted to veterans by Minnesota Statutes.

Work Schedule includes the work shifts, work breaks, and staffing schedules established by the MPRB in order to accomplish the work of the MPRB. Individual Employee are assigned to a work schedule by MPRB.

Work Week is a seven (7) day calendar period designated by the MPRB. Normally the work week will consist of five (5) eight (8) hour shifts in the seven (7) calendar day period.