

MINNEAPOLIS PARK AND RECREATION BOARD

and

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

LIFEGUARD UNIT COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE January 1, 2022 - December 31, 2024

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**COLLECTIVE BARGAINING AGREEMENT COVERING
LIFEGUARD 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
RECOGNITION**

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 21PCE2265 as "All Minneapolis Park and Recreation Board Employees in the position of Certified Lifeguard and Certified Head Lifeguard who are public employees within the meaning of Minn. Stat. 179A.03, excluding supervisory and confidential employees" and as such the Union is authorized under law to enter into this Agreement for and on behalf of the employees it represents.

**ARTICLE 2
UNION SECURITY**

Section 2.01. Union Dues, PEOPLE, Stewards

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 canceled 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.

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 2.02. 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 2.03. Union Leave

Subd. 1. 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.

Subd. 2. 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~~7~~ 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 Assistant Superintendent but shall not be subject to the grievance procedure contained in Article 4 of this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.01. Management Rights

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 4 CIVIL SERVICE RULES and NO STRIKE - NO LOCKOUT

Section 4.01. 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 4.02. 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 4.03. 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 5 GRIEVANCE PROCEDURE

Section 5.01.

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 5.02. 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 Fifteen (15) business days of the event which gave rise to the grievance or within Fifteen (15) business 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 Assistant Superintendent or Department Head 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 fifteen (15) business days after receipt of the grievance.

Step 3: If a grievance is not resolved in Step 2 and the Union wishes to continue the grievance, the Union shall, within ten (10) business days after receipt of the department head's answer, present the written grievance and reply to the appropriate Assistant Superintendent. The Assistant Superintendent shall give the Union and the employee a written answer within ten (10) business days after receipt of the grievance.

Step 4: If the grievance is not resolved in Step 3 and the Union wishes to continue the grievance, the Union shall, within ten (10) business days after receipt of the 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 ten (10) business days after receipt of the grievance.

Step 5: If a grievance is not resolved in Step 4 and the Union wishes to continue the grievance, the Union may, within forty (40) business days after receipt of the answer of the Superintendent or this person's designee, refer the written grievance and replies to arbitration. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral; and in the event the parties are unable to agree upon an arbitrator within said five (5) business 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 5.03.

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 5.04.

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

Section 5.05.

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 5.06.

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 6
WAGES AND PAYROLL**

Section 6.01. Wage Rates and Payroll

Appendix A which sets forth the compensation for said bargaining unit employees and is hereby made a part of this Agreement. Payroll shall be biweekly.

Section 6.02. Regular Step Progression

Employees must satisfactorily complete 12 months in each salary step to be eligible to advance to the next salary step.

Section 6.03. 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.

ARTICLE 7 HOURS OF WORK

Section 7.01. 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. 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 Manager, Department Director, or Assistant Superintendent. 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 workweek.

Section 7.02. Work Relief Periods

Due to the nature of the work, Lifeguards are unable to be "duty free" during relief periods nor are they prescribed relief times. Lifeguards remain entitled to two paid fifteen (15) minute breaks which may be combined as a thirty (30) minute paid break. Lifeguards remain on duty during relief periods. These breaks may be taken at a time convenient to the Lifeguard in the course of the work.

As feasible, Lifeguards shall be entitled to an unpaid 30 minute "lunch" break when working a shift of eight (8) or more hours.

Section 7.03. Split Shifts

There will be no regularly scheduled split shifts.

Section 7.04. 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 (1 ½) 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 May 1st of each year 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.

Subd. 5. Extra Hours (last minute/same day)

If the Employer identifies the need to fill last minute/same day extra hours due to unforeseen circumstances (e.g. ill call, unexpected leave) the hours will be offered to employees on a first come first serve basis with non-overtime granted first if feasible. If more than one employee expresses interest in the shift at the same time, the tie breaker for offering the shift will be based on the first employee to accept the shift. These employees would need to be qualified and eligible to work the extra shifts.

Section 7.05. 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 7.06. On-Call

If MPRB intends to implement an on-call program, the employer shall meet and negotiate the terms of that program.

Section 7.07. 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 8
VACATION**

Section 8.01 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 8.02. 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 8.03. 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 9
HOLIDAYS**

Section 9.01. Holidays Defined

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

- a. New Year's Day, January 1
- b. Martin Luther King's Birthday, the third Monday in January
- c. Washington's and Lincoln's Birthdays, the third Monday in February

- d. Memorial Day, the last Monday in May,
- e. Juneteenth, June 19th
- f. Independence Day, July 4
- g. Labor Day, the first Monday in September
- h. Christopher Columbus Day/Indigenous People's Day, the second Monday in October
- i. Veteran's Day, November 11
- j. Thanksgiving Day, the fourth Thursday in November
- k. The Friday after Thanksgiving Day
- l. Christmas Day, December 25

Section 9.02. Floating Holiday

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

Section 9.03. Holidays Falling on Weekend

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

Section 9.04. 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 9.05. 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 Supervisor 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.

ARTICLE 10 SICK LEAVE

Section 10.01. 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 10.02. 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 10.03. 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 10.04. 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) Defened 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.

- 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. **Defined 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 10.05. 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 11 LEAVES OF ABSENCE

Section 11.01.

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](https://minneapolisparcs.sharepoint.com/HR%20Policies/Leaves%20of%20Absence%20Policy.pdf)

ARTICLE 12 GROUP INSURANCE

Section 12.01. Insurance Coverage

See Appendix B Annual Letter of Agreement.

Section 12.02. 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 12.03. 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 12.04. Long Term Disability Insurance

Effective January 1, 2022, 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 12.05. 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 12.06. Tuition Reimbursement Policy

Link to the MPRB's Tuition Reimbursement Policy: [https://minneapolisparcs.sharepoint.com/HR%20Policies/Tuition %20Reimbursement%20Policy.pdf](https://minneapolisparcs.sharepoint.com/HR%20Policies/Tuition%20Reimbursement%20Policy.pdf)

ARTICLE 13 BEREAVEMENT LEAVE

Section 13.01. 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 14 WORK RULES

Section 14.01. 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 15 LABOR RELATIONS

Section 15.01. Labor Management Committee

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.

Section 15.02. 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 16
PRO-RATA BENEFITS**

Section 16.01. Pro Rata Benefits

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

**ARTICLE 17
LEGAL REPRESENTATION**

Section 17.01. 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 18
ATTIRE CELL PHONES AND MILEAGE**

Section 18.01. MPRB Provided Attire and Cell Phone

MPRB will provide all necessary attire for work duties including attire necessary for inclement weather and various weather conditions that employees work through. This shall include at least 1 sweatshirt or similar shirt and 1 waterproof layer. The MPRB shall make available an MPRB cell phone for use during Lifeguard shifts.

Section 18.02. Mileage

Anytime the employer assigns an employee to travel for work in the employee's personal vehicle, the MPRB shall reimburse the employee at the current IRS mileage rate using the MPRB Mileage Reimbursement form.

**ARTICLE 19
RECLASSIFICATION AND PAY EQUITY**

Section 19.01. Policy on Reclassification and Pay Equity

MPRB shall adhere to its policy on Reclassification and Pay Equity. The policy can be found here:
<https://minneapolisparcs.sharepoint.com/HR%20Policies/Forms/AllItems.aspx?id=%2FHR%20Policies%2FPosition%20Classifications%20Policy%2Epdf&parent=%2FHR%20Policies>

ARTICLE 20
TEMPORARY DETAIL AND PERMIT EMPLOYEES

Section 20.01. 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 cannot be filled using this provision without the consent of the Union.

Section 20.02. 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 20.03. 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 20.04. Credit Towards Minneapolis Park and Recreation Board and Classification Seniority

Subd. 1. 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.

ARTICLE 21
LAYOFF AND REEMPLOYMENT

Section 21.01. 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 21.02. 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. 1. General Order of Layoff

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

- a. Persons who have no Civil Service Standing
- b. Persons who have been appointed to temporary positions
- c. Intermittent employees
- d. Certified Part-time employees
- e. Persons appointed to certified permanent positions

Subd. 2. 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. 3. 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 21.03. 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 21.04. 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 22 EMPLOYEE DISCIPLINE AND DISCHARGE

Section 22.01. 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 22.02. 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:

1. Verbal Reprimands
2. Written Reprimands
3. Suspensions from duty without pay
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 22.03. 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 22.04. 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 22.05. 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 23
SENIORITY**

Section 23.01. 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.

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 23.02. 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/they quits or retires and does not rescind such action within five (5) calendar days;
- b. He/she/they is discharged and the discharge is not reversed;
- c. He/she/they has been laid off and not actively working for the Employer for a period of three (3) years.

ARTICLE 24

PAID TRAININGS CERTIFICATIONS AND JOB SHADOWING

Section 24.01. Paid Trainings and Certifications

Subd. 1. LGI Certification

Effective 1/1/2023 The Minneapolis Park and Recreation Board shall compensate for the necessary hours to obtain and renew LGI Certification every two (2) years. The Board shall also reimburse any fees associated with obtaining or maintaining this certification.

Subd. 2. Lifeguard Instructor Trainer Certification

Effective 1/1/2023 The Minneapolis Park and Recreation Board shall compensate at least one Bargaining Unit member for the hours necessary to obtain LIT certification. The Board shall also reimburse any fees associated with obtaining or maintaining this certification.

Section 24.02. Job Shadowing

Employees interested in exploring lateral or advancement opportunities within the Minneapolis Park and Recreation Board may request the opportunity to shadow another Minneapolis Park and Recreation Board employee for up to two (2) days (16 hours) per calendar year. The details of the shadow opportunity must be submitted in writing and be agreed to by the involved employees and their respective Department Head (s) or designee (s). Approval or denial of a shadow opportunity is not subject to the grievance process as outlined in this Agreement.

ARTICLE 25

EFFECTIVE DATE

This agreement will be effective for the period of January 1, 2022 through December 31, 2024 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 offices of Local 9.

American Federation of State, County and
Municipal Employees, Council 5, Local No. 9

David Bard 4.19.23

David Bard, Business Representative Date

Sarah Maxwell 4/19/23

Sarah Maxwell, President Local No. 9 Date

Mohamed Mohamed 04/18/2023

Mohamed Mohamed, Local 9 Lifeguard Date

Bart A Andersen 05/04/2023

Bart Andersen, West Team Region Date

Director AFSCME Council 5

Minneapolis Park and Recreation Board

Margaret Forney 6/7/23

Margaret Forney, President Date

Jennifer Ringold 6/7/2023

Jennifer Ringold, Board Secretary Date

Appendix A Wage Tables:

2022				
Lifeguard (06335P)				
Step 1	Step 2	Step 3	Step 4	Step 5
21.840000	22.713600	23.622144	24.567029	25.549710
Head Lifeguard (05358P)				
Step 1	Step 2	Step 3	Step 4	Step 5
26.571699	27.634567	28.739950	29.889548	31.085129
2023	2.5% ATB Jan 1			
Lifeguard (06335P)				
Step 1	Step 2	Step 3	Step 4	Step 5
22.386000	23.281440	24.212697	25.181205	26.188453
Head Lifeguard (05358P)				
Step 1	Step 2	Step 3	Step 4	Step 5
27.235991	28.325431	29.458448	30.636786	31.862258
2024	2.5% ATB Jan 1			
Lifeguard (06335P)				
Step 1	Step 2	Step 3	Step 4	Step 5
22.945650	23.863476	24.818015	25.810735	26.843165
Head Lifeguard (05358P)				
Step 1	Step 2	Step 3	Step 4	Step 5
27.916891	29.033567	30.194910	31.402706	32.658814

MINNEAPOLIS PARK and RECREATION BOARD

and

AFSCME Council 5, Local 9

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

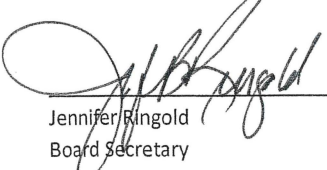
Health Rewards member portal) are as agreed upon by the Benefits Sub-committee of the Citywide Labor Management Committee.

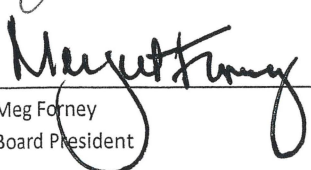
3. For the period January 1, 2022 through December 31, 2022, the Park Board will pay \$604.00 per month for employees who elect single coverage under the medical plan. For the period January 1, 2022 through December 31, 2022, the Park Board will pay \$1,634.00 per month for employees who elect family 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.

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.

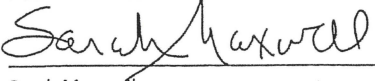
THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below:

FOR THE MINNEAPOLIS PARK AND RECREATION BOARD:

 6/7/2023 _____
 Jennifer Ringold DATE
 Board Secretary

 6/7/23 _____
 Meg Forney DATE
 Board President

FOR THE UNION:

 5/3/23 _____
 Sarah Maxwell DATE
 President

David Bard

5/2/23

David Bard
Field Representative

DATE