
THE MINNEAPOLIS PARK & RECREATION BOARD

and

**THE POLICE OFFICERS' FEDERATION
OF MINNEAPOLIS**

LABOR AGREEMENT

For the Period:

January 1, 2022 through December 31, 2024

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LABOR AGREEMENT

Between

THE MINNEAPOLIS PARK & RECREATION BOARD

and

THE POLICE OFFICERS' FEDERATION OF MINNEAPOLIS

THIS AGREEMENT (hereinafter referred to as the *Labor Agreement* or the *Agreement*) is entered into between the Minneapolis Park & Recreation Board (hereafter referred to as the **MPRB** or the *Employer*), and the Police Officers' Federation of Minneapolis (hereafter referred to as the *Federation*).

It is the purpose and intent of this Agreement to achieve and maintain sound, harmonious and mutually beneficial working and economic relations between the Parties hereto; to provide an orderly and peaceful means of resolving differences or misunderstandings which may arise under this Agreement; and to set forth herein the complete and full agreement between the Parties regarding terms and conditions of employment except as the same may be established by past practices which are determined to be binding by an arbitrator and not included in this contract. The Parties hereto agree as follows:

ARTICLE 1 **RECOGNITION**

Section 1.1 The MPRB recognizes the Federation as the exclusive representative for the unit consisting of all sworn law enforcement personnel who are all certified employees in the classification of: Park Police Captain, Park Police Lieutenant, Park Police Sergeant, Park Police Officer, and Park Police Officer (Part-Time). Prior to the ratification of this Agreement, the Employer shall provide to the Federation copies of its Table of Organization, including the number and rank of police personnel assigned to Park Police positions and applicable Minneapolis Civil Service Commission job specifications. Nothing herein shall be construed as a limitation upon the Employer's managerial prerogatives including the right to modify the Table of Organization (i.e., its organizational structure) and to select, direct and determine the number of personnel in accordance with the provisions of the *Minnesota Public Employment Labor Relations Act*, as amended, except as expressly set forth in this Agreement.

Section 1.2 Duty assignments shall be made by the MPRB which are consistent with Minneapolis civil service job classifications. Disputes which may arise over alleged *working out of class* violations (i.e., violations of Minneapolis Civil Service Commission Rule No. 4.04), shall be first discussed by representatives of the Federation and the MPRB. If the issue is not resolved by such

informal discussions, either party may proceed under the dispute resolution procedures set forth in Article 5 of this Agreement.

Section 1.3 Disputes which may occur over the inclusion or exclusion of new or revised or other classifications in the unit described in Section 1.1 above shall be referred to the State Bureau of Mediation Services for determination pursuant to the provisions of the *Public Employment Labor Relations Act*, as amended.

Section 1.4 Seniority as provided for in this Agreement shall be established from the date of initial employment and assignment as described in Article 1, Section 1.1 of this Agreement. Time while absent from the MPRB without compensation, except while on disability leave, active military service, or a disciplinary suspension up to one regular shift (eight, nine, or ten hours), shall not be counted for seniority. Separate seniority lists to determine seniority within each rank shall be maintained and shall be computed from the date of promotion to that rank. In the event of promotion to supervisory positions not within the unit and upon return to the unit, all service so performed shall be computed for seniority purposes to the rank held upon return to the unit. In the event of a demotion to a lower rank, the seniority accrued in the higher rank shall be applied to the seniority of the lower rank to which demoted.

ARTICLE 2

PAYROLL DEDUCTION FOR DUES

Section 2.1 - Dues Deductions. The MPRB shall, upon request of any employee in the unit, deduct such sum as the Federation may specify as the regular dues of the Federation. The MPRB shall remit monthly such deductions to the appropriate designated officer of the Federation.

Section 2.2 - Administration.

- (a) The MPRB shall annually select a single payroll period in each month for which all monthly membership dues and fair share fees shall be deducted. In the event an employee covered by the provisions of this Article has insufficient pay due to cover the required deduction, the MPRB shall have no further obligations to effect subsequent deductions for the involved month.
- (b) All certifications from the Federation respecting deductions to be made as well as notifications by the Federation and/or bargaining unit employees as to changes in deductions must be received by the MPRB at least fourteen (14) calendar days in advance of the date upon which the deduction is scheduled to be made in order for any change to be effected.
- (c) The MPRB shall remit such membership dues and fair share fee deductions made pursuant to the provisions of this Article to the appropriate designated officer of the Federation within fifteen (15) calendar days of the date of the deduction along with a list of the names of the employees from whose wages deductions were made.

Section 2.3 - Hold Harmless Provision. The Federation will indemnify, defend and hold the MPRB harmless against any and all claims made and against any suits instituted against the MPRB, its officers or employees, by reason of deductions under this article.

ARTICLE 3 MANAGEMENT RIGHTS

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

ARTICLE 4 DISCIPLINE

Section 4.1 The MPRB will discipline employees who have completed the required probationary period only for just cause. The unit of measurement for any suspensions which may be assessed shall be in hours. Investigations into an employee's conduct which do not result in the imposition of discipline shall not be entered into the employee's official personnel file.

Section 4.2 A suspension, written reprimand, demotion or discharge of an employee who has completed the required probationary period must be provided in writing to both the employee and the Federation, and may be appealed through the grievance procedure as contained in Article 5 of this Agreement. In the alternative, where applicable, an employee may seek redress through a procedure such as Civil Service, Veteran's Preference, or Fair Employment. Except as may be provided by Minnesota law or by Section 5.11 of this Agreement, once a written grievance or an appeal has been properly filed or submitted by the employee or the Federation on the employee's behalf through the grievance procedure of this Agreement or another available procedure, the employee's right to pursue redress in an alternative forum or manner is terminated.

Section 4.3 Employees shall receive copies of and be permitted to respond to all letters of commendation or complaints that are entered and retained in the official personnel file. Upon the written request of employees, the contents of their official personnel file shall be disclosed to them.

Section 4.4 – Investigatory Interviews.

- (a) Before taking a formal statement from any employee, the MPRB shall provide to the employee from whom the formal statement is sought a written summary of the events to which the statement relates. To the extent known to the MPRB, such summary shall include: the date and time (or period of time if relating to multiple events) and the location(s) of the alleged events; a summary of the alleged acts or omissions at issue; and the policies, rules or regulations allegedly violated. Except where impractical due to the immediacy of the investigation, the summary shall be provided to the employee not less than two (2) days prior to the taking of his/her statement. If the summary is provided to the employee just prior to the

taking of the statement, he/she shall be given a reasonable opportunity to consult with a Federation representative before proceeding with the scheduled statement.

- (b) In cases where the MPRB believes that providing the pre-statement summary would cause a violation of the Minnesota Government Data Practices Act or cause undue risk of endangering a person, jeopardizing an ongoing criminal investigation or creating civil liability for the MPRB, the MPRB shall notify the Federation's President or attorneys of the reasons it believes that the pre-statement summary should not be given.
- (c) Nothing herein shall preclude an investigator, whether during or subsequent to the taking of a formal statement, from soliciting information which is beyond the scope of the pre-statement summary but which relates to information provided during the taking of the statement and which could form the basis of a disciplinary action.
- (d) An employee from whom a formal statement is requested is entitled to have a Federation representative present during the taking of such statement.
- (e) For the purpose of this Section 4.4, a "formal statement" is a written, recorded or transcribed record, whether in a narrative form or in response to questions, which is requested to be provided by any sworn employee as part of an investigation of alleged acts or omissions by a sworn employee(s) which may result in the imposition of discipline against any sworn employee(s).

ARTICLE 5

SETTLEMENT OF DISPUTES

Section 5.1 – Scope. This article shall apply to all members of the bargaining unit, but only as to resolution of grievances and not to interest arbitration.

Section 5.2 - Letter of Inquiry. Any employee may initiate a "letter of inquiry" for the purpose of requesting from the MPRB or the Federation information on salary, working conditions and/or benefits. The request shall be presented to the Federation in writing. A Federation representative shall process the letter of inquiry. Where the Federation representative believes it necessary, he/she may request in writing from the Superintendent such information or interpretation necessary to enable the Federation to prepare a response to the inquiry. The Superintendent shall respond to such request by the Federation within ten (10) calendar days of receipt. The Federation then will respond to its member.

Section 5.3 - Informal Problem Resolution. From time to time, concerns regarding possible violations of this agreement may arise. Many of these concerns can be resolved informally. A concern that cannot be resolved informally and which is subsequently presented to the Employer formally pursuant to the procedures set forth in this Article is called a grievance.

Section 5.4 – Grievance Procedure. This grievance procedure is established to resolve any specific dispute between the Federation on behalf of any employee or group of employees and the

MPRB concerning, and limited to, the interpretation or application of the provisions of this Agreement.

Subd. 1. - Step One.

Within the time period specified below, an employee shall inform the Director, Park Safety and Security of the grievance in writing on the standard grievance form. If the employee has initiated the grievance without the assistance of a Federation representative, the employee shall present a copy of the grievance to the Federation at the time it is presented to the Director, Park Safety and Security. If an employee expressly requests a discussion with the Director, Park Safety and Security concerning the written grievance, such discussion shall take place within seven (7) calendar days after filing the grievance, unless the time is mutually extended. The discussion with the Director, Park Safety and Security shall be held with one of the following:

- a. The employee accompanied by a Federation representative;
- b. The employee alone on his/her own behalf.

Within ten (10) calendar days after the grievance is filed or the discussion meeting concludes, whichever is later, the Director, Park Safety and Security shall state his/her decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the employee who filed the grievance and one (1) copy to the Superintendent. Each step one decision shall be clearly identified as a "step one decision."

A grievance must be commenced at step one no later than twenty (20) calendar days from the discovery of the grievable event(s) or from when the event(s) reasonably should have been discovered, or twenty (20) calendar days from the receipt of the Employer's response to a related letter of inquiry, whichever is earlier.

Subd. 2 - Step Two.

If a grievance is not resolved in Step 1 and the Federation wishes to continue the grievance, the Federation shall, within twenty (20) calendar days after receipt of the answer of the Director, Park Safety and Security, present the written grievance and replies to the MPRB Superintendent. The MPRB Superintendent, or this person's designee, shall consider the grievance and state his/her decision in writing to the Federation, together with the supporting reasons, within fourteen (14) calendar days after the receipt of the grievance.

Subd. 3 - Step Three.

Within twenty (20) calendar days of the date of the step two decision the Federation shall have the right to submit the matter to arbitration by informing the Human Resources Director and Superintendent of Parks that the matter is to be arbitrated.

If the matter is to be arbitrated, a single arbitrator shall be selected from the panel of mutually agreed upon arbitrators. The initial panel of arbitrators and the process for removing, replacing and renewing the arbitrators on the panel shall be established by the mutual written agreement of the parties within thirty (30) calendar days of the ratification of this agreement or as soon thereafter as the parties are able to do so. Arbitrators shall be selected from the panel on a rotating basis. If a grievance is referred to arbitration before the parties are able to agree on the selection of a panel of arbitrators, the party referring the grievance to arbitration shall petition the Bureau of Mediation Services to provide a list of nine (9) qualified arbitrators from which the parties may select an arbitrator to hear the grievance. The MPRB and the Federation shall select an arbitrator using the alternate strike method with the party exercising the first strike selected by coin flip.

One representative of the Federation, the Grievant and all necessary employee witnesses shall receive their regular salary and wages for the time spent in the arbitration proceeding, if during regular work hours.

The arbitrator shall render a written decision and the reasons, therefore resolving the grievance, and order any appropriate relief within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties. The decision and award of the arbitrator shall be final and binding upon the MPRB, the Federation and the employee(s) affected.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator is also prohibited from making any decision that is contrary to law or to public policy.

Section 5.5 – Mediation. The MPRB and the Federation, by mutual agreement, may utilize the grievance mediation process in an attempt to resolve a grievance before going to arbitration.

The objective of mediation is to find a mutually satisfactory resolution to the dispute. The parties shall mutually choose a mediator or have a mediator assigned by the Bureau of Mediation Services.

One representative of the Federation, the Grievant and all necessary employee witnesses shall receive their regular salaries or wages for the time spent in the grievance mediation proceeding, if during regular working hours.

The following procedures shall apply to mediations conducted under this Section:

- (a) Arbitration time frames shall be tolled during the mediation procedure; however, there shall be no additional extensions without written mutual agreement.
- (b) Grievances that have been appealed to arbitration may be referred to mediation if both the Federation and the MPRB agree.

- (c) Mediation conferences shall be scheduled in the order in which the grievance is appealed to mediation with the exception of suspension or discharge grievances, which shall have priority.
- (d) Promptly after both parties have agreed to mediate, the parties shall notify the Bureau of Mediation Services. The Bureau of Mediation Services shall arrange for the conference.
- (e) The mediation proceedings shall be informal in nature, and the goal will be to mediate up to three (3) grievances per calendar day.
- (f) Each party shall have one (1) principal spokesperson that will have the authority to agree upon a remedy of the grievance at the mediation conference.
- (g) One (1) Grievant will have the right to be present for each grievance.
- (h) The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no transcript of the mediation conference shall be made.
- (i) The mediator may meet separately with the parties during the mediation conference. The mediator will not have the authority to compel the resolution of a grievance.
- (j) Written material presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference, except that the mediator may retain on (1) copy of the written grievance to be used solely for the purposes of statistical analysis.
- (k) If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory opinion. The opinion will involve the interpretation or application of the collective bargaining agreement and the reasons for his/her opinion. The parties may agree that no opinion shall be provided.
- (l) The advisory opinion of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.
- (m) If no settlement is reached as a result of the mediation conference, the grievance may be scheduled for arbitration in accordance with "Step Five" of the grievance procedure.
- (n) In the event a grievance that has been mediated is subsequently arbitrated, no person who served as the mediator may serve as the arbitrator. In the arbitration hearing, no reference to the mediator's advice or ruling may be entered as testimony nor may either party advise the arbitrator of the mediator's advice or ruling or refer at arbitration to any admissions or offers of the settlement made by the other party at mediation.

- (o) By agreeing to schedule a mediation conference, the MPRB does not acknowledge that the case is properly subject to arbitration and reserves the right to raise this issue notwithstanding its agreement to schedule such a conference.
- (p) The fees and expenses of the mediator and mediation office, if any, shall be shared equally by the parties.

Section 5.6 - Expedited Arbitration. Upon the mutual agreement of the parties, any grievance to be arbitrated may be referred to expedited arbitration where the time frame for effective resolution is so short that the normal arbitration procedure would be untimely. Upon such referral, the Federation and the MPRB will make immediate (within twenty-four (24) hours) arrangements with the panel selected by the parties, or if none has been selected, with the Bureau of Mediation Services. The expedited arbitration procedure shall begin as soon as the parties and the arbitrator can initiate a hearing. It shall be the specific request of both the Federation and the MPRB to have a decision within seven (7) calendar days of the hearing, and that no briefs will be filed.

Section 5.7 - Time Limits. Time limits, specified in this procedure may be extended by written mutual agreement of the parties. The failure of the MPRB to comply with any time limit herein means that the Federation may automatically process the grievance to the next step of the grievance procedure. Failure of the Federation or its employees to comply with any time limit herein renders the alleged violation untimely and no longer subject to the grievance procedure.

Section 5.8 - Grievance Forms. The parties shall use jointly developed forms to be used for the grievance procedure. Until such forms are developed, a grievance may be commenced by any written statement which describes or identifies: the factual basis of the dispute; the contract provisions at issue; and the name of the grievant.

Section 5.9 - Arbitration Expenses. The fees and expenses of the Arbitrator shall be divided equally between the MPRB and the Federation provided, however, that each Party shall be responsible for compensating its own representatives and witnesses. If either Party desires a verbatim record of the proceedings, it may cause such record to be made provided it pays for the cost of preparing the record. Further, if the party requesting the record requests submitting post-hearing briefs, such party shall at its cost provide a copy of the record to the other Party and to the Arbitrator.

Section 5.10 - Election of Remedy. Employees covered by Civil Service systems created under Chapters 43A, 44, 375, 387, 419, or 420 of Minnesota Statutes, by a home rule charter under Chapter 410 of Minnesota Statutes, or under Laws of Minnesota, 1941, Chapter 423, may pursue a grievance through the procedure established under this section. When a grievance is also within the jurisdiction of appeals boards or appeals procedures created by Chapters 43A, 44, 375, 387, 419, or 420 of Minnesota Statutes, by a home rule charter under Chapter 410 of Minnesota Statutes, or under Laws of Minnesota, 1941, Chapter 423, the employee may proceed through the grievance procedure or the Civil Service appeals procedure, but once a written grievance or appeal has been properly filed or submitted by the employee or on the employee's behalf with the employee's consent, the employee may not proceed in the alternative manner.

Nothing in this contract shall prevent an employee from pursuing both a grievance under this contract and a charge of discrimination brought under Title VII, The Americans with Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

ARTICLE 6 **STRIKES AND LOCKOUTS**

Section 6.1 The Federation, 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, the stoppage of work, work slowdown, the willful absence from one's position, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, regardless of the reasons for so doing.

Section 6.2 In the event the MPRB notifies the Federation in writing that an employee may be violating this Article, the Federation shall immediately notify such employee in writing of the MPRB's assertion and the provisions of this Article.

Section 6.3 Any employee who violates any provision of this Article may be subject to disciplinary action or discharge.

Section 6.4 The MPRB will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Federation.

ARTICLE 7 **SALARIES**

Section 7.1 All salaries shall be computed and paid on a biweekly basis. The regular amount of pay shall be the biweekly rate regardless of the number of hours on duty for that period, provided that the employee is on duty as scheduled or is on authorized paid leave.

Section 7.2

- (a) Appendix "A", which is attached hereto and incorporated herein, shall be the schedule of hourly salaries for employees during the period January 1, 2022 through December 31, 2022.
- (b) Appendix "B", which is attached hereto and incorporated herein, shall be the schedule of hourly salaries for employees during the period January 1, 2023 through December 31, 2023.
- (c) Appendix "C", which is attached hereto and incorporated herein, shall be the schedule of hourly salaries for employees during the period January 1, 2024 through December 31, 2024.

The new salary schedule shall be implemented on the first day of the payroll period closest to January 1.

Section 7.3 - Longevity.

- (a) **Longevity Schedule.** A longevity payment shall be paid to each employee at the beginning of the seventh year of police service in the amount specified in the attached Appendices A, B and C. Employees of record as of February 1, 1985 shall be regarded as having started at the 2nd Year step for longevity progression purposes. The dollar amounts specified in the Appendix shall be adjusted by the same percentage and at the same time as across the board increases in the base wages for the seventh step of the patrol officer wage schedule. An employee shall move to the next step in the longevity schedule on the anniversary of his/her employment with the Park Police Department.

Section 7.4 - Shift Differential. Employees in the Park Police who work or are assigned a regularly scheduled shift in which a majority of the work hours fall between the hours of 2:00 p.m. and 6:00 a.m. shall be paid a shift differential in the amount specified in the attached Appendices A and B for all hours worked. Shift Differential compensation shall not apply to voluntary changes of shifts as described in 9.5(b). "Voluntary" means: a request initiated by an employee; or a request initiated by the Employer for which an employee may decline without sanction. Changes for "Career Enrichment Assignments" are considered voluntary. The dollar amounts specified in the Appendix shall be adjusted by the same percentage and at the same time as across the board increases in the base wages for the seventh step of the patrol officer wage schedule.

Section 7.5 - Pay Progressions. Employees shall be eligible to be considered for advancement to the next higher step within the pay range for their classification, if applicable, upon the completion of each twelve (12) months of *actual paid service* in such classification. Eligible employees shall receive timely step progressions, subject to satisfactory or better performance. Such increases may be withheld or delayed in cases where the employee's job performance has been of a less than satisfactory level in which case the employee shall be notified that the increase is being withheld or delayed and of the specific reasons therefor. All such denials or delays shall be subject to review under the provisions of Article 5 (*Grievance and Arbitration*) of this Agreement. All increases approved pursuant to this section shall be made effective on the work day immediately following the employee's completion of each twelve (12) months of actual paid service as defined above.

Section 7.6 - Pay Upon Promotion. The salary of an employee who is promoted to a position which provides for a higher maximum salary than the employee's current position shall be the next increment higher than the salary last received by such employee in the lower classification; provided, however, that if the next increment is not at least four percent (4%) higher than the salary last received, the employee shall be advanced an additional increment if one so exists and thereafter shall increase in accordance with Section 7.5 of this article. The provisions of this subdivision shall also be applicable whenever an employee is detailed by the Minneapolis Civil Service Commission to perform all or substantially all of the duties of a higher-paid classification.

Section 7.7 - Lateral Entry.

- (a) Vacation accrual and initial placement on the salary schedule in the classification of Police Officer, Parks for a new hire with prior experience as a sworn law enforcement officer shall be as follows:
- (1) One year of Park Police service shall be credited for every two full years of prior service with a large department or departments.
 - (2) One year of Park Police service shall be credited for every three full years of prior service with a small department or departments.
 - (3) "Prior service", as referenced in subsections (a)(1) and (a)(2) does not include:
 - i. service to an agency while licensed as part-time officer;
 - ii. service to an agency for which the employee's regular work schedule, except in the case of limitations on work hours for medical reasons, was less than an average of forty (40) hours per week; or
 - iii. military service.
 - (4) With regards to initial placement on the vacation accrual schedule, no new employee shall be placed at an initial annual accrual rate higher than 128 hours regardless of the years of his/her prior service.
 - (5) The threshold for large/small department is 50 sworn employees as determined by the most recent FBI "Crime in the United States" annual report.
 - (6) For purposes of calculating qualified prior years of service, all full calendar months worked in qualified large or small departments shall be summed before applying the service credit conversion for that type of jurisdiction (i.e. large or small) as described in subsections (a)(1) and (a)(2), above.
 - (7) The resulting full-credit-years as determined for both large and small departments shall be added together to determine the total number of years of service credit that shall be awarded to the new employee.
 - (8) A break in sworn service longer than six months between any of the prior jurisdiction jobs shall break the line of eligible work experience from work experience preceding the 6-month break in service.
 - (9) Prior service credit will be considered only if the new employee's last day of active service in the prior sworn position was within two years of the date of an offer of employment by the Minneapolis Park Police.
- (b) Transfers between the Minneapolis Police Department and the Minneapolis Park Police Department are not permitted. However, sworn personnel employed by the Minneapolis Police Department may be eligible to be considered as a lateral entry candidate for the classification of Park Patrol Officer in accordance with the terms set forth herein.

Notwithstanding any provisions of Section 7.7 (a), to the contrary, if a Minneapolis Police Officer is hired as a Police Officer, Parks time served in the Minneapolis Police shall be included as Department seniority for the purpose of determining the employee's vacation accrual and placement on the salary schedule. Time served in the Minneapolis Police Department will not count toward fulfilling in-service time requirements for competing in promotional examinations; computing seniority in promotional examinations; determining the order of bids for vacations; determining the order of layoffs; or determining other priorities among employees.

Section 7.8 – Health Care Savings Account Contribution. Effective April 6, 2003 the Parties have adopted the Post-Retirement Health Care Savings Plan, as established in Minn. Stat. §352.98, as administered by the Minnesota State Retirement System (“MSRS”). Subject to the terms and conditions established by MSRS, said program will provide a totally tax-free reimbursement for eligible medical expenses to those former employees who have an account balance consisting of the contributions from the Employer, mandatory employee contributions, and investment returns.

The Parties have negotiated that employees in this bargaining unit will make mandatory employee contributions in lieu of cash payment for the following items:

- \$100.00 bi-weekly per employee.
- 100% of Sick Leave Severance due at retirement (see Section 28.02);
- 100% of any unused vacation pay at the time of voluntary separation from service (see Section 11.6)

ARTICLE 8

CLOTHING AND EQUIPMENT ALLOWANCE

Section 8.1 Effective January 1, 2000, existing employees are eligible for an allowance of seven hundred fifty dollars (\$750.00) per year. Commencing on January 1, 2001, and on the first day of each calendar year thereafter, the allowance shall be adjusted by the percentage determined in accordance with the index described in Section 8.3, below. A newly hired employee shall be entitled, at any time during the first 18 months of his/her employment, reimbursement for the purchase price paid by him/her for clothing or equipment which complies with the list of approved clothing and equipment established by the MPRB. The MPRB reserves the right to approve uniforms and equipment for park police officers. The maximum amount for which reimbursement is allowed shall be equal to three (3) times the annual clothing and equipment allowance in effect at the commencement of the new employee's employment. The reimbursement allowance shall be in lieu of the annual clothing and equipment allowance and, therefore, newly hired employees shall not be entitled to the clothing and equipment allowance until after the third anniversary of their employment. Such an employee shall be entitled to the prorated portion of the annual clothing and equipment allowance for the calendar year in which his/her third anniversary occurs. If an employee leaves his/her employment with the Park Police prior to his/her third anniversary, the MPRB is entitled to recover from the employee an amount equal to 1/36 of the reimbursement allowance received by the employee during his/her employment times the number of full months by which the employee fell short of attaining his/her 36 month anniversary.

Section 8.2 The Director, Park Safety and Security shall, on or before May 1 of each year, submit to the MPRB for approval the name and rank of each employee on the payroll as of April 1 who is entitled to such an allowance. Such allowance shall be paid on or about June 1.

Section 8.3 The Uniform Committee shall consist of three (3) persons selected by the Minneapolis Police Department and three (3) persons selected by the Federation. (The Park Police Federation Representative and a MPRB administrative representative are entitled to be members of this committee). The duties of the Uniform Committee shall include developing and maintaining a list of clothing and equipment which must be obtained in order to commence employment with the MPRB. Beginning in December, 2000, and continuing each December thereafter, the Committee shall calculate the cost of obtaining all of the clothing and equipment on such list. The Committee shall then prepare and maintain a cost index which measures the annual percentage change from year to year in the cost of purchasing the clothing and equipment on the list. The Committee will provide a copy of the clothing and equipment list along with the cost for obtaining all of the items on the list to the MPRB Superintendent or designee by June 1.

ARTICLE 9

HOURS AND SCHEDULING OF WORK (FULL TIME EMPLOYEES)

Section 9.1 – Windows of Shift Start Times. For the purpose of this Article 9, the following words have the meaning defined below:

- (a) “Day Watch” shall mean an assigned shift which starts between the hours of 0500 hours and 1000 hours.
- (b) “Night Watch” shall mean an assigned shift which starts between the hours of 1500 hours and 2100 hours.
- (c) “Power Shift” shall mean an assigned shift which starts between the hours of 1000 hours and 1300 hours. This shift will consist of no more than 40 percent of the Police Officer rank.
(c-1) Power shifts shall be limited to ten (10) hour shifts.

Section 9.2 - Normal Work Day and Work Period.

- (a) The normal work day shall be a shift of either eight (8), nine (9), or ten (10) consecutive hours of work. Except as specified herein, the MPRB shall have the discretion to determine whether the normal work day for a specific assignment shall be eight (8), nine (9), or ten (10) hours.
- (b) The normal work week, regardless of shift arrangements shall be an average of forty (40) hours of work. However, nothing in this Agreement shall be construed to prohibit the establishment of an alternative work schedule provided that such schedule has the approval of the MPRB and the Federation.

Section 9.3 - Work Schedules.

The MPRB shall create a work schedule for all employees covered by this Agreement showing their assigned shift, the starting time therefore, their scheduled work days and their scheduled days off for the 28-day scheduling period. Work schedules shall be posted no later than ten (10) calendar days prior to the beginning of the 28-day cycle. The following principles shall apply with regard to establishing the schedule:

- (a) An employee may generally be scheduled to work up to six (6) days consecutively. If an employee is scheduled to work six (6) consecutive days, he/she must generally be scheduled to have at least two (2) consecutive days off before he/she is scheduled to return to work.
- (b) An employee scheduled to work a double-back shift (ie; night shift to day shift without a day off) shall be compensated four (4) hours of straight time pay, unless voluntary for the employee's benefit.

Section 9.4 - Work Assignments. The MPRB retains the discretion to establish or eliminate as it deems necessary work assignments.

Section 9.5 - Temporary Change in Shifts.

The MPRB shall have the right to temporarily depart from an officer's bid shift (hours of work) and his/her posted 28-day work schedule. However, hours worked that are different from an officer's bid shift and/or posted 28-day work schedule (including any hours which would have fallen within the posted schedule had no such departure been made) shall be compensated at the Overtime rate pursuant to Section 10.2 except as otherwise specified in this Section 9.5. When such a change is to be made, the MPRB shall attempt to provide involved employee(s) with as much advance notice as is possible; and a minimum of eight (8) off-duty hours between work assignments. Such temporary changes in an employee's shift shall not normally exceed thirty (30) calendar days. Nothing in this article shall be construed as a limitation or restriction upon the MPRB respecting the scheduling of employees and/or the operation of the Department in Public Safety emergency situations as declared by the MPRB Superintendent.

Subd. (a) *Changes Made for Training.* If the employer gives an employee written notice of a change in the employee's normal hours of work prior to the posting of the 28-day work schedule, there shall be no compensation if the change is to accommodate required training for the employee. Once the 28-day schedule is posted, the employer may change the hours of work on a scheduled work day without compensation to accommodate required training for the employee, provided the employer gives the employee at least 14 days advance written notice.

Subd. (b) *No Compensation for Voluntary Changes.* No change of shift compensation is payable for changing an employee's hours of work or day of work if the change is voluntary. "Voluntary" means: a request initiated by an employee; or a request initiated by the Employer for which an employee may decline without sanction. Changes for "Career Enrichment Assignments" are considered voluntary. The Employer shall grant a shift-change request made by an employee who is on limited duty status resulting from a qualified IOD injury when such request is to allow the employee to attend physical therapy or a medical appointment relating to the injury during on-duty time.

Subd. (c) *Limitation on Compensation With 14-Days' Advance Notice.* When the Employer changes the hours of work for a block of consecutive scheduled work days after the posting of the 28-day schedule for reasons other than training or a voluntary change, the change of shift compensation shall be payable only for the first day of the block of consecutive work days provided the employer gives the employee written notice of the change not less than 14 days in advance.

Subd. (d) *Special Events.* When special events occur, and cannot be covered by the affected shift, the Employer has the right to change the employees' bid shifts, first by volunteer and then by inverse seniority. In this situation, the event causing the greatest staffing impact shall be a MPRB owned event. However, small ancillary permitted events (and potentially extra-duty) may occur simultaneously. For purposes of this section, "MPRB Owned Event" shall mean events such as Earth Day, the Minneapolis Bike Tour, and Fourth of July that are produced by the MPRB through the Community Outreach Events Department or a similar department.

This shall occur no more than six (6) days per calendar year at the discretion of the Director, Park Safety and Security.

When such change is made prior to the posting of a 28-day schedule, the employer is not obligated to pay **Temporary Change of Shift Overtime**, as required in Section 9.5 of this contract agreement.

Subd. (e) *Special Assignments.* When posted as part of the regular schedule, special assignments will not qualify for change of shift compensation and may be assigned outside of the employee's bid shift (Section 9.3(b) "Double-back" provision would still apply.) Whenever possible, special assignments will be filled on a voluntary basis. Special assignments include bike patrols, directed patrol/plain clothes operations, background investigations, and other similar assignments.

Section 9.6 – Work Schedules and Bidding

Subd. (a) *Bidding Process.* Uniformed patrol officers and patrol sergeants shall be entitled to bid to a day or night shift based on classification seniority. On or before October 15 of each year, the Department shall post a list showing the number of uniformed patrol officers and patrol sergeants that it will assign to day shift and night shift for the following year (the "Bid Assignments"). Beginning on November 15 (or the first weekday thereafter if the 15th falls on a weekend) of each year, uniformed patrol officers and patrol sergeants shall be entitled to bid on all available Bid Assignments for the upcoming payroll year. Bidding must be completed and the schedule for the upcoming year posted as soon as is practical and in no event later than twenty-one (21) days prior to the Commencement Date. The bidding priority of eligible employees shall be established based on rank (first Sergeant, and then Patrol Officer) and on seniority within rank as determined by the "appointment date in rank" as noted in the records maintained by the Department. The Commencement Date shall be between December 15 and January 15 and shall be determined each year to be the date that is: the first day of a twenty-eight (28) day scheduling period; and closest to January 1. If two scheduling periods start on dates that are of equal distance from January 1, the Commencement Date shall be the first date of the scheduling period that begins after January 1. Once the bid is completed, an employee shall be entitled to retain his bid shift, except as otherwise provided in this Article.

Subd. (b) *Removal From a Bid Assignment.* Once an employee has successfully bid for a Bid Assignment, the employee shall not be removed from the Bid Assignment unless: the employee agrees to accept another assignment, the employee is transferred or removed by reason of disciplinary action; the employee is reassigned pursuant to application of the inverse seniority provisions in this Section 9.6; or the retention of the employee in the assignment would unduly disrupt the operations of the shift to which he/she is assigned. Notwithstanding the foregoing, eligible employees in the rank of sergeant may be transferred from a Bid Assignment when necessary to satisfy the legitimate needs of the Department so long as such transfers are not arbitrary or capricious.

Subd. (c) *Filling Vacancies.* Newly hired employees may be assigned to days or nights at the discretion of the Employer. If it becomes necessary to rebalance the allocation of personnel between days and nights, the Employer shall first seek volunteers to move from days to nights or vice versa. If not enough employees volunteer, the Employer may move employees from one shift to the other by inverse seniority.

ARTICLE 9A

PART-TIME POLICE OFFICER POSITIONS

Section 9A.1 - Part-Time Police Officer Positions. The MPRB commits to its best efforts to maintain the current number of established full-time, Peace Officer Standards and Training (“POST”) licensed positions (35 total). Should reductions in full-time staffing occur, part-time positions must be eliminated first. The current allocation of full-time POST positions is as follows:

- 1 Park Police Chief (FT)
- 2 Police Lieutenant, Parks (FT)
- 8 Police Sergeant, Parks (FT)
- 24 Police Officer Parks (FT)

Section 9A.2 Ratio of Full-Time to Part-Time Positions. For every four (4) full-time, POST licensed positions authorized within the MPRB Annual Budget, the MPRB may hire a full-time equivalent (FTE) part-time officer(s). Part-time officers shall possess regular, full-time POST licenses.

Section 9A.3 - Number of Officers per Part-Time FTE. A part-time FTE may be divided among several part-time officers, but never more than three (3) part-time officers per 1.0 FTE. By way of example, based on current full-time staffing (35 FTE positions), 8.75 FTE part-time positions would be allowable.

Section 9A.4 - Benefits for Part-Time Officers. Certified part-time officers receive the following pro-rated benefits as provided in this Agreement and are represented by the POFM on the same terms and conditions as provided in this Agreement. Benefits for part-time officers currently include:

- Prorated leave accrual (vacation and sick leave)
- Prorated holiday pay (based on hours worked with the pay period of the holiday)
- Prorated uniform allowance (based on hours worked May 1 – April 30)

- Standard overtime calculation

Part-time officers are not eligible for the following benefits provided to full-time officers under this Agreement:

- No performance premium
- No longevity, shift differential, comp time, extra-duty compensation, or guaranteed health insurance
- Sections 9.1 (Windows of Shift Start Times), Section 9.2 (Normal Work Day and Work Period), Section 9.6 (Work Schedules and Bidding), Article 17 Physical Fitness Program shall NOT APPLY.

Section 9A.5 - Training for Part-Time Officers. Minimum training standards for part-time officers shall be consistent with those of full-time officers.

Section 9A.6 - Wages and Advancement for Part-Time Officers. The following wage and advancement schedule shall apply to part-time officers:

Part-Time Steps	Wage	Advancement
Step 1	FT Step 2	N/A
Step 2	FT Step 4	After 700 Hours
Step 3	FT Step 6	After 2000 Hours

Section 9A.7 – Priority for Extra Duty. Extra duty shall be filled in accordance with the following priority:

1. Full-Time MPRB Officers, on a volunteer basis;
2. Part-Time MPRB Officers, on a volunteer basis;
3. If no bargaining unit members volunteer for the posted assignment within seven days of the assignment taking place, the MPRB may, at its own discretion, offer work to other job classifications and/or qualifying supplemental law enforcement officers. “Qualifying supplemental law enforcement officers” is defined as POST licensed law enforcement officers employed full-time by law enforcement agencies; said law enforcement agencies must have jurisdiction to enforce laws in the State of Minnesota within MPRB property.

The MPRB will post extra duty assignments exclusively for bargaining unit members for at least 72 hours. In cases when the MPRB has less than 72 hours of notice prior to an extra duty event, the posting time requirements do not apply.

4. Full-Time and Part-time MPRB Officers, on an assigned basis;

Section 9A.8 – Condition for Requesting an Additional Full-Time Officer. In the event that part-time MPRB officers collectively average 360 hours or more per week over a twenty-consecutive week period, this will trigger a budget request for an additional full-time officer for the subsequent calendar year.

**ARTICLE 10
OVERTIME**

Section 10.1 - Overtime. This article is intended to define and provide the basis for the calculation of overtime pay or compensatory time off, as applicable. Nothing herein shall be construed as a guarantee of overtime work. All employees may be required to work overtime.

Section 10.2 - Overtime and Overtime Pay.

Subd. (a) *Definition of Overtime.* *Overtime* is defined as any hours of work which deviate from an employee's posted work schedule as described in Section 9.3 of this Agreement unless such deviation is voluntary on the part of the employee or is made necessary by required training activities as provided under Section 9.5 of this Agreement (*Temporary Change in Shifts*), in which case no overtime shall be deemed to have been worked.

Subd. (b) *Overtime Pay.* Except where an employee has elected to receive overtime pay in the form of compensatory time off, all overtime shall be paid in cash at the rate of one and one-half (1½) times the employee's regular hourly rate. Where compensatory time has been elected, one and one-half (1½) hours of compensatory time shall be accrued for each hour of overtime worked.

Subd. (c) *Payment of Accumulated Compensatory Time.* Twice per year, the MPRB shall reduce any Officers' outstanding accumulated compensatory time to ten (10 hours). Payments are mandatory, will be paid in cash and made on or about June 1 and December 1. Notwithstanding the foregoing, when an employee is promoted to the rank of Lieutenant or above, the Employer, in its sole discretion, may liquidate all or any portion of the employee's entire compensatory time bank by paying the employee such hours at his/her current hourly rate (the rate in effect immediately prior to the promotion).

Subd. (d) *Maximum Allowable Compensatory Time Balances.* The maximum allowable compensatory time balance for all employees shall be thirty-six (36) hours.

Subd. (e) *Compensatory Time Off.* Provided an employee gives 14 days written notice to the Director, Park Safety and Security or designee of the intent to use compensatory time, that request shall be granted. An advance request for compensatory time off may be denied for days on which days off and vacations have been cancelled for all of the personnel in the employee's shift. The Employer retains the sole discretion to grant or deny requests to take compensatory time off when the request is made less than fourteen (14) calendar days in advance.

Section 10.3 - Call-Back Minimum. Bargaining Unit members called to work during scheduled off-duty hours shall be compensated a minimum of 4 hours (straight-time) or for actual hours worked at the rate of one and one-half (1½) hours, whichever is more. Unit member may opt for compensatory time or cash payment. The minimum of four (4) hours shall not apply when such a call to work is an extension of or early report to a scheduled shift. This provision shall not apply to situations arising out of Section 9.5, *Temporary Change in Shifts*.

Section 10.4 - Standby. Employees properly authorized and required by MPRB rules to standby 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 (½) hour. If standby status is canceled prior to 6:00 p.m. on the day preceding the scheduled standby status, the MPRB shall not be obligated to compensate an

employee for standby status. If standby status is canceled after 6:00 p.m. on the day preceding the scheduled standby status, but before 9:00 a.m. on the day of the scheduled standby status, the MPRB shall be required to compensate the employee for one (1) hour of standby. If standby status is canceled after 9:00 a.m. on the day of the scheduled standby status, the MPRB shall be required to compensate the employee for the greater of: two (2) hours of standby; or the compensation specified under this Section 10.4 for time actually served on standby status. Notice of cancellation for purposes of this section shall mean by telephone, including voicemail. E-mail shall not be considered sufficient notice.

Section 10.5 - Court Time and Preparation.

- (a) Employees will be compensated for all time required for court or proceedings of the Civilian Review Authority, including time required in *standby* status in anticipation of such appearances when:
 - (1) The court case is within the scope of the employee's employment and the employee is under subpoena or trial notice for the appearance, a copy of which has been provided to the Park Police; or
 - (2) The employee's appearance is before the Civilian Review Authority.
- (b) An employee will be permitted necessary time in consultation with attorneys while on-duty, provided:
 - (1) The case is within the scope of the employee's employment and,
 - (2) Prior approval of such on-duty consultation is received from the employee's immediate supervisor.
- (c) Employees shall be compensated for all off-duty time spent in consultation with attorneys where:
 - (1) The MPRB (i.e., the Minneapolis City Attorney, an involved county attorney and/or federal authority) requires the employee's attendance at such meeting, and
 - (2) The consultation cannot reasonable be rescheduled to the involved employee's normal on-duty hours, and
 - (3) The same *scope of employment* and *prior approval* criteria outlined in Paragraph 10.5(b), above, are satisfied.

Section 10.6 - Special Overtime Practices.

Subd. (a) *Field Training Officers.* An employee who serves as a Field Training Officer (FTO) shall receive compensation for the duties associated with the assignment, in addition to the employee's regular compensation for the hours actually worked, for each workday or part thereof

in which he/she acts as an FTO with the responsibilities for reporting the performance of the trainee. An employee may elect to be compensated for each FTO day by either: one and one-quarter (1 1/4) hours in compensatory time or two (2) hours cash compensation at his/her regular hourly rate.

An FTO in good standing with the Field Training Program will receive an additional 40 hours of vacation time each year in which the Field Training Officer meets the program requirements. The FTO vacation compensation will be divided into quarterly accruals (10 hours per quarter). The Director, Park Safety and Security will approve the quarterly accruals by providing a list of Field Training Officers who have remained in good standing to Park Payroll for processing at the conclusion of each quarter. The Department will attempt to staff its FTO program with volunteers, but reserves the right to reject a volunteer who it determines is not appropriate to serve as an FTO and to assign employees to FTO duties if the needs of the Department cannot be fully staffed by volunteers. The Department will use its best efforts to reasonably limit the number of consecutive months during which it will involuntarily assign an employee to FTO duties. An employee who is involuntarily assigned to serve as an FTO for 60 or more shifts during a calendar year shall receive two additional floating holidays to be used in the following calendar year.

Subd. (b) *Buy-Back Policing.* Participation in the MPRB or Minneapolis Police Department's *Buy-Back Policing* is voluntary. An employee who works buy back shall be paid cash compensation for all hours worked therein at one and one-half (1 1/2) times the employee's regular hourly rate.

Subd. (c) *Buy-Back definitions*

For purposes of this unique overtime practice, Buy-Back Policing shall mean community crime prevention, special investigative and other law enforcement activities normally within the scope of the authority of the MPRB. Additional activities may be added only upon the express written agreement of the Parties.

Buy-back opportunities shall be available to all employees in the ranks of patrol officer, sergeant and lieutenant on a non-discriminatory basis. The MPRB shall maintain a system of posting buy-back opportunities that includes a description of the duties and the available dates and times so that any interested and eligible employee can sign-up for such duties. Buy-back assignments shall be available, subject to reasonable restrictions to ensure fairness to all eligible employees, on a "first-come, first-served" basis. If the buy-back assignments cannot be filled from within the Park Police, the MPRB may fill such assignments by providing an equal opportunity for volunteers from the Minneapolis Police Department.

Subd. (d) *Extra-Duty Assignment.*

(1) Members of the bargaining unit may be offered "extra duty" assignments by the MPRB, or others under the authority of the MPRB, which may be in addition to the normal schedule. Extra duty assignments shall be offered to members of the bargaining unit first in the order listed in 9A.7. If no bargaining unit members volunteer for the extra duty assignment pursuant to 9A.7, the MPRB has the right to offer extra duty assignments to Park Patrol Agents or supplemental law enforcement officers at MPRB's discretion. When required, MPRB shall assign extra duty assignment to members of the bargaining unit by inverse seniority.

(2) Effective the date of all parties signing this contract an employee who works an Extra Duty assignment will be compensated by job type and for hours worked.

Employees undertaking patrol officer-type extra duty assignments will be paid at the rate of one and one-half (1 ½) times the current top step Park Police Patrol Officer hourly rate of pay, including the current top longevity step. This will be referred to as “Extra Duty – Base Premium.”

Effective January 1, 2023 Extra Duty – Base Premium shall be two (2) times the current top step Park Police Patrol Officer hourly rate of pay, including the current top longevity step.

Employees undertaking supervisory extra duty assignments will be paid at the rate of one and one-half (1 ½) times the current Park Police top Sergeant pay, including the top longevity step. This will be referred to as “Extra Duty – Coordinator Premium.”

Effective January 1, 2023 Extra Duty – Coordinator Premium shall be two (2) times the current top Sergeant pay, including the current top longevity step.

MPRB staff with responsibility for coordinating external events will determine when it is appropriate to assign supervisors to an assignment.

(3) Any officer of any rank from the Minneapolis Park Police Department will be paid a minimum of four (4) hours at their assigned Extra Duty rate.

(4) Employees working Extra Duty on most holidays will be paid the regular Extra Duty rates (either Base Premium or Coordinator Premium, depending on the nature of the work assignment).

On Independence Day and Thanksgiving, employees engaged in Extra Duty work will be paid special rates. For those working in officer roles, the compensation will be calculated at two and a quarter (2.25) times the current rate of pay at the top-ranking Park Police Patrol Officer (including the current top longevity step). This will be referred to as “Extra Duty-Holiday Premium.” For those working in coordinator roles, the compensation will be calculated at two and a quarter (2.25) times the top step of Park Police Sergeant (including the current top longevity step). This will be referred to as “Extra Duty – Holiday Coordinator.”

Effective January 1, 2023 Extra Duty – Holiday Premium shall be 2.5 times the current top step Park Police Patrol Officer hourly rate of pay, including the current top longevity step. Extra Duty – Holiday Coordinator shall be 2.5 times the top step of Park Police Sergeant, including the current top longevity step.

Should the MPRB charge an event permit holder a rate above the standard fee for Extra Duty Base Premium or Coordinator Premium, on dates other than Thanksgiving or Independence Day, the officer shall be paid at a rate proportional to the rate above the standard fee that is charged to the event permit holder. This will be referred to as “Extra

Duty-Sponsored Event Premium”.

(5) If an event is cancelled prior to 18:00 hours of the day prior to the event, but within five (5) calendar days of when the event was scheduled to start, officers shall receive two (2) hours of straight time pay. If the event is cancelled after 18:00 hours on the day prior to the event up to and including the scheduled start time of the event officers shall be paid four (4) hours at the assigned Extra Duty rate. If the event is cancelled five (5) calendar days in advance (or longer), the officer is entitled to no compensation.

Section 10.7 – Holidays.

Subd. (a) Major Holidays. Employees shall be compensated at the overtime rate for all hours worked during any shift which begins on all Holidays recognized in Section 12.1. The parties hereby agree that an employee’s “regular hourly rate” on each of the qualifying holidays is 1.5 times the employee’s hourly rate in effect for work days other than such holidays and, therefore, when an employee works “overtime” as defined by Section 10.2, Subd. (a) of the Labor Agreement, on one of the qualifying holidays or as an extension of a shift that qualifies for holiday pay under Section 10.7 of the Labor Agreement, and when the employee is also compensated at straight time for the holiday, the effective rate of pay for such overtime hours is 2.25 times the employee’s normal (non-holiday) hourly rate. The additional compensation payable for working on one of these holidays shall be payable in cash.

Subd. (b) Floating Holidays. In lieu of additional compensation with regard to other holidays recognized in Section 12.1, commencing with the 2011 payroll year, and continuing thereafter, on the first day of the payroll year each employee shall be credited with a holiday time bank consisting of the number of hours of two (2) regular work days. The employee’s “regular work day” shall be determined based on the employee’s assignment as of the first day of the payroll year. Requests for holiday time off shall be considered by supervisors on the same basis as vacation requests. Holiday time does not carry over from year to year and therefore, holiday time banks will revert to zero as of 11:59 P.M. on the last day of each payroll year. Accrued but unused 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 accrued time.

Subd. (c) Donated Federation Day. All employees shall receive one (1) day to be donated to the Federation per Article 21, Section 21.3 Subd. (2).

ARTICLE 11 **VACATIONS**

Section 11.1 - Eligibility: Full-Time Employees. Vacations with pay shall be granted to permanent employees who work one-half (½) time or more. Vacation time will be determined on the basis of continuous years of service, including time in a classified or unclassified position immediately preceding appointment or reappointment to a classified position. For purposes of this article, *continuous years of service* shall be determined in accordance with the following:

- (a) **Credit During Authorized Leaves of Absence.** Time on authorized leave of absence without pay, except to serve in an unclassified position, shall not be credited toward

years of service, but neither shall it be considered to interrupt the periods of employment before and after leave of absence, provided an employee has accepted employment to the first available position upon expiration of the authorized leave of absence.

- (b) Credit During Involuntary Layoffs. Employees who have been involuntarily laid off shall be considered to have been continuously employed if they accept employment to the first available position. Any absence of twelve (12) consecutive months will not be counted toward years of service for vacation entitlement.
- (c) Credit During Periods on Disability Pension. Upon return to work, employees shall be credited for time served on workers' compensation (those returning to active employment after January 1, 1996) or disability pension as the result of disability incurred on the job. Such time shall be used for the purpose of determining the amount of vacation to which they are entitled each year thereafter.
- (d) Credit During Military Leaves of Absence. Employees returning from approved military leaves of absence shall be entitled to vacation credit as provided in applicable Minnesota statutes.

Section 11.2 - Vacation Benefit Levels. Eligible employees shall earn vacations with pay in accordance with the following schedule:

<u>Employee's Credited Continuous Service</u>	<u>Working Days Vacation Per Year</u>	<u>Hours Per Year</u>
One through Four Years	12 Days	96 Hours
Five through Seven Years	15 Days	120 Hours
Eight through Nine Years	16 Days	128 Hours
Ten through Fifteen Years	18 Days	144 Hours
Sixteen through Seventeen Years	21 Days	168 Hours
Eighteen through Twenty Years	22 Days	176 Hours
Twenty -One Years and Above	26 Days	208 Hours

Section 11.3 - Vacation Accruals and Calculation. The following shall be applicable to the accrual and usage of accrued vacation benefits:

- (a) Accruals and Maximum Accruals. Vacation benefits shall be calculated on a direct proportion basis for all hours of credited work other than overtime and without regard to the calendar year. Benefits may be cumulative up to and including four hundred (400) hours. Accrued benefits in excess of four hundred (400) hours shall not be recorded and shall be considered lost.
- (b) Negative Accruals Not Permitted. Employees certified to permanent positions shall not be allowed to accrue a negative balance in their vacation account.

- (c) Vacation Usage and Charges Against Accruals. Vacation shall begin on the first working day an employee is absent from duty. When said vacation includes a holiday, the holiday will not be considered as one of the vacation days.
- (d) Vacation Credit Pay. All bargaining unit employees shall be entitled to elect to receive compensation for vacation time that will be earned in the subsequent year in accordance with the terms of this paragraph. Not less than thirty (30) days prior to the beginning of the payroll year during which the vacation subject to such election is accrued (hereafter the "Accrual Year"), employees may seek payment for up to forty (40) hours of accrued vacation time that will be accrued during the Accrual Year. Such election, once made, shall be irrevocable. Thus the hours elected for compensation shall not be eligible for use as vacation. Payment to the employee who has elected to receive payment shall be based on the employee's regular base rate of pay in effect on December 31 of the Accrual Year. The vacation credit pay shall be paid to the employee within ninety (90) days after the Accrual Year. Employees, at their sole option, may authorize and direct the Employer to deposit vacation credit pay to a deferred compensation plan administered by the Employer provided such option is exercised in a manner consistent with the provisions governing regular changes in deferred compensation payroll deductions.

Section 11.4 - Vacation Pay Rates.

Subd. (a) *Normal.* The rate of pay for vacations shall be the rate of pay employees would receive had they been working at the position to which they have been permanently certified, except as provided in Paragraph (b), below.

Subd. (b) *Detailed (Working Out of Class) Employees.* Employees on *detail* (working out of class) for a period of less than thirty (30) calendar days immediately prior to vacation will be paid upon the basis of the position to which they have been permanently certified. Employees on detail for more than thirty (30) calendar days immediately prior to vacation will be paid upon the basis of the position to which they have been detailed.

Section 11.5 - Scheduling Vacations. Vacations are to be scheduled in advance and taken at such reasonable times as approved by the employee's immediate supervisor with particular regard for the needs of the MPRB, the seniority of employee in his/her rank or detailed rank, and, insofar as practicable, the wishes of the employee. No vacation shall be assigned by the Employer or deducted from the employee's account as disciplinary action.

Section 11.6 – Payment for Unused Vacation on Separation. The value of any vacation balance due upon voluntary separation shall be deposited into the employees Post-Retirement Health Care Savings Plan, as established in Minn. Stat. §352.98 as administered by the Minnesota State Retirement System.

ARTICLE 12 HOLIDAYS

Section 12.1 - General. The following days shall be observed as paid holidays for all permanent, full-time employees:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Indigenous Peoples Day/Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day

The employer retains the right to require employees to work on holidays.

Section 12.2 - Religious Holidays. An employee may observe religious holidays which do not fall on the employee's regularly scheduled day off. Such religious holidays shall be taken off without pay unless: 1) the employee has accumulated vacation benefits available in which case the employee shall be required to take such holidays as vacation; 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 Director Park Safety and Security in writing at least ten (10) calendar days in advance of her/his religious holiday of his/her intent to observe such holiday. The Director Park Safety and Security may waive this ten (10) calendar day requirement if the Employer determines that the absence of such employee will not substantially interfere with the MPRB's function.

ARTICLE 13 **INSURANCE BENEFITS**

Section 13.1 - Group Health Insurance.

Subd. (a) *Enrollment and Eligibility.* Upon proper application, permanently certified full-time employees shall be enrolled as a covered participant in one of the MPRB's available indemnity insurance plans and shall be provided with the coverage's specified therein. Coverage under the selected plan shall become effective no later than the first day of the calendar month immediately following first date of employment. Eligible employees may waive coverage under the Employer's available indemnity insurance plans by providing written evidence satisfactory to the Employer that they are covered by health insurance or have HMO coverage from another source at the time of open enrollment and sign a waiver of coverage under the Employer's available plans. Subsequent coverage eligibility for such employees, if desired, shall be governed by the provisions of the contracts of insurance between the Employer and the providers of such coverage.

Subd. (b) *Employer and Employee Premium Contributions – Health Insurance.*

Contributions toward the cost of premiums for health insurance shall be governed by the Letter of Agreement, which is attached to this Collective Bargaining Agreement and hereby incorporated by reference as Appendix D (2022)

Subd. (c) Participation in Negotiating Health Care Costs. The Minneapolis Board of Business Agents shall be entitled to select up to five representatives to participate with the Employer in negotiating with Health Care Benefit Plan providers regarding the terms and conditions of coverage that are consistent with the benefits conferred under the collective bargaining agreements between the Employer and the certified exclusive representatives of its employees.

Section 13.2 - Group Life Insurance. Permanently certified full-time employees shall be enrolled in the Employer's group term life insurance policy and shall be provided with the coverages specified therein in the face amount of fifty thousand dollars (\$50,000.00). Coverages shall become effective no later than the first day of the calendar month immediately following the first date of employment. The Employer shall pay the required premiums for the above amounts and the MPRB shall continue to provide arrangements for employees to purchase additional amounts of life insurance.

Section 13.3 - Group Dental Insurance. Permanently certified full-time employees shall be enrolled, along with their eligible dependents in the MPRB's group dental insurance policy and shall be provided with the coverage specified therein. Coverage shall become effective no later than the first day of the calendar month immediately following the first date of employment. The MPRB shall pay the required premiums for the policy on a single/family *composite* basis.

Section 13.4 - MinneFlex. Employees who have established enrollment eligibility under the provisions of Paragraph 13.1(a), (*Enrollment and Eligibility*) of this article, shall be provided an opportunity to participate in the MPRB's *MinneFlex* Plan - a qualified plan which provides special tax advantages to employees under *IRS Code* Section 125. The *Plan Document* shall control all questions of eligibility, enrollment, claims and benefits.

ARTICLE 14 **BULLETIN BOARDS**

The MPRB shall provide reasonable bulletin board space at for use by the Federation in posting notices of Federation business and activities; said bulletin board space shall not be used by the Federation for political purposes other than Federation elections.

ARTICLE 15 **EXAMINATION TIME**

When an employee is scheduled to take a Minneapolis Civil Service promotional examination during his or her regular scheduled hours of duty, the MPRB shall grant reasonable time off to take the examination except in emergencies as declared by the MPRB Superintendent. If such an

emergency occurs, the MPRB shall request the Civil Service Commission to reschedule the examination.

ARTICLE 16 **RULES AND REGULATIONS**

It is understood that the MPRB has the right to establish reasonable work rules and regulations. The MPRB agrees to enter into discussion with the Federation on additions to or changes in the existing rules and regulations prior to their implementation. The MPRB further agrees that changes shall be effective three (3) calendar days after posting.

ARTICLE 17 **PHYSICAL FITNESS PROGRAM**

Section 17.1 – Eligibility. All police officers are eligible for a single membership at an approved facility designated pursuant to the terms of this Agreement (“Approved Facility”). Subject to the limitation in Section 17.2, below, reimbursement for the cost of a single membership at an Approved Facility(s) shall be made once per year to any employee who, between January 1 and January 31 of the following year, submits proof of the cost of the membership during the preceding calendar year. Reimbursement payments shall be made to employees on or before the last day of February, subject to normal withholding for taxes. Proof of cost may be made by invoice, account statements or verification from the Approved Facility. An employee who separates from service during the calendar year may seek reimbursement, subject to the limitation, for amounts paid by the employee for the cost of the membership during the year up to and including the month in which the employee separates from employment.

Section 17.2 - Limitation on Reimbursement. The amount that can be reimbursed by the MPRB for a single membership at an Approved Facility shall not exceed \$550. Beginning in 2018, and continuing thereafter, the amount of this limitation shall be adjusted based upon the City of Minneapolis determination of the average cost of the lowest published rate (meaning the rate available to the general public, exclusive of negotiated corporate rates or rates negotiated by the City for its employees) for a single club membership at the following facilities: YMCA of the Twin Cities, YWCA of Minneapolis, Lifetime Fitness, Anytime Fitness, and Snap Fitness. The amount of the limitation on reimbursement shall be adjusted from the previous year by the percentage change in the average cost of a single membership from the previous year.

Section 17.3 – Approved Facilities. Approved Facilities shall be any facility that is included in the list of Approved Facilities maintained by the City of Minneapolis as required pursuant to its collective bargaining agreements with the Police Federation and IAFF Local 82.

Section 17.4 – New Hires. Newly hired officers shall become eligible for reimbursement upon completion of their training.

ARTICLE 18 **DRUG AND ALCOHOL TESTING**

Section 18.1 – Purpose Statement. Abuse of drugs and alcohol is a nationwide problem. It affects persons of every age, race, sex and ethnic group. It poses risks to the health and safety of employees of the MPRB and to the public. To reduce those risks, the MPRB and the Federation by collective bargaining, adopted this policy concerning drugs and alcohol in the workplace. This policy establishes standards concerning drugs and alcohol which all employees must meet and it establishes a testing procedure to ensure that those standards are met.

This drug and alcohol testing policy is intended to conform to the provisions of the Minnesota *Drug and Alcohol Testing in the Workplace Act* (Minnesota Statutes §181.950 to 181.957), as well as the requirements of the federal *Drug-Free Workplace Act of 1988* (Public Law 100-690, Title V, Subtitle D) and related federal regulations. Nothing in this policy shall be construed as a limitation upon the Employer's obligation to comply with federal law and regulations regarding drug and alcohol testing.

The Human Resources Director is directed to develop and maintain procedures for the implementation and ongoing maintenance of this policy and to establish training on this policy and applicable law.

Section 18.2 - Work Rules.

- (a) No employee shall be under the influence of any drug or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery, or equipment, except pursuant to a valid medical reason or when approved by the Employer as a proper law enforcement activity.
- (b) No employee shall use, possess, sell or transfer drugs, alcohol or drug paraphernalia while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery or equipment, except pursuant to a valid medical reason or when approved by the Employer as a property law enforcement activity.
- (c) No employee, while on duty, shall engage or attempt to engage or conspire to engage in conduct which would violate any law or ordinance concerning drugs or alcohol, regardless of whether a criminal conviction results from the conduct.
- (d) As a condition of employment, no employee shall engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the Employer's workplace.
- (e) As a condition of employment, every employee must notify the Employer of any criminal drug statute conviction no later than five (5) days after such conviction.
- (f) Any employee who receives a criminal drug statute conviction, if not discharged from employment, must within thirty (30) days satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- (g) The Employer shall notify the granting agency within ten (10) days after receiving

notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.

Section 18.3 - Person Subject To Testing. All employees are subject to testing under applicable sections of this policy. However, no person will be tested for drugs or alcohol under this policy without the person's consent. The Employer will request or require an individual to undergo drug or alcohol testing only under the circumstances described in this policy.

Section 18.4 - Circumstances For Drug Or Alcohol Testing. The Employer may, but does not have a legal duty to, request or require an employee to undergo drug and alcohol testing if the Employer or any supervisor of the employee has a reasonable suspicion (a belief based on specific facts and rational inferences drawn from those facts) related to the performance of the job that the employee:

- (a) Is under the influence of drugs or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery, or equipment; or
- (b) Has, within thirty (30) calendar days of the request, used, possessed, sold or transferred drugs, alcohol or drug paraphernalia while the employee was working or while the employee was on the Employer's premises or operating the Employer's vehicle, machinery or equipment (other than in connection with the employee's official duties); or
- (c) Has sustained a personal injury as that term is defined in *Minnesota Statutes* §176.011, Subd. 16, or has caused another person to die or sustain a personal injury; or
- (d) Was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident resulting in property damage or personal injury and the Employer or investigating supervisor has a reasonable suspicion that the cause of the accident may be related to the use of drugs or alcohol; or
- (e) Has discharged a firearm loaded with bullets, slugs or shot other than: (1) on an established target range; (2) while conducting authorized ballistics tests; (3) while engaged in recreational hunting activities; or (4) when authorized by a supervisor to shoot a wounded or dangerous animal or to disable a light, lock or other object which presents an impediment or hazard to an officer who is carrying out his/her lawful duties.

Whenever it is possible and practical to do so, more than one Agent of the Employer shall be involved in reasonable suspicion determinations under this agreement.

Section 18.5 - Refusal To Undergo Testing.

- (a) **Right to Refuse** - Employees have the right to refuse to undergo drug and alcohol testing. If an employee refuses to undergo drug or alcohol testing requested or required by the Employer, no such test shall be given.

- (b) **Consequences of Refusal** - If any employee refuses to undergo drug or alcohol testing requested or required by the Employer, the Employer may recommend to the Civil Service Commission that the employee may be discharged from employment on ground of insubordination and any other appropriate grounds.
- (c) **Refusal on Religious Grounds** - No employee who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds shall be deemed to have refused unless the employee also refuses to undergo drug or alcohol testing of a urine sample.
- (d) **Failure to Provide a Valid Sample with a Certified Result.** Failure to provide a valid sample with a certified result shall constitute a refusal to undergo drug or alcohol testing under this section. A “failure to provide a Valid Sample with a Certified Result” means: 1) failing to provide a valid sample that can be used to detect the presence of drugs and alcohol or their metabolites; 2) providing false information in connection with a test; 3) attempting to falsify test results through tampering, contamination, adulteration, or substitution; 4) failing to provide a specimen without a legitimate medical explanation; or 5) demonstrating behavior which is obstructive, uncooperative, or verbally offensive, and which results in the inability to conduct the test.

Section 18.6 - Procedure For Testing.

- (a) **Notification Form** - Before requesting an employee to undergo drug or alcohol testing, the Employer shall provide the individual with a form on which to (1) acknowledge that the individual has seen a copy of the Employer's *Drug and Alcohol Testing Policy*, and (2) indicate consent to undergo the drug and alcohol testing.
- (b) **Collecting the Test Sample** - The test sample shall be obtained in a private setting, and the procedures for taking the sample shall ensure privacy to employees to the extent practicable, consistent with preventing tampering with the sample. All test samples shall be obtained by or under the direct supervision of a health care professional.
- (c) **Testing the Sample** – The handling and testing of the sample shall be conducted in the manner specified in Minn. Stat. §181.953 by a testing laboratory which meets, and uses methods of analysis which meet, the criteria specified in subdivisions 1, 3, and 5 of the statute.
- (d) **Thresholds.** The threshold of a sample to constitute a positive result alcohol, drugs, or their metabolites is contained in the standards of one of the programs listed in Minn. Stat. §181.953 subd. 1, the employer shall, not less than annually, provide the Federation with a list or access to a list of substances tested for under this agreement and the threshold limits for each substance. In addition, the employer shall notify the Federation of any changes to the substances being tested for and of any changes to the thresholds at least thirty (30) days prior to implementation.
- (e) **Positive Test Results** – In the event an employee tests positive for drug use, the employee will be provided, in writing, notice of his/her right to explain the test results. The employee may indicate any relevant circumstance, including over the counter or

prescription medication taken within the last thirty (30) days, or any other information relevant to the reliability of, or explanation for, a positive test result.

Section 18.7 - Rights Of Employees. Within three (3) working days after receipt of the test result report from the Medical Review Officer, the Employer shall inform in writing an employee who has undergone drug or alcohol testing of:

- (a) A negative test result on an initial screening test or of a negative or positive test result on a confirmatory test;
- (b) The right to request and receive from the Employer a copy of the test result report;
- (c) The right to request within five (5) working days after notice of a positive test result a confirmatory retest of the original sample at the employee's expense at the original testing laboratory or another licensed testing laboratory;
- (d) The right to submit information to the employer within three (3) working days after notice of a positive test result to explain that result; indicate any over the counter or prescription medications that you the employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result;
- (e) The right of an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the Employer not to be discharged unless the employee has been determined by a Minnesota Licensed Alcohol and Drug Counselor (LADC) or a physician trained in the diagnosis and treatment of chemical dependency to be chemically dependent and the Employer has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with a Minnesota LADC or a physician trained in the diagnosis and treatment of chemical dependency, and the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion;
- (f) The right to not be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test;
- (g) The right, if suspended without pay, to be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative;
- (h) The right to not be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the Employer concerning the reliability of, or explanation for, a positive test result unless the employee was under an affirmative duty to provide the information before, upon, or after hire;

- (i) The right to review all information relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports or acquired information;
- (j) The right to suffer no adverse personnel action if a properly requested confirmatory retest does not confirm the result of an original confirmatory test using the same drug or alcohol threshold detection levels as used in the original confirmatory test.
- (k) The right to suffer no adverse personnel action based solely on the fact that the employee is requested to submit to a test.

Section 18.8 - Action After Test. The Employer will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee solely on the basis of requesting that an employee submit to a test or on the existence of a positive test result from an initial screening test that has not been verified by a confirmatory test.

A. Positive Test Result. Where there has been a positive test result in a confirmatory test and in any confirmatory retest (if the employee requested one), the Employer will do the following unless the employee has furnished a valid medical reason for the positive test result:

- (a) **First Offense** - The employee will be referred for an evaluation by an LADC or a physician trained in the diagnosis and treatment of chemical dependency. If that evaluation determines that the employee has a chemical dependency or abuse problem, the Employer will give the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with an LADC or a physician trained in the diagnosis and treatment of chemical dependency. If the employee either refuses to participate in the counseling or rehabilitation program or fails to successfully complete the program, as evidenced by withdrawal or discharge from the program before its completion, and alcohol or drug abuse prevents the employee from performing the essential functions of the job in question or constitutes a direct threat to property or the safety of others or otherwise constitutes a bona fide occupational qualification, the Employer may discharge the employee from employment.
- (b) **Second Offense** - Where an employee tests positive, and the employee has previously participated in one program of treatment required by the Employer, the Employer may discharge the employee from employment.

B. Suspensions and Transfers.

- (a) **Pending Test Results From an Initial Screening Test or Confirmatory Test.** While awaiting the results from the Medical Review Officer, the employee shall be allowed to return to work unless the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other MPRB employees, or the public, and the conduct upon which the

employee became subject to drug and alcohol testing would, independent of the of the results of the test, be grounds for discipline. In such circumstances, the employer may temporarily suspend the tested employee with pay, place the employee on paid investigatory leave or transfer the employee to another position at the same rate of pay.

(b) **Pending Results of Confirmatory Retest. Confirmatory retests of the original sample are at the employee's own expense.** When an employee requests that a confirmatory retest be conducted, the employer may place the employee on unpaid leave, place the employee on paid investigatory leave or transfer the employee to another position at the same rate of pay provided the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other MPRB employees, or the public. An employee placed on unpaid leave may use his/her accrued and unused vacation or compensatory time during the time of leave. An employee who has been placed on unpaid leave must be made whole if the outcome of the confirmatory retest is negative.

(c) **Rights of Employee in Event of Work Restrictions.** In situations where the employee is not allowed to remain at work until the end of his/her normal work day pursuant to this paragraph B, the Employer may not prevent the employee from removing his/her personal property including but not limited to the employee's vehicle, from the Employer's premises. If the employer reasonably believes that upon early dismissal from work under this paragraph the employee is about to commit a criminal offense by operating a motor vehicle while impaired by drugs or alcohol, the Employer may advise the employee that 911 will be called if the employee attempts to drive or call 911 before dismissing the employee from work so that a law enforcement officer may determine whether the employee is able to operate a motor vehicle legally. This policy is not applicable with regard to any such determination by a law enforcement officer.

C. **Other Misconduct** - Nothing in this policy limits the right of the Employer to discipline or discharge an employee on grounds other than a positive test result in a confirmatory test, subject to the requirements of law, the rules of the Civil Service Commission, and the terms of any applicable collective bargaining agreement. For example, if evidence other than a positive test result indicates that an employee engaged in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the Employer's workplace, the employee may receive a warning, a written reprimand, a suspension without pay, a demotion, or a discharge from employment, depending upon the circumstances, and subject to the above requirements.

D. **Other Consequences** – Other actions may be taken pursuant to Civil Service Rules, collective bargaining agreements or laws.

E. **Treatment Program Testing** – The Employer may request or require an employee to undergo drug and alcohol testing if the employee has been referred by the employer for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or

required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

Section 18.9 - Data Privacy.

The purpose of collecting a body component sample is to test that sample for the presence of drugs or alcohol or their metabolites. A sample provided for drug or alcohol testing will not be tested for any other purpose. The name, initials and social security number of the person providing the sample are requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result are requested to ensure that the test is reliable and to determine whether there is a legitimate medical reason for any drug or alcohol in the sample. All data collected, including that in the notification form and the test report, is intended for use in determining the suitability of the employee for employment. The employee may refuse to supply the requested data; however, refusal to supply the requested data may affect the person's employment status. The Employer will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another employer or to a third party individual, governmental agency, or private organization without the written consent of the person tested, unless permitted by law or court order.

Section 18.10 - Appeal Procedures

- A. Employees may appeal discipline imposed under this agreement through the Dispute Resolution Procedure contained in the Collective Bargaining Agreement (i.e. grievance procedure) or to the Minneapolis Civil Service Commission.
- B. Concerning disciplinary actions taken pursuant to this drug and alcohol testing agreement, available appeal procedures are as follows:
 - 1) Non-Veterans on Probation: An employee who has not completed the probationary period and who is not a Veteran has no right of appeal to the Civil Service Commission.
 - 2) Non-Veterans After Probation: An employee who has completed the probationary period and who is not a Veteran has a right to appeal to the Civil Service Commission only a suspension of over thirty (30) days, a permanent demotion (including salary decreases), or a discharge, if the employee submits a notice of appeal within fifteen (15) calendar days of the date of mailing by the Employer of notice of the disciplinary action.

Veterans: Pursuant to the Minnesota Veterans Preference Act *Minnesota Statutes* §197.46, an employee who is a Veteran has a right to appeal to the Civil Service Commission or to arbitration a permanent demotion (including salary decreases), or a discharge, if the employee submits a notice of appeal within thirty (30) calendar days of the date of mailing by the Employer of notice of the disciplinary action, regardless of status with respect to the probationary period. An employee who is a Veteran has a right to appeal to the Civil Service Commission a suspension of over thirty (30) days if the employee submits a notice of appeal within fifteen (15)

calendar days of the date of mailing by the Employer of notice of the disciplinary action.

- C. All notices of appeal must be submitted in writing to the Minneapolis Civil Service Commission, 250 South 4th Street - Room #100, Minneapolis, MN 55415-1339.
- D. An employee may elect to seek relief under the terms of that policy by contacting the Federation and initiating grievance procedures in lieu of taking an appeal to the Civil Service Commission.

Section 18.11 - Employee Assistance

Drug and alcohol counseling, rehabilitation, and employee assistance are available from or through the Employer's employee assistance program provider(s) (E.A.P.).

Section 18.12 - Distribution

Each employee engaged in the performance of any federal grant or contract shall be given a copy of this agreement.

Section 18.13 - Definition

- A. ***Confirmatory Test*** and ***Confirmatory Retest*** mean a drug or alcohol test that uses a method of analysis allowed by the Minnesota *Drug and Alcohol Testing in the Workplace Act* to be used for such purposes.
- B. ***Controlled Substance*** means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statute § 152.02.
- C. ***Conviction*** - means a finding of guilt (including a plea of nolo contendere (no contest)) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.
- D. ***Criminal Drug Statute*** means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.
- E. ***Drug*** means a controlled substance as defined in *Minnesota Statutes* §152.01, Subd. 4.
- F. ***Drug and Alcohol Testing, Drug or Alcohol Testing, and Drug or Alcohol Test*** mean analysis of a body component sample approved according to the standards established by the Minnesota *Drug and Alcohol Testing in the Workplace Act*, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
- G. ***Drug-Free Workplace*** means a site for the performance of work done in connection with any federal grant or contract at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.

- H. **Drug Paraphernalia** has the meaning defined in *Minnesota Statutes* §152.01, Subd. 18.
- I. **Employee** for the purposes of this agreement means a person, independent contractor, or person working for an independent contractor who performs services for the MPRB for compensation, in whatever form, including any employee directly engaged in the performance of work pursuant to the provisions of any federal grant or contract.
- J. **Employer** means the MPRB acting through a department head or any designee of the department head.
- K. **Federal Agency** or **Agency** means any United States executive department, military department, government corporation, government controlled corporation, any other establishment in the executive branch or any independent regulatory agency.
- L. **Grant** means an award of financial assistance - including a cooperative agreement - in the form of money, or property in lieu of money, by a federal agency directly to a grantee. The term *grant* includes block grant and entitlement grant programs. The term does not include any benefits to veterans or their families.
- M. **Grantee** means a person who applies for or receives a grant directly from a federal agency. The place of performance of a grant is wherever activity under the grant occurs.
- N. **Individual** means a grantee/contractor who is a natural person. This wording emphasizes that an individual differs both from an organization made up of more than one individual and from corporations, which can be regarded as a single “person” for some legal purposes.
- O. **Initial Screening Test** means a drug or alcohol test which uses a method of analysis allowed by the Minnesota Drug and Alcohol Testing in the Workplace Act to be used for such purposes.
- P. **Legitimate Medical Reason** means (1) a written prescription, or an oral prescription reduced to writing, which satisfies the requisites of *Minnesota Statutes* §152.11, and names the employee as the person for whose use it is intended; and (2) a drug prescribed, administered and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor, as described in *Minnesota Statutes* §152.12; and (3) a drug used in accord with the terms of the prescription. Use of any over-the-counter medication in accord with the terms of the product's directions for use shall also constitute a *legitimate medical reason*.
- Q. **Medical Review Officer** means a physician certified by a recognized certifying authority who reviews forensic testing results to determine if a legitimate medical reason exists for a laboratory result.
- R. **Positive Test Result** means a finding of the presence of alcohol, drugs or their metabolites in the sample tested in levels at or above the threshold detection levels as published by the employer pursuant to Section 18.6 (d) of this agreement.

- S. ***Reasonable Suspicion*** means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
- T. ***Under the Influence*** means having the presence of a drug or alcohol at or above the level of a positive test result.
- U. ***Valid Sample with a Certified Result*** means a body component sample that may be measured for the presence or absence of drugs, alcohol or their metabolites.

MINNEAPOLIS PARK AND RECREATION BOARD
NOTIFICATION AND CONSENT FORM FOR DRUG AND ALCOHOL TESTING
(REASONABLE SUSPICION) AND DATA PRACTICES ADVISORY

I acknowledge that I have seen and read the MPRB Drug and Alcohol Testing agreement. I hereby consent to undergo drug and/or alcohol testing pursuant to said agreement, and I authorize the MPRB through its agents and employees to collect a sample from me for those purposes.

I understand that the procedure employed in this process will ensure the integrity of the sample and is designed to comply with medical legal requirements.

I understand that the results of this drug and alcohol testing may be discussed with and/or made available to my employer, the MPRB. I further understand that the results of this testing may affect my employment status as described in the agreement.

The purpose of collecting a sample is to test that sample for the presence of drugs and alcohol. A sample provided for drug and alcohol testing will not be tested for any other purpose. The name, initials and social security number of the person providing the sample may be requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result will be requested by the Medical Review Officer (MRO) to ensure that the test is reliable and to determine whether there is a legitimate medical reason for any drug, alcohol, or their metabolites in the sample.

The MRO may only disclose to the MPRB test result data regarding presence or absence of drugs, alcohol, or their metabolites, in a sample tested. The MPRB or laboratory may not disclose the test result reports and other information acquired in the drug testing process to another employer or to a third party individual, governmental agency, or private organization without the written consent of the person tested, unless permitted by law or court order. Evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation, or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed as required by law, court order, or subpoena. Positive test results may not be used as evidence in a criminal action against the employee tested.

Name (Please Print or Type)

Social Security Number

Signature

Date

Witness

Date

ARTICLE 19
FITNESS FOR DUTY

Section 19.1 - Statement of Policy and Purpose. The Minneapolis Park Police Department and its employees know that the performance of law enforcement duties is inherently demanding and that such duties are sometimes performed under dangerous conditions and/or in a stressful environment. It is, therefore, important to the MPRB for the safety of its employees and the public to ensure that all personnel in the service of the Park Police are medically, psychologically and emotionally fit for duty. It shall be the policy of the Minneapolis Park Police to require fitness for duty examinations in accordance with the provisions set forth herein.

It is the purpose of this policy to establish standards and procedures for identifying and diagnosing officers of the Park Police who may suffer from medical, psychological or emotional conditions which impair their ability to perform their job duties satisfactorily. This policy shall be administered in a manner which is consistent with the MPRB's desire to treat affected employees with dignity and respect under such circumstances and to provide information and assistance to them concerning their fitness for duty.

It is the goal of the MPRB to have healthy and productive employees and to facilitate successful treatment for those employees experiencing debilitating health problems. In furtherance of this goal, the MPRB is committed to applying this Policy to promote rehabilitation, rather than discipline, while minimizing the interruption to the employee's life and career and to the employer's operations.

Section 19.2 - Circumstances Requiring Fitness For Duty Examinations. The MPRB may require an employee to be examined under this policy in the circumstances described below:

- (a) Where there exists a reasonable cause to believe, based upon specific observations and facts and rational inferences drawn from those observations and facts, that an employee may not be medically, psychologically or emotionally fit to perform the essential functions of the position to which he or she is assigned without accommodation. Such reasonable suspicion must be based upon the observations of at least two supervisors or co-workers who have first-hand knowledge or upon reliable information provided to a supervisor that the employee is currently exhibiting conduct which reasonably demonstrates that:
 - (1) the employee may be suffering from a physical or mental condition; and
 - (2) such condition:
 - (A) prevents the employee from effectively performing his/her duties; and
 - (B) is not likely to be healed or remedied without professional treatment or intervention.

- (b) Where an employee is returning to active service after a leave of absence without pay or similar absence or where the employee has been outside of the MPRB's observation or control for a period longer than six (6) calendar months.
- (c) Where an employee is returning to active service after a serious illness, injury or medical condition whether or not the employee's personal physician has placed restrictions on the employee's job-related activities.
- (d) Where an employee has been involved in a critical incident where the potential for physical or psychological trauma to the employee was significant.
- (e) Where the employee contends he/she is not medically, psychologically or emotionally fit for duty.

The provisions set forth in paragraphs (b) and (c) above shall not apply to psychological evaluations. A physician evaluating the physical fitness for duty may refer an employee for a psychological evaluation pursuant to the provisions of Section 19.5 below.

Section 19.3 - Procedures for Evaluating an Employee Exhibiting Behavior Creating Suspicion of a Health Impairment Affecting His/Her Ability to Perform Job Duties.

Step 1

The employee's immediate supervisor shall personally interview the employee for the purpose of determining whether a problem exists and, if so, whether the situation requires additional measures. During the interview the employee shall be given the opportunity to explain the behavior or circumstances which created the cause for concern. After interviewing the employee, the supervisor shall:

- conclude that the concern is unfounded, does not impair the employee's ability to perform his/her duties effectively, or is of a nature that can be remedied without the intervention of a physician or other licensed medical provider; or
- counsel the employee regarding the situation and advise the employee of the supervisor's intention to monitor ongoing performance in the expectation of observing improvement; or
- recommend to the Director, Park Safety and Security that the employee be considered for a referral for a fitness for duty evaluation.

Except in circumstances where the supervisor concludes that the concern is unfounded, the supervisor shall also encourage the employee to contact the Employee Assistance Program (EAP).

This Step 1 is not required in situations involving: physical injuries which clearly impair performance; imminent danger to self or others; or critical incidents.

Step 2

Where the supervisor recommends to the Director, Park Safety and Security that the employee be considered for referral for an evaluation, the supervisor shall prepare a written report which articulates the specific facts which establish the reasonable basis for requesting that the employee be referred to a fitness for duty examination, including the specific impact on the employee's ability to effectively perform his/her duties. A copy of the supervisor's written report to the Director, Park Safety and Security shall be provided to the employee, together with a notice that the employee may wish to seek the guidance of the Federation.

Step 3

Upon receipt of the supervisor's written report, the Director, Park Safety and Security will evaluate the case. The Director, Park Safety and Security shall:

- conclude that the concern is unfounded, does not impair the employee's ability to perform his/her duties effectively, or is of a nature that can be remedied without the intervention of a physician or other licensed medical provider; or
- recommend that the employee's supervisor monitor ongoing performance in the expectation of observing improvement; or
- refer the employee to a professional for a fitness for duty evaluation.

Section 19.4 - Directives To Be Examined; Notice. At the time an employee is required by the MPRB to undergo a fitness for duty examination, the MPRB shall inform the employee of the reason(s) for the examination and it shall provide the employee with a copy of all information provided by the MPRB to the examining physician or other licensed medical provider and a summary of all oral communication therewith. Except as described below in cases involving psychological examinations, refusal to submit to a required fitness for duty examination shall subject the employee to disciplinary action. In such cases, the employee shall not be permitted to work until the fitness for duty examination has been conducted and a fitness for duty finding has been made.

Section 19.5 - Psychological Evaluations; Reasonable Basis; Appeals. No psychological evaluations shall be required in the absence of a recommendation by the MPRB's examining physician or other licensed medical provider who has a reasonable basis for requiring the psychological evaluation. The MPRB shall inform the employee of such reasonable basis at the time he/she is ordered to report for the required psychological examination unless the examining physician or other licensed medical provider documents with reasonable specificity that disclosure of the information in the report is likely to cause harm to the employee or to others. In such cases, the information shall be handled and/or disclosed in a manner consistent with prevailing medical and/or legal authority.

If the employee disagrees that a reasonable basis exists for the required psychological evaluation, the employee may file a grievance contesting the requirement that he/she submit to the

examination. In such event, the employee shall not be required to report for the psychological evaluation until the grievance has been resolved under the expedited arbitration procedures of the Collective Bargaining Agreement. The MPRB may relieve the employee from duty without pay or reassign the employee to other duties during the pendency of the grievance resolution proceedings but shall not discipline or discharge the employee for refusing to submit to the psychological evaluation unless the employee refuses to undergo psychological evaluation after an arbitrator has determined, or the MPRB and the Federation agree, that a reasonable basis for the requirement exists. If an employee is relieved without pay, he/she may use available benefits in order to continue in paid status. If an employee is relieved without pay and it is subsequently determined that the MPRB lacked a reasonable basis to require a psychological evaluation, the MPRB shall make the employee whole by paying the employee for lost work days and/or restoring his/her benefit banks.

Section 19.6 - Examining Physicians; Costs. The physicians and/or other licensed medical providers relied upon by the MPRB in the administration of this policy shall be selected and employed by the MPRB. To minimize the delay in evaluating the employee, the MPRB shall have more than one physician and/or licensed medical personnel to conduct fitness for duty evaluations.

The MPRB shall bear all costs associated with fitness for duty examinations required under this policy and all time required by such examinations shall be regarded as "work time" under the Fair Labor Standards Act and the provisions of this Collective Bargaining Agreement.

Section 19.7 - Medical Records; Private. All medical data and records relied upon by the MPRB in the administration of this policy shall be classified as private data on individuals as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et. seq. All reports, correspondence, memoranda or other records which contain medical data on an employee shall be made available only to the Human Resources Manager, those who have the authority and responsibility to represent the interests of the MPRB in claims involving the MPRB in any forum or otherwise and others who may specifically be authorized by the employee to receive such data. The MPRB shall request an opinion from the MPRB Attorney in instances where questions arise over the proper distribution or handling of medical data relied upon by the MPRB in the administration of this policy or in connection with the MPRB's response to any finding that an employee is not fit for duty.

Section 19.8 - Adverse Findings; Appeals. Where it is determined that an employee is not fit for duty, the examining physician shall prepare a written report which includes the following:

- (a) A specific diagnosis of the medical condition and the reasons why such problem renders the employee unfit for duty; and
- (b) A statement as to whether the employee, with reasonable accommodation, is able to perform the essential functions of the job; and
- (c) A specific treatment plan, if any; and
- (d) A prognosis for recovery and a specific schedule concerning re-examination.

A copy of the examining physician's written report shall be provided to the Human Resources Manager and to the employee unless the examining physician or other licensed medical provider documents with reasonable specificity that disclosure of the information in the report is likely to cause harm to the employee or to others. In such cases, the information shall be handled and/or disclosed in a manner consistent with prevailing medical and/or legal authority.

In the event the employee disagrees with the determination of the examining physician or other licensed medical provider that he/she is not medically, psychologically, or emotionally fit for duty, the employee may submit medical information from a physician or other licensed medical provider of his/her own choosing. The employee shall be responsible for all costs associated with the second opinion unless such costs are covered by the employee's medical insurance. Where the employee's physician and the MPRB's physician have issued conflicting opinions concerning the employee's fitness for duty, the MPRB shall encourage the two physicians to confer with one another in an effort to resolve their conflicting medical opinions. If they are unable to do so within fifteen (15) calendar days after the date of the second opinion, the dispute concerning the employee's fitness for duty may be submitted by either party to a mutually acceptable third, neutral examining physician or other licensed medical provider (the "Neutral Examiner") who has expertise regarding the medical, psychological or emotional disorder involved and who is knowledgeable of the environment in which law enforcement duties are performed. The decision of the Neutral Examiner shall be final and binding on the parties. If the Neutral Examiner determines it necessary, the employee shall submit to an evaluation by the Neutral Examiner. If the Neutral Examiner determines that the employee is not fit for duty, he/she shall issue a written report which includes the information specified above. Notwithstanding the Provisions of 24.6, the cost of the Neutral Examiner, to the extent not covered by insurance, shall be split equally between the MPRB and the Federation. The dispute resolution procedures outlined herein shall not apply to Workers' Compensation cases.

At such time as the MPRB determines that an employee shall be required to submit to a fitness for duty evaluation and/or during the time any controversy concerning the employee's fitness for duty is being resolved, the MPRB may reassign the employee to other duties or relieve the employee from duty in its sole discretion. In the latter event, the employee shall be placed on paid leave of absence status which may be revoked if the employee fails to fully cooperate with the MPRB or its examining physicians and/or other licensed medical provider.

ARTICLE 20 **LEGAL COUNSEL**

Section 20.1 - Legal Counsel. The MPRB shall provide legal counsel to defend any employee against any action or claim for damages, including punitive damages, subject to limitations set forth in *Minnesota Statutes* §466.07, based on allegations relating to any arrest or other act or omission by the employee provided: the employee was acting in the performance of the duties of his or her position; and was not guilty of willful neglect of duty or bad faith.

The MPRB may undertake its obligation to its employee by assigning the matter to the MPRB Attorney or by employing outside counsel at its discretion. However, where there is a conflict of interest between the MPRB and its employee, the MPRB Attorney may represent or assign outside counsel based upon the provisions of this article. The decision on whether a conflict exists shall

be decided in the first instance by the MPRB Attorney. The MPRB shall pay the costs and expenses associated with such separate and independent counsel in instances where the limitations set forth in *Minnesota Statutes* §466.07 do not apply.

Where the MPRB determines that its position is in conflict with that of its employee, the MPRB shall notify the employee of the conflict and advise the employee that he or she is entitled to select independent counsel pursuant to the procedures set forth in this article.

Where the employee believes that his or her position in the litigation is in conflict with that of the MPRB, the employee may request that he or she be represented by independent counsel. The employee shall make such request in writing and such request shall specify the facts upon which the employee relies in asserting the conflict. The MPRB shall have five (5) business days from the date it receives such request to grant or deny the request and notify the employee in writing of its decision. If denied, the MPRB shall state in such notice the factual and/or legal basis upon which the request is denied. If the request is not denied within the five (5) business day period, it shall be deemed granted.

If the MPRB timely denies the request for independent counsel, the employee may appeal the decision within five (5) business days of the date on which he or she receives the MPRB's decision by giving written notice of appeal to the MPRB. The appeal shall be heard by a neutral third person who possesses the knowledge and experience necessary to determine whether a conflict of interest exists and who has been mutually selected by the MPRB and the Federation. The Parties may present evidence and testimony before the decision maker. The hearing and review of the decision shall be governed by the Uniform Arbitration Act, *Minnesota Statutes* §572.01, et seq.

An employee entitled to independent counsel under this article may select counsel from among the attorneys on the list approved by the MPRB and the Federation. The Federation shall propose attorneys for the list subject to approval by the MPRB based on the MPRB's fee schedule. Such approval shall not unreasonably be withheld. Notwithstanding approval by the MPRB, no firm shall be entitled to be placed on the list until it has agreed to undertake representation in such matters at the standard hourly rate negotiated by and among the Federation, the MPRB, and all approved firms. The list of approved attorneys shall contain not less than three firms.

Section 20.2 - Assignment of Judgment for Costs. Each defendant represented by MPRB-paid counsel shall assign to the MPRB any judgment for costs or disbursements awarded in favor of such defendant.

Section 20.3 - Liability Insurance. The MPRB may, at its option, maintain a standard policy of liability insurance covering employees against the actions and claims referenced in Section 20.1 above. The MPRB shall pay all premiums for such coverage.

ARTICLE 21

FEDERATION BUSINESS / REPRESENTATION

Section 21.1 – New Officer Orientation. The President of the Federation, or his designee, shall be granted one (1) hour of regularly scheduled new Officer Orientation class time for the purpose

of explaining the rights and obligations of employees under the *Public Employment Labor Relations Act of 1971*, as amended.

Section 21.2 – Park Representative. The Federation may designate an employee within the bargaining unit to serve as Federation Representative.

Section 21.3 - Holiday Donation for Federation Business. Employees shall be relieved from their regularly scheduled duties to engage in Federation activities in accordance with the terms of this section.

(1) **Federation Personnel.** The Federation President and/or any personnel he/she may designate to work exclusively on Federation business on a permanent basis (the "full-time personnel") will be assigned to the Human Resources Unit and shall continue as employees of the MPRB with all rights, benefits and obligations relating thereto. Members of the Federation Board of Directors or other Federation members (the "temporary personnel") shall, from time to time, be relieved from performing their regularly assigned work duties to allow them to engage in Federation business. In order to minimize the disruption to the MPRB which may be caused by the absence of an employee on leave to conduct Federation business, the Federation shall provide advance written notice to the MPRB as follows:

- (A) if the employee will be working exclusively on Federation business for more than six consecutive months (the "full-time personnel"), such notice shall be given as soon as practical but in no event less than sixty (60) calendar days prior to the commencement of the assignment to the Federation;
- (B) if the employee will be working exclusively on Federation business for more than one but less than six consecutive months, such notice shall be given as soon as practical but in no event less than thirty (30) calendar days prior to the commencement of the assignment to the Federation;
- (C) if the employee will be working on Federation business for all or part of less than thirty-one (31) consecutive days, such notice shall be given as soon as practical but in no event less than fifteen (15) calendar days prior to the posting of the schedule for the scheduling period in question.

Notwithstanding the foregoing, if the employee is seeking a leave from his/her regular work duties to work on Federation business of a nature for which neither the Federation nor the employee could sufficiently plan in advance, the Federation shall give such notice as soon as is practical. However, the parties agree that the MPRB retains the right to limit such an unplanned leave to three (3) consecutive work days. For the purpose of the foregoing limitation, "work days" are days on which the affected employee was scheduled to work at his/her regular assignment.

The Federation agrees that it will not seek a leave of absence of more than thirty-one (31) consecutive days for an employee to work exclusively on Federation business during the months of June, July and August. This limitation shall not apply to the "full-time personnel."

The Federation shall have the right and responsibility to direct the activities of personnel while such personnel are engaged in Federation business pursuant to this paragraph.

- (2) Donated Time Account. Once each year, one (1) day shall be donated to the Federation's Donated Time Account, on behalf of each member, pursuant to Article 10.7-d. The MPRB shall maintain an up-to-date and accurate system of accounting for the accumulation and use of donated time. Any discrepancies in accounting will be corrected promptly. Up to 40 hours of unused donated time may be carried over to the next fiscal year. Each payroll period, the Federation will contact the MPRB to report the hours worked during the payroll period by the full-time and temporary Federation personnel. The number of hours absent from duty and which are spent on Federation business will be debited from the donated time account, except that vacation days, sick days, and compensatory time used, shall not be debited from the donated time account.

ARTICLE 22 **NON-DISCRIMINATION**

In the application of this Agreement's terms and provisions, no bargaining unit employee shall be discriminated against in an unlawful manner as defined by applicable MPRB, State and/or Federal law or because of an employee's political affiliation or membership in the Federation.

ARTICLE 23 **SAVINGS CLAUSE**

Any provisions of this Agreement held to be contrary to law by a court of competent jurisdiction from which final judgment or decree no appeal has been taken within the time provided by law, shall be void. All other provisions shall continue in full force and effect.

ARTICLE 24 **LAYOFF AND RECALL FROM LAYOFF**

Section 24.1 - Layoffs and Bumping. Whenever it becomes necessary because of lack of funds or lack of work to reduce the number of employees in any rank, the Director of Park Safety shall immediately report such pending layoffs to the Superintendent or his/her designated representative. The status of involved employees shall be determined by the following provisions and the involved employees will be notified.

Subd. (a) *General Order of Layoff.* Layoffs shall be made in the following manner:

- (1) *Permit* employees shall be first laid off;
- (2) Temporary employees (those certified to temporary positions) shall next be laid off;
- (3) Persons appointed to permanent positions shall then be laid off. However, no sworn personnel shall be laid off so long as the Employer continues to employ any Park Agents or other non-sworn personnel with law enforcement authority; excluding any non-sworn personnel hired under special funding sources or paid out of non-police budget funds.

Subd. (b) *Layoff Based on Classification Seniority.* The employee first laid off shall be the employee who has the least amount of classification seniority in the rank in which reductions are to be made. Provided, however, employees retained must be deemed qualified to perform the required work and employees who possess unique skills or qualifications which would otherwise be denied the Employer may be retained regardless of their relative seniority standing.

Subd. (c) *Bumping.* Employees who are laid off shall have their names placed on a layoff list for their classification. Such employees who have at least two (2) years of Department seniority shall have the right to displace (*bump*) the employee of lesser Department seniority who was last certified to the next lower rank (including Park Agent) previously held permanently by the laid off employee. If the laid off employee cannot properly displace any employee in the next lower rank, such laid off employee shall have the right to displace (*bump*) the employee of lesser Department seniority who was the last certified to progressively lower ranks previously held permanently by the laid off employee and in which job performance was deemed by the Employer to be satisfactory. In all cases, however, the bumping employee must meet the current minimum qualifications of the claimed position and must be qualified to perform the required work.

Section 24.2 - Notice of Layoff. The Employer shall provide affected employees with at least thirty (30) calendar days' notice prior to the effective date of a layoff.

Section 24.3 - Recall from Layoff. An employee who has been laid off may be reemployed without examination in a vacant position of the same rank within three (3) years of the effective date of the layoff. Failure to receive an appointment within three (3) years will result in the employee's name being removed from the layoff list. However, the eligibility of an employee on the layoff list shall be extended for a period of military service while laid off upon notice to the

Employer by the employee of such military service.

Section 24.4 – Demotion List. Notwithstanding any provision in the Civil Service Rules to the contrary, the Employer agrees that any employee in the rank of captain, sergeant or lieutenant who is demoted by reason of the elimination of positions in his/her rank, shall be placed on a demotion

list. An employee placed on a demotion list shall remain on such list until he/she is returned to the rank from which he/she was demoted or he/she has refused an offer to return to such rank. When the Employer elects to fill a vacancy in the rank of captain, lieutenant or sergeant, it shall first fill the vacancy from an existing demotion list on a "last in, first out" basis and then, after no names remain on such demotion list, from the list established by the examination process.

Section 24.5 - Effect on Appointed Positions. Employees who hold a rank within the classified service but are serving in an unrepresented, appointed position cannot be displaced (*bumped*) within the meaning of this article by other bargaining unit employees during the time such employees hold their appointed positions. In the event such a person is removed from his/her appointed position he/she/ shall have the right to return to his/her last-held civil service rank. The return of such person shall not result in the removal (bumping) of another person in such rank. To the extent such removal causes there to be an excess above the authorized strength at such rank, the excess shall be reduced through attrition.

Section 24.6 - Exceptions.

Emergency Retention. Regardless of the priority of layoff, an employee may be retained on an emergency basis for up to fourteen (14) calendar days longer to complete an assignment.

ARTICLE 25
FUNERAL LEAVE

A leave of absence of five (5) working days 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, or stepsister, father-in-law, mother-in-law, grandparent or grandchild, or members of employees' households. For purposes of this subdivision, 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, if available and requested in advance, shall be granted as may reasonably be required under individual demonstrated circumstances.

ARTICLE 26
MERGER OF THE PARK POLICE WITH MINNEAPOLIS POLICE

In the event there are discussions between representatives of the MPRB and of the City of Minneapolis regarding a merger of the Park Police Department and the Minneapolis Police Department, the Employer agrees that the Federation shall be entitled to have a representative be present and participate in such discussions; at least to the extent that the discussions involve the employment status, employment rights, compensation and benefits and other terms and conditions of employment of Federation members.

ARTICLE 27
SICK AND SAFETY LEAVE

Section 27.01 - Sick and Safety Leave. Sick and safety leave shall be granted in accordance with Minneapolis Civil Service Commission Rules, MPRB policy, City ordinance, and State and Federal laws.

Section 27.02 - Workers' Compensation. The Parties agree to follow Minneapolis Civil Service Commission Rules as it applies to Workers' Compensation.

Section 27.03 -Injury On Duty

The Director, Park Safety and Security, in consultation with the MPRB Human Resources Department, shall grant an employee an Injury on Duty (IOD) leave of absence with pay for a physical disability incurred in the performance of law enforcement duty for a period of up to one hundred eighty (180) calendar days in accordance with the length of the disability. Disability incurred in the performance of duties peculiar to law enforcement will apply only to leave necessitated as a direct and approximate result of an actual injury or illness whether or not considered compensable under the Minnesota Workers' Compensation law. Disability resulting from each new injury or illness incurred in the performance of law enforcement duty, or a recurrent disability resulting directly from a previous injury or illness sustained in the performance of law enforcement duty, will be compensable pursuant to, and where otherwise not in conflict with, the provisions of this section. Such leave will not apply to disabilities incurred as the direct result of substantial and wanton negligence, intoxication, impairment, or misconduct of the disabled employee. The following conditions shall apply to IOD leave:

- (a) When employees exhaust the one hundred eighty (180) days as provided in this section but remain disabled, they will be required to then expend their regular earned sick leave, compensatory time, and vacation leave in order to obtain compensation during the period of continuing leave of absence resulting from the disability. When the employee has exhausted his/her sick leave, compensatory time, and vacation and still is disabled, the Director, Park Safety and Security may grant the employee additional disability leave in an amount up to ninety (90) working days. A request to extend leave must be in writing and must contain medical documentation that the employee is currently medically unable to perform the duties as a police officer, and is expected to return to the full performance of his/her duties at the expiration of such extended leave. The failure to provide the required medical documentation shall result in the denial of leave. To be eligible for such additional leave, the MPRB's health care provider must certify that the employee will be able to return to the full performance of his/her duties at the expiration of such leave.

Employees who at the expiration of their medical leave are unable to perform law enforcement duties shall be placed on medical layoff after expiration of all accrued benefits such as sick and vacation leave.

- (b) When an employee returns to work following his/her use of earned sick leave or vacation or during the period which they are on extended leave as provided above, regular earned sick leave will be restored to the employee as follows:

<u>Sick Leave Days at the Time of Exhaustion of the Original 180 Days</u>	<u>Restored Days (Maximum)</u>
0-59	0 (No sick leave restored)
60-99	20
100-199	45
200 or more	90

Section 27.04 - Notification Required. Employees shall be required to notify their immediate supervisor as soon as possible of any occurrence within the scope of this article which prevents work. If the Employer has provided pre-work shift contact arrangements, employees shall be required to provide such notification no later than one (1) hour before the start of the work shift. If no such arrangements have been made, employees shall be required to provide such notification as soon as possible but in no event later than one-half (½) hour after the start of the shift.

Section 27.05 Placement on Administrative Leave / Limited Duty Status.

Subd. (a) – Critical Incident Defined.

An incident involving any of the following situations occurring in the line of duty:

- The use of Deadly Force by or against a Police Officer;
- Death or Great Bodily Harm to an officer;
- Death or Great Bodily Harm to a person who is in the custody or control of an officer;
- Any action by an officer that causes or is intended to cause Death or Great Bodily Harm.

Subd. (b) – Critical Incident – Involved Officers.

Involved Officers, as defined above, shall be placed on a mandatory paid administrative leave for a minimum of five scheduled work days. The duration of the leave shall be as specified in Section 27.06.

Subd. (c) – Critical Incident – Witness Officers.

A Witness Officer, as defined above, may request to be placed on paid administrative leave for up to five scheduled work days following the Critical Incident. The decision to grant the request shall be made at the sole discretion of the Director, Park Safety and Security. The duration of the administrative leave for a Witness Officer shall be as specified in Section 27.06.

Section 27.06 Duration of Leave.

Subd. (a) – Critical Incident.

The duration of administrative leave for an Involved Officer shall be not less than five scheduled work days. The leave may extend beyond five scheduled work days following the critical incident at the sole discretion of the Director, Park Safety and Security. The leave may be extended beyond the five scheduled work days if requested by the Involved Officer and approved by the Director, Park Safety and Security. The duration of administrative leave for a Witness Officer shall not exceed five scheduled work days. The leave may be extended beyond the five scheduled work days if requested by the Witness Officer and approved by the Director, Park Safety and Security. The foregoing limitations on the maximum duration of administrative leave shall not apply when:

1. The officer is unfit for duty as determined pursuant to Article 19; or
2. There is sufficient reliable evidence to support a preliminary conclusion that the officer

may have engaged in conduct relating to the incident which, if true, would constitute misconduct. In such case, following the expiration of the five scheduled work days, the administrative leave shall be considered to be a leave pending investigation.

Subd. (b) – Pending Investigation.

The duration of the administrative leave or limited duty status, and any restrictions on the ability of the employee to work off-duty or overtime relating thereto, shall be at the discretion of the Director, Park Safety and Security for the first thirty (30) days. Thereafter, the duration of the administrative leave or limited duty status and any restrictions relating thereto shall be subject to the provisions of this Section. After the initial 30-day period, the Federation may request (not more frequently than once every two weeks) that the Director, Park Safety and Security provide an update on the status of the investigation and/or review the duty status and the restrictions on the employee.

ARTICLE 28

SICK LEAVE CREDIT PLAN AND ACCRUED SICK LEAVE RETIREMENT PLAN

Section 28.01 - Annual Sick Leave Credit Plan

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

- (a) Eligibility. An employee who has an accumulation of sick leave of four hundred eighty (480) hours 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 is accrued but is unused during the calendar year immediately following the election (the “Accrual Year”); and, if payment is to be made, the method of payment (regular or optional) as described below. 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. If an Eligible Employee elects to receive payment, but does not specifically elect the optional method, the optional method shall NOT be used.
- (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 Four Hundred Eighty (480) Hours, But Less Than Seven Hundred Twenty (720) Hours.* With regard to an Eligible Employee who, as of December 31 of the Accrual Year, has accumulated at least four hundred eighty (480) hours but less than seven hundred twenty (720) hours of sick leave, payment shall be made for the lesser of: the number of hours indicated by the employee on his/her election form; or the number of unused leave hours earned during the Accrual Year in excess of four hundred eighty (480) hours. 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-Seven Hundred Twenty (720) Hours, But Less Than Nine Hundred Sixty (960) Hours.* With regard to an Eligible Employee who, as of December 31 of the Accrual Year, has accumulated at least seven hundred twenty (720) hours but less than nine hundred sixty (960) hours of sick leave, payment shall be made for the lesser of: the number of hours indicated by the employee on his/her election form; or the number of unused leave hours earned during the Accrual Year in excess of seven hundred twenty (720) hours. The amount of the payment shall be based on fifty percent (75%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

- iii. *At Least Nine Hundred Sixty (960) Hours.* With regard to an Eligible Employee who, as of December 31 of the Accrual Year, has accumulated at least nine hundred sixty (960) hours of sick leave, payment shall be made for the lesser of: the number of hours indicated by the employee on his/her election form; or the number of unused leave hours earned during the Accrual Year in excess of nine hundred sixty (960) hours. 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.

- iv. *Optional Payment Method.* Payment shall be made for the lesser of: the number of hours indicated by the employee on his/her election form or the number of unused sick leave hours earned during the Accrual Year, with regard to an Eligible Employee who:
 1. has elected to receive payment under the optional method; and
 2. as of December 31 of the Accrual Year, has accumulated at least seven hundred twenty (720) hours of sick leave but has not accumulated enough aggregate hours to receive payment for all of the hours he/she accrued during the Accrual year at the rate specified in the subparagraph ii or iii above.

The amount of payment under the Optional Method shall be based on the percentage of the employee's regular hourly rate that would apply to *all* of the hours for which the employee is to be paid (namely, the next lower rate than that for which the employee was otherwise qualified).

- (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 paragraph (c) to a deferred compensation 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 28.02 - Accrued Sick Leave Benefit Pay Plan

Employees who separate from positions in the qualified service and who meet the requirements set forth in this article shall be paid in the manner and amount set forth herein.

(a) Payment for accrued but unused sick leave shall be made only to retired former employees who:

i. have separated from service; and

ii. as of the date of separation had accrued sick leave credit of no less than four hundred eighty (480) hours; and

iii. as of the date of separation had:

1. no less than twenty (20) years of qualified service as computed for retirement purposes, or

2. who have reached sixty years of age, or

(b) 3. who are required to retire early because of either disability or having reached mandatory retirement age. When an employee having no less than four hundred eighty (480) hours of accrued sick leave dies prior to separation, he/she shall be deemed to have separated because of disability at the time of death, and payment for his/her accrued sick leave shall be paid to the designated beneficiary as provided in this Section.

(c) The amount payable to each employee qualified hereunder shall be one-half (½) the daily rate of pay for the position held by the employee on the day of separation, notwithstanding subsequent retroactive pay increases, for each day of accrued sick leave subject to a minimum of four hundred eighty (480) hours and a maximum of one thousand nine hundred twenty (1920) hours.

(d) Such severance pay shall be paid in a lump sum following separation from employment but not more than sixty (60) days after the date of the employee's separation.

(e) 100% of the amount payable under this Section shall be deposited into the Health Care Savings Account (MSRS). This deposit shall occur within thirty (30) days of the date of separation.

(f) If an employee entitled to payment under this Section dies prior to receiving the full amount of such benefit, the payment shall be made to the beneficiary entitled to the

proceeds of his or her Employer group life insurance policy or to the employee's estate if no beneficiary is listed.

ARTICLE 29
DURATION AND EFFECTIVE DATE

Section 29.1 This Agreement shall be effective as of the first day of January 2022 and shall remain in full force and effect to and including the thirty-first day of December 2024 subject to the right on the part of the MPRB or the Federation to open this Agreement by written notice to the other Party not later than June 31, 2024. Failure to give such notice shall cause this Agreement to be renewed automatically for a period of twelve (12) months from year to year.

Section 29.2 In the event such written notice is given and a new Agreement is not signed by the expiration date of the old Agreement, then this Agreement shall continue in force until a new Agreement is signed. It is mutually agreed that the first meeting will be held no later than twenty (20) calendar days after the MPRB or Federation receives such notification.

Section 29.3 Employees who retire after the expiration of this Agreement but before the execution of a successor agreement, shall be entitled to compensation for hours worked after the expiration of the Agreement at the rate of pay established pursuant to the successor agreement.

SIGNATORY PAGE

NOW, THEREFORE, the Parties have caused this Agreement to be executed by their duly authorized representatives whose signatures appear below:

FOR THE MPRB:

FOR THE FEDERATION:

By Meg Forney 4/6/2022
Meg Forney Date
President

By Sherral Schmidt 3/31/2022
Sherral Schmidt Date
President

By Jennifer Ringold 4/6/20
Jennifer Ringold Date
Secretary

By Anna Helwig 3/31/2022
Secretary Date

By Adam Swierczek 3/31/2022
Adam Swierczek Date
Federation Park Representative

APPENDIX A

Classifications and Rates of Pay Effective 1/1/2022 to 12/31/2022

Classifications and Rates of Pay Effective 1/1/2022 through 12/31/2022								
Job Code	Job Title	Step 11 Recruit Academy Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
08170P	Police Officer Hired Before August 1, 2016	N/A	\$34,214381	\$43,810434	\$37,721763	\$39,806174	\$41,797028	\$44,320950
	Police Officer Hired on or after August 1, 2016	*See Schedule Below						
08175P	Police Officer, Part-Time		\$36,626250	\$39,806174	\$44,320950			
08210P	Police Sergeant		\$48,070933	\$49,513485	\$50,999554			
08150P	Police Lieutenant		\$55,461022	\$57,668366	\$59,379061			
08100P	Police Captain		\$61,784371	\$63,630045	\$65,541481			
	Notes for Step Progression of Police Officers Hired On or After August 1, 2016	Step "11" Recruit Academy Rate	Graduation from Recruit	After 8 months on Step 1				
Job Code	Job Title	Recruit Step 11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Police Officer Hired on or after August 1, 2016	\$34,214381	\$35,585132	\$36,626250	\$37,721763	\$39,806174	\$41,797028	\$44,320950
Longevity								
\$0.261	per hour additional at the beginning of the 7th year of service							
\$0.363	per hour additional at the beginning of the 8th year of service							
\$0.477	per hour additional at the beginning of the 9th year of service							
\$0.585	per hour additional at the beginning of the 10th year of service							
\$0.693	per hour additional at the beginning of the 11th year of service							
\$2.125	per hour additional at the beginning of the 12th year of service							
\$2.233	per hour additional at the beginning of the 13th year of service							
\$2.341	per hour additional at the beginning of the 14th year of service							
\$3.000	per hour additional at the beginning of the 15th year of service							
\$3.103	per hour additional at the beginning of the 16th year of service							
\$3.217	per hour additional at the beginning of the 17th year of service							
\$3.326	per hour additional at the beginning of the 18th year of service							
\$3.434	per hour additional at the beginning of the 19th year of service							
\$4.313	per hour additional at the beginning of the 20th year of service							
\$4.422	per hour additional at the beginning of the 21th year of service							
\$4.529	per hour additional at the beginning of the 22th year of service							
\$4.638	per hour additional at the beginning of the 23th year of service							
\$4.746	per hour additional at the beginning of the 24th year of service							
\$5.184	per hour additional at the beginning of the 25th year of service							
\$5.308	per hour additional at the beginning of the 26th year of service							
Shift Differential								
Employees in the Department who work a scheduled shift in which a majority of the work hours fall between the hours of 2:00 p.m. and 6:00 a.m., shall be paid a shift differential of one dollar and sixty-six point seven cents								
\$1.667	per hour for all hours worked							
Extra Duty								
TRC Co	Description	Hourly Rate						
XD1	Park Police Extra Duty - Base Premium	\$74.444						
XD2	Park Police Extra Duty - Coordinator Premium	\$84.462						
XD3	Park Police Extra Duty - Holiday Premium	\$111.666						
XD4	Park Police Extra Duty - Holiday Coordinator Premium	\$126.633						

APPENDIX B

The MPRB and Police Federation of Minneapolis will reopen wages for January 1, 2022 through December 31, 2024 after the City Of Minneapolis settles the Minneapolis Police Department contract.

APPENDIX C

The MPRB and Police Federation of Minneapolis will reopen wages for January 1, 2022 through December 31, 2024 after the City Of Minneapolis settles the Minneapolis Police Department contract.

APPENDIX D
Memorandum of Understanding – Health Insurance (2022)

**MINNEAPOLIS PARK AND RECREATION
BOARD**

AND

**THE POLICE OFFICERS' FEDERATION
OF MINNEAPOLIS**

LETTER OF AGREEMENT
2022 Health Care Insurance

WHEREAS, the Minneapolis Park and Recreation Board (hereinafter “Employer”) and the Police Officers’ Federation of Minneapolis (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 Health Care beginning January 1, 2022; and

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 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 premium 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 premium 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 Employer 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 Employer 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 monthly contributions for the period for the period January 1, 2022 through December 31, 2022 are as set forth in Appendix A. 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 Plan") 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 Plan 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 contribution 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 an agreement to the contrary, 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 rate increase.
11. The unions shall continue to be involved with the selection of and negotiations with the medical plan carrier or, so long as the City is self-insured, the third-party administrator of the City's plan.
12. This agreement does not provide the unions with veto power over the City's decisions.

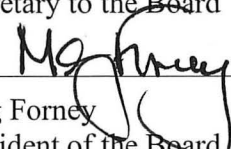
- 13. This agreement does not negate the City's obligation to negotiate with the unions as described by Minn. Stat. § 471.6161, Subd. 5.
- 14. The terms of this agreement shall be incorporated into the Collective Bargaining Agreement as appropriate without additional negotiations.

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

FOR THE MPRB:


 4/6/22

Jennifer Ringold Date
Secretary to the Board

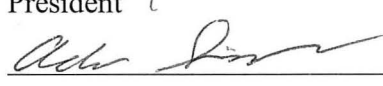
 4/6/22

Meg Forney Date
President of the Board

FOR THE UNION:

 3/31/2022

Sherral Schmidt Date
President

 3/31/2022

Adam Swierczek Date
Federation Park Representative

APPENDIX E

THE MINNEAPOLIS PARK & RECREATION BOARD

and

THE POLICE OFFICERS' FEDERATION
OF MINNEAPOLIS

LETTER OF AGREEMENT
Contract Extension and Related Matters

WHEREAS, the Minneapolis Park & Recreation Board and the Police Officers' Federation of Minneapolis are parties to a collective bargaining agreement which expired on December 31, 2019 (the prior Labor Agreement); and

WHEREAS, the Parties did not reach a comprehensive agreement concerning the terms and provisions of a successor Labor Agreement, nor was a successor Labor Agreement signed, until after the expiration date of the prior Labor Agreement; and

WHEREAS, the Parties entered into a new Labor Agreement (the successor Labor Agreement) which became effective on January 1, 2022 and extends to December 31, 2024; and

WHEREAS, the Parties wish to address the gap in the Labor Agreement between the expiration of the prior Labor Agreement on December 31, 2019 and effective date of the successor Labor Agreement, January 1, 2022.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. The prior Labor Agreement remained in full force and effect from January 1, 2020 to December 31, 2021 subject to the following amendment:
 - a. Wage schedules for the years 2020 and 2021, attached hereto as Exhibits 1 and 2.
2. The successor labor agreement includes a wage reopener for 2022, 2023 and 2024.

FOR THE MPRB:

FOR THE FEDERATION:

By Meg Forney 4/6/2022
Meg Forney Date
President

By Sherral Schmidt 3/31/2022
Sherral Schmidt Date
President

By Jennifer Ringold 4/6/22
Jennifer Ringold Date
Secretary

By Amy Adams 3/31/2022
Amy Adams Date
Secretary

By Adam Swierczek 3/31/2022
Adam Swierczek Date
Federation Park Representative

EXHIBIT 1
Classifications and Rates of Pay Effective 1/1/2020 to 6/30/2020

Job Code	Job Title	Step 11 Recruit Academy Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
08170P	Police Officer Hired Before August 1, 2016	N/A	\$31.921750	\$33.517330	\$35.194110	\$37.138850	\$38.996630	\$41.351100
	Police Officer Hired on or after August 1, 2016	*See Schedule Below						
08175P	Police Officer, Part-Time		\$34.172005	\$37.138850	\$41.351100			
08210P	Police Sergeant		\$44.849805	\$46.195695	\$47.582185			
08150P	Police Lieutenant		\$51.744700	\$53.804135	\$55.959995			
08100P	Police Captain		\$57.644895	\$59.366335	\$61.149690			
	Notes for Step Progression of Police Officers Hired On or After August 1, 2016	Step "11" Recruit Academy Rate	Upon Graduation from Recruit Academy	After 8 months on Step 1				
Job Code	Job Title	Recruit Step 11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Police Officer Hired on or after August 1, 2016	\$31.921750	\$33.200650	\$34.172005	\$35.194110	\$37.138850	\$38.996300	\$41.351100
Longevity								
\$0.244	per hour additional at the beginning of the 7th year of service							
\$0.344	per hour additional at the beginning of the 8th year of service							
\$0.445	per hour additional at the beginning of the 9th year of service							
\$0.546	per hour additional at the beginning of the 10th year of service							
\$0.647	per hour additional at the beginning of the 11th year of service							
\$1.982	per hour additional at the beginning of the 12th year of service							
\$2.084	per hour additional at the beginning of the 13th year of service							
\$2.184	per hour additional at the beginning of the 14th year of service							
\$2.799	per hour additional at the beginning of the 15th year of service							
\$2.901	per hour additional at the beginning of the 16th year of service							
\$3.002	per hour additional at the beginning of the 17th year of service							
\$3.103	per hour additional at the beginning of the 18th year of service							
\$3.203	per hour additional at the beginning of the 19th year of service							
\$4.024	per hour additional at the beginning of the 20th year of service							
\$4.126	per hour additional at the beginning of the 21th year of service							
\$4.226	per hour additional at the beginning of the 22th year of service							
\$4.327	per hour additional at the beginning of the 23th year of service							
\$4.428	per hour additional at the beginning of the 24th year of service							
\$4.837	per hour additional at the beginning of the 25th year of service							
\$4.953	per hour additional at the beginning of the 26th year of service							
Shift Differential								
Employees in the Department who work 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 one dollar and thirty-six point zero cents								
\$1.555	per hour for all hours worked							
Extra Duty								
TRC Code	Description	Hourly Rate						
XD1	Park Police Extra Duty - Base Premium	\$69.456						
XD2	Park Police Extra Duty - Coordinator Premium	\$78.803						
XD3	Park Police Extra Duty - Holiday Premium	\$104.184						
XD4	Park Police Extra Duty - Holiday Coordinator Premium	\$118.204						

EXHIBIT 1 (Continued)
Classifications and Rates of Pay Effective 7/1/2020 to 12/31/2020

Job Code	Job Title	Step 11 Recruit Academy Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
08170P	Police Officer Hired Before August 1, 2016	N/A	\$32.400576	\$34.020090	\$35.722022	\$37.695933	\$39.581245	\$41.971367
	Police Officer Hired on or after August 1, 2016	*See Schedule Below						
08175P	Police Officer, Part-Time		\$34.684585	\$37.695933	\$41.971367			
08210P	Police Sergeant		\$45.522552	\$46.888630	\$48.295918			
08150P	Police Lieutenant		\$52.520871	\$54.611197	\$56.799395			
08100P	Police Captain		\$58.509568	\$60.256830	\$62.066935			
	Notes for Step Progression of Police Officers Hired On or After August 1, 2016	Step "11" Recruit Academy Rate	Upon Graduation from Recruit Academy	After 8 months on Step 1				
Job Code	Job Title	Recruit Step 11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Police Officer Hired on or after August 1, 2016	\$32.886585	\$34.204140	\$35.204854	\$36.257852	\$38.261372	\$40.174963	\$42.600937
Longevity								
\$0.247	per hour additional at the beginning of the 7th year of service							
\$0.349	per hour additional at the beginning of the 8th year of service							
\$0.451	per hour additional at the beginning of the 9th year of service							
\$0.554	per hour additional at the beginning of the 10th year of service							
\$0.656	per hour additional at the beginning of the 11th year of service							
\$2.012	per hour additional at the beginning of the 12th year of service							
\$2.115	per hour additional at the beginning of the 13th year of service							
\$2.217	per hour additional at the beginning of the 14th year of service							
\$2.841	per hour additional at the beginning of the 15th year of service							
\$2.944	per hour additional at the beginning of the 16th year of service							
\$3.047	per hour additional at the beginning of the 17th year of service							
\$3.149	per hour additional at the beginning of the 18th year of service							
\$3.251	per hour additional at the beginning of the 19th year of service							
\$4.085	per hour additional at the beginning of the 20th year of service							
\$4.187	per hour additional at the beginning of the 21th year of service							
\$4.289	per hour additional at the beginning of the 22th year of service							
\$4.392	per hour additional at the beginning of the 23th year of service							
\$4.494	per hour additional at the beginning of the 24th year of service							
\$4.910	per hour additional at the beginning of the 25th year of service							
\$5.027	per hour additional at the beginning of the 26th year of service							
Shift Differential								
Employees in the Department who work 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 one dollar and thirty-six point zero cents								
\$1.578	per hour for all hours worked							
Extra Duty								
TRC Code	Description	Hourly Rate						
XD1	Park Police Extra Duty - Base Premium	\$70.498						
XD2	Park Police Extra Duty - Coordinator Premium	\$79.985						
XD3	Park Police Extra Duty - Holiday Premium	\$105.747						
XD4	Park Police Extra Duty - Holiday Coordinator Premium	\$119.977						

EXHIBIT 2
Classifications and Rates of Pay Effective 1/1/2021 to 6/30/2021

Job Code	Job Title	Step 11 Recruit Academy Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
08170P	Police Officer Hired Before August 1, 2016	N/A	\$32.886585	\$34.530391	\$36.257852	\$38.261372	\$40.174963	\$42.600937
	Police Officer Hired on or after August 1, 2016	*See Schedule Below						
08175P	Police Officer, Part-Time		\$35.204854	\$38.261372	\$42.600937			
08210P	Police Sergeant		\$46.205390	\$47.591960	\$49.020357			
08150P	Police Lieutenant		\$53.308684	\$55.430365	\$57.651386			
08100P	Police Captain		\$59.387212	\$61.160682	\$62.997939			
	Notes for Step Progression of Police Officers Hired On or After August 1, 2016	Step "11" Recruit Academy Rate Recruit Step 11	Upon Graduation from Recruit Academy	After 8 months on Step 1				
Job Code	Job Title	Step 11 Recruit Academy Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Police Officer Hired on or after August 1, 2016	\$32.886559	\$34.204140	\$35.204854	\$36.257852	\$38.261372	\$40.174963	\$42.600937
Longevity								
\$0.251	per hour additional at the beginning of the 7th year of service							
\$0.355	per hour additional at the beginning of the 8th year of service							
\$0.458	per hour additional at the beginning of the 9th year of service							
\$0.563	per hour additional at the beginning of the 10th year of service							
\$0.666	per hour additional at the beginning of the 11th year of service							
\$2.042	per hour additional at the beginning of the 12th year of service							
\$2.147	per hour additional at the beginning of the 13th year of service							
\$2.250	per hour additional at the beginning of the 14th year of service							
\$2.884	per hour additional at the beginning of the 15th year of service							
\$2.989	per hour additional at the beginning of the 16th year of service							
\$3.093	per hour additional at the beginning of the 17th year of service							
\$3.197	per hour additional at the beginning of the 18th year of service							
\$3.300	per hour additional at the beginning of the 19th year of service							
\$4.146	per hour additional at the beginning of the 20th year of service							
\$4.250	per hour additional at the beginning of the 21th year of service							
\$4.354	per hour additional at the beginning of the 22th year of service							
\$4.458	per hour additional at the beginning of the 23th year of service							
\$4.562	per hour additional at the beginning of the 24th year of service							
\$4.984	per hour additional at the beginning of the 25th year of service							
\$5.103	per hour additional at the beginning of the 26th year of service							
Shift Differential								
	Employees in the Department who work 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 one dollar and thirty-six point zero cents							
\$1.602	per hour for all hours worked							
Extra Duty								
TRC Code	Description	Hourly Rate						
XD1	Park Police Extra Duty - Base Premium	\$71.555						
XD2	Park Police Extra Duty - Coordinator Premium	\$81.184						
XD3	Park Police Extra Duty - Holiday Premium	\$107.333						

EXHIBIT 2 (Continued)
Classifications and Rates of Pay Effective 7/1/2021 to 12/31/2021

Job Code	Job Title	Step 11 Recruit Academy Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
08170P	Police Officer Hired Before August 1, 2016	N/A	\$33.379884	\$35.048347	\$36.801720	\$38.835292	\$40.777588	\$43.239951
	Police Officer Hired on or after August 1, 2016	*See Schedule Below						
08175P	Police Officer, Part-Time		\$35.732927	\$38.835292	\$43.239951			
08210P	Police Sergeant		\$46.898471	\$48.305839	\$49.755662			
08150P	Police Lieutenant		\$54.108314	\$56.261820	\$58.516157			
08100P	Police Captain		\$60.278020	\$62.078093	\$63.942908			
	Notes for Step Progression of Police Officers Hired On or After August 1, 2016	Step "11" Recruit Academy Rate	Upon Graduation from Recruit Academy	After 8 months on Step 1				
Job Code	Job Title	Recruit Step 11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Police Officer Hired on or after August 1, 2016	\$33.379884	\$34.717202	\$35.732927	\$36.801720	\$38.835292	\$40.777588	\$43.239951
Longevity								
\$0.255	per hour additional at the beginning of the 7th year of service							
\$0.360	per hour additional at the beginning of the 8th year of service							
\$0.465	per hour additional at the beginning of the 9th year of service							
\$0.571	per hour additional at the beginning of the 10th year of service							
\$0.676	per hour additional at the beginning of the 11th year of service							
\$2.073	per hour additional at the beginning of the 12th year of service							
\$2.179	per hour additional at the beginning of the 13th year of service							
\$2.284	per hour additional at the beginning of the 14th year of service							
\$2.927	per hour additional at the beginning of the 15th year of service							
\$3.033	per hour additional at the beginning of the 16th year of service							
\$3.139	per hour additional at the beginning of the 17th year of service							
\$3.245	per hour additional at the beginning of the 18th year of service							
\$3.350	per hour additional at the beginning of the 19th year of service							
\$4.208	per hour additional at the beginning of the 20th year of service							
\$4.314	per hour additional at the beginning of the 21th year of service							
\$4.419	per hour additional at the beginning of the 22th year of service							
\$4.525	per hour additional at the beginning of the 23th year of service							
\$4.630	per hour additional at the beginning of the 24th year of service							
\$5.058	per hour additional at the beginning of the 25th year of service							
\$5.179	per hour additional at the beginning of the 26th year of service							
Shift Differential								
	Employees in the Department who work 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 one dollar and thirty-six point zero cents							
\$1.626	per hour for all hours worked							
Extra Duty								
TRC Code	Description	Hourly Rate						
XD1	Park Police Extra Duty - Base Premium	\$72.629						
XD2	Park Police Extra Duty - Coordinator Premium	\$82.402						
XD3	Park Police Extra Duty - Holiday Premium	\$108.943						
XD4	Park Police Extra Duty - Holiday Coordinator Premium	\$123.603						

APPENDIX F

MINNEAPOLIS PARK AND RECREATION BOARD AND

POLICE OFFICERS FEDERATION OF MINNEAPOLIS

LETTER OF AGREEMENT

Retention Pay

This Letter of Agreement is made and entered into by and between the Minneapolis Park and Recreation Board (the "Employer"), and the Police Officers Federation of Minneapolis (the "Union"), collectively the "Parties" between the Employer and the Union and agree as follows:

1. The employer will pay to eligible peace officers retention pay as an incentive to be and remain employed in active working status with the Employer through December 31, 2022. Retention pay is determined based on the step the peace officer was in on January 1, 2022:

Title	Step	Retention Pay
Police Lieutenant Parks	3	\$1,056
Police Sergeant Parks	2	\$2,093
Police Sergeant Parks	3	\$1,946
Police Officer Parks	1	\$3,473
Police Officer Parks	2	\$3,370
Police Officer Parks	3	\$3,262
Police Officer Parks	4	\$3,055
Police Officer Parks	5	\$2,858
Police Officer Parks	6	\$2,608

2. Current bargaining unit members who are actively employed and available for regular scheduled duty as of December 1, 2021 ("current eligible employees") may be eligible to receive retention pay. Current eligible employees must remain actively employed and available for regular scheduled duty until at least December 31, 2022. Upon completion of service through that date, the retention pay shall be paid in January 2023. Current eligible employees who separate from service prior to December 31, 2022, shall no longer qualify for the retention pay.
3. Retention payments are subject to normal tax withholding and any other deductions.
4. Nothing herein shall be construed as a guarantee of ongoing employment for any bargaining unit member.
5. This Letter of Agreement sets no precedent.

- 6. All other terms and conditions of the Agreement will remain in force.
- 7. This Letter of Agreement will expire on December 31, 2024.

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

For the MPRB:

For the Union:

Jennifer Ringold Date

Sherral Schmidt Date

Secretary to the Board

President

**MINNEAPOLIS PARK AND RECREATION
BOARD
AND
THE POLICE OFFICERS' FEDERATION
OF MINNEAPOLIS**

LETTER OF AGREEMENT – Extra Duty Assignments

WHEREAS, the Minneapolis Park and Recreation Board (hereinafter “Employer”) and the Police Officers’ Federation of Minneapolis (hereinafter “Union”) are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, Section 9A.7 – Priority for Extra Duty and Section 10.6 – Special Overtime Practices of the Collective Bargaining Agreement addresses how “extra-duty” assignments are made for represented job titles; and

WHEREAS, the total number of extra-duty hours may exceed internal Park Police staffing capacity; and

WHEREAS, the MPRB acknowledges there is a significant benefit to the Park System in having Park Police staff assigned to extra duty activities;

WHEREAS, the MPRB’s Alcohol Policy allows privately contracted security which meet MPRB insurance and licensing requirements to provide security for private events;

WHEREAS, the current CBA Section 9A.7 does not address prioritization of privately contracted security for private events; and

WHEREAS, the Parties mutually agree to following terms for the assignment and allocation of extra duty hours.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. For private events, Park Police officers will be assigned on a voluntary basis, based on the requirements of the Alcohol in the Parks Policy.

(a-1) Full-time MPRB Officers, on a volunteer basis.

(a-2) Part-time MPRB Officers, on a volunteer basis.

(a-3) If no bargaining unit members volunteer for the posted assignment within seven days of the assignment taking place, the MPRB may, at its own discretion, offer work to other job

classifications and/or qualifying supplemental law enforcement officers. "Qualifying supplemental law enforcement officers" is defined as POST licensed law enforcement officers employed full-time by law enforcement agencies; said law enforcement agencies must have jurisdiction to enforce laws in the State of Minnesota within MPRB property.

(a-4) If no other MPRB job classifications the MPRB offered assignments to volunteers for the assignment, a Park Police officer will be assigned based on inverse seniority, barring other regular and extra duty obligations.

(a-5) If there is no Park Police officer capacity for assignment, a Park Patrol Agent will be assigned based on inverse seniority, barring other regular and extra duty obligations.

(a-6) If there is neither Park Police officer nor Park Patrol Agent capacity for the extra duty assignment due to other regular duty and extra duty obligations, the MPRB may allow for privately contracted security, as outlined in the Use of Alcohol in the Parks Policy.

3. The MPRB will post extra duty assignments exclusively for bargaining unit members for at least 72 hours. In cases when the MPRB has less than 72 hours of notice prior to an extra duty event, the posting time requirements do not apply.

4. For all other extra duty, Park Police officers will continue to be assigned based on the currently in effect Collective Bargaining Agreement and related policies.

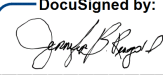
5. The extra duty rate for private events will be in 2023:

- i. Base Premium shall be one and three-fourths (1.75) times the current top step Park Police Patrol Officer hourly rate of pay, including the current top longevity step.
- ii. Coordinator Premium shall be one and three-fourths (1.75) times the current top Sergeant pay, including the current top longevity step.

5. The Parties agree this letter of agreement will expire at the signing of a new CBA.

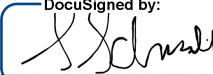
THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below:

FOR THE MPRB:

DocuSigned by:

 By _____ 3/27/2023
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Al Bangoura Date
Superintendent

FOR THE FEDERATION:

DocuSigned by:

 By _____ 3/24/2023
 0D8BF3767F584A8...

Sherral Schmidt Date
President

MINNEAPOLIS PARK AND RECREATION BOARD

AN ACTION, RESOLUTION OR ORDINANCE

In accordance with Article VI, Section 6.2(j), of the City Charter, there is herewith submitted to you, the Mayor of the City of Minneapolis, an action, resolution or ordinance adopted by the Minneapolis Park and Recreation Board which you may approve by affixing your signature herein below or if you disapprove of same to return to the Board, with your objection thereto, by depositing the same with the Secretary of the Board to be presented to the Board at their next meeting where the question of its passage will be put again before the Board.

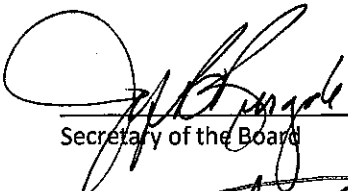
IX.1. Resolution 2023-53

RESOLUTION APPROVING A LETTER OF AGREEMENT WITH MINNEAPOLIS PARK & RECREATION BOARD AND THE POLICE OFFICERS' FEDERATION OF MINNEAPOLIS TO ADDRESS EVENT STAFFING AT PRIVATE EVENTS

PASSED March 15, 2023

APPROVED

VETOED


Secretary of the Board


Mayor