
MINNEAPOLIS PARK AND RECREATION BOARD

and

CITY EMPLOYEES LOCAL #363

LABOR AGREEMENT

<p>SEASONAL MAINTENANCE EMPLOYEES</p>
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For the Period:

January 1, 2022 through December 31, 2023

Local 363 Seasonal Maintenance Employees

**COLLECTIVE BARGAINING AGREEMENT COVERING
SEASONAL MAINTENANCE EMPLOYEES OF THE
MINNEAPOLIS PARK AND RECREATION BOARD**

FOR January 1, 2022 THROUGH DECEMBER 31, 2023

This Agreement is hereby made and entered into by and between the Minneapolis Park and Recreation Board (hereinafter Board), and City Employee's Union, Local No. 363 (hereinafter Union).

It is understood and agreed between the parties that Local 363 is the formally recognized representative in matters involving conditions of employment of the maintenance employees of the Board, and as such, Local 363 is authorized under law to enter into this Collective Bargaining Agreement for and on behalf of the classifications of employees it represents, as shown by Exhibit "A" hereto, which also sets forth the compensation for said classifications and is hereby made part of this Agreement.

The Board and the Union agree that they will actively abide by, for the term of this Agreement, the existing Rules of the Minneapolis Civil Service Commission relating to the subjects of appointment, classification, disability leave, discipline, discharge, funeral leave, jury duty, layoff, resignations, and seniority. The Board and the Union will meet and confer about proposed changes to the Civil Service rules that may be considered during the term of this agreement and will provide the results of those discussions to the Civil Service Commission for its consideration. Employees will be considered to have passed probation after completing nine hundred twenty (920) hours of work with a performance rating of seventy percent (70%) or more.

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

GENERAL TERMS

Hours of service will be scheduled by the employing officer in accordance with the funds and work available. Payroll periods shall be biweekly.

HOURS OF WORK

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

The normal workweek for employees shall be forty (40) hours consisting of five consecutive workdays followed by two (2) days off- When no work stoppage is scheduled for lunch, no time deduction shall be made for a lunch period.

All employees will be allowed two (2) work-relief periods per day not to exceed fifteen (15) minutes in mid-morning, and fifteen (15) minutes in mid-afternoon as scheduled by the supervisor during each full day worked, such relief to normally be taken on the job site, unless a different location is approved by the supervisor.

The Minneapolis Park & Recreation Board will work with each employee to insure they are assigned a schedule that meets the needs of the employer; takes into consideration the circumstances and needs of the employee, and provides a full forty (40) hour work week schedule for Service Area, Golf, or Environmental Operations; if mutually agreed upon by the Minneapolis Park & Recreation Board and the employee.

OVERTIME

Overtime will be paid after eight (8) hours in any workday or after forty (40) hours for all Park Board Seasonal Employees at a rate of one-and-a-half (1½) times the employee's rate of pay. There will be no seventh consecutive day at two (2) times the salary rate.

In calculating overtime hours, the following shall be included in the workweek: hours actually worked and show-up time. To receive payment for overtime hours, the employee must actually work the hours credited or show up ready for work.

Any overtime earned by Seasonal Golf Course Parkkeepers will be paid in cash at time and one half during the payroll period it is earned.

NOTICE OF WORK CHANGE

An employee will receive at least forty-eight (48) hours notice when he/she is not to work on any particular day and will give forty-eight (48) hours notice when the employee desires to take credited time off, except in the case of emergency or act of God, or when mutually agreed to between the employee and the Board.

If any employee properly shows up for work, and no work is available, the employee shall receive two (2) hours' pay if no work proceeds and a minimum of four (4) hours' pay if work does proceed for at least one (1) hour.

SPLIT SHIFTS

There will be no split shifts.

JOB POSTING

When a permanent Parkkeeper job vacancy occurs, certified Seasonal Park Maintenance Workers, Golf Course Seasonal Parkkeepers, Seasonal Gardeners and Seasonal Environmental Program Workers who have completed one full season shall be the exclusive candidates for no less than thirty-three percent (33%) of those vacancies. The employer shall rely upon performance evaluations to determine who will be interviewed for the transfer opportunity to permanent Parkkeeper job vacancies. The union and the employer will work together to review and modify the performance review process to provide a more consistent rating across the system.

Effective upon ratification, when a permanent Parkkeeper job vacancy occurs, certified Seasonal Park Maintenance Workers, Golf Course Seasonal Parkkeepers, Seasonal Gardeners and Seasonal Environmental Program Workers who have completed one full season shall receive preference points in an open competitive posting that occurs after ratification.

Upon transfer to Parkkeeper, seasonal employees shall be paid at the wage step on the permanent job title pay schedule, which is closest to their current seasonal wage rate and does not result in a decrease in pay.

WORK RULES

Reasonable work rules will be formulated and posted.

HOLIDAYS

All employees will be paid for holidays that fall into their regular schedule. To get paid they must work at least 2 hours prior to the holiday and 2 hours after the holiday. Employees who work on said Holidays shall be compensated in cash at time and one half in the payroll period in which it is earned.

Local 363 Seasonal Maintenance Employees

COMPENSATORY TIME

All employees shall receive eight (8) hours of compensatory time per season. If not taken in each season while on recall, the eight (8) hours will be paid out on the last paycheck if at all possible.

ASSIGNMENT PREFERENCE

Covered employees shall indicate and receive their work assignments on a seasonal basis by classification seniority. This choice can be exercised once each season at the time of recall. Further, covered employees shall indicate and receive their work assignments on a seasonal basis, by seniority, to a specific Special Services Facility, on a location by location basis, as long as vacancies exist at that Facility. Preference assignments shall be in writing and shall be maintained in the files of the Supervisor, Park Maintenance. In recognition of the variations in the seasonal amenities across the system, the parties agree to allow covered employees to be retained up to fourteen (14) calendar days out of classification seniority order upon written notification to the union and on a case by case basis.

GRIEVANCE PROCEDURE

Section 1. This grievance procedure is established to resolve any specific dispute between an employee and the Board concerning, and limited to, the interpretation or application of the provisions of this Agreement.

Section 2. Any employee presenting a grievance may elect to be represented by a Union representative of the employee's choice at any step of this procedure.

Section 3. A grievance shall be resolved in the following manner:

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

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

Step 3: If a complaint is not resolved in Step 2, and the Union wishes to continue the grievance, the Union shall, within seven (7) business days after receipt of the supervisor's answer, present the written grievance to the Director or his/her designee. The Director or designee shall give the Union and the employee the Board's written answer within seven (7) business days after receipt of the grievance.

Step 4: If a grievance is not resolved in Step 3 and the Union wishes to continue the grievance, the Union shall, within seven (7) business days after receipt of the Director or designee's answer, present the written grievance and reply to the Assistant Superintendent or his/her designee. The Assistant Superintendent shall give the Union and the employee the Board's written answer within seven (7) business days after receipt of the grievance.

Step 5: If the grievance is not resolved in Step 4 and the Union wishes to continue the grievance, the Union shall, within seven (7) business days after receipt of the Assistant Superintendent's answer, present the written grievance and replies to the Board's Superintendent or this person's designee who shall consider the grievance and shall give the Union the Board's written answer fourteen (14) business days after receipt of the grievance.

Local 363 Seasonal Maintenance Employees

Step 6: If a grievance is not resolved in Step 5 and the Union wishes to continue the grievance, the Union may, within seven (7) business days after receipt of the answer of the Superintendent or this person's designee, refer the written grievance and replies to arbitration. The parties shall attempt to agree upon an arbitrator within (7) business days after receipt of notice of referral; and in the event the parties are unable to agree upon an arbitrator within said seven (7) business day period, either party may request the Bureau of Mediation Services to submit a panel of seven (7) arbitrators. Both the Board and the Union shall have the right to alternately strike two (2) names from the panel. In the event the parties cannot agree on the party striking the first name, the decision will be decided by a flip of a coin. The remaining person shall be the arbitrator. The arbitrator shall be notified by a joint letter from the Board and the Union requesting that the arbitrator set a time and a place, subject to the availability of the Board and Union representatives.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provision of this Agreement. The Arbitrator shall be limited to only the specific written grievance submitted by the Board and the Union and shall have no authority to make a decision on any issue not so submitted. The arbitrator shall submit a decision in writing within (10) days following the close of the hearing or the submission of briefs by the parties; whichever is the later, unless the parties agree to an extension

thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

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

Section 4. The Board and the Union agree that the grievance and arbitration procedures contained in this Agreement are the sole and exclusive means of resolving all grievances arising under this Agreement. At any stage of the proceeding, however, representative of the Board and the Union may meet and resolve the dispute without further formal action.

Section 5. The time limits established in this Article may be extended by mutual written consent of the Board, the employee, and the Union.

Section 6. If the grievance is not timely pursued within the prescribed time limits, said grievance shall be considered resolved on the basis of the last answer provided, and there shall be no further appeal or review. Should the Board not respond within the prescribed time limits, the grievance will proceed to the next step.

Section 7. When an employee has elected to pursue a remedy by state statute or Minneapolis City Charter for alleged conduct which may also be a violation of this Agreement, the employee shall not have simultaneous nor subsequent resort to this grievance procedure and the grievance then or thereafter processed shall be forever waived. The filing of a grievance based on the same issue or subject matter shall act as a bar for any action based on the same grievance brought in any court or administrative body pursuant to federal or state law, or Minneapolis City Charter provision. However, the filing of a grievance under this labor agreement does not prevent an employee from pursuing both the grievance and a charge of discrimination brought under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

LABOR RELATIONS

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

Section 8. Union Dues and Fair Share Fees: In recognition of the Union as the exclusive representative, the Employer shall deduct an amount sufficient to provide initiation fee and the payment of the regular monthly Union membership dues uniformly established by the Union from the wages of all employees who have authorized, in writing, such deduction on a form designated and furnished by the Union. The Union shall certify to the employer, in writing, the current amount of regular monthly membership dues which it has uniformly established for all members. Such deductions shall be cancelled by the Employer upon a written request made by the involved employee to the Union with a copy to the appropriate departmental payroll office.

Section 9. Union Leave: Leaves of absence without pay to serve in an elective or appointive position in the Union shall be granted pursuant to applicable Minnesota statutes. Upon return to active employment, such employees shall be credited for time served on Union leave for the purpose of determining the amount of vacation to which they are entitled each year thereafter and for the further purpose of calculating longevity pay.

Local 363 Seasonal Maintenance Employees

Section 10. Safety Shoe Reimbursement: Employees shall be reimbursed for the cost of required safety shoes once each year according to the following schedule:

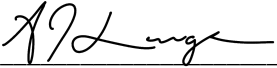
- Effective April 1, 2010 – up to \$105.00
- Effective April 1, 2012 – up to \$115.00
- Effective April 1, 2023 – up to \$150.00

If the total purchase price for safety shoes is less than the schedule amount, the actual purchase price will be reimbursed. Reimbursement for safety shoes will be paid out as soon as possible after the documentation of purchase has been submitted.


EFFECTIVE DATE

This Agreement will be effective for the period January 1, 2022 through December 31, 2023 and is executed and signed by the parties hereto through their lawfully designated officers pursuant to the authority of the Board and pursuant to the authorization of the members and officers of Local 363.

**CITY EMPLOYEES' UNION LOCAL
NUMBER 363**

 Jun 23, 2023
 AJ Lange Date
 Business Manager, Local 363

**MINNEAPOLIS PARK AND RECREATION
BOARD**

 Jun 23, 2023
[Margret Forney \(Jun 23, 2023 15:14 CDT\)](#)
 President, Margret Forney Date

 Jun 23, 2023
[Jennifer Ringold \(Jun 23, 2023 15:20 CDT\)](#)
 Secretary, Jennifer Ringold Date

Local 363 Seasonal Maintenance Employees

APPENDIX A – PAY SCHEDULE FOR CITY EMPLOYEES LOCAL 363 SEASONAL EMPLOYEE UNIT

Effective April 1, 2022 (2.25% increase)				
	Step 1	Step 2	Step 3	Step 4
Gardener	17.764241	19.068959	20.998158	21.834516
Golf	17.652726	19.581925	20.362526	21.176581
Maintenance	16.158434	17.452	19.414654	20.172952
Environmental	16.158434	17.452	19.414654	20.172952
Effective April 1, 2023 (2.5% increase)				
	Step 1	Step 2	Step 3	Step 4
Gardener	19.545683	21.523112	22.380379	
Golf	20.071473	20.871589	21.705996	
Maintenance	17.8883	19.900021	20.677275	
Environmental	16.562394	17.8883	19.900021	20.677275

Other Provisions

1. All employees who work nine hundred twenty (920) actual hours as a certified employee at Step 1 and receive a performance rating score of 70 or greater on the most recent performance appraisal are eligible to move to Step 2.
2. Full Season Bonus. Certified employees who has actual worked hours of 690 in a season, receive a performance rating score of 75 or greater on their final performance evaluation and fulfill their annual written commitment shall receive their Full Season Bonus based on the following schedule:

Effective April 1, 2013, an additional \$0.40 per hour.

Effective April 1, 2023, an additional \$0.80 per hour for hours worked in Step 1, an additional \$1.30 per hour for hours worked in Step 2, an additional \$1.80 per hour for hours worked in Steps 3 and 4

This Full Season Bonus shall be paid each year for all hours paid for that respective season.

3. Former regular unit bargaining unit members shall be compensated at Step 2 and be eligible to qualify for the Full Season Bonus when hired either as a permit or as a certified Seasonal Park Maintenance Worker, Golf Course Seasonal Parkkeepers and Seasonal Environmental Program Workers. They will be eligible for steps in future seasons same as any other covered members.
4. Effective 4/1/23, eliminate Step 1 for only the job titles of Seasonal Park Maintenance Worker, Seasonal Gardener, and Seasonal Golf Course Parkkeeper. On 4/1/23, employees in these job titles will automatically be updated to the new dollar amount for their step.

APPENDIX B

MINNEAPOLIS PARK AND RECREATION BOARD

And

**CITY EMPLOYEES' UNION LOCAL NO. 363 a/w LABORERS
INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO**

**LETTER OF AGREEMENT
Seasonal Golf Course Parkkeeper Scheduling of Hours**

WHEREAS, the Minneapolis Park and Recreation Board (hereinafter "Employer") and the City Employees' Union, Local Union No. 363. a/w Laborers' International Union of North America, AFL-CIO (hereinafter "Union") are parties to a Collective Bargaining Agreement (hereinafter "Agreement") that is currently in force; and

WHEREAS, the Parties had extensive discussion during negotiations about scheduling less than forty hours per week for the seasonal workforce employed in the Golf Department; and

WHEREAS, the Parties agreed to enter into a letter of agreement allowing the Employer to work a limited number of Seasonal Golf Course Parkkeepers at a reduced schedule;


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

- 1) The Employer may work up to twelve (12) Seasonal Golf Course Parkkeepers at a schedule of less than forty (40) hours per week but not less than four (4) hours per day.
- 2) The Employer's Assistant Superintendent for Recreation and the Union's Business Manager will meet after second year to discuss how the change in golf scheduling is working.
- 3) This Letter of Agreement is in effect for the duration of the Agreement and then expires unless the Parties agree to renew the terms herein.


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

FOR THE CITY OF MINNEAPOLIS:

FOR THE UNION:


[Jennifer Ringold \(Jun 23, 2023 15:20 CDT\)](#)

 Jennifer Ringold Date
 Secretary to the Board



 AJ Lange Date
 Business Manager

MINNEAPOLIS PARK & RECREATION BOARD

AND

CITY EMPLOYEES' UNION LOCAL NO. 363 a/w LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

LETTER OF AGREEMENT
ADDITIONAL STEP

This Letter of Agreement is made and entered into effective the first day the Collective bargaining agreement is signed by both parties. The parties are defined as the Minneapolis Park and Recreation Board (hereinafter the "Board") and the City Employees' Union, Local Union No. 363. a/w Laborers International Union of North America, AFL-CIO (hereinafter the "Union"), collectively the "parties."

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

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

WHEREAS, the Board and the Union share mutual conceptions of competitive compensation;


NOW THEREFORE BE IT RESOLVED that the parties agree to **negotiate** the addition of Step 4 for the job titles of Seasonal Gardener, Seasonal Golf Course Parkkeeper and Seasonal Park Maintenance Worker in the successor agreement.


This letter of agreement expires on 12-31-2023.

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

FOR THE CITY OF MINNEAPOLIS:

FOR THE UNION:


Jennifer Ringold (Jun 23, 2023 15:20 CDT) Jun 23, 2023
Jennifer Ringold Date
Secretary to the Board


AJ Lange Jun 23, 2023
AJ Lange Date
Business Manager












Seasonal 363 CBA 2022-2023 final

Final Audit Report

2023-06-23


Created:	2023-06-20
By:	Kendra Charles (KCharles@minneapolisparcs.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOm_mthKkv-IY0AGY481oaBy9sB6R3uaj

"Seasonal 363 CBA 2022-2023 final" History

-  Document created by Kendra Charles (KCharles@minneapolisparcs.org)
2023-06-20 - 8:49:03 PM GMT- IP address: 50.200.154.10
-  Document emailed to local363ajlange@gmail.com for signature
2023-06-20 - 8:51:04 PM GMT
-  Email viewed by local363ajlange@gmail.com
2023-06-21 - 2:21:23 PM GMT- IP address: 64.122.33.106
-  Signer local363ajlange@gmail.com entered name at signing as AJ Lange
2023-06-23 - 8:11:47 PM GMT- IP address: 64.122.33.106
-  Document e-signed by AJ Lange (local363ajlange@gmail.com)
Signature Date: 2023-06-23 - 8:11:49 PM GMT - Time Source: server- IP address: 64.122.33.106
-  Document emailed to mforney@minneapolisparcs.org for signature
2023-06-23 - 8:11:51 PM GMT
-  Email viewed by mforney@minneapolisparcs.org
2023-06-23 - 8:13:23 PM GMT- IP address: 104.47.64.254
-  Signer mforney@minneapolisparcs.org entered name at signing as Margret Forney
2023-06-23 - 8:14:26 PM GMT- IP address: 68.168.163.51
-  Document e-signed by Margret Forney (mforney@minneapolisparcs.org)
Signature Date: 2023-06-23 - 8:14:28 PM GMT - Time Source: server- IP address: 68.168.163.51
-  Document emailed to Jennifer Ringold (jringold@minneapolisparcs.org) for signature
2023-06-23 - 8:14:29 PM GMT
-  Email viewed by Jennifer Ringold (jringold@minneapolisparcs.org)
2023-06-23 - 8:19:28 PM GMT- IP address: 104.47.64.254

 Document e-signed by Jennifer Ringold (jringold@minneapolisparks.org)

Signature Date: 2023-06-23 - 8:20:08 PM GMT - Time Source: server- IP address: 50.59.38.226

 Agreement completed.

2023-06-23 - 8:20:08 PM GMT