
MINNEAPOLIS PARK & RECREATION BOARD

and

**MINNEAPOLIS BUILDING AND
CONSTRUCTION TRADES COUNCIL,
AFL-CIO**

LABOR AGREEMENT

TRADES UNIT

For the Period January 1, 2022 through December 31, 2024

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LABOR AGREEMENT

Between

MINNEAPOLIS PARK & RECREATION BOARD

and

MINNEAPOLIS BUILDING & CONSTRUCTION
TRADES COUNCIL, AFL-CIO

THIS AGREEMENT, hereinafter referred to as the *Labor Agreement* or the *Agreement*, is made and has been entered into effective **January 1, 2022** between the Minneapolis Park & Recreation Board, the *Employer*, and the Minneapolis Building and Construction Trades Council, AFL-CIO, the *Union*. Unless specifically agreed to by the Employer and the Union in writing, any changes in this Agreement from the prior labor agreement shall be effective upon ratification of this Agreement by both the Union and the Employer's Park Board of Commissioners. The Employer and the Union, the *Parties*, agree to be bound by the following terms and provisions:

ARTICLE 1 RECOGNITION AND UNION SECURITY

Section 1.01 - Recognition and Amendments to Unit

Subd. 1. Recognition

The Employer recognizes the Union as the sole and exclusive certified collective bargaining representative of all employees whose job classifications and rates of pay are set forth in Appendix "A" of this Agreement, except those who are Supervisors and Confidential employees within the meaning of the *Minnesota Public Employment Labor Relations Act*, as amended, those who are otherwise excluded by the Act, and all other employees.

Subd. 2. Amendment to Certified Unit

Disputes which arise between the Employer and the Union over the inclusion or exclusion of any job classifications may be referred by either Party to the Commissioner, Bureau of Mediation Services, State of Minnesota, for determination in accordance with applicable statutory provisions. Determination by the Commissioner shall be subject to such review and determination as is provided by statute and such rules and regulations as are promulgated thereunder. In the event the Employer has established a new job classification which is added to the bargaining unit by agreement between the Parties or by determination of the Commissioner, Bureau of Mediation Services, State of Minnesota, the Parties agree to negotiate with one another concerning wages and such other terms and conditions of employment as may be applicable to the position and which are not covered by this Agreement. However, it is agreed that all other terms and provisions of the Agreement shall apply to the new job classification.

Section 1.02 - Union Dues

Subd. 1. Union Dues Payroll Deductions

In recognition of the Union as the exclusive representative, the Employer shall deduct an amount sufficient to provide 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.

Subd. 3. Time of Deductions

The Employer shall deduct Union dues each payroll period. In the event an employee covered by the provisions of this section has insufficient pay due to cover the required deduction, the Employer shall have no further obligations to effect subsequent deductions for the involved payroll period.

Subd. 4. Remittance

The Employer shall remit such membership dues made pursuant to the provisions of this section to the appropriate designated officer of the Union by the 15TH of the month following the month of the deduction along with a list of the names of the employees from whose wages deductions were made and not made.

Subd. 5. General Administration

The following shall be applicable to the administration of the provisions of this section:

a. All certifications from the Union as to the amounts of deductions to be made as well as notifications by the Union and/or bargaining unit employees as to changes in deductions must be received by the Employer 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.

b. The Employer shall, upon the request of the Union, but no more frequently than once each calendar quarter, provide the Union with a report showing the names of those employees in the bargaining unit along with their classifications and department locations, mailing addresses of record, Union Code, current rates of pay, and classification/City seniority.

c. When an employee on the dues deduction transfers from one work location within the bargaining unit to another, the deduction of dues shall not be terminated except as directed by the involved employee.

d. No other employee organization shall be granted payroll deduction of dues for employees covered by the Agreement without the express written permission of the Union.

Subd. 6. Hold Harmless

The Union agrees to indemnify, defend and hold the Employer, its officers, agents and employees harmless against any and all claims, suits, orders or judgments brought or issued against the Employer, its officers, agents and employees as a result of any action taken or not taken in compliance with the specific provisions of this section or which are taken or not taken at the request of the Union.

Section 1.03 - Exclusive Representation

The Employer shall not enter into any agreements with the employees covered by this Agreement either individually or collectively or with any other employee organization which in any way conflicts with the terms and provisions of this Agreement. Further, the Employer shall meet and negotiate, pursue the resolution of grievances and conduct arbitration proceedings only with the properly designated representative(s) of the Union.

Section 1.04 - Union Stewards

The Union may designate certain bargaining unit employees to act as stewards and shall certify to the Employer, in writing, their names. In the event that the Union is unable or unwilling to appoint a permanent employee as a Steward, the Union shall have the right to appoint a temporary employee as a Steward. He/she shall be allowed to perform his/her steward functions and shall have lay-off protection until and if he/she is the last temporary employee in that specific Trade employed by the MPRB. The Employer agrees to recognize such representatives, subject to the following:

Subd. 1. Number of Stewards

The Union may designate one (1), but no more than one (1), steward on each shift for each of the Employer's principal work areas from among those employees who work therein.

Subd. 2. Activities of Stewards

Designated and certified stewards shall be granted reasonable time off, with pay, in order to investigate and/or present grievances to the Employer during their normal working hours. Such stewards, however, shall not leave their work stations without first obtaining the permission of their immediate supervisor and shall notify their immediate supervisor upon returning to work. The permission of the supervisor shall not be denied without good cause.

Section 1.05 - Visitation

With notice to an available supervisor at a worksite, non-employee representatives of the Union who have been certified to the Employer may come on the worksite for the purpose of investigating and presenting grievances. The Union agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other Union activities on the Employer's time by such non-employee representatives, the Union's stewards or any officers of the Union.

Section 1.06 - Bulletin Boards

The Employer shall provide for the Union's use, reasonable space on designated bulletin boards for the purpose of posting official Union notices. Each posted notice shall bear the signature of the Union representative who has posted the notice and the date of the posting. Such person shall be required to remove the notice once it has served its purpose. The Union shall not post material of a political nature.

Section 1.07 - Union Membership

Employees have the right to join or to refrain from joining the Union. Neither the Employer nor the Union nor any of their respective agents or representatives shall discriminate against or interfere with the rights of employees to become or not become members of the Union, and further there shall be no discrimination or coercion against any employee because of Union membership or non-membership. The Union shall, in its responsibility as exclusive representative of the employees, represent all bargaining unit employees without discrimination, interference, restraint, or coercion.

Section 1.08 - Supplemental Twin City Pipe Trades Pension Trust

The Employer and the Union agree to allow employees represented by Local 15 to participate in the Plumbers National Pension Fund. Effective April 1, 2012, two dollars and forty cents (\$2.40) per hour will be paid by the Employer directly to the Twin City Pipe Trades Pension Trust Fund. This contribution for each member of the Union will be made in lieu of the equivalent amount of wages that would otherwise have been paid to the member. The parties agree to open this provision for negotiation during the term of the agreement upon a written request from the Union.

For purposes of determining future wage rates, the Employer shall first restore the amount of the wage reduction then apply the applicable wage multiplier, then reduce the revised wage. The Employer agrees to follow the provisions of the Twin City Pipe Trades Trust Agreement and the determinations of the Board of Trustees of that Trust and the obligations set forth in the Trust Agreement or the terms of the Pension Plan as long as such provisions do not increase the costs of the Employer.

ARTICLE 2
MANAGEMENT RIGHTS

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

Section 2.01 - Civil Service Rules

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.

ARTICLE 3
NO STRIKE - NO LOCKOUT

Section 3.01 - No Strike

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

Section 3.02 - No Lockout

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

Section 3.03 - Violations by Employees

Any employee who violates any provision of this article may be subject to disciplinary action, including discharge.

ARTICLE 4
SETTLEMENT OF DISPUTES

Section 4.01. This grievance procedure is established to resolve any specific dispute between an employee and the Board concerning, and limited to, the interpretation or application of the provisions of this Agreement.

Section 4.02. A grievance shall be resolved in the following manner:

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

Step 2: If a complaint is not resolved in Step 1, and the employee through the Union's representative wishes to file a grievance, the Union shall, within twenty-one (21) calendar days of the oral discussion with the Trades Manager, serve a written copy of the grievance on the Director of Asset Management. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the specific provisions of the Agreement allegedly violated, and the relief requested. The Director of Asset Management shall respond in writing to the Union, within twenty-one (21) calendar days after receipt of the grievance.

Step 3: If a grievance is not resolved in Step 2 and the Union wishes to continue the grievance, the Union shall, within fourteen (14) calendar days after receipt of the Director of Asset Management's answer, present the written grievance and reply to the Assistant Superintendent of Environmental Stewardship. The Assistant Superintendent of Environmental Stewardship shall give the Union and the employee the Board's written answer within fourteen (14) calendar days after receipt of the grievance.

Step 4: If the grievance is not resolved in Step 3 and the Union wishes to continue the grievance, the Union shall, within seven (7) calendar days after receipt of the Assistant Superintendent of Environmental Stewardship'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) calendar days after receipt of the grievance.

Step 5: If a grievance is not resolved in Step 4 and the Union wishes to continue the grievance, the Union may, within forty-five (45) calendar days after receipt of the answer of the Board's Superintendent or this person's designee, refer the written grievance and replies to arbitration. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of notice of referral; and in the event the parties are unable to agree upon an arbitrator within said seven (7) calendar day period, either party may request the Bureau of Mediation Services to submit a panel of nine (9) 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 of the selection 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 thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is the later, unless the parties agree to an extension thereof.

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

The fee and expenses of the arbitrator shall be divided equally between the Board and the Union; provided, however, that each party shall be responsible for compensating its own representative and witnesses. If either Party desires a verbatim record of the proceedings, it may cause such record to be made provided it pays for the record and provides a copy thereof to the other Party and to the Arbitrator.

Section 4.03 The Board and the Union agree that the grievance and arbitration procedures contained in this Agreement are the sole and exclusive means of resolving all grievances arising under this Agreement. At any stage of the proceeding, however, representatives of the Board and Union may meet and resolve the dispute without further formal action.

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

Section 4.05 If the grievance is not timely pursued within the prescribed time limits, said grievance shall be considered resolved on the basis of the last answer provided, and there shall be no

further appeal or review. Should the Board not respond within the prescribed time limits, the grievance will proceed to the next step.

Section 4.06 When an employee has elected to pursue a remedy by state statute or Minneapolis City Charter for alleged conduct which may also be a violation of this Agreement, the employee shall not have simultaneous nor subsequent resort to this grievance procedure and the grievance then or thereafter processed shall be forever waived. The filing of a grievance based on the same issue or subject matter shall act as a bar for any action based on the same grievance brought in any court or administrative body pursuant to federal or state law, or Minneapolis City Charter provision. However, the filing of a grievance under this labor agreement does not prevent an employee from pursuing both the grievance and a charge of discrimination brought under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

ARTICLE 5

EMPLOYEE DISCIPLINE AND DISCHARGE

Section 5.01 - Just Cause

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

Section 5.02 - Progressive Discipline

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

Subd. 1. Reprimands, either oral or written;

Subd. 2. Suspension from duty without pay;

Subd. 3. Demotion in position and/or pay or discharge from employment.

If the Employer has reason to reprimand an employee, it shall normally not be done in the presence of other employees or the public.

Section 5.03 - Discharge Due Process

No *regular employee* (i.e., an employee who has satisfactorily completed the initial probationary period) shall be discharged without having been afforded an opportunity to hear the reason(s) for the discharge and without an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discharge and/or any extenuating or mitigating circumstances which the employee believes is relevant to the discharge decision. Whenever possible and practical, such opportunities shall be provided in a conference with the Employer which shall be conducted after advance notice to the employee and his/her Union representative who shall be permitted to attend the conference. If a conference is to be conducted, the involved employee(s) shall remain in pay status until the conference has been completed.

Section 5.04 - Appeals

Disciplinary actions within the meaning of this article, excluding oral reprimands, imposed upon an employee who has completed the initial probationary period, may be appealed through the grievance procedure outlined elsewhere in this Agreement. Grievances filed concerning suspensions, demotions and/or discharges may be initiated at Step 2 of such procedure. Such matters shall be handled in accordance with the provisions of the grievance procedure; and, if necessary, through the arbitration procedure.

Section 5.05 - Disciplinary Action Records

A written record of all disciplinary actions within the meaning of this article, excluding oral reprimands, shall be provided to the involved employee(s) and may be entered into the employee's personnel record. Investigations into conduct which do not result in disciplinary action, however, shall not be entered into the employee's personnel record. When a disciplinary action more severe than a written reprimand is imposed, the Employer shall notify the employee in writing of the specific reason(s) for such action at the time such action is taken and provide the Union with an informational copy. Written reprimands shall not be relied upon to form the basis for further disciplinary action after two (2) years following the date of the written reprimand.

Section 5.06 - Disciplined Employee's Response

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

Section 5.07 - Union Representation

Employees have the right to request, and be offered a reasonable amount of time to obtain, Union representation at any conference concerning a grievance, or a complaint involving performance or employment status of the employee. If the conference may involve discipline, the Employer shall inform the employee such that the employee may secure Union representation.

ARTICLE 6
SENIORITY

Section 6.01 - Seniority Defined

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

Subd. 1. Park Board Seniority Defined

Park Board seniority is defined as the length of uninterrupted employment with the Employer and based on the employee's initial certification as a Park Board employee. Effective for employees hired on or after May 1, 1999, Park Board seniority is defined as the length of uninterrupted employment with the Employer and based on the date of the employee's first day of employment.

Subd. 2. Classification Seniority Defined

Classification seniority is defined as the length of employment within a job classification and based on the employee's certification number. Effective for employees hired on or after May 1, 1999 or changing classifications on or after May 1, 1999, classification seniority is defined as the length of employment within a job classification and based on the date the employee began working in that classification on a permanent basis.

Subd. 3. Ties in Seniority

Ties in classification seniority shall be broken by Park Board seniority. Ties in Park Board seniority shall be broken randomly.

Subd. 4. Seniority During Workers' Compensation Absences

Park Board and classification seniority shall not be lost and shall continue to accumulate without limitation during all workers' compensation absences.

Section 6.02 - System Seniority Credit

Upon hiring an applicant who was previously employed by the City of Minneapolis (City Council Departments) the Employer shall grant City and Classification seniority credit for all purposes provided such applicant's employment is continuous between such Boards and the Employer and to the extent that such Boards afford reciprocal recognition of seniority credit to the employees covered by this Agreement.

Section 6.03 - Loss of Seniority

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

Subd. 1. He/she quits or retires and does not rescind such action within five (5) calendar days;

Subd. 2. He/she is discharged and the discharge is not reversed;

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

ARTICLE 7
FILLING VACANT POSITIONS

Section 7.01 - General Provisions

The Parties agree that the following provisions respecting the filling of vacant bargaining unit positions shall be applicable in addition to other Employer-promulgated procedures to the extent that such procedures do not conflict with the provisions herein. The provisions herein shall become effective upon ratification of this Agreement.

Section 7.02 – Job Postings and Applications

Subd. 1. Job Postings

Job Postings, when offered, shall be posted for a period of not less than ten (10) calendar days. The Job Posting shall set forth the title, salary, nature of work to be performed, minimum qualifications, the place and manner of making applications and the closing date applications will be received. The Employer may establish a definite or an indefinite closing date for the filing of applications. If the Employer has established an indefinite closing date, it must notify employees of any fixed closing date, later determined, by a posting adjacent to the originally posted Job Posting. Job Postings for newly created positions and/or for positions for which the title, salary, nature of work to be performed and/or minimum qualifications are materially different from the Job Posting previously used, shall not be finalized by the Employer until the affected Union representative has had an opportunity to review the proposed Job Posting and provide the Union's input into the Job Posting development process. A copy of the Job Posting in its final form shall be emailed to the Business Manager for Building Trades at least three (3) calendar days prior to its posting.

Subd. 2. Stated Qualifications

The minimum qualifications set forth in the Job Posting shall be related to the job duties of the involved position and shall include applicable education, training, experience, skills and abilities required. Such minimum qualifications shall not, however, include artificial and/or irrelevant time-in-grade, promotional line and/or grade level requirements.

Subd. 3. Application for Promotion

All employees may make application for any Job Posting provided they meet the minimum, stated qualifications for the involved position; provided, however, that employees who have failed a promotional probationary period in a classification shall not be permitted to take an examination for promotion to that classification within twelve (12) months of the date of such failure. For those employees who successfully gain a new position with the Employer prior to serving their initial probationary period, issues regarding probation and seniority will be resolved on a case by case basis but, in all instances, the employee must serve all applicable probationary periods.

Subd. 4. External Job Postings

The Employer may, in its discretion, conduct External Job Postings. The Employer may advertise an external position internally and externally simultaneously. For purposes of this article, applicants from the City of Minneapolis (City Council Departments) shall be considered as *outside* applicants.

Section 7.03 - Examination of Qualified Applicants

Subd. 1. Examination Times

When an employee is scheduled to take a Minneapolis Civil Service examination during his or her regular scheduled hours of duty, the Employer shall grant time off, with pay, to take the examination.

Subd. 2. Examination Scores

One hundred percent (100%) of the total examination score shall be based upon the results of each applicant's test score(s). Such tests shall be developed by the Employer and may consist of more than one component.

Section 7.04 –Eligibility Lists

Subd. 1. Passing Score

Each applicant whose 1) total examination score, and 2) test score(s) equals or exceeds seventy (70) points, shall be considered to have passed the examination.

Subd. 2. Eligibles –Eligibility Lists

The names of those applicants who have passed an examination shall be placed on an Eligibility List in descending order of their total examination scores in addition to any Veteran's Preference points, if applicable. In the event two or more eligibles hold identical total examination scores, their names shall be placed on the Eligibility List in random order; however, the names of Veterans shall always be placed over the names of non-Veterans who hold identical scores.

Subd. 3. List Expiration

The Human Resources Department shall inform applicants of the length of their eligibility by stating it on the Job Posting and/or by letter.

Section 7.05 - Selection of Certified Eligibles

Any or all of the eligibles on an Eligibility List may be certified to the appointing authority for selection. In the event an external job posting is conducted, at least the top three internal applicants who pass the exam shall be certified for interview. Any of the eligibles certified to the appointing authority may be selected to fill the vacant position. The name of the eligible selected shall be removed from the Eligibility List.

Section 7.06 - Position Audit and Class Maintenance Studies

Subd. 1. Position Audit

Employees who believe that their individual position has changed due to gradual changes over a period of time in the kind, responsibility, or difficulty of the work performed, may request that their position be audited to assure proper classification. To request a position audit, the employee must submit a Job Analysis Questionnaire on the form provided by the Park Board's Human Resources Department. The employee will complete the questionnaire and submit it to their supervisor for review, comments and signature. The supervisor will forward it to the department head for similar action. The department

head will forward the completed and signed questionnaire to the Park Board's Human Resources Department. If the supervisor fails to act upon the request within 30 calendar days, the employee may forward the request to the department head with another copy provided to the supervisor. If the department head fails to respond within 30 calendar days after receiving the questionnaire, the employee may document the department's failure to provide a timely response, and may then submit the study request directly to the Park Board's Human Resources Department. Requests for study of an employee's individual position may be submitted no more than once every 24 calendar months, unless the Parties agree that substantial changes have occurred in the position justifying the need for a new audit.

If the audit results in a reclassification of the individual position no vacancy shall be deemed to have been created. Upon reclassification, to a position providing a higher maximum salary, the incumbent employee shall be appointed to the reclassified position and the incumbent employee's pay shall be determined in accordance with Section 9.03, Subd. 1 of this Agreement. The effective date of the reclassification for pay and seniority purposes shall be the date upon which the Park Board's Human Resources Department completes the classification study. The provisions of this section shall apply only to the incumbent employee who has been permanently certified to the involved position.

When a position is reclassified as a result of gradual changes over a period of time in the kind, responsibility, or difficulty of the work performed in a position to a classification providing a lower maximum salary, the involved incumbent employee may request that the reclassification be considered to be a layoff. If so requested, the provisions of Article 8 ("Layoff and Recall From Layoff") shall be applied. In the alternative, the involved incumbent employee may elect to remain in the reclassified position and the incumbent employee's pay shall be frozen until such time as the salary for the new classification is the same or greater than the salary as frozen, at which point the salary schedule for the classification shall govern future changes.

Subd. 2. Class Maintenance Study

The Employer may initiate class maintenance studies related to a specific class or a group of positions within a department/division to maintain the integrity of the Employer's classification system. The Employer will consider requests by the Union to initiate such studies. The format of these studies may include an informal survey or an in-depth study of changes in the kind, responsibility, or difficulty of work performed since the classification was last studied at the discretion of the Park Board's Human Resources Department. Individuals in a studied class may not request a position study while the Maintenance Study is in progress. If the study is not completed within 120 days, the employee may request an individual position audit using the previously stated process and time frames for job audits.

If a class or group of positions is/are reclassified pursuant to a class maintenance study to a class providing a higher maximum salary, no vacancy shall be deemed to have been created. Upon reclassification, the incumbent employees shall be appointed to the reclassified position and the incumbent employees' pay shall be determined in accordance with Section 9.03, Subd. 1 of this Agreement. The effective date of the reclassification for pay purposes shall be January 1st of the calendar year following completion of the study. Incumbent employees shall maintain the classification seniority date of their previous classification as the classification seniority date of the new classification. The provisions of this section shall apply only to the incumbent employees who have been permanently certified to the involved positions.

When a class or group of positions is/are reclassified pursuant to a Maintenance Study to a class

providing a lower maximum salary, the involved incumbent employee may request that the reclassification be considered a layoff. If so requested, the provisions of Article 8 ("Layoff and Recall From Layoff") shall be applied. In the alternative, the involved incumbent employee may elect to remain in the reclassified position and the incumbent employee's pay shall be frozen until such time as the salary for the new classification is the same or greater than the salary as frozen, at which point the salary schedule for the classification shall govern future changes.

Section 7.07 - Lateral Transfers

Employees may request to be transferred to a vacant position within their classification in another department and may be transferred pursuant to such request with the written approval of both the current and new supervisors, Deputy Superintendent or Superintendent's designee and Human Resources Manager. Such transferred employees shall serve a three (3) month probationary period in the new position. If removed by the appointing authority during the probationary period, the affected individual shall have no rights to return to any position within the classification.

Section 7.08 - Permits and Details

The Employer may select employees for temporary duty in other classifications and/or positions (*details*) and/or utilize temporary employees (*permits*) for periods not to exceed the length of an incumbent employee's absence or six (6) consecutive calendar months, whichever is longer. Such limitations shall not be exceeded except by the express written mutual agreement between the Parties.

ARTICLE 8 LAYOFF AND RECALL FROM LAYOFF

Section 8.01 - Layoffs and Bumping

Whenever any permanent position is to be abolished or it becomes necessary because of lack of funds, lack of work to reduce the number of employees in the classified service in any department, the status of involved employees shall be determined by the following provisions and the involved employees will be notified.

Subd. 1. General Order of Layoff

Layoffs shall be made in the following manner:

- a. Permit employees shall be first laid off;
- b. Temporary employees (those certified to temporary positions) shall next be laid off;
- c. Persons appointed to permanent positions shall then be laid off.

Subd. 2. Layoff Based on Classification Seniority

The employee first laid off shall be the employee within the affected division who has the least amount of classification seniority in the classification 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. The temporary release of any *permanent intermittent* employee (i.e., one who is regularly employed on a seasonal, periodic, or other recurring basis during the year) shall not be regarded as a *layoff* within the meaning of this article.

Subd. 3. 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 Park Board seniority shall have the right to displace (*bump*) the employee of lesser Park Board seniority who was last certified to progressively lower paid classification(s) previously held permanently (i.e., one in which the probationary period was satisfactorily completed) by the laid off employee, in which job performance was deemed by the Employer to be satisfactory, which is lower than the original classification of the laid off employee, and which is within the affected division. 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 8.02 - Notice of Layoff

The Employer shall make every reasonable effort under the circumstances to provide affected employees with at least fourteen (14) calendar days notice prior to the contemplated effective date of a layoff.

Section 8.03 - Recall from Layoff

An employee in the classified service who has been laid off may be re-employed without examination in a vacant position of the same class within the same division within three (3) years of the effective date of the layoff. Failure to receive an appointment within three (3) years will result in the eligible's name being removed from the list.

Section 8.04 - Exceptions

The following exceptions may be observed:

Subd. 1. Mutual Agreement

If the Employer and the Union agree upon a basis for layoff and reemployment in a certain position or group of positions and such agreement is approved by the Parks Superintendent or designated representative, employees will be laid off and re-employed upon that basis.

Subd. 2 - 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 9 WAGES AND PAYROLLS

Section 9.01 - Classifications and Rates of Pay

Subd. 1. General

All positions covered by this Agreement shall be classified by the Employer and the minimum, maximum and intervening salary rates for such classification shall be those shown in Appendix "A" to this Agreement.

Subd. 2. Job Classification System

The Park Board Human Resources Department shall administer its job classification system in accordance with the following criteria found in the Minneapolis Civil Service Rules:

- a. The job classification evaluative process shall be based upon professionally developed standards equally applied to all positions without bias.
- b. Job classes shall be established which group positions that have identical or similar primary duties. Within each classification, the nature of the work shall be significantly different from other job classes.
- c. Positions shall be classified based upon their job related contributions and/or assessed value to the Park Board's functions.
- d. New positions shall be evaluated and placed into job classes based upon a comparison of the similarity of the assigned duties to other positions in the job class. New positions shall be placed into existing job classes unless the duties or conditions of employment are found to be substantially different from other existing classes in the classified service.
- e. The Park Board's Human Resources Department shall maintain appropriate records relating to classification studies and actions, and shall maintain a written class specification for each job class in the classified service describing typical duties and responsibilities of positions in the job class.
- f. The Park Board's Human Resources Department in coordination with the City's Affirmative Action Program, shall assign appropriate Federal Job Category (*FJC*) designations to each job class.

Disputes respecting the classification of jobs within any bargaining unit shall be directed to Park Board Human Resources for review. If the dispute is still unresolved, it may be appealed to the Civil Service Commission. No dispute respecting the classification of jobs shall be subject to the grievance/arbitration provisions of this Agreement. In the event, either by law or otherwise, the MCSC loses its legal authority to administer the Employer's job classification system during the life of this Agreement, the provisions of this section shall be null and void and the Parties shall meet and negotiate with one another, at the request of either of them, over an appeal procedure or other job classification dispute resolution process.

Section 9.02 - Pay Progressions

All 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* (i.e., 2088 compensated hours) in such classification. 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 therefore. All such denials or delays shall be grievable under the provisions of Article 4 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 9.03 - Advances and Transfers

Subd. 1. Closest to 4% Rule

The salary of an employee who advances from one grade to a higher grade shall be the increment nearest the salary last received by such employee in the lower classification plus 4%. Thereafter, the employee shall be advanced in accordance with Section 9.02 of this article. An employee who voluntarily demotes to their previously held position within twelve (12) calendar months following promotion shall be returned to the same pay step which was applicable immediately prior to the promotion. The provisions of this subdivision shall also be applicable whenever an employee is detailed to perform all or substantially all of the duties of a higher paid classification. However, a detailed employee will only receive advancement to a higher step based upon their permanently certified title.

Subd. 2. Pay Upon Transfer

When an employee attains a position in another classification which provides for an identical pay progression schedule he/she shall retain the same pay step as was applicable in his/her previous position and the employee shall retain the same anniversary date for future pay increase effective dates.

Subd. 3. Pay Upon Demotion

The salary of an employee who voluntarily demotes shall be placed on the salary step on which they would be if they had remained in the position.

The salary of an employee who is demoted for disciplinary reasons from one classification to another which provides for a lower maximum salary, shall be the same step which the employee had before the demotion; however, the employee shall not be placed on a step which provides for a lower salary than the employee had prior to the promotion. Thereafter, the employee shall increase in accordance with Section 9.02 (*Pay Progressions*) of this article.

Section 9.04 - Payrolls and Paydays

All payrolls shall be calculated on a biweekly basis and paid by Friday.

Section 9.05 - Benefits Calculations and Accruals

For purposes of benefit plan administration, all compensated hours (exclusive of overtime hours and workers' compensation, unemployment compensation or similar insured compensation payments) shall be considered *hours worked* for all benefit accruals provided for by this Agreement. Benefit accruals shall be based upon a proportionate number of straight-time compensated hours only.

ARTICLE 10
HOURS OF WORK AND OVERTIME

Section 10.01 - Work Day and Work Week Defined

Subd. 1. Normal Work Day and Work Week Configuration

The normal work day shall be eight (8) hours of work and the normal work week, regardless of shift arrangements, shall be forty (40) hours of work. Nothing herein shall be construed as a guarantee of hours of work per day or per week. There shall be no split shifts and days off shall be scheduled consecutively when reasonably practicable. Employees may be assigned a work week consisting of five (5) consecutive days of work followed by two (2) consecutive days off.

Subd. 2. Departures From the Normal Work Schedule

Should it be necessary for the department to temporarily establish work schedules departing from the normal work schedule, notice of such change shall be given to the employee eight (8) hours in advance when practicable.

Section 10.02 - Lunch and Rest Periods

Subd. 1. Lunch Period

One (1), thirty (30) minute lunch period, without pay, shall be granted each workday.

Subd. 2. Rest Periods

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 normally to be taken on the job site unless a different location is approved by the supervisor.

Section 10.03 - Overtime

Subd. 1. Overtime Work and Pay

Employees may be required to work a reasonable amount of overtime as assigned by the Employer. All overtime work must be approved in advance. When authorized by departmental policy and approved in advance by an eligible employee's supervisor, compensatory time may be granted to employees in lieu of overtime pay. In no case shall overtime pay or compensatory time be granted to employees in grades twelve (12) and above.

Overtime pay or compensatory time shall be granted to employees at the rate of one and one-half (1½) times their regular hourly rate of pay for all time worked in excess of eight (8) hours per day or for all time worked in excess of forty (40) hours per week and at the rate of two (2) times their regular hourly rate of pay for all time worked on the seventh (7th) day of a work week. Compressed work week

arrangements, voluntarily agreed upon by employees and their supervisors, shall be exempt from the daily overtime provisions of this paragraph.

A maximum of one-hundred (100) hours of compensatory time may be accumulated unless the appropriate Director of Operations has authorized up to one hundred twenty (120) hours for employees assigned to work on a special project basis or has authorized pay for compensatory time on a special project basis when funds are available for such purposes. Compensatory time, when used, must be scheduled and approved in advance in the same manner as the scheduling and approval of vacation under this Agreement.

Subd. 2. No Duplication

There shall be no duplication or pyramiding of overtime and/or premium rates of pay under the provisions of this Agreement. Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

Subd. 3. Call Back

Employees who are called into work during off duty hours will be compensated accordingly:

- a) If the employee has less than 2 hours of actual work, the employee will be compensated at a rate of double time;
- b) If the employee has 2 hours or more of actual work, the employee will be compensated at a rate of time and one-half for the entire time worked or the appropriate overtime rate whichever is greater.

Subd. 4. On Call

The term “on call” is limited to a status in which an employee, though off duty, is required by the Employer to be available to answer calls and give information and assistance by telephone and be fully prepared to return to duty. Whenever practical, the employee will receive clear and written advance notice, during work hours, that they will be “on call.” The scheduling for employees for “on call” duty should be reasonable, thus respecting the employee’s personal life. The Employer shall establish the expectations associated with the compensation.

Only when determined as a need by management, an “on call” opportunity will be offered on a volunteer basis to the appropriate members of a trade shop and awarded based on seniority if multiple volunteers come forward. If the “on call” opportunity is not filled by a volunteer, such need will be filled by reverse seniority with due regard for an employee’s personal life and prior commitments (such as weddings, funerals, and vacations). A certified employee will receive three (3) hours straight time for each weekday or weekend (including any holiday) “on call.” If called in to work, the employee will be compensated for hours actually worked with a minimum of three hours.

Section 10.04 - Inclement Weather

The Employer may temporarily suspend all or a portion of its normal operation in response to inclement weather or other emergency conditions. Such interruptions may be on an *official* basis as determined by Employer through internal means and, where appropriate or necessary, be broadcast by suitable public media or on an unofficial basis as determined by lower authority in which case employees will be notified

at the job site. Employees shall be permitted to draw upon accumulated vacation or sick leave benefits or accumulated compensatory time, at their option, to the full extent of the lost compensation due to any interruption in scheduled work.

ARTICLE 11 **VACATIONS**

Section 11.01 - Vacations With Pay

Employees in the classified service of the City shall be entitled to vacations with pay in accordance with the provisions of this article.

Section 11.02 - Eligibility: Full-Time Employees

Vacations with pay may be granted immediately upon hire to permanently certified 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 an 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:

Subd. 1. 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.

Subd. 2. 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.

Subd. 3. 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, 1995) 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.

Subd. 4. 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 11.03 - Eligibility: Intermittent and Part-Time Employees

Permanent employees on an intermittent or part-time basis who have worked continuously for six (6) months or more on such basis shall also be granted vacations with pay in direct proportion to the time actually employed. In no event, however, shall employees receive vacation pay greater than what their earnings would have been during such period had they been working.

Section 11.04 - Vacation Benefit Levels

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

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

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

Section 11.05 - Vacation Accruals and Calculation

The following shall be applicable to the accrual and usage of accrued vacation benefits:

Subd. 1. 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 fifty (50) days. Accrued benefits in excess of fifty (50) days shall not be recorded and shall be considered lost.

Subd. 2. Negative Accruals Limited

Employees shall be allowed to accrue a maximum negative balance in their vacation account of up to eighty (80) hours. The value of any existing negative balance shall be deducted from final pay due at their termination of employment. The anniversary date for increase in such employee's vacation allowance shall be the beginning of the workday immediately following the completion of the appropriate number of years of continuous service.

Subd. 3. 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.

Section 11.06 - Vacation Pay Rates

Subd. 1. 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 Subd. 2, below.

Subd. 2. 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 11.07 - Scheduling Vacations

Vacations are to be scheduled in advance and taken at such reasonable times as approved by the employee's department with particular regard to the needs of the Employer, seniority of employee, and, insofar as practicable, with regard to the wishes of the employee. No vacation shall be assigned by the Employer or deducted from the employee's account as disciplinary action.

ARTICLE 12
HOLIDAYS

Section 12.01 - Holidays With Pay

Employees in the classified service of the Park Board shall be entitled to holidays with pay in accordance with the provisions of this article.

Section 12.02 - Eligibility and Pay

Subd. 1. Eligibility

Permanent employees who are not required to work on a day recognized by this Agreement as a holiday shall be entitled to holiday pay provided such employee has worked at least two (2) hours on the last working day immediately before and at least two (2) hours on the next working day immediately after such holiday or such employee is on a paid leave of absence, vacation or sick leave properly granted. Employees shall be permitted the use of vacation benefits for one (1) of the days of work or paid leave which are necessary to establish holiday pay eligibility.

Subd. 2. Holiday Pay and Rate

Employees eligible to receive holiday pay as outlined in this article shall be paid eight (8) hours pay calculated at their regular, straight-time, base rate of pay or, if such employee regularly works less than forty (40) hours per week, such holiday pay shall be pro-rated.

Subd. 3. Holidays During Vacation and Sick Leave

Holidays which occur within an employees' approved vacation or sick leave period shall be paid as holidays only and shall not be charged as vacations or sick leave.

Section 12.03 - Holidays Defined

The following named days shall be considered *holidays* for purposes of this article:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples/Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

Section 12.04 - Holidays Worked

Subd. 1. Normal

When a day recognized by this Agreement as a holiday falls on a Sunday, the following Monday shall be considered to be the holiday. When a day recognized by this Agreement as a holiday falls on a Saturday, the preceding Friday shall be considered to be the holiday. Employees who are eligible for holiday pay and who are compensated for overtime work at one and one-half (1½) times their hourly base rate of pay, shall be paid one and one-half (1½) times their hourly base rate of pay for each hour worked on a holiday in addition to the holiday pay for which they are entitled. All other employees who are required to work on a holiday shall be granted compensatory time off at a time mutually agreed upon between involved employees and their supervisors.

Subd. 2. Employees Who Regularly Work Weekends

Notwithstanding other provisions of this article, those employees who are regularly scheduled to work on weekends shall work their regularly scheduled shift and their regular, year-round work schedules shall take the number of holidays referenced in Section 12.03 of this article into account in determining the total number of days off per year. Such employees shall be paid at the rate of one and one-half (1½) times their regular rates of pay if required to work on any actual holiday. Holidays falling on weekends shall not be observed on Fridays and/or Mondays by such employees.

Section 12.05 - Religious Holidays

Employees may observe religious holidays on days which do not fall on Sunday or on a holiday as defined in Section 12.03, Subd. 1, above. Such days off 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 days off as vacation, or 2) the employee obtains MPRB Department Head 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 Employer at least ten (10) calendar days in advance of the religious holiday of his/her intent to observe such holiday. The Employer may waive this ten (10) calendar day requirement if the Employer determines that absence of such employee will not substantially interfere with its operation.

Section 12.06 – Floating Holiday

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

ARTICLE 13 **LEAVES OF ABSENCE WITHOUT PAY**

Section 13.01 - Leaves of Absence Without Pay

Leaves of absence without pay may be granted to permanent employees when authorized by Minnesota statute or by the Employer pursuant to the provisions of this article upon written application to the employee's immediate supervisor or his/her designated representative. Except for emergency situations, leaves must be approved in writing by the Employer prior to commencement.

Section 13.02 - Leaves of Absence Governed by State Statute

The following leaves of absence without pay may be granted as authorized by applicable Minnesota statutes:

Subd. 1. Military Leave

Employees in the classified service shall be entitled to military leaves of absence without pay for duty in the regular Armed Forces of the United States, the National Guard or the Reserves. At the expiration of such leaves, such employees shall be entitled to their position or a comparable position and shall receive other benefits in accordance with applicable Minnesota statutes. (See also, Military Leaves With Pay at Article 14, Section 14.04 of this Agreement.)

Subd. 2. Appointive and Elective Office Leave

Leaves of absence without pay to serve in an Appointive-Unclassified City position or as a Minnesota State Legislator or full-time elective officer in a City or County of Minnesota shall be granted pursuant to applicable Minnesota statutes.

Subd. 3. 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 appointment, 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.

Subd. 4. School Conference and Activities Leave

Leaves of absence without pay of up to a total of sixteen (16) hours during any twelve (12) month period for the purpose of attending school, pre-school or child care provider conferences and classroom activities of the employee's child, provided that such conferences and classroom activities cannot be scheduled during non-work hours. When the need for the leave is foreseeable, the employee shall provide reasonable prior notice of the leave to their immediate supervisor and shall make a reasonable effort to schedule the leave so as not to disrupt the operations of the Employer. Employees may use accumulated vacation benefits or accumulated compensatory time for the duration of such leaves.

Subd. 5. Family and Medical Leaves

The Parties agree to adhere to the Minneapolis Park and Recreation Board Family and Medical Leave policy and Minneapolis Civil Service Rules regarding Family Medical Leave (FMLA).

Section 13.03 - Leaves of Absence Governed by this Agreement

The Parties agree to follow Civil Service Rules as it applies to Leaves of Absence Not Governed By State and Federal Law.

ARTICLE 14
LEAVES OF ABSENCE WITH PAY

Section 14.01 - Leaves of Absence With Pay

Leaves of absence with pay may be granted to permanent employees under the provisions of this article when approved in advance by the Employer prior to the commencement of the leave.

Section 14.02 - Funeral Leave

A leave of absence with pay shall be granted in the event an employee in the classified service suffers a death in his/her immediate family in accordance with the following:

A leave of absence of five (5) working days with pay shall be granted at the time of death of an employee's parent, stepparent, spouse, registered domestic partner within the meaning of Minneapolis Code of Ordinances Chapter 142, child, stepchild, brother, sister, stepbrother, stepsister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or members of the employee's household not referenced in this article. Bereavement Leave must be used within five (5) working days from the time of death or funeral unless an extension is required for individually demonstrated circumstances. For the purposes of this article, the terms father-in-law and mother-in-law shall be construed to include the father and mother of an employee's domestic partner. Additional time off

without pay or vacation or compensatory time if available and requested in advance shall be granted as may reasonably be required under individual circumstances.

Section 14.03 - Jury Duty and Court Witness Leave

After due notice to the Employer, employees subpoenaed to serve as a witness or called for jury duty, shall be paid their regular compensation at their current base rate of pay for the period the court duty requires their absence from work duty, plus any expenses paid by the court. Such employees, so compensated, shall not be eligible to retain jury duty pay or witness fees and shall turn any such pay or fees received over to the Employer. If an employee is excused from jury duty prior to the end of the normal work day, he/she shall return to work if reasonably practicable or make arrangements for a leave of absence without pay. For purposes of this section, such employees shall be considered to be working normal day shift hours for the duration of their jury duty leave. Any absence, whether voluntary or by legal order to appear or testify in private litigation, not in the status of an employee but as a plaintiff or defendant, shall not qualify for leave under this section. Such absences shall be charged against accumulated vacation, compensatory time or be without pay.

Section 14.04 - Military Leave

Pursuant to applicable Minnesota statutes, employees who are qualified under the Statute are entitled to leaves of absence with pay during periods not to exceed fifteen (15) working days in any calendar year to fulfill service obligations.

Section 14.05 - Olympic Competition Leave

Pursuant to applicable Minnesota statute, employees are entitled to leaves of absence with pay to engage in athletic competition as a qualified member of the United States team for athletic competition on the Olympic level, provided that the period of such paid leave will not exceed the period of the official training camp and competition combined or ninety (90) calendar days per year, whichever is less.

Section 14.06 - Return from Leaves of Absence With Pay

When employees are granted leaves of absence with pay under the provisions of this article, such employees, at the expiration of such leaves, shall be restored to their position.

Section 14.07 - Bone Marrow Donor Leave

Pursuant to applicable Minnesota statutes, employees who work twenty (20) or more hours per week shall, upon advance notification to their immediate supervisor and approval by the Employer, be granted a paid leave of absence at the time they undergo medical procedures to donate bone marrow. At the time such employees request the leave, they shall provide to their immediate supervisor written verification by a physician of the purpose and length of the required leave. The combined length of leaves for this purpose may not exceed forty (40) hours unless agreed to by the Employer in its sole discretion.

ARTICLE 15
SICK LEAVE

Section 15.01 - Sick Leave

Sick leave shall be governed by the Rules of the Minneapolis Civil Service Commission, Minneapolis Park and Recreation Board Policy, City Ordinances, and State and Federal laws.

Section 15.02 - Definitions

The term *illness*, where it occurs in this article, shall include bodily disease or injury or mental affliction, whether or not a precise diagnosis is available, when such disease or affliction is, in fact, disabling. Other factors defining sick leave are as follows:

Subd. 1. Ocular and Dental

Necessary ocular and dental care of the employee shall be recognized as a proper cause for granting sick leave.

Subd. 2. Chemical Dependency

Alcoholism and drug addiction shall be recognized as an illness. However, sick leave pay for treatment of such illness shall be contingent upon two conditions: 1) the employee must undergo a prescribed period of hospitalization or institutionalization, and 2) the employee, during or following the above care, must participate in a planned program of treatment and rehabilitation approved by the Employer in consultation with the Employer's health care provider.

Subd. 3. Chiropractic and Podiatric Care

Absences during which ailments were treated by chiropractors or podiatrists shall constitute sick leave.

Subd. 4. Illness or Injury in the Family and Safety Leave

Employees may utilize accumulated personal sick leave benefits for reasonable periods of time when their absence from work is made necessary by the illness or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, adopted child, foster child, step-parent, guardian, ward, household member (all as defined in Minnesota Statute 181.943 or Rule 18 of the City of Minneapolis Civil Service Code) or *registered domestic partner* within the meaning of Minneapolis *Code or Ordinances* Chapter 142.. An employee may also use sick leave as allowed under this section for safety leave for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in this subdivision. For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking, all as defined in Minnesota Statute 181.9413. The utilization of sick leave benefits under the provisions of this subparagraph shall be administered under the same terms as if such benefits were utilized in connection with the employee's own illness or injury. 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.

Section 15.03 - Eligibility, Accrual and Calculation of Sick Leave

If permanently certified employees who have completed six (6) months of continuous service and who regularly work more than twenty (20) hours per week, are absent due to illness, such absences shall be charged against their accumulated accrual of sick leave. Sick leave pay benefits shall be accrued by eligible employees at the rate of twelve (12) days per calendar year worked and shall be calculated on a direct proportion basis for all hours of credited work time other than overtime.

Section 15.04 - Sick Leave Bank - Accrual

All earned sick leave shall be credited to the employee's sick leave *bank* for use as needed. Twelve (12) days of medically unverified sick leave may be allowed each calendar year. However, the Employer may require medical verification in cases of suspected fraudulent sick leave claims including where the employee's use of sick leave appears systematic or patterned. Five (5) or more consecutive days of sick leave shall require an appropriate health care provider in attendance and verification of such attendance. The term *in attendance* shall include telephonically-prescribed courses of treatment by a physician which are confirmed by a prescription or a written statement issued by the physician.

Section 15.05 - Interrupted Sick Leave

Permanently certified employees with six (6) months of continuous service who have been certified or re-certified to a permanent position shall, after layoff or disability retirement, be granted sick leave accruals consistent with the provisions of this article. Employees returning from military leave shall be entitled to sick leave accruals as provided by applicable Minnesota statute.

Section 15.06 - Sick Leave Termination

No sick leave shall be granted an employee who is not on the active payroll or who is not available for scheduled work. Layoff of an employee on sick leave shall terminate the employee's sick leave.

Section 15.07 - Employees on Suspension

Employees who have been suspended for disciplinary purposes shall not be granted sick leave accruals or benefits for such period(s) of suspension.

Section 15.08 - Employees on Leave of Absence Without Pay

An employee who has been granted a leave of absence without pay, except a military leave, shall not be granted sick leave accruals or benefits for such periods of leave of absence without pay.

Section 15.09 - Workers' Compensation and Sick Leave

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

Section 15.10 - 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.

ARTICLE 16
SICK LEAVE CREDIT PLAN AND ACCRUED SICK LEAVE RETIREMENT PLAN

Section 16.01 - 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 forty-eight (48) days or more on December 1 of each year (hereafter an “Eligible Employee”) shall be eligible to make the election described below.

(b) **Election.** On or before December 10 of each year, the Employer shall provide to each Eligible Employee a written election form on which the Eligible Employee may elect whether he/she wants to receive cash payment for all or any portion of his/her sick leave that is accrued but is unused during the calendar year immediately following the election (the “Accrual Year”). The employee shall deliver the election form to the Employer on or before December 31. Such election is irrevocable. Therefore, once an Eligible Employee transmits his/her election form to the Employer, the employee may not revoke the decision to receive cash payment for sick leave or change the amount of sick leave for which payment is to be made. If an Eligible Employee does not transmit an election form to the employer on or before December 31, he/she shall be considered to have directed the Employer to NOT make a cash payment for sick leave accrued during the Accrual Year.

(c) **Payment.** Within sixty (60) days after the end of the Accrual Year, an Eligible Employee who has elected to receive cash payment shall be paid as follows:

i. *At Least Sixty (60) Days, But Less Than Ninety (90) Days.* Payment shall be made for the lesser of: the amount of sick leave indicated by the employee on his/her election form; or the amount of unused sick leave earned during the Accrual Year in excess of sixty (60) days. The amount of the payment shall be based on fifty percent (50%) of the employee’s regular hourly rate of pay in effect on December 31 of the Accrual Year.

ii. *At Least Ninety (90) Days, But Less Than One Hundred Twenty (120) Days.* Payment shall be made for the lesser of: the amount of sick leave indicated by the employee on his/her election form; or the amount of unused sick leave earned during the Accrual Year in excess of ninety (90) days. The amount of the payment shall be based on seventy-five percent (75%) of the employee’s regular hourly rate of pay in effect on December 31 of the Accrual Year.

iii. *At Least One Hundred Twenty (120) Days.* Payment shall be made for the lesser of: the amount of sick leave indicated by the employee on his/her election form; or the amount of unused

sick leave hours earned during the Accrual Year in excess of one hundred twenty (120) days. The amount of the payment shall be based on one hundred percent (100%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

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

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

Section 16.02 - Accrued Sick Leave Retirement Plan

Employees who retire 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 retirement had accrued sick leave credit of no less than sixty (60) days; and
- iii. as of the date of retirement 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
 3. who are required to retire early because of either disability or having reached mandatory retirement age.
 - a. When an employee having no less than sixty (60) days of accrued sick leave dies prior to retirement, he/she shall be deemed to have retired 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.
 - b. The amount payable to each employee qualified hereunder shall be one-half ($\frac{1}{2}$) the daily rate of pay for the position held by the employee on the day of retirement, notwithstanding subsequent retroactive pay increases, for each day of accrued sick leave subject to a minimum of sixty (60) days.
 - c. The amount payable under this Section 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.

- d. 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 17 **GROUP INSURANCE**

Section 17.01 - Group Health Insurance

Subd. 1. Enrollment and Eligibility

Upon proper application, permanently certified full-time employees shall be enrolled as a covered participant in one of the Employer's available indemnity insurance plans or one of the available Health Maintenance Organization (*HMO*) plans and shall be provided with the coverages specified therein. Coverage under the selected plan shall become effective no later than the first day of the calendar month immediately following the completion of thirty (30) days of employment. Eligible employees may waive coverage under the Employer's available indemnity insurance plans and its available medical 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 and/or HMO contracts between the Employer and the providers of such coverage.

Subd. 2: Employer Premium Contribution (2005 & Beyond):

The Employer contribution toward health insurance shall be increased by a percent of the aggregate increase in all insurance plans offered to active employees. Distribution of said increase as premium and/or VEBA contributions shall be determined by the City of Minneapolis Benefits Labor Management Committee, of which the Park Board is a participant.

Subd. 3: Employer Contribution to the Voluntary Employee Beneficiary Account (VEBA):

Beginning in January 2005, one-twelfth of the VEBA contribution shall be placed in each employee's account each month.

Subd. 4. 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 17.02 - 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 coverage specified therein in face amount equal to one times the employee's annual salary to a maximum of fifty thousand dollars (\$50,000.00). Coverage shall become effective no later than the first day of the calendar month immediately following the completion of thirty (30) days of employment. The Employer shall pay the required premiums for the above amounts and shall continue to provide arrangements for employees to purchase additional amounts of life insurance.

Section 17.03 - Group Dental Insurance

Permanently certified full-time employees shall be enrolled, along with their eligible dependents in the Employer's group dental insurance policy and shall be provided with the coverage's specified therein. Coverage shall become effective no later than the first day of the calendar month immediately following the completion of thirty (30) days of employment. The Employer shall pay the required premiums for the policy on a single/family *composite* basis.

Section 17.04 - MinneFlex

Employees who have established enrollment eligibility under the provisions of Section 17.01, Subd. 1 of this article, shall be provided an opportunity to participate in the City'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.

Section 17.05 Post Employment Health Care Savings Plan

The MPRB and the Union have adopted the MSRS Health Care Savings Plan, whereby 100% of any sick leave payout and 100% of any vacation payout will be deposited into an account with MSRS, in lieu of cash payment.

ARTICLE 18 WORK RULES

Section 18.01 - General

The Employer has reserved the right to establish and modify from time-to-time, reasonable rules and regulations which are not inconsistent with the provisions of this Agreement. The Employer shall meet and confer with the Union on additions or changes to existing rules and regulations prior to their implementation.

ARTICLE 19 DISCRIMINATION PROHIBITED

In the application of this Agreement's terms and provisions, no employee shall be discriminated against in an unlawful manner as defined by applicable city, state and/or federal law or because of an employee's political affiliation. The Parties recognize *sexual harassment* as defined by city, state and/or federal regulations to be unlawful discrimination within the meaning of this article.

Additionally, in recognition of the Union's commitment to support a work environment that is hospitable to all employees, the Union and Employer agree to support training, policies, and work rules

that promote and sustain a positive work environment and prohibit abuse and harassment in the work place by any employee, manager, or supervisor.

ARTICLE 20
SAFETY

Section 20.01 - Mutual Responsibility

It shall be the policy of the Employer to provide for the safety of its employees by providing safe working conditions, safe work areas and safe work methods. Employees shall have the responsibility to use all provided safety equipment and procedures in their daily work, shall cooperate in all safety and accident prevention programs, and shall diligently observe all safety rules promulgated by the Employer. Upon the request of either Party, but not more frequently than once each calendar month, the Union and the Employer shall meet and confer relative to health and safety matters.

Section 20.02 - Safety Allowance

The employer shall provide up to two (2) reimbursements per calendar year for a total of up to two hundred fifty dollars (\$250.00) for the purchase or repair of safety boots, safety prescription eyewear, rain gear or other safety equipment necessary to perform the duties of the position.

Effective January 1, 2023, the Employer shall provide up to two (2) reimbursements per calendar year for a total of up to three hundred seventy five dollars (\$375.00) to certified employees for the purchase of safety boots, safety prescription eyewear, rain gear, cold weather gear, coveralls or other safety equipment necessary to perform the duties of the position.

Effective January 1, 2012, a temporary, bench worker employed on the 68th consecutive day with the MPRB will be eligible for one (1) reimbursement per calendar year of up to two hundred fifty dollars (\$250.00) per purchase or repair. Temporary employees shall be required to submit adequate proof of purchase or repair demonstrating the cost was incurred while employed by the MPRB within the same calendar year before a reimbursement will be made.

Section 20.03 – Medical Evaluations

In the event the Employer requires an employee to undergo a medical evaluation for any reason, either by the employee's personal physician or by a physician of the Employer's selection, the Employer shall pay the fee charged for such examination if such fee is not covered through the health insurance program made available to employees by the Employer and compensate the involved employee at his/her regular, straight-time rate of pay for regularly scheduled work time the employee was unable to work because of the examination.

Section 20.04 – Benefits During Workers' Compensation Absences

Employees who are unable to work due to a work-related illness or injury and who are placed on a workers' compensation leave of absence shall continue to receive medical, life and dental insurance benefits until they have either been released for work with temporary restrictions or have reached

maximum medical improvement and/or permanent restrictions, whichever occurs sooner. Further, they shall continue to accrue sick leave and vacation benefits as if they were actively employed during the first thirty (30) calendar days of the leave. Employees shall be compensated for all work time lost on the day a work-related injury occurs where medical treatment is necessary. Such compensation shall not be paid, however, where the employee is drawing workers' compensation *lost time* benefits.

Section 20.05 – Drug and Alcohol Testing

Employees may be tested for drugs and/or alcohol pursuant to the provisions of the Employer's Reasonable Suspicion Drug and Alcohol Testing Policy. (See APPENDIX C.)

Section 20.06 – Hazard Pay

Employees may be exposed to hazardous work conditions in doing their job, and it is important for them to perform their jobs safely and wear appropriate personal protecting equipment (PPE). APPENDIX A includes information on premiums when performing this type of work.

ARTICLE 21 **PROCEDURES FOR LOSS OF DRIVER'S LICENSE**

All covered employees are required to have in their possession a valid Minnesota Driver's License. Verification for every employer requiring a valid Driver's License shall occur annually. Any changes in license status must be immediately reported to the employee's section head. This must be done in writing within twenty-four (24) hours of any change in status or no later than the next scheduled work day. Failure to promptly report a change in license status or a second loss of Driver's license while employed by the Employer in a position requiring a valid Driver's License shall constitute just cause for termination.

For the first forty-five (45) calendar days following the initial event, the Minneapolis Park and Recreation Board will keep the employee on full-time employee status; this will be accomplished using a combination of days the employee retains his/her driving privileges the employee first using his/her accrued vacation/compensatory time, and finally Leave of Absence Without Pay for personal convenience per Civil Service Rule 14.04.E for a period of up to one (1) year from the date of the initial event, except if the employee chooses to exhaust accrued vacation and compensatory leave benefits prior to starting the Leave of Absence Without Pay. In all instances, the total time shall not exceed thirteen (13) calendar months after the initial incident. If the employee regains his/her license privilege during the thirteen calendar month period following the initial incident, the employee will be returned to his/her permanently certified position if he/she meets all of its qualifications.

If after thirteen (13) months after the initial incident, the employee has not regained his/her driving privilege, the employee will be placed on layoff from the Minneapolis Park and Recreation Board following Civil Service Rule 11.03.A.2 and Civil Service Rule 12.04.

If an employee regains his/her license within three (3) years of the layoff date, the employee shall be recalled to a vacant position of the same class in compliance with Civil Service Rule 12.04. This procedure is for all covered employees.

ARTICLE 22
LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee consisting of the involved department head(s) or his/her designee and the Union's Business Manager shall meet at the request of either Party to this Agreement but no more frequently than once each calendar month to discuss matters of mutual interest and concern.

ARTICLE 23
SUBCONTRACTING AND PRIVATIZATION

The Employer shall provide the Union with forty-five (45) days written notice prior to the effective date of any subcontract or privatization agreement which may have an adverse effect on bargaining unit employees. At the request of the Union, the Parties shall meet and negotiate in an effort to minimize the adverse effects of the Employer's decision upon affected bargaining unit employees.

ARTICLE 24
COLLECTIVE BARGAINING

Section 24.01 – Entire Agreement

The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement. This Agreement may, however, be amended during its term by the Parties mutual written agreement.

Section 24.02 – Separability and Savings

In the event any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be voided. All other provisions, however, shall continue in full force and effect.

ARTICLE 25
TERM OF AGREEMENT

Section 25.01 – Term of Agreement and Renewal

The provisions of this Agreement shall become effective on January 1, 2022 and shall remain in full force and effect through the December 31, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than sixty (60) days prior to

expiration that it desires to modify or terminate the Agreement. In the event such notice is given, negotiations shall commence on a mutually agreeable date.

Section 25.02 – Post-Expiration Life of Agreement

This Agreement shall remain in full force and effect during the full period of negotiations for a successor Agreement and unless or until notice of termination is provided to the other Party in the matter set forth in the following section.

Section 25.03 – Termination

In the event that a successor Agreement has not been agreed upon by the expiration date set forth above, either Party may terminate this Agreement by serving written notice upon the other Party not less than ten (10) calendar days prior to the desired termination date provided the mediation provisions of the Minnesota PELRA have been met.

SIGNATORY PAGE

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

**FOR THE MINNEAPOLIS:
PARK & RECREATION BOARD:**

**FOR THE MINNEAPOLIS BUILDINGS AND
CONSTRUCTION TRADES COUNCIL
AFL-CIO:**

Mae Brooks 10/4/23
Jennifer Ringold-Mae Brooks Date
Secretary to the Board

Dan McConnell 10/4/2023
Dan McConnell Date
Business Manager

Margret Forney 10/4/23
Margret Forney Date
President of the Board

APPENDIX A WAGE TABLE

Job Code	Job Title	Hourly Rates		
		2.25% Effective 1/1/2022	2.5% Effective 1/1/2023*	2.5% Effective 1/1/2024
01400P	Bricklayer-P	\$44.800082	\$45.920084	\$47.068086
01510P	Carpenter-P	\$45.563586	\$46.702675	\$47.870242
04560P	Foreman Carpenter-P	\$47.830607	\$49.026372	\$50.252032
04760P	Foreman Painter-P	\$43.355297	\$44.439179	\$45.550158
04850P	Foreman Plumber Master I/Chg-P	\$55.113262	\$56.491094	\$57.903371
04840P	Foreman Plumber-P	\$53.821178	\$55.166708	\$56.545875
07780P	HVAC Technician/Pipefitter-P	\$51.429724	\$52.715468	\$54.033354
07350P	Painter-P	\$42.063213	\$43.114794	\$44.192664
08030P	Plumber-P	\$50.391282	\$52.829814	\$54.150559
03890P	Electronics Technician-P	\$31.797016	\$32.591941	\$33.406740
03860P	Electrician-P	\$48.382679	\$52.667245	\$53.983927
04605P	Foreman Electrician (Master) P	\$52.576080	\$53.890482	\$55.237744
04600P	Foreman Electrician-P	\$51.002085	\$52.277137	\$53.584066
*Effective 1/1/2023, a market rate adjustment of \$3.00/hour for Electrician applied prior to 2.5% wage adjustment and a market rate adjustment of \$1.15/hour for Plumber applied prior to 2.5% wage adjustment.				

Other Provisions:

¹A Bricklayer shall be paid an additional \$0.65 per hour when performing tasks that require wearing an ANSI fall protection harness for required fall protection when working on an aerial lift.

²A Carpenter shall be paid an additional \$0.75 per hour when performing tasks that require NIOSH respiratory protection as either the Material Safety Data Sheet for the or the Job Hazard Analysis and when performing tasks that require wearing an ANSI fall protection harness for required fall protection when working on an aerial lift.

³A Painter shall be paid an additional \$0.75 per hour when performing tasks requiring ANSI fall protection harnesses or when performing work with epoxy chemical strippers, all 2-component paints, and spray painting that require NIOSH respiratory protection as specified by the job activities in the Job Hazard Analysis document. Furthermore, a Painter, performing such duties between the hours of 12:00 AM and 8:00 AM, shall receive an additional 18.75% premium for those hours spent performing striping duties between 12:00 a.m. and 8:00 a.m.

⁴Certified Plumber, Pipefitter, Plumber Foreman and Plumber Master Foreman wage rates reflect \$2.40 per hour worked (effective 4-1-2012) contributed to Twin Cities Pipe Trades Pension Trust (includes first 120 work days).

⁵New temporary trades personnel and temporary trades personnel currently on Park Board payroll not vested in PERA shall be included in the program to send benefit funds to the Building Trades Trust Funds.

APPENDIX B
LETTER OF AGREEMENT – TEMPORARY EMPLOYEES

MINNEAPOLIS PARK & RECREATION BOARD

and

MINNEAPOLIS BUILDING AND
CONSTRUCTION TRADES COUNCIL,
AFL-CIO

LETTER OF AGREEMENT
Employment of Temporary Employees

WHEREAS, the Minneapolis Park & Recreation Board (the *Employer* herein) and the Minneapolis Building and Construction Trades Council, AFL-CIO (the *Union*) are *Parties* to a collective bargaining agreement (the *Agreement*) which took effect on January 1, 2022 and which remains in effect through December 31, 2024 and

WHEREAS, Section 7.08 (*Permits and Details*) of the Agreement limits the Employer's right to utilize temporary employees to periods no longer than the length of an incumbent employee's absence or six (6) consecutive months, whichever is longer, unless the Parties agree to the contrary in writing; and

WHEREAS, *Minnesota Statutes* Chapter 471 (Local Laws 1988) authorizes the Employer and the Union to enter into agreements concerning the employment of skilled craft and trade employees the terms and provisions of which are more compatible with the changing employment needs of the Employer for temporary employment than are the provisions of the Agreement; and

WHEREAS, the Employer and the Union desire to enter into such an agreement,

THE PARTIES, notwithstanding any other provision of the Agreement to the contrary, agree as follows:

1. The services of the Union's (and/or any of the Union's affiliated Local Unions) *hiring hall* shall be made available to the Employer for the referral of qualified temporary employees. The Union shall be the sole and exclusive source of referral of applicants for employment for temporary employees and shall refer qualified employees to the Employer for employment on a non-discriminatory basis. Nothing herein shall be construed as a limitation upon the Employer's right to recruit and employ employees from other sources where the Union's hiring hall is unable to meet the Employer's needs in a timely fashion or the Employer's right to reject any applicant for employment.
2. The temporary employee (*Permit*) limitations set forth in Section 7.09 (*Permits and Details*) shall not apply to persons employed under the provisions expressed herein. Rather, such temporary employees may ordinarily be employed for periods of six (6)

APPENDIX “B” (continued)

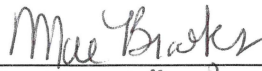
consecutive calendar months or less or for longer periods where the employment is associated with a special or capital-funded project for so long as both the Employer and individual employee agree.

3. Persons employed under the provisions expressed herein shall be *at will* employees, i.e., they shall serve at the pleasure of the Employer. Such temporary employees may be released from employment within the sole discretion of the Employer without regard to *seniority* or to *just cause* as those terms are used in the Agreement or elsewhere. Notwithstanding the provisions at paragraph 6 below, the release of a temporary employee from employment shall not be subject to review under the grievance or arbitration provisions of the Agreement or the rules and regulations of the Minneapolis Civil Service Commission.
4. None of the pay or benefit provisions of the Agreement shall apply to temporary employees. Such employees shall be paid the basic hourly wage rate certified by the Union's (or affiliated Local Union) prevailing area-wide collective bargaining agreement for their respective classification. Documentation of classification requirements shall be provided to the Employer prior to the temporary employee's start date. The Employer shall also make appropriate contributions to the pension, welfare, fringe benefit and local apprenticeship funds specified by the area collective bargaining agreement. No wage or fund contribution shall be paid for time not actually worked.
5. The Employer shall schedule the hours for work for all persons employed under these provisions. Such temporary employees shall be permitted reasonable time off without pay or benefits for vacations, holidays and sick leave provided such time off is requested and approved in advance. Hours worked in excess of regular hours on regular work days Monday through Friday, inclusive, shall be paid for at one and one half (1&1/2) times the regular rate of straight time up to 12:00 midnight. However work performed in excess of ten (10) hours in a workday will be double time. All other times shall be paid for a double the rate of single time which includes Saturdays, Sundays and any day recognized by the Agreement as a holiday and for all work performed on an emergency call-back basis. There shall be no duplication or pyramiding of these overtime/premium provisions.
6. The grievance and arbitration provisions of the Agreement shall be observed to resolve any dispute over the provisions set forth herein.
7. This Letter of Agreement shall be automatically renewed from year to year unless either Party shall notify the other in writing sixty (60) calendars days prior to the expiration of the Agreement that it wishes to modify or terminate this Letter of Agreement.

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

FOR THE MINNEAPOLIS PARK AND RECREATION BOARD:

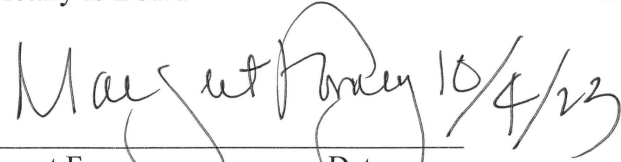
FOR THE MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL AFL-CIO:



~~Jennifer Ringold~~ Mae Brooks Date 10/4/23
Secretary to Board



Dan McConnell Date 10/4/2023
Business Manager



Margret Forney Date 10/4/23
President of the Board

**APPENDIX C
LETTER OF AGREEMENT – DRUG AND ALCOHOL TESTING**

MINNEAPOLIS PARK & RECREATION BOARD

and

**MINNEAPOLIS BUILDING AND
CONSTRUCTION TRADES COUNCIL,
AFL-CIO**

**LETTER OF AGREEMENT (LOA)
REASONABLE SUSPICION DRUG AND ALCOHOL TESTING**

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 Minneapolis Park and Recreation Board (MPRB) and to the public. To reduce those risks, the MPRB has adopted this LOA concerning drugs and alcohol in the workplace. This LOA 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 LOA is intended to conform to the provisions of the Minnesota *Drug and Alcohol Testing in the Workplace Act* (Minnesota Statutes §181.950 through 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 LOA 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 LOA and to establish training on this LOA and applicable law.

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 legitimate 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 legitimate medical reason, as determined by the Medical Review Officer, or when approved by the Employer as a proper 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.

3. PERSONS SUBJECT TO TESTING

Unless otherwise specified, all employees are subject to testing under applicable sections of this LOA. However, no person will be tested for drugs or alcohol under this LOA without the person's consent. The Employer can request or require an individual to undergo drug or alcohol testing **only under the circumstances described in this LOA.**

4. CIRCUMSTANCES FOR DRUG OR ALCOHOL TESTING

- A. **Reasonable Suspicion 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:
 - 1. 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
 - 2. Has used, possessed, sold, purchased 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; or
 - 3. 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
 - 4. 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.

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 LOA.

- B. **Treatment Program Testing** – The employer may request or require an employee to submit to drug and alcohol testing if the employee is referred for chemical dependency treatment by reason of having a positive test result under this LOA or is participating in a chemical dependency treatment program under an employee benefit plan. In such case, the employee may be required to submit to drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following notification that he/she will be subjected to Treatment Program Testing.
- C. **Unannounced Testing by Agreement.** The employer may request or require an employee to submit to drug and alcohol testing without prior notice on terms and conditions established by a written “last-chance” agreement between the Employer and employee’s collective bargaining representative.

- D. **Testing Pursuant to Federal Law.** The employer may request or require an employee to submit to testing as may be necessary to comply with federal law and regulations. It is the intent of this LOA that federal law preempts both state drug and alcohol testing laws and MPRB policies and agreements. If this LOA conflicts with federal law or regulations, federal law and regulations shall prevail. If there are conflicts between federal regulations and this LOA, attributed in part to revisions to the law or changes in interpretations, and when those changes have not been updated or accurately reflected in this policy, the federal law shall prevail.

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 subject the employee to disciplinary action up to and including discharge from employment.
- 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 alternative drug or alcohol testing methods.
- D. **Failure to Provide a Valid Sample with a Certified Result** – Includes but is not limited to: 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; and 5) demonstrating behavior which is obstructive, uncooperative, or verbally offensive, and which results in the inability to conduct the test.

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 LOA*, 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 that 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 MN Statute §181.953, subd 1. The employer shall, not less than annually, provide the unions with a list or *access to a list* of substances tested for under this LOA and the threshold limits for each substance. In addition, the employer shall notify the unions 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.

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's Medical Review Officer 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 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.

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 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 legitimate medical reason for the positive test result:

- 1. **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, the Employer may impose discipline, up to and including discharge.
- 2. **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.

- 1. **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.
- 2. **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.

3. **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 LOA is not applicable with regard to any such determination by a law enforcement officer.

- C. **Other Misconduct** - Nothing in this LOA 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.

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.

10. APPEAL PROCEDURES

- A. Employees may appeal discipline imposed under this LOA 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 LOA, 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.
 - 3) Veterans: An employee who is a Veteran has a right to appeal to the Civil Service Commission 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. An employee who is a Veteran may have additional rights under the Veterans Preference Act, *Minnesota Statutes* §197.46.
- 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 agreement by contacting the appropriate Union and initiating grievance procedures in lieu of taking an appeal to the Civil Service Commission.

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.).

12. DISTRIBUTION

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

13. DEFINITIONS

- 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 LOA 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 6 D of this LOA.
- 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 LOA*. I hereby consent to undergo drug and/or alcohol testing pursuant to said LOA, 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 medicolegal 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 LOA.

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 and Time

Witness

APPENDIX D

MINNEAPOLIS PARK & RECREATION BOARD

and

**MINNEAPOLIS BUILDING AND
CONSTRUCTION TRADES COUNCIL,
AFL-CIO**

**LETTER OF AGREEMENT
Health Care Insurance**

2022 Health Plan

WHEREAS, the Minneapolis Park and Recreation Board (hereinafter “Park Board”) and the Minneapolis Building and Construction Trades Council, AFL-CIO (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 CBA as it relates to the funding of the Health Plan beginning January 1, 2022;

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

1. The City will offer a medical plan with six (6) provider options. Medica Elect is a managed care model, Medica Choice is an open access model, and Fairview, North Memorial, HealthEast Vantage with Medica, Park Nicollet First with Medica, Ridgeview Community Network and Clear Value (Hennepin Health) are accountable care organizations (ACOs). Medica Self-Insured (“Medica”) is providing certain administrative services, including claims processing, for all plan options. Notwithstanding any provision in the CBA to the contrary, coverage for an employee who meets the eligibility requirements set forth in the CBA shall start on the first day of the month following the employee’s date of hire, provided the employee has timely submitted the proper enrollment forms.
2. The City will continue a dual medical premium equivalent system that provides incentives for wellness program completion. The monthly medical premium equivalents for subscribers who earn the required wellness program points by August 31, 2021 (the “wellness premiums equivalents”) will be lower than the premium equivalents for subscribers who do not earn the required wellness program points by August 31, 2021 (the “standard premium equivalents”). Any changes to the wellness program requirements, including those implemented for 2022, will be as 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 Subcommittee of the Citywide Labor Management Committee.

3. For the period January 1, 2022 through December 31, 2022, the Park Board will pay \$604.00 per month for employees who elect single coverage under the medical plan. For the period January 1, 2022 through December 31, 2022, the Park Board will pay \$1,634.00 per month for employees who elect family coverage under the medical plan. The total monthly rate and the respective employer and employee 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 HRA”) which was established January 1, 2004 to provide reimbursement of eligible health expenses for participating employees, their spouse and other eligible dependents; and the Voluntary Employees’ Beneficiary Association Trust (the “Trust”) through which the HRA is funded.
5. The Plan shall be administered by the City or, at the City’s sole discretion, a third-party administrator.
6. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the City or, at the City’s discretion, from a third-party administrator in accordance with the conditions contained in the HRA. Representatives of the City and up to three representatives selected by the Minneapolis Board of Business Agents shall constitute the VEBA Investment Committee which shall meet periodically to review the assets and investment options for the Trust.
7. The Park Board shall pay the administration fees for HRA members who are current employees and other expenses pursuant to the terms of the HRA. HRA members who have separated from service will be charged the administration fee.
8. The Park Board will make a contribution to the HRA in the annual amount of \$1,080.00 for employees who elect single coverage and \$2,280.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such Park Board 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 medical premium equivalent costs between the employer and employees for the 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 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 EMPLOYER:

Mae Brooks 10-4-23
Jennifer Ringold Mae Brooks Date
Board Secretary

Margret Forney 10/4/23
Margret Forney Date
President

FOR THE UNION:

Dan McConnell 10/4/2023
Dan McConnell Date
Business Manager

APPENDIX E

MINNEAPOLIS PARK & RECREATION BOARD

AND

MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO

LETTER OF AGREEMENT

COVID FRONTLINE WORKER PAY

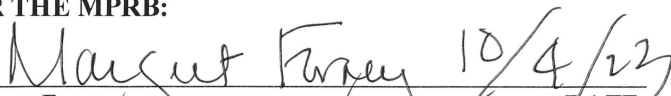
WHEREAS, the Minneapolis Park and Recreation Board (hereinafter “Employer”) and the Minneapolis Building and Construction Trades Council, AFL-CIO (hereinafter “Union”) (collectively the “Parties”) are parties to a Collective Bargaining Agreement that is currently in force; and


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

1. A one-time payment will be made by Employer to all members of Union that are eligible employees.
2. Employees are eligible if employed by Employer continuously from January 1, 2022, through September 30, 2022, in a frontline position. A frontline position is one that does not qualify for telework.
3. The amount of this one-time payment will be \$1,000 for employees in full-time certified positions.
4. Employees hired after January 1, 2022, are ineligible for COVID Frontline Worker Pay.

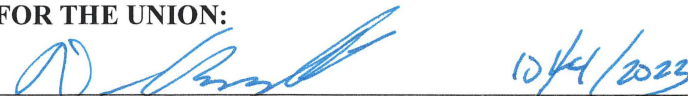
THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below.

FOR THE MPRB:


 Margret Forney 10/4/23
 President DATE


 Jennifer Ringold 10-4-23
 Board Secretary DATE

FOR THE UNION:


 Dan McConnell 10/4/2023
 Business Manager DATE

APPENDIX F

MINNEAPOLIS PARK & RECREATION BOARD

AND

MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO

LETTER OF AGREEMENT

Foreman Electrician and Foreman Plumber Market Rate Adjustment

WHEREAS, the Minneapolis Park and Recreation Board (hereinafter “Employer”) and the Minneapolis Building and Construction Trades Council, AFL-CIO (hereinafter “Union”) (collectively the “Parties”) are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, the Parties negotiated terms of a successor agreement for January 1, 2022, through December 31, 2024, with the terms stated in writing and provided to the Union at a mediation session on August 22, 2023; and

WHEREAS, the terms included a market rate adjustment effective January 1, 2023, for the job titles of Electrician and Plumber only; and

WHEREAS, the terms of the new agreement were first ratified by Union membership and then approved by the Minneapolis Park and Recreation Board of Commissioners at their meeting on September 7, 2022; and

WHEREAS, upon receiving a revised collective bargaining agreement that reflected the changes ratified by the Union and approved by the Board of Commissioners for review and signature a dispute ensued where the Union alleged the market rate adjustment included additional job titles of Foreman Electrician and Foreman Plumber; and

WHEREAS, the Employer maintains that no such proposal was made by the Union nor were these additional job titles included in the background of the agenda item brought forward for approval by the Board of Commissioners; and

WHEREAS, the Union grieved the wages and the Parties are scheduled for arbitration on August 31, 2023; and

WHEREAS, the Employer values its employees and the work they perform and wants to compensate them accordingly;

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

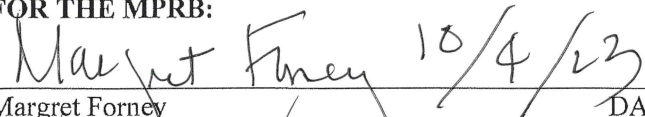
1. Effective **November 1, 2023**, a market rate adjustment of \$3.00/hour for Foreman, Electrician and Foreman, Electrician (Master) will be applied prior to the 2.5% wage adjustment, and a market rate adjustment of \$1.15/hour for Foreman, Plumber and Foreman, Plumber (Master In Charge) will be applied prior to the 2.5% wage adjustment. See revised wage table below.

		Eff 1/1/2022	Eff 1/1/2023	Eff 11/1/2023	Eff 1/1/2024
04605P	Foreman Electrician (Master) P	\$52.576080	\$53.890482	\$56.965482	\$58.389619
04600P	Foreman Electrician-P	\$51.002085	\$52.277137	\$55.352137	\$56.735941
		Eff 1/1/2022	Eff 1/1/2023	Eff 11/1/2023	Eff 1/1/2024
04850P	Foreman Plumber Master I/Chg-P	\$55.113262	\$56.491094	\$57.669844	\$59.111590
04840P	Foreman Plumber-P	\$53.821178	\$55.166708	\$56.345458	\$57.754094

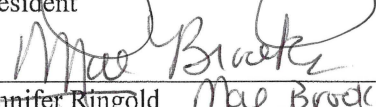
2. This is a one-time agreement related to a particular dispute and is not precedent setting.

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

FOR THE MPRB:

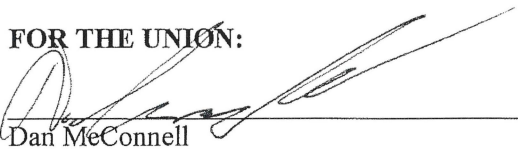


 Margret Forney 10/4/23 DATE
 President



 Jennifer Ringold Mae Brooks 10-4-23 DATE
 Board Secretary

FOR THE UNION:



 Dan McConnell 8/28/2023 DATE
 Business Manager