CITY OF MINNEAPOLIS

and

PLUMBERS UNION LOCAL NO. 15
AFL-CIO

LABOR AGREEMENT

WATER WORKS MAINTENANCE UNIT

For the Period:

January 1, 2013 through December 31, 2013

SUMMARY TABLE OF CONTENTS

ARTICLE SUBJECT MATTER PAGE

ARTICLE 1 ..... **1**

RECOGNITION AND UNION SECURITY **1**

SECTION 1.01 - RECOGNITION AND AMENDMENTS TO UNIT 1
Subd. 1. Recognition *1*
Subd. 2. Amendment to Certified Unit *2*
SECTION 1.02 - UNION DUES AND FAIR SHARE FEES CHECK-OFF 2
Subd. 1. Union Dues Payroll Deductions *2*
Subd. 2. Fair Share Fees Payroll Deductions *2*
Subd. 3. Time of Deductions *2*
Subd. 4. Remittance *3*
Subd. 5. General Administration *3*
Subd. 6. Hold Harmless *3*
SECTION 1.03 - EXCLUSIVE REPRESENTATION 3
SECTION 1.04 - UNION STEWARDS 3
Subd. 1. Number of Stewards *4*
Subd. 2. Activities of Stewards *4*
SECTION 1.05 - VISITATION 4
SECTION 1.06 - BULLETIN BOARDS 4
SECTION 1.07 - UNION MEMBERSHIP 4
SECTION 1.08 – PLUMBERS NATIONAL PENSION 5

ARTICLE 2 ..... **5**

MANAGEMENT RIGHTS **5**

ARTICLE 3 ..... **5**

NO STRIKE - NO LOCKOUT **5**

SECTION 3.01 - NO STRIKE 5
SECTION 3.02 - NO LOCKOUT 5
SECTION 3.03 - VIOLATIONS BY EMPLOYEES 5

ARTICLE 4 ..... **5**

SETTLEMENT OF DISPUTES **5**

SECTION 4.01 – SCOPE 5
SECTION 4.02 – LETTER OF INQUIRY 6
SECTION 4.03 – INFORMAL PROBLEM RESOLUTION 6
SECTION 4.04 – DEFINITION, TIMELINES AND FORM 6
Subd. 1. Time Limits *6*
Subd. 2. Commencement of Grievance *6*
Subd. 3. Grievance Forms *6*
Subd. 4. Cooperation *6*
SECTION 4.05 - STEP ONE (IMMEDIATE SUPERVISOR) 7
SECTION 4.06 - STEP TWO (DEPARTMENT HEAD) 7
SECTION 4.07 - STEP THREE (DIRECTOR OF HUMAN RESOURCES OR HIS/HER DESIGNEE) 7
SECTION 4.08 - STEP FOUR (REGULAR ARBITRATION) 8
Subd. 1. Pay During Proceeding *8*
SECTION 4.09 - EXPEDITED ARBITRATION (OPTIONAL) 8

SECTION 4.10 – MEDIATION (OPTIONAL) 8
Subd. 1. General Provisions *8*
Subd. 2. Pay During Proceeding *10*
SECTION 4.11 - ELECTION OF REMEDY 10

ARTICLE 5 10

EMPLOYEE DISCIPLINE AND DISCHARGE 10

SECTION 5.01 - JUST CAUSE 10
SECTION 5.02 - PROGRESSIVE DISCIPLINE 10
SECTION 5.03 - DISCHARGE DUE PROCESS 11
SECTION 5.04 - APPEALS 11
SECTION 5.05 - DISCIPLINARY ACTION RECORDS 11
SECTION 5.06 - DISCIPLINED EMPLOYEE'S RESPONSE 11
SECTION 5.07 - UNION REPRESENTATION 12

ARTICLE 6 12

SENIORITY 12

SECTION 6.01 - SENIORITY DEFINED 12
Subd. 1. City Seniority Defined *12*
Subd. 2. Classification Seniority Defined *12*
Subd. 3. Seniority During Workers' Compensation Absences *12*
Subd. 4. Ties in Seniority *12*
SECTION 6.02 - SYSTEM SENIORITY CREDIT 12
SECTION 6.03 – SENIORITY AS A RESULT OF MERGERS OR COLLAPSING TITLES 13
SECTION 6.04 - LOSS OF SENIORITY 13

ARTICLE 7 13

FILLING VACANT POSITIONS 13

SECTION 7.01 - GENERAL PROVISIONS 13
SECTION 7.02 – JOB POSTINGS AND APPLICATIONS 13
Subd. 1. Job Postings *13*
Subd. 2. Stated Qualifications *14*
Subd. 3. Application for Promotion *14*
Subd. 4. Job Postings *14*
SECTION 7.03 - EXAMINATION OF QUALIFIED APPLICANTS 14
Subd. 1. Examination Times *14*
Subd. 2. Testing *14*
Subd. 3. Examination Scores *15*
SECTION 7.04 - ELIGIBLES AND REQUISITION LISTS 15
Subd. 1. Passing Score *15*
Subd. 2. Requisition List – Job Postings *15*
Subd. 3. List Expiration *16*
SECTION 7.05 - AFFIRMATIVE ACTION CONSIDERATIONS 16
SECTION 7.06 - SELECTION OF CERTIFIED ELIGIBLES 16
SECTION 7.07 - PROBATIONARY PERIODS 16
SECTION 7.08 - POSITION AUDIT AND CLASS MAINTENANCE STUDIES 17
Subd. 1. Position Audit *17*
Subd. 2. Class Maintenance Studies *17*
SECTION 7.09 - LATERAL TRANSFERS 18
SECTION 7.10 - PERMITS AND DETAILS 18

ARTICLE 8 19

LAYOFF AND RECALL FROM LAYOFF 19

SECTION 8.01 - LAYOFFS AND BUMPING 19
Subd. 1. General Order of Layoff *19*
Subd. 2. Layoff Based on Classification Seniority *19*
Subd. 3. Bumping *19*
SECTION 8.02 - NOTICE OF LAYOFF 19
SECTION 8.03 - RECALL FROM LAYOFF 20
SECTION 8.04 - APPLICATION AND SCOPE 20
SECTION 8.05 - EXCEPTIONS 20
Subd. 1. Mutual Agreement *20*
Subd. 2. Emergency Retention *20*

ARTICLE 9 20

WAGES AND PAYROLLS 20

SECTION 9.01 - CLASSIFICATIONS AND RATES OF PAY 20
Subd. 1. General *20*
Subd. 2. Job Classification System *20*
SECTION 9.02 - PAY PROGRESSIONS 21
SECTION 9.03 - ADVANCES AND TRANSFERS 21
Subd. 1. Advances *21*
Subd. 2. Pay Upon Transfer *22*
Subd. 3. Pay Upon Demotion *22*
Subd. 4. Pay Upon Detail *22*
SECTION 9.04 - PAYROLLS AND PAYDAYS 22
SECTION 9.05 - BENEFITS CALCULATIONS AND ACCRUALS 22
SECTION 9.06 – LONGEVITY PAY 23

ARTICLE 10 23

HOURS OF WORK AND OVERTIME 23

SECTION 10.01 - WORK DAY AND WORK WEEK DEFINED 23
Subd. 1. Normal Work Day and Work Week Configuration *23*
Subd. 2. Departures From the Normal Work Schedule *23*
SECTION 10.02 – MEAL AND REST PERIODS 23
Subd. 1. - Meal Periods *23*
Subd. 2. Rest Periods *23*
SECTION 10.03 - OVERTIME WORK AND PAY 24
Subd. 1. Overtime Work and Pay *24*
Subd. 2. No Duplication *24*
SECTION 10.04 - INCLEMENT WEATHER 24
SECTION 10.05 – ON CALL PAY 25
SECTION 10.06 – SHIFT DIFFERENTIAL 25

ARTICLE 11 26

VACATIONS 26

SECTION 11.01 - VACATIONS WITH PAY 26
SECTION 11.02 - ELIGIBILITY: FULL-TIME EMPLOYEES 26
Subd. 1. Credit During Authorized Leaves of Absence *26*
Subd. 2. Credit During Involuntary Layoffs *26*
Subd. 3. Credit During Periods on Disability Pension *26*
Subd. 4. Credit During Military Leaves of Absence *26*
SECTION 11.03 - ELIGIBILITY: INTERMITTENT AND PART-TIME EMPLOYEES 27
SECTION 11.04 - VACATION BENEFIT LEVELS 27
SECTION 11.05 - VACATION ACCRUALS AND CALCULATION 27
Subd. 1. Accruals and Maximum Accruals *27*

Subd. 2. Negative Accruals Permitted *27*
Subd. 3. Negative Accruals Limited *28*
Subd. 4. Vacation Usage and Charges Against Accruals *28*
SECTION 11.06 - VACATION PAY RATES 28
Subd. 1. Normal *28*
Subd. 2. Detailed (Working Out of Class) Employees *28*
SECTION 11.07 - SCHEDULING VACATIONS 28
Subd. 1. General *28*
Subd. 2. Vacation Prior to Retirement *28*

ARTICLE 12 29

HOLIDAYS 29

SECTION 12.01 - HOLIDAYS WITH PAY 29
SECTION 12.02 - ELIGIBILITY AND PAY 29
Subd. 1. Eligibility *29*
Subd. 2. Holiday Pay and Rate *29*
Subd. 3. Holidays During Vacation and Sick Leave *29*
SECTION 12.03 - HOLIDAYS DEFINED 29
Subd. 1. Schedule of Holidays *29*
Subd. 2. Holidays Occurring on Weekends *29*
SECTION 12.04 - HOLIDAYS WORKED 30
SECTION 12.05 - RELIGIOUS HOLIDAYS 30

ARTICLE 13 30

LEAVES OF ABSENCE WITHOUT PAY 30

SECTION 13.01 - LEAVES OF ABSENCE WITHOUT PAY 30
SECTION 13.02 - LEAVES OF ABSENCE GOVERNED BY STATE STATUTE 30
Subd. 1. Military Leave *30*
Subd. 2. Appointive and Elective Office Leave *31*
Subd. 3. Union Leave *31*
Subd. 4. School Conference and Activities Leave *31*
Subd. 5. Family and Medical Leaves *31*
SECTION 13.03 - LEAVES OF ABSENCE GOVERNED BY THIS AGREEMENT 33

ARTICLE 14 33

LEAVES OF ABSENCE WITH PAY 33

SECTION 14.01 - LEAVES OF ABSENCE WITH PAY 33
SECTION 14.02 - FUNERAL LEAVE 33
Subd. 1. Three (3) Day Leaves *34*
SECTION 14.03 - JURY DUTY AND COURT WITNESS LEAVE 34
SECTION 14.04 - MILITARY LEAVE 34
SECTION 14.05 - OLYMPIC COMPETITION LEAVE 34
SECTION 14.06 - RETURN FROM LEAVES OF ABSENCE WITH PAY 34
SECTION 14.07 - BONE MARROW DONOR LEAVE 35

ARTICLE 15 35

SICK LEAVE 35

SECTION 15.01 - SICK LEAVE 35
SECTION 15.02 - DEFINITIONS 35
Subd. 1. Ocular and Dental *35*
Subd 2. Chemical Dependency *35*
Subd 3. Chiropractic and Podiatrist Care *35*

Subd. 4. Illness or Injury in the Immediate Family *35*
SECTION 15.03 - ELIGIBILITY, ACCRUAL AND CALCULATION OF SICK LEAVE 36
SECTION 15.04 - SICK LEAVE *BANK* - ACCRUAL 36
SECTION 15.05 - INTERRUPTED SICK LEAVE 36
SECTION 15.06 - SICK LEAVE TERMINATION 36
SECTION 15.07 - EMPLOYEES ON SUSPENSION 36
SECTION 15.08 - EMPLOYEES ON LEAVE OF ABSENCE WITHOUT PAY 37
SECTION 15.09 - WORKERS' COMPENSATION AND SICK LEAVE 37
SECTION 15.10 - NOTIFICATION REQUIRED 37

ARTICLE 16 37

SICK LEAVE CREDIT PAY AND SEVERANCE PAY 37

SECTION 16.01 – ANNUAL SICK LEAVE CREDIT PLAN 37
SECTION 16.02 – ACCRUED SICK LEAVE RETIREMENT PLAN 39

ARTICLE 17 39

GROUP INSURANCE 39

SECTION 17.01 - GROUP HEALTH INSURANCE 40
Subd. 1. Enrollment and Eligibility *40*
Subd. 2. Employer and Employee Contributions –Health Care *40*
Subd. 3. Participation in Negotiating Health Care Costs *40*
SECTION 17.02 - GROUP LIFE INSURANCE 40
SECTION 17.03 - GROUP DENTAL INSURANCE 40
SECTION 17.04 - MINNEFLEX 40
SECTION 17.05 - LONG TERM DISABILITY INSURANCE 41

ARTICLE 18 41

WORK RULES 41

ARTICLE 19 41

DISCRIMINATION PROHIBITED 41

ARTICLE 20 41

SAFETY 41

SECTION 20.01 - MUTUAL RESPONSIBILITY 41
SECTION 20.02 - SAFETY SHOE EXPENSE REIMBURSEMENTS 41
SECTION 20.03 - SAFETY GLASSES 42
SECTION 20.04 - WORK UNIFORMS 42
SECTION 20.05 - MEDICAL EVALUATIONS 42
SECTION 20.06 - BENEFITS DURING WORKERS' COMPENSATION ABSENCES 42
SECTION 20.07 - DRUG AND ALCOHOL TESTING 42

ARTICLE 21 43

WORK PLACE ENVIRONMENT 43

ARTICLE 22 43

LABOR MANAGEMENT COMMITTEE 43

ARTICLE 23 43

SUBCONTRACTING AND PRIVATIZATION **43**

ARTICLE 24 ..... **44**

WORKFORCE FLEXIBILITY WATER DISTRIBUTION DIVISIONS OF BOTH THE EASTSIDE YARD AND THE METER SHOP **44**

ARTICLE 25 ..... **44**

COLLECTIVE BARGAINING **44**

SECTION 25.01 - ENTIRE AGREEMENT 44
SECTION 25.02 - SEPARABILITY AND SAVINGS 44

ARTICLE 26 ..... **44**

TERM OF AGREEMENT **44**

SECTION 26.01 - TERM OF AGREEMENT AND RENEWAL 44
SECTION 26.02 - POST-EXPIRATION LIFE OF AGREEMENT 45
SECTION 26.03 - TERMINATION 45

SIGNATORY PAGE **46**

APPENDIX "A" SALARY SCHEDULE

ATTACHMENT "A" **47-11**

DRUG AND ALCOHOL TESTING POLICY .....

ATTACHMENT "B" **1-5**

LETTER OF AGREEMENT .....
RETURN TO WORK/JOB BANK AND RELATED MATTERS .....

ATTACHMENT "C" **1-5**

LETTER OF AGREEMENT .....
JOB BANK AND RELATED MATTERS .....

LABOR AGREEMENT

Between

CITY OF MINNEAPOLIS

and

PLUMBERS UNION, LOCAL NO. 15
AFL-CIO

THIS AGREEMENT, hereinafter referred to as the ***Labor Agreement*** or the ***Agreement***, is made and has been entered into effective the 1st day of January, 2013 by and between the City of Minneapolis, the ***Employer***, and the Plumbers Union, Local No. 15, AFL-CIO, the ***Union***. The Employer and the Union, the ***Parties***, agree to be bound by the following terms and provisions:

Additionally, and in recognition of the unique obligations of all formal organizations to affirmatively address harassment and hostility in the work place, the Parties pledge to eliminate hostility and harassment in the workplace. The employer shall take disciplinary action and the Union shall impose sanction on any employee who, through objective means, is found to have committed such acts of hostility or harassment. Discipline and/or sanction for hostility or harassment shall not be subject to the Grievance Procedure contained in Article 4 of this Agreement. "Objective means" shall mean "determined by a body independent of the employing department administration."

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 there under. 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 and Fair Share Fees Check-Off

Subd. 1. Union Dues Payroll Deductions

In recognition of the Union as the exclusive representative, the Employer shall deduct an amount sufficient to provide the payment of the regular monthly Union membership dues uniformly established by the Union from the wages of all employees who have authorized, in writing, such deduction on a form designated and furnished by the Union. The Union shall certify to the Employer, in writing, the current amount of regular monthly membership dues 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. 2. Fair Share Fees Payroll Deductions

In accordance with *Minnesota Statutes* §179A.06, Subd. 3, the Employer shall, upon notification by the Union, deduct a *fair share fee* from all certified employees who are not members of the Union. This fee shall be an amount equal to the regular membership dues of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the Union's regular membership dues or such amount as may otherwise be allowable by law. The Union shall certify to the Employer, in writing, the current amount of the fair share fee to be deducted as well as the names of bargaining unit employees required by the Union to pay the fee.

Subd. 3. Time of Deductions

The Employer shall deduct Union dues and fair share fees 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 Union dues and fair share fees deductions made pursuant to the provisions of this section to the appropriate designated officer of the Union within fifteen (15) calendar days of the date of the deduction along with a list of the names of the employees from whose wages deductions were made 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, along with the names of business representatives and/or officers of the

Union who shall be authorized by the Union to investigate and present grievances. 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. When the Parties agree that it is mutually beneficial to have an officer of the Union participate in such presentation and/or investigation, such officer shall also be authorized time off with pay for this purpose. Stewards and other representatives of the Union shall not interfere in any way with the Employer's operation or with the performance of work by its employees. Nothing in this paragraph, however, shall be construed to limit the proper presentation of grievances provided for by this subdivision.

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 – Plumbers National Pension

The employer and the Union will explore the feasibility and process necessary to implement the language and contributions required to begin participating in the Plumbers National Pension Fund. Upon mutual consent to the above, and at the request of the Union, the Employer agrees it will modify the language and financial terms of the agreement in order to implement the required contributions.

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.

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 – Scope

This article shall apply to all members of the bargaining unit.

Section 4.02 – Letter of Inquiry

Any employee may file a "letter of inquiry" which requests information on salary, working conditions and/or benefits. Such "letter of inquiry" is available from the business agent or steward. The business agent shall process the letter of inquiry. Where the business agent believes it necessary, he/she may request in writing from the Director, Employee Services information to enable a response to the inquiry. The information requested shall be provided by the Director, Employee Services within ten (10) workdays of receipt of the request. The business agent will respond to the member.

Section 4.03 – Informal Problem Resolution

From time to time, violations relating to the application of this agreement may arise. Many of these violations can be resolved informally. An alleged violation that cannot be resolved informally is called a grievance.

Section 4.04 – Definition, Timelines and Form

A grievance is any matter concerning the interpretation, application, or alleged violation of any currently effective agreement between the Employer and the Union. Grievances shall be resolved in the manner outlined in this article.

Subd. 1. Time Limits

Time limits, as specified in the grievance procedure, may be extended by written mutual agreement of the Parties. The failure of the Employer to comply with any time limit herein means that the Union may automatically process the grievance to the next step of the grievance procedure. Failure of the Union or its employees to comply with any time limit herein renders the alleged violation untimely and no longer subject to the grievance procedure.

Subd. 2. Commencement of Grievance

A grievance must be commenced at step one no later than ten (10) days from the discovery of the grievable event(s) or from when the event(s) reasonably should have been discovered, or ten (10) days from the filing of a letter of inquiry, whichever is earlier. Unless otherwise expressed, days shall mean calendar days.

Subd. 3. Grievance Forms

Forms for the grievance procedure will be developed jointly.

Subd. 4. Cooperation

The Employer will cooperate with the Union to expedite the grievance procedure to the maximum extent practical.

Section 4.05 - Step One (Immediate Supervisor)

An employee shall inform the immediate supervisor of the grievance in writing on the standard grievance form.

If an employee expressly requests a discussion with the immediate supervisor concerning the written grievance, such discussion shall take place within seven (3) days after filing the grievance unless the time is mutually extended. The discussion with the immediate supervisor shall be held with one of the following:

A. The employee accompanied by a Union representative;
B. The Union representative alone if the employee so requests;
C. The employee alone on his/her behalf.

Within ten (10) workdays after the grievance is filed or the discussion meeting concludes, whichever is later, the immediate supervisor shall state his/her decision, in writing, together with the supporting reasons, and shall furnish one (1) copy to the employee who filed the grievance, one (1) copy to the business agent, and one (1) copy to the Director, Employee Services. Each step one decision shall be clearly identified as a "step one decision."

Section 4.06 - Step Two (Department Head)

If the step one decision is not satisfactory, a written appeal may be filed by the Union with the department head within ten (10) days of the date of the step one decision. A copy of the appeal shall be sent to the Director, Employee Services.

Upon request of either party, all persons who participated at step one, or all necessary persons shall have a reasonable opportunity to be heard at step two. If a meeting is requested by the Union, the department head shall schedule a meeting. Notification of at least three (3) workdays shall be given to the Union.

Within twenty (20) workdays after the meeting or the receipt of the appeal, whichever is later, the department head shall present a written decision to the Union. The step two decision shall clearly identify that answer as a "step two decision."

Section 4.07 - Step Three (Director of Human Resources or his/her Designee)

If the step two decision is not satisfactory, a written appeal may be filed by the Union to the Director of Human Resources, or his/her designee, within ten (10) days of the date of the step two decision. Upon request of the Union, a meeting shall be held between the Director of Human Resources, or his/her designee, and a representative of the Union. The meeting shall be scheduled by the Director of Human Resources, or his/her designee, and held within twenty (20) days after receipt of the written appeal.

The Director of Human Resources, or his/her designee, shall have the full authority of the Mayor and the City Council to resolve the grievance.

Within twenty (20) workdays after the step three meeting or receipt of the step three appeal, whichever is later, the Director of Human Resources or his/her designee shall send a written response to the Union. The

step three decision shall clearly identify that answer as a "step three decision."

Section 4.08 - Step Four (Regular Arbitration)

Within twenty (20) days of the date of the step three decision the Union shall have the right to submit the matter to arbitration by informing the Bureau of Mediation Services and the Director, Employee Services that the matter is to be arbitrated.

If the matter is to be arbitrated, a single arbitrator shall be selected from the panel of mutually agreed upon arbitrators. The panel of arbitrators shall be determined by the parties within thirty (30) days of the ratification of this agreement. Arbitrators shall be selected from the panel on a rotating basis.

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

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement.

The arbitrator is also prohibited from making any decision that is contrary to law or to public policy.

Subd. 1. Pay During Proceeding

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

Section 4.09 - Expedited Arbitration (optional)

The Employer and the Union may mutually agree to expedited arbitration. Upon such agreement, the Parties will make immediate (within twenty-four (24) hours) arrangements with the Bureau of Mediation Services for the expedited arbitration procedure and such procedure shall begin as soon as the Bureau can initiate a hearing. It shall be the specific request of both the Parties to have a decision within seven (7) days of the hearing, and that no briefs will be filed.

Section 4.10 – Mediation (optional)

The Employer and the Union may, by mutual agreement, utilize the grievance mediation process in an attempt to resolve a grievance before going to arbitration.

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

Subd. 1. General Provisions

A. Arbitration time frames shall be tolled during the mediation procedure; however, there shall be

no additional extensions without written mutual agreement.

B. Grievances that have been appealed to arbitration may be referred to mediation if both the Employer and the Union agree.

C. Mediation conferences shall be scheduled in the order in which the grievance is appealed to mediation with the exception of suspension or discharge grievances, which shall have priority.

D. Promptly after both parties have agreed to mediate, the parties shall notify the Bureau of Mediation Services. The Bureau of Mediation Services shall arrange for the conference.

E. The mediation proceedings shall be informal in nature and the goal will be to mediate up to three (3) grievances per day.

F. Each party shall have one (1) principal spokesperson that will have the authority to agree upon a remedy of the grievance at the mediation conference.

G. One (1) Grievant will have the right to be present for each grievance.

H. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no transcript of the mediation conference shall be made.

I. The mediator may meet separately with the parties during the mediation conference. The mediator will not have the authority to compel the resolution of a grievance.

J. Written material presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference, except that the mediator may retain on (1) copy of the written grievance to be used solely for the purposes of statistical analysis.

K. If no settlement is reached during the mediation conference, the mediator may provide the parties with an immediate oral advisory opinion if requested by either or both parties. The opinion will involve the interpretation or application of the collective bargaining agreement and the reasons for his/her opinion. The parties may agree that no opinion shall be provided.

L. The advisory opinion of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.

M. If no settlement is reached as a result of the mediation conference, the grievance may be scheduled for arbitration in accordance with Section 4.08.

N. In the event a grievance that has been mediated is subsequently arbitrated, no person who served as the mediator may serve as the arbitrator. In the arbitration hearing, no reference to the mediator's advice or ruling may be entered as testimony nor may either party advise the arbitrator of the mediator's advice or ruling or refer at arbitration to any admissions or offers of settlement made by the other party at mediation.

O. By agreeing to schedule a mediation conference, the Employer does not acknowledge that the case is properly subject to arbitration and reserves the right to raise this issue notwithstanding its agreement to schedule such a conference.

P. The fees and expenses of the mediator and mediation office, if any, shall be shared equally by the parties.

Subd. 2. Pay During Proceeding

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

Section 4.11 - Election of Remedy

Employees covered by Civil Service systems created under Chapter 43a, 44, 375, 387, 419, or 420, by a Home Rule Charter under Chapter 410, or by laws 1941, Chapter 423, may pursue a grievance through the procedure established under this section. When a grievance is also within the jurisdiction of appeals boards or appeals procedures created by Chapter 43a, 44, 375, 387, 419, or 420, by a Home Rule Charter under 410, or by laws 1941, Chapter 423, the employee may proceed through the grievance procedure or the Civil Service appeals procedure, but once a written grievance or appeal has been properly filed or submitted by the employee or on the employee's behalf with the employee's consent, the employee may not proceed in the alternative manner.

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

ARTICLE 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 practicable, 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

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

ARTICLE 6
SENIORITY

Section 6.01 - Seniority Defined

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

Subd. 1. City Seniority Defined

City 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 as a City employee.

Subd. 2. Classification Seniority Defined

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. Seniority During Workers' Compensation Absences

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

Subd. 4. Ties in Seniority

Ties in classification seniority shall be broken by City seniority. Ties in City seniority shall be broken randomly.

Section 6.02 - System Seniority Credit

Upon hiring an applicant who was previously employed by the Minneapolis Board of Education and/or the Minneapolis Park and Recreation Board, 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 – Seniority as a result of Mergers or Collapsing Titles

Employees shall retain their respective classification seniority when merging or collapsing titles under the same jurisdiction and grade level.

When merging or collapsing titles where the result provides a promotion or is cross-jurisdictional, classification seniority shall be established as the date the new title becomes effective. Further, effected employees shall retain their relative seniority amongst each other in the new title with the grade level establishing seniority between grades merged; highest grade has the greatest seniority.

Section 6.04 - 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 on January 1, 1998 and shall be applicable to all Job Postings conducted for the purpose of filling vacant bargaining unit positions. The provisions of the previous Agreement between the Parties shall be applicable to the administration of all Job Postings conducted prior to January 1, 1998 and to all Requisition Lists then in effect.

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. An applicant's eligibility for promotion begins on the date their name was added to a Requisition List. 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 Postings 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 Examination Plan in its final form shall be furnished to the Union at least seven (7) calendar days prior to its approval.

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

Employees who have successfully completed their initial probationary period 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.

Subd. 4. Job Postings

The Employer may, in its discretion, conduct an External Job Posting (i.e., one which includes employee and non-employee or *outside* applicants) in the event there are fewer than seven (7) internal applicants who meet the stated minimum Job Posting requirements for positions below grade level seven (7) or fewer than ten (10) such internal applicants for all other positions. In such cases, all internal qualified applicants shall be permitted to take the required examination and in all cases, the Employer may advertise an open position internally and externally simultaneously and a maximum of seven (7) outside applicants may be tested. For purposes of this article, applicants from the Minneapolis Library Board, the Minneapolis Board of Education and the Minneapolis Park and Recreation Board 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 promotional examination in his or her promotional line during his or her regular scheduled hours of duty, the Employer shall grant time off to take the examination when reasonably possible.

Subd. 2. Testing

All applicants who meet the minimum stated qualification requirements for the Job Posting may be tested. The Employer may, however, at its discretion, limit the number of applicants to be tested on the basis of the applicants' City seniority and on the basis of an objective review of each applicant's relevant

education, training and experience, i.e., an *application review* and/or on the basis of successive testing limitations subject to the following provisions:

a. If seniority/application review limitations apply, an equal number of applicants shall be selected on the basis of seniority and application review, respectively.

b. If successive testing limitations apply, tested applicants shall be selected for further testing on the basis of their actual test scores and the highest scoring applicants only shall be further tested.

c. If either of the testing limitations described above are to be used, the details of the limitation(s) shall be outlined by the Job Posting referred to in Section 7.02, Subd. 1 of this article.

When utilized, the Employer may elect to test all or any percentages of the applicants for any given Job Posting on the announced basis.

Subd. 3. Examination Scores

Applicants shall receive a total examination score the components of which shall be weighted as follows:

a. Eighty percent (80%) 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.

b. Twenty percent (20%) of the total examination score shall be based upon each applicant's relative seniority standing with the Employer.

In the event an internal applicant is tested pursuant to an External Job Posting, one hundred percent (100%) of the total examination score shall be based upon the results of the applicant's test score(s).

Section 7.04 - Eligibles and Requisition Lists

Subd. 1. Passing Score

Each applicant whose 1) total examination score and 2) test score(s) as defined in Section 7.03, Subd. 3 of this article equals or exceeds seventy percent (70%) shall be considered to have passed the examination. There is no *passing score* for the seniority component.

Subd. 2. Requisition List – Job Postings

The names of those applicants who have passed an examination shall be placed on a Requisition List in descending order of their total examination scores in addition to any Veteran's Preference points, if applicable. In the event two (2) or more eligibles hold identical total examination scores, their names shall be placed on the Requisition 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 staffing division of 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 - Affirmative Action Considerations

The Employer may certify to the appointing authority additional eligibles who are women, minorities, and/or members of other protected classes which are underutilized with respect to the involved job category for Job Postings other than promotional. Before implementing such *expanded* procedures for Job Postings, however, the Employer shall first:

a. Reach findings of fact that underutilization of women, minorities and/or other protected classes in a given job category exists and form conclusions that such underutilization has been caused by past discriminatory employment practices and that insufficient progress is being made toward the attainment of the Employer's Affirmative Action goals.

b. Serve the findings of fact, conclusions and decision to expand the normal certification procedure on the Union.

c. Allow a twenty (20) calendar day waiting period to elapse prior to any certification of eligibles pursuant to this subdivision. The Union shall have the right to file a grievance under the provisions of Article 4 of this Agreement during the twenty (20) day waiting period. Grievances, if filed, shall be filed with the Employer's Director, Employee Services and may be advanced to the arbitration step if requested by the Union within thirty (30) calendar days thereafter.

Section 7.06 - Selection of Certified Eligibles

The seven (7) highest scoring eligibles on a Requisition List shall be certified to the appointing authority for selection on promotional examinations. On External Job Postings, the three (3) highest scoring eligibles from the bargaining unit will be certified to the appointing authority for selection along with any of the eligibles on the eligibility list which may be certified to the appointing authority for selection. In the event the *expanded* certification procedures outlined by Section 7.05 of this Agreement are in effect, up to three (3) additional eligibles who are women, minorities and/or protected class members may be certified to the appointing authority for selection. 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 Requisition List.

Section 7.07 - Probationary Periods

An eligible selected to fill a vacant position shall serve an initial or promotional probationary period as applicable. All initial probationary periods shall normally be twelve (12) months in duration and all promotional probationary periods shall be three (3) months in duration provided that promotional probationary periods may be extended for up to an additional three (3) months upon prior notice to the involved employee with a copy to the Union. An employee may be removed from the position at the discretion of the appointing authority. Such removal shall not be subject to the grievance/arbitration provisions of this Agreement. Removal during an employee's initial probationary period shall result in

termination of employment. An employee removed during a promotional probationary period, however, shall have the right to return to a vacant position in his/her previous classification or, if none is available, to his/her previous position. For purposes of this section, one (1) month shall be deemed to be one hundred seventy-four (174) hours of work. Time spent in temporary duty in the position immediately preceding the appointment shall count toward satisfaction of the probationary period, benefits eligibility (without retroactivity), and pay progression requirements.

Section 7.08 - Position Audit and Class Maintenance Studies

Subd. 1. Position Audit

Unless otherwise ordered by a court of competent jurisdiction, an employee who believes that their individual position is reclassified has changed due to as a result of 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 Human Resources Department. Requests for study of an employee's individual position may be submitted no more than once per every 24 calendar months unless the Parties agree that substantial changes have occurred in the position justifying the need for a new audit.

If the audit results in 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 involved employee submitted a properly completed request for reclassification to the Employer's Human Resources Department with a copy to the involved Department Head or Manager. The provisions of this section shall apply only to the incumbent employee who has been permanently certified to the involved position.

Upon reclassification to a position providing a lower 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 determined in accordance with Section 9.03, Subd. 3 of this Agreement.

Subd. 2. Class Maintenance Studies

The Employer may initiate class maintenance studies related to a specific class or a group of positions within a department/division as needed to maintain the integrity of the Employer's classification system. The Employer will consider requests by the Union, a Department, or a Division 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.

If a classification or group of positions is reclassified following 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 employee who has been permanently certified to the involved positions.

If a class or group of positions 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 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 employees' pay shall be determined in accordance with Section 9.03, Subd. 3 of this Agreement.

The Human Resources Department will develop an initial schedule of class maintenance studies in conjunction with the Union that provides that each class will be reviewed within six (6) calendar years from the date of execution of this Agreement. Thereafter, Human Resources will develop an on-going schedule of class maintenance studies that provides for a maintenance study on a rotating basis at least once every four (4) calendar years. Such studies may be done more frequently as needed to maintain the integrity of the classification system.

Section 7.09 - Lateral Transfers

Employees may request to be transferred to a vacant position within their classification in another division of the Public Works Department and may be transferred pursuant to such request with the written approval of their division head, the involved appointing authority and the Employer's Director, Employee Services. 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 involved employee shall be reassigned to a vacant position within the classification or, if none is available, to their previous position.

Section 7.10 - 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.

When a Commercial Service Worker II or a Water Service Worker II fills in for or works as an assistant supervisor, supervisor or foreman for eight (8) or more hours, they shall be paid as provided for in Section 9.03 for the time worked in that classification.

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 department head shall immediately report such pending layoffs to the City Coordinator or his/her designated representative. The status of involved employees shall be determined by the following provisions and the involved employees will be notified.

Subd. 1. General Order of Layoff

Within the affected classification, 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 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 a *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 City seniority shall have the right to displace (*bump*) the employee of lesser City seniority who was last certified to progressively lower paid classifications previously held permanently (i.e., one in which the probationary period was satisfactorily completed) by the laid off employee and in which job performance was deemed by the Employer to be satisfactory which is lower than the original classification of the laid off employee. 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 reemployed without examination in a vacant position of the same class 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 - Application and Scope

For purposes of this article, bargaining unit employees may displace (*bump*) non-bargaining unit employees. Further, non-bargaining unit employees shall be permitted to displace bargaining unit employees. Specifically, the provisions of this article respecting layoff, bumping and recall, shall be applicable to those employees excluded from the bargaining unit by virtue of their supervisory or confidential status.

Section 8.05 - 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 City Coordinator or his/her designated representative, employees will be laid off and reemployed 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 Minneapolis Civil Service Commission (*MCSC*) shall administer the Employer's job classification system in accordance with the following criteria:

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 Employer'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 MCSC 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 MCSC, in coordination with the Employer'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 the MCSC for review and final action. 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 first day of the pay period which includes the date of eligibility.

Section 9.03 - Advances and Transfers

Subd. 1. Advances

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 5%. The employee shall

be advanced thereafter in accordance with Section 9.02 (*Pay Progressions*) of this article. 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 but they shall not be applicable to the apprenticeship progressions set forth in Appendix "A" of this Agreement. However, in all instances the employee's rate of pay while serving in the detail shall be calculated using his/her anniversary date in his/her last permanently certified classification. Apprentice employees shall be compensated at the appropriate step based upon their actual paid service within the meaning of Section 9.02 (*Pay Progressions*) of this Agreement and the number of service hours at each apprentice level. 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.

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.

Subd. 4. Pay Upon Detail

The salary of an employee who is detailed to perform all or substantially all of the duties of a higher-paid classification shall be determined by adding five percent (5%) to the salary received in the employee's permanent classification and then finding the salary increment closest to that figure in the new detail classification. When eligible for step advancement on the anniversary date in the permanent classification, the employee's wage will be recalculated, if the increase is not withheld or delayed, based upon their permanent classification. The detail pay will then be based upon the new wage in the permanent classification and in accordance with the above calculation.

Section 9.04 - Payrolls and Paydays

All payrolls shall be calculated on a biweekly basis and employees shall normally be paid every other 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.

Section 9.06 – Longevity Pay

Longevity shall, on an annual basis, be adjusted by the annual wage adjustment.

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.

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 – Meal and Rest Periods

Subd. 1. - Meal Periods

Unpaid meal periods *shall be thirty (30) minutes in duration. Employees shall not normally be assigned any duties or responsibilities during such periods. Employees may be allowed a reasonable period of time in which to clean up prior to the meal period when, in the opinion of the employee's supervisor, such clean-up time is appropriate because of employee contact with toxic chemicals, sewage or extraordinary grime. In no event, however, shall clean-up be permitted to interfere with the normal progress of the project to which the employee is assigned.

Subd. 2. Rest Periods

One fifteen (15) minute break in the morning shall be granted at a time compatible with the state or progress of the job as defined by the Foreman. The break shall be taken on the work site unless explicitly permitted otherwise by the Foreman with the concurrence of the General Foreman.

Section 10.03 - Overtime Work and Pay

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. The overtime pay/compensatory time status codes set forth in Appendix "A" of this Agreement (*OTC 1, 2, 3, or 4*) shall be applicable to bargaining unit employees as defined below:

a. OTC Code 1. Employees are not eligible for overtime pay or compensatory time.

b. OTC Code 2. 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. Compressed work week arrangements, voluntarily agreed upon by employees and their supervisors, shall be exempt from the daily overtime provisions of this paragraph. All work performed by an employee on the seventh (7th) consecutive day of work shall be compensated at two (2) times the employee's regular hourly rate of pay.

c. OTC Code 3. 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 forty (40) hours in any work week.

d. OTC Code 4. Compensatory time shall be granted for all time worked in excess of the normal work week at the rate of one (1) hour of compensatory time for each hour so worked.

A maximum of eighty (80) hours of compensatory time may be accumulated unless the City Council 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.

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. Official closure announcements shall be made by the Employer through internal means and, where appropriate or necessary, be broadcast by WCCO-AM radio (830 kHz) and/or other suitable public media. 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 such closures.

Section 10.05 – On Call Pay

In the event employees are required to stand-by (on call) for duty during normal off-duty hours, they shall be compensated in accordance with the following schedule.

Monday through Fridays:	2 Hours Straight-Time Pay/Day
Saturdays and Sundays:	5 Hours Straight-Time Pay/Day
Holidays:	8 Hours Straight-Time Pay/Day

Employees shall also be paid for hours actually worked during such standby periods at the appropriate rate of pay. Stand-by compensation paid in accordance with the above schedule (exclusive of pay for hours actually worked) shall not be construed as pay for hours worked for overtime or any other time.

Section 10.06 – Shift Differential

Effective January 1, 2013:
Employees who are scheduled to work a shift which begins between 12:00 noon and 2:59 p.m. shall be paid a shift differential of $0.485 per hour for all hours worked on such shifts. In addition, should that same employee be authorized to come in early or stay over, working immediately adjacent to such a shift, the $0.485 per hour differential pay shall also be applied to those overtime hours.

Employees who are scheduled to work an 8-hour shift which begins between 3:00 p.m. and 5:59 a.m. shall be paid a shift differential of $1.023 per hour for all hours worked on such shifts. In addition, should that same employee be authorized to come in early or stay over, working immediately adjacent to such a shift, the $1.023 per hour differential pay shall also be applied to those overtime hours.

Limitations: Employees who work overtime, either by coming in early or staying over into another shift that qualifies for differential pay, their sole compensation shall be the payment of overtime or compensatory time, if applicable. Employees who voluntarily work a 10-hour shift are excluded from these provisions.

Effective March 15, 2013:
Employees who are scheduled to work a shift which begins between 12:00 noon and 2:59 p.m. shall be paid a shift differential of $0.497 per hour for all hours worked on such shifts. In addition, should that same employee be authorized to come in early or stay over, working immediately adjacent to such a shift, the $0.497 per hour differential pay shall also be applied to those overtime hours.

Employees who are scheduled to work an 8-hour shift which begins between 3:00 p.m. and 5:59 a.m. shall be paid a shift differential of $1.0486 per hour for all hours worked on such shifts. In addition, should that same employee be authorized to come in early or stay over, working immediately adjacent to such a shift, the $1.0486 per hour differential pay shall also be applied to those overtime hours.

Limitations: Employees who work overtime, either by coming in early or staying over into another shift that qualifies for differential pay, their sole compensation shall be the payment of overtime or compensatory time, if applicable. Employees who voluntarily work a 10-hour shift are excluded from these provisions.

ARTICLE 11
VACATIONS

Section 11.01 - Vacations With Pay

Employees in the classified service of the Employer 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 shall be granted to permanently certified employees who work one-half (½) time or more and who have completed six (6) months of continuous service. 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:

Years of City Service	Vacation Days
1 - 4	12 days
5 - 7	15 days
8 - 9	16 days
10 - 15	18 days
16 - 17	21 days
18 - 20	22 days
21 +	26 days

For purposes of this article, the word *day* shall be defined as eight (8) hours.

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. Effective January 1, 2003 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 Permitted

Employees certified to permanent positions prior to January 1, 1973 shall be allowed to accrue a negative balance in their vacation account. Such amount shall not exceed the anticipated earnings for the immediately succeeding twelve (12) month period. The anniversary date for increase in such employee's vacation allowance shall be January 1, of the year in which the employee's benefit level is changed. Employees separating from the service will be required to refund vacation used in excess of accrual at the time of separation, if any.

Subd. 3. Negative Accruals Limited

Employees hired after January 1, 1973 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 work day immediately following the completion of the appropriate number of years of continuous service.

Subd. 4. 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

Subd. 1. General

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.

Subd. 2. Vacation Prior to Retirement

Employees are encouraged to provide at least 30 working days notice of their intent to retire. Effective February 1, 2004 the value of any vacation balance due upon separation at retirement shall be deposited into the employees Post Retirement Health Care Savings Plan, as established in Minn. Stat. §352.98 as administered by the Minnesota State Retirement System

ARTICLE 12
HOLIDAYS

Section 12.01 - Holidays With Pay

Employees in the classified service of the Employer 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.

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

Subd. 1. Schedule of Holidays

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
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

Subd. 2. Holidays Occurring on Weekends

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.

Section 12.04 - Holidays Worked

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.

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 supervisory approval to work an equivalent number of hours (at straight-time rates of pay) at some other time during the calendar year. The employee must notify the 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 operations.

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.

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

a. General. Pursuant to the provisions of the federal *Family and Medical Leave Act of 1993* and the regulations promulgated there under which shall govern employee rights and obligations as to family and medical leaves wherever they may conflict with the provisions of this subdivision, leaves of absence of up to twelve (12) weeks in any twelve (12) months will be granted to eligible employees who request them for the following reasons:

(i) for purposes associated with the birth or adoption of a child or the placement of a child with the employee for foster care,

(ii) when they are unable to perform the functions of their positions because of temporary sickness or disability, and/or

(iii) when they must care for their parent, spouse, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, child, or other dependents and/or members of their households who have a serious medical condition.

iv. for any qualifying exigency arising out of the fact that the employee's spouse, registered domestic partner, son, daughter, or parent is a covered military member on active duty or has been notified of an impending call or order to active duty in support of a contingency operation as either a member of the National Guard or Military Reserves or a retired member of the regular armed forces or reserves.

Leaves of absence of up to twenty six (26) weeks in any twelve (12) months will be granted to eligible employees who request them for the following reasons:

v. for the care of a covered service member who is a current member of the Regular Armed Forces, National Guard, or Reserves who has incurred an injury or illness in the line of duty while on active duty, provided that such injury or illness renders the service member medically unfit to perform the duties of his/her office, grade, rank, or rating. To qualify the employee must be the spouse, registered domestic partner, son, daughter, parent or next of kin of the service member.

Unless an employee elects to use accumulated paid leave benefits while on family and medical leaves (see paragraph "f", below), such leaves are without pay. The Employee's group health, dental and life insurance benefits shall, however, be continued on the same basis as if the employee had not taken the leave.

b. Eligibility - Employees are eligible for family and medical leaves if they have accumulated at least twelve (12) months employment service preceding the request for the leave and they must have worked at least six (6) months during the twelve (12) month period immediately preceding the leave. Eligible spouses or registered domestic partners who both work for the Employer will be granted a combined twelve (12) weeks of leave in any twelve (12) months when such leaves are for the purposes referenced in clauses (i) and (iii) above.

c. Notice Required - Employees must give thirty (30) calendar days notice of the need for the leave if the need is foreseeable. If the need for the leave is not foreseeable, notice must be given as soon as it is practicable to do so. Employees must confirm their verbal notices for family and medical leaves in writing. Notification requirements may be waived by the Employer for good cause shown.

d. Intermittent Leave - If medically necessary due to the serious medical condition of the employee, or that of the employee's spouse, child, parent, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, or other dependents and/or members of their households who have a serious medical condition, leave may be taken on an intermittent schedule. In cases of the birth, adoption or foster placement of a child, family and medical leave may be taken intermittently only when expressly approved by the Employer.

e. Medical Certification. The Employer may require certification from an attending health care provider on a form it provides. The Employer may also request second medical opinions provided it pays the full cost required.

f. Relationship Between Leave and Accrued Paid Leave - Employees may use accrued vacation, sick leave or compensatory time while on leave. The use of such paid leave benefits will not affect the maximum allowable duration of leaves under this subdivision.

g. Reinstatement - Upon the expiration of family and medical leaves, employees will be returned to an equivalent position within their former job classification. Additional leaves of absence without pay described elsewhere in this Agreement may be granted by the Employer within its reasonable discretion, but reinstatement after any additional leave of absence without pay which may have been

granted by the Employer in conjunction with family and medical leaves, is subject to the limitations set forth in Section 13.03 (*Leaves of Absence Governed by this Agreement*) of the Agreement.

Section 13.03 - Leaves of Absence Governed by this Agreement

Employees may be granted leaves of absence for reasonable periods of time provided the requests for such leaves are consistent with the provisions of this section. Employees on leave in excess of six (6) months will, at the expiration of the leave, be placed on an appropriate layoff list for their classification if no vacancies exist in their classification. Employees on leave of less than six (6) months will, at the expiration of the leave, return to their departments in positions within their classification. Leaves of absence under this section may be granted for the following purposes:

Subd. 1. Temporary illness or disability properly verified by medical authority;

Subd. 2. To serve in an unclassified City position not covered by state statute;

Subd. 3. Education that benefits the employee to seek advancement opportunities or carry out job-related duties more effectively;

Subd. 4. To serve temporarily in a position with another public employer where such employment is deemed by the Employer to be in the best interests of the City;

Subd. 5. To become a candidate in a general election for public office. A leave of absence without pay commencing thirty (30) calendar days prior to the election is required, unless exempted by the Employer;

Subd. 6. For personal convenience (including parenting leave) not to exceed twelve (12) calendar months;

Subd. 7. A leave of absence without pay of ninety (90) calendar days per calendar year or less if approved by the Employer for the purpose of reducing the Employer's operating budget. Such employees shall be credited with seniority, vacation, group health/life insurance benefits and sick leave benefits as if they had actually worked the hours.

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:

Subd. 1. Three (3) Day Leaves

A leave of absence of three (3) working days shall be granted at the time of death of an employee's parent, stepparent, spouse, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, child, stepchild, brother, sister, stepbrother or stepsister, father-in-law, mother-in-law, grandparent or grandchild, or members of employees' households. For purposes of this subdivision, the term's *father-in-law* and *mother-in-law* shall be construed to include the father and mother of an employee's domestic partner..

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

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

Employees in the classified service of the Employer who regularly work more than twenty (20) hours per week shall be entitled to leaves of absence with pay, for actual, bona fide illness, temporary physical disability, or illness in the immediate family, or quarantine. Such leaves shall be granted in accordance with the provisions of this article.

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 Podiatrist Care

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

Subd. 4. Illness or Injury in the Immediate Family

Employees may utilize accumulated sick leave benefits for reasonable periods of time when their absence from work is made necessary by the illness or injury of their dependent child ("child" shall include

the employee's biological, step, adopted, or foster child under 18 years of age, or under 20 years of age if still attending secondary school), and up to 160 hours in a rolling 12 month period when their absence from work is made necessary by the illness or injury of their spouse, *registered domestic partner* within the meaning of Minneapolis *Code or Ordinances* Chapter 142, parents, sibling, adult child, grandparent, stepparent, guardian or ward. 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. Nothing in this subdivision limits the rights of employees under the provisions of Section 13.02, Subd. 5 (*Family and Medical Leaves*) of this Agreement.

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. Three (3) 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 avail-able 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

Employees in the classified service shall have the option of using available sick leave accruals, vacation accruals, or of receiving workers' compensation (if qualified under the provisions of the *Minnesota Workers' Compensation Statute*) where sickness or injury was incurred in the line of duty. If sick leave or vacation is used, payments of full salary shall include the workers' compensation to which the employees are entitled under the applicable statute, and the employees shall receipt for such compensation payments. If sick leave or vacation is used, the employees' sick leave or vacation credits shall be charged only for the number of days represented by the amount paid to them in excess of the workers' compensation payments to which they are entitled under the applicable statute. If an employee is required to reimburse the Employer for the compensation payments thus received, by reason of the employee's settlement with a third party, his/her sick leave or vacation will be reinstated for the number of days which the reimbursement equals in terms of salary. In calculating the number of days, periods of one-half (½) day or more shall be considered as one (1) day and periods of less than one-half (½) day shall be disregarded.

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 PAY AND SEVERANCE PAY

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 under the terms and conditions set forth below.

(a) Eligibility. An employee who has an accumulation of sick leave of sixty (60) days or more on December 1 of each year (hereafter an "Eligible Employee") shall be eligible to make the election described below.

(b) Election. On or before December 10 of each year, the Employer shall provide to each Eligible Employee a written election form on which the Eligible Employee may elect whether he/she wants to receive cash payment for all or any portion of his/her sick leave that will be accrued during the calendar year immediately following the election (the "Accrual Year"). The employee shall deliver the election form to the Employer on or before

December 31. Such election is irrevocable. Therefore, once an Eligible Employee transmits his/her election form to the Employer, the employee may not revoke the decision to receive cash payment for sick leave or change the amount of sick leave for which payment is to be made. If an Eligible Employee does not transmit an election form to the employer on or before December 31, he/she shall be considered to have directed the Employer to NOT make a cash payment for sick leave accrued during the Accrual Year.

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

i. *At Least Sixty (60) Days, But Less Than Ninety (90) Days*. Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on fifty percent (50%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

ii. *At Least Ninety (90) Days, But Less Than One Hundred Twenty (120) Days.* Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form/ The amount of the payment shall be based on seventy-five percent (75%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

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

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

(e) Deferred Compensation. Employees, at their sole option, may authorize and direct the Employer to deposit sick leave credit pay under 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.

(b) 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.

(c) The amount payable to each employee qualified hereunder shall be one-half (½) the daily rate of pay for the position held by the employee on the day of retirement, notwithstanding subsequent retroactive pay increases, for each day of accrued sick leave subject to a minimum of sixty (60) days.

(d) Effective February 1, 2004 and thereafter, 100% of the amount payable under this Section shall be deposited into the Health Care Savings Account (MSRS). This deposit shall occur within thirty (30) days of the date of retirement.

(e) 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 Minneapolis 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 medical 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. Where the employees meet eligibility requirement when they are not on active status, they will be eligible to enroll upon their return to active status. Eligible employees may waive coverage under the Employer's available medical plans by providing written evidence satisfactory to the Employer that they are covered by health insurance from another source at the time of open enrollment and signs a waiver of coverage under the Employer's available plans. Subsequent coverage eligibility for such employees, if desired, shall be governed by the provisions of the contracts of insurance between the Employer and the providers of such coverage.

Subd. 2. Employer and Employee Contributions –Health Care

Pursuant to the Letter of Agreement, which is attached to this Collective Bargaining Agreement.

Subd. 3. 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 coverages specified therein in the face amount of ten thousand dollars ($10,000.00). 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 coverages 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 Employer'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 - Long Term Disability Insurance

Effective January 1, 2002, permanently certified full-time employees shall be enrolled in the Employer's group long term disability insurance policy and shall be provided with the coverages specified therein. Coverage shall become effective no later than the first of the month following thirty (30) days of employment, provided they are actively employed. Where the employees are not on active status, they will be eligible to enroll upon their return to active status. The Employer shall pay the required premiums for the policy.

ARTICLE 18
WORK RULES

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.

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 Shoe Expense Reimbursements

Foremen, Water Service Maintenance who are required by the Employer to wear safety shoes as a condition of employment shall be eligible to participate in the Employer's Safety Shoe Expense Reimbursement Program. Such program shall provide a bi-annual reimbursement of up to two hundred dollars ($200.00) per purchase or repair. Employees shall be required to submit adequate proof of purchase or repair before reimbursements are made.

Section 20.03 - Safety Glasses

Employees who are required by the Employer to wear safety glasses as a condition of employment shall be eligible to participate in the Employer's Safety Glasses Program. Such program shall provide one (1) pair of required safety glasses (lenses and frames which meet the Employer's specifications) to eligible employees at the time of initial eligibility and shall include provisions for replacement lenses and frames upon breakage or prescription changes. The program shall not, however, provide reimbursement to eligible employees for costs associated with eye examinations nor shall it provide replacement lenses or frames if issued glasses are lost.

Section 20.04 - Work Uniforms

Employees of the Meter Shop, Hydrant Shop and East Side Yard shall receive a "standard issue" of work uniforms consisting of five (5) shirts, five (5) pants, one (1) jacket, and one (1) jacket liner, or three (3) cotton coveralls without cost to the employees. On an as needed basis thereafter, worn-out work uniform items, shall be replaced by the Employer without cost to employees on a demonstrated need basis.

Section 20.05 - 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 20.06 - 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 and 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. Moreover, such employees shall be compensated for up to one (1) hour of work time for each fitness for duty examination which occurs during the employee's absence. Such compensation shall not be paid, however, where the employee is drawing workers' compensation *lost time* benefits.

Section 20.07 - Drug and Alcohol Testing

Employee's may be tested for drugs and/or alcohol pursuant to the provisions of the Employer's Drug and Alcohol Testing Policy which is attached hereto and made a part of this Agreement as if more fully set forth herein.

ARTICLE 21
WORK PLACE ENVIRONMENT

The Employer reaffirms its commitment to encourage and maintain a work environment which is hospitable to all employees, managers and supervisors. To that end, the Employer and the Union shall continue to develop and refine a formal policy that prohibits harassment and abuse in the work place by any employee, manager, or supervisor. The Employer agrees to investigate all allegations of violations to that policy. Upon a finding that a violation of the policy has occurred, the Employer shall take appropriate remedial and/or corrective action.

ARTICLE 22
LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree to form and implement a Labor Management Committee (LMC). The LMC will consist of an equal number of representatives from both the Employer and the Union.

The main functions shall be to: confer on all matters of mutual concern including health, safety and working conditions; keep both parties to this contract informed of changes and/or developments caused by conditions other than those covered by this contract; confer over potential problems in an effort to keep such matters from becoming major in scope; and provide a forum for solving problems of the organization.

The LMC shall receive training from the Bureau of Mediation Services, as well as other labor/management training services. The training shall assist the LMC in developing and maintaining a citywide focus in developing an appropriate problem-solving climate.

The LMC shall meet regularly, but no less than once a month, develop its own agenda, and be alternately chaired by representatives of the Parties.

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
WORKFORCE FLEXIBILITY WATER DISTRIBUTION DIVISIONS OF BOTH THE EASTSIDE YARD AND THE METER SHOP

The Employer and the Union the parties shall meet in an effort to identify and develop employment practices more responsive to the construction and maintenance needs of the employer. This includes developing educational requirements such as job training or job certifications for the technical skills that would be identified or required by the E.M.A. study currently being conducted.

ARTICLE 25
COLLECTIVE BARGAINING

Section 25.01 - 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 25.02 - 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 26
TERM OF AGREEMENT

Section 26.01 - Term of Agreement and Renewal

The provisions of this Agreement shall become effective on the January 1, 2013, and shall remain in full force and effect through the December 31, 2013. 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 26.02 - 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 26.03 - 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 CITY:

_____

Timothy O. Giles Date
Director, Employee Services

APPROVED AS TO FORM:

_____

Assistant City Attorney Date
For the City Attorney

CITY OF MINNEAPOLIS:

_____

Paul Aasen Date
City Coordinator

COUNTERSIGNED:

_____

Finance Officer Date

FOR THE UNION:

_____

Scott Gale Date
Business Representative

_____

Rick Eilers Date
Business Manager

ATTACHMENT "A"

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 City of Minneapolis and to the public. To reduce those risks, the City 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 City 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 City 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 City 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 ten (10) 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 sixty (60) 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 ten (10) 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 City of Minneapolis 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 City of Minneapolis 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 <u>legitimate medical reason</u> 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.

CITY OF MINNEAPOLIS
NOTIFICATION AND CONSENT FORM FOR DRUG AND ALCOHOL TESTING (REASONABLE SUSPICION) AND DATA PRACTICES ADVISORY

I acknowledge that I have seen and read the City of Minneapolis *Drug and Alcohol Testing LOA*. I hereby consent to undergo drug and/or alcohol testing pursuant to said LOA, and I authorize the City of Minneapolis 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 City of Minneapolis. 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 City of Minneapolis test result data regarding presence or absence of drugs, alcohol, or their metabolites, in a sample tested. The City of Minneapolis 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	

ATTACHMENT "B"

CITY OF MINNEAPOLIS

and

PLUMBERS UNION LOCAL NO. 15
AFL-CIO

LETTER OF AGREEMENT
Job Bank and Related Matters

The above-entitled Parties are signatory to a Labor Agreement which is currently in force (the "Labor Agreement"). This Letter of Agreement outlines additional agreements reached by the Parties during the course of collective bargaining which resulted in the making of the Agreement and which the Parties now desire to confirm.

GENERAL PROVISIONS

The Employer has created a *Job Bank* as a component of its resources allocation (budget) process. The purpose of the Job Bank is to assist the Employer and its employees during a time of major restructuring and change caused by unyielding demands for municipal service in the face of decreasing funding. It is the Employer's intention, to the extent feasible under these circumstances, to identify employment opportunities for employees whose positions are eliminated through reassignment, retraining and out-placement support. One of the purposes of the Job Bank process is to minimize, to the extent possible, the disruption normally associated with contractual "bumping" and layoff procedures to both the Employer and affected employees.

The Job Bank process shall be administered in a manner which is consistent with the Employer's desire to treat affected employees with dignity and respect at a difficult time in their relationship and to provide as much information and assistance to them as may be reasonably possible and practical within the limited resources available.

The term "Recall List" as used in this Agreement means the list of employees who are laid off from employment with the City or removed from their position by reason of a reduction in the size of the workforce, and who retain a right to return to their prior job classification pursuant to the terms of the Labor Agreement and/or Civil Service rules.

JOB BANK PROCESS AND PROCEDURE

I. Job Bank Assignment

1. Regular (*permanently certified*) employees whose positions are eliminated shall

receive formal, written notification to that effect from the appointing authority of the department to which they are assigned. If a position is to be eliminated in any department, the employee with the least amount of seniority in the particular job class within the impacted division/department will be placed in the job bank, regardless of performance, assignment, function or other consideration. For the purposes of this section, a division is defined as an operational unit headed by a supervisory director or deputy who reports directly to a department head. If a department is of such a size as to have no distinct divisions, the department shall be treated as a division. Whether the layoff will be implemented relative to the least senior in a division or department will be determined by the terms of the Labor Agreement covering the impacted positions.

2. Such employees shall be assigned to the Job Bank. Employees whose positions have been eliminated based on the Employer's regular annual budget process, including the Mayor's proposed budget and/or the final annual City budget as passed by the City Council, or as otherwise ordered by the City Council, are entitled to a sixty (60) day tenure in the job bank. All positions eliminated based on the Mayor's proposed budget and/or the final annual City budget as passed by the City Council must be so eliminated after the Mayor's proposed budget is announced but no later than January 1, of the next budget cycle (unless the department/division intends to eliminate at a later date as part of their final annual budget for that year). Employees whose positions have been eliminated based on any mid-cycle budget or revenue reductions not controlled by the Mayor and the City Council, are entitled to a thirty (30) day tenure in the job bank, or until they are reassigned, whichever may first occur. All such employees in the Job Bank shall have extended job bank services for as long as they remain on a recall list. During such period such laid off employees shall form a pool for "restricted examination" for positions for which they may be qualified. The employee will notify the City of their interest in being considered. The Union will assist in notifying these employees of vacancies to be filled. A permit position shall be considered a "vacancy" if it is in a job classification impacted by the workforce reduction and if more than 60 days remain on the permit.

3. Permit and temporary employees whose employment is terminated are not eligible for Job Bank assignment or benefits. Certified temporary employees shall, however, be eligible for the Job Bank activities described in paragraphs 2(c) below.

II. Job Bank Activities

1. While affected employees are assigned to the Job Bank, they shall continue in their positions with no change in pay or benefits. While so assigned, however, affected employees may be required to perform duties outside of their assigned job classifications and/or they may be required to perform such duties at a different location as determined by the Employer.

2. While affected employees are assigned to the Job Bank, the Employer shall make reasonable efforts to identify vacant positions within its organization which may provide continuing employment opportunities and which may be deemed suitable for affected employees by all concerned.

a. **Lateral Transfer.** Employees may request to be transferred to a vacant position in another job classification at the same MCSC Grade level provided they meet the minimum qualifications for the position.

i. Seniority Upon Transfer. In addition to earning job classification seniority in their new title, transferred employees shall continue to accrue job classification seniority in their former title and they shall have the right to return to their former title if the position to which they have transferred is later eliminated. In the event the transfer is to a formerly held job classification, seniority in the new (formerly held) title shall run from the date upon which they were first certified to the former classification.

ii. Pay Upon Transfer. The employee's salary in the new position will be their former salary or that of the next available step in the pay progression schedule for the new title which provides for an increase in salary if no equal pay progression step exists. If the employee's salary in the former position is greater than the maximum salary applicable to the new title, the employee's salary will be *red circled* until the maximum salary for the new title meets the employees' red circled rate. Such employees shall, however, be eligible for fifty percent (50%) of the negotiated general increase occurring during the term of the Agreement. Lateral transfers shall not affect anniversary dates of employment for pay progression purposes.

iii. Probationary Periods. Employees transferring to a different title will serve a six (6) calendar month probationary period. In the event the probationary period is not satisfactorily completed, the affected employee shall be returned to Job Bank assignment and the employee's "bumping", layoff or transfer rights under the Agreement or other applicable authority shall be restored to the same extent such rights existed prior to the employee taking the probationary position. Upon the affected employee's <u>first</u> such return to the Job Bank, the employee shall be entitled to remain in the Job Bank for the greater of ten (10) business days, or the duration of the applicable Job Bank period, as determined under Article I, paragraph 2, that remained as of the date the employee began in the probationary position. The rate of compensation for

the remainder of the employee's time in the Job Bank will be the same as the rate in effect as of the employee's last day in the probationary position. Return to the Job Bank terminates the employee's work in the probationary assignment and, therefore, time served following the return to the Job Bank shall not be construed to count toward the completion of the probationary period.

b. **Reassignment.** The Employer reserves the right to transfer an employee in the Job Bank to a new position and/or duty location within their job classification at a time determined to be appropriate by the Employer. Such reassignments terminate the affected employee's assignment to the Job Bank. If the Labor Agreement covering the job classification of the employee reassigned under this paragraph specifically permits a probationary period upon reassignment, the provisions of subparagraph a.iii., above, shall apply as if the reassignment had been a transfer.

c. **Recall Rights.** Employees who accept a position out of the Job Bank or who bump into a previously held position, or leave City employment on layoff shall retain recall rights to the title they held when assigned to the Job Bank in accordance with the collective bargaining agreement at the time of placement in the Job Bank.

d. **Filling Vacant Positions.** During the time the procedures outlined herein are in effect, position vacancies to be filled shall first be offered to regular employees who have a contractual right to be recalled to a position in the involved job classification or who may have a right to "bump" or transfer to the position, as the case may be. In such circumstances, the seniority provisions of the Agreement shall be observed. If no regular employee has a contractual right to the position, the following shall be given consideration in the order (priority) indicated below:

1st Priority:	Qualified Job Bank employees
2nd Priority:	Employees on a recall list
3rd Priority:	Employee applicants from a list of eligibles
4th Priority:	Displaced certified temporary employees
5th Priority:	Non-employee applicants from a list of eligibles

The qualifications of an employee in the Job Bank or on a recall list shall be reviewed to determine whether he/she meets the qualifications for a vacant position. Whether the employee can be trained for a position within a reasonable time (not to exceed three months) shall be considered when determining the qualifications of an employee. If it is determined that the employee does not meet the qualifications for a vacant position,

the employee may appeal to the Director of Human Resources. If it is determined that an employee in the Job Bank is qualified for a vacant position, the employee shall be selected. The appointing authority may appeal the issue of whether the employee is qualified. The dispute shall be presented to and resolved by the Job Bank Steering Committee.

If it is determined that an employee on a recall list is qualified for a vacant position, the employee will be given priority consideration and may be selected. Appeals regarding employees on a recall list and their qualifications for a position will be handled by the Civil Service Commission.

The grievance procedure under the Labor Agreement shall not apply to determinations as to qualifications of the employee for a vacant position.

3. During their assignment to the Job Bank, affected employees will be provided an opportunity to meet with the Employer's Placement Coordinator to discuss such matters as available employment opportunities with the Employer, skills assessments, training and/or retraining opportunities, out-placement assistance and related job transition subjects. Involvement in these activities will be at the discretion of the employee. Further, affected employees will be granted reasonable time off with pay for the purpose of attending approved skills assessment, training and job search activities. Displaced certified temporary employees are eligible for the benefits described in this paragraph. These services shall be provided to the Job Bank employee at no cost to the employee.

III. Layoff, Bumping and Retirement Considerations

1. A "Primary Impact Employee" is an employee who enters the Job Bank due to the elimination of his/her position. A "Secondary Impact Employee" is an employee who enters the Job Bank because he/she may be displaced by a Primary Impact Employee. All affected employees may exercise the displacement, "bumping" and/or layoff rights immediately. A Primary Impact Employee must exercise displacement or bumping rights within forty-five (45) days of entering the Job Bank (or within twenty-two [22] days of entering the Job Bank for an employee entitled to 30-days in the Job Bank). A Primary Impact Employee who exercises his/her displacement or bumping rights within the first thirty (30) days from entering the Job Bank (within the first fifteen [15] days for an employee entitled to 30-days in the Job Bank) shall have 8 hours added to the employee's vacation bank. A Secondary Impact Employee must exercise his/her displacement or bumping rights within seven (7) calendar days of being displaced or bumped. Displacement and bumping rights shall be forfeited unless exercised by the deadlines specified in this paragraph or in the provisions of 2.a *iii*, Lateral Transfers, above. Regardless of when bumping rights are exercised, any change

in the compensation of the employee resulting from the exercise of bumping rights shall not take effect until after the employee's term in the Job Bank would have expired had the employee remained in the Job Bank for the maximum period.

2. If an affected employee is unable to exercise any "bumping" rights, or forfeits their bumping rights, under the Agreement or other authority and has not been placed in another City position, the employee shall be laid off and placed on the appropriate recall list with all rights pursuant to the relevant Labor Agreement provisions, if any, and all applicable Civil Service rules. In addition, they shall be eligible for the benefits described as follows:
   (a) The level of coverage, single or family, shall continue at the level of coverage in effect for the laid off employee as of the date of layoff.
   (b) The health/dental plan that shall be continued shall be the plan in effect for the employees as of the date of layoff.
   (c) The City shall pay one hundred (100) percent of the premiums for the first six (6) months of COBRA continuance at the level of coverage and plan selected by the employee and in effect on the date of the layoff.

   The terms of this provision relating to the continuation of insurance benefits will expire on December 31, 2013. The City Council must take specific action to extend these terms relating to the continuation of insurance benefits if the City Council wants those specific insurance benefits to apply to laid off employees after December 31, 2013.

3. If eligible, affected employees may elect retirement from active employment under the provisions of an applicable pension or retirement plan. In such event, affected employees will be eligible for any available Retirement Incentive that is agreed to by the Parties.

IV. Dispute Resolution. Disputes regarding the application or interpretation of this Agreement are subject to the grievance procedure under the Labor Agreement between the parties, except as specifically provided here. A dispute regarding the application or interpretation of this Agreement that needs to be resolved during an employee's time in the Job Bank may be submitted to the Job Bank Steering Committee. The decision of the Job Bank Steering Committee will be binding on the parties. Submission to the Job Bank Steering Committee shall not preclude the filing of a grievance on the issue. However, the decision of the Steering Committee shall be admissible in an arbitration hearing on such grievance.

The provisions of this *Letter of Agreement* associated with the Job Bank Program shall become effective upon the approval of the Employer's Council and Mayor. The Job Bank procedures outlined herein shall be observed after the negotiated termination date of the Labor Agreement between the Parties, and expire on December 31, 2014.

To the extent that there is any conflict between the terms of this *Letter of Agreement* and the Labor Agreement, the Labor Agreement shall prevail.

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

FOR THE EMPLOYER:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE ASSOCIATION:

_____

Scott Gale Date
Business Agent, Plumbers Local #15

ATTACHMENT "C"

CITY OF MINNEAPOLIS

and

PLUMBERS UNION LOCAL NO. 15
AFL-CIO

LETTER OF AGREEMENT
JOB BANK AND RELATED MATTERS

The above-entitled Parties are signatory to a Labor Agreement which most recently took effect on January 1, 2011. This Letter of Agreement outlines additional agreements reached by the Parties during the course of the collective bargaining which resulted in the making of the Agreement and which the Parties now desire to confirm.

GENERAL PROVISIONS OF THE RETURN TO WORK PROGRAM:

The employee's Return to Work Program provides for the timely return to work of employees injured on the job who have temporary and/or permanent restrictions. This program will assist active employees in finding temporary assignments within their medical restrictions; it is not intended to provide services to temporary employees or sworn employees. Participation in the Return to Work Program is based on a medical release to return to work. Upon receipt of the medical release, the employer shall make every effort to provide appropriate work activity within three (3) working days of the receipt of the medical release.

If there is a question about the employee's medical release, the City's consulting physician shall make the final determination of an employee's ability to return to work. If the employer is unable to offer appropriate work within the employee's limitations, the employer shall provide for the employer's portion of the health care benefit while the employee is in the Return to Work Program. Continuing eligibility in the Return to Work Program is based upon receipt of medical data documenting the employee's functional improvement. In addition, compliance with the Workers' Compensation Statutes, Return to Work Policy, Minneapolis Code of Ordinances §20.860 applicable rules and this Agreement is mandatory. Compliance will be monitored by the Claims Coordinators/a Return to Work Coordinator. Failure to comply with the requirements of this program may result in termination of their participation. Compliance with the program will be determined by the employer.

RETURN TO WORK PROCESS:

Eligibility: Injured, non-sworn, City employees who have been permanently certified or appointed and were injured on the job after June 1, 1995.

RTW – Phase I

When an injured employee receives medical restrictions that prevent return to the preinjury job, the employee is placed in the Return to Work Program. Placement attempts for injured employees shall first be to the employee's existing job, if restrictions permit, then to modified duty assignments within the employee's originating unit, then to modified duty assignments within the employee's originating department. If no modified duty assignment is currently available in the employee's department, placement will take place through a citywide search. The employee will continue to receive his/her pre-injury salary and benefits for the first thirty (30) days after the medical release with restrictions. While so assigned, however, injured employees may be required to perform duties outside of their assigned job classifications and/or they may be required to perform such duties in a different location, as determined by the Employer.

RTW – Phase II

If continued medical restrictions prevent the employee from returning to the preinjury position, the employee shall continue in the Return to Work Program until Maximum Medical Improvement (MMI) and/or permanent restrictions are reached. After the initial thirty (30) days of temporary assignment the employee will be detailed to a job classification that most accurately reflects the duties he/she will be performing. Wage losses attributable to assignment to a modified duty assignment or due to restrictions that reduce time at work will be paid at the temporary partial disability rate, in accordance with the Workers' Compensation Act.

If at any time during this Program the employee does not follow the work restrictions of the physician or refuses a light duty temporary assignment, they will be removed from the program.

RTW – Phase III

JOB BANK PROCESS:

The employer has created a Job Bank component to the Return to Work Program. The purpose of the Return to Work/Job Bank Program is to assist the injured worker in returning to a different job within the City if the employee is unable to perform the duties of the preinjury position as a result of a work injury arising out of and in the course of employment for the City. It is the employer's intention, to the extent feasible under the circumstances, to identify employment opportunities for employees through reassignment, retraining and out-placement support. One of the goals of the Return to Work/Job Bank is to minimize, to the extent possible, the disruption normally associated with work-related injuries and return to work in alternative assignments. Mutual cooperation and participation is necessary in order to accomplish this objective.

1. Eligibility: When the injured employee reaches Maximum Medical Improvement (MMI) and/or permanent restrictions and those restrictions prevent the employee from returning to the preinjury position, he/she shall be afforded the Job Bank Program if one so exists.

2. The services and benefits of the Job Bank will apply to employees injured on the job as long as the employee complies with the Workers' Compensation Statutes, Return to Work Policy, Minneapolis Code of Ordinances §20.860 applicable rules and this Agreement. Employee compliance will be determined by the City. These services and benefits include:

a) 120-day tenure
b) Job interviews/Placement opportunities
c) Skills assessment
d) Training opportunities
e) Job-seeking classes
f) Health insurance continuation, if separated from employment, as provided for in the Minneapolis Code of Ordinances, §20.900.

3. Employees will be offered a temporary light duty assignment consistent with his/her restrictions. If the employee declines the temporary light duty assignment he/she will have the option to use any accrued paid leave and will remain eligible for other Job Bank benefits. If the employee accepts the temporary light duty assignment he/she will receive the preinjury salary while in the Job Bank Program. Such salary will be paid by the Workers' Compensation fund.

4. Any Family Medical Leave for which the employee is eligible will run concurrently with the employee's tenure in the Job Bank and with his/her use of accrued paid leave.

5. The department that the employee came from has the primary responsibility for finding temporary assignments t for the employee while in the Job Bank. The Return to Work Coordinator/Claims Coordinator, and Qualified Rehabilitation Consultant will aid in determining alternate assignments if the original department is unable to identify temporary assignments..

6. If the injured worker has not been placed in a permanent position after one hundred twenty (120) calendar days, he/she will be separated from City service.

7. Failure to participate in a diligent job search or to comply with the requirements of the Workers' Compensation Law during participation in the Return to Work or Job Bank program may result in termination of Job Bank services and benefits.

8. An employee has no further tenure in the Job Bank Program after a formal job offer has been made.

Filling Vacant Positions:

During the time the procedures outlined herein are in effect, position vacancies will be filled based on the employees' qualifications. During their assignment to the Job Bank, injured workers will be provided an opportunity to meet with a City Placement Coordinator to discuss such matters as available employment opportunities with the City, skills assessments, training and/or retraining opportunities, out placement assistance and related job transition subjects. Further, affected employees will be granted reasonable time off with pay for the purpose of attending approved skills assessment training and job search activities.

- **Lateral Transfer.** Employees may request to be transferred to a vacant position in another job classification at the same MCSC grade level provided they meet the minimum qualifications for the position.

- **Seniority Upon Transfer.** In addition to earning job classification seniority in their new title, transferred employees shall continue to accrue job classification seniority in their former title and they shall have the right to return to their former title if the position to which they have transferred is later eliminated as long as the job requirements are consistent with the employee's permanent restrictions. In the event the transfer is to a formerly held job classification, seniority in the new (formerly held) title shall run from the date upon which they were first certified to the former classification.

- **Pay Upon Transfer.** The employee's salary in the new position will be supplemented, if necessary, to comply with the Worker's Compensation Statutes. Lateral transfers shall not affect anniversary dates of employment for pay progression purposes.

- **Probationary Periods.** Employees transferring to a different title will serve a six (6) calendar month probationary period. In the event the probationary period is not satisfactorily completed (either because the involved supervisor has concluded that the employee's performance in the new position is not satisfactory or because the employee is not satisfied with the position), the injured worker shall be returned to a Job Bank assignment for the remaining duration of the one hundred twenty (120) calendar day Job Bank period (or a minimum of thirty (30) calendar days, whichever is greater).

- **Reassignment.** In accordance with the provisions of the Agreement or other applicable authority the injured worker may be transferred to a new position and/or duty location within their job classification at a time determined to be appropriate by the City. Such transfers terminate the injured employee's assignment to the Job Bank.

SEPARATION AND RETIREMENT CONSIDERATIONS:
Where, upon the expiration of an injured employee's one hundred twenty (120) calendar day assignment to the Job Bank, no available or suitable position has been found, the injured employee will be separated from City services.
If eligible, injured employees may elect retirement from active employment under the provisions of an applicable pension or retirement plan.

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

FOR THE EMPLOYER:

_____
Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

_____
Scott Gale Date
Business Representative

_____
Rick Eilers Date
Business Manager