
CITY OF MINNEAPOLIS

and

**MINNESOTA TEAMSTERS
PUBLIC AND LAW ENFORCEMENT
EMPLOYEES' UNION, LOCAL NO. 320**

LABOR AGREEMENT

**EMERGENCY COMMUNICATIONS
CENTER SUPERVISORS**

For the Period:

January 1, 2014 – December 31, 2015

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LABOR AGREEMENT

Between

CITY OF MINNEAPOLIS

and

**MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES' UNION, LOCAL NO. 320
(Emergency Communications Center Supervisors)**

ARTICLE 1

PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Minneapolis, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the Union.

It is the intent and purpose of this Agreement to:

Section 1.01

Establish certain hours, wages and other conditions of employment;

Section 1.02

Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;

Section 1.03

Specify the full and complete understanding of the parties; and

Section 1.04

Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality police support service and protection to the residents of Minneapolis. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 **RECOGNITION**

Section 2.01

The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subd. 14, for police support personnel whose primary job duties include the supervision of 911 public safety communications, except for those who are confidential employees within the meaning of the statutes.

Section 2.02

In the event the Employer and the Union are unable to agree as to the inclusion or exclusion in the bargaining unit of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 **DEFINITIONS**

CITY SENIORITY: Length of continuous employment with the City of Minneapolis beginning the date of the employee's first day of employment.

CLASSIFICATION SENIORITY: Length of continuous employment within a job classification based upon the date the employee began working in that classification on a permanent basis.

COMPENSATORY TIME: Time off the employee's regularly scheduled work schedule, equal to the overtime rate of pay (1.5 hours for every one hour worked).

DEPARTMENT: The City of Minneapolis Emergency Communications Center

DEPARTMENT DIRECTOR: The Director of the Minneapolis Emergency Communications Center.

EMPLOYEE: A member of the exclusively recognized bargaining unit.

EMPLOYER: The City of Minneapolis.

FULL-TIME EMPLOYEE: A permanently certified employee of the City of Minneapolis who has completed the required probationary period and who is normally scheduled to work not less than the normal work year of 2,080 hours.

OVERTIME: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.

PARTIES: The MN Teamsters Public and Law Enforcement Employees' Union, Local # 320 and The City of Minneapolis, collectively.

PART-TIME EMPLOYEE: A permanently certified employee of the City of Minneapolis who has completed the required probationary period and who is normally scheduled to work less than full-time.

PROBATIONARY PERIOD: A period of time not to exceed twelve (12) calendar months from the date of employment, promotion or reassignment subject to the conditions of Article 9, Section 9.2.

UNION: The MN Teamsters Public and Law Enforcement Employees' Union, Local # 320.

UNION MEMBER: A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

UNION OFFICER: Officer elected or appointed by the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

UNION STEWARD: The member of the exclusively recognized bargaining unit who has been selected or appointed by Local 320 to serve as Steward.

WORKDAY: The 24 hour period of time during which a non-exempt employee is regularly scheduled to work, either an eight and one-quarter (8 ¼) or ten (10) hour shift, or an exempt employee is scheduled to work a shift.

WORKWEEK: The 7 calendar day period of time usually beginning on Sunday and ending on Saturday.

ARTICLE 4 **EMPLOYER SECURITY**

The Union agrees that during the life of this Agreement the Union will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5 **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 6 **UNION SECURITY**

Section 6.01 - Fair Share Fees Payroll Deduction

The Employer shall deduct from the wages of employees, who authorize such a deduction in writing, an amount necessary to cover monthly Union dues, or a "fair share" deduction, as provided in Minnesota State Statute Section 179.65, Subd. 2. If the employee elects not to become a member of the Union, such monies shall be remitted as directed by the Union.

Section 6.02 - Union Stewards

The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate. Designated stewards shall be granted reasonable time off, with pay, in order to investigate and/or present grievances to the Employer or engage in non-contract problem solving during their normal working hours. Such stewards shall not leave their work stations without first obtaining 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. In no event will the Employer be responsible for compensating a steward who is performing union services at any time other than their regularly scheduled work hours.

Section 6.03 - Union Communication

The Employer shall make space available on the employee bulletin board for the posting of Union notice(s) and announcement(s).

Section 6.04 - Hold Harmless Clause

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 7 EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

Section 7.01 - Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of employment in this Agreement.

Section 7.02 - Union Representative

The Employer will recognize Union Officers and Union Stewards as the grievance representatives of the bargaining unit having the duties and responsibilities established by the Article. The Union shall notify the Employer, in writing, of the names of such Union Representatives and of their successors when so designated as provided by Section 6.02 of this Agreement.

Section 7.03 - Processing of a Grievance

It is recognized and accepted by the Union and the Employer that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours when practicable. The aggrieved employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and the Union Representative have notified an appropriate representative of the Employer who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 7.04 - Procedure

Grievances, as defined by Section 7.01, shall be resolved in conformance with the following procedure:

Subd. 1. Step One

Should a Union Representative, on behalf of an employee, claim a violation concerning the interpretation or application of this Agreement, they shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance, in writing, to the Department Director and provide an informational copy to the Director of Employee Services. The Department Director will provide a written answer to such Step 1 grievance within twenty-one (21) calendar days after receipt and will also provide an informational copy of the answer to the Director of Employee Services. All grievances shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested. Any grievance not appealed in writing according to the timelines specified herein shall be considered waived.

Subd. 2. Step Two

If appealed, the written grievance shall be presented by the Union to the Director of Employee Services within fourteen (14) calendar days of the date of the Step 1 decision. The Director of Employee Services, at its sole discretion, shall either (1) give the Union their answer in writing within fourteen (14) calendar days after receipt of such Step 2 grievance or (2) conduct a closed hearing on the grievance unless otherwise agreed between the Director of Employee Services and the employee. In the event a hearing is held, the Director of Employee Services shall give the Union their answer in writing within fourteen (14) calendar days after the hearing. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Director of Employee Service's final answer in Step 2. Any grievance not appealed in writing according to the timelines specified herein shall be considered waived.

Subd. 3. Arbitration

Within seventy (70) days of the date of the Step 2 answer, the Union shall have the right to submit the matter to arbitration by informing the Director of Employee Services that the matter is to be arbitrated. Thereafter, both the Union and the Employer shall attempt to have the grievance resolved in a timely manner. When the Union has the burden of production to participate in all necessary actions that result in the matter being scheduled for hearing, any period of inactivity greater than thirty (30) days shall result in the grievance becoming untimely and the Arbitrator may evaluate that inactivity in determining if the grievance should be denied as untimely.

If the matter is to be arbitrated, a single arbitrator shall be selected from the panel of mutually agreed upon arbitrators. The Arbitrator shall be selected on an alphabetical, rotational basis with each Party having the right to exercise one strike. If the arbitrator is stricken, s/he will retain his/her position in the order. Either Party may request an annual review of the panel at which time a new panel may be selected.

Section 7.05 - Time Limits

If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the grievance shall be deemed denied at that step by the Employer. The time limit in each Step may be extended by mutual written agreement of the Employer and the Union in each step.

Section 7.06 - Arbitrator's Authority

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The Arbitrator shall consider and decide only the specific issue(s) submitted and shall have no authority to make a decision on any other issue.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way, the application of laws, rules, or regulations having the force and effect of law. The arbitrator is also prohibited from making any decision that is contrary to public policy. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension or fail to object to the Arbitrator's authority after the expiration of the thirty (30) days. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

The fees and expenses for the Arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 7.07- Election of Remedy

Employees covered by Civil Service Systems created under Chapter 43a, 44, 375, 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 Agreement 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 8 SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Minneapolis. In the event any provision of this Agreement shall be held 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, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 9 SENIORITY

Section 9.01 - Loss of Seniority

Seniority rosters shall be maintained by the Employer. An employee's seniority shall be lost and his/her employment shall be terminated upon the occurrence of any of the following:

- a. S/he quits or retires
- b. S/he is discharged
- c. S/he has been laid off and not actively working for the Employer for a period of three (3) years.

Section 9.02 - Probationary Periods

An employee selected to fill a vacant position shall serve an initial or a promotional probationary period as applicable. All initial hire probationary periods shall be twelve (12) months and all promotional hire probationary periods shall be six (6) months provided that probationary periods may be extended for up to an additional six (6) months upon the written agreement of the Parties. During a probationary period, 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. Temporary service in a position immediately preceding certification to that position, without interruption, shall count towards satisfaction of the probationary period, benefits eligibility (without retroactivity) and pay progression requirements.

Section 9.03 - Layoff and Recall Based on Classification Seniority

A reduction in workforce will be accomplished on the basis of inverse classification seniority after at least two weeks' notice to the employee when practicable. Employees shall be recalled on the basis of classification seniority. An employee on layoff shall have the opportunity to return to work within three (3) years of the time of his/her layoff before any new employee is hired. Notification shall be made by certified mail. Upon receipt of said notice, the employee shall have fourteen (14) days to return to work. The failure to do so shall constitute the waiver of any rights under this Article. No full-time employee will be laid off, or continue a layoff, when any part-time employee is employed in the affected classification.

Section 9.04 - Bumping and Displacement

Full-time employees who are laid off shall have their names placed on a layoff list for their classification. Such employees shall have the right to displace (*bump*) an employee of lesser City seniority who was last hired to the next lower civil service grade in the job series. "Job series" shall include all positions whose primary duties include 9-1-1 public safety communications and the classified supervisors of such positions. If the laid off employee cannot properly displace any employee in the position having the next lower civil service grade in the job series, such laid off employee shall have the right to displace (*bump*) an employee of lesser classification seniority in positions having progressively lower civil service grades in the job series. An employee laid off from a position in the classified service may bump into a position regardless of whether he/she previously served in the position into which he/she is bumping provided,

however, that the bumping employee meets the current minimum qualifications of the claimed position and is qualified to perform the required duties of the position.

In all cases, the person subject to being bumped is the employee having the least City seniority in the civil service grade into which the person exercising bumping rights is moving.

Section 9.05 - Vacation Based on Classification Seniority

Vacation periods shall be selected on the basis of classification seniority.

Section 9.06 - Credit Toward City and Classification Seniority, Pay Progression and Benefit Eligibility

Temporary service in a position immediately preceding certification to that position shall count towards City and Classification seniority, benefit eligibility (without retroactivity), and pay progression requirements provided there has been no interruption as defined in Section 9.01 of this Agreement.

ARTICLE 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. Permits and Details, as used in this section, shall be directly associated with a particular, distinct position. The length of service of a particular temporary employee shall not be constrained by the six (6) consecutive calendar month restriction unless the service is in the same distinct position.

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 and in accordance with the above calculation.

ARTICLE 11 **DISCIPLINE**

Section 11.01

The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

- a. written reprimand;
- b. suspension;
- c. demotion in position and/or pay; or
- d. discharge.

Oral reprimands shall not be subject to the grievance process.

Section 11.02

Suspensions, demotions and discharges will be in written form.

Section 11.03

Employees will receive a written copy of all imposed discipline.

Section 11.04

Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Section 11.05

Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

ARTICLE 12
WORK SCHEDULES

Section 12.01

Non-Exempt Employees - The normal work year is two thousand and eighty (2,080) hours to be accounted for by each employee through:

- a. Hours worked on assigned shifts;
- b. Holidays;
- c. Assigned training;
- d. Authorized paid leave time.

Exempt Employees - The Employer shall establish workdays.

Section 12.02

Holidays and authorized paid leave time is to be calculated on the basis of an eight (8) hour work day.

Section 12.03

Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

ARTICLE 13
SHIFT DIFFERENTIAL PAY

Section 13.01

Effective at the beginning of the first full pay period after April 1, 2014, in addition to their base rates of pay, employees shall be paid forty-seven cents (0.472¢) per hour for all hours worked on any shift which begins between the hours of noon and 1:29 p.m. and one dollar and twelve cents (\$1.1217) per hour for all hours worked on shifts which begin between the hours of 1:30 p.m. and 3:59 a.m. Effective at the beginning of the first full pay period after January 1, 2015, in addition to their base rates of pay, employees shall be paid forty-eight cents (0.4826¢) per hour for all hours worked on any shift which begins between the hours of noon and 1:29 p.m. and one dollar and fourteen cents (\$1.1469) per hour for all hours worked on shifts which begin between the hours of 1:30 p.m. and 3:59 a.m. For employees who work the shift as part of their regularly scheduled hours, the shift differential shall be considered a part of their base wage for purposes of calculating overtime compensation. For employees who regularly work a shift that does not qualify for the shift differential, the shift differential shall be paid for all hours actually worked on a qualifying shift, but shall not be a part of the base wage for overtime.

Section 13.02

Employees who qualify for shift differential due to working a flex time schedule of their own choosing shall not qualify to receive shift differential. There shall be no duplication or pyramiding of the overtime and/or premium rates of pay under the provisions of this Agreement.

ARTICLE 14
HOURS OF WORK AND OVERTIME

Section 14.01 - Work Schedules

Non-Exempt Employees - The normal workday for non-exempt employees shall consist of shifts of eight and one-quarter (8¼) hours or ten (10) hours. The Employer reserves the right to modify the workday configurations after fourteen (14) days advance notice to the Union. The normal work period configuration shall be eighty (80) compensated hours in each bi-weekly pay period. Each full shift shall include lunch and rest periods as provided for in this Agreement. There shall be no split shifts.

Where other workday configurations are adopted by the Employer which deviates from that described above, the number of hours actually worked by affected employees shall, on the average, be equivalent to the number of hours actually worked by employees under the normal workday/work period configuration described above. In no event, however, such as, for example, with respect to shift changes required by shift rotation, shall such equivalent work day/work period configuration require the payment of overtime.

Employees may mutually agree to exchange scheduled work days, shifts or hours of work with the advance approval of their supervisor provided such changes does not result in the payment of overtime.

Subd. 1. Selection of Work Schedules

On an annual basis, employees will indicate their preference for shift schedules based on classification seniority. This bidding process should be done prior to the MECC Operators and

Dispatchers annual bidding process such that employees in those classifications know who their direct supervisory staff will be. To the extent possible, preferences will be honored. However, the Employer reserves the right to assign or reassign shift schedules for good and justifiable cause.

Exempt Employees - The normal work week for all full-time exempt employees covered by this Agreement shall normally consist of forty (40) hours within each seven (7) calendar day period. The provisions of this section are intended to define the work day and work week for payroll calculation purposes only. All payroll calculations shall be based on the employee's annual salary. Nothing in this section or article shall be construed as a limitation upon the Employer's ability to provide municipal service or to schedule its employees consistent with its legitimate needs.

Section 14.02 - Lunch and Rest Periods

Employees shall normally be granted a forty-five (45) minute paid lunch break of which thirty (30) minutes shall be guaranteed duty-free, and two (2), ten (10) minute relief periods during each full shift. In some situations, work demands may preclude the granting of an uninterrupted lunch break or relief period.

ARTICLE 15 **OVERTIME WORK AND PAY**

Section 15.01 - Overtime Work

Employees may be required to work a reasonable amount of overtime as assigned by the Employer. All overtime must be pre-approved by the Employer.

Section 15.02 - Overtime Pay - non-exempt employees

All employees who are *non-exempt* within the meaning of the Federal Fair Labor Standards Act shall be compensated for overtime work in accordance with the following provisions:

Subd. 1. Daily Overtime Rate

All work performed by a non-exempt employee in excess of their regular work shift in any work day shall be compensated at the rate of one and one-half (1½) times their regular hourly rate of pay provided the duration of their scheduled work day is at least eight (8) hours.

Subd. 2. Weekly Overtime Rate

All work performed by non-exempt employees in excess of forty (40) hours in any work week shall be compensated at the rate of one and one-half (1½) times their regular hourly rate of pay. The usage of accrued sick leave, vacation benefit, or holiday shall be considered time worked when performing daily overtime calculations.

Subd. 3. Seventh Day Premium

All work performed by a non-exempt employee on the seventh (7th) consecutive day of work in a work week shall be compensated at two (2) times the employee's regular hourly rate of pay. Employees must receive explicit management approval to work seven consecutive days in a workweek.

Subd. 4. Compensatory Time

Non-exempt employees, with the advance approval of their immediate supervisors, may elect to be compensated for overtime work at the rates specified in this subdivision in compensatory time rather than pay. Employees may accumulate compensatory time to a maximum of one hundred (100) hours. On the payroll period that includes the first day of July and December of each year, the Employer shall automatically calculate and pay fifty percent (50%) of each employee's compensatory time balance between fifty (50) and one hundred (100) hours (e.g., if you have 60 hours of accrued compensatory time you will be paid for 5 hours at your regular rate of pay and the other 55 hours will remain in your compensatory time bank). One hundred percent (100%) of all balances over one hundred (100) hours shall also be paid.

Compensatory time off shall be scheduled and approved in advance in the same manner as vacation leave. Employees and their supervisors shall diligently work together to schedule accumulated compensatory time off when the impact on the Employer's operation will be minimized. The Employer shall not unilaterally assign compensatory time off to employees at times of its own choosing.

Subd. 5. Cancellation

In the event that the employer schedules mandatory overtime to an employee, and then cancels that mandatory overtime with less than eight (8) hours' notice, the employee may choose to work the overtime and be paid, or choose not to work and not be paid.

Section 15.03 - Overtime Pay - Exempt Employees

All employees who are *exempt* within the meaning of the Federal Fair Labor Standards Act shall not be eligible for overtime pay, seventh day premium nor compensatory time.

Section 15.04 - On-Call Pay

The term "on call" is limited to a status in which an employee, though off duty, is required by the Employer to be available and able to respond to inquiries by telephone and/or, if necessary, return to duty. The employee should receive clear advance notice that she/he will be "on call" and any schedule should be reasonable thus respecting the employee's personal life. Employees are entitled to two (2) hours of straight-time pay for each day they are required to be on-call for duty. Actual time worked when called in shall be paid at the prevailing rate in addition to such pay.

Section 15.05 - Court Appearance Pay

Employees who are required to appear in court as a representative of the Employer at times when they are not scheduled to work shall be paid a minimum of four (4) hours' straight-time pay or overtime at the rate of one and one-half (1½) times their straight-time hourly rate of pay for the hours actually worked,

whichever is greater. Such minimum pay guarantees shall not apply when the required work is immediately adjacent to a scheduled work shift.

Section 15.06 - Court Standby Pay

Employees properly authorized and required to standby for a court appearance shall be compensated at the rate of one (1) times the regular hourly rate. Time shall be calculated to the nearest one-half (½) hour.

If standby status is canceled prior to 6:00 p.m. on the day preceding the scheduled standby status, the Employer shall not be obligated to compensate an employee for standby status.

If standby status is canceled after 6:00 p.m. on the day preceding the scheduled standby status, but before 9:00 a.m. on the day of the scheduled standby status, the Employer shall be required to compensate the employee for one (1) hour of standby.

If standby status is canceled after 9:00 a.m. on the day of the scheduled standby status, the Employer shall be required to compensate the employee for the greater of two (2) hours of standby or time actually served on standby status.

Section 15.07 - Mandatory Meeting/Training Minimum Pay Guarantee

Employees who are required by the Employer to attend work related meetings or training on their regularly scheduled off day shall be paid a minimum of four (4) hours' straight-time pay or overtime at the rate of one and one-half (1½) times their straight-time hourly rate of pay for the hours actually worked, whichever is greater. Such minimum pay guarantees shall not apply when the required work is immediately adjacent to a scheduled work shift.

Supervisors who are leaders of committees may designate meetings as mandatory with the express approval of the Employer.

Section 15.08 - Post-Retirement Savings Accounts

The Parties agree to explore the possibility of establishing post-retirement savings accounts in accordance with federal and state tax laws.

ARTICLE 16 **VACATIONS**

Section 16.01 - Vacations With Pay

Employees shall be entitled to vacations with pay in accordance with the provisions of this Article.

Section 16.02 - Eligibility: Full-Time Employees

Vacations with pay shall be granted to permanently certified full-time employees. Vacation time will be determined on the basis of City seniority.

Section 16.03 - Eligibility: Part-Time Employees

Permanent part-time employees 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 16.04 - Vacation Benefit Levels

Effective January 1, 2003 eligible employees shall earn vacations with pay in accordance with the following schedule:

| YEARS OF CITY SERVICE | VACATION DAYS |
|----------------------------------|--------------------------|
| 1 - 4 | 12 |
| 5 - 7 | 15 |
| 8 - 9 | 16 |
| 10 - 15 | 18 |
| 16 - 17 | 21 |
| 18 - 20 | 22 |
| 21 + | 26 |

Section 16.05 - Vacation Accruals and Calculation

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

Subd. 1. Accruals and Maximum Accruals

Vacation benefits shall be calculated on a direct proportion basis for all hours of credited work other than overtime and without regard to the calendar year. Benefits may be cumulative up to and including four hundred (400) hours. Accrued benefits in excess of four hundred (400) hours shall not be recorded and shall be considered lost.

Subd. 2. Negative Accruals Prohibited

Employees shall be authorized to utilize only vacation benefits actually accrued to the date of their return from vacation. Increases in such employee's vacation allowance shall be made at the beginning of the pay period during which they complete the appropriate number of years of continuous service.

Section 16.06 - Vacation Pay Rates

The rate of pay for vacations shall be the rate of pay employees would receive in the classification to which they have been permanently certified, except as provided below.

Subd. 1. Detailed (Working Out of Class) Employees

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 16.07 - Scheduling Vacations

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

ARTICLE 17 **HOLIDAYS**

Section 17.01 - Eligibility and Pay

Subd. 1. Eligibility

Full-time 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 scheduled working day immediately before and at least two (2) hours on the next scheduled working day immediately after such holiday or, such employee is on a paid leave of absence, vacation or sick leave properly granted. Part-time employees who are not required to work on the holiday shall receive pay for the holiday on a pro-rated basis subject to the same conditions above. The holiday hours shall be pro-rated based on the actual number of hours worked in the six (6) months immediately preceding the holiday as compared to the full-time schedule.

Subd. 2. Holiday Credit for Full-time Employees

Full-time employees eligible to receive holiday pay as outlined herein shall be credited with eighty-eight (88) holiday hours. These holiday hours will be scheduled into their total number of off days throughout the calendar year.

Subd. 3. Pay for Holiday Falling on Scheduled Work Days

Full and part-time employees shall be paid at the rate of one and one-half (1½) times their regular rates of pay for all hours worked when a scheduled workday falls on a holiday.

Subd. 4. Pay for Holidays Worked on Off Days or Extended Shifts

Holidays worked on a scheduled off day, or when a shift is extended in excess of the full or part-time employee's normal work shift and is within the eligible holiday hours will be paid at the rate of two and one-half (2½) times the employee's regular, straight time base rate of pay per hour worked.

Section 17.02 - Holidays Defined

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

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

For the purposes of pay, New Year's Day, Independence Day, Veteran's Day, and Christmas Day shall be observed on the actual date of the holiday. All other holidays will be observed on the same dates as observed by other City employees. All full and part-time employees will be paid in accordance with Article 17.01 above, for each hour worked between the starting midnight and the ending midnight of any of the holidays listed above.

Section 17.03 - Religious Holidays

Employees may observe religious holidays on days which do not fall on the employee's off day subject to the approval of the Employer. 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 operation.

ARTICLE 18 **LEAVES OF ABSENCE WITHOUT PAY**

Section 18.01 - Leaves of Absence Without Pay

Leaves of absence without pay may be granted to full-time and part-time employees when authorized by State 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 18.02 - 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 19.4.)

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 or any child that lives in the employee's household, 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.

General - Pursuant to the provisions of the federal *Family and Medical Leave Act of 1993* (as amended) 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:

- a. for purposes associated with the birth or adoption of a child or the placement of a child with the employee for foster care,
- b. when they are unable to perform the functions of their positions because of temporary sickness or disability,
- c. 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 and/or
- d. for a qualifying exigency arising out of the fact that the employee's spouse, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, son, daughter, or parent is on active duty or being called to active duty in support of a contingency operation. The service member must be a member of the National Guard or Military reserves or, under some circumstances, a retired member of the Regular Armed Services.

Leaves of absences of up to twenty six (26) weeks on a one time basis will be granted to eligible employees who request them when they must care for their spouse, son, daughter, or parent, or next of kin who is a covered service member in the Regular Armed Forces, National Guard or Reserves who has incurred a serious injury or illness in the line of duty while on active duty.

Unless an employee elects to use accumulated paid leave benefits while on family and medical leaves, 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.

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. 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 (a) and (c) above.

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.

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.

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.

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 FMLA leave.

Reinstatement - Upon the expiration of family and medical leaves, employees will be returned to an equivalent position within their former job classification.

Section 18.03 - 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 herein. 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 Minnesota 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 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. Employees are eligible for such leaves whether or not they have accumulated vacation benefits available at the time such leaves are requested or taken.

ARTICLE 19 **LEAVES OF ABSENCE WITH PAY**

Section 19.01 - Leaves of Absence With Pay

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

Section 19.02 - 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, stepsister, father-in-law, mother-in-law, grandparent or grandchild or members of employees' households. For purposes of this subdivision, the terms *father-in-law* and *mother-in-law* shall be construed to include the father and mother of an employee's domestic partner.

Subd. 2. Additional Time Off

Additional time off needed for those individuals listed in Subd. 1. above shall be granted as may reasonably be required under individual demonstrated circumstances. While this additional time will be without pay, the employee may use vacation or compensatory time if available.

Time off to attend funeral services for individuals not listed in Subd. 1. above may be granted as may reasonably be required under individual demonstrated circumstances if requested in advance. While this leave will be without pay, the employee may use vacation or compensatory time if available.

Section 19.03 - 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. 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 provision. Such absences shall be charged against accumulated vacation, compensatory time or be without pay.

Section 19.04 - 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.

ARTICLE 20 **SICK LEAVE**

Section 20.01

Full-time employees 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 this Article.

Section 20.02 - Definitions

The term *illness*, where it occurs herein, 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

Full-time 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 not to exceed 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 of Ordinances* Chapter 142, parents, sibling, adult child, grandparent, stepparent, guardian or ward. The utilization of sick leave benefits under the provisions of this provision shall be administered under the same terms as if such benefits were utilized in connection with the employee's own illness or injury. Additional time off without pay, or vacation, if available and requested in advance, shall be granted as may reasonably be required under individual demonstrated circumstances.

Section 20.03 - Eligibility, Accrual and Calculation of Sick Leave

If full-time employees 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 20.04 - 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 20.05 - 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 20.06 - Sick Leave Termination

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

Section 20.07 - 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 20.08 - Employees on Leave of Absence Without Pay

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

Section 20.09 - 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 day and periods of less than one-half (½) day shall be disregarded.

Section 20.10 - Notification Required

Employees shall be required to notify the on-duty supervisor as soon as possible of any occurrence within the scope of this Article which prevents work. Employees shall be required to provide such notification pursuant to applicable department policy but in no event, not later than one (1) hour before the start of the work shift.

ARTICLE 21

ANNUAL SICK LEAVE CREDIT PLAN AND ACCRUED SICK LEAVE RETIREMENT PLAN

Section 21.01 - Annual Sick Leave Credit Plan

Effective as of the date hereof and commencing with regard to sick leave accrued after December 31, 2002, 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 21.02 - Accrued Sick Leave Retirement Plan

Effective as of the date hereof and commencing with regard to sick leave accrued after December 31, 2001, 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 ($\frac{1}{2}$) the daily rate of pay for the position held by the employee on the day of retirement, notwithstanding subsequent retroactive pay increases, for each day of accrued sick leave subject to a minimum of sixty (60) days.
- (d) The amount payable under this Section shall be paid in a lump sum following separation from employment but not more than sixty (60) days after the date of the employee's separation.
- (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 22 **GROUP INSURANCE**

Section 22.01 - Group Health Insurance

Subd. 1. Enrollment and Eligibility

Upon proper application, 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 of the month following

thirty (30) days of employment, provided they are actively employed. Where the employees meet eligibility requirements 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 sign a waiver of coverage under the Employer's available plans. Subsequent coverage eligibility for such employees, if desired, shall be governed by the provisions of the contracts between the Employer and the providers of such coverage.

Subd. 2. Employer and Employee Contributions – Health Insurance

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 (5) 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 22.02 - 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 of the month following thirty (30) days of employment, provided they are actively employed. Where the employees meet eligibility requirements when they 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 above amounts and shall continue to provide arrangements for employees to purchase additional amounts of life insurance.

Section 22.03 - 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 of the month following thirty (30) days of employment, provided they are actively employed. Where the employees meet eligibility requirements when they 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 on a single/family *composite* basis.

Section 22.04 - MinneFlex

Full-time employees shall be provided an opportunity to participate in the City's *MinneFlex* Plan - a qualified plan which provides special tax advantages to employees under *IRS Code* Section 125. The *Plan Document* shall control all questions of eligibility, enrollment, claims and benefits.

Section 22.05 - Long Term Disability Insurance

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 23 **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 24 **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 25 **SAFETY**

Section 25.01 - Mutual Responsibility

It shall be the policy of the Employer to provide for the safety of its employees by providing safe working conditions, safe staffing levels, 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 25.02 - 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 time spent at the examination.

Section 25.03 - Benefits During Workers' Compensation Absences

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

shall continue to accrue sick leave and vacation benefits as if they were actively employed during the first thirty (30) calendar days of the leave. Employees shall be compensated for all work time lost on the day a work-related injury occurs where medical treatment is necessary. 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 25.04 - Drug and Alcohol Testing

Employees 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.

Section 25.05 - Work Place Environment

The Employer and the Union reaffirm their commitment to encourage and maintain a work environment which is hospitable to all employees, managers, and supervisors.

ARTICLE 26 **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 27 **COLLECTIVE BARGAINING**

Section 27.01 - 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.

ARTICLE 28
WAIVER

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement are hereby superseded.

ARTICLE 29
DURATION

This Agreement shall be in effect from January 1, 2014 and shall remain in full force and effect until December 31, 2015, or until a new contract is signed with the exclusive representative, whichever is later. It shall be automatically renewed from year to year thereafter unless either Party notifies the other, in writing, no later than ninety (90) calendar days prior to the expiration of this Agreement that it desires to modify or terminate the Agreement. In the event such notice is given, negotiations shall commence on a mutually agreeable date.

In the event that a successor Agreement has not been agreed upon by the expiration date set forth above, either Party may move to 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.

ATTACHMENT “A”
LETTER OF AGREEMENT
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.

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.**

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.
 - a. 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.
 - b. 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 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.

8. 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 is 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.

9. 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 Civil Service Commission 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 to the Civil Service Commission 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 his/her collective bargaining agreement by contacting the appropriate Union and initiating grievance procedures in lieu of taking an appeal to the Civil Service Commission.

10. 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.).

11. DISTRIBUTION

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

12. 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

**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

Date and Time

ATTACHMENT “B”

CITY OF MINNEAPOLIS

And

MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES UNION
LOCAL #320, AFL-CIO
(9-1-1 Supervisors Unit)

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 first 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, 2015. 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, 2015.

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, 2015.

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 CITY OF MINNEAPOLIS:

FOR THE UNION:

Timothy O. Giles
Director, Employee Services

Date

Craig Johnson
Business Agent

Date

ATTACHMENT "C"

CITY OF MINNEAPOLIS

And

MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES UNION
LOCAL #320, AFL-CIO
(9-1-1 Supervisors Unit)

LETTER OF AGREEMENT

Return to Work/Job Bank Program and Related Matters

The City of Minneapolis and Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, Emergency Communications Center Supervisors Unit (hereinafter referred to as the *Employer* and the *Union*, respectively or the *Parties*, collectively) have entered into a collective bargaining agreement (the *Agreement*) which most recently took effect on January 1, 2014. The Agreement covers the terms and conditions of employment of certain employees of the Employer who are represented for purposes of collective bargaining by the Union. This Letter of Agreement outlines additional agreements between the Parties which were reached during the term 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 assignments 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/Return to Work Coordinators. 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 pre-injury 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 wage 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 pre-injury position, the employee shall continue in the Return to Work Program until Maximum Medical Improvement (MMI) and/or permanent restrictions is reached. After the initial thirty (30) days of a temporary assignment the employee will be detailed to a job classification that most accurately reflects the duties he/she is or will be performing. Wage losses attributable to assignment in 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 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 is to assist the injured worker in returning to a different job within the City if the employee is unable to perform the pre-injury 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 pre-injury 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 light duty assignment consistent with his/her restrictions. If the employee declines the 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 light duty assignment he/she will receive the pre-injury wage while in the Job Bank Program. Such wage 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 a temporary assignment for the employee while in the Job Bank. The Return to Work Coordinator/Claims Coordinator and Qualified Rehabilitation Consultant will aid in determining alternate employment assignments if the original department is unable to identify temporary work.
 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 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 CITY OF MINNEAPOLIS:

FOR THE UNION:

Timothy O. Giles
Director, Employee Services

Date

Craig Johnson
Business Agent

Date

ATTACHMENT "D"

CITY OF MINNEAPOLIS

And

MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES UNION
LOCAL #320, AFL-CIO
(9-1-1 Supervisors Unit)

LETTER OF AGREEMENT 2014 Health Care Insurance

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the 9-1-1 Supervisors Local #320 (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, the Parties desire to provide quality health care at an affordable cost for the protection of employees, which requires a modification to the current Collective Bargaining Agreement as it relates to the funding of Health Care beginning January 1, 2014 and

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows for the period January 1, 2014 through December 31, 2014:

1. The City will offer a medical plan through Medica Insurance Company ("Medica"). Employees can elect to enroll in one of three provider networks. Medica Elect and Medica Essential are managed care models and Medica Choice is an open access model.
2. Medica will continue a dual medical premium system that provides incentives for wellness program participation. The monthly medical premiums for subscribers who complete 2013 wellness program points by August 31, 2013 (the "wellness premiums") will be lower than the premiums for subscribers who do not complete 300 wellness program points by August 31, 2013 (the "standard premiums"). The 2013 wellness program requirements are described the *New and Improved! My Health Rewards by Medica* SM brochure which is attached hereto and incorporated herein as Appendix A.

The "wellness premium" will also apply to all newly enrolled employees who were benefit eligible after July 1, 2013.

3. For the period January 1, 2014 through December 31, 2014, the City will pay \$507.06 per month for employees who elect single coverage under the medical plan.
4. For the period January 1, 2014 through December 31, 2014, the City will pay \$1,369.07 per month for employees who elect family coverage under the medical plan.
5. The City will continue the Health Reimbursement Arrangement ("the Plan") which was established January 1, 2004 to provide reimbursement of eligible health expenses for

participating employees, their spouse and other eligible dependents; and the Voluntary Employees' Beneficiary Association Trust (the "Trust") through which the Plan is funded.

6. The Plan shall be administered by the City or, at the City's discretion, a third party administrator.
7. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the City or, at the City's discretion, from a third party administrator in accordance with the conditions contained in the Plan. Representatives of the City and up to three representatives selected by the Minneapolis Board of Business Agents shall constitute the VEBA Investment Committee which shall meet not less than annually to review the assets and investment options for the Trust.
8. The City shall pay administration fees for Plan members who are current employees and other expenses pursuant to the terms of the Plan. Plan members who have separated from service will be charged an administration fee of \$1.50 per month beginning the January 1st of the calendar year following the year in which they experience a one year break in service.
9. The City will make a contribution to the Plan in the annual amount of \$1,080.00 for employees who elect single coverage and \$2,280.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such City contribution shall be made in monthly installments equal to one-twelfth (1/12) of the designated amount and shall be considered to be contract value in the designated amount.

No later than December 1, 2014, the City shall make an additional, one-time lump sum contributions to the Plan in the amount of \$200.00 for any employee who is enrolled in the medical plan as of January 1, 2014 and who completes certain additional 2014 wellness program activities by August 31, 2014. Additional lump sum contributions to the Plan will be based on the following:

- For an employee who, as of August 31, 2014, has single coverage or has family coverage and has enrolled children only, and not a spouse, the employee must earn more than 300 points under the 2014 wellness program.
- For an employee who, as of August 31, 2014, has family coverage and has enrolled a spouse, the employee's spouse must complete a personal health profile.

In the event of a forfeiture required pursuant to Section 5.5(b) of the Plan, following the death of a member who has no surviving spouse or qualified dependents, the amount forfeited will be divided evenly among the Plan accounts of members of the bargaining unit to which the deceased member last belonged. The amount to be forfeited will be calculated as of the date claims for reimbursement are no longer timely pursuant to terms of the Plan. For purposes of eligibility to receive such forfeited amount, bargaining unit membership will be determined on the date such forfeiture is distributed.

10. Future employee contributions for medical plan and/or Plan contributions will be determined by the Benefits Sub-committee of the Citywide Labor Management Committee; however, absent a subsequent agreement, the City shall bear 82.5% of any generalized

medical premium rate increase and the employees shall bear 17.5% of any generalized medical premium rate increase, as determined by Medica.

11. The Parties agree that, except for City contributions to the Plan or other negotiated payments to a tax-qualified health savings account, incentives, discounts or special payments provided to medical plan members that are not made to reimburse the member or his/her health care provider for health care services covered under the medical plan (e.g. incentives to use health club memberships or take health risk assessments) are not benefits for the purposes of calculating aggregate value of benefits pursuant to Minn. Stat. § 471.6161, Subd. 5.
12. The unions shall continue to be involved with the selection of and negotiations with the medical plan carrier.
13. This agreement does not provide the unions with veto power over the City's decisions.
14. This agreement does not negate the City's obligation to negotiate with the unions as described by Minn. Stat. § 471.6161, Subd. 5.
15. The terms of this agreement shall be incorporated into the Collective Bargaining Agreement as appropriate without additional negotiations.

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

FOR THE CITY OF MINNEAPOLIS:

FOR THE UNION:

Timothy O. Giles
Director, Employee Services

Date

Craig Johnson
Business Agent

Date

CITY OF MINNEAPOLIS

And

**MINNESOTA TEAMSTERS PUBLIC AND LAW
ENFORCEMENT EMPLOYEES UNION
LOCAL #320, AFL-CIO
(9-1-1 Supervisors Unit)**

LETTER OF AGREEMENT
Amending 2012-2013 and 2014 Health Care Insurance

WHEREAS, the City of Minneapolis (hereinafter “Employer”) and 9-1-1 Supervisors Local #320 (hereinafter “Union”) are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, the Parties previously entered into Letters of Agreement for the purposed of providing quality health care at an affordable cost for the protection of employees for the period from January 1, 2012 through December 31, 2013 (the “2012 - 2013 Health LOA” and for the period January 1, 2014 through December 31, 2014 (the “2014 Health LOA”);

WHEREAS, the Employer and the Union have agreed to amend the 2012 - 2013 Health LOA and the 2014 Health LOA to ensure that the City of Minneapolis Health Reimbursement Arrangement (the “Plan”) complies with certain provisions of the Patient Protection and Affordable Care Act.

NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. The second paragraph of Section 9 of the 2012 - 2013 Health LOA shall be amended to read as follows

In the event of a forfeiture required pursuant to 5.8 (a) of the Plan, following the death of a member who has no surviving spouse or qualified dependents, the amount forfeited shall be allocated to reduce future claims administration and Plan administrative expenses paid by the Employer.

2. The third and final paragraph of Section 9 of the 2014 Health LOA shall be amended to read as follows

In the event of a forfeiture required pursuant to 5.8 (a) of the Plan, following the death of a member who has no surviving spouse or qualified dependents, the amount forfeited shall be allocated to reduce future claims administration and Plan administrative expenses paid by the Employer.

FOR THE CITY OF MINNEAPOLIS:

FOR THE UNION:

Timothy O. Giles
Director, Employee Services

Date

Craig Johnson
Business Agent

Date

ATTACHMENT "E"

CITY OF MINNEAPOLIS

And

MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES UNION
LOCAL #320, AFL-CIO
(9-1-1 Supervisors Unit)

LETTER OF AGREEMENT Regular Rate of Pay and Overtime Calculations for City of Minneapolis' Non-exempt Employees

WHEREAS, the labor unions representing non-exempt employees in the City of Minneapolis have demanded for the first time to negotiate terms and conditions of employment associated with overtime eligibility and payment; and

WHEREAS, the labor unions have elected, and the City of Minneapolis (herein after "Employer") has agreed, to handle these negotiations in a coalition format using the Minneapolis Board of Business Agents (herein after "MBBA") (jointly the "Parties") to represent all unions with non-exempt members; and

WHEREAS, the Parties have determined that overtime compensation practices should be clearly articulated with the implementation of the City's Time & Labor system; and

WHEREAS, the Parties share an interest in resolving any current or future conflicts over pay practices with the implementation of the Time & Labor system;

NOW, THEREFORE, the Parties agree that the following terms and conditions for calculating overtime pay shall supersede current contract language and previously observed practices:

1. Compensatory time used will not be included in the calculation of hours worked for the purpose of reaching overtime thresholds;
2. Approved sick , bereavement, jury duty, paid holidays, and accrued vacation leaves from work will be included in the calculation of hours worked for the purpose of reaching daily or weekly overtime thresholds;
3. Employees may replace compensatory time used with accrued vacation time to meet the weekly overtime threshold. An employee may not use this provision to accrue or increase a negative balance of vacation time. This replacement must be done within the payroll period in which the overtime is worked;
4. Hourly premiums, shift differentials, hazard pay, longevity and any other negotiated pay benefits will be included in the calculation of the employee's "regular rate of pay";

5. All eligible paid leave time, as defined in this Letter of Agreement, is eligible for overtime earnings when the total paid hours within a work week exceeds forty (40) hours, regardless of the sequential order of the applied leave;
6. The Employer shall calculate the regular rate of pay for overtime payments in accordance with the U.S. Department of Labor's guidance on the FLSA;
7. "Seventh day worked" means seven consecutive days of actual work (any day where work is performed for 4 hours or more) independent of the Employer's pay periods;
8. The seventh day worked premium rate of pay of two (2) times the employee's regular hourly rate of pay will be paid for all work performed on the seventh consecutive day of actual work, notwithstanding the timing of pay periods or unscheduled shift changes, except where specifically exempted within other negotiated agreements. The extension of a shift into the next pay day shall not be counted as a separate day of work. Use of any paid time off of more than four (4) hours on any work day within the seven consecutive days is disqualifying for the seventh day worked premium, though the employee remains eligible for the regular time and a half overtime premiums if the work exceeds forty (40) hours in any work week.
9. All seventh day worked premium earnings will be paid in cash; no compensatory time earned will be granted in lieu of cash compensation for this premium.
10. The Parties agree that these terms and conditions will be incorporated as appropriate into individual collective bargaining agreements without further negotiations. Failure to execute or incorporate shall mean the minimum standards of the FLSA shall govern the payment of overtime except for previously negotiated terms or conditions.

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

FOR THE CITY OF MINNEAPOLIS:

FOR THE UNION:

Timothy O. Giles
Director, Employee Services

Date

Craig Johnson
Business Agent

Date