C-40138

**CITY OF MINNEAPOLIS**

**And**

**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION**

# LABOR AGREEMENT

## 9-1-1 Unit

**For the Period:**

**January 1, 2014 through December 31, 2016**

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# LABOR AGREEMENT

**Between**

**CITY OF MINNEAPOLIS**

**and**

**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION**

**THIS AGREEMENT** (hereinafter referred to as the ***Labor Agreement*** or the ***Agreement*** is made and has been entered into effective the 1st day of January, 2014 by and between the City of Minneapolis (the ***Employer***) and the Minnesota Public Employees Association (the ***Union***). The Employer and the Union (the ***Parties***) agree to be bound by the following terms and provisions:

## ARTICLE 1
## RECOGNITION AND UNION SECURITY

### Section 1.01 - Recognition and Amendments to Unit

Subd. 1. Recognition

The Employer recognizes the Union as the sole and exclusive certified collective bargaining representative of all employees whose primary job duties include 911 public safety communications, except those who are supervisors and confidential employees within the meaning of the *Minnesota Public Employment Labor Relations Act*, as amended, those who are otherwise excluded by the Act, and all other employees.

Subd. 2. Amendment to Certified Unit

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

**Section 1.02 - Union Dues and Fair Share Fees Check-Off**

Subd. 1. Union Dues Payroll Deductions

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

Subd. 2. Fair Share Fees Payroll Deductions

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

Subd. 3. Time of Deductions

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

Subd. 4. Remittance

The Employer shall remit such membership dues and fair share fees deductions made pursuant to the provisions of this section to the appropriate designated officer of the Union within fifteen (15) calendar days of the date of the deduction along with a list of the names of the employees from whose wages deductions were made and not made.

Subd. 5. General Administration

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

a. All certifications from the Union as to the amounts of deductions to be made as well as notifications by the Union and/or bargaining unit employees as to changes in deductions must be received by the Employer at least fourteen (14) calendar days in advance of the date upon which the deduction is scheduled to be made in order for any change to be effected.

b. The Employer shall, upon the request of the Union, but no more frequently than once each calendar quarter, provide the Union with a report showing the names of those employees in the

bargaining unit along with their classifications and department locations, mailing addresses of record, union code, current rates of pay, and classification/City seniority.

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

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

Subd. 6. Hold Harmless

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

**Section 1.03 - Exclusive Representation**

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

**Section 1.04 - Union Stewards**

The Union may designate certain bargaining unit employees to act as Stewards and shall certify to the Employer, in writing, their names, along with the names of business representatives and/or officers of the Union who shall be authorized by the Union to investigate and present grievances. The Employer agrees to recognize such representatives, subject to the following:

Subd. 1. Number of Stewards

The Union may designate up to six (6) stewards. It shall be the responsibility of the Union to provide coverage to all shifts.

Subd. 2. Activities of Stewards

Designated and certified stewards shall be granted reasonable time off, with pay, in order to investigate and/or present grievances to the Employer or engage in non-contract problem solving during their normal working hours. Such stewards, however, shall not leave their work stations without first obtaining the permission of their immediate supervisor and shall notify their immediate supervisor upon returning to work. The permission of the supervisor shall not be denied without good cause. In the event an employee requests the services of a steward who is not readily available, the Employer shall grant a reasonable amount of time to secure such services. In no event will the Employer be responsible for compensating a steward who is performing services at any time other than their regularly scheduled working hours. When the Parties agree that it is mutually beneficial to have an

officer of the Union participate in the presentation and/or investigation of grievances, such shall also be authorized time off with pay for this purpose. Stewards and other representatives of the Union shall not interfere in any way with the Employer's operation or with the performance of work by its employees. Nothing in this subdivision, however, shall be construed to limit the proper presentation of grievances provided for by this subdivision. . While the City of Minneapolis and the Union recognize that the process may be adversarial, the parties expect that all participants conduct themselves in a professional and respectful manner.

Stewards shall be allowed up to three (3) compensated days off each year to attend Union sponsored training events, so long as minimum staffing levels are maintained. Such training shall be scheduled with the Employer at least thirty (30) days in advance of the event.

Subd. 3. Activities of Union Members

The Employer shall attempt to accommodate employee attendance at Union sponsored events, so long as minimum staffing levels are maintained. Requests for such leave must be made with the Employer at least thirty (30) days in advance of the event. The Employer shall determine whether the employee shall be on compensated time or shall use personal leave to attend the event.

Subd. 4. Activities of Elected Union Delegates

Provided that the Union has scheduled such events at least thirty (30) days in advance with the Employer, elected delegates shall be allowed to attend National and/or State Union conferences but shall use personal leave time.

**Section 1.05 - Visitation**

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

**Section 1.06 - Bulletin Boards**

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

**Section 1.07 - Union Membership**

Employees have the right to join or to refrain from joining the Union. Neither the Employer nor the Union nor any of their respective agents or representatives shall discriminate against or interfere with the rights of employees to become or not become members of the Union, and further there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

The Union shall, in its responsibility as the exclusive representative, represent all bargaining unit employees without discrimination, interference, restraint, or coercion.

## ARTICLE 2
## MANAGEMENT RIGHTS

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

## ARTICLE 3
## NO STRIKE - NO LOCKOUT

### Section 3.01 - No Strike

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

### Section 3.02 - No Lockout

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

### Section 3.03 - Violations by Employees

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

## ARTICLE 4
## EMPLOYEE RECORDS

A copy of any information that the Employer chooses to place in any file kept by a supervisor, department, or the City shall be given to the employee prior to the information being placed in the file. The employee may choose to respond to the information in writing within twenty (20) calendar days of receipt of the information. Such response will be placed in the file along with the original information.

Employees may examine files related to their employment which are kept by the Employer or its representatives related to the employee excluding Internal Affairs Unit files that have not resulted in a sustained complaint at reasonable times and with advance notification under the direct supervision of the Employer. The employee may make copies of any information in the file at a reasonable cost to the employee.

## ARTICLE 5
## SETTLEMENT OF DISPUTES

### Section 5.01 - Grievance Procedure

This grievance procedure has been established to resolve any specific dispute arising between the employee(s) covered by this Agreement and the Employer concerning, and limited to, the proper interpretation or application of the express terms and provisions of this Agreement. Such a dispute shall hereinafter be referred to as a *grievance* which shall be resolved in accordance with the provisions of this article. The Parties agree that this procedure is the sole and exclusive means of resolving all grievances arising under this Agreement. Grievances shall be resolved in the following manner:

Subd. 1. Step 1 (Informal)

Any employee who believes the provisions of this Agreement have been violated may discuss the matter with his/her immediate supervisor as designated by the Employer in an effort to avoid a grievance and/or resolve any dispute. While employees are encouraged to utilize the provisions of this subdivision, nothing herein shall be construed as a limitation upon the employee's Union representative respecting the filing of a grievance at Subd. 2 (Step 2) of the grievance procedure.

Subd. 2. Step 2 (Formal)

If the grievance has not been avoided and/or the dispute resolved by the operation of Step 1 and the Union wishes to file a formal grievance, the employee's Union representative on behalf of the employee, shall file a written grievance which has been signed by the employee with the employee's department head or with his/her designee. The grievance must be filed within twenty-one (21) calendar days of the event which gave rise to the grievance or within twenty-one (21) calendar days of the time the employee reasonably should have knowledge of the occurrence of the event, whichever is later. At the time the grievance is served upon the employee's department head, the Union shall provide the Employer's Human Resources Director or his/her designee with an informational copy thereof.

The department head shall respond in writing to the Union Representative with copies to the employee and the Employer's Human Resources Director or his/her designee within twenty-one (21) calendar days after receipt of the grievance.

Subd. 3. Step 3 (Human Resources)

If the grievance has not been resolved by the department head's response at Step 2 and the Union intends to continue to pursue the grievance, the Union shall, within fourteen (14) calendar days after receipt of the department head's response, refer the grievance to Step 3 by so notifying, in writing, the Employer's Human Resources Director or his/her designee of its intent.

The Employer's Human Resources Director or his/her designee and representatives of the Union shall meet within twenty-one (21) calendar days of the date the Union filed its Step 3 notice in an attempt to resolve the grievance. The Director of Human Resources or his/her designee shall have the full authority of the City Council and the Mayor to resolve the grievance.

Within sixty (60) calendar days of the date of the step three decision, the Union shall have the right to submit the matter to arbitration by informing the Director of Human Resources or his/her designee in writing that the matter is to be arbitrated. Thereafter, the Parties shall attempt to have the grievance resolved in a timely manner. When a party has the burden of production, any period of inactivity greater than thirty (30) days shall result in the matter becoming untimely.

By mutual agreement of the Parties, the grievance may be submitted to the Bureau of Mediation Services for grievance mediation. If the grievance is submitted for mediation, the timelines regarding initiating the arbitration process are waived until the completion of the grievance mediation process. If the grievance remains unresolved after grievance mediation, the Union may initiate the arbitration process within seven (7) calendar days after the date of the mediation session. Notice of the initiation of the arbitration process shall be filed with the Human Resources Director or his/her designee.

**Section 5.02 - Disclosure**

The Parties acknowledge that their ability to resolve grievances under this Agreement is strengthened by their candid discussion of the facts, circumstances and events which gave rise to the grievance. Therefore, each Party shall disclose to the other all known facts and arguments as are relevant to the matter at all steps of the grievance procedure and prior to any arbitration hearing conducted pursuant to the later provisions of this article.

**Section 5.03 - Selection of the Arbitrator**

The Parties shall select the name of the arbitrator from the established panel of eight (8) qualified arbitrators. The arbitrator shall be selected on an alphabetical, rotational basis with each Party having the right to exercise one strike. If an 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. The Arbitrator shall be notified of his/her selection by either or both Parties who shall request that he/she set a time and a place for the arbitration hearing, subject to the availability of the Parties.

The Parties may, by mutual agreement, request that the Arbitrator schedule an expedited hearing to be held within fourteen (14) calendar days of the request and with a decision within fourteen (14) calendar days of the date of the hearing.

**Section 5.04 - Authority of Arbitrator**

The Arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/she shall be limited to only the specific written grievance submitted by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall submit a written decision, opinion and/or award within thirty (30) calendar days, following the close of the hearing or the submission of briefs by the Parties, whichever is later, unless the Parties agree to an extension thereof. The decision, opinion and/or award shall be based solely upon the Arbitrator's interpretation of the meaning or application of the express terms of this Agreement as applied to the facts of the grievance presented. The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the employees it represents.

**Section 5.05 - Arbitration Expenses**

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

**Section 5.06 - Time Limits, Waiver and Automatic Advancement**

The time limits established in this article may be extended by mutual written agreement between the Employer and the Union. If a grievance is not presented within the specified time limits, it shall be considered *waived.* If a grievance is not appealed to the next step within the specified time limits, it shall be considered resolved on the basis of the last answer provided and there shall be no further appeal or review. In the event the Employer does not respond within the specified time limits, the grievance may advance, at the Union's request, to the next step.

**Section 5.07 - Election of Remedy**

Employees covered by civil service systems created under chapter 43A, 44, 375, 387, 419, or 420, or 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 chapter 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 Union on the employee's behalf with the employee's consent the employee may not proceed in the alternative manner.

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

## ARTICLE 6
## EMPLOYEE DISCIPLINE AND DISCHARGE

**Section 6.01 - Just Cause**

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

**Section 6.02 - Progressive Discipline**

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

Subd. 1. Oral Reprimands;

Subd. 2. Written Reprimands;

Subd. 3. Suspension from duty without pay;

Subd. 4. Demotion in position and/or pay or discharge from employment.

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

**Section 6.03 - Discharge Due Process**

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

**Section 6.04 - Appeals**

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

**Section 6.05 - Disciplinary Action Records**

A written record of all disciplinary actions within the meaning of this article shall be provided to the involved employee(s) and may be entered into the employee's personnel record. Investigations into conduct which do not result in disciplinary action, however, shall not be entered into the employee's personnel record. When a disciplinary action more severe than a written reprimand is imposed, the Employer shall notify the employee in writing of the specific reason(s) for such action at the time such action is taken and provide the Union with an informational copy. Oral reprimands shall not be relied upon to form the basis for further disciplinary action after one (1) year following the date of the oral reprimand. Written reprimands shall not be relied upon to form the basis for further disciplinary action after two (2) years following the date of the written reprimand.

**Section 6.06 - Disciplined Employee's Response**

Any employee who is disciplined by written reprimand, suspension, demotion or discharge shall be entitled to have their written response, if any, included in their personnel record with the notice of

discipline. Such written response must be filed with the Employer within twenty (20) calendar days of the employee's receipt of discipline. .

**Section 6.07 - Union Representation**

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

**Section 6.08 – Investigatory Interviews**

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

B. In cases where the Employer believes that providing the pre-statement summary would cause a violation of the Minnesota Government Data Practices Act or cause undue risk of endangering a person, jeopardizing an ongoing criminal investigation or creating civil liability for the Employer, the Employer shall notify the Union of the reasons it believes that the pre- statement summary should not be given.

C. Nothing herein shall preclude the Employer, whether during or subsequent to the taking of a formal statement, from soliciting information which is beyond the scope of the pre-statement summary but which relates to information provided during the taking of the statement and which could form the basis of a disciplinary action.

D. An employee from whom a formal statement is requested is entitled to have a Union representative present during the taking of such statement.

E. For the purpose of this Subdivision, a "formal statement" is a written, recorded or transcribed record, whether in a narrative form or in response to questions, which is requested to be provided by any bargaining unit employee as part of an investigation of alleged acts or omissions by an employee(s) which may result in the imposition of discipline against any employee(s).

## ARTICE 7
## SENIORITY

### Section 7.01 - Seniority Defined

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

Subd. 1. City Seniority Defined

*City seniority* is defined as the length of uninterrupted employment with the Employer and based on the employee's initial certification date. Effective for employee's hired on or after January 1, 1998, *city seniority* is defined as the length of uninterrupted employment with the Employer and based on the date of the employee's first day of employment.

Subd. 2. Classification Seniority Defined

*Classification seniority* is defined as the length of employment within the Department and based on the employee's first date of employment in the bargaining unit.

Subd. 3. Operational Seniority Defined

*Operational seniority* is defined as the length of employment within the bargaining unit. Beginning January 1, 2000, full-time employees will accrue one year of *operational seniority* for each subsequent year of service in the bargaining unit. Beginning January 1, 2000, part-time employees will accrue one-half year of *operational seniority* for each subsequent year of service in the job. *Operational seniority* will be used in the selection of shifts, vacation, and overtime.

Subd. 4. Ties in Seniority

Ties in classification and operational seniority shall be broken by City seniority. Ties in City seniority shall be broken by the impacted employees' final ranking for the job classification the employees currently holds (highest to lowest) based on a combination of all test components as determined by Human Resources.

### Section 7.02 - System Seniority Credit

Upon hiring an applicant who was previously employed by the Minneapolis Library Board, the Minneapolis Board of Education and/or the Minneapolis Park and Recreation Board, the Employer shall grant City and classification seniority credit for all purposes provided such applicant's employment is continuous between such boards and the Employer and to the extent that such boards afford reciprocal recognition of seniority credit to the employees covered by this Agreement.

**Section 7.03 - Loss of Seniority**

Subd. 1. Seniority Interruption

An employee's City, Classification and Operational seniority shall be tolled, e.g. frozen and not subject to accrual, during each unpaid leave of absence greater than a full payroll period. Exceptions to this provision are Budgetary leave, Military leave, Worker's Compensation leave or a family medical leave under the Family Medical Leave Act.

Subd. 2. Seniority Loss

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

a. He/she quits the City or retires and does not rescind such action within five (5) calendar days; an employee will be considered to have quit for classification and operational seniority purposes if he/she accepts a job within the City but outside the Minneapolis Emergency Communications Center and does not return within six months;

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

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

## ARTICLE 8
## FILLING VACANT POSITIONS

**Section 8.01 - General Provisions**

The following provisions respecting the filling of vacant bargaining unit positions shall be applicable in addition to other Employer-promulgated procedures to the extent that such procedures do not conflict with the provisions herein. The provisions herein shall become effective thirty days following ratification and shall be applicable to all Job Postings conducted for the purpose of filling vacant bargaining unit positions.

**Section 8.02 - Job Postings and Applications**

Subd. 1. Job Postings and Qualifications

The Job Posting shall set forth the title, salary, nature of work to be performed, minimum qualifications, the place and manner of making applications and the closing date applications will be received. The minimum qualifications set forth in the Job Posting shall be related to the job duties of the involved position and shall include applicable education, training, experience, skills and abilities required. Such minimum qualifications shall not, however, include artificial and/or irrelevant time-in-grade and/or grade level requirements. The Employer may conduct *open* Job Posting(s) (i.e., one to which both employee and non-employee applicants may apply) and/or *promotional* Job Posting(s) (i.e., one which is restricted to employee applicants only) at its option. The Employer may

advertise an open position internally and externally simultaneously. For purposes of this article, applicants from the Minneapolis Library Board, the Minneapolis Board of Education and the Minneapolis Park and Recreation Board shall be considered non-employee applicants.

Subd. 2. Application for Promotion

Postings for promotional opportunities shall be for at least ten (10) calendar days. All employees may make application for any Job Posting provided they meet the minimum, stated qualifications for the involved position; provided, however, that employees who have failed a promotional probationary period in a classification shall not be permitted to take an examination for promotion to that classification within twelve (12) months of the date of such failure. For those employees who successfully gain a new position with the Employer prior to serving their initial probationary period, issues regarding probation and seniority will be resolved on a case by case basis.

**Section 8.03 - Examination of Qualified Applicants**

Subd. 1. Examination Time

If a Civil Service exam is scheduled during an employee's regularly scheduled tour of duty, the employee shall be granted time off with pay to take the exam. If an employee is scheduled to work the night before the exam, the employee will be given the option of using personal leave time provided that it does not create a "below minimums" staffing situation. If multiple employees want the night off for the testing, then as many people as can be accommodated will be determined and those excused will be determined by lottery from the group of interested parties. Job interviews are equal to exams.

Subd. 2. Testing

All applicants who meet the minimum stated qualification requirements for the Job Posting may be tested. The Employer may, however, at its discretion, limit the number of applicants to be tested on the basis of the applicants' City seniority and on the basis of an objective review of each applicant's relevant education, training, and experience, i.e., an *application review* and/or on the basis of successive testing limitations subject to the following provisions:

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

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

c. If either of the testing limitations described above are to be used, the details of the limitation(s) shall be outlined by the Job Posting referred to in Section 8.02, Subd. 1 of this article.

The Employer may elect to test all or any percentage of the applicants for any given Job Posting on the announced basis.

Subd. 3. Examination Scores

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

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

b. In the event an internal applicant is tested pursuant to an open examination and receives a passing score on the examination, the total examination score shall be that passing score plus 5% of the total test points for the examination.

**Section 8.04 - Requisition Lists**

Subd. 1. Passing Score

Each applicant whose 1) total examination score and 2) test score(s) as defined in Section 8.03, Subd. 3 of this article equals or exceeds seventy (70) points, shall be considered to have passed the examination. There is no *passing score* for the seniority component.

Subd. 2. Requisition Lists and Job Postings

The names of those applicants who have passed an examination shall be placed on a requisition list in descending order of their total examination scores in addition to any Veteran's Preference points, if applicable. In the event two or more eligibles hold identical total examination scores, the order in which their names shall be placed on the requisition list shall be randomly generated by the HRIS system. However, the names of Veterans shall always be placed over the names of non-Veterans who hold identical scores.

Subd. 3. Length of Eligibility

The Staffing Services Division of the Human Resources Department shall inform applicants of the length of their eligibility by stating it on the job posting and/or by letter.

**Section 8.05 - Selection of Certified Eligibles**

The Parties agree to abide by applicable state statutes.

**Section 8.06 - Probationary Periods**

An eligible selected to fill a vacant position shall serve an initial and promotional probationary period as applicable. All initial hire and all promotional probationary periods shall be twelve (12) months provided that probationary periods may be extended for up to an additional six (6) months upon the written agreement of the Parties. An employee may be removed from the position at the discretion of the appointing authority during probation. 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 if such position is available. 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 8.07 - Job Reevaluation and Reclassification**

Subd. 1. Position Audit

When an employee believes their individual position should be audited as a result of gradual changes over a period of time in the kind, responsibility, or difficulty of the work performed in the individual position, the employee may submit a request for audit on a form provided by the Human Resources Department. Requests for study of an employee's individual position may be submitted no more than once per every 24 calendar months unless the Parties agree that substantial changes have occurred in the position justifying the need for a new audit.

If the audit results in a reclassification of the individual position, no vacancy shall be deemed to have been created. Upon reclassification to a position providing a higher maximum salary, the incumbent employee shall be appointed to the reclassified position and the incumbent employee's pay shall be determined in accordance with Section 10.03, Subd. 1 of this Agreement. The effective date of the reclassification for pay and seniority purposes shall be the date upon which the involved employee submitted a properly completed request for reclassification to the Employer's Human Resources Department with a copy to the involved Department Head or Manager. The provisions of this section shall apply only to the incumbent employee who has been permanently certified to the involved position.

Upon reclassification to a position providing a lower maximum salary, the involved incumbent employee may request that the reclassification be considered to be a layoff. If so requested, the provisions of Article 9 (*Layoff and Recall From Layoff*) shall be applied. In the alternative, the involved incumbent employee may elect to remain in the reclassified position and the incumbent employee's pay shall be determined in accordance with Section 10.03, Subd. 3 of this Agreement.

Subd. 2. Class Maintenance Studies

The Employer may initiate class maintenance studies related to a specific class or a group of positions within a department/division as needed to maintain the integrity of the Employer's classification system. The Employer will consider requests by the Union, a Department, or a Division to initiate such studies. The format of these studies may include an informal survey or an in depth study of changes in the kind, responsibility, or difficulty of work performed since the classification was last studied.

If a class or group of positions are reclassified pursuant to a class maintenance study to a class providing a higher maximum salary, no vacancy shall be deemed to have been created. Upon reclassification, the incumbent employees shall be appointed to the reclassified position and the incumbent employees' pay shall be determined in accordance with Section 10.03, Subd. 1 of this Agreement. The effective date of the reclassification for pay purposes shall be January 1st of the calendar year following completion of the study. Incumbent employees shall maintain the classification seniority date of their previous classification as the classification seniority date of the

new classification. The provisions of this section shall apply only to the incumbent employee who has been permanently certified to the involved position.

If a class or group of positions are reclassified pursuant to a maintenance study to a class providing a lower maximum salary, the involved incumbent employees may request that the reclassification be considered to be a layoff. If so requested, the provisions of Article 9 (*Layoff and Recall From Layoff*) shall be applied. In the alternative, the involved incumbent employees may elect to remain in the reclassified position and the incumbent employees' pay shall be determined in accordance with Section 10.03, Subd. 3 of this Agreement.

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

**Section 8.08 - Permits and Details**

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

Permit Employees: Except in a staffing emergency, "permit" employees shall be used only to replace vacated 9-1-1 Operator positions.

Detail Employees: Except in staffing emergency, "detail" employees shall be used only to replace vacated Police/Fire Dispatcher positions.

## ARTICLE 9
## LAYOFF AND RECALL FROM LAYOFF

**Section 9.01 - Layoffs and Bumping**

Whenever any permanent position is to be abolished or it becomes necessary because of lack of funds or lack of work to reduce the number of employees in the classified service in any department, the department head shall immediately report such pending layoffs to the City Coordinator or his/her designated representative. The status of involved employees shall be determined by the following provisions and the involved employees will be notified.

Subd. 1. General Order of Layoff

Layoffs shall be made in the following manner:

a. Permit employees shall be first laid off;

b. Temporary employees (those certified to temporary positions) shall next be laid off;

c. Persons appointed to permanent positions shall then be laid off.

Subd. 2. Layoff Based on Classification Seniority

The employee first laid off shall be the employee who has the least amount of classification seniority in the classification in which reductions are to be made. Provided, however, employees retained must be deemed qualified to perform the required work and employees who possess unique skills or qualifications which would otherwise be denied the Employer may be retained regardless of their relative seniority standing. The temporary release of a *permanent intermittent* employee (i.e., one who is regularly employed on a seasonal, periodic or other recurring basis during the year) shall not be regarded as a *layoff* within the meaning of this article.

Subd. 3. Bumping

Certified employees in the classified service 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 9.02 - Notice of Layoff**

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

**Section 9.03 - Recall from Layoff**

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

**Section 9.04 - Application and Scope**

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

**Section 9.05 - Exceptions**

The following exceptions may be observed:

Subd. 1. Mutual Agreement

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

Subd. 2. Emergency Retention

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

## ARTICLE 10
## WAGES AND PAYROLLS

**Section 10.01 - Classifications and Rates of Pay**

Subd. 1. General

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

Subd. 2. Job Classification System

The Minneapolis Civil Service Commission (*MCSC*) shall administer the Employer's job classification system in accordance with the following criteria:

a. The job classification evaluative process shall be based upon professionally developed standards equally applied to all positions without bias.

b. Job classes shall be established which group positions that have identical or similar primary duties. Within each classification, the nature of the work shall be significantly different from other job classes.

c. Positions shall be classified based upon their job-related contributions and/or assessed value to the City's functions.

d. New positions shall be evaluated and placed into job classes based upon a comparison of the similarity of the assigned duties to other positions in the job class. New positions shall be placed into existing job classes unless the duties or conditions of employment are found to be substantially different from other existing classes in the classified service.

e. The MCSC shall maintain appropriate records relating to classification studies and actions, and shall maintain a written class specification for each job class in the classified service describing typical duties and responsibilities of positions in the job class.

f. The MCSC, in coordination with the City's Affirmative Action Program, shall assign appropriate Federal Job Category (*FJC*) designations to each job class.

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

**Section 10.02 - Pay Progressions**

Subd. 1. Regular Full-Time and Regular Part-Time Employees

All regular full-time and regular part-time employees shall be eligible to be considered for advancement to the next higher step within the pay range for their classification, if applicable, upon the completion of each twelve (12) months of service except as adjusted by Section 10.03 subdivision 1 of this Agreement. Such increases may be withheld or delayed in cases where the employee's job performance has been of a less than satisfactory level in which case the employee shall be notified that the increase is being withheld or delayed and of the specific reasons therefore. All such denials or delays shall be grievable under the provisions of Article 5 of this Agreement. All increases approved pursuant to this section shall be made effective on the first day of the pay period, which includes the date of eligibility.

Subd. 2. Detailed Employees

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 that figure in the new detail classification. When eligible for step advancement on the anniversary date in the permanent classification, the employee's wage will be recalculated, if the increase is not withheld or delayed, based upon their permanent classification. The detail pay will then be based upon the new wage in the permanent classification and in accordance with the above calculation.

**Section 10.03 - Advances and Transfers**

Subd. 1. Pay Upon Advancement

The salary of an employee who is promoted from the position of 9-1-1 Operator to the position of Police/Fire Dispatcher the employee's wage shall be set at the increment which is at least a four percent (4%) increase over the salary last received by such employee in the lower classification and thereafter shall increase in accordance with Section 10.02 of this article. For the calculation purposes of this section, "employees wage" shall include all incremental increases to base wages the employee would have received within four (4) months after the promotion date had the employee not been promoted. The employee's classification seniority date and anniversary date for future increment increases shall be the date the employee first begins working in the new classification.

Subd. 2. Pay Upon Transfer

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

Subd. 3. Pay Upon Voluntary Demotion

The salary of an employee who voluntarily demotes from one classification to another previously held classification which provides for a lower maximum salary, shall be set at the step increment the employee would have been at had they not left the classification. The employee's classification seniority date and anniversary date for further salary step increments shall be set as if the employee had never left the classification. The salary of an employee who voluntarily demotes from one classification to another classification in the job series which he/she has never held and which provides for a lower maximum salary shall be set at the same step increment as the previously held position. The employee's classification seniority date shall be set at the date the employee began working in the previously held position. The employee's anniversary date for future step increment adjustments shall remain as in the previously held classification. Thereafter, the employee's wages shall increase in accordance with Section 10.02 of this article. The provisions of this subdivision shall also be applicable whenever an employee is reclassified pursuant to Section 8.07, Subd. 1 of this Agreement and elects to remain in the reclassified position.

Subd. 4 Pay Upon Disciplinary Demotion

The salary of an employee who is demoted for disciplinary reasons from one classification to another which provides for a lower maximum salary shall be set at the same increment as in the previous classification. The employee's classification seniority date and anniversary date for future increment adjustments shall be the date the employee begins working in the new classification. Thereafter, the employee shall increase in accordance with Section 10.02 of this article.

**Section 10.04 - Payrolls and Paydays**

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

**Section 10.05 - Benefits Calculations and Accruals**

For purposes of benefit plan administration, all compensated hours (exclusive of overtime hours and workers' compensation, unemployment compensation or similar insured compensation payments, except as modified by Section 21.03) shall be considered *hours worked* for all benefit accruals provided for by this Agreement. Benefit accruals shall be based upon a proportionate number of straight time compensated hours only.

**Section 10.06 - Shift Differential Pay**

In addition to their base rates of pay, employees shall be paid forty five cents ($0.4527) per hour increased by the across the board increase received by the unit each year, if any, for all hours worked on any shift which begins between the hours of 10:15 a.m. and 2:29 p.m. and for employees working 12 hour shifts for all hours worked between the hours of 2:30 p.m. and 6:30 p.m. Employees shall be paid one dollar and seven cents ($1.0755) per hour increased by the across the board increase received by the unit each year , if any, for all hours worked on any shift which begins between the hours of 2:30 p.m. and 3:45 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 during any shift that qualified for a shift differential pursuant to this section, but shall not be a part of the base wage for overtime.

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.

## ARTICE 11
## HOURS OF WORK AND OVERTIME

**Section 11.01 – Work Day and Work Week Defined**

Subd. 1. Normal Work Day and Work Period Configuration

The normal workday configuration for all employees covered by this Agreement shall consist of shifts of eight hours, eight and one-quarter (8 ¼) hours, ten (10) hours, or twelve (12) hours each. The normal work period configuration shall be eighty (80) compensated hours in each bi-weekly pay period. Each full shift as defined herein shall include lunch and rest periods as provided for in Subd. 2 of this section. There shall be no split shifts.

Where other workday configurations are adopted by the Employer which deviate 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.

Subd. 2. 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 as defined by Subd. 1 of this section at times designated by the Employer. Individuals who work ten (10) hour days are entitled to an additional five (5) minute relief period per day. Individuals who work twelve (12) hour days are entitled to an additional ten (10) minute relief period per day. In some situations, work demands may preclude the granting of an uninterrupted lunch break or relief period.

**Section 11.02 - Work Schedules**

Subd. 1. Scheduling

Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Employer in conjunction with a shift scheduling labor management team.

Subd 2. Posting

a. On an annual basis, a schedule will be posted for the upcoming calendar year which includes all shift schedule lines including indication of days off for each line, starting and ending time for each shift line, and the shift supervisor and assistant supervisor who will be assigned to each shift during the upcoming calendar year. Full-time employees on active payroll status or FMLA at the time of the selection process will indicate their preference on shift schedule lines based on operational seniority. To the maximum extent possible, preferences will be honored. Full-time employees on an unpaid payroll status (excluding FMLA and an unpaid status of less than a payroll period) at the time of the selection process will be placed in an available vacancy upon their return to active payroll status. Vacancies that occur once the annual assignments are completed may be posted and bid for on at least a quarterly basis. The most senior employee based on operational seniority and organizational needs shall be awarded the schedule. In the event there is no volunteer to fill the job, the Employer may fill the vacancy using inverse operational seniority.

b. Monthly schedules will be posted no later than the 15th day of the month prior to the effective day of the schedule. Such work schedules, once posted, will only be modified when necessitated by unscheduled employee absences, unscheduled changes in work load or emergency conditions.

Chronic staffing shortages in and of themselves do not constitute an emergency condition. However, if the department experiences chronic staffing shortages coupled with unscheduled employee absences and unscheduled changes in workload, it may necessitate modifying an employee's schedule with less than 14 calendar days' notice.

Subd. 3. Departures from Normal Established Work Week

In the event the employee work schedules are to be changed from the established work week to a new and different work week, the Employer shall meet with the Union at least fourteen (14) calendar days in advance of the scheduled change. Unless the Parties agree to the contrary, such changed work schedules of the work unit shall be assigned on a voluntary basis from employees within the work unit.

Provided, however, the Employer reserves the right to fill such changed schedules by inverse classification seniority if the number of volunteers is insufficient. Employees who work these new schedules shall receive the same number of days off per calendar year as those employees covered by this Agreement who work normal schedules.

Subd. 4. Exchanges

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. 5. Job Sharing

Should the Employer intend to institute or expand job sharing it shall first meet and confer on any of the above-mentioned items with the Union.

**Section 11.03 - Overtime Work and Pay**

Subd. 1. Overtime Work

Employees may be required to work a reasonable amount of overtime as assigned by the Employer. It shall be noted, however, that hours worked as part of a voluntary work duty trade shall not count as hours worked for the purposes of calculating overtime eligibility.

Subd. 2. 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:

a. 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. The usage of accrued sick leave, vacation benefit, or holiday shall be considered time worked when performing daily overtime calculations.

b. 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.

c. Seventh Day Premium. All work performed by a non-exempt employee on the seventh (7th) consecutive day of work shall be compensated at two (2) times the employee's regular hourly rate of pay. The usage of accrued sick leave, vacation benefit, or holiday shall be considered time worked when determining eligibility for seventh day premium.

d. 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. Compensatory time off shall be scheduled and approved in advance in the same manner as incidental 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. 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.

Subd. 3. 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 shift they are required to be on-call for duty. Actual time worked when called in shall be paid at one and one-half (1½) times in addition to such pay.

Subd. 4. Court Appearance and Mandatory Meeting Pay

Employees who are required to appear in court as a representative of the Employer or who are required to attend work related meetings or classes 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 schedule work shift.

Subd. 5. 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 (1/2) 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 11.04 - Inclement Weather**

The Employer may temporarily suspend all or a portion of its normal operation in response to inclement weather or other emergency conditions. Official closure announcements shall be made by the Employer through internal means and, where appropriate or necessary, be broadcast by WCCO-

AM radio (830 kHz) and/or other suitable public media. Employees shall be permitted to draw upon accumulated vacation or sick leave benefits or accumulated compensatory time, at their option, to the full extent of the lost compensation due to such closures.

**Section 11.05 Staffing Emergencies**

A "staffing emergency" shall be declared by the Director of the Minneapolis Emergency Communications Center with written notice and explanation provided to the Union. Factors which may be considered in determining if a staffing emergency exists include chronic staffing shortages coupled with other employee absences and/or significant changes in workload. At the request of the Union, the Director shall discuss any "staffing emergency" with the Union. The Union shall be provided the opportunity to suggest alternative solutions. However, nothing in this section shall be interpreted to abridge the Employer's right to ensure adequate and appropriate staffing or staffing levels.

## ARTICLE 12
## VACATIONS

**Section 12.01 - Vacations With Pay**

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

**Section 12.02 - Eligibility: Full-Time Employees**

Permanent full-time employees will begin to accrue vacation on their first day of employment but may request and may be granted vacation with pay only upon completion of six (6) months or more of service with the Employer. Vacation time will be determined on the basis of continuous years of service, including time in an unclassified position immediately preceding appointment or reappointment to a classified position. For purposes of this article, *continuous years of service* shall be determined in accordance with the following:

Subd. 1. Credit During Authorized Leaves of Absence

Time on authorized leave of absence without pay, except to serve in an unclassified position, shall not be credited toward years of service, but neither shall it be considered to interrupt the periods of employment before and after leave of absence, provided an employee has accepted employment to the first available position upon expiration of the authorized leave of absence.

Subd. 2. Credit During Involuntary Layoffs

Employees who have been involuntarily laid off shall be considered to have been continuously employed if they accept employment to the first available position. Any absence of twelve (12) consecutive months will not be counted toward years of service for vacation entitlement.

Subd. 3. Credit During Periods on Disability Pension

Upon return to work, employees shall be credited for time served on workers' compensation (those returning to active employment after January 1, 1995) or disability pension as the result of disability incurred on the job. Such time shall be used for the purpose of determining the amount of vacation to which they are entitled each year thereafter.

Subd. 4. Credit During Military Leaves of Absence

Employees returning from approved military leaves of absence shall be entitled to vacation credit as provided in applicable Minnesota statutes.

**Section 12.03 - Eligibility: Part-Time Employees**

Permanent part-time employees who work one-half (1/2) time or more will begin to accrue vacation on their first day of employment in direct proportion to the hours actually worked but may request and may be granted vacation with pay only upon completion of six (6) months or more of service with the Employer. 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 12.04 - Vacation Benefit Levels**

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

| 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 |

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

**Section 12.05 - 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 12.06 - Vacation Pay Rates**

Subd. 1. Normal

The rate of pay for vacations shall be the rate of pay employees would receive had they been working at the position to which they have been permanently certified, except as provided in Subd. 2, below.

Subd. 2. Detailed (Working Out of Class) Employees

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

**Section 12.07 - Scheduling Vacations**

Vacations are to be scheduled in advance and taken at such reasonable times as approved by the employee's department with particular regard to the needs of the Employer, seniority of employee, and, insofar as practicable, with regard to the wishes of the employee. The Employer shall make reasonable and practical efforts to allow employees the opportunity to use annual vacation accrued in the year during which it is accrued.

Scheduling of vacation, except for incidental time off, shall occur in conjunction with the shift/line selection process. No employee shall be required to select vacation preferences prior to the selection of shifts and/or lines. In all cases, all full-time employees shall have an opportunity to select vacation preferences prior to providing an opportunity to any part-time employee.

No vacation shall be assigned by the Employer or deducted from the employee's account as disciplinary action. However, to facilitate scheduling the employer may assign vacation to part-time employees.

**Section 12.08-- Vacation Payout at time of Separation of Employment**

At the time a bargaining unit member is separated from employment with the City for any reason all remaining accrued vacation shall be paid to the employee. The rate of pay for vacation payouts shall be the rate of pay employees would receive had they been working at the position to which they have been permanently certified. Every effort shall be made to make such payment within thirty (30) calendar days of the last day of employment.

# ARTICLE 13
# HOLIDAYS

## Section 13.01 - Holidays With Pay

Permanent employees in the classified service shall be entitled to holidays with pay in accordance with the provisions of this article.

## Section 13.02 - Eligibility and Pay

Subd. 1. Eligibility

Permanent employees who are not required to work on a day recognized by this Agreement as a holiday shall be entitled to holiday pay provided such employee has worked at least two (2) hours on the last 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.

Subd. 2. Holiday Credit for Full-time Employees

Employees eligible to receive holiday pay as outlined in this article 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. Holiday Pay for Part-time Employees

Employees who regularly work less than forty (40) hours per week shall be paid for the holiday in the pay period during which the holiday occurs based on pro-rated hours in relation to the full-time schedule. 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. 4. Pay for Holiday Falling on Scheduled Work Days

Full and part-time employees shall be paid at the rate of one and one-half (1 ½) times their regular rates of pay for all hours worked when a scheduled workday falls on a holiday.

Subd. 5 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 employees normal work shift and is within the eligible holiday hours will be paid at the rate of two and one-half (2 ½) times the employee's regular, straight time base rate of pay per hour worked.

**Section 13.03 - Holidays Defined**

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

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous People's Day (Columbus 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 Section 13.02, Subd. 4 and 5 for each hour worked between the starting midnight and the ending midnight of any of the holidays listed above.

**Section 13.04 - 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 14
## LEAVES OF ABSENCE WITHOUT PAY

**Section 14.01 - Leaves of Absence Without Pay**

Leaves of absence without pay may be granted to permanent 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 14.02 - 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 15, Section 15.04 of this Agreement.)

Subd 2. Appointive and Elective Office Leave

Leaves of absence without pay to serve in an appointive-unclassified City position or as a Minnesota State legislator or full-time elective officer in a city or county of Minnesota shall be granted pursuant to applicable Minnesota statutes.

Subd 3. Union Leave

Leaves of absence without pay to serve in an elective or appointive position in the Union shall be granted pursuant to applicable Minnesota statutes.

Subd. 4. School Conference and Activities Leave

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

Subd. 5. Family and Medical Leaves

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

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

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

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

iv. for any qualifying exigency arising out of the fact that the employee's spouse, registered domestic partner, son, daughter, or parent is a covered military

member on active duty or has been notified of an impending call or order to active duty in support of a contingency operation as either a member of the National Guard or Military Reserves or a retired member of the regular armed forces or reserves.

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

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

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

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

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

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

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

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

g. Reinstatement - Upon the expiration of family and medical leaves, employees will be returned to an equivalent position within their former job classification. Additional leaves of absence without pay described elsewhere in this Agreement may be granted by the Employer within its reasonable discretion, but reinstatement after any additional leave of absence without pay which may have been granted by the Employer in conjunction with family and medical leaves, is subject to the limitations set forth in Section 14.03 (*Leaves of Absence Governed by this Agreement*) of the Agreement.

**Section 14.03 - Leaves of Absence Governed by this Agreement**

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

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

Subd. 2. To serve in an unclassified City position not covered by 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 15
## LEAVES OF ABSENCE WITH PAY

**Section 15.01 - Leaves of Absence With Pay**

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

## Section 15.02 - Bereavement 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 in conjunction with the death or funeral of an employee's parent, stepparent, spouse, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, child, stepchild, brother, sister, brother-in-law, sister-in-law, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild, great-grandparent, great-grandchild or members of employees' households. Bereavement Leave may be used intermittently; however, the three (3) working days must be used within five (5) working days from the time of death or funeral unless an extension is required for individually demonstrated circumstances. For purposes of this subdivision, the terms *father-in-law* and *mother-in-law* shall be construed to include the father and mother of an employee's domestic partner.

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

For the purposes of this Section, "working day" shall refer to the number of hours an employee would be regularly scheduled to work on the day that bereavement leave is used.

Subd. 2. Additional Time Off

Time off to attend services for individuals not listed in Subd. 1 may be granted as may reasonably be required under individual demonstrated circumstances if requested in advance. The employee may use vacation or compensatory time if available.

The granting or withholding of leave under this subdivision shall not be subject to the grievance procedure but may be immediately appealed to a panel consisting of one employee in the same job classification, one union steward or other employee if a steward is not available, a supervisor, and a manager.

## Section 15.03 - Jury Duty and Court Witness Leave

After due notice to the Employer, employees subpoenaed to serve as a witness or called for jury duty, shall be paid their regular compensation at their current base rate of pay for the period the court duty requires their absence from work duty, plus any expenses paid by the court. Such employees, so compensated, shall not be eligible to retain jury duty pay or witness fees and shall turn any such pay or fees received over to the Employer. If an employee is excused from jury duty prior to the end of the normal workday, he/she shall return to work if reasonably practicable or make arrangements for a leave. 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, witness, or defendant, shall not qualify for leave under this section. All absences pursuant to this section shall be charged against accumulated vacation, compensatory time or be without pay.

**Section 15.04 - Military Leave**

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

**Section 15.05 - Olympic Competition Leave**

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

**Section 15.06 - Return from Leaves of Absence With Pay**

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

**Section 15.07 - Bone Marrow Donor Leave**

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

## ARTICLE 16
## SICK LEAVE

**Section 16.01 - Sick Leave**

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

**Section 16.02 - Definitions**

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

Subd. 1. Ocular and Dental

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

Subd. 2. Chemical Dependency

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

Subd. 3. Chiropractic and Podiatrist Care

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

Subd. 4. Illness or Injury in the Immediate Family

Employees may utilize accumulated sick leave benefits for reasonable periods of time when their absence from work is made necessary by the illness or injury of their dependent child ("child" shall include the employee's biological, step, adopted, or foster child under 18 years of age, or under 20 years of age if still attending secondary school), and 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, parents-in-law, sibling, adult child, grandchild, grandparent, stepparent, guardian or ward. The utilization of sick leave benefits under the provisions of this subparagraph shall be administered under the same terms as if such benefits were utilized in connection with the employee's own illness or injury. Additional time off without pay, or vacation, if available and requested in advance, shall be granted as may reasonably be required under individual demonstrated circumstances. Nothing in this subdivision limits the rights of employees under the provisions of Section 14.02, Subd. 5 (*Family and Medical Leaves*) of this Agreement.

**Section 16.03 - Eligibility, Accrual and Calculation of Sick Leave**

If employees who regularly work more than half time per week, are absent due to illness, such absences shall be charged against their accumulated accrual of sick leave. Sick leave pay benefits shall be accrued by eligible employees at the rate of one (1) day per calendar month worked and shall be calculated on a direct proportion basis for all hours of credited work time other than overtime.

**Section 16.04 - Sick Leave - Usage**

All earned sick leave shall be credited to the employee's sick leave *bank* for use as needed. Twelve (12) days of medically unverified sick leave may be allowed each calendar year. However, the Employer may require medical verification in cases of suspected fraudulent sick leave claims including where the employee's use of sick leave appears systematic or patterned. Five (5) or more consecutive days of sick leave shall require an appropriate health care provider in attendance and verification of

such attendance. The term *in attendance* shall include telephonically prescribed courses of treatment by a physician which are confirmed by a prescription or a written statement issued by the physician.

**Section 16.05 - 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 16.06 - 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 16.07 - 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 16.08 - 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 16.09 - Notification Required**

Employees shall be required to notify their immediate supervisor as soon as possible of any occurrence within the scope of this Article which prevents work. Employees shall be required to provide such notification no later than one (1) hour before the start of the work shift.

## ARTICLE 17
## ANNUAL SICK LEAVE CREDIT PLAN AND ACCRUED SICK LEAVE RETIREMENT PLAN

### Section 17.01 – Annual Sick Leave Credit Plan

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

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

(b) Election. On or before December 10 of each year, the Employer shall provide to each Eligible Employee a written election form on which the Eligible Employee may elect whether he/she wants to receive cash payment for all or any portion of his/her sick leave that is 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 17.02 – Accrued Sick Leave Retirement Plan**

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

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

i. have separated from service; and

ii. as of the date of retirement had accrued sick leave credit of no less than sixty (60) days; and

iii. as of the date of retirement had:

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

2. who have reached sixty years of age, or

3. who are required to retire early because of either disability or having reached mandatory retirement age.

(b) When an employee having no less than sixty (60) days of accrued sick leave dies prior to retirement, he/she shall be deemed to have retired because of disability at the time of death, and payment for his/her accrued sick leave shall be paid to the designated beneficiary as provided in this Section.

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

(d) Effective April 14, 2003 and thereafter, 100% of the amount payable under this Section shall be deposited into the Health Care Savings Account (MSRS). This deposit shall occur within thirty (30) days of the date of retirement.

(e) If an employee entitled to payment under this Section dies prior to receiving the full amount of such benefit, the payment shall be made to the beneficiary entitled to the proceeds of his or her Minneapolis group life insurance policy or to the employee's estate if no beneficiary is listed.

## ARTICLE 18
## GROUP INSURANCE

### Section 18.01 - Group Health Insurance

Subd. 1. Enrollment and Eligibility

Upon proper application, permanently certified full-time and certified part-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 as a certified employee, 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 medical 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. For the purposes of this article permanently certified full-time employees shall be defined as those assigned to a 0.8 FTE or greater permanent position. FTE or full-time equivalency refers to the relationship between the number of work hours assigned to a position and a full-time (forty hour per week) position. For a .50 to .79 employee, the City will pay 50% of the City contribution.

Subd. 2. Employer and Employee Contributions – Health Insurance

Health Care contributions are pursuant to the Letter of Agreement, which is attached to this Collective Bargaining Agreement.

Subd. 3. Participation in Negotiating Health Care Costs

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

**Section 18.02 - 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 18.03 - 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 18.04 - MinneFlex**

Employees who have established enrollment eligibility under the provisions of Section 18.01, Subd. 1 of this article, shall be provided an opportunity to participate in the City's *MinneFlex* Plan - a qualified plan which provides special tax advantages to employees under *IRS Code* Section 125. The *Plan Document* shall control all questions of eligibility, enrollment, claims and benefits.

**Section 18.05 – Long Term Disability Insurance**

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

## ARTICE 19
## 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 20
## 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 21
## SAFETY

### Section 21.01 - 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. It shall also be the policy of the Employer to provide for consistency in staffing levels with particular regard to departmental workloads and the legitimate business needs of the employer. 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 21.02 - 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 21.03 - 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 21.04 - Drug and Alcohol Testing

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

**Section 21.05 – 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. This commitment includes recognition that the parties must work together to address the problems of harassment and hostility in the workplace by and among employees, supervisors, and managers. The Employer and the Union agree to continue to work together to develop a policy that includes procedures and training that will enhance efforts to prevent harassment and hostility in the workplace. It shall continue to be the responsibility of the Employer to insure timely and thorough investigation of all claims of harassment and hostility and to take appropriate action to help address such claims. The parties shall encourage the use of an established alternative dispute resolution (ADR) system to resolve non-grievable issues related to work place environment.

**Section 21.06 Experimental Program Review Committee**

Either the Employer or MnPEA may submit a proposal of an experimental or pilot program to the LMC. If the proposed program is deemed a viable option by the LMC it will be submitted to the EPRC.

The Employer and the Union shall each appoint two (2) representatives to the Experimental Program Review Committee (EPRC). The purpose of the Committee is to review experimental programs that, if implemented, may require modifications to the terms and conditions of employment contained in this Agreement.

The Committee shall review the program for merit and the impact the Agreement may have on the ability to implement the program. The Committee shall develop its own rules and criteria for proposal evaluation. The Committee shall recommend to the Employer and the Union those terms and conditions that need to be modified and propose language that will accomplish the modification.

The Committee shall not have any authority to modify existing terms and conditions contained in this Agreement. Neither shall the Committee have any authority to authorize program implementation.

The Parties shall make all decisions relative to any modifications to existing terms and conditions of employment contained in this Agreement.

## ARTICLE 22
## LABOR-MANAGEMENT COMMITTEE

The Employer and the Union agree to form and implement a Labor Management Committee (LMC). The LMC will consist of four representatives appointed by the Employer and four representatives appointed by the Union. The Division Director shall serve on the committee.

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

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

The LMC shall meet regularly, but no less than once a month, develop its own agenda, and be alternately chaired by representatives of the Parties. To the extent feasible, Committee meetings shall vary among the various shifts, and it shall have a standing Health and Safety Sub-committee. Committee members attending meetings at other than their regularly scheduled work time shall be compensated at a straight-time rate for actual time spent in Committee meetings.

## ARTICE 23
## SUBCONTRACTING AND PRIVATIZATION

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

## ARTICLE 24
## COLLECTIVE BARGAINING

### Section 24.01 - Entire Agreement

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

### Section 24.02 - Separability and Savings

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

## ARTICLE 25
## TERM OF AGREEMENT

### Section 25.01 - Term of Agreement and Renewal

The provisions of this Agreement shall become effective on January 1, 2014, and shall remain in full force and effect through December 31, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify 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.

### Section 25.02 - Post-Expiration Life of Agreement

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

### Section 25.03 - Termination

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

## SIGNATORY PAGE

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

**FOR THE CITY:**

10/28/15

Timothy Giles — Date
Director, Employee Services

**FOR THE UNION:**

7-31-15

Tom Perkins — Date
Vice President

**APPROVED AS TO FORM:**

10/28/15

Assistant City Attorney — Date
For City Attorney

**CITY OF MINNEAPOLIS:**

10.28.15

Spencer Cronk — Date
City Coordinator

**COUNTERSIGNED:**

11/17/15

Finance Officer — Date

## ATTACHMENT "A"

## LETTER OF AGREEMENT
## Reasonable Suspicion Drug Alcohol Testing

1. **PURPOSE STATEMENT** - Abuse of drugs and alcohol is a nationwide problem. It affects persons of every age, race, sex and ethnic group. It poses risks to the health and safety of employees of the City of Minneapolis and to the public. To reduce those risks, the City has adopted this LOA concerning drugs and alcohol in the workplace. This LOA establishes standards concerning drugs and alcohol which all employees must meet and it establishes a testing procedure to ensure that those standards are met.

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

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

2. **WORK RULES**

   A. No employee shall be under the influence of any drug or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery, or equipment, except pursuant to a legitimate medical reason or when approved by the Employer as a proper law enforcement activity.

   B. No employee shall use, possess, sell or transfer drugs, alcohol or drug paraphernalia while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery or equipment, except pursuant to a legitimate medical reason, as determined by the Medical Review Officer, or when approved by the Employer as a proper law enforcement activity.

   C. No employee, while on duty, shall engage or attempt to engage or conspire to engage in conduct which would violate any law or ordinance concerning drugs or alcohol, regardless of whether a criminal conviction results from the conduct.

   D. As a condition of employment, no employee shall engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the Employer's workplace.

   E. As a condition of employment, every employee must notify the Employer of any criminal drug statute conviction no later than five (5) days after such conviction.

   F. Any employee who receives a criminal drug statute conviction, if not discharged from employment, must within thirty (30) days satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

   G. The Employer shall notify the granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.

## 3. PERSONS SUBJECT TO TESTING

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

## 4. CIRCUMSTANCES FOR DRUG OR ALCOHOL TESTING

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

1. Is under the influence of drugs or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery, or equipment; or

2. Has used, possessed, sold, purchased or transferred drugs, alcohol or drug paraphernalia while the employee was working or while the employee was on the Employer's premises or operating the Employer's vehicle, machinery or equipment; or

3. Has sustained a personal injury as that term is defined in *Minnesota Statutes* §176.011, Subd. 16, or has caused another person to die or sustain a personal injury; or

4. Was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident resulting in property damage or personal injury and the Employer or investigating supervisor has a reasonable suspicion that the cause of the accident may be related to the use of drugs or alcohol.

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

**B. Treatment Program Testing** – The employer may request or require an employee to submit to drug and alcohol testing if the employee is referred for chemical dependency treatment by reason of having a positive test result under this LOA or is participating in a chemical dependency treatment program under an employee benefit plan. In such case, the employee may be required to submit to drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following notification that he/she will be subjected to Treatment Program Testing.

**C. Unannounced Testing by Agreement.** The employer may request or require an employee to submit to drug and alcohol testing without prior notice on terms and conditions established by a written "last-chance" agreement between the Employer and employee's collective bargaining representative.

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

## 5. REFUSAL TO UNDERGO TESTING

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

B. **Consequences of Refusal** - If any employee refuses to undergo drug or alcohol testing requested or required by the Employer, the Employer may subject the employee to disciplinary action up to and including discharge from employment.

C. **Refusal on Religious Grounds** - No employee who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds shall be deemed to have refused unless the employee also refuses to undergo alternative drug or alcohol testing methods.

D. **Failure to Provide a Valid Sample with a Certified Result** – Includes but is not limited to: 1) failing to provide a valid sample that can be used to detect the presence of drugs and alcohol or their metabolites; 2) providing false information in connection with a test; 3) attempting to falsify test results through tampering, contamination, adulteration, or substitution; 4) failing to provide a specimen without a legitimate medical explanation; and 5) demonstrating behavior which is obstructive, uncooperative, or verbally offensive, and which results in the inability to conduct the test.

## 6. PROCEDURE FOR TESTING

A. **Notification Form** - Before requesting an employee to undergo drug or alcohol testing, the Employer shall provide the individual with a form on which to (1) acknowledge that the individual has seen a copy of the Employer's *Drug and Alcohol Testing LOA*, and (2) indicate consent to undergo the drug and alcohol testing.

B. **Collecting the Test Sample** - The test sample shall be obtained in a private setting, and the procedures for taking the sample shall ensure privacy to employees to the extent practicable, consistent with preventing tampering with the sample. All test samples shall be obtained by or under the direct supervision of a health care professional.

C. **Testing the Sample.** The handling and testing of the sample shall be conducted in the manner specified in Minn. Stat. §181.953 by a testing laboratory which meets, and uses methods of analysis which meet, the criteria specified in subdivisions.1, 3, and 5 of that statute.

D. **Thresholds.** The threshold of a sample to constitute a positive result alcohol, drugs, or their metabolites is contained in the standards of one of the programs listed in MN Statute §181.953, subd 1. The employer shall, not less than annually, provide the unions with a list or *access to a list* of substances tested for under this LOA and the threshold limits for each substance. In addition, the employer shall notify the unions of any changes to the substances being tested for and of any changes to the thresholds at least thirty (30) days prior to implementation.

E. **Positive Test Results** – In the event an employee tests positive for drug use, the employee will be provided, in writing, notice of his/her right to explain the test results. The employee may indicate any relevant circumstance, including over the counter or prescription medication taken within the last thirty (30) days, or any other information relevant to the reliability of, or explanation for, a positive test result.

## 7. RIGHTS OF EMPLOYEES

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

A. A negative test result on an initial screening test or of a negative or positive test result on a confirmatory test;

B. The right to request and receive from the Employer a copy of the test result report;

C. The right to request within five (5) working days after notice of a positive test result a confirmatory retest of the original sample at the employee's expense at the original testing laboratory or another licensed testing laboratory;

D. The right to submit information to the Employer's Medical Review Officer within three (3) working days after notice of a positive test result to explain that result; indicate any over the counter or prescription medications that the employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result;

E. The right of an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the Employer not to be discharged unless the employee has been determined by a Minnesota Licensed Alcohol and Drug Counselor (LADC) or a physician trained in the diagnosis and treatment of chemical dependency to be chemically dependent and the Employer has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with a Minnesota LADC or a physician trained in the diagnosis and treatment of chemical dependency, and the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion;

F. The right to not be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test;

G. The right, if suspended without pay, to be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative;

H. The right to not be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the Employer concerning the reliability of, or explanation for, a positive test result unless the employee was under an affirmative duty to provide the information before, upon, or after hire;

I. The right to review all information relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports or acquired information;

J. The right to suffer no adverse personnel action if a properly requested confirmatory retest does not confirm the result of an original confirmatory test using the same drug or alcohol threshold detection levels as used in the original confirmatory test.

K. The right to suffer no adverse personnel action based solely on the fact that the employee is requested to submit to a test.

## 8. ACTION AFTER TEST

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

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

1. **First Offense** - The employee will be referred for an evaluation by an LADC or a physician trained in the diagnosis and treatment of chemical dependency. If that evaluation determines that the employee has a chemical dependency or abuse problem, the Employer will give the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with an LADC or a physician trained in the diagnosis and treatment of chemical dependency. If the employee either refuses to participate in the counseling or rehabilitation program or fails to successfully complete the program, as evidenced by withdrawal or discharge from the program before its completion, the Employer may impose discipline, up to and including discharge.

2. **Second Offense** - Where an employee tests positive, and the employee has previously participated in one program of treatment required by the Employer, the Employer may discharge the employee from employment.

B. **Suspensions and Transfers.**

1. **Pending Test Results From an Initial Screening Test or Confirmatory Test.** While awaiting the results from the Medical Review Officer, the employee shall be allowed to return to work unless the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other City employees, or the public, and the conduct upon which the employee became subject to drug and alcohol testing would, independent of the of the results of the test, be grounds for discipline. In such circumstances, the employer may temporarily suspend the tested employee with pay, place the employee on paid investigatory leave or transfer the employee to another position at the same rate of pay.

2. **Pending Results of Confirmatory Retest. Confirmatory retests of the original sample are at the employee's own expense.** When an employee requests that a confirmatory retest be conducted, the employer may place the employee on unpaid leave, place the employee on paid investigatory leave or transfer the employee to another position at the same rate of pay provided the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other City

employees, or the public. An employee placed on unpaid leave may use his/her accrued and unused vacation or compensatory time during the time of leave. An employee who has been placed on unpaid leave must be made whole if the outcome of the confirmatory retest is negative.

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

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

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

E. **Treatment Program Testing** – The Employer may request or require an employee to undergo drug and alcohol testing if the employee has been referred by the employer for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

## 9. DATA PRIVACY

The purpose of collecting a body component sample is to test that sample for the presence of drugs or alcohol or their metabolites. A sample provided for drug or alcohol testing will not be tested for any other purpose. The name, initials and social security number of the person providing the sample are requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result 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.

## 10. APPEAL PROCEDURES

A. Employees may appeal discipline imposed under this LOA through the Dispute Resolution Procedure contained in the Collective Bargaining Agreement (i.e. grievance procedure) or to the Minneapolis Civil Service Commission.

B. Concerning disciplinary actions taken pursuant to this drug and alcohol testing LOA, available 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.

## 11. EMPLOYEE ASSISTANCE

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

## 12. DISTRIBUTION

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

## 13. DEFINITIONS

A. ***Confirmatory Test*** and ***Confirmatory Retest*** mean a drug or alcohol test that uses a method of analysis

allowed by the Minnesota *Drug and Alcohol Testing in the Workplace Act* to be used for such purposes.

B. ***Controlled Substance*** means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statute § 152.02.

C. ***Conviction*** - means a finding of guilt (including a plea of nolo contendere (no contest)) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.

D. ***Criminal Drug Statute*** means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

E. ***Drug*** means a controlled substance as defined in *Minnesota Statutes* §152.01, Subd. 4.

F. ***Drug and Alcohol Testing***, ***Drug or Alcohol Testing***, and ***Drug or Alcohol Test*** mean analysis of a body component sample approved according to the standards established by the Minnesota *Drug and Alcohol Testing in the Workplace Act*, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

G. ***Drug-Free Workplace*** means a site for the performance of work done in connection with any federal grant or contract at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.

H. ***Drug Paraphernalia*** has the meaning defined in *Minnesota Statutes* §152.01, Subd. 18.

I. ***Employee*** for the purposes of this LOA means a person, independent contractor, or person working for an independent contractor who performs services for the City of Minneapolis for compensation, in whatever form, including any employee directly engaged in the performance of work pursuant to the provisions of any federal grant or contract.

J. ***Employer*** means the City of Minneapolis acting through a department head or any designee of the department head.

K. ***Federal Agency*** or ***Agency*** means any United States executive department, military department, government corporation, government controlled corporation, any other establishment in the executive branch or any independent regulatory agency.

L. ***Grant*** means an award of financial assistance - including a cooperative agreement - in the form of money, or property in lieu of money, by a federal agency directly to a grantee. The term *grant* includes block grant and entitlement grant programs. The term does not include any benefits to veterans or their families.

M. ***Grantee*** means a person who applies for or receives a grant directly from a federal agency. The place of performance of a grant is wherever activity under the grant occurs.

N. ***Individual*** means a grantee/contractor who is a natural person. This wording emphasizes that an individual differs both from an organization made up of more than one individual and from corporations, which can be regarded as a single "person" for some legal purposes.

O. ***Initial Screening Test*** means a drug or alcohol test which uses a method of analysis allowed by the Minnesota Drug and Alcohol Testing in the Workplace Act to be used for such purposes.

P. ***Legitimate Medical Reason*** means (1) a written prescription, or an oral prescription reduced to writing, which satisfies the requisites of *Minnesota Statutes* §152.11, and names the employee as the person for whose use it is intended; and (2) a drug prescribed, administered and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor, as described in *Minnesota Statutes* §152.12; and (3) a drug used in accord with the terms of the prescription. Use of any over-the-counter medication in accord with the terms of the product's directions for use shall also constitute a *legitimate medical reason*.

Q. ***Medical Review Officer*** means a physician certified by a recognized certifying authority who reviews forensic testing results to determine if a legitimate medical reason exists for a laboratory result.

R. ***Positive Test Result*** means a finding of the presence of alcohol, drugs or their metabolites in the sample tested in levels at or above the threshold detection levels as published by the employer pursuant to Section 6 D of this LOA.

S. ***Reasonable Suspicion*** means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

T. ***Under the Influence*** means having the presence of a drug or alcohol at or above the level of a positive test result.

U. ***Valid Sample with a Certified Result*** means a body component sample that may be measured for the presence or absence of drugs, alcohol or their metabolites.

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

**FOR THE EMPLOYER:**

10/28/15

Timothy O. Giles — Date
Director, Employee Services

**FOR THE UNION:**

7-31-15

Tom Perkins — Date
Vice President, MnPEA

**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 PUBLIC EMPLOYEES ASSOCIATION**

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

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

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

The provisions of this *Letter of Agreement* associated with the Job Bank Program shall become effective upon the approval of the Employer's Council and Mayor. The Job Bank procedures outlined herein shall be observed after the negotiated termination date of the Labor Agreement between the Parties, and expire on December 31, 2016.

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:**

10/28/15

Timothy O. Giles
Director, Employee Services

Date

**FOR THE UNION:**

7-31-15

Tom Perkins
Vice President, MnPEA

Date

## ATTACHMENT "C"

**CITY OF MINNEAPOLIS**

**And**

**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION**

# LETTER OF AGREEMENT
## Return to Work/Job Bank Program and Related Matters

The City of Minneapolis and the MINNESOTA PUBLIC EMPLOYEES ASSOCIATION (hereinafter referred to as the ***Employer*** and the ***Association***, respectively or the ***Parties***, collectively) have entered into a collective bargaining agreement (the ***Agreement***) dated **January 1, 2014 through December 31, 2016.** 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 Association. 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 Policy provides for the timely return to work of employees injured on the job who have temporary and/or permanent restrictions. The Return to Work Program offers services to assist employees injured on the job who have temporary and/or permanent restrictions. This program will assist active employees; 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. Our goal is to assist the work injured on the job by providing appropriate work 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 physicians shall make the final determination of an employee's ability to return to work. If the employer is unable to offer appropriate work within the employee's limitations, the employer shall provide for the employer's portion of the health care benefit while the employee is in the Return to Work Program. The employer shall strive to provide appropriate work activity commensurate with the employee's medical work release.

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 Coordinator/ Return to Work Coordinator. Failure to comply with the requirements of this program may result in termination of the program. Compliance with the program will be determined by the employer.

**GENERAL PROVISIONS OF THE RETURN TO WORK/JOB BANK PROGRAM:**

The employer has created a Return to Work/Job Bank Program as a component of its resources allocation (budget) process. The Return to Work/Job Bank Program will share some common resources with the restructuring/economic job bank, but it will have different rights and responsibilities. The Return to Work/Job Bank Program will assist both the employer and its employees during a time of unplanned change caused by an injury on the job.

The purpose of the Return to Work/Job Bank Program is to assist the injured worker in returning to a different job within the City if they are unable to perform their original position as a result of 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 positions.

The Return to Work/Job Bank process shall be administered in a manner which is consistent with the employer's desire to treat employees with dignity and respect. The administrators will strive to provide as much information and assistance as may be reasonable possible and practical within the resources available. Our objective is to assist employees in making informed choices about their future with the City and at the same time to utilize the competency of City employees, whenever possible, in staffing vacant City positions. Mutual cooperation and participation is necessary in order to accomplish this objective.

**RETURN TO WORK/JOB BANK POLICIES:**

1. Injured, non-sworn, City employees who have been permanently certified or appointed and were injured on the job after June 1, 1995, and who have been assigned permanent restrictions that prevent the employee from returning to the pre-injury job, will be afforded the opportunities available in the Job Bank, Return to Work component. This policy will also cover employees injured on the job who are actively working for the City now and whose jobs are eliminated as a result of economic or restructuring decisions.

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. The Workers' Compensation fund will pay for the salaries of those injured employees while in the Job Bank.

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

5. If the injured worker has not been placed after one hundred twenty (120) calendar days, they will be separated from City service.

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

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

8. An employee is entitled to use the Return to Work/Job Bank Program once.

9. Compliance with the Workers' Compensation Statutes, Return to Work Policy, Minneapolis Code of Ordinances §20.8610, applicable rules and this Agreement will be monitored by the Claims Coordinator/Return to Work Coordinator. An employee's participation in this Program shall be terminated upon recommendation of the City.

10. There will be no exception to this Agreement without the approval of the Oversight Committee.

**RETURN TO WORK/JOB BANK PROCESSES:**

**Job Assignment**

1. Injured, non-sworn, City employees who have been permanently certified or appointed and were injured on the job after June 1, 1995 and who have been assigned permanent restrictions that prevent the employee from returning to their pre-injury job, will be afforded the opportunities available in the Return to Work/Job Bank Program. This policy will also cover injured employees who are actively working now for the City and whose jobs are eliminated as a result of economic or restructuring decisions.

2. Such employees shall be assigned to the Job Bank for the ensuing one hundred twenty (120) calendar days or until they obtain a different job, as long as they comply with the Workers' Compensation Act, relevant rules, this Agreement, the Return to Work Policy and Minneapolis Code of Ordinances §20.860.

3. Permit-temporary employees and certified-temporary employees are not eligible for Return to Work/Job Bank services.

**RETURN TO WORK/JOB BANK ACTIVITIES:**

1. When injured employees are assigned to the Job Bank, they shall continue in temporary assigned positions with pre-injury salary and benefits. 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.

2. While injured employees are assigned to the Job Bank, the Employer and Employee shall make reasonable efforts to identify vacant positions within the Employer's organization which may provide continuing employment opportunities.

   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 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.

      *ii.* 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.

      *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 (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).

   b. **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.

c. **Filling Vacant Positions.** During the time the procedures outlined herein are in effect, position vacancies will be filled based on the employee's qualifications. During their assignment to Job Bank, the injured worker 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.

**SEPARATION AND RETIREMENT CONSIDERATIONS:**

Where, upon the expiration of an injured employees' 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 applicable pension or retirement plans.

The provisions of this *Letter of Agreement* shall become effective upon the approval of the City's governing body and publication of related ordinances in *Finance & Commerce*. The Return to Work/Job Bank procedures outlined herein shall not be observed after the negotiated termination date of the collective bargaining agreement between the Parties.

**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:**

10/28/15

Timothy O. Giles
Director, Employee Services

Date

**FOR THE UNION:**

7-31-15

Tom Perkins
Vice President, MnPEA

Date

## ATTACHMENT "D"

**CITY OF MINNEAPOLIS**

**And**

**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION**

## 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 <u>not</u> 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:**

10/28/15

Timothy O. Giles — Date
Director, Employee Services

**FOR THE UNION:**

7-31-15

Tom Perkins — Date
Vice President, MnPEA

## ATTACHMENT "E"

**CITY OF MINNEAPOLIS**

**And**

**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION**

# LETTER OF AGREEMENT
## 2014 Health Care Insurance

**WHEREAS,** the City of Minneapolis (hereinafter "Employer") and Minnesota Public Association (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 | 10/28/15<br>Date | Tom Perkins | 7-31-15<br>Date |

Director, Employee Services

Vice President, MnPEA

**CITY OF MINNEAPOLIS**

**And**

**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION**

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

**WHEREAS,** the City of Minneapolis (hereinafter "Employer") and Minnesota Public Association (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:**

10/28/15

Timothy O. Giles
Director, Employee Services

Date

**FOR THE UNION:**

7-31-15

Tom Perkins
Vice President, MnPEA

Date

**CITY OF MINNEAPOLIS**

**And**

**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION**

# LETTER OF AGREEMENT
## 2015 Health Care Insurance

**WHEREAS,** the City of Minneapolis (hereinafter "Employer") and the Minnesota Public Association (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, 2015 and

**NOW, THEREFORE BE IT RESOLVED that** the parties agree as follows for the period January 1, 2015 through December 31, 2015:

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 300 wellness program points by August 31, 2014 (the "wellness premiums") will be lower than the premiums for subscribers who do not complete 300 wellness program points by August 31, 2014 (the "standard premiums"). The monthly premiums for each plan will be at set forth in Appendix A. The 2014 wellness program requirements are described the *My Health Rewards by Medica* brochure which is attached hereto and incorporated herein.

   The "wellness premium" will also apply to all employees who are newly enrolled in the medical plan on and after August 1, 2014.

3. For the period January 1, 2015 through December 31, 2015, the City will pay $492.00 per month for employees who elect single coverage under the medical plan.

4. For the period January 1, 2015 through December 31, 2015, the City will pay $1,328.00 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 semi-monthly installments equal to one-twenty fourth (1/24) of the designated amount and shall be considered to be contract value in the designated amount.

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.

**FOR THE CITY OF MINNEAPOLIS:**

10/28/15

Timothy O. Giles
Director, Employee Services

Date

**FOR THE UNION:**

7-31-15

Tom Perkins
Vice President, MnPEA

Date

## ATTACHMENT "F"

**CITY OF MINNEAPOLIS**

**And**

**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION**

# LETTER OF AGREEMENT
## Temporary Periods of Unanticipated Reductions in Revenue - Use of Furloughs

**WHEREAS,** the City of Minneapolis (hereinafter "Employer") and the Minnesota Public Employees Association (hereinafter "Association") (the Employer and Association are hereinafter jointly referred to as the "Parties") have made and entered into a labor agreement, effective January 1, 2014 (hereinafter "Labor Agreement"); and

**WHEREAS,** during negotiations the Parties reached agreement on the Employer's use of furloughs; and

**WHEREAS,** this Letter of Agreement states the terms and conditions of that agreement:

**NOW, THEREFORE, IT IS HEREBY AGREED,** that

In the event a department/division experiences revenue reductions that are not controlled by the City Council and Mayor after the Mayor and the City Council have adopted a balanced budget, the Employer may furlough employees due to lack of funds only under the following terms and conditions:

1. The Employer, upon identifying revenue reductions as aforesaid, shall at least two weeks prior to the implementation of any furloughs provide notice to the Association with a written report detailing:

    a. the department(s) affected and the financial impact on the department(s),
    b. the reason for the shortfall,
    c. an estimate of the number of furlough days to address the shortfall and the portion of the days associated with the Association, and
    d. the positions projected to be furloughed.

    For each department that will impose furloughs, the Department Head shall meet and confer with the Association and the affected employees within the department to present the information above, and to describe other responses to the shortfall that have been considered and any other steps being taken to address the shortfall,

2. All permits or other temporary employees paid through the affected revenue source must be terminated prior to the implementation of furloughs when practicable.

3. In the event an affected work unit or employees cannot be temporarily reassigned to other cost centers, and the reduction of funds does not extend into the next budget year, the department head will direct management to solicit and approve commitments to take budgetary leave, in full or half day increments.

4. Furlough days will be designated around holidays and weekends when practicable.

5. The number of days needed through furlough will be reduced by the value of the number of days received through budgetary leave solicitation.

6. Any employee who volunteers for budgetary leave which occurs before or after the decision to furlough is made will have any required furlough time reduced by the number of budgetary hours already taken or committed.

7. The department head will notify the employee(s) and the Association of an impending furlough not less than two pay periods prior to its implementation.

8. Unless voluntary, unpaid time off shall not be more than ten (10) days per calendar year and not more than one (1) day per pay period. However, the Employer may request, based upon the information provided in #2 above, that the Association increase this maximum number of furlough days to fifteen (15) per calendar year and/or two (2) days per pay period. The Association shall have no more than two weeks to respond to such a request. If the Association does not respond within the two-week period, then the Employer's request shall be deemed to be approved.

9. Consultants, permits, or other temporary employees will not be assigned the work of furloughed employees.

10. All furlough days taken as aforesaid shall be treated as if the employee is on Budgetary Leave. Further, for all furlough and budgetary leave days taken under this LOA, if an employee makes the employee's contribution to his/her pension plan, then the Employer shall make the Employer's contribution to the plan.

11. The department head will exercise his/her best efforts to assure that all department employees are proportionately impacted.

12. This agreement is not effective until the City Council passes and the Mayor signs an ordinance authorizing the imposition of unpaid furloughs on non-represented and appointed City employees, excluding charter department heads, of not more than twenty (20) days per calendar year and not more than two (2) days per pay period. Further, this agreement is not effective until labor agreements between the Employer and the AFSCME General Unit, Supervisors Association, and one other union containing provisions for involuntary furloughs are effective.
13. If the Employer reaches any other furlough agreements with any other union, then the Association has the right to evaluate and determine whether to accept said agreement in lieu of the above.

14. This agreement is null and void if no other bargaining unit agrees to mandatory furloughs.

15. This agreement will sunset on December 31, 2016.

**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:**

10/28/15

Timothy O. Giles
Director, Employee Services

Date

**FOR THE UNION:**

7-31-15

Tom Perkins
Vice President, MnPEA

Date

## ATTACHMENT "G"

**CITY OF MINNEAPOLIS**

**And**

**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION**

## LETTER OF AGREEMENT
### Vacation Picks

**WHEREAS,** the City of Minneapolis (hereinafter, "Employer") and the Minnesota Public Association (hereinafter "Union") are parties to a collective bargaining agreement; effective January 1, 2011 through December 31, 2013; and

**WHEREAS**, that agreement contains provisions in Section 12.07 related to scheduling of vacation; and Whereas, the parties wish to outline the procedure that will be used for selection of vacation period;

**NOW, THEREFORE, BE IT RESOLVED,** that

1. the process outlined on pages 2 and 3 of this document shall be used for selection of vacation periods; and

2. vacation selection shall occur in conjunction with the shift/schedule line process using operational seniority as defined in the collective bargaining agreement; and

3. if the City and/or the Scheduling Committee believe circumstances exist where a change in the process is needed such circumstances shall be forwarded to the Union for discussion; and

4. if the City and the Union agree that those circumstances warrant a modification of the process, the Scheduling Committee has the right to modify the process for the specific calendar year in question; and

5. this letter of agreement shall remain in full force and effect for the duration of the current collective bargaining agreement.

**FOR THE CITY OF MINNEAPOLIS:**

10/28/15

Timothy O. Giles
Director, Employee Services

Date

**FOR THE UNION:**

7-31-15

Tom Perkins
Vice President, MnPEA

Date

**Vacation Pick Process General Guidelines:**

- All employees will have an opportunity for two vacation picks. Those who have remaining vacation time may take a third vacation pick.

- Part-time employees, as defined in the union contract, will be allowed to pick vacations after all full time employees have completed their vacation picks.

- Employees are accountable for picking only the amount of vacation time that they will have accrued by the last day of the pick. If more time is selected than will be accrued, supervisors may adjust vacation picks accordingly.

- Only vacation time may be used for all vacation picks. Compensatory time can only be utilized for incidental time off.

- No vacation pick may extend into the next calendar year.

**First Vacation Pick:**

- First vacation pick will occur with shift and line selection. A first vacation pick can be up to a maximum of the person's projected vacation accrual at the time of the vacation. Exception: during the months of June, July, and August, employees will be allowed to utilize 80 hours of vacation time (10 consecutive work days on an 8.25 hour line).

- Split First Vacation Pick: Employees will have the opportunity to split their first vacation pick according to the following guidelines: They can pick vacation days for up to 4 consecutive workdays for 8.25 hours or up to 3 consecutive workdays for 10 hour schedule line during these restricted months (or elsewhere during the year) and also choose the remainder of a two week vacation pick (up to 4 consecutive workdays for 8.25 hours or 2 to 3 consecutive workdays) outside these restricted months.

- An employee making a split pick cannot use a vacation day on or a major holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day). Only one of the split picks can fall within the restricted months. A split outside of the restricted months is allowed using the same guidelines.

- Employees have the option for "splitting" their vacation pick only during the first vacation pick process.

**Second Vacation Pick:**

- Second vacation picks will immediately follow the completion of all first picks. The second vacation pick can be up to a maximum of the person's projected vacation accrual at the time of the vacation. Exception: During the months of June, July and August, employees may use a maximum of 80 hours of vacation time per pick. If the time is available the second pick can be used to extend a vacation period selected in the first round.

**Third Vacation Pick:**

- All employees with remaining vacation time may make a third vacation pick by operational seniority after all first and second picks are completed. A third pick can be any number of work days up to a maximum of the employee's projected vacation accrual at the time of the vacation. This can be any number of combinations of consecutive days or single days at the employee's discretion. If the time is available the third pick can be used to extend a vacation period selected in the first or second round.

**Passing Vacation Picks:**

- If an employee is uncertain what vacation days they want to pick, they may elect to pass. If they pass, they will be considered to have passed for the entire round. They do not lose their right to pick a vacation, but by passing they are losing their right to pick their vacation by seniority for that round.

**Probationary Employees:**

- New employees are eligible for vacation after completing six months of employment.

## ATTACHMENT "H"

**CITY OF MINNEAPOLIS**

**And**

**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION**

## MEMORANDUM OF UNDERSTANDING
### Meet for Retirement Incentive

**WHEREAS,** The City of Minneapolis (the "Employer" herein) and the Minnesota Public Employees Association (hereinafter "Union") are Parties to a collective bargaining agreement for the 9-1-1 bargaining unit for the period on January 1, 2011 through December 31, 2013; and

**WHEREAS,** in bargaining for the current agreement, the Parties did not agree to a retirement incentive for members of the unit, but agreed to continue discussions under certain conditions;

**THEREFORE, THE PARTIES,** notwithstanding any other provision of the agreement to the contrary, hereby agree that if layoffs become imminent in the bargaining unit during the term of the current collective bargaining agreement, the Parties will meet to consider a LOA for an early retirement incentive.

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

**FOR THE CITY OF MINNEAPOLIS:**

10/28/15
Timothy O. Giles — Date
Director, Employee Services

**FOR THE UNION:**

7-31-15
Tom Perkins — Date
Vice President, MnPEA