CITY OF MINNEAPOLIS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 49, AFL-CIO

LABOR AGREEMENT

CONSTRUCTION EQUIPMENT OPERATORS AND MECHANICS UNIT

For the Period:

January 1, 2018 through December 31, 2020

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DEFINITIONS

Bumping is the process where an employee whose position is eliminated takes the position of a less senior employee.

Casual employee is a temporary employee who fills a vacant position pending the selection of a permanent employee, replaces an employee on a leave of absence, or addresses temporary increases in workloads (Permit employee).

Certification is the process of identifying the names of persons who are eligible for hire.

Certification Date is the date the Human Resources Department sends the list of eligible candidates to the requisitioning department.

Certification Number is the number assigned by the Human Resources Department to each candidate on the list of eligible candidates.

Certified employee is one who has been hired by a City department from a list of eligible candidates.

Classified Service is the collection of job titles subject to Civil Service Commission Rules and/or, in some cases, Collective Bargaining Agreements.

Commission is the Civil Service Commission.

Detail is the formal temporary assignment of a City employee to a different job title than their permanent classification.

Detail employee is one who is temporarily assigned to a different job title than their permanently assigned job title to replace an employee on a leave of absence, fill a vacant position pending the selection of a permanent employee, or to complete a special assignment or project.

Displacement is the process where an employee whose position is eliminated takes the position of the least senior employee holding the same classification title.

Eligible Candidate is a person who is qualified for a position and may be selected for hire, as determined by the Human Resources Department.

Employee is each worker in the City of Minneapolis.

Employer is the City of Minneapolis or its designee. For labor contract interpretation, implementation and negotiations the designee is the Director, Labor Relations.

Grievance is an alleged violation to the proper interpretation or application of the express terms and provisions of the collective bargaining agreement.

Incumbent employee is one who holds a specific position.

Job Class is one or more positions sufficiently similar with respect to duties and responsibilities such that the same descriptive title may be used to identify each position; the same minimum qualifications are needed for performance of the duties of the class; and the same schedule of pay is applied to all positions in the class.

Job Class Title is the official title of each position and used on all official records and reports relating to the position.

Laid-off employee is one who no longer works for the City because a position was abolished due to lack of funding or lack of work and who is eligible to be recalled to employment.

Layoff is the reduction in the number of employees due to a lack of work or lack of funds.

List of Eligible Candidates is the names of all candidates who pass a pre-selection examination(s) and are available to be hired. For the purposes of this agreement, "list of eligible candidates" shall be synonymous to "eligible list".

Mediation is an attempt to bring about a mutually agreeable solution to a grievance or dispute.

Non-exempt employee is an employee that is subject to the overtime provisions of the Fair Labor Standards Act (FLSA).

Normal Base Wage is the wage in the collective bargaining agreement for the employee plus any "non-as worked" pay, e.g. additional pay for attaining and maintaining a certification.

Operational Seniority is a department, division or sub-division means for determining the operational hierarchy (selection of shifts, schedules, vacation, etc.); it has no meaning beyond the department, division or sub-division; an employee returning to a previously held title shall not receive credit for previous service unless recalled or returned due to the failure to complete probation.

Permanent Employee is an employee in the classified service that has successfully completed their initial hire probationary period.

Permanent full-time employee is one who, as a general rule, works at least 80% of each normal work week.

Permanent part-time employee is one who, as a general rule, works less than 80% of each normal work week.

Permanent Intermittent employee is one who is employed at irregular time periods and/or on an irregular

basis or at a particular time of the year (seasonal).

Permit employee is a temporary employee who fills a vacant position pending the selection of a permanent employee, replaces an employee on a leave of absence, or addresses temporary increases in workloads (Casual employee).

Premium Pay – additional "skill based" compensation paid for all hours actually worked on a piece of equipment identified in the collective bargaining agreement as being eligible for additional compensation. Premium Pay is paid for one or more hours in fifteen (15) minute increments.

Premium Reconciliation – The Employer will calculate the number of hours each employee is paid a premium and the aggregate of hours paid at each premium rate. If the employee has operated premium equipment for 1044 or more hours, all hours of vacation, sick leave, and compensatory time used during the year will be considered as hours worked at the premium rate in which the employee worked the greatest number of hours.

Probationary Period is a period after appointment during which a new, promoted, transferred or job bank employee demonstrates fitness for the position by performing the duties of the position; the employee may be released without access to the Grievance Procedure.

Promotional Examination is a selection method limited to employees in the classified service who meet minimum qualifications.

Qualified means having a recognized degree, certificate, or demonstrated extensive knowledge, training or experience in the subject matter.

Requisition is a department's request for names of eligible candidates to fill an authorized vacancy.

Veterans Preference is an advantage granted to veterans by Minnesota Statutes.

LABOR AGREEMENT

Between

CITY OF MINNEAPOLIS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
Local Union No. 49, AFL-CIO

THIS AGREEMENT, hereinafter referred to as the ***Labor Agreement*** or the ***Agreement***, is made and has been entered into effective January 1, 2018 by and between the City of Minneapolis, the ***Employer***, and the International Union of Operating Engineers, Local Union No. 49, AFL-CIO, the ***Union***. The Employer and the Union, the ***Parties***, agree to be bound by the following terms and provisions:

Additionally, in recognition of the Union's commitment to support a work environment that is hospitable to all employees, the Union and Employer agree to support training, policies, and work rules that promote and sustain a positive work environment and prohibit abuse and harassment in the work place by any employee, manager, or supervisor.

ARTICLE 1
RECOGNITION AND UNION SECURITY

Section 1.01 - Recognition and Amendments to Unit

Subd. 1. Recognition

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

The Employer supports the freedom of City employees to exercise their rights to a voice and dignity on the job by joining together in strong unions. The ability to come together in strong unions gives working people a powerful voice to speak up for themselves, their families, and their communities, and ensures they are treated with dignity and respect at work.

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

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. Time of Deductions

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

Subd. 3. Remittance

The Employer shall remit such Union dues made pursuant to 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. 4. 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.5. Hold Harmless

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

Section 1.03 - Exclusive Representation

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

Section 1.04 - Union Stewards

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

Subd. 1. Number of Stewards

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

Subd. 2. Activities of Stewards

Designated and certified stewards shall be granted reasonable time off, with pay, in order to investigate and/or present grievances to the Employer during their normal working hours. Such stewards, however, shall not leave their work stations without first obtaining the permission of their immediate supervisor and shall notify their immediate supervisor upon returning to work. The permission of the supervisor shall not be denied without good cause. When the Parties agree that it is mutually beneficial to have an officer of the Union participate in such presentation and/or investigation, such officer shall also be authorized time off with pay for this purpose. Stewards and other representatives of the Union shall not interfere in any way with the Employer's operation or with the performance of work by its employees.

Nothing in this paragraph, however, shall be construed to limit the proper presentation of grievances provided for by this subdivision.

Section 1.05 - Visitation

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

Section 1.06 - Bulletin Boards

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

Section 1.07 - Union Membership

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

Section 1.08 – Central Pension Fund

The Employer and the Union explored the feasibility and processes necessary for implementation of the language and contributions required for employee participation in the International Union of Operating Engineers Central Pension Fund. The Employer and the Union determined that it was in the best interests of the employees to reduce their wages in order to allow Union members to participate in the International Union of Operating Engineers Central Pension Fund. The parties agree that the amount, which would otherwise be paid in salary or wages will be contributed instead to the International Union of Operating Engineers Central Pension Fund as pre-tax employer contributions. The International Union of Operating Engineers Central Pension Fund is a supplemental pension fund authorized by Minnesota Statutes, Section 356.24, Subdivision 1(10). Employee wage reductions are the sole source of contributions to the International Union of Operating Engineers Central Pension Fund. The Union, in its sole discretion, may no more than one time each year decide, based on the final negotiated wage settlement, to increase the CPF hourly contribution rate.

At the request of the Union, a pension contribution of one dollar ($1.00) per hour for all hours paid, including hours "detailed" to other classifications titles will commence effective January 1, 2008. For the purpose of determining "detail" wages, the IUOE wage reduced for pension purposes shall form the base, exclusive of premiums, differentials, and/or longevity. The Employer in its sole discretion shall determine

the most efficient manner to reconcile "detail" related contributions. The Employer shall pay this contribution directly to the International Union of Operating Engineers Central Pension Fund. The Union agrees to indemnify, defend, and hold the Employer, its officers, agents and employees harmless against any and all claims, suits, orders and judgments brought or issued against the Employer, its officers, agents and employees as a result of any malfeasance, misfeasance or nonfeasance by the CPF, its trustees, agents or authorized representatives in their fiduciary role or arising from any City employee's legal challenge to the right to make such pension contributions on his or her behalf. Neither party will seek to cease the CPF pension participation without written agreement from the other party. This hold harmless clause does not hold the employer harmless for failing to electronically transfer the agreed upon contributions in the absence of the failure of the systems involved in the receipt or disbursement of the electronic transfers.

For purposes of determining future wage rates, the Employer shall first restore the amount of the wage reduction ($1.00), then apply the applicable wage multiplier, and then reduce the revised wage by $1.00.

Section 1.09 Training Facility

The Employer shall contribute fifty (50¢) cents per hour for each straight-time hour worked (up to 40 hours per week) for each member to the Union's Training Program. The Employer shall be provided all the benefits of the Training Program.

During the term of the Agreement, representatives of the Employer and the Union, along with representatives of unions representing other construction and maintenance employees of the Employer's Public Works Department, shall meet and confer in an effort to identify or develop employment practices which may be more responsive to the changing construction and maintenance needs of the Employer.

ARTICLE 2
MANAGEMENT RIGHTS

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

ARTICLE 3
NO STRIKE - NO LOCKOUT

Section 3.01 - No Strike

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

Section 3.02 - No Lockout

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

Section 3.03 - Violations by Employees

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

ARTICLE 4
SETTLEMENT OF DISPUTES

Section 4.01 - Grievance Procedure

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

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

3. Procedure and timelines: A grievance is any matter concerning the interpretation, application, or alleged violation of any currently effective agreement between the City and the bargaining unit. Grievances shall be resolved in the following manner:

Subd. 1. Step One (Informal - Immediate Supervisor)

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 an employee or the employee's Union representative respecting the filing of grievances at Subd. 2 (Step 2) of the grievance procedure.

Subd. 2. Step Two (Formal - Department)

If the grievance has not been avoided and/or the dispute resolved by the operation of Step 1 and the employee or the Union wishes to file a formal grievance, the employee, or the employee's Union representative on behalf of the employee, shall file a written grievance which has been signed by the employee or the representative 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 fourteen (14) 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 Director, Labor Relations with an informational copy thereof.

The department head shall respond in writing to the Union, the employee and the Employer's Director, Labor Relations within thirty (30) calendar days after receipt of the grievance.

Upon request of either party, all persons who participated at step one, or all necessary persons shall have a reasonable opportunity to be heard at step two. If a meeting is requested by the Union, the department head shall schedule a meeting at a mutually agreeable time.

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

Subd. 3. Step Three (Director of Human Resources or his/her Designee)

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

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

Within twenty (20) days after the step three meeting or receipt of the step three appeal, whichever is later, the Director of Human Resources or his/her designee shall send a written response to the Union. The step three decision shall clearly identify that answer as a "step three decision."

Subd. 4. Step Four, Regular Arbitration

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

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

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

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

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

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

Subd. 5. Mediation

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

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

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

Subd. 6. Expedited Arbitration

The Union or the City may mutually agree to expedited arbitration. Upon such declaration, the Union and the City will make immediate (within twenty-four (24) hours) arrangements with the Bureau of Mediation Services for the expedited arbitration procedure and such procedure shall begin as soon as the Bureau can initiate a hearing. It shall be the specific request of both the Union and the City to have a decision within fourteen (14) days of the hearing, and that no briefs will be filed.

Subd. 7. Commencement of grievances

A grievance must be commenced at step one no later than twenty-one (21) calendar days from the discovery of the grievable event (s) or from when the event(s) reasonably should have been discovered, or within fourteen (14) calendar days from the filing of a letter of inquiry or receipt of the response from the Director, Labor Relations, whichever is later.

Subd. 8. Time Limits

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.

Subd. 9. Grievance Forms

Forms for the grievance procedure will be developed jointly.

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

Section 4.02 - Election of Remedy

The parties acknowledge that the facts and circumstances which form the basis of a grievance may also form the basis of claims which may be asserted by an individual employee in other forums. The purpose of this Section is to establish limitations on the right of the Association to pursue a grievance in such situations.

Subd. 1. Civil Service Rights.

When the subject matter of a grievance to which Article 3, Settlement of Disputes applies is also within the jurisdiction of the Minneapolis Civil Service Commission the resolution of the dispute may proceed through the grievance procedure or the Civil Service appeals procedure. However, once the employee files an appeal to the Civil Service Commission, the Association's right to pursue a grievance under Article 3 is terminated.

Notwithstanding anything in the Civil Service Rules to the contrary, an employee's right to file an appeal with the Civil Service Commission expires on the later of: ten (10) days after the deadline for the Association to file a grievance under this Article; or ten (10) days after the employee has received notice from the Association of its final decision not to pursue a grievance. The Association shall provide notice to the City of such decision promptly after providing notice to the employee.

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

ARTICLE 5
EMPLOYEE DISCIPLINE AND DISCHARGE

Section 5.01 - Just Cause

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

Section 5.02 - Progressive Discipline

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

Subd. 1. Reprimands, either oral or written;

Subd. 2. Suspension from duty without pay**;**

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

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

Section 5.03 - Discharge Due Process

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

Section 5.04 - Appeals

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

Section 5.05 - Disciplinary Action Records

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

In addition, an employee may request that a written reprimand be removed from their personnel file and destroyed once during the term of their employment with the Employer, provided that three (3) years have passed from the date the written reprimand was issued and there have been no subsequent discipline. Upon such a request, the matter shall be removed to a "disputed information" file kept by the Human Resources department for destruction processing. The right to have a written reprimand removed and destroyed will not exist where the underlying infraction that caused the discipline was the violation of another individual's civil rights; e.g. sexual harassment, race discrimination, gender discrimination. Such matters will remain as an active file in the employee's official personnel file.

Section 5.06 - Disciplined Employee's Response

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

Section 5.07 - Union Representation

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

All employees shall have the right to have a Union representative at any conference concerning a grievance, investigation or a complaint involving the performance or employment status of the employee.

ARTICLE 6
SENIORITY

Section 6.01 - Seniority Defined

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

Subd. 1. City Seniority Defined

For employees hired prior to April 12, 1998 *City seniority* is defined as the length of uninterrupted employment with the Employer and based on the employee's initial certification as a City employee.

For employees hired after April 12, 1998 *City seniority* is defined as the length of uninterrupted employment with the Employer and based on the date the employee began working on a permanent basis as a City employee.

Subd. 2. Classification Seniority Defined

For employees hired prior to April 12, 1998 *Classification seniority* is defined as the length of employment within a job classification and based on the employee's certification number

For employees hired after April 12, 1998 *Classification seniority* is defined as the length of employment within a job classification and based on the date the employee began working in that classification on a permanent basis.

Subd. 3. Seniority During Workers' Compensation Absences

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

Subd. 4. Ties in Seniority

Ties in classification seniority shall be broken by City seniority. Ties in City seniority shall be broken by rank, if available. If employee rank if not available, ties shall be broken randomly by computer.

Section 6.02 - 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 6.03 - Loss of Seniority

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

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

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

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

Section 6.04 - Job Assignments

The Employer shall, as a general policy, use seniority to make job assignments to the highest available rated job (including regular year-round and winter yard loader positions) for which an employee is qualified. While this general policy is normally followed when making job assignments, such factors as the duration of the assignment, overtime considerations (if any) and the productivity needs of the utilizing department shall also be considered when making job assignments. For purposes of this section, qualifications will be determined by the servicing department based on actual job performance, civil service certifications, etc.

Subd. 1. Automotive Mechanic; Work Location

The Employer shall post a notice to employees, which identifies permanent Automotive Mechanic position vacancies. Automotive Mechanics will be allowed to express an interest to be assigned to a work area within the Fleet Services Division. Automotive Mechanics will be allowed to express an interest to be assigned to first or second shift. However, such expression shall not be construed to limit the Employers ability to assign the Mechanic to any area of need at any time.

Sweeper Shop
Truck Shop
Fire Equipment Shop
Heavy Equipment Repair
Hydraulic Repair
Welding Shop

For all other locations only the location and shift shall be posted.

The notice of vacancy shall include the qualifications, shift, be dated and posted in all principle locations in the Fleet Services Division for not less than seven (7) calendar days from the date of posting. Employees shall demonstrate their interest in the position by signing their name on the *official* notice which shall be maintained by the Foreman. An employee on vacation during the entire posting period shall be considered to be interested in the vacancy.

Within fourteen (14) calendar days of the date of the end of the notice period, the Employer shall select the most senior qualified employee and shall so inform the employee and the steward(s) promptly.

Nothing herein shall be construed as a limitation upon the Employer's rights to a) create and eliminate positions and determine their physical location, b) determine the qualifications of employees to fill positions within the Automotive Mechanic job classification or to consider qualifications factors other than technical competence and c) assign more junior qualified employees to positions or to fill them with other applicants from a certified list. Such matters of discretion shall remain solely and exclusively with the Employer and they shall not be subject to review under the grievance or arbitration provisions of this Agreement. Rather, representatives of the Parties shall meet and confer in an effort to resolve any dispute arising under the provisions of this subdivision. For the purposes of this subdivision, seniority shall be defined as the length of time an employee has been employed in the Fleet Services Division as an Automotive Mechanic.

Subd. 2. Automotive Mechanic Job Bidding

All mechanics positions in the Equipment Division including the Fridley and East Water Yard, 1809Washington, 6036 Harriet, Royalston and Currie Maintenance Facility shall *continue* to be bid when there is a vacancy and all positions will be re-bid in the event of a restructuring of the Fleet Services Division and every odd-numbered year during the month of May.

Subd. 3. Public Works Services Worker 2 Division Assignment

Whenever there is a vacancy in a division, the employer will solicit interest from employees for the assignment, first within the division where the vacancy occurs. If there is no interest, employees from other divisions may be solicited. The assignment will be made to the most senior, qualified employee of those expressing interest. However, incoming employees may not displace or bump less senior employees from the division or their assigned job.

Subd. 4. Job Assignments within Division

The Employer shall make job assignments based on the needs of the Employer, the qualifications of the employee, the interest of the employee, and all else being equal, the seniority of the employee when compared to other qualified members. City or classification seniority does not result in an entitlement to any particular assignment. Each division or work unit, as determined by the division director, will develop and post the procedures that will be used to make job assignments. The procedures will be developed with input from the employees and will not be changes without a meet and confer with the Union.

Section 6.05 - Seniority Lists

The Employer shall post a seniority list at least once every six (6) months which shall specify the equipment which each employee is qualified to operate.

ARTICLE 7
FILLING VACANT POSITIONS

Section 7.01 - 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 upon ratification of this Agreement and shall be applicable to all Examination Plans conducted for the purpose of filling vacant bargaining unit positions. Examination Plans and eligibility lists which were in process and/or which existed prior to ratification shall be governed by the provisions of the Labor Agreement between the Parties in effect at the time of the posting.

Section 7.02 - Examination Plans and Applications

Examination Plans, when offered, shall be posted for a period of not less than ten (10) calendar days. The Examination Plan shall set forth the title, salary, nature of work to be performed, minimum qualifications, passing score(s) for the Examination Plan and all test components, the place and manner of making applications and the closing date applications will be received. The Employer may establish a definite or an indefinite closing date for the filing of applications. If the Employer has established an indefinite closing date, it must notify employees of any fixed closing date, later determined, by a posting adjacent to the originally posted Examination Plan. An applicant's eligibility begins on the date their name was added to a list of eligibles. Examination Plans for newly created positions and/or for positions for which the title, salary, nature of work to be performed and/or minimum qualifications are materially different from the Examination Plans previously used, shall not be finalized by the Employer until the affected Union representative has had at least seven (7) calendar days to review the proposed Examination Plan and provide the Union's input into the Examination Plan development process.

Exams shall be posted for at least 10 calendar days.

Section 7.03 - Examination of Qualified Applicants

Subd. 1. Examination Times

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

Subd. 2. Examination Scores

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

A. Eighty percent (80%) of the total examination score shall be based upon the results of each applicant's test score(s). Such tests shall be developed by the Employer and may consist of more than one component.

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

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

Section 7.04 - Eligibles and List of Eligibles

Subd. 1. Passing Score

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

Subd. 2. List of Eligibles - Examination Plans

The names of those applicants who have passed an examination shall be placed on a list of eligibles in descending order of their total examination scores in addition to any Veteran's Preference points, if applicable. In the event two or more eligibles hold identical total examination scores, their names shall be placed on the list of eligibles in the order of their respective City seniority; i.e., the name(s) of the senior eligible(s) shall be placed over the name(s) of the junior eligible(s) provided, however, the names of veterans shall always be placed over the names of non-veterans who hold identical scores. Applicants on a list of eligible candidates shall be selected for promotion in accordance with state law and/or civil service rules.

Subd. 3. List Expiration

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

Section 7.05 - Lateral Transfers

Employees may request to be transferred to a vacant position within their classification in another division and may be transferred pursuant to such request with the written approval of their division director, the involved appointing authority and the Employer's Director, Labor Relations. Such transferred employees shall serve a three (3) month probationary period in the new position. If removed by the appointing authority during the probationary period, the involved employee shall be reassigned a vacant position within the classification or, if none is available, to their previous position.

Section 7.06 - Permits (Casuals) and Details

Subd. 1. Use of Casual Employees

Casual employees are to supplement the City of Minneapolis's permanent workforce. The Union shall make its best effort to maintain a list of employees in accordance with its hiring hall practices. The City agrees to access casual employees from the Local 49 hiring hall and to pay the wages and benefits in accordance with Article VI of the Highway and Heavy Agreement now in effect between the Union and the Associated General Contractors of Minnesota is hereby incorporated by reference. The intention of this incorporation is as follows:

a) To provide qualified operators to the City for requisite tasks
b) To provide individuals who want to work for the City in a timely fashion
c) To allow City preferences in selection under enumerated circumstances
d) To utilize the benefits of the Union's hiring hall

All casual employees serve at the pleasure of the City of Minneapolis. Casual employees provided by the union shall be paid the appropriate wage rates established by the Highway and Heavy Agreement then in effect between the Union and the Associated General Contractors of Minnesota (AGC), and appropriate AGC fringe benefit contributions shall also be paid to the jointly trusted funds identified therein

The term "casual" employee replaces the term "permit" or temporary employee used in previous labor agreements.

Casual employees as referenced above shall replace and discontinue the Civil Service identified and past practice of utilizing Permit employees.

Subd. 2. Details

The Employer may select employees for temporary duty in other classifications and/or positions (details) and/or utilize temporary employees (casuals) 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.

Section 7.07 - Position Audit and Class Maintenance Studies

Subd. 1. Position Audit

Unless otherwise ordered by a court of competent jurisdiction, an employee who believes their individual position has changed due to gradual changes over a period of time in the kind, responsibility, or difficulty of the work performed may request that their position be audited to assure proper classification. To request a position audit, the employee must submit a Job Analysis Questionnaire 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 affixed in accordance with Section 9.02, Subd. 2, Pay Upon Promotion. 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.

In the event the Job Audit results in a lower wage, the incumbent's wage may be frozen at his/her current rate until the new wage equals or exceeds the wage of the incumbent. Upon reclassification to a position providing a lower maximum salary, the involved incumbent employee may also request that the reclassification be considered to be a layoff. If so requested, the provisions of Article 8 (*Layoff and Recall From Layoff*) shall be applied. In the alternative, the involved incumbent employee may elect to remain in the reclassified position and the incumbent employee's pay shall be determined in accordance with Section 9.03, Subd. 3 of this Agreement.

Subd. 2. Class Maintenance Studies

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

If a class or group of positions is reclassified pursuant to a class maintenance study to a class providing a higher maximum salary, no vacancy shall be deemed to have been created. The involved incumbent employees may elect to remain in the reclassified position and their pay shall be determined in accordance with Section 9.03, Subd. 3 of this Agreement. The effective date of the reclassification for pay purposes shall be January 1st of the calendar year following completion of the study. Incumbent employees shall maintain the classification seniority date of their previous classification as the classification seniority date of the new classification. The provisions of this section shall apply only to the incumbent employees who have been permanently certified to the involved positions.

If a class or group of positions are reclassified pursuant to a class maintenance study to a class providing a lower maximum salary, the incumbent employees' wages may be frozen at his/her current rate until the new wage schedule equals or exceeds the wage of the incumbent. As an alternative, the involved incumbent employees may request that the reclassification be considered to be a layoff. If so requested, the provisions of Article 8 (Layoff and Recall From Layoff) shall be applied.

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 ongoing schedule of class maintenance studies that provides for a maintenance study on a rotating basis at least every four (4) calendar years. Such studies may be done more frequently as needed to maintain the integrity of the classification system.

Section 7.08 - Detail to Foreman

Details to the position of Foreman shall be made subject to the following conditions:

a) All assignments to the position Foreman shall be made in writing and in increments of not less than eight (8) hours.
b) Any employee assigned Foreman duties for five (5) consecutive days or more shall be "detailed" to the position.
c) All details to the position Foreman shall be paid in accordance of the 5% rule provided that no employee is paid less than Step 2 of the Foreman wage rate.
d) The Employer may "detail" any Employee to the position Foreman Auto Mechanic for less than five (5) days.
e) After five (5) days of intermittent assignment to the position of Foreman Auto Mechanic, Equipment Repair during the calendar year, employees shall be "detailed" to the position for each subsequent assignment of eight (8) hours or more.

ARTICLE 8
PROBATIONARY PERIODS, WORK EVALUATIONS AND TEMPORARY EMPLOYEES

Section 8.01 - Probationary Periods

A candidate selected to fill a vacant position shall serve an initial or promotional probationary period as applicable. All initial probationary periods shall be twelve (12) months in duration and all promotional probationary periods except for Public Works Service Worker II shall be six (6) months in duration. Employees promoted to the classification Public Works Service Worker II shall serve a twelve (12) month probationary period. An employee may be removed from the position at the discretion of the appointing authority during the probationary period. Such removal shall not be subject to the grievance/arbitration provisions of this Agreement. Removal during an employee's initial probationary period shall result in termination of employment. An employee removed during a promotional probationary period, however, shall have the right to return to a vacant position in his/her previous classification, or if none is available, to his/her previous position. Time spent in temporary duty in the position immediately preceding the appointment shall count towards satisfaction of the probationary period, benefits eligibility (without retroactivity) and pay progression requirements.

Section 8.02 - Layoffs and Bumping

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

Subd. 1. General Order of Layoff

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. For the purposes of this article, there shall be separate seniority between permanent year-round employees and permanent intermittent employees.

Subd. 3. Bumping

Employees who are laid off shall have their names placed on a layoff list for their classification. Such employees who have at least two (2) years of City seniority shall have the right to displace (*bump*) the employee of lesser City seniority who was last certified to progressively lower paid classification(s) previously held permanently (i.e., one in which the probationary period was satisfactorily completed) by the laid off employee and in which job performance was deemed by the Employer to be satisfactory which is lower than the original classification of the laid off employee. In all cases, however, the bumping employee must meet the current minimum qualifications of the claimed position and must be qualified to perform the required work.

Section 8.03 - Notice of Layoff

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

Section 8.04 - Recall from Layoff

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

Section 8.05 - Application and Scope

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

Section 8.06 - Exceptions

The following exceptions may be observed:

Subd. 1. Mutual Agreement

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

Subd. 2. Emergency Retention

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

ARTICLE 9
WAGES AND PAYROLLS

Section 9.01 - Classifications and Rates of Pay

Subd. 1. General

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

Subd. 2. Job Classification System

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

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

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

(c) Positions shall be classified based upon their job-related contributions and/or assessed value to the 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 9.02 - Pay Progressions

Subd. 1. General

All employees shall be eligible to be considered for advancement to the next higher step within the pay range for their classification, if applicable, upon the completion of each twelve (12) months of *actual paid service* in such classification. However, pay progression will be suspended for the year 2012. 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 thereof. All such denials or delays shall be grievable under the provisions of Article 4 (Settlement of Disputes) of this Agreement. Effective January 1, 2005 all increases approved pursuant to this section shall be made effective at the beginning of the pay period nearest the anniversary date.

Subd. 2. Pay Upon Promotion

The salary of an employee who advances from one grade to a higher grade shall be the increment nearest the salary last received by such employee in the lower classification plus 5%. In determining the wage received in the lower classification, the wage shall be the average wage in the forty (40) work days immediately prior to the promotion, including all skill based premiums, specifically excluding any shift differentials. The employee shall be advanced thereafter in accordance with subdivision 1 above. The provision of this subdivision shall also be applicable whenever an employee is detailed to perform all or substantially all of the duties of a higher-paid classification but they shall not be applicable to the apprenticeship progressions as set forth in Appendix "A" of this Agreement. Apprentice employees shall be compensated at the appropriate step based upon their actual paid service within the meaning of subdivision 1 above and the number of service hours at each apprentice level. In the event that the employee achieves a step increase while serving in a detail capacity, the employee's pay will be re-computed based upon their new wage in their permanently certified title. An employee who voluntarily demotes to their previous position within twelve (12) calendar months following promotion shall be returned to the same pay step which was applicable immediately prior to the promotion.

Subd. 3. 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. 4. Pay Upon Demotion

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

The salary of an employee who is demoted for disciplinary reasons from one classification to another which provides for a lower maximum salary, shall be the same step which the employee had before the demotion; however, the employee shall not be placed on a step which provides for a lower salary than the employee had prior to the promotion. Thereafter, the employee shall increase in accordance with subdivision 1 of this article.

Section 9.03 - Payrolls and Paydays

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

Section 9.04 - Benefits Calculations and Accruals

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

Section 9.05 – Premiums and Longevity Pay

All premium and longevity payments shall be increased by the general increase applied to the rates of pay as stated in the attached appendix, if any.

ARTICLE 10
HOURS OF WORK AND OVERTIME

Section 10.01 - Work Day and Work Week Defined

Subd. 1. Paid Time Off

To the extent possible, Compensatory Time, Vacation, Holiday, and Sick pay shall be paid at the rate of the majority of the hours worked during the year. This shall include the Sick Leave Severance of Article 16.

Subd. 2. Normal Work Day and Work Week Configuration

The normal work day shall be eight (8) hours of work and the normal work week, regardless of shift arrangements, shall be forty (40) hours of work.

The normal work week shall begin at 12:01 a.m. each Sunday and shall consist of seven (7) consecutive twenty-four (24) hour periods. Nothing herein shall be construed as a guarantee of hours of

work per day or per week nor as a restriction upon the Employer's right to change the beginning of the work week with ten (10) calendar days' advance notice to the Union and employees.

Subd. 3. Departures From the Normal Work Schedule

Should it be necessary for the department to temporarily establish work schedules departing from the normal work schedule, in other than an emergency as defined by the Director of Public Works or his/her designee or as defined in Section 10.04, Subd. 9, notice of such change shall be given to the employee seventy-two (72) hours in advance when practicable.

Ten-Hour Schedule

If the Employer has a need to establish a ten (10) hour day, four day a week, regular work schedule, the schedules shall be filled by first requesting volunteers in order of seniority from among the qualified employees. If there are an insufficient number of volunteers, the Employer may assign qualified employees in reverse seniority order. Under such assignments, employees will be eligible for overtime at the rate of one and one-half (1½) times their regular hourly rate of pay after ten (10) hours of work in a workday, or after forty (40) hours of work, inclusive of sick, vacation, and holiday pay in a work week. Such employees shall also be eligible for overtime at the rate of two (2) time their regular hourly rate of pay on the 6th and 7th consecutive day of work, exclusive of sick, vacation, holiday pay or compensatory time. Additionally, such schedules and employees shall be subject to the following:

a) The affected employees will be provided with fourteen (14) or more calendar days of notice before the effective date of the schedule.
b) The notice will clearly identify the days to be worked, and the schedule will consist of consecutive days of work.
c) The notice will project the duration of the schedule.
d) If the project is to end prior to the projected duration, employees will be provided with at least fourteen (14) calendar days' notice.
e) While the schedule is in effect, employees will be assured work unless work is canceled due to inclement weather.
f) Employees will be required to use ten (10) hours of accrued leave time for each day of sick or vacation used.
g) Employees will be granted eight (8) hours of pay for each holiday; however, the employee may use up to two (2) hour of vacation or compensatory pay to complete their workweek.

Section 10.02 - Rest Periods

One (1) rest period of fifteen (15) minutes duration shall be granted each morning at a time compatible with the state or progress of the job as defined by the foreman. The rest period shall be taken on the work-site unless explicitly permitted otherwise by the foreman with the concurrence of the general foreman.

Section 10.03 - Show-Up and Call Back to Duty Time

a. Show-up
Employees not otherwise notified, who report for regularly scheduled work at the job site, or at any equipment dispatching site, shall receive two (2) hours pay. To qualify for such show-up time pay, the employee shall be obligated to remain on the job site until such time as released by the foreman and to work during this time if called upon to do so by the foreman.

b. Call Back to Duty
If an employee is called to work at an unscheduled time, he/she will be paid for a minimum of four (4) hours at either his/her straight-time or overtime rate as determined by the work week and regular schedule. If the employee is required to work for more than four (4) hours, he/she will be paid for all hours worked at either his/her straight-time or overtime rate.

c. Limited Workday
If an employee is required to work consecutively through the sixth hour during a normal workday, and there is no more work to complete, the employee shall receive pay for eight (8) hours.

Section 10.04 - Overtime Work and Pay

Subd. 1. Overtime Work and Pay

Employees may be required to work a reasonable amount of overtime as assigned by the Employer. All overtime work must be approved in advance. When authorized by departmental policy and approved in advance by an eligible employee's supervisor, compensatory time may be granted to employees in lieu of overtime pay. In no case shall overtime pay or compensatory time be granted to employees in grades twelve (12) and above. The overtime pay/compensatory time status codes set forth in Appendix "A" of this Agreement (*OTC 1, 2, 3, or 4*) shall be applicable to bargaining unit employees as defined below:

OTC Codes 2. Overtime pay or compensatory time shall be granted to employees at the rate of one and one-half (1½) times their regular hourly rate of pay for all time worked in excess of eight (8) hours per day, except as identified in Article 10, Section 10.01, Subd. 3, regarding 10-hour days, or for all time worked in excess of forty (40) hours per week and at the rate of two (2) times their regular hourly rate of pay for all time worked on the seventh (7th) consecutive day of work. Compressed work week arrangements, voluntarily agreed upon by employees and their supervisors, shall be exempt from the daily overtime provisions of this paragraph.

A maximum of fifty-six (56) hours of compensatory time may be accumulated unless the City Council has authorized up to one hundred twenty (120) hours for employees assigned to work on a special project basis or has authorized pay for compensatory time on a special project basis when funds are available for such purposes. Compensatory time, when used, must be scheduled and approved in advance in the same manner as the scheduling and approval of vacation under this Agreement.

Subd. 2. Regular Rate of Pay and Overtime Calculations for City of Minneapolis' Non-exempt Employees

1. Compensatory time used will not be included in the calculation of hours worked for the purpose of reaching overtime thresholds;

2. Approved sick, bereavement, jury duty, paid holidays, and accrued vacation leaves from work will be included in the calculation of hours worked for the purpose of reaching daily or weekly overtime thresholds;

3. Employees may replace compensatory time used with accrued vacation time to meet the weekly overtime threshold. An employee may not use this provision to accrue or increase a negative balance of vacation time. This replacement must be done within the payroll period in which the overtime is worked;

4. Hourly premiums, shift differentials, hazard pay, longevity and any other negotiated pay benefits will be included in the calculation of the employee's "regular rate of pay";

5. All eligible paid leave time 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.

Subd. 3. No Duplication

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

Subd. 4. Overtime Priority

Unless an established procedure exists to the contrary, when work becomes available outside of an employee's scheduled shift, overtime shall be offered in the following manner:

a. Bargaining unit employees on a crew shall be offered daily work extensions that allow for workday continuation. If an employee is not available for overtime for the day, the Employer shall offer overtime to available qualified, regularly certified bargaining unit employees who can arrive at the job in a timely manner in classification seniority order within the division in which overtime is offered.

b. Available overtime work not associated with workday continuation shall be offered to qualified, regularly certified bargaining unit employees in classification seniority order.

Subd. 5. Double-Back Scheduling

No employee shall be deemed to have refused a work offer if the work is to commence within six (6) hours after the employee has worked a full shift, including overtime, provided this shall not apply in an emergency where all available operators have been assigned. Further, no employee shall be required to double-back for a second shift during the following eight (8) hour continuous period.

Subd. 6. Equipment Shop Overtime

A seniority rotation policy shall govern the assignment of overtime work for mechanics in each work location. Overtime assignments, except for work in progress, shall begin with the most senior qualified employee(s) on the shop's seniority list. Subsequent overtime work assignments shall begin with the next most senior employee(s). All hours that an employee is unavailable for overtime work and all hours for which an employee refuses to accept an overtime work assignment (by failing to answer two calls for overtime work) shall be recorded as time worked, though not paid, for purposes of overtime seniority rotation. A list of employees' statuses regarding overtime hours worked or recorded shall be posted weekly at the shop.

Subd. 7. Inclement Weather Time

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 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.

Subd. 8. Winter Season Leaves of Absence

Up to two (2) affected Employees at any one time may, upon request, be granted a personal leave of absence without pay and benefits during the **winter** season for periods of at least thirty (30) calendar days in duration. Such approved employees shall not be available for work assignments during the leave period and, as such, shall not be eligible for unemployment compensation or any of the compensation benefits of this Agreement. Requests received by October 1 of each year shall be granted on a seniority

basis. Responses shall be provided by October 15, else the employee is approved. Thereafter, such requests may be granted on a first-come, first served basis.

Subd. 9. Twelve-hour Shifts

On occasions when employees are required to work a twelve-hour shift or longer, the shift shall include a paid lunch period.

Subd. 10. Disaster/Catastrophe Work Assignments

In the event of a major disaster or catastrophe (not snow or ice emergencies as defined by Minneapolis Ordinance), assignment protocol is suspended; employees work as assigned without regard to seniority. Overtime shall be paid after forty (40) hours at one-and-one-half (1 ½) times their hourly rate and double time after 48 hours of work. The Public Works Director shall notify the Union as soon as reasonably possible, but in all cases within 72 hours of the declaration.

Section 10.05 – Shift Differential

The Employer agrees to pay a Shift Differential as set forth in the salary schedule Appendix A for all work shifts that have a regular starting time between 12:00 p.m. (noon) and 6:00 a.m. or for all work shifts that have a regular schedule that includes a Saturday or Sunday. "Regular" is defined as continuously assigned for two or more consecutive weeks. The Employer also agrees to apply all across-the-board wage adjustments to the differential, if any.

The differentials shall be applied to all compensated hours paid to the employee regularly assigned to the shift. The shift differential is retroactive to the first day of the assigned shift.

ARTICLE 11
VACATIONS

Section 11.01 - Vacations With Pay

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

Section 11.02 - Eligibility: Full-Time Employees

Vacations with pay shall be granted to permanently certified employees who work one-half (½) time or more and who have completed six (6) months of continuous service. Vacation time will be determined on the basis of continuous years of service, including time in an unclassified position immediately preceding appointment or reappointment to a classified position. For purposes of this article, *continuous years of service* shall be determined in accordance with the following:

Subd. 1. Credit During Authorized Leaves of Absence

Time on authorized leave of absence without pay, except to serve in an unclassified position, shall not be credited toward years of service, but neither shall it be considered to interrupt the periods of

employment before and after leave of absence, provided an employee has accepted employment to the first available position upon expiration of the authorized leave of absence.

Subd. 2. Credit During Involuntary Layoffs

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

Subd. 3. Credit During Periods on Disability Pension

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

Subd. 4. Credit During Military Leaves of Absence

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

Section 11.03 - Eligibility: Intermittent and Part-Time Employees

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

Section 11.04 - Vacation Benefit Levels

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

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

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

Section 11.05 - Vacation Accruals and Calculation

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

Subd. 1. Accruals and Maximum Accruals

Vacation benefits shall be calculated on a direct proportion basis for all hours of credited work other than overtime and without regard to the calendar year. Benefits may be cumulative up to and including fifty (50) days. Accrued benefits in excess of fifty (50) days shall not be recorded and shall be considered lost.

Subd. 2. Vacation Usage and Charges Against Accruals

Vacation shall begin on the first working day an employee is absent from duty. When said vacation includes a holiday, the holiday will not be considered as one of the vacation days.

Section 11.06 - Vacation Pay Rates

Subd. 1. Normal

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

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

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

Section 11.07 - Scheduling Vacations

Vacations are to be scheduled in advance or 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 reserves the right to determine the maximum number of employees to be scheduled on vacation at any one time within any job classification provided it publicizes such limitation(s) in advance. The Employer shall not be required to approve vacation requests in excess of such published limitations but may do so when it alone determines that such additional vacations will not have an adverse impact on its operation. No vacation shall be assigned by the Employer or deducted from the employee's account as disciplinary action. In addition, employees may take available vacation days during a work week which is shorter than forty (40) hours. Such requests for fill-in vacation days can be made through the Monday following the work week in question and may not be used to create overtime pay.

Section 11.08 - Vacation Upon Separation

Upon separation, one-hundred percent (100%) of an employee’s accrued unused vacation shall be deposited into the Health Care Savings Plan (MSRS). The deposit shall occur within thirty (30) days of the date of separation, provided however, that in the case of involuntary termination, this deposit shall

occur only after final disposition is reached or all timelines to contest the discharge have expired, whichever is later.

ARTICLE 12
HOLIDAYS

Section 12.01 - Holidays With Pay

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

Section 12.02 - Eligibility and Pay

Subd. 1. Eligibility

Permanent employees shall be entitled to holiday pay provided such employee has worked at least two (2) hours on the last working day immediately before and at least two (2) hours on the next working day immediately after such holiday or, such employee is on a paid leave of absence, vacation or sick leave properly granted or has been required to work on the holiday. Employees shall be permitted the use of vacation benefits for each of the days of work or paid leave which are necessary to establish holiday pay eligibility.

Subd. 2. Holiday Pay and Rate

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

Subd. 3. Holidays During Vacation and Sick Leave

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

Section 12.03 - Holidays Defined

Subd. 1. Schedule of Holidays

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

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Indigenous Peoples' Day (Columbus Day)
Veteran's Day
Thanksgiving Day
Day After Thanksgiving

Christmas Day

Subd. 2. Holidays Occurring on Weekends

When a day recognized by this Agreement as a holiday falls on a Sunday, the following Monday shall be considered to be the holiday. When a day recognized by this Agreement as a holiday falls on a Saturday, the preceding Friday shall be considered to be the holiday.

Section 12.04 - Holidays Worked

Employees who are eligible for holiday pay and who are compensated for overtime work at one and one-half (1½) times their hourly base rate of pay, shall be paid one and one-half (1½) times their hourly base rate of pay for each hour worked on a holiday in addition to the holiday pay for which they are entitled. Employees ineligible for holiday pay who are required to work on a holiday shall be granted compensatory time off at a time mutually agreed upon between involved employees and their supervisors.

Employees in the Solid Waste Division who are required to work the following Saturday because the designated major holiday fell on Friday shall be paid two (2) times their base rate of pay for the Saturday work.

Section 12.05 - Religious Holidays

Employees may observe religious holidays on days which do not fall on Sunday or on a holiday as defined in Section 12.03, Subd. 1, above. Such days off shall be taken off without pay unless 1) the employee has accumulated vacation benefits available in which case the employee shall be required to take such days off as vacation, or 2) the employee obtains supervisory approval to work an equivalent number of hours (at straight-time rates of pay) at some other time during the calendar year. The employee must notify the Employer at least ten (10) calendar days in advance of the religious holiday of his/her intent to observe such holiday. The Employer may waive this ten (10) calendar day requirement if the Employer determines that absence of such employee will not substantially interfere with its operation.

ARTICLE 13
LEAVES OF ABSENCE WITHOUT PAY

Section 13.01 - Leaves of Absence Without Pay

Leaves of absence without pay may be granted to permanent employees when authorized by 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 13.02 - Leaves of Absence Governed by Law

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

Subd. 1. Military Leave

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

Subd. 2. Appointive and Elective Office Leave

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

Subd. 3. Union Leave

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

Subd. 4. School Conference and Activities Leave

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

Subd. 5. Family Medical Leave

The City of Minneapolis fully complies with the federal Family and Medical Leave Act, 29 U.S. Code Chapter 28. See Family and Medical Leave Policy and Procedures at the City's Policy and Procedures web page.

Section 13.03 - Leaves of Absence Governed by this Agreement

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

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

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

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

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

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

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

Subd. 7. Budget leaves of absence may be granted to employees when, in the Employer's sole discretion, it is necessary to reduce its operating budget. Such leaves shall be without pay but seniority, vacation, sick leave and insurance benefits shall not be interrupted or lost on account of the leave. Budget leaves may not be 1) imposed involuntarily on employees, 2) approved for any other purpose, or 3) exceed ninety (90) calendar days in any calendar year.

ARTICLE 14
LEAVES OF ABSENCE WITH PAY

Section 14.01 - Leaves of Absence With Pay

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

Section 14.02 - Bereavement Leave

A paid leave of absence of three (3) working days shall be granted in the event an employee in the classified service suffers a death in his/her immediate family. Immediate family is defined as an employee's Parent, Stepparent, Spouse, *Registered Domestic Partner* within the meaning of Minneapolis *Code of Ordinances*, Chapter 142, Child, Stepchild, Brother, Sister, Stepbrother, Stepsister, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, Grandparent, Grandchild, Great Grandparent, Great Grandchild, or dependents of employee's household. For purposes of this subdivision, the term's *father-in-law* and *mother-in-law* shall be construed to include the father and mother of an employee's domestic partner.

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 circumstance. Intermittent use must be approved by the employee's supervisor. Approval will not be unreasonably withheld. In the event the supervisor does not approve, the employee may immediately appeal to the next upper level of the hierarchy.

Additional time off without pay, or use of available vacation time, shall be granted as may reasonably be required under individual demonstrated circumstances. Accrued and available leave balances (vacation, sick leave or compensatory time) may be used following current approval practices.

Section 14.03 - Jury Duty and Court Witness Leave

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

Section 14.04 - Military Leave

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

Section 14.05 - Olympic Competition Leave

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

Section 14.06 - 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.

Section 14.07 - Return From Leaves of Absence With Pay

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

ARTICLE 15
SICK LEAVE

Section 15.01 - Sick Leave

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

Section 15.02 - Definitions

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

Subd. 1. Chemical Dependency

Alcoholism and drug addiction shall be recognized as an illness. Sick leave pay for treatment of such illness shall be permitted in accordance with the provisions of the Family Medical Leave Act or for days while participating in a planned program of treatment and rehabilitation requiring absence from work. Additionally, employees who are required to complete a program prior to returning to work shall be eligible for the use of sick leave. The employee shall submit documentation of participation in order to qualify for sick leave usage.

Subd. 2. 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 or Ordinances* Chapter 142, parents, dependents other than their children and/or members of their household. The utilization of sick leave benefits under the provisions of this subparagraph shall be administered under the same terms as if such benefits were utilized in connection with the employee's own illness or injury. Additional time off without pay, or vacation, if available and requested in advance, shall be granted as may reasonably be required under individual demonstrated circumstances. Nothing in this subdivision limits the rights of employees under the provisions of Section 13.02, Subd. 5 (*Family Medical Leaves*) of this Agreement.

Section 15.03 - Eligibility, Accrual and Calculation of Sick Leave

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

Section 15.04 - Sick Leave Bank - Accrual

All earned sick leave shall be credited to the employee's sick leave *bank* for use as needed in compliance with Section 15.01 through Section 15.03, Section 10.04 subd. 6, Section 13.02 subd. 5 and Section 14.02 of this agreement.

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. In such cases of suspected fraudulent sick leave claim the supervisor may require an actual visit to an approved health care provider.

Five (5) or more consecutive days of sick leave shall require an appropriate health care provider in attendance and verification of such attendance. The term *in attendance* shall include telephonically-prescribed courses of treatment by a physician which are confirmed by a prescription or a written statement issued by the physician.

Section 15.05 - Interrupted Sick Leave

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

Section 15.06 - Sick Leave Termination

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

Section 15.07 - Employees on Suspension

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

Section 15.08 - Employees on Leave of Absence Without Pay

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

Section 15.09 - Workers' Compensation and Sick Leave

Employees in the classified service shall have the option of using available sick leave accruals, vacation accruals, or of receiving workers' compensation (if qualified under the provisions of the *Minnesota Workers' Compensation Statute*) where sickness or injury was incurred in the line of duty. If sick leave or vacation is used, payments of full salary shall include the workers' compensation to which the employees are entitled under the applicable statute, and the employees shall receipt for such compensation payments. If sick leave or vacation is used, the employees' sick leave or vacation credits shall be charged only for the number of days represented by the amount paid to them in excess of the workers' compensation payments to which they are entitled under the applicable statute. If an employee is required to reimburse

the Employer for the compensation payments thus received, by reason of the employee's settlement with a third party, his/her sick leave or vacation will be reinstated for the number of days which the reimbursement equals in terms of salary. In calculating the number of days, periods of one-half (½) day or more shall be considered as one (1) day and periods of less than one-half (½) day shall be disregarded.

Section 15.10 - Notification Required

Employees shall be required to notify their immediate supervisor as soon as possible of any occurrence within the scope of this article which prevents work. If the Employer has provided prework shift contact arrangements, employees shall be required to provide such notification no later than one (1) hour before the start of the work shift. If no such arrangements have been made, employees shall be required to provide such notification as soon as possible but in no event later than one-half (½) hour after the start of the shift.

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

Section 16.01 – Annual Sick Leave Credit Plan

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

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

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

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

i. *At Least Sixty (60) Days, But Less Than Ninety (90) Days*. Payment shall be made for the amount of sick leave accrued during the Accrual Year up to the amount indicated

by the employee on his/her election form. The amount of the payment shall be based on fifty percent (50%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

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

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

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

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

Section 16.02 - Accrued Sick Leave Separation Plan

Employees who separate 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 separated former employees who:

i. have separated from service; and

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

iii. as of the date of separation:

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

2. had reached sixty years of age, or

3. are required to separate 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 separation, he/she shall be deemed to have separated 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 separation, notwithstanding subsequent retroactive pay increases, for each day of accrued sick leave subject to a minimum of sixty (60) days.

d) 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 separation, provided however, that in the case of involuntary termination, this deposit shall occur only after final disposition is reached or all timelines to contest the discharge have expired, whichever is later.

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

ARTICLE 17
GROUP INSURANCE

Section 17.01 - Group Health Insurance

Subd. 1. Definitions

(a) **Benefit Eligible Employee.** A benefit eligible employee is an Employee who has met the benefit eligibility requirements under Subd. 2 of this Section 17.01.

(b) **Full-time Employee.** For the purposes of this Article, a Full-time Employee is an employee assigned to a position designated as .75 FTE or greater.

(c) **Part-time Employee.** For the purposes of this Article, a Part-time Employee is an employee who is assigned to a position that is designated as .5 FTE or greater but less than the time required to be a Full-time Employee.

(d) **Certified Employee.** A certified employee is an employee who has been hired by a City department from a list of candidates eligible to be hired.

Subd. 2. Benefit Eligibility Requirements

Group medical benefit coverage starts for Full-Time Employees [and Certified Part-time Employees] on the first day of the month following completion of one month of continuous employment, provided the employee has timely submitted the proper enrollment forms. For all other group benefits,

coverage starts for Certified Full-Time Employees [and Certified Part-time Employees] on the first day of the month following completion of one month of continuous employment, provided the employee has timely submitted the proper enrollment forms.

Where employees fail to meet eligibility requirements due to not being in active status, they will be eligible to enroll upon their return to active status.

Section 17.02 - Full-time Employee Benefits

Subd. 1. Group Medical Plan and HRA/VEBA

(a) Upon proper application, Benefit Eligible Employees will be enrolled, along with their eligible dependents if desired, as covered participants in one of the Employer's available medical plans and the HRA/VEBA and will be provided with the coverages specified therein.

(b) Contributions towards medical plan coverage and the HRA VEBA will be determined pursuant to the Letter of Agreement, which is attached to this Collective Bargaining Agreement and hereby incorporated as "Attachment 'D".

(c) Eligible employees may waive coverage under the Employer's available medical plans and by providing written evidence satisfactory to the Employer that they are covered by health insurance or have coverage from another source at the time of open enrollment and sign a waiver of coverage under the Employer's available plans.

(d) The Minneapolis Board of Business Agents will be entitled to select up to five representatives to participate with the Employer in negotiating with City of Minneapolis medical 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 representative of the employees. The representatives will have no authority to veto any decision made by the Employer. However, in no instance will this be interpreted as the bargaining units giving up their rights under MN Stat. 471.6161.

Subd. 2. Group Dental Plan

Upon proper application, Benefit Eligible Employees will be enrolled, along with their eligible dependents, in the Employer's group dental plan and will be provided with the coverages specified therein. The Employer will pay the required premiums for the plan on a single/family composite basis.

Subd. 3. Group Life Insurance

Benefit Eligible Employees will be enrolled in the Employers group term life insurance policy and will be provided with a death benefit of the lesser of one (1) times annual compensation as defined by the life insurance policy or fifty thousand dollars ($50,000.00). The Employer will pay the required premiums for the above amounts and will continue to provide arrangements for employees to purchase additional amounts of life insurance.

Subd. 4. MinneFlex Plan

Upon proper application, Benefit Eligible Employees will be enrolled in the Employer's

MinneFlex Plan. The Plan Document will control all questions of eligibility, enrollment, claims and benefits.

Subd. 5. Long Term Disability Insurance

Benefit Eligible Employees will be enrolled in the Employer's group long term disability insurance policy and will be provided with the coverages specified therein. The Employer will pay the required premiums for the policy.

Subd. 6. Coverage for Laid Off Seasonal Employees

Properly enrolled Benefit Eligible Employees who are intermittent (seasonal) employees will be eligible for the group medical plan and basic life insurance coverage during the period they are laid off as if such employees were actively employed. Coverage provided under the provisions of this section will be limited to the calendar month in which the autumn layoff occurs and the immediately following five (5) consecutive calendar months thereafter.

Section 17.03 - Metro Pass.

Provided the City participates in the Metro Pass program offered through Metro Transit, or other Metro Transit program, employees may enroll, following the guidelines and procedures as established by the Employer's Human Resources Department.

ARTICLE 18
WORK RULES

The Employer has reserved the right to establish and modify from time-to-time, reasonable rules and regulations which are not inconsistent with the provisions of this Agreement. The Employer shall meet and confer with the Union on additions or changes to existing rules and regulations prior to their implementation. Work rules shall include any citywide policy that provides a means to discipline employees.

ARTICLE 19
DISCRIMINATION PROHIBITED

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

ARTICLE 20
SAFETY

Section 20.01 - Mutual Responsibility

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

Section 20.02 - Safety Shoe Expense Reimbursements

A Safety Shoe Expense of $0.07 per hour, for all hours worked has been added to the salary schedule in lieu of reimbursement. Employees are no longer eligible for reimbursement; however, at the discretion of the employer, employees remain required to wear safety shoes or coverings in compliance with MOSHA regulations or as directed by his/her supervisor.

Section 20.03 - Medical Evaluations

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

Section 20.04 - Benefits During Workers' Compensation Absences

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

Upon return to work employees shall be credited for time served on workers' compensation or disability pension as the result of disability incurred on the job. Such time shall be used to the purpose of determining the amount of vacation to which they are entitled each year thereafter.

Section 20.05 - Drug and Alcohol Testing

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

ARTICLE 21
LABOR-MANAGEMENT COMMITTEE

The union and the employer agree to form and implement a Labor Management Committee (LMC). The LMC will consist of an equal number of representatives from both the union and the employer. 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, develop its own agenda, and be alternately chaired by representatives of the union and the employer.

ARTICLE 22
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 cause the termination of employment of any regular bargaining unit employee. 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 23
WORK UNIFORMS

The Employer shall furnish rental uniforms for use by employees in the following job classifications: *Automotive Mechanic, Welder—Shop, Transportation Specialist, and Foremen Auto Mechanic*. All rental uniform sets shall consist of three (3) cotton coveralls or five (5) shirts and five (5) pants. Coveralls shall be provided to the PWSWII regularly assigned to the Fridley Water Yard.

ARTICLE 24
TOOLS

Personally owned tools of employees which are stolen from the Employer's property shall be insured by the Employer at full replacement value. A proper police investigation which concludes that a theft has occurred and the satisfaction of a one-hundred dollar ($100.00) deductible per occurrence is required. A "tool allowance" is incorporated in the base wage rate for Mechanics covered by this agreement.

ARTICLE 25
LOSS OF DRIVERS LICENSE

Employees are required to hold a Commercial Drivers License (CDL) recognized by the State of Minnesota and are to have it in their possession at all times. For the purpose of this Agreement "loss of license" shall include any reason for the employee not having a CDL, including failure to renew.

The procedures below apply to loss of a CDL while in the employment of the City of Minneapolis. Final determination of status and severity of penalty shall be determined by the Minnesota Department of Transportation and may escalate or deescalate the penalties.

Valid means a license recognized by the State of Minnesota. For the purpose of this Agreement, "loss of license" shall mean the absence of the CDL for any reason. The procedures below apply to loss of the CDL while in the employment of the City of Minneapolis. Final determination of license status shall be determined by the Minnesota Department of Public Safety. Unless specifically defined, "days" shall mean "calendar days".

An employee required to have a CDL must provide notification to their supervisor within 24 hours, or not later than the next scheduled workday, if the CDL is lost or suspended. Effective with any wage adjustment under this collective bargaining agreement an employee who loses his/her CDL or driving privileges will be treated in the following manner:

Subd. 1. Loss of CDL for Non-Medical Related Reasons

a) The Employer shall provide the employee a work assignment that the employee can perform for up to thirty (30) days from the loss of the CDL.

b) During the 30-day period the employee will perform work as assigned by his/her supervisor.

c) Refusal to perform assigned work will result in the employee being placed on unpaid administrative leave for the remainder of the thirty (30) days.

d) If the employee regains his/her CDL within the thirty (30) day period, the employee shall be restored to the position from which he/she was relieved.

e) If the employee is not able to regain his/her CDL, within thirty (30) days, the employee will be assigned work not requiring a CDL at the sole discretion of the Employer. Such assignment will not result in "bumping", and the assigned employee will be paid at the appropriate rate for the title in which he/she is assigned. If no such work assignment is available, the employee will be placed on unpaid administrative leave for up to one hundred twenty (120) days from the date of the loss of the CDL or until the employee regains his/her CDL, whichever is less.

f) If the employee regains his/her CDL within one hundred twenty (120) days from the date of the loss of the CDL, the employee shall be returned in the job classification title from which he/she was relieved with no loss of seniority rights.

g) If the employee does not regain his/her CDL as required within one hundred twenty (120) days, the employee shall be laid off for a period not to exceed three (3) years from the date of the loss of the CDL in accordance with Article 8, Section 8.03.

h) Any employee who is laid off under this Subd. 1 will be allowed to cash out all accrued vacation and compensatory time during the (3) three-year employee layoff period. Partial cash outs are not allowed.

Subd. 2. Loss of CDL for Medical Related Reasons

a) The Employer will provide the employee a work assignment that the employee is able to perform for a period not to exceed one hundred twenty (120) days.

b) During this period the employee will perform work as assigned by his/her supervisor.

c) Refusal to perform assigned work will result in the employee being placed on medical lay off subject to the conditions in "e" below.

d) If the employee is able to regain his/her CDL within one hundred twenty (120) days the employee will be returned to the job classification title from which he/she was removed.

e) If the employee is unable to regain his/her CDL within the one hundred (120) days, the employee shall be placed on "medical" layoff and eligible to be recalled to a vacant position in the classification title from which he/she was laid off for a period not to exceed three (3) years from the date of the loss of license.

Subd. 3. Second Loss of Driver's License, including CDL

Any employee losing his/her license for a second time may be subject to termination. When considering whether to terminate, the Employer shall consider the following:

a) The employee's work record, length of employment, performance,
b) The reason for the loss of license, and
c) The likely duration of the loss of license

The decision to terminate or identify additional options shall be solely at the discretion of the Employer.

ARTICLE 26
COLLECTIVE BARGAINING

Section 26.01 - 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 26.02 - 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 there for, such provision shall be voided. All other provisions, however, shall continue in full force and effect.

ARTICLE 27
TERM OF AGREEMENT

Section 27.01 - Term of Agreement and Renewal

The provisions of this Agreement shall become effective on January 1, 2018, and shall remain in full force and effect through December 31, 2020. 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 27.02 - 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 manner set forth in the following section.

Section 27.03 - 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 *Public Employment Labor Relations Act* have been met.

[SIGNATURE PAGE TO FOLLOW]

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:

Laura J. Davis — Date
Director, Labor Relations

APPROVED AS TO FORM:

Assistant City Attorney — Date
For City Attorney

CITY OF MINNEAPOLIS:

Nuria Rivera-Vandermyde — Date
City Coordinator

COUNTERSIGNED:

Finance Officer — Date

FOR THE UNION:

Jason A. George — Date
Business Manager

Cory Bergerson — Date
Business Representative

Matt Bjorge — Date
Steward

Robert Boychuck — Date
Steward

Robert Larson Jr. — Date
Steward

Dean Kullhem — Date
Steward

ATTACHMENT "A"

LETTER OF AGREEMENT
Reasonable Suspicion Drug and Alcohol Testing

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

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

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

2. **WORK RULES**

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

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

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

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

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

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

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

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.

   a. If that evaluation determines that the employee has a chemical dependency or abuse problem, the Employer will give the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with an LADC or a physician trained in the diagnosis and treatment of chemical dependency.

   b. If the employee either refuses to participate in the counseling or rehabilitation program or fails to successfully complete the program, as evidenced by withdrawal or discharge from the program before its completion, the Employer may impose discipline, up to and including discharge.

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

B. **Suspensions and Transfers.**

1. **Pending Test Results From an Initial Screening Test or Confirmatory Test.** While awaiting the results from the Medical Review Officer, the employee shall be allowed to return to work unless the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other City employees, or the public, and the conduct upon which the employee became subject to drug and alcohol testing would, independent of the 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 thirty (30) calendar days of the date of mailing by the Employer of notice of the disciplinary action, regardless of status with respect to the probationary period. An employee who is a Veteran has a right to appeal to the Civil Service Commission a suspension of over thirty (30) days if the employee submits a notice of appeal within 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 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.).

DISTRIBUTION

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

12. **DEFINITIONS**

A. ***Confirmatory Test*** and ***Confirmatory Retest*** mean a drug or alcohol test that uses a method of analysis allowed by the Minnesota *Drug and Alcohol Testing in the Workplace Act* to be used for such purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Laura J. Davis Date
Director, Labor Relations

FOR THE UNION:

Cory Bergerson Date
Business Representative

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

INTERNATIONAL UNION of OPERATING ENGINEERS LOCAL #49, AFL-CIO

LETTER OF AGREEMENT
Job Bank and Related Matters

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

GENERAL PROVISIONS

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

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

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

JOB BANK PROCESS AND PROCEDURE

I. Job Bank Assignment

1. Regular (*permanently certified*) employees whose positions are eliminated shall receive formal, written notification to that effect from the appointing authority of the department to which they are assigned. If a position is to be eliminated in any department, the employee with the least amount of seniority in the particular job class within the impacted division/department

will be placed in the job bank, regardless of performance, assignment, function or other consideration. For the purposes of this section, a division is defined as an operational unit headed by a supervisory director or deputy who reports directly to a department head. If a department is of such a size as to have no distinct divisions, the department shall be treated as a division. Whether the layoff will be implemented relative to the least senior in a division or department will be determined by the terms of the Labor Agreement covering the impacted positions.

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

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

II. Job Bank Activities

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

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

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

minimum qualifications for the position.

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

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

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

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

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

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

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

The qualifications of an employee in the Job Bank or on a recall list shall be reviewed to determine whether he/she meets the qualifications for a vacant position. Whether the employee can be trained for a position within a reasonable time (not to exceed three months) shall be considered when determining the qualifications of an employee. If it is determined that the employee does not meet the qualifications for a vacant position, the employee may appeal to the Director of Human Resources. If it is determined that an employee in the Job Bank is qualified for a vacant position, the employee shall be selected. The appointing authority may appeal the issue of whether the employee is qualified. The dispute shall be presented to and resolved by the Job Bank Steering Committee.

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

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

3. During their assignment to the Job Bank, affected employees will be provided an opportunity to meet with the Employer's Placement Coordinator to discuss such matters as available employment opportunities with the Employer, skills assessments, training and/or retraining opportunities, out-placement assistance and related job transition subjects. Involvement in these activities will be at the discretion of the employee. Further, affected employees will be granted reasonable time off with pay for the purpose of attending approved skills assessment, training and job search activities. Displaced certified

temporary employees are eligible for the benefits described in this paragraph. These services shall be provided to the Job Bank employee at no cost to the employee.

III. Layoff, Bumping and Retirement Considerations

1. A "Primary Impact Employee" is an employee who enters the Job Bank due to the elimination of his/her position. A "Secondary Impact Employee" is an employee who enters the Job Bank because he/she may be displaced by a Primary Impact Employee. All affected employees may exercise the displacement, "bumping" and/or layoff rights immediately. A Primary Impact Employee must exercise displacement or bumping rights within forty-five (45) days of entering the Job Bank (or within twenty-two [22] days of entering the Job Bank for an employee entitled to 30-days in the Job Bank). A Primary Impact Employee who exercises his/her displacement or bumping rights within the first thirty (30) days from entering the Job Bank (within the first fifteen [15] days for an employee entitled to 30-days in the Job Bank) shall have 8 hours added to the employee's vacation bank. A Secondary Impact Employee must exercise his/her displacement or bumping rights within seven (7) calendar days of being displaced or bumped. Displacement and bumping rights shall be forfeited unless exercised by the deadlines specified in this paragraph or in the provisions of 2.a *iii*, Lateral Transfers, above. Regardless of when bumping rights are exercised, any change in the compensation of the employee resulting from the exercise of bumping rights shall not take effect until after the employee's term in the Job Bank would have expired had the employee remained in the Job Bank for the maximum period.

2. If an affected employee is unable to exercise any "bumping" rights, or forfeits their bumping rights, under the Agreement or other authority and has not been placed in another City position, the employee shall be laid off and placed on the appropriate recall list with all rights pursuant to the relevant Labor Agreement provisions, if any, and all applicable Civil Service rules. In addition, they shall be eligible for the benefits described as follows:
   i. 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.
   ii. The health/dental plan that shall be continued shall be the plan in effect for the employees as of the date of layoff.
   iii. 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, 2020. 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, 2020.

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, 2020.

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:

Laura J. Davis Date
Director, Labor Relations

FOR THE UNION:

Cory Bergerson Date
Business Representative

ATTACHMENT "C"

CITY OF MINNEAPOLIS

And

INTERNATIONAL UNION of OPERATING ENGINEERS LOCAL #49, AFL-CIO

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

The City of Minneapolis and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 49, AFL-CIO (hereinafter referred to as the ***Employer*** and the ***Union***, respectively or the ***Parties***, collectively) have entered into a collective bargaining agreement (the ***Agreement***) dated January 1, 2018 through December 31, 2020. The Agreement covers the terms and conditions of employment of certain employees of the Employer who are represented for purposes of collective bargaining by the Union. This Letter of Agreement outlines additional agreements between the Parties which were reached during the term of the Agreement and which the Parties now desire to confirm.

GENERAL PROVISIONS OF THE RETURN TO WORK PROGRAM:

The employee's Return to Work 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 a work injury arising out of and in the course of employment for the City. It is the employer's intention, to the extent feasible under the circumstances, to identify employment opportunities for employees through reassignment, retraining and out-placement support. One of the goals of the Return to Work/Job Bank is to minimize, to the extent possible, the disruption normally associated with work-related injuries and return to work in alternative 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 reasonably 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 /Claims Coordinator, and Qualified Rehabilitation Consultant will aid in determining alternate employment if the original department is unable to identify temporary job assignments. .

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 §20.860, 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:

(a) When injured employees are assigned to the Job Bank, they shall continue in temporary assignments 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.

(b) 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 assignment 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 employee's one hundred twenty (120) calendar day assignment to the Job Bank, no available or suitable position has been found, the injured employee will be separated from City services.

If eligible, injured employees may elect retirement from active employment under the provisions of 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:		**FOR THE UNION:**	
Laura J. Davis Director, Labor Relations	Date	Cory Bergerson Business Representative	Date

ATTACHMENT "D"

CITY OF MINNEAPOLIS

And

INTERNATIONAL UNION of OPERATING ENGINEERS LOCAL #49, AFL-CIO

LETTER OF AGREEMENT
2018 Health Care Insurance

WHEREAS, the City of Minneapolis (hereinafter "City") and the I.U.O.E. Local 49 (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, 2018;

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows for the period January 1, 2018 through December 31, 2018:

1. The City will offer medical plans administered by Medica. Employees can elect to enroll in one of five (5) provider options. Medica Elect is a managed care model, Medica Choice is an open access model, and Fairview, North Memorial, HealthEast Vantage with Medica, Park Nicollet First with Medica and Ridgeview Community Network are accountable care organizations (ACOs).

2. The City will continue a dual medical premium system that provides incentives for wellness program completion. The monthly medical premiums for subscribers who earn the required wellness program points by August 31, 2017 (the "wellness premiums") will be lower than the premiums for subscribers who do not earn the required wellness program points by August 31, 2017 (the "standard premiums"). Any changes to the wellness program requirements as described in the 2017 *My Health Rewards by Medica* brochure which is attached hereto and incorporated herein will be agreed upon by the Benefits Sub-committee of the Citywide Labor Management Committee. For 2018, the "wellness premium" will also apply to all employees who are newly enrolled in the medical plan after June 1, 2017.

3. For the period January 1, 2018 through December 31, 2018, the City will pay $554.00 per month for employees who elect single coverage under the medical plan. For the period January 1, 2018 through December 31, 2018, the City will pay $1,504.00 per month for employees who elect family coverage under the medical plan.

4. 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.

5. The Plan shall be administered by the City or, at the City's sole discretion, a third-party administrator.

6. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the City or, at the City's discretion, from a third-party administrator in accordance with the conditions contained in the 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 periodically to review the assets and investment options for the Trust.

7. The City shall pay the 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 the administration fee.

8. 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.

9. 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.

10. Future cost sharing of premium costs between the employer and employees for medical plan and/or Plan contributions will be determined by the Benefits Sub-committee of the Citywide Labor Management Committee; however, absent an agreement, the City shall bear 82.5% of any aggregate medical premium increase and the employees shall bear 17.5% of any aggregate medical premium increase.

11. The unions shall continue to be involved with the selection of and negotiations with the medical plan carrier.

12. This agreement does not provide the unions with veto power over the City's decisions.

13. This agreement does not negate the City's obligation to negotiate with the unions as described by Minn. Stat. § 471.6161, Subd. 5.

14. The terms of this agreement shall be incorporated into the Collective Bargaining Agreement as appropriate without additional negotiations.

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

FOR THE CITY OF MINNEAPOLIS:		**FOR THE UNION:**	
Laura J. Davis Director, Labor Relations	Date	Cory Bergerson Business Representative	Date

CITY OF MINNEAPOLIS

And

INTERNATIONAL UNION of OPERATING ENGINEERS LOCAL #49, AFL-CIO

LETTER OF AGREEMENT
2019 Health Plan

WHEREAS, the City of Minneapolis (hereinafter "City") and the I.U.O.E. Local 49 (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 the Health Plan beginning January 1, 2019;

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows for the period January 1, 2019 through December 31, 2019:

1. The City will offer a medical plan with five (5) provider options. Medica Elect is a managed care model, Medica Choice is an open access model, and Fairview, North Memorial, HealthEast Vantage with Medica, Park Nicollet First with Medica and Ridgeview Community Network are accountable care organizations (ACOs). Medica Self-Insured ("Medica") is providing certain administrative services, including claims processing, for all plan options

2. The City will continue a dual medical premium equivalent system that provides incentives for wellness program completion. The monthly medical premium equivalents for subscribers who earn the required wellness program points by August 31, 2018 (the "wellness premiums equivalents") will be lower than the premium equivalents for subscribers who do not earn the required wellness program points by August 31, 2018 (the "standard premium equivalents"). Any changes to the wellness program requirements as described in the 2018 *My Health Rewards by Medica* brochure which is attached hereto and incorporated herein will be agreed upon by the Benefits Sub-committee of the Citywide Labor Management Committee. For 2019, the "wellness premium equivalent" will also apply to all employees who are newly enrolled in the medical plan after June 1, 2018.

3. For the period January 1, 2019 through December 31, 2019, the City will pay $560.00 per month for employees who elect single coverage under the medical plan. For the period January 1, 2019 through December 31, 2019, the City will pay $1,522.00 per month for employees who elect family coverage under the medical plan. The total monthly rate and the respective employer and employee monthly contributions for the period for the period January 1, 2019 through December 31, 2019 are as set forth below.

4. The City will continue the Health Reimbursement Arrangement ("the HRA") which was established January 1, 2004 to provide reimbursement of eligible health expenses for participating employees, their spouse and other eligible dependents; and the Voluntary Employees' Beneficiary Association Trust (the "Trust") through which the HRA is funded.

5. The Plan shall be administered by the City or, at the City's sole discretion, a third party administrator.

6. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the City or, at the City's discretion, from a third party administrator in accordance with the conditions contained in the HRA. Representatives of the City and up to three representatives selected by the Minneapolis Board of Business Agents shall constitute the VEBA Investment Committee which shall meet periodically to review the assets and investment options for the Trust.

7. The City shall pay the administration fees for HRA members who are current employees and other expenses pursuant to the terms of the HRA. HRA members who have separated from service will be charged the administration fee.

8. The City will make a contribution to the HRA in the annual amount of $1,080.00 for employees who elect single coverage and $2,280.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such 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.

9. The Parties agree that, except for City contributions to the HRA, incentives, discounts or special payments provided to medical plan members that are not made to reimburse the member or his/her health care provider for health care services covered under the medical plan (e.g. incentives to use health club memberships or take health risk assessments) are not benefits for the purposes of calculating aggregate value of benefits pursuant to Minn. Stat. § 471.6161, Subd. 5.

10. Future cost sharing of medical premium equivalent costs between the employer and employees for the medical plan premium equivalents will be determined by the Benefits Sub-committee of the Citywide Labor Management Committee; however, absent an agreement, the City shall bear 82.5% of any aggregate medical premium equivalent increase and the employees shall bear 17.5% of any aggregate medical premium increase.

11. The unions shall continue to be involved with the selection of and negotiations with the medical plan carrier.

12. This agreement does not provide the unions with veto power over the City's decisions.

13. This agreement does not negate the City's obligation to negotiate with the unions as described by Minn. Stat. § 471.6161, Subd. 5.

14. The terms of this agreement shall be incorporated into the Collective Bargaining Agreement as appropriate without additional negotiations.

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

FOR THE CITY OF MINNEAPOLIS:

Laura J. Davis Date
Director, Labor Relations

FOR THE UNION:

Cory Bergerson Date
Business Representative

City of Minneapolis

2019 Monthly Medical Plan Rates

FINAL

Full Time Employees

Medical Plan	Full Cost	City Cost	City Semi-Mthly	Employee Contribution	Employee Semi-Mthly	HRA / VEBA Contribution	Annual HRA Contribution
Wellness Rates							
Medica Elect							
Single	$610.00	$560.00	$280.00	$50.00	$25.00	$90.00	$1,080.00
Family	$1,712.00	$1,522.00	$761.00	$190.00	$95.00	$190.00	$2,280.00
Medica Choice							
Single	$656.00	$560.00	$280.00	$96.00	$48.00	$90.00	$1,080.00
Family	$1,832.00	$1,522.00	$761.00	$310.00	$155.00	$190.00	$2,280.00
Medica ACO 1 Fairview, North Memorial, HealthEast							
Single	$584.00	$560.00	$280.00	$24.00	$12.00	$90.00	$1,080.00
Family	$1,632.00	$1,522.00	$761.00	$110.00	$55.00	$190.00	$2,280.00
Medica ACO 2 Park Nicollet							
Single	$566.00	$560.00	$280.00	$6.00	$3.00	$90.00	$1,080.00
Family	$1,586.00	$1,522.00	$761.00	$64.00	$32.00	$190.00	$2,280.00
Medica ACO 3 Ridgeview							
Single	$566.00	$560.00	$280.00	$6.00	$3.00	$90.00	$1,080.00
Family	$1,586.00	$1,522.00	$761.00	$64.00	$32.00	$190.00	$2,280.00
Standard Rates							
Medica Elect							
Single	$656.00	$560.00	$280.00	$96.00	$48.00	$90.00	$1,080.00
Family	$1,842.00	$1,522.00	$761.00	$320.00	$160.00	$190.00	$2,280.00
Medica Choice							
Single	$706.00	$560.00	$280.00	$146.00	$73.00	$90.00	$1,080.00
Family	$1,972.00	$1,522.00	$761.00	$450.00	$225.00	$190.00	$2,280.00
Medica ACO 1 Fairview, North Memorial, HealthEast							
Single	$626.00	$560.00	$280.00	$66.00	$33.00	$90.00	$1,080.00
Family	$1,752.00	$1,522.00	$761.00	$230.00	$115.00	$190.00	$2,280.00
Medica ACO 2 Park Nicollet							
Single	$608.00	$560.00	$280.00	$48.00	$24.00	$90.00	$1,080.00
Family	$1,706.00	$1,522.00	$761.00	$184.00	$92.00	$190.00	$2,280.00
Medica ACO 3 Ridgeview							
Single	$608.00	$560.00	$280.00	$48.00	$24.00	$90.00	$1,080.00
Family	$1,706.00	$1,522.00	$761.00	$184.00	$92.00	$190.00	$2,280.00

ATTACHMENT "E"

CITY OF MINNEAPOLIS

And

INTERNATIONAL UNION of OPERATING ENGINEERS LOCAL #49, AFL-CIO

LETTER OF AGREEMENT
Arbitrator Panel Maintenance

RECITALS

The City of Minneapolis (hereinafter "Employer") and the I.U.O.E. Local 49 (hereinafter "Union"), jointly "The Parties", are Parties to a Collective Bargaining Agreement (hereinafter "Labor Agreement") that is currently in effect.

Section 4.01, subd. 4 of the Labor Agreement provides for the creation of a panel of arbitrators to be used for grievance arbitration.

Section 4.01, subd. 4 of the Labor Agreement does not establish procedures for maintaining the panel of arbitrators.

The Parties now desire to establish procedures to be used to maintain the panel of arbitrators.

NOW THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. The panel will consist of no fewer than five (5) and no more than eight (8) arbitrators.

2. An arbitrator will be removed from the panel upon the occurrence of any of the following events:

    a. Written mutual agreement between the Employer and Minneapolis Board of Business Agents (MBBA) speaking for the unions who have agreed to the panel.

    b. The arbitrator is no longer on the BMS Panel.

    c. The arbitrator has resigned, retired, died, become disabled or has been unavailable to hear cases for a period of longer than twelve (12) months.

    d. The arbitrator no longer maintains a residence or office in the State of Minnesota, unless the Employer and the MBBA mutually agree to retain the arbitrator.

3. If there is a vacancy on the panel the following procedures will be used to fill the vacancy:

    a. First Step
        i. The Employer and the MBBA will each submit a list of five (5) arbitrators they propose to add to the panel to the President of the Minneapolis Board of Business Agents, or in his/her absence, the Labor Co-chairperson of the Minneapolis Citywide Labor Management Committee.
        ii. Any arbitrator whose name is common to both lists will be eligible for selection.
        iii. If the number of common names exceeds the number of vacancies, the Parties may:
            1. Keep all the commonly identified arbitrators for the Panel as long as the panel does not exceed 8 arbitrators, or
            2. Select via blind draw the name(s) to be selected to fill the vacancies.

    b. Second Step. If there are no common names on the lists submitted, then the Employer and the MBBA will:
        i. review the Bureau of Mediation Service's Roster of arbitrators;
        ii. eliminate all current Panel members;
        iii. eliminate each Roster member who does not maintain a residence or office in Minnesota, unless the Employer and the MBBA mutually agree to retain the "out-of-state" arbitrator;
        iv. independently strike the names of the number of arbitrators that represents 25% of the pool of Roster members that remains after step iii, above;
        v. Establish a list of the arbitrators whose names remain on the list after the preceding steps;
        vi. After the President of the Board of Business Agents or the Labor Co-chairperson of the Minneapolis Citywide Labor Management Committee has overseen a coin toss to determine which party will make the first strike from the remaining list, the Employer and the MBBA will use the "Alternate Strike" method to reduce the remaining list of arbitrators until the needed number is reached.

    c. An arbitrator selected from this process will be added to the panel, subject to his/her acceptance of the assignment and agreement as to availability, commitment and the acceptability of his/her established fee structure.

4. Periodically, but not less than once every three (3) years, the Employer and the MBBA will review the list, re-verify each arbitrator's availability and commitment, and approve the fee structure.

5. This Agreement will be appended to the Labor Agreement and will renew automatically with each successor Labor Agreement unless terminated or amended by the written agreement of the Parties.

FOR THE CITY OF MINNEAPOLIS:

Laura J. Davis — Date
Director, Labor Relations

FOR THE UNION:

Cory Bergerson — Date
Business Representative

ATTACHMENT "F"

CITY OF MINNEAPOLIS

And

INTERNATIONAL UNION of OPERATING ENGINEERS LOCAL #49, AFL-CIO

LETTER OF AGREEMENT
Negative Vacation Balances

WHEREAS the City of Minneapolis ("Employer") and the International Union of Operating Engineers, Local No. 49 ("Union") are parties to a collective bargaining agreement currently in effect ("Parties")

WHEREAS the Parties' negotiated a successor collective bargaining agreement effective January 1, 2018 through December 31, 2020

WHEREAS the Parties have a tentative agreement to remove from the collective bargaining agreement section 11.05, subds 2 and 3, which allowed for the accrual of negative vacation

WHEREAS some employees may have negative vacation balances when the new collective bargaining agreement becomes effective

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

Beginning on the date the Minneapolis City Council approves the parties' 2018 collective bargaining agreement, the Employer shall apply 50% of all vacation hours earned by an employee with a negative vacation balance to the employee's balance until it reaches zero.

FOR THE CITY OF MINNEAPOLIS:

Laura J. Davis Date
Director, Labor Relations

FOR THE UNION:

Cory Bergerson Date
Business Representative