

MINNEAPOLIS PARK AND RECREATION BOARD

and

CITY EMPLOYEES LOCAL #363

LABOR AGREEMENT

MAINTENANCE EMPLOYEES

For the Period:

January 1, 2014 through December 31, 2016

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**COLLECTIVE BARGAINING AGREEMENT COVERING
MAINTENANCE EMPLOYEES OF THE
MINNEAPOLIS PARK AND RECREATION BOARD
FOR JANUARY 1, 2014 THROUGH DECEMBER 31, 2016**

This Agreement is hereby made and entered into by and between the Minneapolis Park and Recreation Board (hereafter "Board") and the City Employee's Union, Local No. 363 (hereafter "Union").

ARTICLE 1 – UNION SECURITY

Section 1.01. Recognition

It is understood and agreed between the parties that Local 363 is the formally recognized representative in matters involving conditions of employment of the maintenance employees of the Board, as such, Local 363 is authorized under law to enter into this Collective Bargaining Agreement for and on behalf of the employees it represents, as shown by Appendices A through F hereto, which also sets forth the compensation for said employees and are hereby made part of this Agreement. In addition, Appendices A-F are attached hereto and hereby incorporated into this Agreement and made part of this Agreement.

Additionally, in recognition of the Union's commitment to support a work environment that is hospitable to all employees, the Union and the 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, supervisor, or manager.

Section 1.02. Union Dues And Fair Share Fees Check-Off

Subd. 1. Union Dues Payroll Deduction

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

Subd. 2. Fair Share Fee Payroll Deduction

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

shall certify to the Employer in writing the current amount of the fair share fee to be deducted as well as the names of bargaining unit employees required by the Union to pay the fee.

Section 1.03 Union Leave

Leaves of absence without pay to serve in an elective or appointive position in the Union shall be granted pursuant to applicable Minnesota statutes. Upon return to active employment, such employees shall be credited for time served on Union leave for the purpose of determining the amount of vacation to which they are entitled each year thereafter and for the further purpose of calculating longevity pay.

The employee further agrees that upon written request from the union after approval of the membership, a designated employee(s) shall be released from duty to perform union activities and paid at the top step of Parkkeeper Crewleader rate along with all benefits as if s/he were continuing to be at work. In return, each covered employee shall have his or her vacation balance reduced by three (3) hours annually. In the event an employee has insufficient hours in their vacation bank, their compensatory bank shall be reduced by the balance needed up to three (3) hours. It is understood the released employee may be either Park Board or City employee. Further the designated employee(s) shall have full reinstatement rights to their original position, or a similar position, when returning from union activities.

Section 1.04 Supplemental Laborers Industrial Pension

“The Minneapolis Park & Recreation Board (Employer) and City Employees Union Local #363 (Union) explored the feasibility and the processes necessary for implementation of the language and contributions required for employee participation the Laborers’ International Union of North America National (Industrial) Pension Fund (LIUNA). 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 LIUNA Pension Fund. The parties agree that the amount, which would otherwise be paid in salary or wages will be contributed instead to the Laborers’ International Union of North America National (Industrial) Pension Fund as pre-tax employer contributions. The Laborers’ International Union of North America National (Industrial) Pension Fund is a supplemental pension fund authorized by Minnesota Statutes, Section 356.24 subdivision 1(8)(2001). This pension is funded 100% by Local #363 members that work for the MPRB. In 2014 those members will be required to contribute \$1.07 per hour of their pay to the pension, in 2015 they will be required to contribute \$1.18 per hour of their pay to the pension, and in 2016 they will be required to contribute \$1.30 per hour of their pay to the pension. Employee wage reductions are the sole source of contribution to the Laborers International Union of North America National (Industrial) Pension Fund.”

The Employer agrees to implement mandatory pension increases as required by Laborer’s National Industrial Pension Fund. Any mandatory pension increases will be made in lieu of, not in addition to, the equivalent amount of wages that would otherwise have been paid to the member.

[Hourly wage + LIUNA contribution x % wage increase (if there is an increase) – LIUNA amount = new hourly wage

ARTICLE 2 – MANAGEMENT RIGHTS

The Board retains the full and unrestricted right to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE 3 – CIVIL SERVICE RULES

The Board and the Union agree that they will actively abide by, for the term of this Agreement, the existing Rules of the Minneapolis Civil Service Commission relating to the subjects of appointment, classification, disability leave, discipline, discharge, funeral leave, jury duty, layoff, probationary period, promotion, resignation, seniority, sick leave, holiday leave and vacation unless otherwise addressed herein. The Board and the Union will meet and confer about proposed changes to the Civil Service rules that may be considered during the term of this agreement and will provide the results of those discussions to the Civil Service Commission for its consideration.

ARTICLE 4 – GRIEVANCE PROCEDURE

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

Section 4.02. Any employee presenting a grievance may elect to be represented by a Union representative of the employee's choice at any step of the procedure.

Section 4.03. A grievance shall be resolved in the following manner:

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

Step 2: If a complaint is not resolved in Step 1, and the employee wishes to file a grievance, the Union shall, within seven (7) calendar days of the oral discussion with the immediate supervisor, serve a written copy of the grievance on the supervisor and the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the specific provisions of the Agreement allegedly violated, and the relief requested. The supervisor shall respond in writing to the employee, and to the Union, within seven (7) calendar days after receipt of the grievance.

Step 3: If a grievance is not resolved in Step 2 and the Union wishes to continue the grievance, the Union shall, within seven (7) calendar days after receipt of the supervisor's answer, present the written grievance to the appropriate Assistant Superintendent or his/her designee. The Assistant Superintendent shall give the Union and the employee the Board's written answer within seven (7) calendar days after receipt of the grievance.

Step 4: If the grievance is not resolved in Step 3 and the Union wishes to continue the grievance, the Union shall, within seven (7) calendar days after receipt of the Assistant Superintendent's answer, present the written grievance and replies to the Board's Superintendent or this person's designee who shall consider the grievance and shall give the Union the Board's written answer fourteen (14) calendar days after receipt of the grievance.

Step 5: If a grievance is not resolved in Step 4 and the Union wishes to continue the grievance, the Union may, within seven (7) calendar days after receipt of the answer of the Superintendent or this person's designee, refer the written grievance and replies to arbitration. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of notice of referral; and in the event the parties are

unable to agree upon an arbitrator within said seven (7) calendar day period, either party may request the Bureau of Mediation Services to submit a panel of seven (7) arbitrators. Both the Board and the Union shall have the right to alternately strike two (2) names from the panel. In the event the parties cannot agree on the party striking the first name, the decision will be decided by a flip of a coin. The remaining person shall be the arbitrator. The arbitrator shall be notified by a joint letter from the Board and the Union requesting that the arbitrator set a time and a place, subject to the availability of the Board and Union representatives.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provision of the Agreement. The Arbitrator shall be limited to only the specific written grievance submitted by the Board and the Union, and shall have no authority to make a decision on any issue not so submitted. The arbitrator shall submit a decision in writing within ten (10) days following the close of the hearing or the submission of briefs by the parties, whichever is the later, unless the parties agree to an extension thereof. The decision shall be based solely up to the arbitrator's interpretation of the meaning or application of the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

The fee and expenses of the arbitrator shall be divided equally between the Board and the Union; provided, however, that each party shall be responsible for compensating its own representative and witnesses.

Section 4.04. The Board and the Union agree that the grievance and arbitration procedures contained in this Agreement are the sole and exclusive means of resolving all grievances arising under this Agreement. At any stage of the proceeding, however, representatives of the Board and Union may meet and resolve the dispute without further formal action.

Section 4.05. The time limits established in this Article may be extended by mutual written consent of the Board, the employee, and the Union.

Section 4.06. If the grievance is not timely pursued within the prescribed time limits, said grievance shall be considered resolved on the basis of the last answer provided, and there shall be no further appeal or review. Should the Board not respond within the prescribed time limits, the grievance will proceed to the next step.

Section 4.07. When an employee has elected to pursue a remedy by state statute or Minneapolis City Charter for alleged conduct which may also be a violation of this Agreement, the employee shall not have simultaneous nor subsequent resort to this grievance procedure and the grievance then or thereafter processed shall be forever waived. The filing of a grievance based on the same issue or subject matter shall act as a bar for any action based on the same grievance brought in any court or administrative body pursuant to federal or state law, or Minneapolis City Charter provision. However, the filing of a grievance under this labor agreement does not prevent an employee from pursuing both the grievance and a charge of discrimination brought under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

ARTICLE 5 – WAGES AND PAYROLL

Section 5.01. Wage Rates

Salary rates shall be as listed in Appendix A.

Section 5.02. Payroll

Payroll periods shall be biweekly.

Section 5.03. Advancement

Salary of an employee who advances from one grade to another either permanently or on detail shall be at the next salary increment in the new grade which gives the employee at least a 4% increase. The only exception is when the advancement is to the top increment of the new range.

Section 5.04. Longevity

Longevity Pay shall be as specified in Appendix A.

Section 5.05 Detailing Foreman and Crewleader

Replacement of foremen and crewleaders when they are temporarily absent from work due to vacation, sickness, jury duty, military leave, etc. It has been determined that, in the best interests of the Park Board operation and the majority of the workforce, crewleaders will be detailed to foreman whenever the foreman is to be absent for three (3) days or more. Also, unit members will be detailed to crewleaders whenever a crewleader is to be absent for three (3) days or more.

Crewleaders will be detailed to foreman by each district, and unit members will be detailed to crewleader by each district.

This provides all crewleaders and unit members the opportunity to function as detail foreman and crewleader, if they have sufficient knowledge and experience in the district to make the necessary decisions. Each district has unique circumstances and the foreman should discuss this subject with their crewleaders and unit members and come to a common understanding.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

Section 6.01. General Terms

Hours of service will be scheduled by the employing officer with due regard to seniority and in accordance with the funds and work available, it being understood that this Agreement established an annual hours employment plan so that as many employees as possible shall be employed for a full year's work. There shall be established for each employee an individual accumulated hours of service account that shall apply to all employees represented by the Union. Compensatory time will be credited to the account as provided herein.

Withdrawal of credited hours shall be made in any payroll period where the employee's actual hours of service for the payroll period are less than eighty (80) hours. When working conditions necessitate it, and an employee who is not assigned work or who has a bona fide emergency and with proper approval may withdraw time from the account set out above at his/her rate. Employees may be offered days of voluntary work on an intermittent basis to ensure adequate yearly compensation.

Section 6.02. Regular Work Hours

The regular workday for employees shall be eight (8) hours and shall be determined from midnight of one day until midnight of the next day.

The normal workweek for employees shall be forty (40) hours, consisting of five consecutive workdays followed by two (2) days off. Those hours worked in excess of forty (40) in any workweek will be governed by the overtime section of this agreement.

Section 6.03. Scheduling of Hours

As determined by the Board, and only when deemed necessary by the Board, from May 15th to September 15th thirty one (31) Parkkeepers may be assigned a work week consisting of five (5) consecutive days of work followed by two (2) days off other than Monday through Friday and will be compensated at the Parkkeepers straight time rate of pay. The thirty-six (36) weekend positions include thirty-one (31) assigned to the Service Areas and five (5) assigned to Golf Courses. Incumbents in bids that do not currently have weekends as a condition of the bid are able to keep their Monday to Friday bid; the next time the bid is vacant, it will become a weekend bid. These weekend bids will first be filled on a voluntary basis from the Parkkeeper list and then in reverse order of seniority. It is the intent of the Parties that each covered employee shall be budgeted for at least 2080 hours of work annually.

There will be five (5) Foreman, Golf Course and (5) Parkkeepers, Golf Course assigned year-round to the Golf, Ice & Winter Programs Department. Foreman, Golf Course must obtain and retain Class A GCSAA membership; Parkkeepers, golf Course must obtain and retain Class 1 GCSAA membership. The employer will pay for their training. The timeframe by which current Foreman, Golf Course and Parkkeepers, Golf Course must obtain the required memberships will be specified by May 31, 2014. If current Foreman, Golf Course and Parkkeepers, Golf Course are not able to obtain membership within the required time period, they will be reassigned outside of the Golf, Ice and Winter Programs Department. Newly hired Foreman, Golf Course and Parkkeepers, Golf Course will be required to have the GCSAA memberships as specified above at time of hire. Employees in these assignments will not be eligible to participate in bid assignments as documented in Section 16.02 and will not be assigned to a particular golf course.

The normal workday, normal workweek and work schedule for Foreman, Golf Course shall be determined jointly by the employee and employer based on the level of maintenance reasonably required for the golf course to which the employee is assigned.

When an employee is assigned to work shift that begins between the hours of 4:00pm and 4:00am they shall be paid a shift differential of one dollar and thirty-six cents (\$1.36) per hour for all hours paid.

An employee shall be granted one and one half hours (1.5) time off with pay to participate in the employer scheduled interview or exam process for a Local 363 position with the Park Board if scheduled during their normal work day. Such hours are not considered hours worked and shall not contribute towards the calculation of overtime hours.

Section 6.04. Work Relief Periods

When no work stoppage is scheduled for lunch, no time deduction shall be made for a lunch period. All employees will be allowed two (2) work-relief periods per day not to exceed fifteen (15) minutes in mid-morning, and fifteen (15) minutes in mid-afternoon as scheduled by the supervisor during each full day worked, such relief to normally be taken on the job site, unless a different location is approved by the supervisor.

Section 6.05. Split Shifts

There will be no regularly scheduled split shifts.

Section 6.06. Overtime And Accrual Of Compensatory Time

Subd. 1. Overtime.

Authorized hours actually worked after eight (8) in any workday, or any holiday, or after forty (40) hours in any workweek will be considered overtime hours and shall be compensated at the rate of one and one-half (1½) times the employee's straight time rate of pay. Authorized hours actually worked on the seventh consecutive day of work shall be compensated at the rate of two (2) times the employee's straight time rate of pay; however the double-time rate shall not apply if the consecutive days of work result from a change to the employee's regular weekly work schedule. Once an employee becomes entitled to receive compensation at the double-time rate, the calculation period for "consecutive days of work" shall start over on the next calendar day following the day that triggered the double-time payment obligation. Notwithstanding the foregoing, during duly declared emergencies by the Board, employees will be compensated at the rate of one and one-half (1 ½) times the employee's rate of pay for all hours worked in excess of forty (40) hours in a work week, but neither the overtime after eight (8) hours nor the double-time on the seventh consecutive day provisions above shall apply.

Subd. 2. Compensation for Overtime Hours Worked

All bargaining unit employees shall be compensated for overtime hours worked in cash unless employee notifies foreman to place in the form of compensatory time-

Subd. 3. Compensatory Time Accrual and Use

For Maintenance and Forestry section employees, if there are over eighty (80) hours of compensatory time in an employee's accumulated hours of service account, the employer will reduce his/her account to eighty (80) hours by taking time off or may pay the employee in cash for those hours in excess of eighty (80). No reduction of hours below eighty (80) hours shall be made without the employee's consent. A maximum of eighty (80) hours of compensatory time will be allowed to remain in a unit members time bank.

The reduction of compensatory time banks at the discretion of the employer shall be made pursuant to the Annual Hours Plan which is a condition of employment for all employees in the affected job titles at the Minneapolis Park & Recreation Board.

All overtime and time worked on Memorial Day, Independence Day, and Labor Day shall be distributed as equally as is practicable among employees in the same classification. There shall be a public posting of hours credited. Overtime hours will not be pyramided.

Subd. 4. Hours Worked for the Purposes of Overtime Calculation

In calculating overtime hours, the following shall be included in the workweek: hours actually worked, vacation, sick leave, holidays, show-up and call-in times. To receive credit for overtime hours, the employee must actually work the hours credited or show up ready for work.

Section 6.07. Notice of Work Change

An employee will receive at least sixty (60) hours notice when he/she is not to work on any particular day and will give sixty (60) hours notice when the employee desires to take credited time off, except in the case of emergency of act of God, or when mutually agreed to between the employee and the Board.

Employees required to determine whether skating-related operations will proceed before they report for work shall make such inquiry between 8:00 p.m. and midnight of the preceding day, unless the day to be worked is Saturday, Sunday, or a holiday, and then such inquiry shall be made between 8:00 a.m. and 10:00 a.m. that day.

Employees being scheduled for availability duty on Saturday, Sunday, Holidays and sixth or seventh days at a golf course shall receive two (2) hours straight time cash pay for each day for such duty if not called to work. Such scheduling shall be with the prior permission of the appropriate General Manager or designee only. Such pay is in lieu of actual hours-worked pay or show up pay, not additional pay.

If any employee properly shows up for work, and no work is available, the employee shall receive two (2) hours pay if no work proceeds and a minimum of four (4) hours pay if work does proceed for at least one (1) hour.

Section 6.08. On Call

Employees may occasionally receive calls when off duty to assist in resolving issues that occur. It is expected that, when available, employees will respond. However, an employee who does not or is unable to respond during his/her off-duty time will not be subject to discipline for such lack of response unless he/she is "on call."

The term "on call" is limited to a status in which an employee, though off duty, is required by the Employer to be accessible and fully prepared to report for duty on short notice. Whenever practical, the employee will receive clear and written advance notice that will specify the date and hours that he/she is to be "on call." The scheduling of employees for "on call" duty should be reasonable, thus respecting the employee's personal life. The Employer shall establish by work rule the expectations associated with the on-call status.

An employee who is scheduled to be on call shall be compensated with two (2) hours at his/her regular straight time rate for each day or part thereof that he/she is on call if not called in to work. If called in to work, the employee will not receive the on call compensation for that day, but will be compensated for hours worked according to the call-in provisions of this agreement.

The "on call" employee is required to respond to telephone calls of up to an aggregate time of two (2) hours during the "on call" period without additional compensation. If the employee is required to spend more than two (2) hours on the telephone, the aggregate telephone time will be treated as a call-in.

Section 6.09. Distribution and Posting of Overtime - Maintenance & Special Services Section

Each scheduled overtime opportunity shall be offered on a voluntary basis by classification seniority on a rotating basis. If the employee should elect to turn down their opportunity they shall not be offered another opportunity until the rotation again affords them an option for overtime. In the event there are fewer volunteers than overtime opportunities the remaining overtime opportunities shall be assigned by reverse classification seniority within the district in which the overtime exists. A list of overtime worked/offered shall be posted in a conspicuous and accessible location within every District.

Section 6.10. Distribution and Posting of Overtime – Forestry Section

Each scheduled overtime opportunity shall be offered on a voluntary basis by classification seniority off of the “District Weekly Overtime Sign-Up Sheet.” In the event there are fewer volunteers than overtime opportunities, the remaining overtime opportunities shall be offered by overall classification seniority off of other Districts’ “Sign up Sheets.” If there are still too few volunteers then overtime shall be assigned in reverse seniority first by district in which the overtime exists, then by overall classification seniority. A list of overtime worked/offered shall be posted in a conspicuous and accessible location within every District.

ARTICLE 7 – VACATIONS

Vacation shall be granted in accordance with the Rules of the Minneapolis Civil Service Commission. A vacation schedule will be posted on May 15 of each year. Vacation leave shall be granted on a rotating basis in accordance with seniority when possible and scheduled to allow employees to make maximum use of their vacation on an equitable basis.

Section 7.01 – Vacation Scheduling

Vacations are to be scheduled in advance and taken at such reasonable times as approved by the Employer with particular regard to the needs of the Employer, seniority of the employee, and, insofar as practicable, with regard to the wishes of the employee.

Section 7.02. Vacation Pay Upon Retirement

Effective January 1, 2003, the value of any vacation balance due upon separation at retirement shall be deposited into the employee’s Post Retirement Health Care Savings Plan, as established in Minn. Stat. §352.98 as administered by the Minnesota State Retirement System.

ARTICLE 8 – HOLIDAYS

Section 8.01. Holidays Defined

All employees shall have the following paid holidays each year and any additional holidays that may be granted by the State Legislature:

New Year’s Day, January 1
Martin Luther King’s Birthday, the third Monday in January
Washington’s and Lincoln’s Birthdays, the third Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Christopher Columbus Day, the second Monday in October
Veteran’s Day, November 11
Thanksgiving Day, the fourth Thursday in November
The Friday after Thanksgiving Day
Christmas Day, December 25

Section 8.02. Holidays Falling on Weekend

When New Year's Day, January 1, Independence Day, July 4, Veterans' Day, November 11 or Christmas Day, December 25, fall on Sunday, the following day shall be a holiday; and when New Year's Day, January 1, Independence Day, July 4, Veterans' Day, November 11 or Christmas Day, December 25, fall on Saturday, the preceding day shall be a holiday.

Section 8.03. Eligibility for Holidays

No employee shall be entitled to any paid holiday unless the employee has worked at least two (2) hours on the last working day immediately before and the next working day immediately after such holiday, or is on regular vacation or sick leave properly granted.

Section 8.04. Work on a Holiday

If a holiday is worked by an employee, that employee shall receive premium overtime for the hours actually worked. The employee shall receive 8 hours of pay and have the option to have the premium paid in compensatory time.

ARTICLE 9 – SICK LEAVE

Section 9.01. Verification of Sick Leave Use

Any employee who is required to document their sick leave usage shall provide the employer with such documentation on the employer's *Employee Request for Sick Leave* form signed by an appropriate health care provider. Five or more consecutive days of sick leave will require the employee to provide documentation of the illness or injury from an appropriate health care provider "in attendance." "In attendance" will be interpreted to include a telephonically prescribed course of treatment by the doctor, which must be confirmed by a prescription or written statement by the doctor. Appropriate health care provider is defined as a Physicians Assistant, Registered Nurse, Licensed Practical Nurse, Physical Therapist, or similar person deemed by the HMO or medical provider as the appropriate person. Verification can be confirmed by a written statement on the medical provider's letterhead or prescription forms; or on the standard City of Minneapolis Employee Request for Sick Leave form.

Section 9.02. Accrued Sick Leave Retirement Plan

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

A. Payment for accrued but unused sick leave shall be made only to retired former employees who:

- i. have separated from service; and
- ii. as of the date of retirement had accrued sick leave credit of no less than sixty (60) days; and
- iii. as of the date of retirement had:
 1. no less than twenty (20) years of qualified service as computed for retirement purposes, or

2. who have reached sixty years of age, or
3. who are required to retire early because of either disability or having reached mandatory retirement age.

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

C. The amount payable to each employee qualified hereunder shall be one half (1/2) the daily rate of pay for the position held by the employee on the day of retirement, notwithstanding subsequent retroactive pay increases, for each day of accrued sick leave subject to a minimum of sixty (60) days.

D. The amount payable under this Section shall be paid in a lump sum following separation from employment but not more than sixty (60) days after the date of the employee's separation.

E. Effective January 1, 2003 and thereafter, 100% of the amount payable under this Section shall be deposited into the Health Care Savings Account (MSRS). This deposit shall occur within thirty (30) days of the date of retirement.

F. 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 10 – GROUP INSURANCE

Section 10.01. Insurance Coverage

All new permanent full time employees will be eligible for health, dental and life insurance benefits on the first day of the month after completion of thirty (30) days of employment. Employees will also be eligible to enroll at the same time in any plan which the Board may maintain such as the MinneFlex Plan, which is a plan qualified under Internal Revenue Code Section 125 to provide special tax advantages to employees.

Section 10.02. Health Insurance Premiums

Subd. 1 Employee and Employer contributions for health insurance will be made pursuant to Appendix B – Health Care Letter of Agreement.

Subd. 2. With regard to insurance coverage for the current year and thereafter, the Minneapolis Board of Business Agents shall be entitled to select up to five (5) representatives to participate with the Employer in negotiating with Health, Dental, Group Life Insurance, and Long Term Disability Providers regarding the terms, and conditions of coverage that are consistent with the benefits covered under the collective bargaining agreements between the Employer and the certified exclusive representatives of its employees. The

representatives shall have no authority to veto any decision made by the Employer. However, in no instance of this shall this be interpreted as the bargaining unit giving up their rights under MN Stat.471.6161 subd. 5.

Section 10.03. Dental Insurance Premiums

Employer will continue to pay full premium cost for dental insurance during the term of the agreement and a task force will be established to determine if improvements can be made to the dental plan.

Section 10.04. Life Insurance

Each employee eligible for insurance shall be enrolled in the city of Minneapolis group term life insurance and provided with \$50,000 coverage at no cost to the employee as presently arranged.

Section 10.03. Long Term Disability Insurance

Effective January 1, 2002, each permanent full-time employee shall be enrolled in the Employer's long-term disability insurance policy, such coverage to commence on the first day of the month after completion of thirty (30) days of employment.

ARTICLE 11 – BEREAVEMENT LEAVE

A leave of absence of five (5) working days with pay shall be granted at the time of death of an employee's parent or stepparent; spouse or registered domestic partner within the meaning of Minneapolis Code of Ordinances Chapter 142; child or stepchild; brother, sister, stepbrother, stepsister; parent-in-law, brother-in-law or sister-in-law; grandparent; grandchild; or household member. Bereavement Leave must be used within five (5) working days of the time of death or of the funeral, unless otherwise mutually agreed with the employee's supervisor in special circumstances. For the purposes of this provision, parent-in-law shall include the parent of the employee's domestic partner. Additional time off without pay or the use of vacation or compensatory time may be granted at the discretion of the employee's supervisor based on individually demonstrated circumstances.

ARTICLE 12 – FORESTRY TRANSFER

Forestry section employees shall be notified of opportunities in the maintenance section at or below their grade level and shall be offered opportunities to request a transfer to a Parkkeeper vacancy. Such transfers shall not be unreasonably denied. Forestry transfers to the Maintenance Division shall be limited to those with a minimum of five (5) years of service.

ARTICLE 13 – WORK RULES

Reasonable work rules will be formulated and posted.

ARTICLE 14 – LABOR RELATIONS

In order to improve and maintain positive labor relations, Board representatives and employee representatives shall meet quarterly to discuss subjects of mutual interest.

ARTICLE 15 – PRO-RATA BENEFITS

Benefits of this Agreement will be allowed on a pro-rata basis for all permanent employees, as defined in the Minneapolis Civil Service Rules that regularly work less than forty (40) hours per week.

ARTICLE 16 – BID ASSIGNMENTS

Section 16.01. Forestry

A. Seniority Bidding

- i. Applies to Arborists and Crew Leaders.
- ii. Occurs twice annually on or about November 1 and March 1.
- iii. All Arborists and Crew Leaders bid.
- iv. Bids will be awarded by seniority.
- v. If a bid opens in the middle of a bid cycle, the bid will be filled for the duration of the bid cycle by appointment by the District Foreman, if necessary.

B. HR reserves the right to intervene in an individual bid where safety of an individual(s) or efficiency of operations is at risk. An employee may choose to invite a Union representative to attend any meeting with HR prior to such intervention.

C. The bidding procedures may be modified upon mutual consent of the Board and Union.

Section 16.02. Maintenance

A. Seniority Bidding

- i. Applies to Parkkeepers, Crew Leaders and Gardeners.
- ii. Occurs twice annually on or about November 1 and March 1.
- iii. Occurs if an employee chooses to bid out of current bid or if a bid position becomes vacant.
 1. A notice of bid vacancy shall be posted for ten (10) days so others in same job classification can express interest.
 2. Interested parties shall notify the hiring authority of their interest in writing to fill the bid vacancy.
- iv. Bids will be awarded by seniority.
- v. If a bid opens in the middle of a bid cycle, the bid will be filled for the duration of the bid cycle by appointment by the District Foreman, if necessary.

B. HR reserves the right to intervene in an individual bid where safety of an individual(s) or

efficiency of operations is at risk. An employee may choose to invite a Union representative to attend any meeting with HR prior to such intervention.

- C. Thirty (30) Day Trial Period
 - i. Assignment shall be made on the basis of qualifications and seniority, and shall be for a trial period of no more than thirty (30) days. If during the trial period the Board determines the certified incumbent employee cannot handle the job, or at the employee's request, the employee shall return to the original assignment without loss of seniority after which, the next most senior interested employee shall have the remainder of the thirty (30) day trial period to consider the bid.

- D. The bidding procedures may be modified upon mutual consent of the Board and Union.

ARTICLE 17- DRIVERS'S LICENSE LOSS ACCOMMODATION PROCEDURE

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

Upon loss or suspension of Driver's License, the Employer agrees to accommodate said employee for a period not to exceed thirty (30) calendar days after the initial incident with no loss in pay; this accommodation may require the employee use their earned benefits to cover time off work while without driving privileges.

If after the thirty (30) calendar days after the initial incident the employee has not regained their driving privileges, the employee shall be temporarily assigned, including any change in wage, to a position not requiring a Driver's License for a period not to exceed ninety (90) calendar days (one hundred twenty (120) days from loss of driving privileges). Employees will retain their right to return to their bid or previous position for at least ninety (90) days or the next bid cycle whichever is longer.

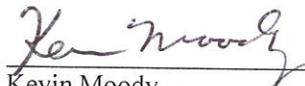
Supervisory employees shall have a right to return to their previous classification for a maximum of one hundred eighty (180) calendar days from the initial incident.

If the employee does not regain their Driver's License within the previous one hundred twenty (120) days, the employee shall be laid off for up to three (3) years from the date of loss of driving privileges per Civil Service Rule 12.04. Employees who regain driving privileges that were required of them for their initial hire shall be recalled from layoff provided they meet all other requirements of the position.

ARTICLE 18 EFFECTIVE DATE

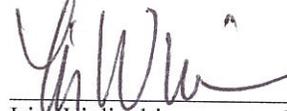
This Agreement will be effective for the period of January 1, 2014 through December 31, 2016 and is executed and signed by the parties hereto through their lawfully designated officers pursuant to the authority of the Board and pursuant to the authorization of the members and officers of Local 363 on the 18th day of May 2011.

CITY EMPLOYEES LOCAL #363


Kevin Moody
Business Manager

9/8/14
Date

MINNEAPOLIS PARK AND RECREATION BOARD


Liz Wielinski
Board President

9/17/14
Date


Pam French
Secretary to the Board

9/23/14
Date

APPENDIX A – EFFECTIVE JANUARY 22, 2014 PAY SCHEDULES**LOCAL 363 APPENDIX A – EFFECTIVE JANUARY 22, 2014 PAY SCHEDULES (2.38% INCREASE) LIUNA \$1.07**

Job Code	Job Title	Step 11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 7/91
10681P	Arborist*	15.81	16.83	22.67	23.96	24.75		
10671P	Arborist Crew Leader*	26.65	28.00	29.39	30.68			
01582P	Cement Finisher*		20.89	25.53	26.41	27.69	29.39	
	District Foreman, Park							
03584P	Forestry*		32.12	34.78				
	District Foreman, Park							
03585P	Maintenance*		32.12	34.78				
04581P	Foreman, Cement Finishing*		32.12	34.78				
04630P	Foreman Golf Course		28.63	33.62				
05101P	Gardener*		18.10	24.35	25.55	26.06		
05110P	Gardener Curator		26.40	27.71	29.09	30.53	32.04	
05930P	Laborer		12.56	15.67	18.23	22.77		
07474P	Parkkeeper*	15.78	16.79	20.40	22.30	24.01		24.63
07471P	Parkkeeper - Golf Course*	16.32	17.43	20.94	22.30	24.56		
	Parkkeeper - HQ Lead							
07472P	Worker*	16.21	17.22	20.84	22.74	24.45		
	Parkkeeper - Parade							
07473P	Leadworker*	16.21	17.22	20.84	22.74	24.45		
07461P	Parkkeeper - Crew Leader*	26.97	28.94	30.08	30.68			
	Program Assistant, Team							
08362P	Teenworks		27.91	31.85	33.42			
09420P	Storekeeper I*		21.84	24.22	25.25	25.88		

LOCAL 363 APPENDIX A – EFFECTIVE JANUARY 1, 2015 PAY SCHEDULES (2% INCREASE) LIUNA \$1.18

Job Code	Job Title	Step 11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 7/91
10681P	Arborist*	16.04	17.07	23.04	24.35	25.16		
10671P	Arborist Crew Leader*	27.10	28.47	29.89	31.20			
01582P	Cement Finisher*		21.22	25.95	26.85	28.15	29.89	
	District Foreman, Park							
03584P	Forestry*		32.68	35.39				
	District Foreman, Park							
03585P	Maintenance*		32.68	35.39				
04581P	Foreman, Cement Finishing*		32.68	35.39				
04630P	Foreman Golf Course		29.11	34.20				
05101P	Gardener*		18.37	24.75	25.97	26.49		
05110P	Gardener Curator		26.84	28.17	29.58	31.06	32.59	
05930P	Laborer		12.72	15.89	18.50	23.14		
07474P	Parkkeeper*	16.01	17.03	20.72	22.66	24.40		25.03
07471P	Parkkeeper - Golf Course*	16.56	17.69	21.27	22.66	24.96		
	Parkkeeper - HQ Lead							
07472P	Worker*	16.45	17.47	11.17	23.11	24.85		
	Parkkeeper - Parade							
07473P	Leadworker*	16.45	17.47	21.17	23.11	24.85		
07461P	Parkkeeper - Crew Leader*	27.42	29.43	30.60	31.20			
	Program Assistant, Team							
08362P	Teenworks		28.38	32.39	34.00			
09420P	Storekeeper I*		22.19	24.61	25.67	26.31		

LOCAL 363 APPENDIX A – EFFECTIVE JANUARY 1, 2016 PAY SCHEDULES (2.18% INCREASE)LIUNA \$1.30

Job Code	Job Title	Step 11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 7/91
10681P	Arborist*	16.30	17.35	23.44	24.79	25.61		
10671P	Arborist Crew Leader*	27.60	28.99	30.44	31.68			
01582P	Cement Finisher*		21.59	26.42	27.34	28.67	30.44	
03584P	District Foreman, Park Forestry*		33.29	36.07				
03585P	Maintenance*		33.29	36.07				
04581P	Foreman, Cement Finishing*		33.29	36.07				
04630P	Foreman Golf Course		29.65	34.85				
05101P	Gardener*		18.68	25.19	26.44	26.98		
05110P	Gardener Curator		27.33	28.69	30.14	31.64	33.21	
05930P	Laborer		12.90	16.15	18.81	23.55		
07474P	Parkkeeper*	16.26	17.31	21.08	23.06	24.84		
07471P	Parkkeeper - Golf Course*	16.83	17.98	21.64	23.06	25.41		
07472P	Parkkeeper - HQ Lead Worker*	16.71	17.76	11.32	23.52	25.30		
07473P	Parkkeeper - Parade Leadworker*	16.71	17.76	21.53	23.52	25.30		
07461P	Parkkeeper - Crew Leader* Program Assistant, Team	27.93	29.97	31.17	31.79			
08362P	Teenworks		28.91	33.01	34.65			
09420P	Storekeeper I*		22.58	25.06	26.13	26.78		

Other Provisions

1. Jobs or steps followed by an asterisk (*) are eligible for longevity. Employees hired after 1/1/99 will not be eligible for longevity until the start of their 15th year of service.
 - \$0.26 per hour additional beginning the 15th year of service (15-19 years)
 - \$0.39 per hour additional beginning the 20th year of service (20-24 years)
 - \$0.80 per hour additional beginning the 25th year of service (25th year & above)
2. Except as noted below, new employees are hired into the classes in this subdivision shall be paid at Probation Rate until they have successfully completed their initial probationary period of six (6) months of work – then complete one (1) year in each step. The employer may start employees at up to Step 3 based on documented qualifications and experience.
 - Arborist Crewleader, Step 11 and Step 1 are six month steps.
 - Parkkeeper Crewleader Step 11 is six months and other steps are one year.
3. Premium rates shall be paid as follows:
 - \$0.62 per hour above top step Parkkeeper when assigned supervisory duties on a golf course.
4. Effective July 1, 2008, three new job titles were added to the salary schedule for Parkkeeper that reflected the monies paid for premium job rates in place of calculating premium pay on existing rates. This was not a creation of new jobs or additions to the existing work force. Parkkeeper-Golf Course is any parkkeeper working on a golf course. Parkkeeper-Parade Leadworker, Parkkeeper-Neiman Fields and Parkkeeper- Headquarters are appointed by the Park Board from the ranks of Parkkeepers: only one person designated to each of these rates. There is no change to the premium paid for a Parkkeeper assigned temporary supervisory duties on a golf course.
5. When employees are assigned to a work shift that begins between the hours of 4:00 PM and 4:00 AM, they shall be paid a shift differential of one dollar and thirty-six cents (\$1.36) per hour for all hours paid.
6. In addition to the salary range listed the employee is contributing an additional \$1.08 per hour in salary to the LIUNA pension in 2014, \$1.18 in 2015, and \$1.30 in 2016.
7. Step 11 is eliminated for all details.

APPENDIX B

MINNEAPOLIS PARK AND RECREATION BOARD

AND

CITY EMPLOYEE'S UNION LOCAL NO. 363

LETTER OF AGREEMENT
2014 Health Care Insurance

WHEREAS, the Minneapolis Park and Recreation Board (hereinafter "Employer") and the City Employees Local #363 (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

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

WHEREAS, The City of Minneapolis (hereinafter "City") administers the benefits for the employer and

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

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

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

3. For the period January 1, 2014 through December 31, 2014, the City will pay \$507.06 per month for employees who elect single coverage under the medical plan.

4. For the period January 1, 2014 through December 31, 2014, the City will pay \$1,369.07 per month for employees who elect family coverage under the medical plan.
5. The City will continue the Health Reimbursement Arrangement (“the Plan”) which was established January 1, 2004 to provide reimbursement of eligible health expenses for participating employees, their spouse and other eligible dependents; and the Voluntary Employees’ Beneficiary Association Trust (the “Trust”) through which the Plan is funded.
6. The Plan shall be administered by the City or, at the City’s discretion, a third party administrator.
7. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the City or, at the City’s discretion, from a third party administrator in accordance with the conditions contained in the Plan. Representatives of the City and up to three representatives selected by the Minneapolis Board of Business Agents shall constitute the VEBA Investment Committee which shall meet not less than annually to review the assets and investment options for the Trust.
8. The City shall pay administration fees for Plan members who are current employees and other expenses pursuant to the terms of the Plan. Plan members who have separated from service will be charged an administration fee of \$1.50 per month beginning the January 1st of the calendar year following the year in which they experience a one year break in service.
9. The City will make a contribution to the Plan in the annual amount of \$1,080.00 for employees who elect single coverage and \$2,280.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such City contribution shall be made in monthly installments equal to one-twelfth (1/12) of the designated amount and shall be considered to be contract value in the designated amount.

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

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

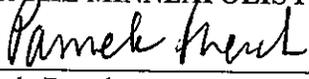
In the event of a forfeiture required pursuant to Section 5.5(b) of the Plan, following the death of a member who has no surviving spouse or qualified dependents, the amount forfeited will be divided evenly among the Plan accounts of members of the bargaining unit to which the deceased member last belonged.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

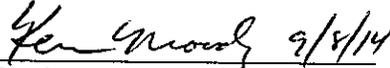
- 10. Future employee contributions for medical plan and/or Plan contributions will be determined by the Benefits Sub-committee of the Citywide Labor Management Committee; however, absent a subsequent agreement, the City shall bear 82.5% of any generalized medical premium rate increase and the employees shall bear 17.5% of any generalized medical premium rate increase, as determined by Medica.
- 11. The Parties agree that, except for City contributions to the Plan or other negotiated payments to a tax-qualified health savings account, incentives, discounts or special payments provided to medical plan members that are not made to reimburse the member or his/her health care provider for health care services covered under the medical plan (e.g. incentives to use health club memberships or take health risk assessments) are not benefits for the purposes of calculating aggregate value of benefits pursuant to Minn. Stat. § 471.6161, Subd. 5.
- 12. The unions shall continue to be involved with the selection of and negotiations with the medical plan carrier.
- 13. This agreement does not provide the unions with veto power over the City's decisions.
- 14. This agreement does not negate the City's obligation to negotiate with the unions as described by Minn. Stat. § 471.6161, Subd. 5.
- 15. The terms of this agreement shall be incorporated into the Collective Bargaining Agreement as appropriate without additional negotiations.

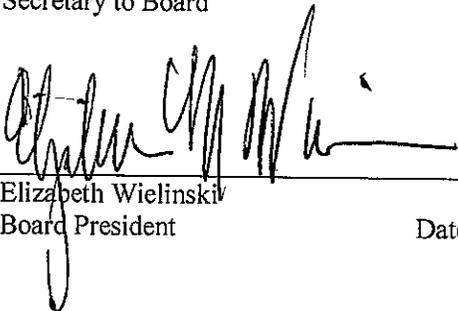
THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below:

FOR THE MINNEAPOLIS PARK AND RECREATION BOARD:

FOR THE UNION:

 9/17/14
 Pamela French
 Secretary to Board
 Date

 9/8/14
 Kevin Moody
 Business Manager
 Date

 9/17/14
 Elizabeth Wielinski
 Board President
 Date

APPENDIX C

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

1. **PURPOSE STATEMENT** - Abuse of drugs and alcohol is a nationwide problem. It affects persons of every age, race, sex and ethnic group. It poses risks to the health and safety of employees of the Minneapolis Park and Recreation Board and to the public. To reduce those risks, the Minneapolis Park and Recreation Board 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 Minneapolis Park and Recreation Board policies and agreements. If this LOA conflicts with federal law or regulations, federal law and regulations shall prevail. If there are conflicts between federal regulations and this LOA, attributed in part to revisions to the law or changes in interpretations, and when those changes have not been updated or accurately reflected in this policy, the federal law shall prevail.

5. REFUSAL TO UNDERGO TESTING

- A. Right to Refuse** - Employees have the right to refuse to undergo drug and alcohol testing. If an employee refuses to undergo drug or alcohol testing requested or required by the Employer, no such test shall be given.
- B. Consequences of Refusal** - If any employee refuses to undergo drug or alcohol testing requested or required by the Employer, the Employer may subject the employee to disciplinary action up to and including discharge from employment.
- C. Refusal on Religious Grounds** - No employee who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds shall be deemed to have refused unless the employee also refuses to undergo alternative drug or alcohol testing methods.
- D. Failure to Provide a Valid Sample with a Certified Result** – Includes but is not limited to: 1) failing to provide a valid sample that can be used to detect the presence of drugs and alcohol or their metabolites; 2) providing false information in connection with a test; 3) attempting to falsify test results through tampering, contamination, adulteration, or substitution; 4) failing to provide a specimen without a legitimate medical explanation; and 5) demonstrating behavior which is obstructive, uncooperative, or verbally offensive, and which results in the inability to conduct the test.

6. PROCEDURE FOR TESTING

- A. Notification Form** - Before requesting an employee to undergo drug or alcohol testing, the Employer shall provide the individual with a form on which to (1) acknowledge that the individual has seen a copy of the Employer's *Drug and Alcohol Testing LOA*, and (2) indicate consent to undergo the drug and alcohol testing.
- B. Collecting the Test Sample** - The test sample shall be obtained in a private setting, and the procedures for taking the sample shall ensure privacy to employees to the extent practicable, consistent with preventing tampering with the sample. All test samples shall be obtained by or under the direct supervision of a health care professional.
- C. Testing the Sample.** The handling and testing of the sample shall be conducted in the manner specified in Minn. Stat. §181.953 by a testing laboratory which meets, and uses methods of analysis which meet, the criteria specified in subdivisions. 1, 3, and 5 of that statute.
- D. Thresholds.** The threshold of a sample to constitute a positive result alcohol, drugs, or their metabolites is contained in the standards of one of the programs listed in MN Statute §181.953, subd 1. The employer shall, not less than annually, provide the unions with a list or *access to a list* of substances tested for under this LOA and the threshold limits for each substance. In

addition, the employer shall notify the unions of any changes to the substances being tested for and of any changes to the thresholds at least thirty (30) days prior to implementation.

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

7. RIGHTS OF EMPLOYEES

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

- A. A negative test result on an initial screening test or of a negative or positive test result on a confirmatory test;
- B. The right to request and receive from the Employer a copy of the test result report;
- C. The right to request within five (5) working days after notice of a positive test result a confirmatory retest of the original sample at the employee's expense at the original testing laboratory or another licensed testing laboratory;
- D. The right to submit information to the Employer's Medical Review Officer within three (3) working days after notice of a positive test result to explain that result; indicate any over the counter or prescription medications that the employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result;
- E. The right of an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the Employer not to be discharged unless the employee has been determined by a Minnesota Licensed Alcohol and Drug Counselor (LADC) or a physician trained in the diagnosis and treatment of chemical dependency to be chemically dependent and the Employer has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with a Minnesota LADC or a physician trained in the diagnosis and treatment of chemical dependency, and the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion;
- F. The right to not be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test;
- G. The right, if suspended without pay, to be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative;
- H. The right to not be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the Employer concerning the reliability of,

or explanation for, a positive test result unless the employee was under an affirmative duty to provide the information before, upon, or after hire;

- I. The right to review all information relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports or acquired information;
- J. The right to suffer no adverse personnel action if a properly requested confirmatory retest does not confirm the result of an original confirmatory test using the same drug or alcohol threshold detection levels as used in the original confirmatory test.
- K. The right to suffer no adverse personnel action based solely on the fact that the employee is requested to submit to a test.

8. ACTION AFTER TEST

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

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

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

B. Suspensions and Transfers.

- 1. **Pending Test Results From an Initial Screening Test or Confirmatory Test.** While awaiting the results from the Medical Review Officer, the employee shall be allowed to return to work unless the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other Minneapolis Park and Recreation Board 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 Minneapolis Park and Recreation Board employees, or the public. An employee placed on unpaid leave may use his/her accrued and unused vacation or compensatory time during the time of leave. An employee who has been placed on unpaid leave must be made whole if the outcome of the confirmatory retest is negative.
 3. **Rights of Employee in Event of Work Restrictions.** In situations where the employee is not allowed to remain at work until the end of his/her normal work day pursuant to this paragraph B, the Employer may not prevent the employee from removing his/her personal property, including but not limited to the employee's vehicle, from the Employer's premises. If the employer reasonably believes that upon early dismissal from work under this paragraph the employee is about to commit a criminal offense by operating a motor vehicle while impaired by drugs or alcohol, the Employer may advise the employee that 911 will be called if the employee attempts to drive or call 911 before dismissing the employee from work so that a law enforcement officer may determine whether the employee is able to operate a motor vehicle legally. This LOA is not applicable with regard to any such determination by a law enforcement officer.
- C. **Other Misconduct** - Nothing in this LOA limits the right of the Employer to discipline or discharge an employee on grounds other than a positive test result in a confirmatory test, subject to the requirements of law, the rules of the Civil Service Commission, and the terms of any applicable collective bargaining agreement. For example, if evidence other than a positive test result indicates that an employee engaged in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the Employer's workplace, the employee may receive a warning, a written reprimand, a suspension without pay, a demotion, or a discharge from employment, depending upon the circumstances, and subject to the above requirements.
- D. **Other Consequences** – Other actions may be taken pursuant to Civil Service Rules, collective bargaining agreements or laws.
- E. **Treatment Program Testing** – The Employer may request or require an employee to undergo drug and alcohol testing if the employee has been referred by the employer for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

9. DATA PRIVACY

The purpose of collecting a body component sample is to test that sample for the presence of drugs or alcohol or their metabolites. A sample provided for drug or alcohol testing will not be tested for any other purpose. The name, initials and social security number of the person providing the sample are requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result are requested to ensure that the test is reliable and to determine whether there is a legitimate medical reason for any drug or alcohol in the sample. All data collected, including that in the notification form and the test report, is intended for use in determining the suitability of the employee for employment. The employee may refuse to supply the requested data; however, refusal to supply the requested data may affect the person's employment status. The Employer will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another employer or to a third party individual, governmental agency, or private organization without the written consent of the person tested, unless permitted by law or court order.

10. APPEAL PROCEDURES

- A. Employees may appeal discipline imposed under this LOA through the Dispute Resolution Procedure contained in the Collective Bargaining Agreement (i.e. grievance procedure) or to the Minneapolis Civil Service Commission.
- B. Concerning disciplinary actions taken pursuant to this drug and alcohol testing LOA, available appeal procedures are as follows:
 - 1) Non-Veterans on Probation: An employee who has not completed the probationary period and who is not a Veteran has no right of appeal to the Civil Service Commission.
 - 2) Non-Veterans After Probation: An employee who has completed the probationary period and who is not a Veteran has a right to appeal to the Civil Service Commission only a suspension of over thirty (30) days, a permanent demotion (including salary decreases), or a discharge, if the employee submits a notice of appeal within ten (10) calendar days of the date of mailing by the Employer of notice of the disciplinary action.
 - 3) Veterans: An employee who is a Veteran has a right to appeal to the Civil Service Commission a permanent demotion (including salary decreases), or a discharge, if the employee submits a notice of appeal within sixty (60) calendar days of the date of mailing by the Employer of notice of the disciplinary action, regardless of status with respect to the probationary period. An employee who is a Veteran has a right to appeal to the Civil Service Commission a suspension of over thirty (30) days if the employee submits a notice of appeal within ten (10) calendar days of the date of mailing by the Employer of notice of the disciplinary action. An employee who is a Veteran may have additional rights under the Veterans Preference Act, *Minnesota Statutes* §197.46.
- C. All notices of appeal must be submitted in writing to the Minneapolis Civil Service Commission, 250 South 4th Street - Room #100, Minneapolis, MN 55415-1339.
- D. An employee may elect to seek relief under the terms of that agreement by contacting the appropriate Union and initiating grievance procedures in lieu of taking an appeal to the Civil Service Commission.

11. EMPLOYEE ASSISTANCE

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

12. DISTRIBUTION

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

13. DEFINITIONS

- A. **Confirmatory Test** and **Confirmatory Retest** mean a drug or alcohol test that uses a method of analysis allowed by the Minnesota *Drug and Alcohol Testing in the Workplace Act* to be used for such purposes.
- B. **Controlled Substance** means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statute § 152.02.
- C. **Conviction** - means a finding of guilt (including a plea of nolo contendere (no contest)) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.
- D. **Criminal Drug Statute** means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.
- E. **Drug** means a controlled substance as defined in *Minnesota Statutes* §152.01, Subd. 4.
- F. **Drug and Alcohol Testing, Drug or Alcohol Testing, and Drug or Alcohol Test** mean analysis of a body component sample approved according to the standards established by the Minnesota *Drug and Alcohol Testing in the Workplace Act*, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
- G. **Drug-Free Workplace** means a site for the performance of work done in connection with any federal grant or contract at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.
- H. **Drug Paraphernalia** has the meaning defined in *Minnesota Statutes* §152.01, Subd. 18.
- I. **Employee** for the purposes of this LOA means a person, independent contractor, or person working for an independent contractor who performs services for the Minneapolis Park and Recreation Board 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 Minneapolis Park and Recreation Board acting through a department head or any designee of the department head.
- K. **Federal Agency or Agency** means any United States executive department, military department, government corporation, government controlled corporation, any other establishment in the executive branch or any independent regulatory agency.

- L. **Grant** means an award of financial assistance - including a cooperative agreement - in the form of money, or property in lieu of money, by a federal agency directly to a grantee. The term *grant* includes block grant and entitlement grant programs. The term does not include any benefits to veterans or their families.
- M. **Grantee** means a person who applies for or receives a grant directly from a federal agency. The place of performance of a grant is wherever activity under the grant occurs.
- N. **Individual** means a grantee/contractor who is a natural person. This wording emphasizes that an individual differs both from an organization made up of more than one individual and from corporations, which can be regarded as a single "person" for some legal purposes.
- O. **Initial Screening Test** means a drug or alcohol test which uses a method of analysis allowed by the Minnesota Drug and Alcohol Testing in the Workplace Act to be used for such purposes.
- P. **Legitimate Medical Reason** means (1) a written prescription, or an oral prescription reduced to writing, which satisfies the requisites of *Minnesota Statutes* §152.11, and names the employee as the person for whose use it is intended; and (2) a drug prescribed, administered and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor, as described in *Minnesota Statutes* §152.12; and (3) a drug used in accord with the terms of the prescription. Use of any over-the-counter medication in accord with the terms of the product's directions for use shall also constitute a *legitimate medical reason*.
- Q. **Medical Review Officer** means a physician certified by a recognized certifying authority who reviews forensic testing results to determine if a legitimate medical reason exists for a laboratory result.
- R. **Positive Test Result** means a finding of the presence of alcohol, drugs or their metabolites in the sample tested in levels at or above the threshold detection levels as published by the employer pursuant to Section 6 D of this LOA.
- S. **Reasonable Suspicion** means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
- T. **Under the Influence** means having the presence of a drug or alcohol at or above the level of a positive test result.
- U. **Valid Sample with a Certified Result** means a body component sample that may be measured for the presence or absence of drugs, alcohol or their metabolites.

**MINNEAPOLIS PARK AND RECREATION BOARD
NOTIFICATION AND CONSENT FORM FOR DRUG AND ALCOHOL TESTING
(REASONABLE SUSPICION)
AND DATA PRACTICES ADVISORY**

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