CITY OF MINNEAPOLIS

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 5, LOCAL UNION NO. 9, AFL-CIO

LABOR AGREEMENT

GENERAL OFFICE CLERICAL AND TECHNICAL UNIT

For the Period:

January 1, 2017 through December 31, 2019

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DEFINITIONS

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

Certification is the process of sending the requisitioning department the names of persons who are eligible for hire.

Certification Date is the date the Human Resources Department sent 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.

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

Classification seniority is the length of employment within a job classification and based on the employee's certification number. Effective for employees hired on or after January 1, 1998 or changing classifications on or after January 1, 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.

Classified Service is made up of job titles subject to Civil Service Commission Rules and/or Collective Bargaining Agreements.

Coaching is an interactive process between an employee and their supervisor. It provides the opportunity to: ask questions, develop career goals, identify resources for increased learning and align individual work with the goals of the organization, which will ultimately produce high quality results. Coaching is not discipline; it is a tool that serves different purposes, such as to maximize employee development and/or to close performance gaps.

Commission is the Civil Service Commission.

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

Detail employee is one who temporarily replaces an employee on a leave of absence, fills 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.

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 of Labor Relations.

Exempt employee is an employee that is not subject to the overtime provisions of the Fair Labor Standards Act (FLSA).

Grade Level is the relative rank assigned to a classification title when it is compared to other classification titles within the City classification structure.

Grant funded employee is one who is officially informed prior to their employment that he or she will fill a grant funded position and that they will be employed on a permanent basis for the duration of the grant only and where the grant must fund at least fifty (50) percent of the position.

Grievance is a method to address alleged violation(s) to the proper interpretation or application of the express terms and provisions of the collective bargaining agreement.

Incumbent employee is the existing holder of a specific position.

Intern A paid or unpaid student or a recent graduate undergoing supervised practical training.

Job Class is one or more positions sufficiently similar with respect to duties and responsibilities so that the same descriptive title may be used to designate each position assigned to the class; 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 Series are groups of occupational classifications that build on the lower graded classification through increasing requirements for knowledge and experience.

Job Class Specification is a written statement describing typical duties; responsibilities; entrance qualification standards and knowledge, abilities, and skills required for a class of positions.

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

Job Evaluation is the process of analyzing each position's or group of positions' duties and responsibilities being performed to determine the level of responsibility, the differences and similarities of the duties to those of other positions in the system, and the most appropriate job class and grade level.

Job sharing employees are two or more employees that fill one position.

Laid-off employee is one who no longer works for the City because his/her permanent position was abolished due to lack of funding or lack of work and who may be 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 ranked from highest to lowest according to final scores. For the purposes of this agreement, "list of eligible candidates" shall be synonymous to "requisition list".

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

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

Operational Seniority For operational purposes, i.e., circumstances when seniority is used as a means for determining the operational hierarchy (selection of shifts, schedules, vacation, etc.), 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 who has successfully completed their initial hire probationary period.

Permanent full-time employee is one who, as a general rule, works at least 75% of each normal work week.

Permanent part-time employee is one who, as a general rule, works 50% or more, but less than 75% 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.

Permit Employee is a temporary employee filling a funded position to replace an employee on paid or unpaid leave of absence, or to fill a vacant position pending the selection of a permanent employee.

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.

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

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

Temporary employee is one who is employed to address temporary increases in workloads, not associated with a vacant position and an expected duration of twelve (12) months or less.

Transfer is the movement of an employee from one position to another position of the same job title in another department/division or to another classification within the same pay grade without examination.

Veteran is a citizen of the United States or a resident alien who has been separated under honorable

conditions from any branch of the armed forces of the United States after having served on active duty for one-hundred and eighty-one (181) consecutive days or by reasons of disability incurred while serving on active duty, or who has met the minimum active duty requirement as defined by Code of Federal Regulations, title 38, section 3.12a, or who has active military service certified under section 401, Public Law Number 95-202. The active military service must be certified by the United States Secretary of Defense as active military service and a discharge under honorable conditions must be issued by the Secretary (as defined under Minnesota Statues and may be amended by the State Legislature from time to time).

Veterans Preference is an advantage granted to veterans by federal or state law.

LABOR AGREEMENT

Between

CITY OF MINNEAPOLIS

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
District Council No. 5, Local Union No. 9, AFL-CIO

THIS AGREEMENT (hereinafter referred to as the ***Labor Agreement*** or the ***Agreement*** is made and has been entered into effective the 1st day of January, 2017 by and between the City of Minneapolis (the ***Employer***) and the American Federation of State, County and Municipal Employees, District Council No. 5, Local Union No. 9 (the ***Union***). Unless otherwise indicated, the agreed upon changes are effective on the date the agreement is executed by the Parties. The Employer and the Union (the ***Parties***) agree to be bound by the following terms and provisions:

ARTICLE 1
RECOGNITION AND UNION SECURITY

Section 1.01 - Recognition and Amendments to Unit

Subd. 1. Recognition

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

Subd. 2. Amendment to Certified Unit

Disputes which arise between the Employer and the Union over the inclusion or exclusion of any job classifications may be referred by either Party to the Commissioner, Bureau of Mediation Services, State of Minnesota, for determination in accordance with applicable statutory provisions. Determination by the Commissioner shall be subject to such review and determination as is provided by statute and such rules and regulations as are promulgated there under. In the event the Employer has established a new job classification which is added to the bargaining unit by agreement between the Parties or by determination of the Commissioner, Bureau of Mediation Services, State of Minnesota, the Parties agree to negotiate with one another concerning wages and such other terms and conditions of employment as

may be applicable to the position and which are not covered by this Agreement. However, it is agreed that all other terms and provisions of the Agreement shall apply to the new job classification.

Section 1.02 – New Employee Orientation

The Employer shall provide the Union with notice of the date, time, and location of all new employee orientation sessions. The Union shall be provided with the opportunity to attend the sessions and to meet with the new employees.

Section 1.03 - Union Dues and Fair Share Fees Check-Off

Subd. 1. Union Dues Payroll Deductions

In recognition of the Union as the exclusive representative, the Employer shall deduct an amount sufficient to provide the payment of the regular monthly Union membership dues uniformly established by the Union from the wages of all employees who have authorized, in writing, such deduction on a form designated and furnished by the Union. The Union shall certify to the Employer, in writing (email acceptable), the current amount of regular monthly membership dues which it has uniformly established for all members. Such deductions shall be canceled by the Employer when the member becomes a permanently certified employee in a classification title that is not represented by this bargaining unit.

Subd. 2. Fair Share Fees Payroll Deductions

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

Subd. 3. National AFSCME P.E.O.P.L.E. Deductions

The Employer shall deduct a specified amount from the biweekly wages of all employees who have authorized, in writing, such deduction on a form designated and furnished by the Union for voluntary contributions to the National AFSCME P.E.O.P.L.E. Committee. Amounts deducted shall be combined with the regular monthly dues deduction provided for in Subd. 1 of this section and shall be transmitted to the Union in accordance with Subd. 5 of this section. The Union shall pay a one dollar ($1.00) fee for each deduction request, revocation and/or change.

Subd. 4. Time of Deductions

The Employer shall deduct Union dues and fair share fees each payroll period. In the event an employee covered by the provisions of this section has insufficient pay due to cover the required

deduction, the Employer shall have no further obligations to effect subsequent deductions for the involved payroll period.

Subd. 5. Remittance

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

Subd. 6. 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 affected.

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. The Employer will provide the Union with a list of all permit and temporary employees as referred to in Article 7, Section 7.09 Subd. 1, 2, 3 on a monthly basis. The list will include: employee name, classification title, Union code, department, supervisor, supervisor phone number, job entry date, City start date, status (full, part-time, intermittent, or seasonal), and planned exit date.

d. 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.

e. 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. 7. 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 1.04 - 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 1.05 - 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 Union stewards provided that the total number of stewards shall be no more than one steward for every twenty-five (25) bargaining unit employees.

Subd. 2. Activities of Stewards

Designated and certified stewards and the chair officers of the Local Union 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 and chair officers, 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 or its Chief Steward participate in such presentation and/or investigation, such officer or Chief Steward shall also be authorized time off with pay for this purpose. Stewards and other representatives of the Union shall not interfere in any way with the Employer's operation or with the performance of work by its employees. Nothing in this subdivision, however, shall be construed to limit the proper presentation of grievances provided for by this subdivision.

In accordance with Section 5.07 of this Agreement, designated and certified stewards and the chair officers of the Local Union shall be granted reasonable time off, with pay, in order to attend meetings at which an employee is formally questioned during an investigation into conduct which may lead to disciplinary action during their normal working hours. Such stewards and chair officers, 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. 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. While the City of Minneapolis and the Union recognize that the process may be adversarial, the parties expect that all participants conduct themselves in a professional and respectful manner.

Section 1.06 - 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 1.07 - 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 1.08 - Union Membership

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

Section 1.09 - Time off to participate in Union Activities

A. Unpaid Leaves. Employees elected to any Council or Local Union office or selected by the Council or Local Union to do work which takes them away from their employment with the Employer shall at the written request of Council or Local Union be granted a leave of absence without pay for the period of time needed for the absence. The request shall be as far in advance as possible and shall include the times and/or duration of the leave in as much detail as is available to the Union. Such absence may be for more or less than one full work day. An employee may choose to use accrued vacation or compensatory time instead of a leave of absence without pay. In the event an employee chooses the leave without pay option, the employee shall continue to accrue seniority. The Employer shall continue to pay the Employer's portion of any health, life, or dental insurance premiums in effect immediately prior to the commencement of such leave as long as the leave does not exceed two pay periods.

B. Paid Time. Employees selected by the Council or Local Union to participate in negotiations, labor management committees, and/or meet and confer sessions with the Employer, which takes them away from their employment with the Employer shall be considered to be on paid time provided such meetings occur during the employee's regularly scheduled hours of work. No overtime obligation shall accrue to the Employer related to the employee's participation in such activities. The Council or Local Union shall notify the Employer as far in advance as possible of an employee's participation and the employee shall secure the approval of his/her supervisor. The approval of the supervisor shall not be withheld without legitimate business

reasons. Chronic staffing shortages in and of themselves do not constitute a legitimate business reason for purposes of this section. Any disputes related to the withholding of approval shall be resolved by the Labor Relations Division but shall not be subject to the grievance procedure contained in Article 5 of this Agreement.

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

This grievance procedure has been established to resolve any specific dispute arising between the employee(s) covered by this Agreement and the Employer concerning, and limited to, the proper

interpretation or application of the express terms and provisions of this Agreement. Such a dispute shall hereinafter be referred to as a *grievance* which shall be resolved in accordance with the provisions of this article. The Parties agree that this procedure is the sole and exclusive means of resolving all grievances arising under this Agreement. Grievances shall be resolved in the following manner:

Subd. 1. Step 1 (Informal)

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

Subd. 2. Step 2 (Formal)

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

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

Subd. 3. Step 3 (Human Resources)

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

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

If the Parties have not resolved the grievance within forty-five (45) calendar days after the date of such meeting, the Union may initiate the arbitration process as provided for in Section 4.03 of this article. The Union shall notify the Employer's Human Resources Director or his/her designee of their

intent to arbitrate the grievance. Once the Union has decided to arbitrate the matter, the Parties will identify the arbitrator pursuant to Section 4.03 and schedule a hearing date within 120 calendar days.

By mutual agreement of the Parties, the grievance may be submitted to the Bureau of Mediation Services for grievance mediation. If the grievance is submitted for mediation, the timelines regarding initiating the arbitration process are waived until the completion of the grievance mediation process.

If the grievance remains unresolved after grievance mediation, the Union may initiate the arbitration process within seven (7) calendar days after the date of the mediation session. Notice of the initiation of the arbitration process shall be filed with the Human Resources Director or his/her designee.

Section 4.02 - Disclosure

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

Section 4.03 - Selection of the Arbitrator

The Parties shall select the name of the arbitrator from the established panel of eight (8) qualified arbitrators. The arbitrator shall be selected on an alphabetical, rotational basis with each Party having the right to exercise one strike. If the arbitrator is stricken, s/he will retain his/her position in the order. Either party may request an annual review of the panel at which time a new panel may be selected. The Arbitrator shall be notified of his/her selection by either or both Parties who shall request that he/she set a time and a place for the arbitration hearing, subject to the availability of the Parties.

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

Section 4.04 - Authority of Arbitrator

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

Section 4.05 - Arbitration Expenses

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

Section 4.06 - Time Limits, Waiver and Automatic Advancement

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

Section 4.07 - 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 Union 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 Union'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 Union to file a grievance under this Article; or ten (10) days after the employee has received notice from the Union of its final decision not to pursue a grievance. The Union shall provide notice to the City of such decision promptly after providing notice to the employee.

Subd. 2. Rights of Veterans.

Some employees covered by this Agreement may have the individual right to contest a removal from a position or employment under Minn. Stat. §197.46. Once an employee requests a hearing under Minn. Stat. §197.46, the Union's right to pursue a grievance under this Article is terminated.

Subd. 3. Other Rights of Employees.

No action by the Union under this Agreement shall prevent an employee from pursuing 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 - Coaching and Development

Coaching is an acceptable method through which supervisors and employees learn to work together to become a more effective work unit. Coaching informally is part of everyday work efforts. When coaching is needed to address work quality and/or quantity standards, the supervisor will schedule a private conversation between the supervisor and employee about performance expectations. The supervisor and the employee may develop a performance improvement plan, following the guidelines and procedures developed by the Human Resources Department. The supervisor may schedule follow-up meetings as needed. Coaching may be used in performance reviews but may not be used for progressive discipline.

Section 5.02 - Just Cause

Disciplinary action may be imposed upon an employee who has satisfactorily completed the initial probationary period only for just cause. Employees should be confronted with each and every incident of misconduct whether or not discipline is involved. The Union recognizes that such discussions may not in and of themselves be the basis for a grievance. Discipline shall be imposed in a timely manner.

As general guidelines under normal circumstances, the following shall be used for acts of misconduct not subject to policy violations related to State or Federal laws or regulations. The Employer and the Union will strive to meet these timelines. However, the failure to meet these timelines shall not constitute a violation to the Collective Bargaining Agreement.

- For each incident, the employee shall be informed of the violation or deficient performance within five (5) business days from the date of the incident or the date when the Employer becomes aware of the incident.

- If there is a need for an investigation, the investigation shall be completed within thirty (30) calendar days of the notification to the employee. If longer, the Employer shall notify the employee who is the subject of the investigation and provide status updates at least monthly during the pendency of the investigation.

- If there is an investigation, and if appropriate, the employee shall be charged within fifteen (15) business days of the completion of the investigation.

- If charged with a violation, the pre-determination hearing shall occur within five (5) business days of the charge. The Union will ensure a representative is present, if requested by the employee.

- The employer shall make the disciplinary decision within five (5) business days of the hearing.

- If discipline is determined to be appropriate, it will be imposed as soon as possible, without regard to workload, staffing, or personal issues.

Section 5.03 - 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. Written Reprimands;

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. Additionally, unless there are timing issues, incidents of misconduct should not be tiered unless the employee is made aware of the infractions(s).

Section 5.04 - Discipline Due Process

No *employee* shall be disciplined without having been afforded an opportunity to hear the reason(s) for the discipline and without an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discipline and/or any extenuating or mitigating circumstances which the employee believes is relevant to the discipline decision. Whenever possible and practical, such opportunities shall be provided in a conference with the Employer which shall be conducted after forty-eight (48) hours 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 5.05 - Appeals

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

Section 5.06 - Disciplinary Action Records

A written record of all disciplinary actions within the meaning of this article shall be provided to the involved employee(s) and may be entered into the employee's personnel record. Investigations into

conduct which do not result in disciplinary action, however, shall not be entered into the employee's personnel record. When a disciplinary action more severe than a written reprimand is imposed, the Employer shall notify the employee in writing of the specific reason(s) for such action at the time such action is taken and provide the Union with an informational copy. 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 once during the term of their employment provided that three (3) years have passed from the date the written reprimand was issued and there has been no subsequent discipline. Upon such a request, the written reprimand shall be placed in a sealed envelope, transferred and held in a file designated for "sealed written warnings," and maintained apart from the employee's official personnel file with the Department Personnel files. Once sealed and filed, the document will not be available to the general public unless mandated by the Data Practices Act or court order. Files in the "sealed written warning" file are subject to the records retention policy of the City. The right to have a written warning removed from the employee's official personnel file will not exist where the underlying infraction that caused the discipline was the violation of another individual's statutory 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 5.07 - 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 5.08 - Union Representation

Prior to any investigation the employee will be notified in writing whether they are or are not the subject of the investigation. An employee has the right to request union representation at meetings in which an employee is formally questioned during an investigation into conduct which may lead to disciplinary action. Such Union representative shall be entitled to participate in advisory or clarifying capacity to the employee; however, the representative shall not provide answers for the employee. If Union representation is desired, it is the employee's responsibility to ensure representation at the appointed time. The employee, Union representative, and Employer representatives have the responsibility to participate in such investigations in a respectful, professional, and truthful manner.

An employee has the right to Union representation if the employee is being formally charged with conduct that may lead to disciplinary action (pre-determination or Loudermill hearing). The employee may be represented by designated and certified Union stewards and/or chair officers. However, if the employee desires representation, it is the employee's responsibility to ensure representation at the appointed time. An employee will be given as much advance notice of the hearing as is reasonably practical in order to facilitate the employee's ability to obtain union representation. If the notice period is less than one (1) workday, the Employer will assist the employee who expresses a desire for union representation in obtaining such union representation.

It shall be the Employer's policy to inform its managers and supervisors that employees must be advised of the right to Union representation under this Section.

Section 5.09 - Employee Access to Personnel File

Any employee who wishes to review, or grant union access to, their personnel file may submit a signed, written request to the department's Human Resources Generalist.

ARTICLE 6
SENIORITY

Section 6.01 - Seniority Defined

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

Subd. 1. City Seniority Defined

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

Subd. 2. Classification Seniority Defined

Classification seniority is defined as the length of employment within a job classification and based on the employee's certification number. Effective for employee's hired on or after January 1, 1998 or changing classifications on or after January 1, 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. Operational Seniority Defined

Operational seniority: For operational purposes, i.e., circumstances when seniority is used as a means for determining the operational hierarchy (selection of shifts, schedules, vacation, etc.), 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.

Subd. 4. Ties in Seniority

Ties in classification seniority shall be broken by City seniority. Ties in City seniority shall be broken randomly by the HRIS system.

Section 6.02 - System Seniority Credit

Upon hiring an applicant who was previously employed by the Minneapolis Board of Education and/or the Minneapolis Park and Recreation Board, the Employer shall grant City and classification seniority credit for all purposes provided such applicant's employment is continuous between such boards and the

Employer and to the extent that such boards afford reciprocal recognition of seniority credit to the employees covered by this Agreement.

Section 6.03 - Loss of Seniority

Subd. 1. Seniority Interruption

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

Subd. 2. Seniority Loss

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

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

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

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

ARTICLE 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 be applicable to all Job Postings conducted for the purpose of filling vacant bargaining unit positions.

Section 7.02 - Job Postings and Applications

Subd. 1. Job Postings

Job Postings, when offered, shall be posted for a period of not less than ten (10) calendar days. The Job Posting shall set forth the title, salary, nature of work to be performed, minimum qualifications, the place and manner of making applications and the closing date applications will be received. The Employer may establish a definite or an indefinite closing date for the filing of applications. If the Employer has established an indefinite closing date, it must notify employees of any fixed closing date, later determined, by a posting adjacent to the originally posted Job Posting. An applicant's eligibility for promotion begins on the date their name was added to a Requisition List. Job Postings for newly

created positions and/or for positions for which the title, salary, nature of work to be performed and/or minimum qualifications are materially different from the Job Postings previously used, shall not be finalized by the Employer until the Union has had an opportunity to review the proposed Job Posting and provide the Union's input into the Job Posting development process. A copy of the Job Posting in its final form shall be furnished to the Union at least seven (7) calendar days prior to its approval. In no event shall eligibility for application to a job posting be restricted to employees of a specific department or division.

Subd. 2. Stated Qualifications

The minimum qualifications set forth in the Job Posting shall be related to the job duties of the involved position and shall include applicable education, training, experience, skills and abilities required. Such minimum qualifications shall not, however, include artificial and/or irrelevant time-in-grade and/or grade level requirements.

Subd. 3. Application for Promotion

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

Subd. 4. Job Postings

The Employer may conduct *open* Job Posting(s) (i.e., one to which both employee and non-employee applicants may apply) and/or *promotional* Job Posting(s) (i.e., one which is restricted to employee applicants only) at its option. The Employer may advertise an open position internally and externally simultaneously. Interns working for the City of Minneapolis will not be considered "employee" eligible for hire in a restricted examination process. For purposes of this article, applicants from the Minneapolis Board of Education and the Minneapolis Park and Recreation Board shall be considered non-employee applicants.

Section 7.03 - Examination of Qualified Applicants

Subd. 1. Examination Time

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. For the purpose of this Article, an interview shall be considered a form of exam.

Subd. 2. Testing

All applicants who meet the minimum stated qualification requirements for the Job Posting may be tested. The Employer may, however, at its discretion, limit the number of applicants to be tested on

the basis of the applicants' City seniority and on the basis of an objective review of each applicant's relevant education, training, and experience, i.e., an *application review* and/or on the basis of successive testing limitations subject to the following provisions:

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

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

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

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

Subd. 3. Examination Scores

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

a. 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 - Lists 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. 3 of this article equals or exceeds seventy (70) points, shall be considered to have passed the examination. There is no *passing score* for the seniority component.

Subd. 2. Lists of Eligibles and Job Postings

The names of those applicants who have passed an examination shall be placed on a list of eligible candidates in descending order of their total examination scores in addition to any Veteran's Preference points, if applicable. In the event two or more eligibles hold identical total examination

scores, the order in which their names shall be placed on the requisition list shall be randomly generated by the HRIS system. However, the names of Veterans shall always be placed over the names of non-Veterans who hold identical scores.

Subd. 3. Length of Eligibility

The Staffing Services Division of the Human Resources Department shall inform applicants of the length of their eligibility by stating it on the job posting and/or by letter. Except in the event that the minimum job qualifications have changed in the interim, if a new list of eligibles is created for a classification in which a list of eligibles already exists, those persons on the pre-existing list shall be merged into the new list of eligibles in descending order of their total examination scores as if they had applied for and passed the examination that resulted in the creation of the new list.

Section 7.05 - Selection of Certified Eligibles

Prior to selecting a candidate for appointment, the appointing authority shall consider all transfer candidates for appointment to the vacancy. Any or all of the eligibles on a list may be certified to the appointing authority for selection. While all internal candidates on a requisition list shall be considered for selection to the vacant position, at least the four (4) highest scoring internal candidates on a requisition list shall be interviewed by the appointing authority for selection. Any of the eligibles certified to the appointing authority may be selected to fill the vacant position.

Section 7.06 - Probationary Periods

An eligible selected to fill a vacant position shall serve an initial or promotional probationary period as applicable. All initial probationary periods shall be twelve (12) months in duration and all promotional probationary periods shall be six (6) months in duration provided that probationary periods may be extended for up to one additional six (6) month period, with meet and confer with the Union. An employee may be removed from the position at the discretion of the appointing authority. Such removal shall not be subject to the grievance/arbitration provisions of this Agreement. Removal during an employee's initial probationary period shall result in termination of employment. An employee removed during a promotional probationary period or an employee who elects to cancel a promotion or transfer within the first thirty (30) calendar days in a new position, 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. The impact of temporary service on probationary period is located in Section 7.09, Subd. 5.

Within ten (10) workdays after the start of employment in the position the employee will be provided a description of the position. The position description, prepared by the supervisor, will identify the specific expectations of the job. To the extent possible, the position description shall also identify the performance standards the supervisor will use to evaluate the employee's performance. From time to time, the supervisor, to reflect the changing nature of the job, may modify the job expectations, but such changes will always be within the job duties reflected in the more generic job description and will be communicated in writing, in a timely manner. The actual position description may only be formally modified on an annual basis. The position description need not specify any normal job ethics requirements.

Section 7.07 - Job Reevaluation and Reclassification

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 at the same step as the previous classification. The effective date of the reclassification for pay and seniority purposes shall be the date upon which the involved employee submitted a properly completed request for reclassification to the Employer's Human Resources Department with a copy to the involved Department Head or Manager. The provisions of this section shall apply only to the incumbent employee who has been permanently certified to the involved position.

Upon reclassification to a position providing a lower maximum salary, the involved incumbent employee may request that the reclassification be considered to be a layoff. If so requested, the provisions of Article 8 (*Layoff and Recall From Layoff*) shall be applied. In the alternative, the involved incumbent employee may elect to remain in the reclassified position and the incumbent employee's pay shall be determined in accordance with Section 9.03, Subd. 3 of this Agreement.

Subd. 2. Class Maintenance Studies

The Employer may initiate class maintenance studies related to a specific class or a group of positions within a department/division as needed to maintain the integrity of the Employer's classification system. The Employer will consider requests by the Union 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. Upon reclassification, the incumbent employees shall be appointed to the reclassified position and the incumbent employee's pay shall be affixed at the same step as the previous classification. 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 is reclassified pursuant to a class maintenance study to a class providing a lower maximum salary, each involved incumbent employee may request that the reclassification be considered to be a layoff. If so requested, the provisions of Article 8 (*Layoff and Recall From Layoff*) shall be applied. In the alternative, each involved incumbent employee 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 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 - Transfers

Employees may request to be transferred to a vacant position within their classification in another department or to another classification within the same pay grade and may be transferred pursuant to such request with the written approval of their department head, the involved appointing authority and Human Resources. The Human Resources Department will assure a viable position description and performance expectations are clearly stated and understood. Such transferred employees shall serve a three (3) month probationary period in the new position which may be extended for up to one additional three (3) month period, with meet and confer with the Union. If removed by the appointing authority during the probationary period or an employee electing to cancel the transfer during the first thirty (30) calendar days in the new position, the involved employee shall be reassigned to a vacant position within the classification or, if none is available, to their previous position with no interruption or tolling of classification seniority accrual in the previous position.

Section 7.09 - Temporary, Permit, Detail, and Grant Funded Employees

Subd. 1. Temporary Employees

The Employer may utilize the services of temporary employees to address temporary increases in workloads. “Temporary work” is defined as work not associated with a vacant position and with an expected duration of twelve (12) months or less.

Subd. 2. Permit Employees

The Employer may utilize the services of “Permit” employees to:

a. Replace employees on a paid or unpaid leave of absence for the duration of the leave of absence; or

b. Fill a vacant position pending the selection of a permanent employee for a maximum of six (6) months.

"Permit employee", as used in this subdivision, is associated with a funded position.

Subd. 3. Detail Employees

The Employer may utilize the services of a "Detail" employee to:

a. Replace employees on a paid or unpaid leave of absence for the duration of the leave of absence; or

b. Fill a vacant position pending the selection of a permanent employee for a maximum of six (6) months; or

c. Complete special assignments or projects for the length of the project.

"Detail employee", except when due to "c" special assignments or projects, as used in this subdivision, is associated with a funded position where the assigned employee is a current City of Minneapolis employee.

Subd. 4. Grant Funded Employees

From time to time, the Employer is provided with grant funds. Grants are defined as temporary funds provided for other than normal City operations and shall be for a limited duration and purpose. When those occasions arise, the Employer will provide notice to the Union. The terms and conditions listed below shall govern the rights of grant funded employees. In order for an employee to qualify as a "grant funded employee" under this section the Employer must officially notify the employee that he/she is filling a position funded by a grant prior to employment, and the grant must fund more than fifty (50) percent of the position. With the exception of a permanently certified employee who is assigned to a grant funded position and who does not experience an interruption as defined in Section 6.03 Subd. 1 of this Agreement, the employee shall:

a. be employed on a permanent basis for the duration of the grant only;

b. be granted City and Classification seniority retroactive to their initial date of hire in the event the position becomes permanent;

c. not be entitled to layoff/bumping rights as defined by the Agreement;

d. not be eligible to participate in the Job Bank Program;

e. enjoy all other rights, benefits and privileges afforded permanent employees under this Agreement.

In the event a permanently certified employee is selected for a grant-funded position, the permanently certified employee shall have layoff/bumping rights per Article 8 of this Agreement and access to the Job Bank Program upon termination of the grant.

Nothing in this Section shall be interpreted to abridge the Employer's right to ensure adequate and appropriate staffing or staffing levels.

Subd. 5. Credit Towards City and Classification Seniority, Pay Progression and Benefit Eligibility

a. Temporary service in a position immediately preceding certification to that position shall count towards City and Classification seniority, benefit eligibility (without retroactivity), and pay progression requirements provided there has been no interruption as defined in Section 6.03 Subd. 1 of this Agreement. Temporary service in a position immediately preceding certification to that position, without interruption, shall count towards satisfaction of the probationary period.

b. The following provisions are effective for temporary employees hired on a permanent basis on or after the ratification date of this Agreement:

   i. Temporary service in a position immediately preceding certification to that position in the same department performing substantially the same job duties regardless of job title shall count towards City and Classification seniority, benefit eligibility (without retroactivity), and satisfaction of the probationary period and pay progression requirements provided there has been no interruption as defined in Section 6.03 Subd. 1 of this Agreement.

   ii. Temporary service in a job classification immediately preceding certification to the same job classification in another division/department shall count towards City and Classification seniority, benefit eligibility (without retroactivity), and pay progression requirements provided there has been no interruption as defined in Section 6.03 Subd. 1 of this Agreement. Such temporary service shall not count toward satisfaction of the probationary period

ARTICLE 8
LAYOFF AND RECALL FROM LAYOFF

Section 8.01 - Layoffs and Bumping

Whenever any permanent position is to be abolished or it becomes necessary because of lack of funds, lack of work to reduce the number of employees in the classified service in any department, the department head shall immediately report such pending layoffs to the Human Resources Director 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. Identification of Affected Employees

Layoffs/job abolishment shall be used to reduce positions and not to target specific employees. Department heads shall identify the employee(s) to be reduced in the following manner:

a. The department head shall first identify the classification title and number of employees within the title that is to be affected.

b. The Human Resources Department shall then identify the employee(s) that are to be affected beginning with the least senior employee in the department and in the title and progressing to the most senior in the title until all the reductions are identified.

Subd. 2. General Order of Layoff

a. Layoffs shall be made in the following manner:

b. Temporary employees (those not certified to a temporary position) shall be first laid off;

c. Permit employees shall next be laid off;

d. Intermittent employees shall next be laid off;

e. Part-time employees shall next be laid off;

f. Persons appointed to full-time permanent positions shall then be laid off.

Subd. 3. Layoff Based on Classification Seniority

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

Subd. 4. Bumping

Employees who have at least two (2) years of City seniority shall have the right to bump into previously held classifications within the same or lower pay grade(s) or into previously held classifications that have since been reclassified upward to a higher pay grade provided the employee was employed in the classification when the job audit was initiated. Said employee shall have the right to bump_the employee of lesser City seniority who was last certified to the most recent classification 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.

If the employee is unable to bump into the most recent classification previously held, his/her bumping rights to the next most recent classification previously held shall be processed and this review shall continue until either the employee is placed in a previously held classification or a determination has been made that there is no employee of lesser City seniority who was last certified to a previously held classification and the employee shall be laid off. 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.

Subd. 5. Retirement Incentive

In the event of a need for a layoff, the Employer agrees to provide an incentive of $25,000 placed in the Health Care Savings Account of the exiting employee within thirty (30) days of the employee's last day of employment. To be eligible for the incentive the employee must satisfy the following terms and conditions:

1. The employee accepting the incentive will, by their leaving the City of Minneapolis, prevent another employee from being laid off from the City of Minneapolis. The employee saved from layoff may be any other employee in the City of Minneapolis.

2. The employee accepting the incentive has at least twenty (20) years of employment with the City of Minneapolis or has at least twenty (20) years of participation in the Public Employees Retirement Association (PERA).

3. The employee accepting the incentive is eligible to receive a full or reduced PERA or Minneapolis Employee Retirement Fund (MERF) benefit by his/her last day of employment.

4. The employee agrees that he/she will not seek reemployment or be placed on a "recall" list for any position in the City of Minneapolis.

5. The employee's last day of employment will be prior to the beginning of the next fiscal year.

6. The employee accepting the incentive properly signs all agreements and releases.

This Retirement Incentive expires on December 30, 2017. The parties agree that, in situations giving rise to layoffs across the City, a department, or large work unit where multiple layoffs are anticipated, the parties will meet to consider reinstating the Retirement Incentive at that time, along with other viable options to save jobs.

Subd. 6. Recall List

A recall list for each job classification shall be established which will include: (1) Employees who are without employment in the City after the Job Bank and Bumping procedures are completed; (2) Employees who are placed in a job classification with a lower top rate of pay to avoid a layoff; (3) Employees returning from an Unpaid Leave of Absence as provided in Section 13.03 of this Agreement who are not placed in a vacant position and (4) Employees who elect to be laid off rather than displace or bump another employee.

Subd. 7. Position Descriptions

Within ten (10) workdays after the start of employment in the position the employee will be provided a description of the position. The position description, prepared by the supervisor, will identify the specific expectations of the job. To the extent possible, the position description shall also identify the performance standards the supervisor will use to evaluate the employee's performance. From time to time, the supervisor, to reflect the changing nature of the job, may modify the job expectations, but such changes will always be within the job duties reflected in the more generic job description and will be communicated in writing, in a timely manner. The actual position description may only be formally modified on an annual basis. The position description need not specify any normal job ethics requirements.

Section 8.02 - Notice of Layoff

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

Section 8.03 - Recall from Layoff

An employee in the classified service who has been laid off shall be offered recall without examination to a vacant position of the same classification provided the employee continues to meet the current minimum qualifications of the position. Offers of recall will be extended in order of descending classification seniority, with the most senior employee on the recall list receiving the first offer of recall. Employees who are recalled to a previously held title after more than twelve (12) months on the recall list or an employee who is recalled to a department that is different from the department from which the employee was laid off shall serve a three (3) month trial period which may be extended for up to an additional three (3) months with a meet and confer with the Union. Upon recall, the Human Resources Department will assure a viable position description and performance expectations are clearly stated and understood. If removed by the appointing authority during the trial period or if an employee elects to cancel the recall during the first thirty (30) calendar days in the position, the employee shall be returned to the recall list. Such return shall not be considered a refusal of recall. Time spent in the position prior to return to the recall list shall count toward the three (3) year maximum length on the list.

An employee's name shall be removed from the recall list (1) at the employee's request; (2) if the employee is placed in a position in the same classification; (3) if an employee is placed in a another job class in the City with the same or higher top rate of pay; (4) if an employee refuses two (2) offers of recall; or (5) failure to receive an appointment within three (3) years.

It is the employee's responsibility to keep the Employer advised of his/her current mailing address.

Return of a recall letter as undeliverable or failure to contact the Employer after receipt of a recall offer letter within fourteen (14) calendar days constitutes refusal of a recall offer.

Section 8.04 - Application and Scope

For purposes of this article, bargaining unit employees may displace or bump non-bargaining unit employees. Further, non-bargaining unit employees shall be permitted to displace or bump bargaining unit employees.

Section 8.05 - Exceptions

The following exceptions may be observed:

Subd. 1. Mutual Agreement

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

Subd. 2. Emergency Retention

Regardless of the priority of layoff, an employee may be retained on an emergency basis for up to six (6) months longer to complete an assignment. Such emergency retention shall be used one (1) time and may not be extended. No other employee will be selected for layoff if this provision is invoked. The Union will be notified when this provision is invoked including the name and job classification of the employee being retained, reason for emergency retention, and expected duration of the emergency retention.

Subd. 3. Assessor Certification

See Article 9, Section 9.01, Subd. 3 of this Agreement.

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.

Subd. 3. Assessor Certification Premium

Effective 1/1/14, a parallel salary schedule will be created for Assessor 1, 2, and 3. The schedule will increase each step by $1.02 per hour for Accredited Minnesota Assessor designation (AMA) and $2.19 per hour for Senior Accredited Minnesota Assessor (SAMA) designation or Certified Assessment Evaluator (CAE) designation of the International Association of Assessing Officers. In no event may an employee receive more than an additional total of $2.19 per hour. AMA certified employees will also assume responsibilities associated with training and mentoring non-SAMA certified employees and assuming committee chair responsibilities.

The city shall reimburse the employee for the cost of the test if the employee successfully passes.

As a transition, the $1.02 per hour for AMA certification or $2.19 per hour for SAMA or CAE

certification shall be treated as certification pay until they are required by the State of Minnesota as a condition to perform assessor work. At that time, non-certified assessors shall be laid off and the certification pay shall be rolled into the base wage.

Section 9.02 - Pay Progressions

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

All regular full-time and regular part-time employees shall be eligible to be considered for advancement to the next higher step within the pay range for their classification, if applicable, upon the completion of each twelve (12) months of *actual paid service* in such classification. Such increases may be withheld or delayed in cases where the employee's job performance has been of a less than satisfactory level in which case the employee shall be notified that the increase is being withheld or delayed and of the specific reasons therefore. All such denials or delays shall be grievable under the provisions of Article 4 of this Agreement. All increases approved pursuant to this section shall be made effective on the first day of the pay period, which includes the date of eligibility.

Subd. 2. Job Sharing Employees

Notwithstanding the provisions of Subd. 1 of this section to the contrary, job sharing employees (i.e., two employees filling one position) shall be considered for advancement to the next one-half higher step within the pay range for their classification, if applicable, upon the completion of each six (6) months of actual paid service in such classification. All other provisions of the subdivision shall also apply to such employees.

Section 9.03 - Advances and Transfers

Subd. 1. Pay Upon Advancement

The salary of an employee who is promoted to a position which provides for a higher maximum salary than the employee's current position shall be the next increment which is closest to a five percent (5%) increase, with a minimum of two and a half percent (2.5%), over the salary last received by such employee in the lower classification and thereafter shall increase in accordance with Section 9.02 of this article. For the purpose of this subdivision, “employee’s salary” shall include all incremental increases the employee would have received within four (4) months after the promotion date had he/she not been promoted. The employee’s classification seniority date and anniversary date for future increment increases shall be the date the employee first begins working in the new classification provided that if the advancement is due to reclassification of an entire job classification, all employees shall retain the classification seniority date held in the previous classification. The provisions of this subdivision shall also be applicable whenever an employee is detailed to perform all or substantially all of the duties of a higher-paid classification. An employee who voluntarily demotes to their previously held position within twelve (12) calendar months following promotion shall have salary set as per Section 9.03, Subd. 3 below.

Subd. 2. Pay Upon Transfer

When an employee attains a position in another classification which provides for an identical top salary/wage 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. If the top salary/wage in the new position is higher, follow Subdivision 1. Pay Upon Advancement. If the top salary/wage in the new position is lower, follow Subdivision 3. Pay Upon Voluntary Demotion.

Subd. 3. Pay Upon Voluntary Demotion

The salary of an employee who voluntarily demotes from one classification to another previously held which provides for a lower maximum salary, shall be set at the increment the employee would have been at had they not left the classification. The employee's classification seniority date and anniversary date for further salary increments shall be set as if the employee had never left the classification. The salary of an employee who voluntarily demotes from one classification to another classification which he/she has never held and which provides for a lower maximum salary shall be set at the same increment as the previously held position. The employee's classification seniority date shall be set at the date the employee begins working in the new classification. The employee's anniversary date for future increment adjustments shall remain as in the previously held classification. Thereafter, the employee shall increase in accordance with Section 9.02 of this article. The provisions of this subdivision shall also be applicable whenever an employee is reclassified pursuant to Section 7.07, Subd. 2 of this Agreement and elects to remain in the reclassified position.

Subd. 4. Pay Upon Disciplinary Demotion

The salary of an employee who is demoted for disciplinary reasons from one classification to another which provides for a lower maximum salary shall be set at the same increment as in the previous classification. The employee's classification seniority date and anniversary date for future increment adjustments shall be the date the employee begins working in the new classification. Thereafter, the employee shall increase in accordance with Section 9.02 of this article.

Section 9.04 - Payrolls and Paydays

A. Non-Exempt Employees - All payrolls shall be calculated on a biweekly basis and employees shall normally be paid every other Friday.

B. Exempt Employees - All payrolls shall be calculated on a biweekly basis and employees shall normally be paid every other Friday. The Employer shall not reduce an employee's salary or accrued leave for absences of less than one full workday.

Section 9.05 - Benefits Calculations and Accruals

For purposes of benefit plan administration, all compensated hours (exclusive of overtime hours and workers' compensation, unemployment compensation or similar insured compensation payments, except as modified by Section 20.04) shall be considered *hours worked* for all benefit accruals provided for by this Agreement. Benefit accruals shall be based upon a proportionate number of straight-time compensated hours only.

Section 9.06 - Shift Differential Pay

Subd. 1. Applicability

Employees who actually work a schedule with a full shift that begins between 12:00 p.m. and 1:59 a.m. or anytime on Saturday or Sunday shall be paid an additional one dollar and sixteen point five cents ($1.165) per hour for all hours worked on such a shift. In addition, should that same employee be authorized to come in early or stay over, working overtime immediately adjacent to such a shift, the one dollar and sixteen point five cents ($1.165) differential shall also be applied to those overtime hours.

Subd. 2. Limitations

Employees who are scheduled to work a full shift which begins outside the designated times denoted above shall not qualify for shift differential pay. Should these employees work overtime, either by coming in early or staying over, onto a shift which qualifies for differential, their sole compensation shall be the payment of overtime or compensatory time if applicable.

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

ARTICLE 10
HOURS OF WORK AND OVERTIME

Section 10.01 - Work Day and Work Week Defined

Subd. 1. Normal Work Day and Work Week Configuration

a. Non-Exempt Employees - The normal work day/work week configuration for all employees covered by this Agreement shall consist of five (5) full shifts of eight and one-half (8½) hours each within each seven (7) calendar day period. Each full shift as defined herein shall include lunch and rest periods as provided for in Subd. 3 of this section. There shall be no split shifts.

b. Exempt Employees - The normal work week for all employees covered by this Agreement shall consist of five (5) days within each seven (7) calendar day period. By written agreement between the employee and their immediate supervisor, the normal work week may be defined to include other configurations. In the event either the employee or the supervisor wish to unilaterally rescind a mutually agreed arrangement, such notice must be given in writing at least fourteen (14) calendar days in advance of a permanent change.

Subd. 2. Irregular Work Day/Work Week Configurations for Non-exempt Employees

In six (6) and/or seven (7) day per week operations, and where other workday/workweek configurations are adopted by the Employer which deviate from that described by Subd. 1, above, the number of hours actually worked by affected employees shall, on the average, be equivalent to the number of hours actually worked by employees under the normal work day/work week configuration described by Subd. 1, above. In no event, however, such as, for example, with respect to shift changes required by shift rotation, shall such equivalent work day/work week configuration require the payment of overtime.

Subd. 3. Lunch and Rest Periods for Non-exempt Employees

Employees are entitled to a thirty (30) minute unpaid uninterrupted lunch break, and two (2), ten (10) minute paid relief periods during each full shift as defined by Subd. 1 of this section at times designated by the Employer, except as may be applicable for abnormal work day/work week configurations provided for by Subd. 2 of this section. Individuals who work ten (10) hour days are entitled to an additional five (5) minute paid relief period per day.

However, in some situations, work demands may preclude the granting of an uninterrupted lunch break or relief period. In such situations, and in the sole discretion of the supervisor, the employee shall either be allowed to:

a. Re-start his/her lunch break at least one (1) hour prior to the end of his/her scheduled shift, or

b. End his/her shift one-half hour prior to the scheduled end time, receiving compensation for all scheduled hours, or

c. Receive compensation for the half-hour at the scheduled overtime rate.

Subd. 4. Other Arrangements Permitted for Non-exempt Employees

By written agreement between the employee and their immediate supervisor, the normal work day and/or work week may be modified provided that the number of hours actually worked by the employee shall, on the average, be equivalent to the number of hours actually worked by employees under the normal work day/work week configuration described by Subd. 1, above. In addition, by written agreement between the employee and their immediate supervisor, the lunch break may be extended with the appropriate work day schedule adjustment and/or the lunch break may be combined with paid rest breaks. In the event either the employee or the supervisor wish to unilaterally rescind a mutually agreed to arrangement, such notice must be given in writing at least fourteen (14) calendar days in advance of a permanent change.

Section 10.02 - Work Schedules

Subd. 1. Scheduling

a. Non-Exempt Employees - Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Employer. Seniority shall be a factor to be

considered in the assignment of employee's to work shifts and schedules with particular regard to the needs of the Employer. The Union may request an explanation of the process used for the scheduling of employees. In the absence of a satisfactory explanation, the union may require the convening of a LMC involving the Division Head as an attempt to reach a satisfactory solution. However, the specific decisions shall not be subject to the grievance procedure identified in Article 4.

b. Exempt Employees - The Employer shall establish workdays.

Subd. 2. Posting of Work Schedules for Non-exempt Employees

Where work schedules are routinely subject to change, work schedules showing the regular shifts, days and hours of involved employees shall normally be prepared and posted at least fourteen (14) calendar days in advance of their effective date. Such work schedules, once posted, will only be modified when necessitated by unscheduled employee absences, unscheduled changes in work load or emergency conditions. Chronic staffing shortages in and of themselves do not constitute an emergency situation for purposes of this subdivision. However, if a department experiences chronic staffing shortages coupled with unscheduled employee absences and unscheduled changes in work load it may necessitate modifying an employee's schedule with less than fourteen (14) calendar days' notice.

Subd. 3. Departures from Normal Established Work Week

In the event the employee work schedules in any work unit are to be changed from the established work week to a new and different work week, the Employer shall meet with the Union at least fourteen (14) calendar days in advance of the scheduled change. Unless the Parties agree to the contrary, such changed work schedules of the work unit shall be assigned on a voluntary basis from employees within the work unit. Provided, however, the Employer reserves the right to fill such changed schedules by inverse classification seniority if the number of volunteers is insufficient. Employees who work irregular or abnormal cyclical schedules (i.e., work schedules other than those which begin each Monday and end the following Friday) shall receive the same number of days off per calendar year as those employees covered by this Agreement who work normal schedules.

Subd. 4. Exchanges for Non-exempt Employees

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

Subd. 5. Flex-Time, Job Sharing, Telecommuting

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

Section 10.03 - Job Shadowing

Employees interested in exploring lateral or advancement opportunities within the City of Minneapolis may request the opportunity to shadow another City of Minneapolis employee for up to one (1) week per calendar year. The details of the shadow opportunity must be reduced to writing and be agreed to by the involved employees and their respective Department Head (s) or designee (s). Approval or denial of a shadow opportunity is not subject to the grievance process as outlined in this Agreement.

Section 10.04 - Overtime Work and Pay

Subd. 1. Overtime Work

Non-exempt employees may be required to work a reasonable amount of overtime as assigned by the Employer. Whenever practical, the employer shall provide reasonable notice to the affected employee.

Subd. 2. Overtime Pay, Non-Exempt Employees

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

a. Daily Overtime Rate. All work performed by a non-exempt employee in excess of eight (8) hours in any work day shall be compensated at the rate of one and one-half (1½) times their regular hourly rate of pay provided the duration of their scheduled work day is eight (8) hours or less. The daily overtime rate described herein shall be paid to non-exempt employees whose scheduled work day is longer than eight (8) hours, only when they are required to work hours in excess of those regularly scheduled.

b. Weekly Overtime Rate. All work performed by non-exempt employees in excess of forty (40) hours in any work week shall be compensated at the rate of one and one-half (1½) times their regular hourly rate of pay.

c. Seventh Day Premium. All work performed by a non-exempt employee on the seventh (7th) consecutive day of work shall be compensated at two (2) times the employee's regular hourly rate of pay.

d. Compensatory Time. The employer cannot mandate the accrual of compensatory time rather than pay when requiring an employee to work overtime. However, non-exempt employees, with the advance approval of their immediate supervisors, may elect to be compensated for overtime work at the rates specified in this subdivision in compensatory time rather than pay. Employees may normally accumulate compensatory time to a maximum of one hundred (100) hours. Compensatory time off shall be scheduled and approved in advance in the same manner as vacation leave. Employees and their supervisors shall diligently work together to schedule accumulated compensatory time off when the impact on the Employer's operation will be minimized. The Employer shall not unilaterally assign compensatory time off to employees at times of its own choosing. Except for the Elections and Voter Registration Department, on the first days of July and December of each year, the Employer shall automatically calculate and pay fifty percent (50%) of each employee's compensatory time

balance between fifty (50) and one hundred (100) hours. In the Elections and Voter Registration Department the Employer shall automatically calculate and pay fifty percent (50%) of each employee's compensatory time balance on the first day of July. One hundred percent (100%) of all balances over one hundred (100) hours shall also be paid. At the employee's choice, this payment may be made in cash or into a deferred compensation account to the extent allowable by law.

Subd. 3. On-Call Pay

The term "on call" is limited to a status in which an employee, though off duty, is required by the Employer, to be available for duty. The employee should receive clear advance notice that he/she will be "on call" and any schedule should be reasonable thus respecting the employee's personal life. The Employer shall establish the expectations associated with the compensation.

A non-exempt employee designated to be "on-call" will receive one-quarter (1/4) hour of straight time pay for each hour the employee is on-call. No additional compensation shall be received unless called back to duty under Subd. 5

An exempt employee will receive $35.00 for each weekday the exempt employee is on call. The exempt employee will receive $45.00 for each Saturday, Sunday or holiday the exempt employee is on call.

Subd. 4. Stand-By for Non-exempt Employees

The term "stand-by" refers to employees required to be available as a witness for court matters at times that fall outside the employee's normally scheduled hours. All stand-by hours must have the approval of the department head or his/her designee.

Employees properly authorized and required by Department rules to stand-by for duty shall be compensated at the rate of one (1) times the regular hourly rate. Time shall be calculated to the nearest one-half (½) hour. If stand-by status is canceled prior to 6:00 p.m. on the day preceding the scheduled stand-by status, the Employer shall not be obligated to compensate an employee for stand-by status. If stand-by status is canceled after 6:00 p.m. on the day preceding the scheduled stand-by status, but before 9:00 a.m. on the day of the scheduled stand-by status, the Employer shall be required to compensate the employee for one (1) hour of stand-by. If stand-by status is canceled after 9:00 a.m. on the day of the scheduled stand-by status, the Employer shall be required to compensate the employee for the greater of: two (2) hours of stand-by; or for the time actually served on stand-by status.

Subd. 5. Call Back to Duty for Non-exempt Employees

An employee called back for duty, regardless of on-call status, shall earn two and two-thirds (2-2/3) hour's pay at the employee's overtime rate or for the hours on duty, whichever is greater.

Subd. 6. Mandatory Meeting Pay

Employees who are required to attend work related meetings or classes at times when they are not scheduled to work shall earn two and two-thirds (2-2/3) hours pay at the employee's overtime rate or for the hours actually worked, whichever is greater. Such minimum pay guarantees shall not apply when the required work is immediately adjacent to a scheduled work shift.

Section 10.05 - Regular Rates of Pay and Overtime Calculations

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

b. 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;

c. 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;

d. 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";

e. All paid time and eligible paid leave time, as defined in this provision, 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;

f. 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;

g. "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;

h. 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. A seventh day worked shall be counted towards meeting the forty (40) hour threshold when it falls in a regularly scheduled shift. 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. Seventh day pay is premium pay and is not overtime pay.

i. 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.

Section 10.06 - Emergency Closings

A. Non-Exempt Employees. The Employer may temporarily suspend all or a portion of its normal operation in response to inclement weather or other emergency conditions. Official closure announcements shall be made by the Employer through internal means and, where appropriate or necessary, be broadcast by WCCO-AM radio (830 kHz) and/or other suitable public media. Non-exempt 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.

B. Exempt Employees. The Employer may temporarily suspend all or a portion of its normal operation in response to inclement weather or other emergency conditions. Official closure announcements shall be made by the Employer through internal means and, where appropriate or necessary, be broadcast by WCCO-AM radio (830 kHz) and/or other suitable public media. Exempt employees shall not be required to use vacation, compensatory time, or sick leave benefits to compensate for lost work.

Section 10.07 - Administrative Leave

Subd. 1. Eligibility

Full-time exempt employees may be granted paid administrative leave consistent with the provisions of this Section and applicable Civil Service Rules.

Subd. 2. Accrual of Administrative Leave

The parties recognize that the work requirement of FLSA exempt employees may exceed, with varying degrees of frequency, the work expectations of a normal work week. The Parties also recognize that the FLSA exempt employee will manage his/her own work schedule in order to balance the time he/she spends working. With this understanding, the Employer has promulgated an Administrative Leave Policy. It is the intent of the Parties that when an exempt employee's work regularly exceeds the expectations of a normal work week, as demonstrated by results, outputs, or job demands, the employee may be granted administrative leave. Administrative Leave is an authorized paid leave of absence measured in increments of at least one full day to be used for absences.

Administrative Leave of up to three days may be granted in writing by an exempt employee's immediate supervisor. Such leave may be granted by the supervisor upon his/her own initiative or upon the written request of the employee. Administrative Leave of up to five (5) days may be granted by an exempt employee's department head upon the department head's own initiative or upon the request of the employee or his/her supervisor. A supervisor or department head may also deny administrative leave.

Subd. 3. Use of Administrative Leave

As provided above, an employee's supervisor or department head shall determine when

Administrative Leave has been earned. Once earned, Administrative Leave days off shall be scheduled and approved in advance. Employees and their supervisors shall diligently work together to schedule Administrative Leave days off so that employees may make maximum use of their accrued Administrative Leave without unreasonably disrupting the business of the Employer. A request to use Administrative Leave for more than three (3) consecutive work days must be approved by the Department Head, or his/her designee. Alternatively, the Employer may pay cash in lieu of time off for some or all of an employee's accrued Administrative Leave at the sole discretion of the employee's Department Head subject to the Department's budgetary considerations. The Employer shall have no obligation to pay cash in lieu of time off for accrued and unused Administrative Leave even upon the termination of an employee's employment. However, if made, such payment shall be based upon the pro-rated portion of the employee's salary in effect at the time of such payment. The denial of a request for Administrative Leave days off shall not be grievable. However, the denial of Administrative Leave days off may be brought before the Administrative Leave Appeals Committee described in Section 10.08, below. The Committee shall have the authority to award time off and such other consideration as the Committee shall deem reasonable and necessary to redress an unwarranted denial of Administrative Leave days off.

Section 10.08 - Administrative Leave Appeals Committee

The Administrative Leave Appeals Committee shall consist of five (5) persons, three (3) of whom are appointed by the Union and two (2) of whom are appointed by the Employer. One of the persons appointed by the Employer shall be the Director of Labor Relations. The members shall serve at the discretion of the appointing party and may be removed at any time (unless a matter is pending before such member) without cause. At the time that the initial members of the Committee are appointed, the Employer may strike up to three (3) nominees nominated by the Union without cause. Beginning with the first calendar year thereafter, the Employer may exercise two strikes per calendar year which may be used to strike either Union appointees or nominees. However, the Employer may not strike a Union appointee while a matter is pending before such appointee.

The purpose of the Committee is to provide a forum other than grievance arbitration to resolve disputes regarding the accrual of Administrative Leave, and the use of Administrative Leave. The Committee in its discretion may determine whether an issue brought to it should be decided upon written memoranda, oral argument and/or evidentiary hearing. The Committee shall have the authority to determine the merit of the case brought before it and to determine an appropriate remedy, if any, within the scope of the authority granted to it under this Section. Decisions of the Committee shall be determined based on a simple majority vote; However, the Committee shall attempt to reach a consensus before voting. Decisions of the Committee shall be final and binding on the parties. The Committee shall not have the authority to modify any term of this Agreement.

Section 10.09 - Phased Retirement Option

Eligible AFSCME represented employees may participate in the Phased Retirement Option (PRO) offered by the Public Employees Retirement Association of Minnesota (PERA) as outlined in - RESOLUTION 2009R-413 adopted 8/28/09 by the Minneapolis City Council. Participation in this program is at the discretion of the employer and requirements and regulations of the program are outlined by PERA.

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 or disability pension as the result of disability incurred on the job. Such time shall be used for the purpose of determining the amount of vacation to which they are entitled each year thereafter.

Subd. 4. Credit During Military Leaves of Absence

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

Section 11.03 - Eligibility: Intermittent and Part-Time Employees

Permanent employees on an intermittent or part-time basis who have worked continuously for six (6) months or more on such basis shall also be granted vacations with pay in direct proportion to the time

actually employed. In no event, however, shall employees receive vacation pay greater than what their earnings would have been during such period had they been working.

Section 11.04 - Vacation Benefit Levels

A. Non-Exempt Employees. Eligible employees shall earn vacation 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.

B. Exempt Employees. Eligible probationary employees shall be granted six (6) vacation days on their first day of employment and six (6) vacation days after six (6) months of employment.

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

Effective each January 1st, eligible employees shall be credited with a full yearly allotment of vacation leave. The amount credited on January 1st of each year shall be determined by the level of credited continuous service an employee will have achieved as of December 31st of that year. Should an employee separate from City service prior to December 31, vacation eligibility shall be based on a monthly proportion of the yearly allotment.

For purposes of this article, the workday shall be defined in accordance with the definition in Section 10.01 Subd. 1 of this Agreement.

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

a. Non-Exempt Employees. 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.

b. Exempt Employees. Effective January 1 of each year, exempt employees will be allowed to draw upon vacation that may be earned during the following twelve (12) months subject to the following conditions:

1. Should the employees earning accrual rate change during the year, the additional earning rate will be prorated for the remainder of the year.

2. Should the employee separate from the City during the year, the annual earning shall be prorated for the actual time worked.

3. Should the employee separate from the City during the year having used in excess of the prorated accrual for actual time worked, the employee shall be required to refund any usage in excess of the prorated accrual value.

4. The maximum accrued vacation leave shall be fifty (50) days. Such maximum accrued vacation shall be calculated by adding the vacation carried from the previous year and the prorated earning from the current year and subtracting any usage during the current year. Accrued benefits in excess of fifty (50) days as of December 31st of each year shall not be recorded and shall be considered lost.

Subd. 2. Negative Accruals Permitted

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

b. Employees hired after January 1, 1973, shall normally be authorized to utilize only vacation benefits actually accrued to the date of their return from vacation. Increases in such employee's vacation allowances shall be made at the beginning of the pay period during which they complete the appropriate number of years of continuous service. Such employees may at their Department's sole discretion, be permitted to use negative vacation accruals for

emergency events. Such amount shall not exceed the anticipated earnings for the immediately succeeding twelve (12) month period. Employees separating from service will be required to refund vacation used in excess of accrual at the time of separation, if any.

Subd. 3. Vacation Usage and Charges Against Accruals

a. Non-Exempt Employees. 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.

b. Exempt Employees. Vacation shall begin on the first full workday an employee is absent from duty. When said vacation includes a holiday, the holiday will not be considered as one of the vacation days. Vacation shall be charged only for a full day absence from duty.

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

Each business activity should have a vacation policy. The policy and the related procedures (work rules) may contain any business related limitations deemed necessary by the Employer.

Employees may request the use of vacation within the policy parameters in writing. If the employee requests the use of vacation in writing, the department head, or his/her designee, shall respond in writing. If an employee is repeatedly denied in writing the use of vacation requested within the parameters, the reasonableness of such denials shall become subject to the dispute resolution procedures contained in Article 4 of this Agreement. Any grievance filed under this section shall be filed exclusively by the Union and shall be filed at Step 2. If the denials are found to be unreasonable, the remedy shall be the immediate scheduling of the number of requested vacation days in the last written request.

Modifications to the procedures or restrictions related to the vacation policy shall be governed under Article 18 of the Agreement.

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 who are not required to work on a day recognized by this Agreement as a holiday shall be entitled to holiday pay provided such employee has worked at least two (2) hours on the last working day immediately before and at least two (2) hours on the next working day immediately after such holiday or, such employee is on a paid leave of absence, vacation or sick leave properly granted.

Subd. 2. Holiday Pay and Rate

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

Subd. 3. Holidays During Vacation and Sick Leave

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

Subd. 4. Holidays for Employees on Irregular Schedules

Employees eligible to receive holiday pay as outlined in this article who are required to work irregular work schedules (e.g. 10 or 12 hour shifts), excluding employees allowed to work an alternative schedule in accordance with Article 10.01 Subd. 4, shall receive holiday pay according to Subd. 2. Employees shall select from the following options for the difference between their regularly scheduled hours and the holiday pay: (a) Take no pay; (b) Make up the hours on alternate work days within the same work week, subject to supervisory approval; (c) Use vacation or comp time; or (d) Use budgetary leave.

Section 12.03 - Holidays Defined

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

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

In the event that the City Council names Indigenous Peoples Day (Columbus Day) as a workday, it shall be replaced with a Floating Holiday. The Floating Holiday shall be considered as the equivalent of eight (8) hours for a full-time non-exempt employee and one (1) full day for an exempt employee. The day shall be pro-rated for part-time employees. Employees must use their full floating holiday at one time and must request the use of the floating holiday the same as for vacation. An employee must use their floating holiday in each calendar year or it will be lost. An employee who terminates their employment with the City between January 1st and June 30th who has not used their floating holiday shall be paid for four (4) hours of the holiday (prorated for part-time employees). An employee who terminates their employment with the City between July 1st and December 31st who has not used their floating holiday shall be paid for eight (8) hours of the holiday (prorated for part-time employees). The impact of the change on employees working in 24 hour operations shall be further negotiated if the change takes place.

Section 12.04 - Holidays Worked

Subd. 1. Normal

a. Non-Exempt Employees, except for those within the scope of Subd. 2, below, 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. 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.

b. Exempt Employees who are eligible for holiday pay and who are required to work on a holiday shall be granted another day off with pay. 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.

Subd. 2. Non-Exempt Employees Who Regularly Work Weekends

Notwithstanding other provisions of this article, those employees who are regularly scheduled to work on weekends shall work their regularly scheduled shift and their regular, year-round work schedules shall take the number of holidays referenced in Section 12.03 of this article into account in determining the total number of days off per year. Such employees shall be paid at the rate of one and one-half (1½) times their regular rates of pay if required to work on any actual holiday. Holidays falling on weekends shall not be observed on Fridays and/or Mondays by such employees.

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 State Statute

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

Subd. 1. Military Leave

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

Upon removal or resignation from an unclassified City position the employee shall be returned to a vacancy in his/her last held permanently certified classification title in the City of Minneapolis. If there is no vacancy, he/she shall displace the least senior employee in the title. If the title no longer exists, he/she shall be treated as if identified for layoff and have bumping rights pursuant to Section 8.01 Subd. 4.

Subd. 3. Union Leave

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

Subd. 4. School Conference and Activities Leave

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

Subd. 5. Family and Medical Leaves

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

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

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

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

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

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

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

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

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

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

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

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

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

g. Reinstatement - Upon the expiration of family and medical leaves, employees will be returned to an equivalent position within their former job classification. Additional leaves of absence without pay described elsewhere in this Agreement may be granted by the Employer within its reasonable discretion, but reinstatement after any additional leave of absence without pay which may have been granted by the Employer in conjunction with family and medical leaves, is subject to the limitations set forth in Section 13.03 (*Leaves of Absence Governed by this Agreement*) of the Agreement.

Section 13.03 - Leaves of Absence Governed by this Agreement

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

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

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

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

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

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

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

Subd. 7. Budgetary Leave. An employee may request an unpaid leave of absence under the terms of this Section. The division director or department head may, based upon the legitimate business needs of the Department, grant the request. Reasons for any denial shall be provided to the employee. Except in the circumstance where Budgetary Leave has already been approved, requests for the use of vacation shall supersede requests for Budgetary Leave.

1. Holidays for Employees on Irregular Schedules. Employees required to work irregular work schedules (e.g. 10 or 12 hour shifts), in accordance with Article 12.02 Subd. 4, shall be permitted, as an option, to take budgetary leave for the difference between their regularly

scheduled hours and the holiday pay hours for that day. Approval from the division director or department head is not required for using budgetary leave under this provision.

2. Continuous Leave. An employee may request a leave of absence for a continuous period of not less than four weeks and not more than 12 months. Such leave shall be taken in increments of not less than one week. To be eligible for the leave, the employee must notify the Employer in writing on or before November 1 of the year prior to the payroll year in which the leave is to occur. Such written notice shall include the requested starting and ending date of the leave. Once granted by the Employer, the employee must take such leave during the period requested and may not return to work unless the Employer, in its sole discretion, agrees to rescind or cancel the leave.

3. Intermittent Leave. An employee, who has not taken or committed to a continuous budgetary leave during any payroll year, may request an intermittent unpaid leave of absence for up to 90 calendar days during any payroll year. Such leave may be taken intermittently in increments of not less than one day, however, with the written approval of his/her supervisor; non-exempt employees may use intermittent budgetary leave for educational or personal reasons in increments of less than one day.

4. With Binding Commitment. Intermittent budgetary leave may be granted (subject to the business needs of the Department) if requested by the employee in writing no later than thirty (30) days prior to the commencement of the first segment of such leave. The employee shall notify the Employer at least thirty (30) days before the first day of leave. Requests for leave made on less than thirty (30) days' notice may be granted or denied by the Employer on the same terms as a request for vacation; however, the Employer shall use its best efforts to accommodate the requests of the Employee. The written request must specify the number of days of unpaid leave to be taken by the employee.

   Once the Employer approves the request, the employee must take unpaid leave in the amount approved unless the Employer, in its sole discretion, agrees to rescind or cancel the leave. If the Employee has not exhausted his/her leave or designated the days on which he/she will be off on or before September 1, the Employer may schedule the time off at its discretion, but shall attempt to do so on days mutually agreeable to the employee.

   Non-exempt employees who request budgetary leave with a "binding commitment" may request a portion of their hours actually worked to be banked for use during budgetary leave using a form designated by the Employer. The Employer shall be responsible for maintaining a record of each employee's "bank". In such case, the employee shall draw upon the budgetary leave bank during the time of leave. Employees shall not be allowed to draw upon anticipated budgetary leave balances. If there is an insufficient balance to cover the requested leave, the leave shall be without pay. Employees may cancel a request for withholding of hours with seven (7) days' notice. All budgetary leave "bank" balances not exhausted by December 31 of the year in which they were banked shall be reimbursed to the banking employee at the rate of pay in effect on December 31.

   During budgetary leave of absence, an employee shall continue to accrue vacation, sick leave

and seniority and the Employer shall continue to pay the Employer's portion of any health or life insurance premiums in effect immediately prior to the commencement of such leave. Similarly, the employee shall continue to pay any monthly employee portions in order to maintain benefit levels.

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 reasonably 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 in a criminal proceeding 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. The City of Minneapolis may charge a fee to the party issuing the subpoena for lost work time due to interview(s) or preparation(s) associated with being a witness.

If an employee is excused from jury duty prior to the end of the normal workday, he/she shall return to work if reasonably practicable or make arrangements for a leave of absence without pay or use vacation or compensatory time. 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 civil litigation, not in the status of an employee, shall not qualify for leave under this section. Such absences shall be charged against accumulated vacation, compensatory time or be without pay.

Section 14.04 - Military Leave

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

Section 14.05 - Olympic Competition Leave

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

Section 14.06 - Return from Leaves of Absence With Pay

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

Section 14.07 – Organ or 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 an organ or 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 14.08 - Voting Leave

Subd. 1. Right to be Absent

Every employee who is eligible to vote in an election has the right to be absent from work for the time necessary to appear at the employee's polling place, cast a ballot and return to work on the day of the election, without penalty or deduction from salary or wages because of absence. An employer or other person may not directly or indirectly refuse, abridge, or interfere with this right or any other election of an employee.

Subd. 2. Elections Covered

For purposes of this section, "election" means a regularly scheduled state primary or general election, an election to fill a vacancy in the office of United States senator or United States representative, or an election to fill a vacancy in the office of state senator or state representative.

Prior to an election the Employer and the employee will work collaboratively to determine the most effective and efficient manner to follow the Statute considering the rights of the employee and the needs of the organization. If there are changes to the Statute during the term of this Agreement, the rights and/or requirements of this section will alter to conform to the letter and spirit of the Statute.

ARTICLE 15
SICK LEAVE

Section 15.01 - Sick Leave

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

Section 15.02 - Definitions

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

Subd. 1. Ocular and Dental

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

Subd. 2. Chemical Dependency

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

Subd. 3. Chiropractic and Podiatrist Care

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

Subd. 4. Illness or Injury in the Immediate Family

Employees may utilize accumulated sick leave benefits for reasonable periods of time when their absence from work is made necessary by the illness or injury of their dependent child ("child" shall include the employee's biological, step, adopted, or foster child under 18 years of age, or under 20 years of age if still attending secondary school) and 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, parent-in-laws, sibling, adult child, grandchild, grandparent, stepparent, guardian or ward. The utilization of sick leave benefits under the provisions of this subparagraph shall be administered under the same terms as if such benefits were utilized in connection with the employee's own illness or injury. Additional time off without pay, vacation, sick leave, or compensatory time if available and requested in advance, shall be granted as may reasonably be required under individually demonstrated circumstances. Nothing in this subdivision limits the rights of employees under the provisions of Section 13.02, Subd. 5 (Family and Medical Leaves) of this Agreement.

Section 15.03 - Eligibility, Accrual and Calculation of Sick Leave

A. Non-Exempt Employees. If permanently certified employees who regularly work more than half time per week, are absent due to illness, such absences shall be charged against their accumulated accrual of sick leave. Sick leave pay benefits shall be accrued by eligible employees at the rate of 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.

B. Exempt Employees. If permanently certified employees who regularly work more than half time, are absent for a full day due to illness, such absences shall be charged against their accumulated accrual of sick leave. Sick leave shall begin on the first full workday an employee is absent from duty due to illness. Sick leave pay benefits shall be credited to eligible employees at the rate of twelve (12) days per calendar year worked. Eligible probationary employees shall be granted six (6) sick days on their first day of employment and six (6) sick days after the first six (6) months of employment.

   Eligible employees shall be granted a full yearly allotment of sick leave on January 1st of each year. Should an employee separate from City service, sick leave eligibility shall be based on a monthly proportion of the yearly allotment.

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, 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 claims 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. Exempt employees shall only be required to use sick leave for full day absences.

Section 15.05 - Interrupted Sick Leave

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

Section 15.06 - Sick Leave Termination

No sick leave shall be granted an employee who is not on the active payroll or who is not 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 day and periods of less than one-half (½) day shall be disregarded.

Section 15.10 - Notification Required

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

ARTICLE 16
SICK LEAVE CREDIT PAY AND SEVERANCE PAY

Section 16.01 - Annual Sick Leave Credit Plan

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

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

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

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

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

ii. *At Least Ninety (90) Days, But Less Than One Hundred Twenty (120) Days.* Payment

shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on seventy-five percent (75%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

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

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

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

Section 16.02 - Accrued Sick Leave 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 had:

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

2. who have reached sixty years of age, or

3. who are required to separate early because of a disability.

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. One-hundred percent (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.

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 BENEFITS

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 167.01.

(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.

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 "E".

(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.

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.

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 and to provide appropriate Safety training. 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. The Employer shall ensure that the Union receives copies of all Citywide policies related to employee safety.

Section 20.02 - Safety Shoe Expense Reimbursements

Employees who are required by the Employer to wear safety shoes as a condition of employment shall be eligible to participate in the Employer's Safety Shoe Expense Reimbursement Program. Such program shall provide an annual reimbursement amount of up to one-hundred forty dollars ($140.00) for

purchase or repair of safety shoes, with a rollover of one (1) year. Employees shall be required to submit adequate proof of purchase or repair before reimbursement is made.

Section 20.03 - Uniforms

If a department, division, or functional sub-division requires members to wear a specified uniform, it shall also form a Labor Management Committee to determine implementation guidelines. The guidelines shall include appropriate appearance issues, replacement issues, and/or reimbursement issues.

Section 20.04 - 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 20.05 - Benefits During Workers' Compensation Absences

Employees who are unable to work due to a work-related illness or injury and who are placed on a workers' compensation leave of absence shall continue to receive medical, life and dental insurance benefits until they have either been released for work with temporary restrictions or have reached maximum medical improvement and/or permanent restrictions whichever occurs sooner. Further, they shall continue to accrue sick leave and vacation benefits as if they were actively employed during the first thirty (30) calendar days of the leave. Employees shall be compensated for all work time lost on the day a work-related injury occurs where medical treatment is necessary. Moreover, such employees shall be compensated for up to one (1) hour of work time for each fitness-for-duty examination which occurs during the employee's absence. Such compensation shall not be paid, however, where the employee is drawing workers' compensation *lost time* benefits.

Section 20.06 - Drug and Alcohol Testing

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

Section 20.07 - Work Place Environment

The Employer and the Union reaffirm their commitment to encourage and maintain a work environment that is hospitable to all employees, managers, and supervisors. Both parties share the goal of supporting the well-being of employees, supervisors and managers.

Additionally, from time to time there will be changes in work expectations and/or workflow that may have an impact on members of the bargaining unit. The Employer and Union aspire to work collaboratively in fulfilling the need to meet customer expectations utilizing limited

resources while providing for the employee's need for training, vacation and sick leave. An employee or group of employees with concerns about their workload in terms of their ability to fulfill position expectations within the normal work day and work week as defined in Section 10.01 may request a meeting with their supervisor/managers and their union representatives to investigate and discuss the concerns and to make recommendations related to the concerns.

ARTICLE 21
LABOR-MANAGEMENT COMMITTEE

Section 21.01 - General Committees

The Employer and the Union shall form a Joint Labor-Management Committee and/or individual departmental committees for the continuing purpose of meeting and discussing matters of mutual interest and concern. The committee shall be chaired jointly by a representative of the Employer and a representative of the Union and shall consist of up to eight (8) additional members appointed equally by both Chairs. The Committee shall meet on a bimonthly basis (or as otherwise agreed upon by the Committee Chairs) during normal, daytime working hours. Employee members of the Committee shall be paid their regular, straight-time base rates of pay for all working hours lost as a result of such meetings. The Committee shall operate on a recommendation basis only and the Committee Chairs shall mutually determine all questions of process, procedure and agenda content.

Section 21.02 - Health and Safety

Upon the request of either Party, but not more frequently than once each calendar month, the Union and the Employer shall meet and confer relative to health and safety matters.

Section 21.03 - Training and Education

The City is responsible for ensuring that employees receive training necessary for the performance of their assigned duties. Similarly, the City is committed to making realistic efforts to provide opportunities for professional growth that will increase the employee's immediate and longer-termed value to the City.

Section 21.04 - Experimental Program Review Committee

The Employer and the Union shall appoint four (4) representatives to the Experimental Program Review Committee. The Employer shall appoint two (2) representatives and the Union shall appoint two (2) representatives. The purpose of the Committee is to review experimental programs that, if implemented, may require modifications to the terms and conditions of employment contained in this Agreement.

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

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

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

ARTICLE 22
SUBCONTRACTING AND PRIVATIZATION

The Employer shall provide the Union with a copy of any request for proposal which would result in the subcontract or privatization or outsourcing of bargaining unit work at the same time such request for proposal is made public. The Employer shall provide the Union with sixty (60) days written notice prior to the effective date of any subcontract or privatization agreement which may have an adverse effect on bargaining unit employees. At the request of the Union, the Parties shall meet and negotiate in an effort to minimize the adverse effects of the Employer's decision upon affected bargaining unit employees.

ARTICLE 23
COLLECTIVE BARGAINING

Section 23.01 - 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 23.02 - Separability and Savings

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

ARTICLE 24
TERM OF AGREEMENT

Section 24.01 - Term of Agreement and Renewal

The provisions of this Agreement shall become effective on January 1, 2017, and shall remain in full force and effect through December 31, 2019. 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 24.02 - Post-Expiration Life of Agreement

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

Section 24.03 - Termination

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

[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:

Timothy Giles Date
Director, Employee Services

APPROVED AS TO FORM:

Assistant City Attorney Date
For City Attorney

CITY OF MINNEAPOLIS:

Spencer Cronk Date
City Coordinator

COUNTERSIGNED:

Finance Officer Date

FOR THE UNION:

Michael LaCoste Date
Field Representative

Sarah Maxwell Date
President, AFSCME Local #9

Kimberly Bray Date
Negotiations Committee, AFSCME Local #9

James Huntzicker Date
Negotiations Committee, AFSCME Local #9

Angela Lund Date
Negotiations Committee, AFSCME Local #9

Anthony Schendel Date
Negotiations Committee, AFSCME Local #9

Robin Utto Date
Negotiations Committee, AFSCME Local #9

Marcia Westbrook Date
Negotiations Committee, AFSCME Local #9

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.

F.

7. **RIGHTS OF EMPLOYEES**

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

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

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

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

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

E. The right of an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the Employer not to be discharged unless the employee has been determined by a Minnesota Licensed Alcohol and Drug Counselor (LADC) or a physician trained in the diagnosis and treatment of chemical dependency to be chemically dependent and the Employer has first given the employee an opportunity to

participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with a Minnesota LADC or a physician trained in the diagnosis and treatment of chemical dependency, and the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion;

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

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

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

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

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

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

8. ACTION AFTER TEST

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

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

1. **First Offense** - The employee will be referred for an evaluation by an LADC or a physician trained in the diagnosis and treatment of chemical dependency. If that evaluation determines that the employee has a chemical dependency or abuse problem, the Employer will give the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or

alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with an LADC or a physician trained in the diagnosis and treatment of chemical dependency. If the employee either refuses to participate in the counseling or rehabilitation program or fails to successfully complete the program, as evidenced by withdrawal or discharge from the program before its completion, the Employer may impose discipline, up to and including discharge.

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

B. **Suspensions and Transfers.**

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

2. **Pending Results of Confirmatory Retest. Confirmatory retests of the original sample are at the employee's own expense.** When an employee requests that a confirmatory retest be conducted, the employer may place the employee on unpaid leave, place the employee on paid investigatory leave or transfer the employee to another position at the same rate of pay provided the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other City employees, or the public. An employee placed on unpaid leave may use his/her accrued and unused vacation or compensatory time during the time of leave. An employee who has been placed on unpaid leave must be made whole if the outcome of the confirmatory retest is negative.

3. **Rights of Employee in Event of Work Restrictions.** In situations where the employee is not allowed to remain at work until the end of his/her normal work day pursuant to this paragraph B, the Employer may not prevent the employee from removing his/her personal property, including but not limited to the employee's vehicle, from the Employer's premises. If the employer reasonably believes that upon early dismissal from work

under this paragraph the employee is about to commit a criminal offense by operating a motor vehicle while impaired by drugs or alcohol, the Employer may advise the employee that 911 will be called if the employee attempts to drive or call 911 before dismissing the employee from work so that a law enforcement officer may determine whether the employee is able to operate a motor vehicle legally. This LOA is not applicable with regard to any such determination by a law enforcement officer.

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

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

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

9. DATA PRIVACY

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

10. **APPEAL PROCEDURES**

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

B. Concerning disciplinary actions taken pursuant to this drug and alcohol testing LOA, available Civil Service Commission appeal procedures are as follows:

1) Non-Veterans on Probation: An employee who has not completed the probationary period and who is not a Veteran has no right of appeal to the Civil Service Commission.

2) Non-Veterans After Probation: An employee who has completed the probationary period and who is not a Veteran has a right to appeal to the Civil Service Commission only a suspension of over thirty (30) days, a permanent demotion (including salary decreases), or a discharge, if the employee submits a notice of appeal within ten (10) calendar days of the date of mailing by the Employer of notice of the disciplinary action.

3) Veterans: An employee who is a Veteran has a right to appeal to the Civil Service Commission a permanent demotion (including salary decreases), or a discharge, if the employee submits a notice of appeal within sixty (60) calendar days of the date of mailing by the Employer of notice of the disciplinary action, regardless of status with respect to the probationary period. An employee who is a Veteran has a right to appeal to the Civil Service Commission a suspension of over thirty (30) days if the employee submits a notice of appeal within ten (10) calendar days of the date of mailing by the Employer of notice of the disciplinary action. An employee who is a Veteran may have additional rights under the Veterans Preference Act, *Minnesota Statutes* §197.46.

C. All notices of appeal to the Civil Service Commission must be submitted in writing to the Minneapolis Civil Service Commission, 250 South 4th Street - Room #100, Minneapolis, MN 55415-1339.

D. An employee may elect to seek relief under the terms of his/her collective bargaining agreement by contacting the appropriate Union and initiating grievance procedures in lieu of taking an appeal to the Civil Service Commission.

11. **EMPLOYEE ASSISTANCE**

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

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:

Timothy Giles Date
Director, Employee Services

FOR THE UNION:

Sarah Maxwell Date
President, AFSCME Local #9

Michael LaCoste Date
Field 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	

ATTACHMENT "B"

CITY OF MINNEAPOLIS

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 5, LOCAL UNION NO. 9, AFL-CIO (General Office Clerical and Technical Unit)

LETTER OF AGREEMENT
Job Bank and Related Matters

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

GENERAL PROVISIONS

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

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

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

JOB BANK PROCESS AND PROCEDURE

I. Job Bank Assignment

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

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

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

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

II. Job Bank Activities

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

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

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

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

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

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

b. **Reassignment.** The Employer reserves the right to transfer an employee in the Job Bank to a new position and/or duty location within their job classification at a time determined to be appropriate by the Employer. Such reassignments terminate the affected employee's assignment to the Job Bank. If the Labor

Agreement covering the job classification of the employee reassigned under this paragraph specifically permits a probationary period upon reassignment, the provisions of subparagraph a.iii., above, shall apply as if the reassignment had been a transfer.

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

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

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

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

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

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

3. During their assignment to the Job Bank, affected employees will be provided an opportunity to meet with the Employer's Placement Coordinator to discuss such matters

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

III. Layoff, Bumping and Retirement Considerations

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

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

   The terms of this provision relating to the continuation of insurance benefits will expire on December 31, 2019. 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, 2019.

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, 2019.

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

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

FOR THE EMPLOYER:

_____

Timothy Giles Date
Director, Employee Services

FOR THE UNION:

_____

Sarah Maxwell Date
President, AFSCME Local #9

_____

Michael LaCoste Date
Field Representative

ATTACHMENT "C"

CITY OF MINNEAPOLIS

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 5, LOCAL UNION NO. 9, AFL-CIO (General Office Clerical and Technical Unit)

LETTER OF AGREEMENT
Return to Work/Job Bank Program

The City of Minneapolis and the American Federation of State, County and Municipal Employees, District Council No. 5, Local Union No. 9, AFL-CIO, General Office Clerical & Technical Unit (hereinafter referred to as the ***Employer*** and the ***Union***, respectively or the ***Parties***, collectively) have entered into a collective bargaining agreement (the ***Agreement***) for the period from **January 1, 2017 through December 31, 2019.** The Agreement covers the terms and conditions of employment of certain employees of the Employer who are represented for purposes of collective bargaining by the Union. This Letter of Agreement outlines additional agreements between the Parties which were reached during the term of the Agreement and which the Parties now desire to confirm.

GENERAL PROVISIONS OF THE RETURN TO WORK PROGRAM:

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

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

RETURN TO WORK PROCESS:

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

RTW – Phase I

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

RTW – Phase II

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

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

RTW – Phase III

JOB BANK PROCESS:

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

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

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

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

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

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

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

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

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

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

Filling Vacant Positions:

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

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

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

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

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

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

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

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

FOR THE EMPLOYER:

Timothy Giles Date
Director, Employee Services

FOR THE UNION:

Sarah Maxwell Date
President, AFSCME Local #9

Michael LaCoste Date
Field Representative

ATTACHMENT "D"

CITY OF MINNEAPOLIS

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 5, LOCAL UNION NO. 9, AFL-CIO (General Office Clerical and Technical Unit)

LETTER OF AGREEMENT
Arbitrator Panel Maintenance

WHEREAS, The City of Minneapolis (hereinafter "Employer") and the AFSCME General Office Clerical and Technical Unit (hereinafter "Union"), jointly "The Parties", are Parties to a Collective Bargaining Agreement (hereinafter "Labor Agreement") that is currently in effect.

WHEREAS, Section 4.03 of the Labor Agreement provides for the creation of a panel of arbitrators to be used for grievance arbitration.

WHEREAS, Section 4.03 of the Labor Agreement does not establish procedures for maintaining the panel of arbitrators.

WHEREAS, 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:

_____

Timothy Giles Date
Director, Employee Services

FOR THE UNION:

_____

Sarah Maxwell Date
President, AFSCME Local #9

_____

Michael LaCoste Date
Field Representative

ATTACHMENT "E"

CITY OF MINNEAPOLIS

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 5, LOCAL UNION NO. 9, AFL-CIO (General Office Clerical and Technical Unit)

LETTER OF AGREEMENT
2017 Health Care Insurance

WHEREAS, the City of Minneapolis (hereinafter "City") and the AFSCME General Office Clerical and Technical Unit (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, 2017;

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows for the period January 1, 2017 through December 31, 2017:

1. The City will offer medical plans through Medica Insurance Company ("Medica"). Employees can elect to enroll in one of six (6) provider options. Medica Elect is a managed care model, Medica Choice is an open access model, and Fairview and North Memorial Vantage with Medica, Inspiration Health by HealthEast with Medica, Park Nicollet First with Medica and Ridgeview Community Network are accountable care organizations (ACOs).

2. Medica 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, 2016 (the "wellness premiums") will be lower than the premiums for subscribers who do not earn the required wellness program points by August 31, 2016 (the "standard premiums"). Any changes to the wellness program requirements as described in the 2016 *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 2017, the "wellness premium" will also apply to all employees who are newly enrolled in the medical plan after June 1, 2016.

3. For the period January 1, 2017 through December 31, 2017, the City will pay $530.00 or the cost of the premium, whichever is less, per month for employees who elect single coverage under the medical plan.

4. For the period January 1, 2017 through December 31, 2017, the City will pay $1,435.00 or the cost of the premium, whichever is less, 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 sole 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 periodically to review the assets and investment options for the Trust.

8. 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.

9. The City will make a contribution to the Plan in the annual amount of $1,080.00 for employees who elect single coverage and $2,280.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such City contribution shall be made in semi-monthly installments equal to one-twenty fourth (1/24) of the designated amount and shall be considered to be contract value in the designated amount.

10. 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.

11. 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 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.

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.

16. The Parties agree to re-negotiate the terms of this agreement in the event the City decides to implement self-insurance as the funding mechanism for the City of Minneapolis Medical Plan.

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

FOR THE EMPLOYER:

_____

Timothy Giles Date
Director, Employee Services

FOR THE UNION:

_____

Sarah Maxwell Date
President, AFSCME Local #9

_____

Michael LaCoste Date
Field Representative

ATTACHMENT "F"

CITY OF MINNEAPOLIS

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 5, LOCAL UNION NO. 9, AFL-CIO (General Office Clerical and Technical Unit)

LETTER OF AGREEMENT
Elections & Voter Registration Health Insurance

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.

WHEREAS, the Parties to this Letter of Agreement desire to enter into an Agreement which will provide for limited health insurance benefits for employees in the job classification of Office Support Specialist I Permanent-Intermittent in the Elections and Voter Registration Department;

NOW, THEREFORE the Parties do hereby agree that:

1. The job classification of Office Support Specialist I Permanent-Intermittent in the Elections and Voter Registration Department averages .75 FTE over a four-year period. The hours of work are determined by the workload and vary throughout the year, dependent upon the cyclical nature of election functions.

2. The City of Minneapolis agrees to record time not worked as budgetary leave thereby budgeting the Office Support Specialist I position as Permanent-Full Time, 1.0 FTE.

3. The employee will be eligible to participate in all City of Minneapolis benefit packages.

4. The employee agrees to pay twenty five (25) % of the City of Minneapolis portion of the health coverage premium, based on the low-cost plan, on a yearly basis in addition to the regular employee portion if health coverage with the City is chosen. The employee agrees to make two equal payments, determined by the requirements of the plan, in January and again in July.

5. The Parties acknowledge that no other conditions of employment have changed.

6. The Elections and Voter Registration Department agrees to monitor the conditions outlined above and administratively process records accordingly.

The Parties have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below:

FOR THE EMPLOYER:

_____

Timothy Giles Date
Director, Employee Services

FOR THE UNION:

_____

Sarah Maxwell Date
President, AFSCME Local #9

_____

Michael LaCoste Date
Field Representative

ATTACHMENT "G"

CITY OF MINNEAPOLIS

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 5, LOCAL UNION NO. 9, AFL-CIO (General Office Clerical and Technical Unit)

LETTER OF AGREEMENT
Temporary Periods of Unanticipated Reductions in Revenue/Furloughs

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

1. The Employer, upon identifying revenue reductions as aforesaid, shall at least two weeks prior to the implementation of any furloughs provide notice to AFSCME Council 5, Local 9 with a written report detailing:

   (a) the department(s) affected and the financial impact on the department(s),

   (b) the reason for the shortfall,

   (c) an estimate of the number of furlough days to address the shortfall and the portion of the days associated with the AFSCME Council 5, Local 9 and

   (d) the positions projected to be furloughed.

   For each department that will impose furloughs, the Department Head shall meet and confer with AFSCME Council 5, Local 9 and the affected employees within the department to present the information above, and to describe other responses to the shortfall that have been considered and any other steps being taken to address the shortfall,

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

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

4. Furlough days will be designated around holidays and weekends when practicable. If an employee is furloughed the day before or the day after a paid holiday, the rules for being in paid status the day before and after the holiday will not apply.

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

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

7. The department head will notify the employee(s) and AFSCME Council 5, Local 9 of an impending furlough not less than two pay periods prior to its implementation.

8. Unless voluntary, unpaid time off shall not be more than ten (10) days per calendar year and not more than one (1) day per pay period. However, the Employer may request, based upon the information provided in #1 above, that AFSCME Council 5, Local 9 increase this maximum number of furlough days to fifteen (15) per calendar year and/or two (2) days per pay period. AFSCME Council 5, Local 9 shall have no more than two (2) weeks to respond to such a request. If AFSCME Council 5, local 9 does not respond within the two-week period, then the Employer's request shall be deemed to be approved.

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

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

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

12. This agreement is not effective until the City Council passes and the Mayor signs an ordinance authorizing the imposition of unpaid furloughs on non-represented and appointed City employees, excluding charter department heads, of not more than twenty (20) days per calendar year and not more than two (2) days per pay period. Further, this agreement is not effective until labor agreements between the Employer and MPEA, Supervisors Association, and one other union containing provision for involuntary furloughs are effective.

13. This agreement is null and void if no other bargaining unit agrees to mandatory furloughs. This agreement will sunset on December 31, 2019.

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

FOR THE EMPLOYER:

_____

Timothy Giles Date
Director, Employee Services

FOR THE UNION:

_____

Sarah Maxwell Date
President, AFSCME Local #9

_____

Michael LaCoste Date
Field Representative

ATTACHMENT "H"

CITY OF MINNEAPOLIS

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 5, LOCAL UNION NO. 9, AFL-CIO (General Office Clerical and Technical Unit)

LETTER OF AGREEMENT
Fire Inspections Job Series

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the American Federation of State, County and Municipal Employees, District Council No. 5, Local Union No. 9, AFL-CIO, General Office Clerical and Technical Unit (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

NOW, THEREFORE, it is hereby agreed to amend Article 7 as follows:

1. Incumbents in the positions of Fire Inspections Specialist I, Fire Inspections Specialist II in the Regulatory Services Department, upon obtaining the necessary education and experience, may be promoted, as defined in the Collective Bargaining Agreement, through the job series upon the recommendation of the Director of Regulatory Services without competitive examination.

2. AFSCME and the City agree that this represents the full and complete agreement of the parties regarding the Fire Inspection job series.

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

FOR THE EMPLOYER:

Timothy Giles Date
Director, Employee Services

FOR THE UNION:

Sarah Maxwell Date
President, AFSCME Local #9

Michael LaCoste Date
Field Representative

ATTACHMENT "I"

CITY OF MINNEAPOLIS

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 5, LOCAL UNION NO. 9, AFL-CIO (General Office Clerical and Technical Unit)

LETTER OF AGREEMENT
Uniforms: Animal Control, Traffic Control, Fire Inspection Services

THIS AGREEMENT, by and between the City of Minneapolis (hereinafter the "City") and AFSCME Council 5, Local 9 (hereinafter the "Union"), is made pursuant to the City's and the Union's agreement regarding the issues set forth below.

WHEREAS the City and the Union have agreed that the members of the Union who are Traffic Control Agent I, Fire Inspections Coordinator, Fire Inspections Specialist I, Fire Inspections Specialist II, Animal Control Warden, Animal Control District Lead, Animal Care Technician, Animal Care Technician II, or Veterinary Care Technician, are required to wear particular uniforms, insignia and equipment; and

NOW THEREFORE THE CITY AND THE UNION AGREE:

Effective January 1 of each year, employees are eligible for the following annual clothing and equipment allocation:

Code Compliance Specialist - Traffic	$1,000
Fire Inspections Coordinator	$1,000
Fire Inspections Specialist I	$1,000
Fire Inspections Specialist II	$1,000
Animal Control Warden	$1,000
District Lead, Animal Control	$1,000
Animal Care Technician	$750
Animal Care Technician II	$750
Veterinary Care Technician	$750

Newly hired employees shall be allocated two (2) times the annual clothing and equipment allocation. The employee will have two years to use the total allocation, but will be expected to be properly dressed at all times. On January 1, the employee will be eligible for the annual clothing and equipment allocation. If the employee leaves the department within the first year, he/she is required to turn in all serviceable uniforms and equipment for the department to re-use.

The employee shall obtain uniform and equipment items from a City-approved vendor and turn in all packing lists/proof of delivery from the transaction to the department's designee. The City will then pay the vendor for the items purchased using a City-generated purchase order.

The Employer shall maintain a Uniform Committee consisting of supervisory and non-supervisory employees. The purpose of this Committee is to make recommendations to management regarding an acceptable list of uniforms and equipment which must be obtained in order to commence and maintain employment with the Department. Employees covered in this attachment are eligible to receive the annual safety shoe reimbursement, under Section 20.02 in addition to the clothing allocation if they are required to wear safety shoes by OSHA standards or the rules of the Traffic Control, Fire Inspections, or Animal Control agencies.

THE CITY AND THE UNION agrees that this Letter of Agreement is effective upon the signature of their authorized representatives whose signatures appear below.

FOR THE EMPLOYER:

_____

Timothy Giles Date
Director, Employee Services

FOR THE UNION:

_____

Sarah Maxwell Date
President, AFSCME Local #9

_____

Michael LaCoste Date
Field Representative

ATTACHMENT "J"

CITY OF MINNEAPOLIS

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 5, LOCAL UNION NO. 9, AFL-CIO (General Office Clerical and Technical Unit)

LETTER OF AGREEMENT
Call Back to Duty Pay – Animal Care and Control Program

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the American Federation of State, County and Municipal Employees, District Council No. 5, Local Union No. 9, AFL-CIO (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, the parties desire to modify the current Collective Bargaining Agreement as follows:

For the Animal Care and Control program the call back to duty provision of the contract shall be administered as follows.

The call back to duty provision of the contract ensures that staff are paid a minimum of two and two thirds (2 2/3) hours at the overtime rate of pay if they are called back to provide a service response. This may be for one service response or for multiple responses in one call back to duty.

The two and two thirds (2 2/3) minimum shall be extended to hours actually worked if an employee's provision of service exceeds that minimum. If the employee is required to provide additional service responses within the two and two thirds (2 2/3) minimum, and/or they have not left the City's Animal Care and Control Center at the end of the two and two thirds (2 2/3) minimum, their work shall be regarded an extension of that call back and the employee shall be paid for hours actually worked.

During a given on-call assignment, an employee may qualify for a second or subsequent call back to duty for which they again are compensated with a minimum of two and two thirds (2 2/3) hours of overtime pay. An employee qualifies for another call back to duty when the two and two thirds (2 2/3) minimum of their preceding one expires and/or a preceding extended call back to duty has ended.

Also, the employees who are called back to duty shall receive one half (1/2) hour compensation at their regular rate of pay for each complete round trip from the employees home or starting point to the Animal Care and Control Center. A second or subsequent compensation for travel time in the amount of one half (1/2) hour of compensation at their regular rate of pay shall be made only when the employee has returned to and crossed the threshold of their home or starting point.

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:

_____

Timothy Giles Date
Director, Employee Services

FOR THE UNION:

_____

Sarah Maxwell Date
President, AFSCME Local #9

_____

Michael LaCoste Date
Field Representative

ATTACHMENT "K"

CITY OF MINNEAPOLIS

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 5, LOCAL UNION NO. 9, AFL-CIO (General Office Clerical and Technical Unit and Attorney Unit)

LETTER OF AGREEMENT
Process to be Followed Related to Transfer of Work from AFSCME Bargaining Units

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the American Federation of State, County and Municipal Employees, District Council No. 5, Local Union No. 9, AFL-CIO (hereinafter "Union") are parties to two Collective Bargaining Agreements; and

WHEREAS, the City and the Union wish to define a process to be used in the event the City is considering moving work traditionally performed by AFSCME bargaining unit members to another bargaining unit;

NOW, THEREFORE, BE IT RESOLVED:

THAT, the City agrees to include AFSCME representatives in any discussion related to the possible transfer of work from an AFSCME bargaining unit as soon as is reasonably practical; and

THAT, in the event that the City decides to transfer any work from an AFSCME Bargaining Unit, they will notify the Union of the decision as soon as possible, but in no event later than ninety (90) days prior to the proposed effective date of transfer; and

THAT, the City and the Union will negotiate the impact of such a transfer of work on any impacted AFSCME employees including but not limited to the potential transfer of the impacted employees with the work; and

THAT, nothing in this letter of agreement shall be construed as a limitation on the City's consideration of such transfer of work, nor on the Union's right to grieve under the collective bargaining agreement.

FOR THE CITY OF MINNEAPOLIS:

Timothy Giles — Date
Director, Employee Services

FOR THE UNION:

Sarah Maxwell — Date
President, AFSCME Local #9

Michael LaCoste — Date
Field Representative

ATTACHMENT "L"

Council Office Associates Settlement Agreement

STATE OF MINNESOTA	**DISTRICT COURT**
COUNTY OF HENNEPIN	**FOURTH JUDICIAL DISTRICT**
American Federation of State, County And Municipal Employees, Council 5, Local 9,	**Case Type: Civil Other/Miscellaneous**
Plaintiff,	**Court File No.: 27-CV-09-1726427-CV-09-17264**
v.	**SETTLEMENT AGREEMENT**
City of Minneapolis,	
Defendant.	

This settlement is non-precendential and cannot be used by either party in the future as an admission or past practices.

The parties agree that in the event the Mayor, the City Council or any department of the City initiates a request to declassify an AFSCME bargaining unit classification title, the City shall meet and confer with the Union as exclusive representative at the commencement of said process regarding the proposal and its effect on the bargaining unit.

Subsequent to the commencement of the process the Union will be kept informed of the progress of the request and be allowed to provide input into the process at each stage of the process.

The parties agree that upon execution of this agreement both parties will dismiss their cross motions for summary judgment and the Union will dismiss its complaint without prejudice and without cost to either party.

Dated: Feb 19, 2010

FOR THE UNION

Gregg M Corwin

Jill M Kielblock

Dated:

FOR THE CITY

TIMOTHY GILES, Director
Employee Services

Dated: 2/19/10

SUSAN L. SEGAL
City Attorney
By James A Moore

JAMES A. MOORE
Assistant City Attorney
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