
THE MINNEAPOLIS PARK & RECREATION BOARD

and

**THE POLICE OFFICERS' FEDERATION
OF MINNEAPOLIS**

LABOR AGREEMENT

For the Period:

January 1, 2012 through December 31, 2014

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LABOR AGREEMENT

Between

THE MINNEAPOLIS PARK & RECREATION BOARD

and

THE POLICE OFFICERS' FEDERATION OF MINNEAPOLIS

THIS AGREEMENT (hereinafter referred to as the *Labor Agreement* or the *Agreement*) is entered into between the Minneapolis Park & Recreation Board (hereafter referred to as the **MPRB** or the *Employer*), and the Police Officers' Federation of Minneapolis (hereafter referred to as the *Federation*).

It is the purpose and intent of this Agreement to achieve and maintain sound, harmonious and mutually beneficial working and economic relations between the Parties hereto; to provide an orderly and peaceful means of resolving differences or misunderstandings which may arise under this Agreement; and to set forth herein the complete and full agreement between the Parties regarding terms and conditions of employment except as the same may be established by past practices which are determined to be binding by an arbitrator and not included in this contract. The Parties hereto agree as follows:

ARTICLE 1 **RECOGNITION**

Section 1.1 The MPRB recognizes the Federation as the exclusive representative for the unit consisting of all sworn law enforcement personnel who are all certified employees in the classification of: Park Police Captain, Park Police Lieutenant, Park Police Sergeant and Park Police Officer. Prior to the ratification of this Agreement, the Employer shall provide to the Federation copies of its Table of Organization, including the number and rank of police personnel assigned to Park Police positions and applicable Minneapolis Civil Service Commission job specifications. Nothing herein shall be construed as a limitation upon the Employer's managerial prerogatives including the right to modify the Table of Organization (i.e., its organizational structure) and to select, direct and determine the number of personnel in accordance with the provisions of the *Minnesota Public Employment Labor Relations Act*, as amended, except as expressly set forth in this Agreement.

Section 1.2 Duty assignments shall be made by the MPRB which are consistent with Minneapolis civil service job classifications. Disputes which may arise over alleged *working out of class* violations (i.e., violations of Minneapolis Civil Service Commission Rule No. 4.04), shall be first

discussed by representatives of the Federation and the MPRB. If the issue is not resolved by such informal discussions, either party may proceed under the dispute resolution procedures set forth in Article 5 of this Agreement.

Section 1.3 Disputes which may occur over the inclusion or exclusion of new or revised or other classifications in the unit described in Section 1.1 above shall be referred to the State Bureau of Mediation Services for determination pursuant to the provisions of the *Public Employment Labor Relations Act*, as amended.

Section 1.4 Seniority as provided for in this Agreement shall be established from the date of initial employment and assignment as described in Article 1, Section 1.1 of this Agreement. Time while absent from the MPRB without compensation, except while on disability leave or while on non-voluntary active military service, shall not be counted for seniority. Separate seniority lists to determine seniority within each rank shall be maintained and shall be computed from the date of promotion to that rank. In the event of promotion to supervisory positions not within the unit and upon return to the unit, all service so performed shall be computed for seniority purposes to the rank held upon return to the unit. In the event of a demotion to a lower rank, the seniority accrued in the higher rank shall be applied to the seniority of the lower rank to which demoted.

ARTICLE 2

PAYROLL DEDUCTION FOR DUES

Section 2.1 - Dues Deductions. The MPRB shall, upon request of any employee in the unit, deduct such sum as the Federation may specify as the regular dues of the Federation. The MPRB shall remit monthly such deductions to the appropriate designated officer of the Federation.

Section 2.2 - Fair Share Fee Deductions. In accordance with *Minnesota Statutes* §179A.06, Subd. 3, the MPRB agrees that upon notification by the Federation it shall deduct a *fair share fee* from all certified employees who are not members of the Federation. This fee shall be an amount equal to the regular membership dues of the Federation, less the cost of benefits financed through the dues and available only to members of the Federation, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues. The Federation shall certify to the MPRB, 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 Federation to pay the fee.

Section 2.3 - Administration.

- (a) The MPRB shall annually select a single payroll period in each month for which all monthly membership dues and fair share fees shall be deducted. In the event an employee covered by the provisions of this Article has insufficient pay due to cover the required deduction, the MPRB shall have no further obligations to effect subsequent deductions for the involved month.
- (b) All certifications from the Federation respecting deductions to be made as well as notifications by the Federation and/or bargaining unit employees as to changes in

deductions must be received by the MPRB at least fourteen (14) calendar days in advance of the date upon which the deduction is scheduled to be made in order for any change to be effected.

- (c) The MPRB shall remit such membership dues and fair share fee deductions made pursuant to the provisions of this Article to the appropriate designated officer of the Federation 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.

Section 2.4 - Hold Harmless Provision. The Federation will indemnify, defend and hold the MPRB harmless against any and all claims made and against any suits instituted against the MPRB, its officers or employees, by reason of deductions under this article.

ARTICLE 3 **MANAGEMENT RIGHTS**

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

ARTICLE 4 **DISCIPLINE**

Section 4.1 The MPRB will discipline employees who have completed the required probationary period only for just cause. The unit of measurement for any suspensions which may be assessed shall be in hours. Investigations into an employee's conduct which do not result in the imposition of discipline shall not be entered into the employee's official personnel file.

Section 4.2 A suspension, written reprimand, demotion or discharge of an employee who has completed the required probationary period may be appealed through the grievance procedure as contained in Article 5 of this Agreement. In the alternative, where applicable, an employee may seek redress through a procedure such as Civil Service, Veteran's Preference, or Fair Employment. Except as may be provided by Minnesota law or by Section 5.11 of this Agreement, once a written grievance or an appeal has been properly filed or submitted by the employee or the Federation on the employee's behalf through the grievance procedure of this Agreement or another available procedure, the employee's right to pursue redress in an alternative forum or manner is terminated.

Section 4.3 Employees shall receive copies of and be permitted to respond to all letters of commendation or complaints that are entered and retained in the official personnel file. Upon the written request of employees, the contents of their official personnel file shall be disclosed to them.

Section 4.4 – Investigatory Interviews.

- (a) Before taking a formal statement from any employee, the MPRB shall provide to the employee from whom the formal statement is sought a written summary of the events to which the statement relates. To the extent known to the MPRB, such summary shall include: the date and time (or period of time if relating to multiple events) and the location(s) of the alleged events; a summary of the alleged acts or omissions at issue; and the policies, rules or regulations allegedly violated. Except where impractical due to the immediacy of the investigation, the summary shall be provided to the employee not less than two (2) days prior to the taking of his/her statement. If the summary is provided to the employee just prior to the taking of the statement, he/she shall be given a reasonable opportunity to consult with a Federation representative before proceeding with the scheduled statement.
- (b) In cases where the MPRB believes that providing the pre-statement summary would cause a violation of the Minnesota Government Data Practices Act or cause undue risk of endangering a person, jeopardizing an ongoing criminal investigation or creating civil liability for the MPRB, the MPRB shall notify the Federation’s President or attorneys of the reasons it believes that the pre-statement summary should not be given.
- (c) Nothing herein shall preclude an investigator, whether during or subsequent to the taking of a formal statement, from soliciting information which is beyond the scope of the pre-statement summary but which relates to information provided during the taking of the statement and which could form the basis of a disciplinary action.
- (d) An employee from whom a formal statement is requested is entitled to have a Federation representative present during the taking of such statement.
- (e) For the purpose of this Section 4.4, a “formal statement” is a written, recorded or transcribed record, whether in a narrative form or in response to questions, which is requested to be provided by any sworn employee as part of an investigation of alleged acts or omissions by a sworn employee(s) which may result in the imposition of discipline against any sworn employee(s).

ARTICLE 5 **SETTLEMENT OF DISPUTES**

Section 5.1 – Scope. This article shall apply to all members of the bargaining unit, but only as to resolution of grievances and not to interest arbitration.

Section 5.2 - Letter of Inquiry. Any employee may initiate a “letter of inquiry” for the purpose of requesting from the MPRB or the Federation information on salary, working conditions and/or benefits. The request shall be presented to the Federation in writing. A Federation representative shall process the letter of inquiry. Where the Federation representative believes it necessary, he/she may request in writing from the Deputy Superintendent such

information or interpretation necessary to enable the Federation to prepare a response to the inquiry. The Deputy Superintendent shall respond to such request by the Federation within ten (10) calendar days of receipt. The Federation then will respond to its member.

Section 5.3 - Informal Problem Resolution. From time to time, concerns regarding possible violations of this agreement may arise. Many of these concerns can be resolved informally. A concern that cannot be resolved informally and which is subsequently presented to the Employer formally pursuant to the procedures set forth in this Article is called a grievance.

Section 5.4 – Grievance Procedure. This grievance procedure is established to resolve any specific dispute between the Federation in behalf of any employee or group of employees and the MPRB concerning, and limited to, the interpretation or application of the provisions of this Agreement.

Subd. 1. - Step One.

Within the time period specified below, an employee shall inform the employee's immediate supervisor of the grievance in writing on the standard grievance form. If the employee has initiated the grievance without the assistance of a Federation representative, the employee shall present a copy of the grievance to the Federation at the time it is presented to his/her supervisor. If an employee expressly requests a discussion with the immediate supervisor concerning the written grievance, such discussion shall take place within seven (7) calendar days after filing the grievance, unless the time is mutually extended. The discussion with the immediate supervisor shall be held with one of the following:

- a. The employee accompanied by a Federation representative;
- b. The employee alone on his/her own behalf.

Within ten (10) calendar days after the grievance is filed or the discussion meeting concludes, whichever is later, the immediate supervisor shall state his/her decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the employee who filed the grievance and one (1) copy to the Director, Park Safety & Security and one (1) copy to the Deputy Superintendent, Each step one decision shall be clearly identified as a "step one decision."

A grievance must be commenced at step one no later than twenty (20) calendar days from the discovery of the grievable event(s) or from when the event(s) reasonably should have been discovered, or twenty (20) calendar days from the receipt of the Employer's response to a related letter of inquiry, whichever is earlier.

Subd. 2 - Step Two.

If the step one decision is not satisfactory, a written appeal may be filed by the Federation with the Director, Park Safety and Security within ten (10) calendar days of the date of the step one decision. A copy of the appeal shall be sent to the Deputy Superintendent.

Upon request of either party, all persons who participated at step one, or all necessary persons shall have a reasonable opportunity to be heard at step two. If a meeting is requested by the Federation, the Director, Park Safety and Security shall schedule a meeting. Prior notification of at least three (3) calendar days shall be given to the Federation.

Within twenty (20) calendar days after the meeting or the receipt of the appeal, whichever is later, the Director, Park Safety and Security shall present a written decision to the Federation. The Director Park Safety and Security shall state his/her decision in writing to the Federation, together with the supporting reasons, and shall also furnish one (1) copy to the employee who filed the grievance and one (1) copy to the Deputy Superintendent. The step two decision shall clearly identify that answer as a "step two decision."

Subd. 3 - Step Three.

If a grievance is not resolved in Step 2 and the Federation wishes to continue the grievance, the Federation shall, within seven (7) calendar days after receipt of the answer of the Director, Park Safety and Security, present the written grievance and replies to the MPRB Deputy Superintendent. The MPRB Deputy Superintendent shall consider the grievance and state his/her decision in writing to the Federation, together with the supporting reasons, and shall also furnish one (1) copy to the employee who filed the grievance and one (1) copy to the Superintendent within fourteen (14) calendar days after the receipt of the grievance.

Subd. 4 - Step Four.

Within twenty (20) calendar days of the date of the step three decision the Federation shall have the right to submit the matter to arbitration by informing the Human Resources Director and Superintendent of Parks that the matter is to be arbitrated.

If the matter is to be arbitrated, a single arbitrator shall be selected from the panel of mutually agreed upon arbitrators. The initial panel of arbitrators and the process for removing, replacing and renewing the arbitrators on the panel shall be established by the mutual written agreement of the parties within thirty (30) calendar days of the ratification of this agreement or as soon thereafter as the parties are able to do so. Arbitrators shall be selected from the panel on a rotating basis. If a grievance is referred to arbitration before the parties are able to agree on the selection of a panel of arbitrators, the party referring the grievance to arbitration shall petition the Bureau of Mediation Services to provide a list of nine (9) qualified arbitrators from which the parties may select an arbitrator to hear the grievance. The MPRB and the Federation shall select an arbitrator using the alternate strike method with the party exercising the first strike selected by coin flip.

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

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

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator is also prohibited from making any decision that is contrary to law or to public policy.

Section 5.5 – Mediation. The MPRB and the Federation, by mutual agreement, may utilize the grievance mediation process in an attempt to resolve a grievance before going to arbitration.

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

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

The following procedures shall apply to mediations conducted under this Section:

- (a) Arbitration time frames shall be tolled during the mediation procedure; however, there shall be no additional extensions without written mutual agreement.
- (b) Grievances that have been appealed to arbitration may be referred to mediation if both the Federation and the MPRB agree.
- (c) Mediation conferences shall be scheduled in the order in which the grievance is appealed to mediation with the exception of suspension or discharge grievances, which shall have priority.
- (d) Promptly after both parties have agreed to mediate, the parties shall notify the Bureau of Mediation Services. The Bureau of Mediation Services shall arrange for the conference.
- (e) The mediation proceedings shall be informal in nature, and the goal will be to mediate up to three (3) grievances per calendar day.
- (f) Each party shall have one (1) principal spokesperson that will have the authority to agree upon a remedy of the grievance at the mediation conference.
- (g) One (1) Grievant will have the right to be present for each grievance.

- (h) The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no transcript of the mediation conference shall be made.
- (i) The mediator may meet separately with the parties during the mediation conference. The mediator will not have the authority to compel the resolution of a grievance.
- (j) Written material presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference, except that the mediator may retain on (1) copy of the written grievance to be used solely for the purposes of statistical analysis.
- (k) If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory opinion. The opinion will involve the interpretation or application of the collective bargaining agreement and the reasons for his/her opinion. The parties may agree that no opinion shall be provided.
- (l) The advisory opinion of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.
- (m) If no settlement is reached as a result of the mediation conference, the grievance may be scheduled for arbitration in accordance with “Step Five” of the grievance procedure.
- (n) In the event a grievance that has been mediated is subsequently arbitrated, no person who served as the mediator may serve as the arbitrator. In the arbitration hearing, no reference to the mediator’s advice or ruling may be entered as testimony nor may either party advise the arbitrator of the mediator’s advice or ruling or refer at arbitration to any admissions or offers of the settlement made by the other party at mediation.
- (o) By agreeing to schedule a mediation conference, the MPRB does not acknowledge that the case is properly subject to arbitration and reserves the right to raise this issue notwithstanding its agreement to schedule such a conference.
- (p) The fees and expenses of the mediator and mediation office, if any, shall be shared equally by the parties.

Section 5.6 - Expedited Arbitration. Upon the mutual agreement of the parties, any grievance to be arbitrated may be referred to expedited arbitration where the time frame for effective resolution is so short that the normal arbitration procedure would be untimely. Upon such referral, the Federation and the MPRB will make immediate (within twenty-four (24) hours) arrangements with the panel selected by the parties, or if none has been selected, with the Bureau of Mediation Services. The expedited arbitration procedure shall begin as soon as the parties and the arbitrator can initiate a hearing. It shall be the specific request of both the Federation and the

MPRB to have a decision within seven (7) calendar days of the hearing, and that no briefs will be filed.

Section 5.7 - Time Limits. Time limits, specified in this procedure may be extended by written mutual agreement of the parties. The failure of the MPRB to comply with any time limit herein means that the Federation may automatically process the grievance to the next step of the grievance procedure. Failure of the Federation or its employees to comply with any time limit herein renders the alleged violation untimely and no longer subject to the grievance procedure.

Section 5.8 - Grievance Forms. The parties shall use jointly developed forms to be used for the grievance procedure. Until such forms are developed, a grievance may be commenced by any written statement which describes or identifies: the factual basis of the dispute; the contract provisions at issue; and the name of the grievant.

Section 5.9 - Arbitration Expenses. The fees and expenses of the Arbitrator shall be divided equally between the MPRB and the Federation 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 cost of preparing the record. Further, if the party requesting the record requests submitting post-hearing briefs, such party shall at its cost provide a copy of the record to the other Party and to the Arbitrator.

Section 5.10 - Election of Remedy. Employees covered by Civil Service systems created under Chapters 43A, 44, 375, 387, 419, or 420 of Minnesota Statutes, by a home rule charter under Chapter 410 of Minnesota Statutes, or under Laws of Minnesota, 1941, Chapter 423, may pursue a grievance through the procedure established under this section. When a grievance is also within the jurisdiction of appeals boards or appeals procedures created by Chapters 43A, 44, 375, 387, 419, or 420 of Minnesota Statutes, by a home rule charter under Chapter 410 of Minnesota Statutes, or under Laws of Minnesota, 1941, Chapter 423, the employee may proceed through the grievance procedure or the Civil Service appeals procedure, but once a written grievance or appeal has been properly filed or submitted by the employee or on the employee's behalf with the employee's consent, the employee may not proceed in the alternative manner.

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

ARTICLE 6

STRIKES AND LOCKOUTS

Section 6.1 The Federation, 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, the stoppage of work, work slowdown, the willful absence from one's position, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, regardless of the reasons for so doing.

Section 6.2 In the event the MPRB notifies the Federation in writing that an employee may be violating this Article, the Federation shall immediately notify such employee in writing of the MPRB's assertion and the provisions of this Article.

Section 6.3 Any employee who violates any provision of this Article may be subject to disciplinary action or discharge.

Section 6.4 The MPRB will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Federation.

ARTICLE 7 **SALARIES**

Section 7.1 All salaries shall be computed and paid on a biweekly basis. The regular amount of pay shall be the biweekly rate regardless of the number of hours on duty for that period, provided that the employee is on duty as scheduled or is on authorized paid leave.

Section 7.2

- (a) Appendix "A", which is attached hereto and incorporated herein, shall be the schedule of hourly salaries for employees during the period January 1, 2012 through December 31, 2013
- (b) Appendix "B", which is attached hereto and incorporated herein, shall be the schedule of hourly salaries for employees during the period 23:59 hours and 59 seconds December 31, 2013 through December 31, 2014. This wage schedule shall remain in effect until the MPRB and Federation establish by written agreement a new schedule of wage rates for employees.
- (c) Appendix "C", which is attached hereto and incorporated herein, provides for wage reopener discussions between the parties after January 1, 2014.

The new salary schedule shall be implemented on the first day of the payroll period closest to the anniversary date.

Section 7.3 - Longevity.

- (a) **Longevity Schedule.** A longevity payment shall be paid to each employee at the beginning of the eighth year of police service in the amount specified in the attached Appendices A and B. Employees of record as of February 1, 1985 shall be regarded as having started at the 2nd Year step for longevity progression purposes. The dollar amounts specified in the Appendix shall be adjusted by the same percentage and at the same time as across the board increases in the base wages for the seventh step of the patrol officer wage schedule.

An employee shall move to the next step in the longevity schedule on the anniversary of his/her employment with the Park Police Department.

Section 7.4 - Shift Differential. Employees in the Park Police who work a scheduled shift in which a majority of the work hours fall between the hours of 6:00 p.m. and 6:00 a.m. shall be paid a shift differential in the amount specified in the attached Appendices A and B. The dollar amounts specified in the Appendix shall be adjusted by the same percentage and at the same time as across the board increases in the base wages for the seventh step of the patrol officer wage schedule.

Section 7.5 - Pay Progressions. 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. Eligible employees shall receive timely step progressions, subject to satisfactory or better performance. 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 therefor. All such denials or delays shall be subject to review under the provisions of Article 5 (*Grievance and Arbitration*) of this Agreement. All increases approved pursuant to this section shall be made effective on the work day immediately following the employee's completion of each twelve (12) months of actual paid service as defined above.

Section 7.6 - Pay Upon Promotion. 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 higher than the salary last received by such employee in the lower classification; provided, however, that if the next increment is not at least four percent (4%) higher than the salary last received, the employee shall be advanced an additional increment if one so exists and thereafter shall increase in accordance with Section 7.5 of this article. The provisions of this subdivision shall also be applicable whenever an employee is detailed by the Minneapolis Civil Service Commission to perform all or substantially all of the duties of a higher-paid classification.

Section 7.7 – Lateral Entry. (a) The initial placement on the salary schedule in the classification of Patrol Officer for a new hire with prior experience as a sworn law enforcement officer shall be made according to the following table which provides service credit based on the years of prior consecutive service and the size of the department in which the person served:

	More Than 3 But Not More Than 5 Consecutive Years of Prior Service	More Than 5 But Not More Than 10 Consecutive Years of Prior Service	More Than 10 Consecutive Years Of Prior Service
Small Department (Less than 50 sworn personnel)	Step 1	Step 2	Step 2
Medium Department (More than 49 but less	Step 2	Step 2	Step 3

than 600 sworn personnel)			
Large Department (More than 600 sworn personnel)	Step 2	Step 3	Step 3

(b) Transfers between the Minneapolis Police Department and the Minneapolis Park Police Department are not permitted. However, sworn personnel employed by the Minneapolis Police Department may be eligible to be considered as a lateral entry candidate for the classification of Park Patrol Officer in accordance with the terms set forth herein. Notwithstanding any provisions of Section 7.7 (a), to the contrary, if a Minneapolis Police Officer is hired as a Park Police Officer, time served in the Minneapolis Police shall be included as Department seniority for the purpose of determining the employee’s vacation accrual and placement on the salary schedule. Time served in the Minneapolis Police Department will not count toward fulfilling in-service time requirements for competing in promotional examinations; computing seniority in promotional examinations; determining the order of bids for vacations; determining the order of layoffs; or determining other priorities among employees.

Section 7.8 – Performance Premium. All employees in the ranks of Park Sergeant and Park Patrol Officer who have completed their probationary period with the MPRB shall be entitled to a lump sum payment upon receiving a satisfactory performance evaluation. The performance evaluation shall be completed with notification of satisfactory performance sent to payroll by November 15 with the premium being paid by December 31 of each year. The performance premium shall be equal to two percent (2%) of the employee’s base annual wage, exclusive of shift differential, overtime or other forms of additional compensation. If the MPRB does not conduct a performance evaluation, the employee shall be considered to have received a satisfactory evaluation. An eligible employee who does not receive a satisfactory performance evaluation may, within thirty (30) calendar days of receipt of the evaluation, appeal the evaluation to the Director, Park Safety and Security for a final decision.

Section 7.9 – Health Care Savings Account Contribution. Effective April 6, 2003 the Parties have adopted the Post-Retirement Health Care Savings Plan, as established in Minn. Stat. §352.98, as administered by the Minnesota State Retirement System (“MSRS”). Subject to the terms and conditions established by MSRS, said program will provide a totally tax-free reimbursement for eligible medical expenses to those former employees who have an account balance consisting of the contributions from the Employer, mandatory employee contributions, and investment returns.

The Parties have negotiated that employees in this bargaining unit will make mandatory employee contributions in lieu of cash payment for the following items:

- \$75.00 bi-weekly per employee.
- 100% of Sick Leave Severance due at retirement (see Section 17.2);
- 100% of any unused vacation pay at the time of voluntary separation from service (see Section 12.5)

ARTICLE 8
CLOTHING AND EQUIPMENT ALLOWANCE

Section 8.1 Effective January 1, 2000, existing employees are eligible for an allowance of seven hundred fifty dollars (\$750.00) per year. Commencing on January 1, 2001, and on the first day of each calendar year thereafter, the allowance shall be adjusted by the percentage determined in accordance with the index described in Section 8.3, below. A newly hired employee shall be entitled, at any time during the first 18 months of his/her employment, reimbursement for the purchase price paid by him/her for clothing or equipment which complies with the list of approved clothing and equipment established by the MPRB. The MPRB reserves the right to approve uniforms and equipment for park police officers. The maximum amount for which reimbursement is allowed shall be equal to three (3) times the annual clothing and equipment allowance in effect at the commencement of the new employee's employment. The reimbursement allowance shall be in lieu of the annual clothing and equipment allowance and, therefore, newly hired employees shall not be entitled to the clothing and equipment allowance until after the third anniversary of their employment. Such an employee shall be entitled to the prorated portion of the annual clothing and equipment allowance for the calendar year in which his/her third anniversary occurs. If an employee leaves his/her employment with the Park Police prior to his/her third anniversary, the MPRB is entitled to recover from the employee an amount equal to 1/36 of the reimbursement allowance received by the employee during his/her employment times the number of full months by which the employee fell short of attaining his/her 36 month anniversary.

Section 8.2 The Director, Park Safety and Security shall, on or before May 1 of each year, submit to the MPRB for approval the name and rank of each employee on the payroll as of April 1 who is entitled to such an allowance. Such allowance shall be paid on or about June 1.

Section 8.3 The Uniform Committee shall consist of three (3) persons selected by the Minneapolis Police Department and three (3) persons selected by the Federation. (The Park Police Federation Representative and a MPRB administrative representative are entitled to be members of this committee). The duties of the Uniform Committee shall include developing and maintaining a list of clothing and equipment which must be obtained in order to commence employment with the MPRB. Beginning in December, 2000, and continuing each December thereafter, the Committee shall calculate the cost of obtaining all of the clothing and equipment on such list. The Committee shall then prepare and maintain a cost index which measures the annual percentage change from year to year in the cost of purchasing the clothing and equipment on the list. The Committee will provide a copy of the clothing and equipment list along with the cost for obtaining all of the items on the list to the MPRB Deputy Superintendent by June 1.

ARTICLE 9
HOURS AND SCHEDULING OF WORK

Section 9.1 – Windows of Shift Start Times. For the purpose of this Article 9, the following words have the meaning defined below:

- (a) "Day Watch" shall mean an assigned shift which starts between the hours of 5 A.M. and 10 A.M.

- (b) "Night Watch" shall mean an assigned shift which starts between the hours of 4 P.M. and 9 P.M.
- (c) "Power Shift" shall mean an assigned shift which starts between the hours of 9 A.M. and Noon. This shift will consist of no more than 20 percent of the patrol officer rank.

Section 9.2 - Normal Work Day and Work Period

- (a) The normal work day shall be a shift of either eight (8), nine (9), or ten (10) consecutive hours of work. Except as specified herein, the MPRB shall have the discretion to determine whether the normal work day for a specific assignment shall be eight (8), nine (9), or ten (10) hours.
- (b) The normal work week, regardless of shift arrangements shall be an average of forty (40) hours of work. However, nothing in this Agreement shall be construed to prohibit the establishment of an alternative work schedule provided that such schedule has the approval of the MPRB and the Federation.

Section 9.3 - Work Schedules

The MPRB shall create a work schedule for all employees covered by this Agreement showing their assigned shift, the starting time therefore, their scheduled work days and their scheduled days off for the 28-day scheduling period. Work schedules shall be posted no later than ten (10) calendar days prior to the beginning of the 28-day cycle. The following principles shall apply with regard to establishing the schedule:

- (a) An employee may generally be scheduled to work up to six (6) days consecutively. If an employee is scheduled to work six (6) consecutive days, he/she must generally be scheduled to have at least two (2) consecutive days off before he/she is scheduled to return to work.
- (b) An employee scheduled to work a double-back shift (ie; night shift to day shift without a day off) shall be compensated four (4) hours of straight time pay, unless voluntary for the employee's benefit.

Section 9.4 - Work Assignments. The MPRB retains the discretion to establish or eliminate as it deems necessary work assignments.

Section 9.5 - Temporary Change in Shifts

The MPRB shall have the right to temporarily depart from an officer's bid shift (hours of work) and his/her posted 28-day work schedule. However, hours worked that are different from an officer's bid shift and/or posted 28-day work schedule (including any hours which would have fallen within the posted schedule had no such departure been made) shall be compensated at the Overtime rate pursuant to Section 10.2 except as otherwise specified in this Section 9.5. When such a change is to be made, the MPRB shall attempt to provide involved employee(s) with as

much advance notice as is possible; and a minimum of eight (8) off-duty hours between work assignments. Such temporary changes in an employee's shift shall not normally exceed thirty (30) calendar days. Nothing in this article shall be construed as a limitation or restriction upon the MPRB respecting the scheduling of employees and/or the operation of the Department in Public Safety emergency situations as declared by the MPRB Superintendent.

Subd. (a) *Changes Made for Training.* If the employer gives an employee written notice of a change in the employee's normal hours of work prior to the posting of the 28-day work schedule, there shall be no compensation if the change is to accommodate required training for the employee. Once the 28-day schedule is posted, the employer may change the hours of work on a scheduled work day without compensation to accommodate required training for the employee, provided the employer gives the employee at least 14 days advance written notice.

Subd. (b) *No Compensation for Voluntary Changes.* No change of shift compensation is payable for changing an employee's hours of work or day of work if the change is voluntary. "Voluntary" means: a request initiated by an employee; or a request initiated by the Employer for which an employee may decline without sanction. Changes for "Career Enrichment Assignments" are considered voluntary. The Employer shall grant a shift-change request made by an employee who is on limited duty status resulting from a qualified IOD injury when such request is to allow the employee to attend physical therapy or a medical appointment relating to the injury during on-duty time.

Subd. (c) *Limitation on Compensation With 14-Days' Advance Notice.* When the Employer changes the hours of work for a block of consecutive scheduled work days after the posting of the 28-day schedule for reasons other than training or a voluntary change, the change of shift compensation shall be payable only for the first day of the block of consecutive work days provided the employer gives the employee written notice of the change not less than 14 days in advance.

Subd. (d) *Special Events.* When special events occur, which are not considered extra-duty and paid with funds from outside vendors, and cannot be covered by the affected shift, the Employer has the right to change the employees' shifts, first by volunteer and then by inverse seniority. This shall occur no more than six (6) days per calendar year at the discretion of the Director, Park Safety and Security.

When such change is made prior to the posting of a 28-day schedule, the employer is not obligated to pay **Temporary Change of Shift Overtime**, as required in Section 9.5 of this contract agreement.

Section 9.6 – Work Schedules and Bidding

Subd. (a) *Bidding Process.* Uniformed patrol officers and patrol sergeants shall be entitled to bid to a day or night shift based on classification seniority. On or before October 15 of each year, the Department shall post a list showing the number of uniformed patrol officers and patrol sergeants that it will assign to day shift and night shift for the following year (the "Bid Assignments"). Beginning on November 15 (or the first weekday thereafter if the 15th falls on a

weekend) of each year, uniformed patrol officers and patrol sergeants shall be entitled to bid on all available Bid Assignments for the upcoming payroll year. Bidding must be completed and the schedule for the upcoming year posted as soon as is practical and in no event later than twenty-one (21) days prior to the Commencement Date. The bidding priority of eligible employees shall be established based on rank (first Sergeant, and then Patrol Officer) and on seniority within rank as determined by the "appointment date in rank" as noted in the records maintained by the Department. The Commencement Date shall be between December 15 and January 15 and shall be determined each year to be the date that is: the first day of a twenty-eight (28) day scheduling period; and closest to January 1. If two scheduling periods start on dates that are of equal distance from January 1, the Commencement Date shall be the first date of the scheduling period that begins after January 1. Once the bid is completed, an employee shall be entitled to retain his bid shift, except as otherwise provided in this Article.

Subd. (b) *Removal From A Bid Assignment.* Once an employee has successfully bid for a Bid Assignment, the employee shall not be removed from the Bid Assignment unless: the employee agrees to accept another assignment, the employee is transferred or removed by reason of disciplinary action; the employee is reassigned pursuant to application of the inverse seniority provisions in this Section 9.6; or the retention of the employee in the assignment would unduly disrupt the operations of the shift to which he/she is assigned. Notwithstanding the foregoing, eligible employees in the rank of sergeant may be transferred from a Bid Assignment when necessary to satisfy the legitimate needs of the Department so long as such transfers are not arbitrary or capricious.

Subd. (c) *Filling Vacancies.* Newly hired employees may be assigned to days or nights at the discretion of the Employer. If it becomes necessary to rebalance the allocation of personnel between days and nights, the Employer shall first seek volunteers to move from days to nights or vice versa. If not enough employees volunteer, the Employer may move employees from one shift to the other by inverse seniority.

ARTICLE 10 **OVERTIME**

Section 10.1 - Overtime. This article is intended to define and provide the basis for the calculation of overtime pay or compensatory time off, as applicable. Nothing herein shall be construed as a guarantee of overtime work. All employees may be required to work overtime.

Section 10.2 - Overtime and Overtime Pay.

Subd. (a) *Definition of Overtime.* *Overtime* is defined as any hours of work which deviate from an employee's posted work schedule as described in Section 9.3 of this Agreement unless such deviation is voluntary on the part of the employee or is made necessary by required training activities as provided under Section 9.5 of this Agreement (*Temporary Change in Shifts*), in which case no overtime shall be deemed to have been worked.

Subd. (b) *Overtime Pay.* Except where an employee has elected to receive overtime pay in the form of compensatory time off, all overtime shall be paid in cash at the rate of one and one-half (1½) times the employee's regular hourly rate. Where compensatory time has been elected, one and one-half (1½) hours of compensatory time shall be accrued for each hour of overtime worked.

Subd. (c) *Payment of Accumulated Compensatory Time.* Twice per year, the MPRB shall reduce any Officers' outstanding accumulated compensatory time balances above thirty (30) hours to thirty (30) hours. Payments are mandatory, will be paid in cash and made on or about June 30 and on or about December 1. Notwithstanding the foregoing, when an employee is promoted to the rank of Lieutenant or above, the Employer, in its sole discretion, may liquidate all or any portion of the employee's entire compensatory time bank by paying the employee such hours at his/her current hourly rate (the rate in effect immediately prior to the promotion).

Subd. (d) *Maximum Allowable Compensatory Time Balances.* The maximum allowable compensatory time balance for all employees shall be sixty (60) hours.

Subd. (e) *Compensatory Time Off.* Provided an employee gives 14 days written notice to the Director, Park Safety and Security or designee of the intent to use compensatory time, that request shall be granted. An advance request for compensatory time off may be denied for days on which days off and vacations have been cancelled for all of the personnel in the employee's shift. The Employer retains the sole discretion to grant or deny requests to take compensatory time off when the request is made less than fourteen (14) calendar days in advance.

Section 10.3 - Call-Back Minimum. Employees called to work during scheduled off-duty hours shall be compensated in the form of compensatory time off at the rate of one and one-half (1½) hours for each hour worked with a minimum of four (4) hours' compensatory time off earned for each such call to work. The minimum of four (4) hours shall not apply when such a call to work is an extension of or early report to a scheduled shift. This provision shall not apply to situations arising out of Section 9.5, *Temporary Change in Shifts*.

Section 10.4 - Standby. Employees properly authorized and required by MPRB rules to standby 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. The following cancellation provisions shall be effective January 1, 2000. If standby status is canceled prior to 6:00 p.m. on the day preceding the scheduled standby status, the MPRB shall not be obligated to compensate an employee for standby status. If standby status is canceled after 6:00 p.m. on the day preceding the scheduled standby status, but before 9:00 a.m. on the day of the scheduled standby status, the MPRB shall be required to compensate the employee for one (1) hour of standby. If standby status is canceled after 9:00 a.m. on the day of the scheduled standby status, the MPRB shall be required to compensate the employee for the greater of: two (2) hours of standby; or the compensation specified under this Section 10.4 for time actually served on standby status.

Section 10.5 - Court Time and Preparation.

- (a) Employees will be compensated for all time required in court or proceedings of the Civilian Review Authority, including time required in *standby* status in anticipation of such appearances when:
 - (1) The court case is within the scope of the employee's employment and the employee is under subpoena or trial notice for the appearance, a copy of which has been provided to the Park Police; or
 - (2) The employee's appearance is before the Civilian Review Authority.
- (b) An employee will be permitted necessary time in consultation with attorneys while on-duty, provided:
 - (1) The case is within the scope of the employee's employment and,
 - (2) Prior approval of such on-duty consultation is received from the employee's immediate supervisor.
- (c) Employees shall be compensated for all off-duty time spent in consultation with attorneys where:
 - (1) The MPRB (i.e., the Minneapolis City Attorney, an involved county attorney and/or federal authority) requires the employee's attendance at such meeting, and
 - (2) The consultation cannot reasonable be rescheduled to the involved employee's normal on-duty hours, and
 - (3) The same *scope of employment* and *prior approval* criteria outlined in Paragraph 10.5(b), above, are satisfied.

Section 10.6 - Special Overtime Practices.

Subd. (a) *Field Training Officers.* As compensation for the additional duties associated with the assignment, an employee who serves as a Field Training Officer (FTO) shall be paid a premium equal to one and one-quarter (1 1/4) hours at straight time for each work day or part thereof in which he/she acts as an FTO with the responsibilities for reporting on the performance of the trainee. Such compensation shall be in addition to the employee's regular compensation for the hours actually worked. The MPRB will attempt to staff its FTO program with volunteers, but reserves the right to reject a volunteer who it determines is not appropriate to serve as an FTO and to assign employees to FTO duties if the needs of the MPRB cannot be fully staffed by volunteers. The MPRB will use its best efforts to reasonably limit the number of consecutive months during which it will involuntarily assign an employee to FTO duties.

Subd. (b) *Buy-Back Policing.* Participation in the MPRB or Minneapolis Police Department's *Buy-Back Policing* is voluntary. An employee who works buy back shall be paid

cash compensation for all hours worked therein at one and one-half (1 ½) times the employee's regular hourly rate.

Subd. (c) *Buy-Back definitions*

For purposes of this unique overtime practice, Buy-Back Policing shall mean community crime prevention, special investigative and other law enforcement activities normally within the scope of the authority of the MPRB. Additional activities may be added only upon the express written agreement of the Parties.

Buy-back opportunities shall be available to all employees in the ranks of patrol officer, sergeant and lieutenant on a non-discriminatory basis. The MPRB shall maintain a system of posting buy-back opportunities that includes a description of the duties and the available dates and times so that any interested and eligible employee can sign-up for such duties. Buy-back assignments shall be available, subject to reasonable restrictions to ensure fairness to all eligible employees, on a "first-come, first-served" basis. If the buy-back assignments cannot be filled from within the Park Police, the MPRB may fill such assignments by providing an equal opportunity for volunteers from the Minneapolis Police Department.

Subd. (d) *Extra-Duty Assignment.*

(1) Employees may be offered "extra duty" time by the MPRB, or others under the authority of the MPRB, which may be in addition to the normal monthly schedule. Such assignments shall be made available to Minneapolis Park Police employees first on a voluntary basis. If there are not enough volunteers, the Employer may offer work to Minneapolis Police Officers and if the extra duty assignments remain unfilled, then assign Minneapolis Park Police to work Extra Duty assignments by inverse seniority.

(2) Effective the date of all parties signing this contract an employee who works an Extra Duty assignment will be compensated by job type and for hours worked.

Employees undertaking patrol officer-type extra duty assignments will be paid at the rate of one and one-half (1 ½) times the current top step Park Police Patrol Officer hourly rate of pay, including the current top longevity step. This will be referred to as "Extra Duty – Base Premium."

Employees undertaking supervisory extra duty assignments will be paid at the rate of one and one-half (1 ½) times the current Park Police top Sergeant pay, including the top longevity step. This will be referred to as "Extra Duty – Coordinator Premium."

MPRB staff with responsibility for coordinating external events will determine when it is appropriate to assign supervisors to an assignment.

(3) Any officer of any rank from either the Minneapolis Park Police Department or the City of Minneapolis Police Department will be paid a minimum of four (4) hours.

(4) Employees working Extra Duty on most holidays will be paid the regular Extra Duty rates (either Base Premium or Coordinator Premium, depending on the nature of the work assignment).

On Independence Day and Thanksgiving, Employees engaged in Extra Duty work will be paid special rates. For those working in officer roles, the compensation will be calculated at two and a quarter (2.25) times the current rate of pay at the top ranking Park Police Patrol Officer (including the current top longevity step). This will be referred to as “Extra Duty-Holiday Premium.” For those working in coordinator roles, the compensation will be calculated at two and a quarter (2.25) times the top step of Park Police Sergeant (including the current top longevity step). This will be referred to as “Extra Duty – Holiday Coordinator.”

Should the MPRB charge the event sponsor a rate of 2.25, or any other multiple of straight time for an officer's time on holidays other than Thanksgiving or Independence Day, then the officer shall be paid at the corresponding rate as articulated in this paragraph.

(5) If an event is cancelled prior to 18:00 hours of the day prior to the event officers shall receive two (2) hours of straight time pay at the current top step of Park Police Patrol Officer, plus the current top longevity step. If the event is cancelled after 18:00 hours on the day prior to the event up to and including the scheduled start time of the event officers shall be paid four (4) hours of straight time at the current top step Park Patrol Officer hourly rate of pay, including the current top longevity step.

Section 10.7 – Holidays.

Subd. (a) Major Holidays. Employees shall be compensated at the overtime rate for all hours worked during any shift which begins on all Holidays recognized in Section 12.1. The parties hereby agree that an employee’s “regular hourly rate” on each of the qualifying holidays is 1.5 times the employee’s hourly rate in effect for work days other than such holidays and, therefore, when an employee works “overtime” as defined by Section 10.2, Subd. (a) of the Labor Agreement, on one of the qualifying holidays or as an extension of a shift that qualifies for holiday pay under Section 10.7 of the Labor Agreement, and when the employee is also compensated at straight time for the holiday, the effective rate of pay for such overtime hours is 2.25 times the employee’s normal (non-holiday) hourly rate. The additional compensation payable for working on one of these holidays shall be payable in cash.

Subd. (b) Floating Holidays. In lieu of additional compensation with regard to other holidays recognized in Section 12.1, commencing with the 2011 payroll year, and continuing thereafter, on the first day of the payroll year each employee shall be credited with a holiday time bank consisting of the number of hours of two (2) regular work days. The employee’s “regular work day” shall be determined based on the employee’s assignment as of the first day of the payroll year. Requests for holiday time off shall be considered by supervisors on the same basis as vacation requests. Holiday time does not carry over from year to year and therefore, holiday time banks will revert to zero as of 11:59 P.M. on the last day of each payroll year. Accrued but unused holiday time off at the time of an employee’s separation from service shall be forfeited and, therefore, no compensation shall be payable for such accrued time.

Subd. (c) *Donated Federation Day.* All employees shall receive one (1) day to be donated to the Federation per Article 21, Section 21.3 Subd. (2).

ARTICLE 11 **VACATIONS**

Section 11.1 - Eligibility: Full-Time Employees. Vacations with pay shall be granted to permanent employees who work one-half (1/2) time or more. Vacation time will be determined on the basis of continuous years of service, including time in a classified or 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:

- (a) 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.
- (b) 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.
- (c) Credit During Periods on Disability Pension. Upon return to work, employees shall be credited for time served on workers' compensation (those returning to active employment after January 1, 1996) 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.
- (c) 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 11.2 - Vacation Benefit Levels. Eligible employees shall earn vacations with pay in accordance with the following schedule:

<u>Employee's Credited Continuous Service</u>	<u>Working Days Vacation Per Year</u>	<u>Hours Per Year</u>
One through Four Years	12 Days	96 Hours
Five through Seven Years	15 Days	120 Hours
Eight through Nine Years	16 Days	128 Hours
Ten through Fifteen Years	18 Days	144 Hours
Sixteen through Seventeen Years	21 Days	168 Hours

Eighteen through Twenty Years	22 Days	176 Hours
Twenty –One Years and Above	26 Days	208 Hours

Section 11.3 - Vacation Accruals and Calculation. The following shall be applicable to the accrual and usage of accrued vacation benefits:

- (a) Accruals and Maximum Accruals. Vacation benefits shall be calculated on a direct proportion basis for all hours of credited work other than overtime and without regard to the calendar year. Benefits may be cumulative up to and including four hundred (400) hours. Accrued benefits in excess of four hundred (400) hours shall not be recorded and shall be considered lost.
- (b) Negative Accruals Permitted. Employees certified to permanent positions 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.
- (c) Vacation Usage and Charges Against Accruals. Vacation shall begin on the first working day an employee is absent from duty. When said vacation includes a holiday, the holiday will not be considered as one of the vacation days.
- (d) Vacation Credit Pay. All bargaining unit employees shall be entitled to elect to receive compensation for vacation time that will be earned in the subsequent year in accordance with the terms of this paragraph. Not less than thirty (30) days prior to the beginning of the payroll year during which the vacation subject to such election is accrued (hereafter the "Accrual Year"), employees may seek payment for up to forty (40) hours of accrued vacation time that will be accrued during the Accrual Year. Such election, once made, shall be irrevocable. Thus the hours elected for compensation shall not be eligible for use as vacation. Payment to the employee who has elected to receive payment shall be based on the employee's regular base rate of pay in effect on December 31 of the Accrual Year. The vacation credit pay shall be paid to the employee within ninety (90) days after the Accrual Year. Employees, at their sole option, may authorize and direct the Employer to deposit vacation credit pay to a deferred compensation plan administered by the Employer provided such option is exercised in a manner consistent with the provisions governing regular changes in deferred compensation payroll deductions.

Section 11.4 - Vacation Pay Rates.

Subd. (a) 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 Paragraph (b), below.

Subd. (b) *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 11.5 - Scheduling Vacations. Vacations are to be scheduled in advance and taken at such reasonable times as approved by the employee's immediate supervisor with particular regard for the needs of the MPRB, the seniority of employee in his/her rank or detailed rank, and, insofar as practicable, the wishes of the employee. No vacation shall be assigned by the Employer or deducted from the employee's account as disciplinary action.

Section 11.6 – Payment for Unused Vacation on Separation. The value of any vacation balance due upon voluntary separation shall be deposited into the employees Post-Retirement Health Care Savings Plan, as established in Minn. Stat. §352.98 as administered by the Minnesota State Retirement System.

ARTICLE 12 **HOLIDAYS**

Section 12.1 - General. The following days shall be observed as paid holidays for all permanent, full-time employees:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
- 10 .Day after Thanksgiving
11. Christmas Day

The employer retains the right to require employees to work on holidays.

Section 12.2 - Religious Holidays. An employee may observe religious holidays which do not fall on the employee's regularly scheduled day off. Such religious holidays 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 holidays 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 Director Park Safety and Security in writing at least ten (10) calendar days in advance of her/his religious holiday of his/her

intent to observe such holiday. The Director Park Safety and Security may waive this ten (10) calendar day requirement if the Employer determines that the absence of such employee will not substantially interfere with the MPRB's function.

ARTICLE 13 **INSURANCE BENEFITS**

Section 13.1 - Group Health Insurance.

Subd. (a) *Enrollment and Eligibility.* Upon proper application, permanently certified full-time employees shall be enrolled as a covered participant in one of the MPRB's available indemnity insurance plans and shall be provided with the coverage's specified therein. Coverage under the selected plan shall become effective no later than the first day of the calendar month immediately following the completion of thirty (30) days of employment. Eligible employees may waive coverage under the Employer's available indemnity insurance plans by providing written evidence satisfactory to the Employer that they are covered by health insurance or have HMO coverage from another source at the time of open enrollment and sign a waiver of coverage under the Employer's available plans. Subsequent coverage eligibility for such employees, if desired, shall be governed by the provisions of the contracts of insurance between the Employer and the providers of such coverage.

Subd. (b) Employer and Employee Premium Contributions – Health Insurance.

Contributions toward the cost of premiums for health insurance shall be governed by the Letter of Agreement, which is attached to this Collective Bargaining Agreement and hereby incorporated by reference as Appendix E (2009) or Appendix F (2010).

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

Section 13.2 - Group Life Insurance. Permanently certified full-time employees shall be enrolled in the Employer's group term life insurance policy and shall be provided with the coverage's specified therein in the face amount of ten thousand dollars (\$10,000.00). Coverage's shall become effective no later than the first day of the calendar month immediately following the completion of thirty (30) days of employment. The Employer shall pay the required premiums for the above amounts and the MPRB shall continue to provide arrangements for employees to purchase additional amounts of life insurance.

Section 13.3 - Group Dental Insurance. Permanently certified full-time employees shall be enrolled, along with their eligible dependents in the MPRB's group dental insurance policy and shall be provided with the coverage specified therein. Coverage shall become effective no later

than the first day of the calendar month immediately following the completion of thirty (30) days of employment. The MPRB shall pay the required premiums for the policy on a single/family *composite* basis.

Section 13.4 - MinneFlex. Employees who have established enrollment eligibility under the provisions of Paragraph 13.1(a), (*Enrollment and Eligibility*) of this article, shall be provided an opportunity to participate in the MPRB's *MinneFlex* Plan - a qualified plan which provides special tax advantages to employees under *IRS Code* Section 125. The *Plan Document* shall control all questions of eligibility, enrollment, claims and benefits.

ARTICLE 14 **BULLETIN BOARDS**

The MPRB shall provide reasonable bulletin board space at for use by the Federation in posting notices of Federation business and activities; said bulletin board space shall not be used by the Federation for political purposes other than Federation elections.

ARTICLE 15 **EXAMINATION TIME**

When an employee is scheduled to take a Minneapolis Civil Service promotional examination during his or her regular scheduled hours of duty, the MPRB shall grant reasonable time off to take the examination except in emergencies as declared by the MPRB Superintendent. If such an emergency occurs, the MPRB shall request the Civil Service Commission to reschedule the examination.

ARTICLE 16 **RULES AND REGULATIONS**

It is understood that the MPRB has the right to establish reasonable work rules and regulations. The MPRB agrees to enter into discussion with the Federation on additions to or changes in the existing rules and regulations prior to their implementation. The MPRB further agrees that changes shall be effective three (3) calendar days after posting.

ARTICLE 17 **PHYSICAL FITNESS PROGRAM**

Section 17.1 – Eligibility. All police officers are eligible for a single membership at the facility selected by the Employer. The club membership dues for all eligible employees shall be paid by the MPRB.

Section 17.2 – Termination of Membership. Employees who do not use the health club may request that the Employer cancel their health club membership. An employee who requests cancellation of his/her membership shall be entitled to a one-time payment of \$100. Such payment shall be made within thirty (30) days after the effective date of the cancellation of the membership.

Section 17.3 – Reinstatement. An employee, whose membership to the facility has been cancelled pursuant to Paragraph (b), above, may seek reinstatement after six (6) months by requesting reinstatement in writing on a form to be supplied by the Employer and, for employees who received the cancellation stipend referenced in subd. (b), by reimbursement to the employer of the \$100 cancellation stipend.

Section 17.4 – Membership Upgrades. Any employee who is eligible for a single membership may upgrade his/her membership to a family membership (or other type of upgraded membership) at the employee's option. The employee shall bear the additional cost of any such upgrade.

Section 17.5 – New Hires. Newly hired officers shall become eligible for membership upon completion of their training.

Section 17.6 – Club Usage

After each calendar quarter (March 31, June 30, September 30, December 31), the Employer shall cancel the club membership of an employee who does not use the facility an average of six (6) times per month during the preceding three-month period. The Employer will advise the employee in writing before the cancellation becomes effective. An employee may request a waiver of such cancellation if she/he is temporarily unable to use the facility due to illness, injury, or other compelling circumstances. That waiver should be provided in writing to the Director Park Safety and Security. However, the consideration of a waiver is solely at the discretion of the Employer and is not grievable. Employees whose membership is cancelled by the Employer are not eligible for the Termination of Membership payment outlined in Section 17.2 of this agreement.

ARTICLE 18
DRUG AND ALCOHOL TESTING

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 MPRB and to the public. To reduce those risks, the MPRB and the Unions who represent MPRB employees, have jointly, by collective bargaining, adopted this policy concerning drugs and alcohol in the workplace. This policy 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 policy is intended to conform to the provisions of the Minnesota *Drug and Alcohol Testing in the Workplace Act* (Minnesota Statutes §181.950 to 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 policy shall be construed as a limitation upon the Employer's obligation to comply with the provisions of the Omnibus Transportation Employee Testing Act of 1991.

Section 18.1 - 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) ***Drug*** means a controlled substance as defined in *Minnesota Statutes* §152.01, Subd. 4.
- (c) ***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.
- (d) ***Drug Paraphernalia*** has the meaning defined in *Minnesota Statutes* §152.01, Subd. 18.
- (e) ***Employee*** means a person, independent contractor, or person working for an independent contractor who performs services for the MPRB 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.
- (f) ***Employer*** means the MPRB acting through a Division head or any designee of the Division head.
- (g) ***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.
- (h) ***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 recognized by the National Institute on Drug Abuse, the College of American Pathologists or the Department of Health, State of New York, as appropriate cutoff values or concentrations under the standards of the programs they administer. At the time this policy was published, each of the following levels was considered to be a positive test result:

<u>Substance</u>	<u>Initial Screening</u>	<u>Confirmatory</u>
Alcohol (urine)	.02 gm/100 ml of urine	.02 gm/100 ml of urine

Alcohol (blood)	.02 gm/100 ml of blood	.02 gm/100 ml of blood
Alcohol (breath)	.02 gm/210 L of breath	.02 gm/100 ml of blood
Amphetamines	1,000 ng/ml	500 ng/ml*
Methamphetamine	1,000 ng/ml	500 ng/ml*
Barbiturates	300 ng/ml	300 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Fentanyl	5 ng/ml	5 ng/ml
Opiate Metabolites		
Opiates: 1) Morphine	2000 ng/ml*	2000 ng/ml*
Opiates: 2) Codeine	2000 ng/ml*	2000 ng/ml*
PCP (Phencyclidine)	25 ng/ml	25 ng/ml
Marijuana Metabolites	20 ng/ml	15 ng/ml
LSD (Lysergic Acid) Diethylamide	1 ng/ml	5 ng/ml
3, 4-Methylenedioxy Amphetamine (MDA)	300 ng/ml	300 ng/ml

* Individually or in combination.

As advances in technology or other considerations warrant identification of these substances at other concentrations, the organizations listed above may recognize different threshold detection levels than those set forth above. Such levels shall be considered to be *positive test results* under this policy. Methods of analysis used and testing levels reported by laboratories who are certified or accredited by the organizations listed above for other drugs shall also be observed under this policy.

- (i) ***Gm*** means gram(s).
- (j) ***L*** means liter(s).
- (k) ***Ml*** means milliliter(s).
- (l) ***Ng/ml*** means nanograms per milliliter.

- (m) ***Reasonable Suspicion*** means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
- (n) ***Under the Influence*** means having the presence of a drug or alcohol at or above the level of a positive test result.
- (o) ***Valid 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 *valid medical reason*.
- (p) ***Controlled Substance*** means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (U.S.C. 812), and as further defined by regulation at 21 CFR 1300.11 through 1300.15.
- (q) ***Conviction*** means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.
- (r) ***Criminal Drug Statute*** means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.
- (s) ***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.
- (t) ***Federal Agency* or *Agency*** means any United States executive department, military department, government corporation, government controlled corporation, any other establishment in the executive branch (including the Executive Office of the President), or any independent regulatory agency.
- (u) ***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, whether or not exempted from coverage under the grants management government-wide regulation (*Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*). The term does not include technical assistance in the form of loans, loan guarantees, interest subsidies, insurance, or direct appropriations; or any Veterans' benefits to

individuals, i.e., any benefit to Veterans, their families, or survivors by virtue of the service of a Veteran in the Armed Forces of the United States.

- (v) **Grantee** means a person who applies for or receives a grant directly from a federal agency.
- (w) **Individual** means a natural person.

Section 18.2 - 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 valid 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 valid medical reason or when approved by the Employer as a property 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.

Section 18.3 - Person Subject To Testing. All employees are subject to testing under applicable sections of this policy. However, no person will be tested for drugs or alcohol under this policy without the person's consent. The Employer will request or require an individual to undergo drug or alcohol testing only under the circumstances described in this policy.

Section 18.4 - Circumstances For Drug Or Alcohol Testing. The Employer may request or require an employee to undergo drug and alcohol testing if the Employer or any supervisor of the employee has a reasonable suspicion related to the performance of the job that the employee:

- (a) 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
- (b) Was involved in a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in such a work-related accident.
- (c) Has discharged a firearm loaded with bullets, slugs or shot other than: (1) on an established target range; (2) while conducting authorized ballistics tests; (3) while engaged in recreational hunting activities; or (4) when authorized by a supervisor to shoot a wounded or dangerous animal or to disable a light, lock or other object which presents an impediment or hazard to an officer who is carrying out his/her lawful duties.

The Employer shall not request an employee to submit a drug or alcohol test unless two (2) agents of the Employer have confirmed the existence of *reasonable suspicion*, within the meaning of this Policy, that:

- (a) 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
- (b) Has, within thirty (30) calendar days of the request, used, possessed, sold 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 (other than in connection with the employee's official duties); or

Section 18.5 - 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 recommend to the Civil Service Commission that the employee may be discharged from employment on ground of insubordination and any other appropriate grounds.
- (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 drug or alcohol testing of a urine sample.

Section 18.6 - 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 Policy*, and (2) indicate consent to undergo the drug and alcohol testing.
- (b) **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) **Identification of Samples** - Each sample shall be sealed into a suitable container free of any contamination that could affect test results, be immediately labeled with the subject's social security number, be initialed by the subject, and be signed and dated by the person witnessing the sample.
- (d) **Chain of Custody** - The Employer shall ensure that a written record of the chain of custody of the sample is maintained and ensure the proper handling of the sample in compliance with the provisions of the Minnesota *Drug and Alcohol Testing in the Workplace Act* pertaining to chain of custody.
- (e) **Laboratory** - The Employer shall use the services of a testing laboratory which meets the criteria established by the Minnesota *Drug and Alcohol Testing in the Workplace Act* pertaining to testing laboratories; however, no test shall be conducted by a testing laboratory owned and operated by the MPRB.
- (f) **Methods of Analysis** - The testing laboratory shall use methods of analysis and procedures to ensure reliable drug and alcohol testing results, including standards for initial screening tests and confirmatory tests. The testing laboratory shall perform each test analysis in accordance with the applicable standards of the licensing, accreditation or certification program listed in the Minnesota *Drug and Alcohol Testing in the Workplace Act* in which it participates.
- (g) **Retention and Storage** - All blood and urine samples that produced a positive test result shall be retained and properly stored by the testing laboratory for at least six (6) months.
- (h) **Test Report** - The testing laboratory shall prepare a written report indicating the drugs, alcohol, or their metabolites tested for, the types of tests conducted, and whether the test produced negative or positive test results, and the testing laboratory shall disclose that report to the Employer within three (3) working days after obtaining the final test result.

- (i) **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 which may have biased the test.

Section 18.7 - Rights Of Employees. Within three (3) working days after receipt of the test result report from the testing laboratory, 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 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 you are currently taking or have recently (within the last month) 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 certified chemical use counselor 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 certified chemical use counselor 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 have no entry made in any personnel file respecting the circumstances surrounding a requested test, the administration of the test or the results thereof if the results are negative.

Section 18.8 - Action After Test. The Employer will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee solely on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test. Where there has been a positive test result in a confirmatory test and in any confirmatory retest, the Employer will do the following unless the employee has furnished a valid medical reason for the positive test result:

- (a) **First Offense** - The employee will be referred for an evaluation by a certified chemical use counselor 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 a certified chemical use counselor 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, and alcohol or drug abuse prevents the employee from performing the essential functions of the job in question or constitutes a direct threat to property or the safety of others or otherwise constitutes a bona fide occupational qualification, the Employer may discharge the employee from employment.
- (b) **Second Offense** - Where alcohol or drug abuse prevents the employee from performing the essential functions of the job in question or constitutes a direct threat to property or the safety of others or otherwise constitutes a bona fide occupational qualification, and the employee has previously received one program

of treatment required by the Employer within the last five (5) years while an employee of the MPRB, the Employer may recommend to the Civil Service Commission that the employee be discharged from employment.

- (c) **Suspensions and Transfers** - Notwithstanding any other provisions herein, the Employer may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the Employer believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public.
- (d) **Other Misconduct** - Nothing in this policy 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 for a period not to exceed ninety (90) calendar days, a demotion, or a discharge from employment, depending upon the circumstances, and subject to the above requirements.

Section 18.9 - Data Privacy. The purpose of collecting a body component sample of blood, breath, or urine is to test that sample for the presence of drugs or alcohol. 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 valid 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.

Section 18.10 - Appeal Procedures.

- (a) Concerning disciplinary actions taken pursuant to this drug and alcohol testing policy, available appeal procedures are as follows:
 - (1) Non-Veterans on Probation: An employee who has not completed the probationary period and who is not a Veteran has no right of appeal to the Civil Service Commission.

- (2) Non-Veterans After Probation: An employee who has completed the probationary period and who is not a Veteran has a right to appeal to the Civil Service Commission only a suspension of over thirty (30) days, a permanent demotion (including salary decreases), or a discharge, if the employee submits a notice of appeal within ten (10) calendar days of the date of mailing by the Employer of notice of the disciplinary action.
 - (3) Veterans: An employee who is a Veteran has a right to appeal to the Civil Service Commission a permanent demotion (including salary decreases), or a discharge, if the employee submits a notice of appeal within sixty (60) calendar days of the date of mailing by the Employer of notice of the disciplinary action, regardless of status with respect to the probationary period. An employee who is a Veteran has a right to appeal to the Civil Service Commission a suspension of over thirty (30) days if the employee submits a notice of appeal within ten (10) calendar days of the date of mailing by the Employer of notice of the disciplinary action. An employee who is a Veteran may have additional rights under the Veterans Preference Act, *Minnesota Statutes* §197.46.
- (b) All notices of appeal must be submitted in writing to the Minneapolis Civil Service Commission, Room #100 Public Service Center, 250 South 4th Street, Minneapolis, MN 55415-1339.
 - (c) An employee who is covered by a collective bargaining agreement may elect to seek relief under the terms of that agreement by contacting the appropriate Union and initiating grievance procedures in lieu of taking an appeal to the Civil Service Commission.

Section 18.11 - 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.).

Section 18.12 - Distribution. Each employee engaged in the performance of any federal grant or contract shall be given a copy of this policy.

CITY OF MINNEAPOLIS

**NOTIFICATION FORM AND
CONSENT FOR DRUG AND ALCOHOL TESTING**

I acknowledge that I have seen and read the MPRB *Drug and Alcohol Testing Policy*. I hereby consent to undergo drug and/or alcohol testing pursuant to said policy, and I authorize the MPRB through its agents and employees to collect a urine, blood and/or breath 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 medico legal requirements.

I understand that the results of this drug and alcohol testing may be discussed with and/or made available to my employer, the MPRB. I further understand that the results of this testing may affect my employment status as described in the policy.

Name (Please Print or Type)

Social Security Number

Signature

Date _____

Witness

Date _____

ARTICLE 19
FITNESS FOR DUTY

Section 19.1 - Statement of Policy and Purpose. The Minneapolis Park Police Department and its employees know that the performance of law enforcement duties is inherently demanding and that such duties are sometimes performed under dangerous conditions and/or in a stressful environment. It is, therefore, important to the MPRB for the safety of its employees and the public to ensure that all personnel in the service of the Park Police are medically, psychologically and emotionally fit for duty. It shall be the policy of the Minneapolis Park Police to require fitness for duty examinations in accordance with the provisions set forth herein.

It is the purpose of this policy to establish standards and procedures for identifying and diagnosing officers of the Park Police who may suffer from medical, psychological or emotional conditions which impair their ability to perform their job duties satisfactorily. This policy shall be administered in a manner which is consistent with the MPRB's desire to treat affected employees with dignity and respect under such circumstances and to provide information and assistance to them concerning their fitness for duty.

It is the goal of the MPRB to have healthy and productive employees and to facilitate successful treatment for those employees experiencing debilitating health problems. In furtherance of this goal, the MPRB is committed to applying this Policy to promote rehabilitation, rather than discipline, while minimizing the interruption to the employee's life and career and to the employer's operations.

Section 19.2 - Circumstances Requiring Fitness For Duty Examinations. The MPRB may require an employee to be examined under this policy in the circumstances described below:

- (a) Where there exists a reasonable cause to believe, based upon specific observations and facts and rational inferences drawn from those observations and facts, that an employee may not be medically, psychologically or emotionally fit to perform the essential functions of the position to which he or she is assigned without accommodation. Such reasonable suspicion must be based upon the observations of at least two supervisors or co-workers who have first-hand knowledge or upon reliable information provided to a supervisor that the employee is currently exhibiting conduct which reasonably demonstrates that:
 - (1) the employee may be suffering from a physical or mental condition; and
 - (2) such condition:
 - (A) prevents the employee from effectively performing his/her duties; and
 - (B) is not likely to be healed or remedied without professional treatment or intervention.

- (b) Where an employee is returning to active service after a leave of absence without pay or similar absence or where the employee has been outside of the MPRB's observation or control for a period longer than six (6) calendar months.
- (c) Where an employee is returning to active service after a serious illness, injury or medical condition whether or not the employee's personal physician has placed restrictions on the employee's job-related activities.
- (d) Where an employee has been involved in a critical incident where the potential for physical or psychological trauma to the employee was significant.
- (e) Where the employee contends he/she is not medically, psychologically or emotionally fit for duty.

The provisions set forth in paragraphs (b) and (c) above shall not apply to psychological evaluations. A physician evaluating the physical fitness for duty may refer an employee for a psychological evaluation pursuant to the provisions of Section 19.5 below.

Section 19.3 - Procedures for Evaluating an Employee Exhibiting Behavior Creating Suspicion of a Health Impairment Affecting His/Her Ability to Perform Job Duties.

Step 1

The employee's immediate supervisor shall personally interview the employee for the purpose of determining whether a problem exists and, if so, whether the situation requires additional measures. During the interview the employee shall be given the opportunity to explain the behavior or circumstances which created the cause for concern. After interviewing the employee, the supervisor shall:

- conclude that the concern is unfounded, does not impair the employee's ability to perform his/her duties effectively, or is of a nature that can be remedied without the intervention of a physician or other licensed medical provider; or
- counsel the employee regarding the situation and advise the employee of the supervisor's intention to monitor ongoing performance in the expectation of observing improvement; or
- recommend to the Director, Park Safety and Security that the employee be considered for a referral for a fitness for duty evaluation.

Except in circumstances where the supervisor concludes that the concern is unfounded, the supervisor shall also encourage the employee to contact the Employee Assistance Program (EAP).

This Step 1 is not required in situations involving: physical injuries which clearly impair performance; imminent danger to self or others; or critical incidents.

Step 2

Where the supervisor recommends to the Director, Park Safety and Security that the employee be considered for referral for an evaluation, the supervisor shall prepare a written report which articulates the specific facts which establish the reasonable basis for requesting that the employee be referred to a fitness for duty examination, including the specific impact on the employee's ability to effectively perform his/her duties. A copy of the supervisor's written report to the Director, Park Safety and Security shall be provided to the employee, together with a notice that the employee may wish to seek the guidance of the Federation.

Step 3

Upon receipt of the supervisor's written report, the Director, Park Safety and Security will evaluate the case. The Director, Park Safety and Security shall:

- conclude that the concern is unfounded, does not impair the employee's ability to perform his/her duties effectively, or is of a nature that can be remedied without the intervention of a physician or other licensed medical provider; or
- recommend that the employee's supervisor monitor ongoing performance in the expectation of observing improvement; or
- refer the employee to a professional for a fitness for duty evaluation.

Section 19.4 - Directives To Be Examined; Notice. At the time an employee is required by the MPRB to undergo a fitness for duty examination, the MPRB shall inform the employee of the reason(s) for the examination and it shall provide the employee with a copy of all information provided by the MPRB to the examining physician or other licensed medical provider and a summary of all oral communication therewith. Except as described below in cases involving psychological examinations, refusal to submit to a required fitness for duty examination shall subject the employee to disciplinary action. In such cases, the employee shall not be permitted to work until the fitness for duty examination has been conducted and a fitness for duty finding has been made.

Section 19.5 - Psychological Evaluations; Reasonable Basis; Appeals. No psychological evaluations shall be required in the absence of a recommendation by the MPRB's examining physician or other licensed medical provider who has a reasonable basis for requiring the psychological evaluation. The MPRB shall inform the employee of such reasonable basis at the time he/she is ordered to report for the required psychological examination unless the examining physician or other licensed medical provider documents with reasonable specificity that disclosure of the information in the report is likely to cause harm to the employee or to others. In such cases, the information shall be handled and/or disclosed in a manner consistent with prevailing medical and/or legal authority.

If the employee disagrees that a reasonable basis exists for the required psychological evaluation, the employee may file a grievance contesting the requirement that he/she submit to the examination. In such event, the employee shall not be required to report for the psychological evaluation until the grievance has been resolved under the expedited arbitration procedures of the Collective Bargaining Agreement. The MPRB may relieve the employee from duty without pay or reassign the employee to other duties during the pendency of the grievance resolution proceedings but shall not discipline or discharge the employee for refusing to submit to the psychological evaluation unless the employee refuses to undergo psychological evaluation after an arbitrator has determined, or the MPRB and the Federation agree, that a reasonable basis for the requirement exists. If an employee is relieved without pay, he/she may use available benefits in order to continue in paid status. If an employee is relieved without pay and it is subsequently determined that the MPRB lacked a reasonable basis to require a psychological evaluation, the MPRB shall make the employee whole by paying the employee for lost work days and/or restoring his/her benefit banks.

Section 19.6 - Examining Physicians; Costs. The physicians and/or other licensed medical providers relied upon by the MPRB in the administration of this policy shall be selected and employed by the MPRB. To minimize the delay in evaluating the employee, the MPRB shall have more than one physician and/or licensed medical personnel to conduct fitness for duty evaluations.

The MPRB shall bear all costs associated with fitness for duty examinations required under this policy and all time required by such examinations shall be regarded as "work time" under the Fair Labor Standards Act and the provisions of this Collective Bargaining Agreement.

Section 19.7 - Medical Records; Private. All medical data and records relied upon by the MPRB in the administration of this policy shall be classified as private data on individuals as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et. seq. All reports, correspondence, memoranda or other records which contain medical data on an employee shall be made available only to the Human Resources Manager, those who have the authority and responsibility to represent the interests of the MPRB in claims involving the MPRB in any forum or otherwise and others who may specifically be authorized by the employee to receive such data. The MPRB shall request an opinion from the MPRB Attorney in instances where questions arise over the proper distribution or handling of medical data relied upon by the MPRB in the administration of this policy or in connection with the MPRB's response to any finding that an employee is not fit for duty.

Section 19.8 - Adverse Findings; Appeals. Where it is determined that an employee is not fit for duty, the examining physician shall prepare a written report which includes the following:

- (a) A specific diagnosis of the medical condition and the reasons why such problem renders the employee unfit for duty; and
- (b) A statement as to whether the employee, with reasonable accommodation, is able to perform the essential functions of the job; and
- (c) A specific treatment plan, if any; and

- (d) A prognosis for recovery and a specific schedule concerning re-examination.

A copy of the examining physician's written report shall be provided to the Human Resources Manager and to the employee unless the examining physician or other licensed medical provider documents with reasonable specificity that disclosure of the information in the report is likely to cause harm to the employee or to others. In such cases, the information shall be handled and/or disclosed in a manner consistent with prevailing medical and/or legal authority.

In the event the employee disagrees with the determination of the examining physician or other licensed medical provider that he/she is not medically, psychologically, or emotionally fit for duty, the employee may submit medical information from a physician or other licensed medical provider of his/her own choosing. The employee shall be responsible for all costs associated with the second opinion unless such costs are covered by the employee's medical insurance. Where the employee's physician and the MPRB's physician have issued conflicting opinions concerning the employee's fitness for duty, the MPRB shall encourage the two physicians to confer with one another in an effort to resolve their conflicting medical opinions. If they are unable to do so within fifteen (15) calendar days after the date of the second opinion, the dispute concerning the employee's fitness for duty may be submitted by either party to a mutually acceptable third, neutral examining physician or other licensed medical provider (the "Neutral Examiner") who has expertise regarding the medical, psychological or emotional disorder involved and who is knowledgeable of the environment in which law enforcement duties are performed. The decision of the Neutral Examiner shall be final and binding on the parties. If the Neutral Examiner determines it necessary, the employee shall submit to an evaluation by the Neutral Examiner. If the Neutral Examiner determines that the employee is not fit for duty, he/she shall issue a written report which includes the information specified above. Notwithstanding the Provisions of 24.6, the cost of the Neutral Examiner, to the extent not covered by insurance, shall be split equally between the MPRB and the Federation. The dispute resolution procedures outlined herein shall not apply to Workers' Compensation cases.

At such time as the MPRB determines that an employee shall be required to submit to a fitness for duty evaluation and/or during the time any controversy concerning the employee's fitness for duty is being resolved, the MPRB may reassign the employee to other duties or relieve the employee from duty in its sole discretion. In the latter event, the employee shall be placed on paid leave of absence status which may be revoked if the employee fails to fully cooperate with the MPRB or its examining physicians and/or other licensed medical provider.

ARTICLE 20

LEGAL COUNSEL

Section 20.1 - Legal Counsel. The MPRB shall provide legal counsel to defend any employee against any action or claim for damages, including punitive damages, subject to limitations set forth in *Minnesota Statutes* §466.07, based on allegations relating to any arrest or other act or omission by the employee provided: the employee was acting in the performance of the duties of his or her position; and was not guilty of willful neglect of duty or bad faith.

The MPRB may undertake its obligation to its employee by assigning the matter to the MPRB Attorney or by employing outside counsel at its discretion. However, where there is a conflict of interest between the MPRB and its employee, the MPRB Attorney may represent or assign outside counsel based upon the provisions of this article. The decision on whether a conflict exists shall be decided in the first instance by the MPRB Attorney. The MPRB shall pay the costs and expenses associated with such separate and independent counsel in instances where the limitations set forth in *Minnesota Statutes* §466.07 do not apply.

Where the MPRB determines that its position is in conflict with that of its employee, the MPRB shall notify the employee of the conflict and advise the employee that he or she is entitled to select independent counsel pursuant to the procedures set forth in this article.

Where the employee believes that his or her position in the litigation is in conflict with that of the MPRB, the employee may request that he or she be represented by independent counsel. The employee shall make such request in writing and such request shall specify the facts upon which the employee relies in asserting the conflict. The MPRB shall have five (5) business days from the date it receives such request to grant or deny the request and notify the employee in writing of its decision. If denied, the MPRB shall state in such notice the factual and/or legal basis upon which the request is denied. If the request is not denied within the five (5) business day period, it shall be deemed granted.

If the MPRB timely denies the request for independent counsel, the employee may appeal the decision within five (5) business days of the date on which he or she receives the MPRB's decision by giving written notice of appeal to the MPRB. The appeal shall be heard by a neutral third person who possesses the knowledge and experience necessary to determine whether a conflict of interest exists and who has been mutually selected by the MPRB and the Federation. The Parties may present evidence and testimony before the decision maker. The hearing and review of the decision shall be governed by the Uniform Arbitration Act, *Minnesota Statutes* §572.01, et seq.

An employee entitled to independent counsel under this article may select counsel from among the attorneys on the list approved by the MPRB and the Federation. The Federation shall propose attorneys for the list subject to approval by the MPRB based on the MPRB's fee schedule. Such approval shall not unreasonably be withheld. Notwithstanding approval by the MPRB, no firm shall be entitled to be placed on the list until it has agreed to undertake representation in such matters at the standard hourly rate negotiated by and among the Federation, the MPRB, and all approved firms. The list of approved attorneys shall contain not less than three firms.

Section 20.2 - Assignment of Judgment for Costs. Each defendant represented by MPRB-paid counsel shall assign to the MPRB any judgment for costs or disbursements awarded in favor of such defendant.

Section 20.3 - Liability Insurance. The MPRB may, at its option, maintain a standard policy of liability insurance covering employees against the actions and claims referenced in Section 20.1 above. The MPRB shall pay all premiums for such coverage.

ARTICLE 21

FEDERATION BUSINESS / REPRESENTATION

Section 21.1 – New Officer Orientation. The President of the Federation, or his designee, shall be granted one (1) hour of regularly scheduled new Officer Orientation class time for the purpose of explaining the rights and obligations of employees under the *Public Employment Labor Relations Act of 1971*, as amended.

Section 21.2 – Park Representative. The Federation may designate an employee within the bargaining unit to serve as Federation Representative.

Section 21.3 - Holiday Donation for Federation Business. Employees shall be relieved from their regularly scheduled duties to engage in Federation activities in accordance with the terms of this section.

(1) **Federation Personnel.** The Federation President and/or any personnel he/she may designate to work exclusively on Federation business on a permanent basis (the "full-time personnel") will be assigned to the Human Resources Unit and shall continue as employees of the MPRB with all rights, benefits and obligations relating thereto. Members of the Federation Board of Directors or other Federation members (the "temporary personnel") shall, from time to time, be relieved from performing their regularly assigned work duties to allow them to engage in Federation business. In order to minimize the disruption to the MPRB which may be caused by the absence of an employee on leave to conduct Federation business, the Federation shall provide advance written notice to the MPRB as follows:

- (A) if the employee will be working exclusively on Federation business for more than six consecutive months (the "full-time personnel"), such notice shall be given as soon as practical but in no event less than sixty (60) calendar days prior to the commencement of the assignment to the Federation;
- (B) if the employee will be working exclusively on Federation business for more than one but less than six consecutive months, such notice shall be given as soon as practical but in no event less than thirty (30) calendar days prior to the commencement of the assignment to the Federation;
- (C) if the employee will be working on Federation business for all or part of less than thirty-one (31) consecutive days, such notice shall be given as soon as practical but in no event less than fifteen (15) calendar days prior to the posting of the schedule for the scheduling period in question.

Notwithstanding the foregoing, if the employee is seeking a leave from his/her regular work duties to work on Federation business of a nature for which neither

the Federation nor the employee could sufficiently plan in advance, the Federation shall give such notice as soon as is practical. However, the parties agree that the MPRB retains the right to limit such an unplanned leave to three (3) consecutive work days. For the purpose of the foregoing limitation, "work days" are days on which the affected employee was scheduled to work at his/her regular assignment. The Federation agrees that it will not seek a leave of absence of more than thirty-one (31) consecutive days for an employee to work exclusively on Federation business during the months of June, July and August. This limitation shall not apply to the "full-time personnel."

The Federation shall have the right and responsibility to direct the activities of personnel while such personnel are engaged in Federation business pursuant to this paragraph.

- (2) Donated Time Account. Once each year, one (1) day shall be donated to the Federation's Donated Time Account, on behalf of each member, pursuant to Article 10.7-d. The MPRB shall maintain an up-to-date and accurate system of accounting for the accumulation and use of donated time. Any discrepancies in accounting will be corrected promptly. Up to 40 hours of unused donated time may be carried over to the next fiscal year. Each payroll period, the Federation will contact the MPRB to report the hours worked during the payroll period by the full-time and temporary Federation personnel. The number of hours absent from duty and which are spent on Federation business will be debited from the donated time account, except that vacation days, sick days, and compensatory time used, shall not be debited from the donated time account.

ARTICLE 22 **NON-DISCRIMINATION**

In the application of this Agreement's terms and provisions, no bargaining unit employee shall be discriminated against in an unlawful manner as defined by applicable MPRB, State and/or Federal law or because of an employee's political affiliation or membership in the Federation.

ARTICLE 23 **SAVINGS CLAUSE**

Any provisions of this Agreement held to be contrary to law by a court of competent jurisdiction from which final judgment or decree no appeal has been taken within the time provided by law, shall be void. All other provisions shall continue in full force and effect.

ARTICLE 24 **LAYOFF AND RECALL FROM LAYOFF**

Section 24.1 - Layoffs and Bumping. Whenever it becomes necessary because of lack of funds or lack of work to reduce the number of employees in any rank, the Director of Park Safety shall immediately report such pending layoffs to the Superintendent 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. (a) *General Order of Layoff.* Layoffs shall be made in the following manner:

- (1) *Permit* employees shall be first laid off;
- (2) Temporary employees (those certified to temporary positions) shall next be laid off;
- (3) Persons appointed to permanent positions shall then be laid off. However, no sworn personnel shall be laid off so long as the Employer continues to employ any Park Agents or other non-sworn personnel with law enforcement authority; excluding any non-sworn personnel hired under special funding sources or paid out of non-police budget funds.

Subd. (b) *Layoff Based on Classification Seniority.* The employee first laid off shall be the employee who has the least amount of classification seniority in the rank 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.

Subd. (c) *Bumping.* Employees who are laid off shall have their names placed on a layoff list for their classification. Such employees who have at least two (2) years of Department seniority shall have the right to displace (*bump*) the employee of lesser Department seniority who was last certified to the next lower rank (including Park Agent) previously held permanently by the laid off employee. If the laid off employee cannot properly displace any employee in the next lower rank, such laid off employee shall have the right to displace (*bump*) the employee of lesser Department seniority who was the last certified to progressively lower ranks previously held permanently by the laid off employee and in which job performance was deemed by the Employer to be satisfactory. In all cases, however, the bumping employee must meet the current minimum qualifications of the claimed position and must be qualified to perform the required work.

Section 24.2 - Notice of Layoff. The Employer shall provide affected employees with at least thirty (30) calendar days' notice prior to the effective date of a layoff.

Section 24.3 - Recall from Layoff. An employee who has been laid off may be reemployed without examination in a vacant position of the same rank within three (3) years of the effective date of the layoff. Failure to receive an appointment within three (3) years will result in the

employee's name being removed from the layoff list. However, the eligibility of an employee on the layoff list shall be extended for a period of military service while laid off upon notice to the

Employer by the employee of such military service.

Section 24.4 – Demotion List. Notwithstanding any provision in the Civil Service Rules to the contrary, the Employer agrees that any employee in the rank of captain, sergeant or lieutenant who is demoted by reason of the elimination of positions in his/her rank, shall be placed on a demotion list. An employee placed on a demotion list shall remain on such list until he/she is returned to the rank from which he/she was demoted or he/she has refused an offer to return to such rank. When the Employer elects to fill a vacancy in the rank of captain, lieutenant or sergeant, it shall first fill the vacancy from an existing demotion list on a “last in, first out” basis and then, after no names remain on such demotion list, from the list established by the examination process.

Section 24.5 - Effect on Appointed Positions. Employees who hold a rank within the classified service but are serving in an unrepresented, appointed position cannot be displaced (*bumped*) within the meaning of this article by other bargaining unit employees during the time such employees hold their appointed positions. In the event such a person is removed from his/her appointed position he/she/ shall have the right to return to his/her last-held civil service rank. The return of such person shall not result in the removal (bumping) of another person in such rank. To the extent such removal causes there to be an excess above the authorized strength at such rank, the excess shall be reduced through attrition.

Section 24.6 - Exceptions.

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

ARTICLE 25
FUNERAL LEAVE

A leave of absence of five (5) working days shall be granted at the time of death of an employee's parent, stepparent, spouse, registered domestic partner within the meaning of Minneapolis Code of Ordinances Chapter 142, child, stepchild, brother, sister, stepbrother, or stepsister, father-in-law, mother-in-law, grandparent or grandchild, or members of employees' households. For purposes of this subdivision, the terms father-in-law and mother-in-law shall be construed to include the father and mother of an employee's domestic partner.

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

ARTICLE 26
MERGER OF THE PARK POLICE WITH MINNEAPOLIS POLICE

By _____
Joe McGinness Date
Federation Park Representative

APPENDIX A

Classifications and Rates of Pay 01/01/2012 through 12/31/2013 11:59.59 p.m.

Minneapolis Police Officers' Federation (CPO)

Effective: January 1, 2012 through December 31, 2013 11:59.59 p.m. (0% Adjustment to base wages, shift differential and longevity)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Officer - P	\$25.690	\$26.974	\$28.324	\$29.740	\$31.227	\$32.789
Police Sergeant - P	\$35.741	\$36.813	\$37.918			
Police Lieutenant - P	\$42.060	\$43.733	\$45.487			
Police Captain - P	\$46.856	\$48.256	\$49.705			

The following longevity rates shall be effective as of August 1, 2010:

\$0.19373	per hour additional at the beginning of the 8th year of service
\$0.27418	per hour additional at the beginning of the 9th year of service
\$0.35463	per hour additional at the beginning of the 9th year of service
\$0.43506	per hour additional at the beginning of the 11th year of service
\$0.51551	per hour additional at the beginning of the 12th year of service
\$1.57963	per hour additional at the beginning of the 13th year of service
\$1.66007	per hour additional at the beginning of the 14th year of service
\$1.74052	per hour additional at the beginning of the 15th year of service
\$2.23083	per hour additional at the beginning of the 16th year of service
\$2.31128	per hour additional at the beginning of the 17th year of service
\$2.39172	per hour additional at the beginning of the 18th year of service
\$2.47216	per hour additional at the beginning of the 19th year of service
\$2.55261	per hour additional at the beginning of the 20th year of service
\$3.20686	per hour additional at the beginning of the 21st year of service
\$3.28731	per hour additional at the beginning of the 22nd year of service
\$3.36776	per hour additional at the beginning of the 23rd year of service
\$3.44821	per hour additional at the beginning of the 24th year of service
\$3.52865	per hour additional at the beginning of the 25th year of service
\$3.85501	per hour additional at the beginning of the 26th year of service

Shift Differential

Employees in the Department who work a scheduled shift in which a majority of the work hours fall between the hours of 6:00 p.m. and 6:00 a.m., shall be paid a shift differential of one dollar and twenty-six point four cents (\$1.264) per hour for all hours worked on such shifts.

Credit for Time Served in Appointed Positions

When an employee returns to a position covered by this Agreement after serving in an appointed position in the Department, the time served in the appointed position shall count toward step progression within the covered rank.

APPENDIX B
Classifications and Rates of Pay 12/31/2013 11.59.59 p.m.

Minneapolis Police Officers' Federation (CPO)

Effective: December 31, 2013 11:59.59 p.m. (2% Adjustment to base wages, shift differential, and longevity)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Officer - P	\$26.204	\$27.513	\$28.890	\$30.335	\$31.852	\$33.445
Police Sergeant - P	\$36.456	\$37.549	\$38.676			
Police Lieutenant - P	\$42.901	\$44.608	\$46.397			
Police Captain - P	\$47.793	\$49.221	\$50.700			

The following longevity rates shall be effective as of August 1, 2010:

\$0.19761	per hour additional at the beginning of the 8th year of service
\$0.27966	per hour additional at the beginning of the 9th year of service
\$0.36172	per hour additional at the beginning of the 9th year of service
\$0.44376	per hour additional at the beginning of the 11th year of service
\$0.52582	per hour additional at the beginning of the 12th year of service
\$1.61122	per hour additional at the beginning of the 13th year of service
\$1.69327	per hour additional at the beginning of the 14th year of service
\$1.77533	per hour additional at the beginning of the 15th year of service
\$2.27645	per hour additional at the beginning of the 16th year of service
\$2.35751	per hour additional at the beginning of the 17th year of service
\$2.43955	per hour additional at the beginning of the 18th year of service
\$2.52160	per hour additional at the beginning of the 19th year of service
\$2.57662	per hour additional at the beginning of the 20th year of service
\$3.27100	per hour additional at the beginning of the 21st year of service
\$3.35310	per hour additional at the beginning of the 22nd year of service
\$3.43511	per hour additional at the beginning of the 23rd year of service
\$3.51717	per hour additional at the beginning of the 24th year of service
\$3.59922	per hour additional at the beginning of the 25th year of service
\$3.93211	per hour additional at the beginning of the 26th year of service

Shift Differential

Employees in the Department who work a scheduled shift in which a majority of the work hours fall between the hours of 6:00 p.m. and 6:00 a.m., shall be paid a shift differential of one dollar and twenty-six point four cents (\$1.290) per hour for all hours worked on such shifts.

Credit for Time Served in Appointed Positions

When an employee returns to a position covered by this Agreement after serving in an appointed position in the Department, the time served in the appointed position shall count toward step progression within the covered rank.

APPENDIX C

Classifications and Rates of Pay 01/01/2014 through 12/31/2014 11:59.59 p.m.

Minneapolis Police Officers' Federation (CPO)

Effective: January 1, 2014 through December 31, 2014 (wage re-opener)

APPENDIX D
Memorandum of Understanding – Health Insurance (2013)

**MINNEAPOLIS PARK AND RECREATION
BOARD**

AND

**THE POLICE OFFICERS' FEDERATION
OF MINNEAPOLIS**

**LETTER OF AGREEMENT
HEALTH CARE INSURANCE**

WHEREAS, the Minneapolis Park and Recreation Board (hereinafter “Employer”) and the Police Federation Of Minneapolis, Police 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 Agreements as it relates to the funding of Health Care beginning in 2013 and

WHEREAS, the City of Minneapolis (hereinafter “City”) administers the benefits for the employer and

WHEREAS, the Parties participate in a joint Benefits Labor Management Committee with the City and

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows for the period January 1, 2013 through December 31, 2013:

1. The City will offer a medical plan through Medica Insurance Company (“Medica”). Employees can elect to enroll in one of three provider networks. Medica Elect and Medica Essential are managed care models and Medica Choice is an open access model.
2. Effective January 1, 2013, the monthly premium for family medical coverage will equal 2.8 times the premium for single medical coverage.
3. Effective January 1, 2013, Medica will establish a dual medical premium system that will provide wellness program incentives. The monthly medical premiums for subscribers who complete the required wellness program by August 31 of the preceding year (the “completer premiums”) will be lower than the premiums for subscribers who do not complete the required wellness program (the “non-completer premiums”). The required wellness program will consist of the following components of the My Health Rewards by MedicaSM program: health assessment, eight health topics and goals and the completion of two phone calls with a Medica health coach, if the employee received an invitation to health coaching.
4. Monthly employee medical contributions for 2013 will be determined as follows:

- a. For employees who complete the required wellness program by August 31 of the preceding calendar year and who enroll in the Medica Elect or the Medica Essential network, monthly medical plan contributions will increase over monthly medical plan contributions in effect for the previous calendar year by a percentage equal to one-half of the overall medical premium increase percentage.
- b. For employees who complete the required wellness program by August 31 of the preceding calendar year and who enroll in the Medica Choice network effective, monthly medical plan contributions will increase over monthly medical plan contributions in effect for the previous calendar year by a percentage equal to the overall medical premium increase percentage.
- c. For employees who do not complete the required wellness program by August 31 of the preceding calendar year, monthly medical plan contributions will equal the difference between the non-completer premiums, as determined by Medica, and the Employer's contributions towards the premiums for employees who complete the required wellness program. However, such difference in the employee portion of the premium payable by non-completers relative to completers shall not exceed \$30 per month for single coverage or \$100 per month for family coverage.
- d. Upon becoming eligible for health insurance coverage, newly hired employees shall initially pay the same employee contribution toward monthly premium as is payable by employees who completed the wellness program requirements. If the newly hired employee completes the wellness program requirements within 60 days of becoming eligible for health insurance coverage, the employee will continue to pay the employee portion payable by "completers" for the remainder of the year in which the employee was hired and for the following plan year. Thereafter, the employee must satisfy the wellness program requirements applicable with regard to subsequent plan years. If the newly hired employee does not complete the wellness program requirements within 60 calendar days of the commencement of his/her coverage, the employee's portion of the monthly premium will increase to the "non-completer" amount as of the first of the month following the 60-day deadline and shall remain at that level for the remainder of the year in which he/she was hired and until the beginning of a subsequent plan year for which the employee did satisfy the wellness program requirements applicable to such subsequent plan year.
- e. The following shall apply to employees who become newly eligible for health insurance coverage on or after July 1, 2012:
 - Upon becoming eligible for health insurance coverage, newly enrolled employees shall initially pay the same employee contribution toward monthly premium as is payable by employees who complete the wellness program requirements. These contribution amounts shall remain in effect for the remainder of the calendar year. After 2012, new employees shall be treated in the following manner:
 - Newly enrolled employees who are benefit eligible on or before July 1st of a calendar year and who complete the wellness program requirements by August 31st, will continue to pay lower "completer" rates the subsequent calendar year;
 - Newly enrolled employees who are benefit eligible on or before July 1st of a calendar year and who do not complete the wellness requirements by August 31st, will pay the "non-completer" rates the subsequent year;

- Newly enrolled employees who are benefit eligible after July 1st, of a calendar year will pay the "completer" rates the subsequent calendar year.
5. The City will continue the Health Reimbursement Arrangement ("the Plan") which was established January 1, 2004 to provide reimbursement of eligible health expenses for participating employees, their spouse and other eligible dependents; and the Voluntary Employees' Beneficiary Association Trust (the "Trust") through which the Plan is funded.
 6. The Plan shall be administered by the City or, at the City's discretion, a third party administrator.
 7. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the employer or, at the City's discretion, from a third party administrator in accordance with the conditions contained in the Plan. Representatives of the employer and up to three representatives selected by the Minneapolis Board of Business Agents shall constitute the VEBA Investment Committee which shall meet not less than annually to review the assets and investment options for the Trust.
 8. The Employer shall pay administration fees for Plan members who are current employees and other expenses pursuant to the terms of the Plan. Plan members who have separated from service will be charged an administration fee of \$1.50 per month beginning the January 1st of the calendar year following the year in which they experience a one year break in service.
 9. The Employer contribution to the HRA/VEBA will be \$90.00 a month for employees who elect single coverage and \$190.00 a month for employees who elect family coverage. Such employer contribution shall be made in monthly installments equal to one-twelfth (1/12) of the designated amount and shall be considered to be contract value in the designated amount.

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

10. The Parties agree that, except for employer 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. The unions shall continue to be involved with the selection of and negotiations with the medical plan carrier.
12. This agreement does not provide the unions with veto power over the City's decisions.
13. This agreement does not negate the City's obligation to negotiate with the unions as described by Minn. Stat. § 471.6161, Subd. 5.
14. The terms of this agreement shall be incorporated into the Collective Bargaining Agreement as appropriate without additional negotiations.

APPENDIX E
Memorandum of Understanding – Health Insurance (2014)

**MINNEAPOLIS PARK AND RECREATION
BOARD**

AND

**THE POLICE OFFICERS' FEDERATION
OF MINNEAPOLIS**

**LETTER OF AGREEMENT
HEALTH CARE INSURANCE**

WHEREAS, the Minneapolis Park and Recreation Board (hereinafter “Employer”) and the Police Federation Of Minneapolis, Police 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, 2014 and

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

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

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

18. For the period January 1, 2014 through December 31, 2014, the MPRB will pay \$507.06 per month for employees who elect single coverage under the medical plan.
19. For the period January 1, 2014 through December 31, 2014, the MPRB will pay \$1,369.07 per month for employees who elect family coverage under the medical plan.

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

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

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

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

25. Future employee contributions for medical plan and/or Plan contributions will be determined by the Benefits Sub-committee of the Citywide Labor Management Committee; however, absent a subsequent agreement, the Board 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.

