MINNEAPOLIS PARK AND RECREATION BOARD

and

AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 5, LOCAL UNION NO. 3279, AFL-CIO

LABOR AGREEMENT

For the Period:
January 1, 2025 through December 31, 2027

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LABOR AGREEMENT
between
MNNEAPOLIS PARK AND RECREATION BOARD
and
AMERICAN FEDERATION OF STATE COUNTY MUNICIPAL EMPLOYEES COUNCIL 5, LOCAL UNION 3279

This Agreement, hereinafter referred to as the "Labor Agreement" or the "Agreement" is made and has been entered into effective January l, 2025, by and between the Minneapolis Park and Recreation Board, hereinafter referred to as the "Board" and the AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 5, LOCAL UNION NO. 3279, AFL-CIO hereinafter referred to as the “Union."
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, in order to facilitate the ability of the parties to concentrate their energies on serving the public. The Parties hereto agree as follows:

ARTICLE 1
RECOGNITION

Section 1.01 Recognition
The Board recognizes the Union as the sole and exclusive certified collective bargaining representative of all employees whose job classifications are set forth in Appendix A of this agreement and all employees employed as Coordinators and Specialists by the Minneapolis Park and Recreation Board, Minneapolis, Minnesota who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.

Section 1.02 Amendment to Certified Unit
Disputes which arise between the Board and the Union over the inclusion or exclusion of any job classifications may be referred by either party to the Commissioner, Bureau of Mediation Services, State of Minnesota, for determination in accordance with applicable statutory provisions. Determination by the Commissioner shall be subject to such review and determination as is provided by stature and such rules and regulations as are promulgated thereunder In the event the Board has established a new job classification which is added to the bargaining unit by agreement between the Parties or by determination of the Commissioner, Bureau of Mediation Services, State of Minnesota, the Parties agree to negotiate with one another concerning wages and other terms and conditions of employment as may be applicable to the position and which are not covered by this agreement.

ARTICLE 2
PELRA, CIVIL SERVICE RULES AND APPLICABLE LAWS

The Board and the Union agree that they will actively abide by, for the term of this Agreement, the existing Rules of the Minneapolis Civil Service Commission relating to the subjects of appointment, classification, disability leave, discipline, discharge, bereavement leave, jury duty, layoff, transfer, probationary period, promotion, resignation, seniority, sick leave, holiday leave and vacation unless otherwise addressed

herein. The Board and the Union will meet and confer about proposed changes to the Civil Service rules that may be considered during the term of this agreement and will provide the results of those discussions to the Civil Service Commission for its consideration.

ARTICLE 3
UNION SECURITY

Section 3.01 Union Dues Payroll Deduction
In recognition of the Union as the exclusive representative, the Board shall deduct the payment of the regular monthly Union membership dues uniformly established by the Union from the wages of all employees who have authorized such deduction. The Union shall certify to the Board the current amount of regular monthly membership dues. Deductions shall be cancelled by the Board if the member becomes a permanently certified employee in a classification title that is not represented by this bargaining unit.

Section 3.02 National AFSCME P.E.O.P.L.E. Deductions
The Board shall deduct a specified amount from the wages of all employees who have authorized such deduction for voluntary contributions to the National AFSCME P.E.O.P.L.E. Committee. Amounts deducted shall be combined with the regular monthly dues deduction and shall be transmitted to the Union in accordance with Section 3.04 of this article. This deduction may be changed at any time throughout the year.

Section 3.03 Remittance
The Board shall remit membership dues deductions at least monthly with a report showing the employee name, work location, job title, compensated hours, amount of dues collected from each employee, and separations with effective dates.

Section 3.04 Indemnity
The Union agrees to indemnify, defend and hold the Board, its officers, agents and employees harmless against any and all claims, suits, orders or judgments brought or issued against the Board, its officers, agents and employees as a result of any action taken or not taken in compliance with the specific provisions of this section or which are taken or not taken at the request of the Union.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.01 Right to Operate and Direct
It is recognized that except as expressly stated herein, the Board shall retain all rights and authority necessary for it to operate and direct the affairs of the Board in all its various aspects, including but not limited to: the right to direct the working forces; to plan, direct, and control all the operations and services of the Board; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to evaluate employees' performance; to assign and schedule working hours; to determine whether goods and services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees for legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment, or facilities.

Section 4.02 Matters Not Covered By Agreement
The Board retains the full and unrestricted right to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE 5
UNION RIGHTS

Section 5.01 Reports, Facility Use, Non-Discrimination and New Employee Notification

Subd (a) Quarterly Report - The Board shall provide to the Union a quarterly report which includes the employee's classification, Union code, employment status, mailing address of record, current rate of pay and date of employment/transfer/separation from employment). Nothing herein shall be construed as a limitation upon the Board's managerial rights as set forth in this Agreement.

Subd (b) Use of Park Board Facilities - The Union may use the Board's facilities for Union business with prior approval of the Board.

Subd (c) No Union Discrimination - There shall be no discrimination or coercion against any employee because of Union Membership status. The Union shall, in its responsibility as exclusive representative of the employees, represent all employees without discrimination, interference, restraint, or coercion.

Subd (d) New Employee Notification - The Board shall notify the Local President and Field Rep of new employees hired in the bargaining unit in accordance with PELRA. The Union reserves the right to meet with new employee for up to 30 minutes, on work time, within 60 days of hire.

Section 5.02 Time Off for Union Business
Subd (a) Stewards - The Union may designate up to five (5) bargaining unit members to act as stewards. The Union shall inform the Board in writing of those chosen as stewards and officers. With approval of the immediate supervisor, Stewards shall be granted reasonable time off during normal working hours for the purpose of investigating and/or presenting a grievance to the Board and/or representing an employee in disciplinary proceedings. Stewards shall notify their designated supervisor prior to leaving their work area and upon returning to work.

Subd (b) Members – Members of the Union may be allowed reasonable time off without pay (vacation or compensatory time may be used) with prior approval of their immediate supervisor for the purpose of attending Union functions, such as Union conventions and workshops, when such time away from their normal duties will not unduly interfere with the operation of their respective departments.

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

Subd (d) Paid Time - Employees selected by the Council or Local Union to participate in negotiations, labor management committees, and/or meet and confer sessions with the Board, which takes them away from their employment with the Board shall be considered to be on paid time provided such meetings occur during the employee's regularly scheduled hours of work. No overtime obligation shall accrue to the Board related to the employee's participation in such activities. The Council or Local Union shall notify the Board as far in advance as possible of an employee's participation and the employee shall secure the approval of their supervisor. The Union will have a maximum of five employees participating in negotiations or other committees, and all employees selected by the union to participate will be identified to the Board in advance of their participation. The approval of the supervisor shall not be withheld without legitimate business reasons. Chronic staffing shortages in and of themselves do not constitute a legitimate business reason for purposes of this section. Any disputes related to the withholding of approval shall be resolved by the Assistant Superintendent of Recreation but shall not be subject to the grievance procedure contained in this Agreement.

Section 5.03 Bulletin Boards
The Board shall provide for the Union's use reasonable, clearly defined space on designated bulletin boards, and/or designate worksite locations where the Union may place a bulletin board for its exclusive use. The Union may use bulletin boards for the purposes of posting notices/informational/event items that relate to the business and activities of the Local, Council and National/International Unions. The Union shall exercise appropriate discretion to ensure that items derogatory in nature are not posted. The Union is responsible for keeping boards current.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 6.01 General Provisions
This grievance procedure has been established to resolve any specific dispute arising between the employee(s) covered by the Agreement and the Board concerning, and limited to, the proper interpretation or application of the express terms and provisions of this Agreement. Such a dispute shall hereinafter be referred to as a *grievance* which shall be resolved in accordance with the provisions of this article. The Parties agree that this procedure is the sole and exclusive means of resolving all grievances arising under this Agreement. Grievances shall be resolved in the following manner:

Section 6.02 Representation
An employee presenting a grievance may elect to be represented by a Union representative of the employee's choice at any step of this procedure.

Section 6.03 Grievance Process
Subd (a) Grievance Steps - A grievance shall be resolved in the following manner:

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

Step 2: If the Union wishes to file a formal grievance, the Union representative shall file a written grievance with the employee's Department Head or his/her designee. If the grievance is directly with the Department Head then the grievance will automatically advance to Step 3. In the event a Division Head

is holding both the Department Head and the Division Head roles, the Division Head will have a designee handle step 3. The grievance must be filed within twenty-one (21) business days of the event which gave rise to the grievance or within twenty-one (21) business days of the time the employee or Union reasonably should have had knowledge of the occurrence of the event, whichever is later. The employee's Department Head or their designee and the representatives of the Union shall meet within fourteen (14) business days of the date the Union filed its Step 2 notice in an attempt to resolve the grievance. With written agreement from both parties, the timelines for setting meetings and receiving a response may be extended.

Step 3: If the grievance is not resolved in Step 2 and the Union wishes to continue the grievance, the Union shall, within fourteen (14) business days after receipt of the Step 2 written response, present the written grievance and reply to the Division Head their designee who shall consider the grievance and shall meet with representatives of the Union within fourteen (14) business days. The Division Head's written answer shall be given within fourteen (14) business days after the meeting. With written agreement from both parties, the timelines for setting meetings and receiving a response may be extended.

Step 4: If the grievance is not resolved in Step 3 and the Union wishes to continue the grievance, the Union shall, within fourteen (14) business days after receipt of the Step 3 written response, present the written grievance and reply to the Superintendent or their designee who shall consider the grievance and shall meet with representatives of the Union within fourteen (14) business days. The Superintendent's written answer shall be given within fourteen (14) business days after the meeting. With written agreement from both parties, the timelines for setting meetings and receiving a response may be extended.

Step 5: If the grievance is not resolved in Step 4, and the Union wishes to continue the grievance, the Union shall, within fourteen (14) business days after the receipt of the Step 4 response, submit the grievance to mediation through the Bureau of Mediation Services. If both parties agree that the grievance is unlikely to be resolved in mediation, this step may be skipped, and the grievance presented to an arbitrator (Step 6).

Step 6: If a grievance is not resolved in Step 5 and the Union wishes to continue the grievance, the Union may within sixty (60) business days after receipt of the answer of the Superintendent or this person's designee, refer the written grievance to arbitration. The arbitrator shall have no right to amend, modify, nullify, ignore, add or to subtract from the provision of this Agreement. The arbitrator shall be limited to only the specific written grievance submitted by the Board and the Union and shall have no authority to make a decision on any issue not so submitted. The decision shall be based solely up to the arbitrator's interpretation of the meaning or application of the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 6.04 Payment of Fees
The fee and expenses of the mediator or arbitrator shall be divided equally between the Board and the Union; provided, however, that each party shall be responsible for compensating its own representative and witnesses.

Section 6.05 Exclusive Remedy
The Board and the Union agree that the grievance and arbitration procedures contained in this Agreement are the sole and exclusive means of resolving all grievances arising under this Agreement. However, at any stage of the proceeding, representatives of the Board and Union may meet and resolve the grievance without further formal action. When an employee has elected to pursue a remedy by state statute or Minneapolis City Charter for alleged conduct which may also be a violation of this Agreement, the employee shall not have simultaneous nor subsequent resort to this grievance procedure and any grievance then or thereafter processed on the same subject matter shall be barred and not arbitrable. The filing of a

grievance shall bar the Union from bringing any action based on the same issue or subject matter in any court or administrative body pursuant to federal or state law, or Minneapolis City Charter provision, except for appeals of the arbitration decision under Minnesota Statutes Section 572.01, et. seq. Nothing herein shall be construed to constitute a waiver by the Board from asserting that any action brought in a court of administrative body by an employee covered by this Agreement is barred by the provisions of this Article 6. Nor shall the filing of a grievance under this labor agreement prevent an employee from pursuing both the grievance and a charge of discrimination brought under Title VII of Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

Section 6.06 Time Limits: Extension
The time limits established in this Article may be extended by mutual written consent of the Board, the employee, and the Union.

Section 6.07 Time Limits: Violation If the grievance is not timely pursued, within the prescribed time limits, said grievance shall be considered resolved on the basis of the last answer provided, and there shall be not further appeal or review. Should the Board not respond within the prescribed time limits, the grievance will proceed to the next step.

Section 6.08 Probationary Employees
Employees not certified while serving an initial probationary period shall have the right to appeal only through Step 1 (Department Head) of the Grievance procedure, except for a grievance alleging discrimination or an error in salary and/or benefits due. If the grievance is with the Department Head, then the appeal goes to the Division Head.

ARTICLE 7
LABOR/MANAGEMENT COMMITTEE

There shall be established a joint committee of labor and management representatives. This Committee shall be composed of not less than two representatives of the Union and not less than two representatives of the Board. There shall be co-chairs, one designated by the Union and one by the Board. This Committee shall meet at least quarterly or more, if mutually deemed necessary by both parties to consider non-contractual issues of mutual interest of both parties. Union representatives selected by the bargaining unit shall be granted time off with pay to attend meetings of this Committee.

ARTICLE 8
EMPLOYEE IMPROVEMENT AND DISCIPLNE

Section 8.01 Just Cause
With regard to an employee who has satisfactorily completed the initial probationary period, disciplinary action may be imposed only for just cause.

Section 8.02 Notice To Employee
Employees disciplined by written reprimand shall receive a copy of the written reprimand. When the Board suspends or discharges a permanent employee, it shall notify the employee in writing of the reasons for such action, with a copy to the Union.

Section 8.03 Right To Union Representative
An employee shall be entitled to have a Union Representative present at a pre-determination meeting or investigative meeting which the employee is the subject of the investigation which shall be conducted by the Board for the purpose of formally presenting the employee with allegations which may result in discipline and allowing the employee to respond to such allegations. Before commencing a pre-determination meeting or investigative meeting which the employee is the subject of the investigation, the Board shall advise the employee of his/her right to union representation, however, it shall be the obligation of the employee to arrange for such representation.

Section 8.04 Records
A written record of all disciplinary actions, excluding verbal, shall be provided to the involved employee. The record shall include the specific reason(s) relied upon and/or which have been used to form the basis for the disciplinary action imposed. Investigation into conduct which does not result in disciplinary action shall not be entered into the employee's personnel record. Copies of all notices of disciplinary suspensions, demotions, or discharges involving bargaining unit employees shall be promptly provided to the Union. Written reprimands shall not be relied upon to form the basis for further disciplinary action after three years following the date of the disciplinary action.

Section 8.05 Discipline
Discipline shall be progressive, taking into account the severity of the infraction. Progressive measures of discipline are as follows: Verbal Warning, Written Reprimand, Suspension, Demotion and Discharge.

ARTICLE 9
SUPPLEMENTS TO PERSONNEL FILES

An employee shall have the right to submit a written position statement to be included in his/her personnel file in response to information placed in the file by the Board. The terms and conditions of such submission by an employee shall be governed by Minnesota Statutes Section 181.962, except that the Board shall also accept a submission in situations where there is no factual dispute, but the employee wants to document mitigating factors relating to the matter.

ARTICLE 10
WAGES AND PAYROLLS

Section 10.01 Classifications, Rates of Pay and Pay Progressions
All positions covered by this Agreement shall be classified by the Board and such classifications along with the minimum, maximum and intervening salary rates for each such classification shall be set out in Exhibit A to this Agreement. Upon the successful completion of twelve months of service (2080 hours of work), employees shall be eligible to be considered for advancement to the next higher step within the pay range for their classification, except as otherwise noted in Exhibit A within this contract. Such step increases may be withheld or delayed in cases where the employee's job performance has been of a less than satisfactory level. Annual performance evaluations will be conducted in a timely manner so employees who receive satisfactory evaluations will receive their scheduled step increases on their anniversary dates. If an employee's performance evaluation is not performed in a timely manner, then the employee's step increase following a satisfactory performance evaluation shall be retroactive to the employee's anniversary date.

Section 10.02 Payroll Periods
All payrolls shall be calculated on a biweekly basis.

Section 10.03 Benefits Calculations and Accruals
For purposes of benefit plan administration, all compensated hours (exclusive of workers' compensation, unemployment compensation or similar insured compensation payments) shall be considered hours worked for all benefit accruals provided for by this Agreement. Benefit accruals shall be based upon a proportionate number of straight time compensated hours only.

Section 10.04 Higher Level Position Pay
An employee who performs the duties of a higher level position while that position is vacant for more than thirty (30) days, shall be paid the salary of the higher level retroactive to the date the employee first began performing the duties of the higher level position.

Section 10.05 Monthly Mileage Reimbursement Rate
Effective June l, 2015 actual mileage driven will be paid at the Internal Revenue Service (IRS) Standard Mileage Rate.

Section 10.06 Cell Phone Reimbursement
Employees who are issued Board-owned cell phones for work-related use may not use their personal cell phones for work-related use and may not seek reimbursement for any use of their personal cell phones under this section.

Section 10.07 Special Assignments
An employee certified as a CPR Instructor, when directed by management to provide CPR Training to employees, shall be paid an additional $1.00 per hour when conducting the training.

Section 10.08 Salary Rates. Progression, Advances and Transfers
Salary rates shall be as listed in Exhibit A.

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

ARTICLE 11
HOURS OF WORK

Section 11.01 Normal Work Week
The normal work week for all full-time employees covered by this Agreement shall consist of a minimum of forty (40) hours within each seven (7) calendar day period Sunday through Saturday. Employees may be required to work a reasonable number of hours in excess of forty (40) hours per week. The provisions of this section are intended to define the work week for payroll calculation purposes only. Nothing in this section or article shall be construed as a guarantee of hours of work per work week which are available to employees, nor shall any provision herein be construed as a limitation upon the Board's ability to schedule its employees consistent with its legitimate needs.

Section 11.02 Work Schedules
Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Board. Where work schedules are routinely subject to change at the Board's sole discretion, work schedules showing the regular shifts, days and hours of involved employees shall normally be prepared and posted at least fourteen (14) calendar days in advance of their effective date. Such work schedules, once posted, may be modified when necessitated by unscheduled employee absences, unscheduled changes in workload, emergency conditions, or other circumstances consistent with the legitimate needs of the Board. Any employee whose scheduled day(s) off or pre-approved vacation time are cancelled by the Board due to any of the afore-mentioned events shall be reimbursed for the amount of non-reimbursable out-of-pocket expenses the employee has incurred in planning the scheduled day(s) off or vacation. Such expenses shall include, but are not necessarily limited to: airfare, hotel expenses, car rental fees, and tickets to sporting or theater events. All expenses must have been incurred before the date of the afore-mentioned events and employees will be required to provide receipts relating to any expenses.

Section 11.03 Meal Breaks
All full-time employees shall be entitled to an unpaid, duty-free meal break, not to exceed one hour per work day.

Section 11.04 Rest Breaks
All employees shall be entitled to a paid, duty-free rest break of fifteen (15) minutes during each four (4) hour work period.

Section 11.05 Compensatory Time
Subd (a) Purpose The parties recognize that the members of the bargaining unit are supervisory employees and, as such, will frequently have professional responsibilities that will require them to work a number of hours in a day or days in a week which are more than the traditional work periods for employees who are considered non-exempt under the federal Fair Labor Standards Act. Because public employees are accountable to the public for time spent working and, therefore, cannot enjoy the same flexibility in scheduling their work that is enjoyed by salaried employees in the private sector, it is appropriate to have a system to document occasional absences from work that reasonably off-set long hours or extra days.

Subd (b) Accrual of Compensatory Time - An employee becomes eligible to earn compensatory time when they work more than forty (40) hours per week. Compensatory time shall be granted for such hours only where such hours were worked for purposes consistent with departmental policy and where the employee obtained the prior approval of their supervisor. When compensatory time is granted, exempt employees shall receive one hour of compensatory time for each hour so worked, and non-exempt employees shall receive one and one half (1 ½) hours of compensatory time for each hour so worked.

Subd (c) Maximum Accrual - Accrued compensatory time earned by an employee shall be credited to a compensatory time bank. The maximum allowable balance in the compensatory time bank for an exempt employee is twenty-four (24) hours. A non-exempt employee may accrue up to forty-eight (48) hours of compensatory time with pre-approval of their immediate supervisor. No compensatory time shall be earned or accrued to the extent that it would cause the employee's compensatory bank to exceed twenty-four (24) hours for an exempt employee except when approved by the appropriate Department Head or forty-eight (48) hours for a non-exempt employee, and no compensation shall be payable by the Board for such excess hours. An exempt employee shall be allowed to carry an additional eight (8) hours in the employee's compensatory time bank beyond the twenty-four (24) hour maximum, provided those eight (8) hours are earned while the employee is working one of the holiday defined in this Labor Agreement.

Subd (d) Liquidation of Compensatory Time - Compensatory time off shall be scheduled and approved in advance. Employees and their supervisors shall diligently work together to schedule compensatory

time off so that employees may make maximum use of their accrued compensatory time without unreasonably disrupting the business of the Board. Assistant Managers of Golf Course must reduce their compensatory time bank to zero by the end of the last payroll period in December of the year in which the compensatory time is earned.

Subd (e) No Duplication - Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

Subd (f) No Severability - The terms and conditions of this compensatory time system are the product of collective bargaining and reflect compromises by both parties. If any portion of this Section 11.5 is ruled to be illegal or unenforceable, this entire section shall be null and void and there shall be no compensatory time system unless and until the Parties subsequently agree in writing. If this Section 11.5 is rendered null and void, either party may request that the parties meet and negotiate regarding compensatory time and such negotiations shall commence as soon as is practical.

Section 11.06 Compensation for Off-Duty Alarm Response
A non-exempt employee required to answer an alarm during the employee's off-duty hours shall be paid a minimum of three (3) hours straight time cash compensation and an exempt employee will be provided up to three (3) hours of flexible time to be used in the current or subsequent pay periods. If an employee is not required to travel and handles the alarm by phone or electronically, then the employee shall be paid or granted flexible time for the amount of time spent in handling the alarm, unless the amount of time required to handle the alarm is less than one hour, in which event the employee shall receive pay for one (1) hour. Such off-duty alarm compensation will require the approval of the employee's immediate supervisor, whose approval shall not be unreasonably withheld. If more than two (2) alarm calls occur within a calendar year from the same employee under the same supervisor, compensation will not be granted.

Section 11.07 Call Back To Work
If a non-exempt employee is called back to work after their shift has ended or on a scheduled day off, that employee will be paid a minimum of four (4) hours straight time cash compensation or for their actual hours worked, whichever is greater. An exempt employee will be provided a minimum of four (4) hours flexible time or actual hours worked, whichever is greater, to be used the current or subsequent pay periods.

Section 11.08 Building Closure
When a building closes due to inclement weather and non-exempt employees cannot be relocated to another work site, those non-exempt employees will be paid for their scheduled shift for the day of closure.

ARTICLE 12
VACATION

Section 12.01 Purpose
The purpose of Article 12 is to provide an article on how employees may use vacation leave.

Section 12.02 Vacation
Employees are entitled to leave with full pay for vacation purposes in accordance with the provisions of this rule. Vacation leaves are to be scheduled in advance and taken at such reasonable time as approved by the department with particular regard to the needs of the department, seniority of employee, and, insofar as practicable, with regard to the wishes of the employee.

Section 12.03 Qualification for Receiving Vacation
Vacation with full pay will be granted to permanent employees in accordance with the guidelines below:

Subd (a) Full-time permanent employees will be credited one year toward vacation increments for each year of continuous service worked.

Subd (b) Part-time permanent employees will be credited one year toward vacation increments for each year that they worked at least half-time or more.

Subd (c) Seasonal permanent employees will be credited one year toward vacation increments for each season that they worked at least two months or three hundred forty-eight hours.

Subd (d) Changes in status - Permanent employees, who change status between full-time, part-time or seasonal work without a break in service that they earned toward vacation increments in their previous status. A change in status will under no circumstance result in an increase in the number of years of continuous service.

Subd (e) Other Guidelines:

1. Applicable laws, rules and policies shall determine credit toward years of service for time on authorized leave of absence without pay.

2. An employee who suffers a work-related injury and who returns to work will be credited for the time served on total disability or duty disability pension as the result of injury for the purpose of determining the amount of vacation to which they are entitled each year thereafter in accordance with the provisions in Section 17.06.

Section 12.04 Military Service
Employees returning from military leave will be entitled to accrue vacation as required by law.

Section 12.05 Vacation Allowance, Calculation and Use of Vacation
The following guidelines for the allowance and calculation of vacation will be observed:

Subd (a) Vacation Allowance: Vacation entitlement for eligible employees will be the number of days of leave from work with pay as normally accrued in consecutive periods as described below:

Vacation with full pay at a rate not exceeding twelve working days each year for the first four (4) years of employment.

Vacation with full pay at a rate not exceeding fifteen working days each year beginning with the 5th year of employment.

Vacation with full pay at a rate not exceeding sixteen working days each year beginning with the 8th year of employment.

Vacation with full pay at a rate not exceeding eighteen working days each year beginning with the 10th year of employment.

Vacation with full pay at a rate not exceeding twenty-one working days each year beginning with the 16th year of employment.

Vacation with full pay at a rate not exceeding twenty-two working days each year beginning with the 18th year of employment.

Vacation with full pay at a rate not exceeding twenty-six working days each year beginning with the 21st year of employment.

A department head shall have the authority to grant up to sixteen years of prior service credit at the time of hire for the sole purpose of determining vacation accrual rate. Prior service credit must be public or private sector experience directly related to the position for which the employee is hired and must be verified by the Human Resources Department. The MPRB agrees to include language in job postings that vacation accrual is negotiable**.**

Subd (b) Vacation Calculation: All vacation will be calculated on a direct proportion basis for all hours of credited work other than over-time and without regard to the calendar year. Effective January 1, 2003, such leave may be cumulative up to an including fifty days. Leave in excess of the limits described above will not be recorded and will be considered lost.

Subd (c) Vacation Usage: The stipulations concerning vacation leaves listed below will be observed:

1. Only employees with accrued vacation shall be granted vacation leave

2. Vacation will begin on the first working day absent from duty.

3. When said vacation leave includes a holiday, said holiday will not be considered as one of the vacation days.

Section 12.06 Vacation Accrual
Employees certified to a permanent position prior to January 1, 1973 will be allowed to accrue a negative balance in their vacation account. This amount is not to exceed the anticipated vacation earnings in the immediate succeeding twelve-month period. The anniversary date for increased vacation allowance will be January 1 of any year in which the calculation is changed. Employees hired subsequent to January 1, 1973 will be authorized to utilize only vacation accrued to the date of their return from vacation leave. Furthermore, the anniversary date for purposes of increased vacation leave will be the beginning of the pay period in which they complete the appropriate number of work years. Employees who separate from the service shall refund vacation used in excess of accrual at the time of separation, if any.

Section 12.07 Vacation Payment
The following vacation payment guidelines must be observed:

Subd (a) The rate of pay for the vacation leave will be the rate of pay employees would receive had they been working at the position to which they have been permanently certified, except as provided in **Subd (b)**

Subd (b) Employees on detail for a period of less than six months 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 six months immediately prior to vacation will be paid upon the basis of the position to which they have been detailed.

Section 12.08 Reinstatement and Transfer Affecting Vacation

Subd (a) Reinstatement: An employee who is or has been reinstated following separation pursuant to the Reinstatement Rule, or who is or has been re-employed through examination and certification within two years following separation will, after five consecutive years of service following such reinstatement or new certification, receive credit for prior service for vacation benefits upon request by the employee. No such credit will be applied to an employee reinstated or re-employed for the second or subsequent time.

Subd (b) Transfer: A transferred employee's vacation time will be governed as follows:
An employee who has been transferred will retain vacation privileges acquired in the department from which the transfer has been made. When an employee transfers from one department to another, the accrued vacation will transfer with the employee and become the responsibility of the accepting department unless other specific arrangements are made at the time of such transfer.

ARTICLE 13
SICK LEAVE

Section 13.01
The purpose of Article 13 is to provide rules on Sick Leave, including rules on how employees may use sick leave for their own use and for their Family Member. Sick Leave will be granted and administered in accordance with the provisions of this article.

Section 13.02 Accrual and Use
Employees shall accrue sick leave at a rate of one day per month not to exceed 12 days per calendar year. Employees are entitled to use accrued sick leave for the employee's illness, the illness of a Family Member, or for safety leave. Other factors defining sick leave are as follows:

Ocular and Dental: Necessary ocular and dental care of the employee is recognized as a proper cause for granting sick leave.

Chemical Dependency: Treatment for alcoholism and drug addiction is recognized as proper cause for granting sick leave and is contingent on two conditions:
1. The employee undergoes a prescribed period of hospitalization or institutionalization.
2. The employee, during or following the above care, participates in a planned program of treatment and rehabilitation approved by the Human Resources Director or designee in consultation with the City's health care provider.

Safety Leave: An employee may use accrued sick leave for safety leave for such reasonable periods of time as may be necessary, in accordance with Minnesota Statute 181.9413.

Care and Treatment: Necessary care and treatment by a health care professional is recognized as proper cause for granting sick leave.

Family Member: Accrued sick leave may be used to care for an employee's Family Member pursuant to the same provisions covering the employee's own sick leave usage.

Section 13.03 Illness Defined
The word "illness" means a temporary physical impairment, bodily disease or injury or mental affliction, whether or not a precise diagnosis is possible, when such impairment, disease, injury or mental affliction is impairing or requires care and treatment.

Section 13.04 Use of Accrued Sick Leave
General Rules

1. Departments may not grant sick leave to an employee who does not have accrued sick leave and may not grant sick leave to an employee whose accrued sick leave balance is zero or negative.

2. Sick leave may be denied if an employee does not follow their Department's notice and call-in procedures for requesting sick leave.

3. No sick leave will be granted to an employee who is not scheduled to work or who, for reason other than illness, is not available for scheduled work.

4. Employees separating from service will, at the time of separation, be required to refund the Board for sick leave used in excess of their accrued sick leave in accordance with Minnesota Statutes 181.79.

Section 13.05 Interrupted Service and Sick Leave
The following provisions apply:

A. A permanent employee with six months of continuous service who has been certified or re-certified to a permanent position will, after layoff or disability retirement, be granted by the department sick leave with full pay consistent with the provisions of this article.

B. A permanent employee with six or more months of continuous service who has been transferred from one department to another department will retain sick leave privileges acquired in the department from which transfer has been made.

C. Employees returning from military leave will be entitled to sick leave as provided in the applicable Minnesota Statute.

Section 13.06 Sick Leave Termination
Layoff of an employee on sick leave will terminate an employee's right to use sick leave.

Section 13.07 Medical Verification
The Board and the Union agree that sick leave shall comply with the Minnesota Earned Sick and Safe Time Law, Minn. Stat. 181.9445-181.9448.

Section 13.08 Fitness for Duty
Prior to an employee returning to work from an illness or medical leave of absence, the Human Resources Director or department head may require a satisfactory medical report by the City's health care provider to determine the fitness of any employee to perform the duties of his or her job.

Section 13.09 Suspensions and Sick Leave
Employees who have been suspended for disciplinary purposes during the calendar year shall not accrue sick leave during the period of suspension and will not be granted sick leave during the period of suspension.

ARTICLE 14
HOLIDAYS AND VOLUNTEER TIME

Section 14.01 Paid Holidays
Employees shall be entitled to holidays with pay in accordance with the provisions of this article.

Section 14.02 Eligibility
Permanent employees who are not required to work on a day recognized by this Agreement as a holiday shall be entitled to holiday pay provided such employees has worked at least two (2) hours on the last working day immediately before and at least two (2) hours on the next working day immediately after such holiday or, such employee is on a paid leave of absence, vacation, or sick leave properly granted.

Section 14.03 Holiday Pay and Rate
Employees are eligible to receive holiday pay as outlined in this article calculated at their regular, straight-time, base rate of pay.

Section 14.04 Holidays During Vacation and Sick Leave
Holidays which occur within an employee's approved vacation or sick leave period shall be paid as holidays only and shall not be charged as vacations or sick leave.

Section 14.05 Holidays Defined
The Board shall have the following paid holidays each year and any additional holidays that may be granted by the State Legislature:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous People's Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25

With regard to holidays: if the holiday falls on a Saturday it shall be celebrated on the preceding Friday (except for employees regularly scheduled to work on Saturdays for whom the holiday shall be the actual day); if the holiday falls on a Sunday, it shall be celebrated on the following Monday (except for employees who do not regularly work on Mondays who shall celebrate the holiday on the preceding Saturday). For employees who do not regularly work on Mondays, holidays falling on Monday shall be celebrated by such employees on the Tuesday following the holiday.

Section 14.06 Compensation for Working on Holidays
If a holiday is worked by any employee, then that employee shall receive overtime pay at the rate of one and one-half (l .5) times the employee's regular rate of pay for hours actually worked by the employee in addition to the eight (8) hours holiday pay.

Section 14.07 Religious Holidays
Employees may observe religious holidays which do not fall on Sunday or on a holiday as defined in Section 14.5 above. Such days off shall be taken off without pay unless the employee has accumulated vacation benefits or compensatory time available in which case the employee may take such days off as vacation or compensatory time. The employee must notify the appropriate manager at least ten (10) days in advance of the religious holiday of his/her intent to observe such holiday. Leaves of more than three days are subject to supervisory approval.

Section 14.08 Floating Holiday
Beginning on January 1, 2023, and continuing thereafter, each employee shall be credited with a holiday time bank consisting of eight (8) hours for a full-time employee. Requests for floating holiday time off shall be considered by supervisors on the same basis as vacation requests. Floating holiday time does not carry over from year to year and therefore the holiday time bank will revert to zero as of 11:59 PM on the last day of the payroll year. Unused floating 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 time.

Section 14.09 Volunteer Time
Each employee shall be credited with up to eight (8) hours annually for paid time to volunteer. Volunteer time requires prior supervisory approval, and verification from the volunteer organization must be provided to the Board within the same payroll cycle in which the volunteer time was served. No overtime or comp time will be earned as a result of volunteer time and such time must be served during a regularly scheduled workday.

ARTICLE 15
LEAVES OF ABSENCE

Section 15.01 Bereavement Leave
A leave of absence of five (5) working days with pay shall be granted at the time of death of an employee's parent or stepparent; spouse or registered domestic partner within the meaning of Minneapolis Code of Ordinances Chapter 142; child, stepchild, adopted child, foster child, adult child, or child-in-law; sibling or stepsibling; parent-in-law or sibling-in-law; grandparent; grandchild; guardian, ward or household member. Bereavement Leave must be used within five (5) working days of the time of death or of the funeral, unless otherwise mutually agreed with the employee's supervisor in special circumstances. For the purposes of this provision, parent-in-law shall include the parent of the employee's domestic partner. Additional time off without pay or the use of vacation or compensatory time may be granted at the discretion of the employee's supervisor as may reasonably be required based on individually demonstrated circumstances.

Section 15.02 Jury Duty and Court Witness Leave
After due notice to the Board, employees subpoenaed to serve as a witness in a criminal proceeding or called for jury duty, shall be paid their regular compensation at their current base rate of pay for the period the court duty requires their absence from work duty, plus any expenses paid by the court. Such employees, so compensated, shall not be eligible to retain jury duty pay or witness fees and shall turn any such pay or fees received over to the Board. The Minneapolis Park Board may charge a fee to the party issuing the subpoena for lost work time due to interview(s) or preparation(s) associated with being a witness.

Subd (a) If an employee is excused from jury duty prior to the end of the normal workday, he/she shall return to work if reasonably practicable or make arrangements for a leave of absence without pay or use

vacation or compensatory time. For purposes of this section, such employees shall be considered to be working normal day shift hours for the duration of their jury duty leave.

Subd (b) Any absence, whether voluntary or by legal order to appear or testify in civil litigation, not in the status of an employee, shall not qualify for leave under this section. Such absences shall be charged against accumulated vacation, compensatory time or be without pay.

Section 15.03 Military Reserve Training
In accordance with the requirements and provisions of state and federal laws, any employee who is a member of any reserve component of the military forces of the United States required by official military orders or related authority to attend Military Reserve training shall receive full wages, at the employee's current base pay rate for the period of the active duty required for such training not to exceed fifteen (15) days per calendar year.

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

Section 15.04 Organ or Bone Marrow Donor Leave
Pursuant to applicable Minnesota statutes, employees who work twenty (20) or more hours per week shall, upon advance notification to their immediate supervisor and approval by the Board, be granted a paid leave of absence at the time they undergo medical procedures to donate an organ or bone marrow. At the time such employees request leave, they shall provide to their immediate supervisor written verification by a physician of the purpose and length of the required leave. The combined length of leaves for this purpose may not exceed forty (40) hours unless agreed to by the Board in its sole discretion.

Section 15.05 Voting Leave
An employee who is entitled to vote in any Federal, State or regularly scheduled local election, as defined in M.S. 204C.04 subd. 2, may absent themselves from work for the purpose of voting during such election day for a period not to exceed two (2) hours without deduction from salary on account of such absence, provided the employee has made prior arrangements for the absence with the Board. Any employee making claim for time off for voting and not casting a ballot or utilizing time off for unauthorized purposes shall be subject to disciplinary action. https://www.revisor.mn.gov/statutes/?id=204C.04

Subd (a) Serving as an Election Judge
Pursuant to Minnesota Statute 204b.195 employees shall receive eight (8) hours of pay to serve as an election judge and the three (3) hours for training for the election.

Section 15.06 Paid Parental Leave
All new birth or adoptive parents shall be granted 12-weeks paid parental leave. This paid parental leave shall be compensated at the employee's current wage and not charged against the employee's accumulated sick or vacation leave. This leave must be consecutive without interruption. Seniority, vacation, and sick leave accruals shall continue throughout this leave. Employees must be eligible for FMLA at the time of the birth or adoption of a child for the purpose of qualifying for paid parental leave.

Section 15.07 School Conference and Activities Leave
Leaves of absence without pay of up to a total of sixteen (16) hours during any twelve (12) month period for the purpose of attending school, pre-school or child care provider conferences and classroom activities of the employee's child, provided that such conferences and classroom activities cannot be scheduled

during non-work hours. When the need for the leave is foreseeable, the employee shall provide reasonable prior notice of the leave to their immediate supervisor and shall make a reasonable effort to schedule the leave so as not to disrupt the operations of the Board. Employees may use accumulated vacation benefits or accumulated compensatory time for the duration of such leaves.

Section 15.08 Family and Medical Leaves

General: Pursuant to the provisions of the federal *Family and Medical Leave Act of 1993* (FMLA) and the regulations promulgated thereunder which shall govern employee rights and obligations as to Family and Medical leaves wherever they may conflict with the provisions of this Section, leaves of absence without pay shall be granted to eligible employees who request them for the following reasons:

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

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

c. when they must care for their parent, spouse, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, child, or other dependent and/or member of their household who has a serious medical condition.

d. for any qualifying exigency arising out of the fact that the employee's spouse, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, child, or parent is a covered military member on active duty or has been notified of an impending call or order to active duty in support of a contingency operation as either a member of the National Guard or Military Reserves or a retired member of the regular armed forces or reserves.

e. for the care of a covered service member who is a current member of the regular armed forces, National Guard, or Reserves who has incurred an injury or illness in the line of duty while on active duty, provided that such injury or illness renders the service member medically unfit to perform the duties of his/her office, grade, rank, or rating. To qualify, the employee must be the spouse, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, child, parent, or next of kin of the service member.

Eligibility. Employees are eligible for FMLA leaves if they have accumulated at least twelve (12) months' employment service preceding the request for the leave and have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the leave.

Duration. Eligible employees may take FMLA leaves of up to twelve (12) weeks in any twelve (12) months [up to twenty-six (26) weeks in any twelve (12) months if the leave is granted pursuant to the provisions of this Section at Subd. 1(e) above] without affecting their rights under any other provision of this Agreement. The use of paid leave benefits during FMLA leaves, if any, must occur first and be irrevocably discontinued before leaves of absence without pay are recorded. The use of available paid leave benefits during FMLA leaves shall be at the employee's sole option and shall not affect the maximum allowable duration of such leaves.

a. If medically necessary due to the serious medical condition of the employee, or that of the employee's spouse, child, parent, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, or other dependents and/or members of their households who have a serious medical condition, FMLA leaves may be taken on an

intermittent schedule. In cases of the birth, adoption or foster placement of a child, such leaves may be taken intermittently only when expressly approved by the Board.

b. Eligible spouses or registered domestic partners who both work for the Board shall be granted a combined twelve (12) weeks of leave in any twelve (12) months when such leaves are for the purposes referenced in Subd. 1, clauses (a) [birth or adoption leaves] and/or (c) [family illness leaves], above.

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

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

Pay and Benefits. FMLA leaves of absence shall be without pay unless the employee elects to use accumulated paid leave benefits for all or any portion of the leave's duration. Health plan benefits for the employee and the employee's covered dependents, if any, shall be continued on the same basis as coverage would have been provided had the employee been actively employed during any unpaid portion of the maximum twelve (12) week FMLA leave entitlement.

Section 15.09 Reinstatement After FMLA Leaves
Employees shall return to their original position and job classification at the expiration of their FMLA leave. In the event a layoff or reorganization occurs during the FMLA leave that affects the employee or the employee's position, the provisions of this Agreement at Article 8, Section 8.08 (*Reduction of Employees*) and/or Article 26 (*Transfers*) shall be implemented as may be necessary and appropriate at the expiration of the employee's FMLA leave.

ARTICLE 16
WORK RULES

The Board has reserved the right to establish and modify from time-to-time, reasonable rules and regulations which are not inconsistent with the provisions of this Agreement. The Board will notify employees through the Union of proposed changes to work rules in advance of implementing the changes to provide the opportunity to meet and confer with the Union at its request.

ARTICLE 17
NO STRIKE NO LOCKOUT

No Strike
In recognition of the provisions included in this Agreement, the Union agrees that neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass absenteeism, mass use of sick leave, the willful absence from one's position, the stoppage or work or the abstinence in whole or in part of the full, faithful

and proper performance of the duties of employment. Any such violation may be cause for disciplinary action.

No Lockout
The Board will not lock out employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 18
PROFESSIONAL DEVELOPMENT PLAN

Section 18.01 Professional Development Plan
Each employee shall have input on the development of the employee's professional development plan, where applicable, and the employee shall be furnished with a copy of the employee's written plan. From time to time, an employee may make a request to attend training, a conference, or a seminar at the Board's expense, the employee's expense with some of the costs covered by the Board, or some other combination of costs and time. Such opportunities may be provided by the Board on a case-by-case basis. When an employee makes a written request for such an opportunity, the employee's supervisor or manager shall provide to the employee its written decision on the matter.

Section 18.02 Membership in Professional Organizations
To support the participation of recreation professionals in professional associations (National Recreation and Parks Association (NRPA); Minnesota Recreation and Parks Association (MOA); Women in Leisure Services (WILS); Ethnic Minority Society (EMS) Youth Intervention Programs Association (YIPA), the Board shall provide a reasonable amount of time to participate as a committee member or take part in educational workshops.

Section 18.03 Training
With prior supervisory approval, an employee who is scheduled to work may use paid time to complete training, earn or maintain certifications, earn Continuing Education Units (CEU's). This does not apply to training, certification or education units scheduled outside work hours nor does it apply to obtaining a degree or certification under the Board Tuition Reimbursement Policy, which requires coursework to be completed outside work hours.

ARTICLE 19
PERMIT AND DETAIL EMPLOYEES

The Board agrees to follow the provisions of the Rules and Charter Provisions of the Minneapolis Civil Service Commission with respect to hiring and retention of permit and detail employees.

Section 19.01 - Credit Towards Minneapolis Park and Recreation Board and Classification Seniority, Pay Progression and Benefit Eligibility
Temporary service in a position immediately preceding certification to that position shall count toward Minneapolis Park and Recreation Board and Classification seniority, benefit eligibility (without retroactivity), and pay progression requirements, provided there has been no interruption.

Section 19.02 - Credit Towards Minneapolis Park and Recreation Board Probation
Continuous and unbroken time served in a non-certified or temporary position immediately preceding certification will count for up to six (6) months of probation if that service was in the same title of a certified position in which they are hired.

ARTICLE 20
SENIORITY

Seniority Defined
When used in this Agreement, the terms Park and Recreation Board seniority and classification seniority shall have the meanings given them below:

Section 20.01 Park and Recreation Board Seniority Defined
Park and Recreation Board seniority is defined as the length of uninterrupted employment with the Board and based on the employee's initial certification date. Effective for employee's hired on or after January 1, 1998, Park and Recreation Board seniority is defined as the length of uninterrupted employment with the Board and based on the date of the employee's first day of employment.

Section 20.02 Classification Seniority Defined
Classification seniority is defined as the length of employment within a job classification and based on the employee's certification number. Effective for employee's hired on or after January 1, 1998 or changing classifications on or after January 1, 1998, classification seniority is defined as the length of employment within a job classification and based on the date the employee began working in that classification on a permanent basis.

Section 20.03. Ties in Seniority
Ties in classification seniority shall be broken by Park and Recreation Board seniority. Ties in Park and Recreation Board seniority shall be broken randomly by the HRIS system.

Section 20.04 - Loss of Seniority:

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

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

I. The employee quits or retires and does not rescind such action within five (5) calendar days
II. The employee is discharges and the discharge is not reversed;
III. The employee has been laid off and not actively working for the Board for a period of three (3) years.

ARTICLE 21
LAYOFF AND BUMPING

Section 21.01 Layoffs and Bumping:
Whenever any permanent position is to be abolished or it becomes necessary to reduce the number of employees in the classified service in any department, the Superintendent shall immediately report such pending layoffs to the Human Resources Director or his/her designated representative and the Union. The status of involved employees shall be determined by the following provisions and the involved employees will be notified.

1. Identification of Affected Employees: Layoffs/job abolishment shall be used to reduce positions and not to target specific employees. Division heads shall identify the employee(s) to be reduced in the following manner:
    a. The Division Head shall first identify the classification title and number of employees within the title that is to be affected.
    b. The Human Resources Department shall then identify the employee(s) that are to be affected beginning with the least senior employee in the department and in the title and progressing to the most senior in the title until all the reductions are identified.

2. General Order of Layoff:
    a. Layoffs shall be made in the following manner:
        i. Temporary and Contract employees (those not certified to a temporary position) shall be first laid off;
        ii. Part-time employees shall next be laid off

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

4. Bumping: Employees who have at least two (2) years of Minneapolis Parks seniority shall have the right to bump into previously held positions within the same or lower pay grade(s). Said employee shall have the right to bump the employee of lesser Minneapolis Parks seniority who was last certified to the most recent classification previously held permanently (i.e., one in which the probationary period was satisfactorily completed) by the laid off employee and in which job performance was deemed by the Board to be satisfactory.

    If the employee is unable to bump into the most recent classification previously held, his/her bumping rights to the next most recent classification previously held shall be process and this review shall continue until either the employee is placed in a previously held classification or a determination has been made that there is no employee of lesser City seniority who was last certified to a previously held classification and the employee shall be laid off. In all cases, however, the bumping employee must meet the current minimum qualifications of the claimed position and must be qualified to perform the required work.

Section 21.02 – Notice of Layoff
The Board shall make every reasonable effort under the circumstances to provide affected employees with at least fourteen (14) calendar days' notice prior to the contemplated effective date of a layoff.

Section 21.03 – Recall from Layoff
An employee in the classified service who has been laid off shall be offered recall without examination to a vacant position of the same classification provided the employee continues to meet the current minimum qualifications of the position. Offers of recall will be extended in order of descending classification seniority, with the most senior employee on the recall list receiving the first offer of recall. Employees who are recalled to a previously held title after more than twelve (12) months on the recall list or an employee who is recalled to a department that is different from the department from which the employee was laid off shall serve a three (3) month trial period which may be extended for up to an additional three (3) months with a meet-and-confer with the Union. Upon recall, the Human Resources Department will assure a viable position description and performance expectations are clearly stated and understood. If removed by the appointing authority during the trial period or if an employee elects to cancel the recall during the first thirty (30) calendar days in the position, the employee shall be returned to the recall list. Such return shall not be considered a refusal of recall. Time spent in the position prior to return to the recall list shall count toward the three (3) year maximum length on the list.

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

It is the employee's responsibility to keep the Board advised of his/her current mailing address.
Return of a recall letter as undeliverable or failure to contact the Board after receipt of a recall offer letter within fourteen (14) calendar days constitutes refusal of a recall offer.

Section 21.04 – Application and Scope
For purposes of this article, bargaining unit employees may displace or bump non-bargaining unit employees. Further, non-bargaining unit employees shall be permitted to displace or bump bargaining unit employees.

Section 21.05 – Exceptions
The following exceptions may be observed:

A. Mutual Agreement: If the Board and the Union agree upon a basis for layoff and re-employment in a certain position or group of positions and such agreement is approved by the Superintendent or his/her designated representative, employees will be laid off and re-employed upon that basis.

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

ARTICLE 22
JOB EVALUATION

Unless otherwise ordered by a court of competent jurisdiction, an employee who believes their individual position has changed due to gradual changes over a period of time in the kind of, or in the area of responsibility, or difficulty of the work performed, may request that their position be audited to assure proper classification. To request a position audit, the employee must submit a Job Analysis Questionnaire provided by the Human Resources Department. Requests for study of an employee's individual position may be submitted no more than once per every twenty-four (24) calendar months unless the Parties agree that substantial changes have occurred in the position justifying the need for a new audit.

If the audit results in a reclassification of the individual position, no vacancy shall be deemed to have been created. Upon reclassification to a position providing a higher maximum salary, the incumbent employee shall be appointed to the reclassified position and the incumbent employee's pay shall be affixed at the same step as the previous classification. The effective date of the reclassification for pay and seniority purposes shall be the date upon which the involved employee submitted a properly completed request for reclassification to the Board's Human Resources Department with a copy to the involved Department Head or Manager. The provisions of this section shall apply only to the incumbent employee(s) who has been permanently certified to the involved position.

ARTICLE 23
SAFETY

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

Section 23.01 Stewards
The Union can identify two (2) members to serve on the MPRB-wide Safety Committee. These two members shall be on paid time while attending these meetings as long as these meetings occur during their regularly scheduled workday.

ARTICLE 24
DURATION

Section 24.01 - Term of Agreement and Renewal
The provisions of this Agreement shall become effective on January 1, 2025 and shall remain in full force and effect through December 31, 2027.

Section 24.02 -Termination
In the event that a successor Agreement has not been agreed upon by the expiration date set forth above, either Party may terminate this Agreement pursuant to the procedure set out in PELRA.

Section 24.03 - Entire Agreement
The Parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each waives the right, and each agrees that the other should not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement. This Agreement may, however, be amended during its term by the Parties' mutual written agreement.

Section 24.04 - Separability and Savings
In the event any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be voided. All other provisions, however, shall continue in full force and effect.

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

FOR THE UNION:

Rachel Hoben (Jun 23, 2025 20:28 CDT) 06/23/2025
Rachel Hoben Date
AFSCME Local 3279 President

Mary Thies 06/24/2025
Mary Thies Date
Business Representative

Crystal Kreklow 06/28/2025
Crystal Kreklow Date
Field Director

FOR THE BOARD:

06/30/2025
Catherine Abene Date
Park Board President

06/30/2025
Jennifer Ringold Date
Secretary to the Board

APPENDIX A – WAGE TABLE

Effective January 1, 2025(4.5%)

2025	Effective January 1, 2025 an annual increase of 4.5% applied to wages only. Additional changes are described below.									
Job Code	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 91
06368P	AIS Program Coord-P	$ 37.207746	$ 38.882095	$ 40.631654	$ 42.257064	$ 43.947343				
01010P	Athletic Prg Specialist[7 8]	$ 35.475613	$ 37.426772	$ 39.485244	$ 41.656933	$ 43.569727	$ 46.329477	$ 47.859228	$ 49.676668	
01762P	Child Care Specialist (F/T)-P	$ 26.474805	$ 27.666171	$ 28.911149	$ 30.067595	$ 31.270298	$ 32.521111			
01763P	Child Care Specialist (P/T)-P	$ 26.474805	$ 27.666171	$ 28.911149	$ 30.067595	$ 31.270298	$ 32.521111			
11075P	Community Action Team Coord- P	$ 39.942200	$ 41.739604	$ 43.617879	$ 45.362597	$ 47.177105				
02309P	Community Garden Program Crd-P[6]	$ 31.663963	$ 33.075169	$ 34.561980	$ 35.947985	$ 37.396995	$ 38.896394	$ 40.433599	$ 42.046408	
02310P	Community Outreach Coord-P	$ 39.942200	$ 41.739604	$ 43.617879	$ 45.362597	$ 47.177105				
02685P	Envirn Stwrdship Vol Coord-P[6]	$ 31.663963	$ 33.075169	$ 34.561980	$ 35.947985	$ 37.396995	$ 38.896394	$ 40.433599	$ 42.046408	
02690P	Envirn Volunteer Group Coord-P	$ 32.731128	$ 34.204032	$ 35.743212	$ 37.172941	$ 38.659859				
04236P	Event and Facility Use Coord-P	$ 37.591990	$ 39.283625	$ 41.051388	$ 42.693336	$ 44.401190				
04233P	Event Coord Comm Outreach-P	$ 38.122577	$ 39.838094	$ 41.630808	$ 43.296041	$ 45.027882				
04234P	Event Coordinator Downtown-P	$ 38.122577	$ 39.838094	$ 41.630808	$ 43.296041	$ 45.027882				
09295P	Events Permits Specialist-P	$ 42.226931	$ 44.127142	$ 46.112863	$ 47.957378	$ 49.875674				
05072P	Forestry Outreach Coord-P*	$ 37.847746	$ 39.522095	$ 41.271654	$ 42.897064	$ 44.587344				
05069P	Forestry Preservation Coord-P*	$ 37.847746	$ 39.522095	$ 41.271654	$ 42.897064	$ 44.587344				
05115P	Garden Program Specialist-P	$ 28.737500	$ 30.030688	$ 31.382069	$ 32.637351	$ 33.942846				
05275P	Golf Course Assistant Mgr- P**	$ 26.973723	$ 29.367742	$ 30.703344	$ 32.101950	$ 33.311565	$ 34.571561			
05762P	IT Network & Sys Speclst I-P	$ 41.643214	$ 43.520619	$ 45.473630	$ 47.288039	$ 49.178045	$ 51.143656			
05775P	IT Project Manager-P^	$ 45.684227	$ 47.649828	$ 48.569634	$ 51.656654	$ 53.647467	$ 55.726472			
04120P	Naturalist Program Coordinat-P	$ 38.222726	$ 39.942749	$ 41.740173	$ 43.409779	$ 45.146170				
07418P	Park School Campus Coord-P	$ 39.942200	$ 41.739598	$ 43.617880	$ 45.362594	$ 47.177099				$ 48.084939
08823P	Recreation Supervisor-Dntwn-P[7]	$ 35.475613	$ 37.426772	$ 39.485244	$ 41.656933	$ 43.569727	$ 46.329477	$ 47.859228	$ 49.676668	
08822P	Recreation Supervisor-P[7]	$ 35.475613	$ 37.426772	$ 39.485244	$ 41.656933	$ 43.569727	$ 46.329477	$ 47.859228	$ 49.676668	
10383P	Sustainable Forestry Coord-P*	$ 37.847746	$ 39.522095	$ 41.271654	$ 42.897064	$ 44.587344				
10587P	Therap Rec & Inclusion Spec-P^^	$ 27.544805	$ 28.736171	$ 29.981149	$ 31.137595	$ 32.340298				
11070P	Youth Program Specialist[8]	$ 24.922122	$ 26.043617	$ 27.215580	$ 28.440281	$ 29.720094	$ 31.057498	$ 32.455085	$ 33.915564	
11090P	Yth Emplymnt & Trn Prg Coord-P	$ 32.731128	$ 34.204032	$ 35.743212	$ 37.172941	$ 38.659859				
05777P	Yth Tec Career Skills Prg Sp-P[5]	$ 30.329986	$ 31.675034	$ 33.080612	$ 34.386236	$ 35.744086				

*Effective January 1, 2025 a $0.64 Market Adjustment was applied after the annual increase

** Effective January 1, 2025 a $1.95 Market Adjustment was applied after the annual increase

^Effective January 1, 2025 a $1.71 Market Adjustment was applied after the annual increase

^^Effective January 1, 2025 a $1.07 Market Adjustment was applied after the annual increase

[5]Effective January 1, 2025 a $0.44 Market Adjustment was applied after the annual increase

[6]Effective January 1, 2025 the Community Garden Program Coordinator wages will align with the Environmental Stewardship Volunteer Coordinator wages

[7]Effective January 1, 2025 the Athletic Program Specialist, Recreation Supervisor, and Recreation Supervisor-Downtown wages will align.

[8] Levels I and II merged

NB: Competency Buyout

The Parties reached agreement to buy out competency-based wages for select job titles. For the Athletic Program Specialist and Youth Program Specialist job titles, employees will be placed in the 2025 wage scales based on their 2024 step multiplied by annual increase plus their competency rate as of 1/1/2025 and then will be placed at the next highest step in the new 2025 wage scale. Future step increases will be applied on their existing anniversary step date. Any employee in these two job classifications who complete their competency by May 1, 2025, will be "redlined" if their wage would be higher under the old system.

If a Recreation Supervisor was earning competency, they will no longer receive competency pay, and they will be placed in the 2025 wage scales based on their 2024 step multiplied by annual increase plus their competency rate as of 1/1/2025 and then will be placed at the next highest step in the new 2025 wage scale. Future step increases will be applied on their existing anniversary step date. Any employee in these two job classifications who complete their competency by May 1, 2025, will be "redlined" if their wage would be higher under the old system.

Athletic Program Specialists and Recreation Supervisor wages will match according to the agreed upon wage table.

Effective January 1, 2026 (3%)

2026	Effective January 1, 2026 an annual increase of 3% applied to wages only.								
Job Code	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
06368P	AIS Program Coord-P	$ 38.323979	$ 40.048557	$ 41.850604	$ 43.524776	$ 45.265764			
	Athletic Prg Specialist	$ 36.539881	$ 38.549575	$ 40.669801	$ 42.906641	$ 44.876819	$ 47.719362	$ 49.295005	$ 51.166968
01762P	Child Care Specialist (F/T)-P	$ 27.269050	$ 28.496156	$ 29.778483	$ 30.969623	$ 32.208407	$ 33.496744		
01763P	Child Care Specialist (P/T)-P	$ 27.269050	$ 28.496156	$ 29.778483	$ 30.969623	$ 32.208407	$ 33.496744		
11075P	Community Action Team Coord- P	$ 41.140466	$ 42.991792	$ 44.926415	$ 46.723475	$ 48.592418			
02309P	Community Garden Program Crd-P	$ 32.613882	$ 34.067424	$ 35.598839	$ 37.026425	$ 38.518905	$ 40.063286	$ 41.646607	$ 43.307800
02310P	Community Outreach Coord-P	$ 41.140466	$ 42.991792	$ 44.926415	$ 46.723475	$ 48.592418			
02685P	Envirn Stwrdship Vol Coord-P	$ 32.613882	$ 34.067424	$ 35.598839	$ 37.026425	$ 38.518905	$ 40.063286	$ 41.646607	$ 43.307800
02690P	Envirn Volunteer Group Coord-P	$ 33.713062	$ 35.230153	$ 36.815509	$ 38.288129	$ 39.819654			
04236P	Event and Facility Use Coord-P	$ 38.719750	$ 40.462134	$ 42.282930	$ 43.974136	$ 45.733226			
04233P	Event Coord Comm Outreach-P	$ 39.266254	$ 41.033237	$ 42.879732	$ 44.594922	$ 46.378718			
04234P	Event Coordinator Downtown-P	$ 39.266254	$ 41.033237	$ 42.879732	$ 44.594922	$ 46.378718			
09295P	Events Permits Specialist-P	$ 43.493738	$ 45.450956	$ 47.496249	$ 49.396100	$ 51.371945			
05072P	Forestry Outreach Coord-P	$ 38.983179	$ 40.707757	$ 42.509804	$ 44.183976	$ 45.924964			
05069P	Forestry Preservation Coord-P	$ 38.983179	$ 40.707757	$ 42.509804	$ 44.183976	$ 45.924964			
05115P	Garden Program Specialist-P	$ 29.599625	$ 30.931608	$ 32.323531	$ 33.616472	$ 34.961131			
05275P	Golf Course Assistant Mgr- P	$ 27.782934	$ 30.248775	$ 31.624445	$ 33.065009	$ 34.310912	$ 35.608708		
05762P	IT Network & Sys Speclst I-P	$ 42.892511	$ 44.826237	$ 46.837838	$ 48.706680	$ 50.653386	$ 52.677966		
05775P	IT Project Manager-P	$ 47.054754	$ 49.079323	$ 50.026723	$ 53.206353	$ 55.256891	$ 57.398266		
04120P	Naturalist Program Coordinat-P	$ 39.369407	$ 41.141031	$ 42.992378	$ 44.712072	$ 46.500556			
07418P	Park School Campus Coord-P	$ 41.140466	$ 42.991786	$ 44.926416	$ 46.723472	$ 48.592412			
08823P	Recreation Supervisor-Dntwn-P	$ 36.539881	$ 38.549575	$ 40.669801	$ 42.906641	$ 44.876819	$ 47.719362	$ 49.295005	$ 51.166968
08822P	Recreation Supervisor-P	$ 36.539881	$ 38.549575	$ 40.669801	$ 42.906641	$ 44.876819	$ 47.719362	$ 49.295005	$ 51.166968
10383P	Sustainable Forestry Coord-P	$ 38.983179	$ 40.707757	$ 42.509804	$ 44.183976	$ 45.924964			
10587P	Therap Rec & Inclusion Spec-P	$ 28.371150	$ 29.598256	$ 30.880583	$ 32.071723	$ 33.310507			
	Youth Program Specialist	$ 25.669785	$ 26.824926	$ 28.032047	$ 29.293490	$ 30.611697	$ 31.989223	$ 33.428738	$ 34.933031
11090P	Yth Emplymnt & Trn Prg Coord-P	$ 33.713062	$ 35.230153	$ 36.815509	$ 38.288129	$ 39.819654			
05777P	Yth Tec Career Skills Prg Sp-P	$ 31.239885	$ 32.625285	$ 34.073030	$ 35.417823	$ 36.816408			

Effective January 1, 2027 (2.5%)

2027	Effective January 1, 2027 an annual increase of 2.5% applied to wages only.							
Job Code	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
06368P	AIS Program Coord-P	$ 39.282078	$ 41.049771	$ 42.896869	$ 44.612896	$ 46.397408			
	Athletic Prg Specialist	$ 37.453378	$ 39.513314	$ 41.686547	$ 43.979307	$ 45.998740	$ 48.912346	$ 50.527380	$ 52.446142
01762P	Child Care Specialist (F/T)-P	$ 27.950776	$ 29.208560	$ 30.522945	$ 31.743863	$ 33.013617	$ 34.334163		
01763P	Child Care Specialist (P/T)-P	$ 27.950776	$ 29.208560	$ 30.522945	$ 31.743863	$ 33.013617	$ 34.334163		
11075P	Community Action Team Coord- P	$ 42.168978	$ 44.066587	$ 46.049576	$ 47.891562	$ 49.807229			
02309P	Community Garden Program Crd-P	$ 33.429229	$ 34.919109	$ 36.488810	$ 37.952086	$ 39.481877	$ 41.064868	$ 42.687772	$ 44.390495
02310P	Community Outreach Coord-P	$ 42.168978	$ 44.066587	$ 46.049576	$ 47.891562	$ 49.807229			
02685P	Envirn Stwrdship Vol Coord-P	$ 33.429229	$ 34.919109	$ 36.488810	$ 37.952086	$ 39.481877	$ 41.064868	$ 42.687772	$ 44.390495
02690P	Envirn Volunteer Group Coord-P	$ 34.555889	$ 36.110907	$ 37.735896	$ 39.245332	$ 40.815146			
04236P	Event and Facility Use Coord-P	$ 39.687743	$ 41.473687	$ 43.340003	$ 45.073489	$ 46.876556			
04233P	Event Coord Comm Outreach-P	$ 40.247911	$ 42.059068	$ 43.951726	$ 45.709795	$ 47.538186			
04234P	Event Coordinator Downtown-P	$ 40.247911	$ 42.059068	$ 43.951726	$ 45.709795	$ 47.538186			
09295P	Events Permits Specialist-P	$ 44.581082	$ 46.587230	$ 48.683656	$ 50.631002	$ 52.656243			
05072P	Forestry Outreach Coord-P	$ 39.957758	$ 41.725451	$ 43.572549	$ 45.288576	$ 47.073088			
05069P	Forestry Preservation Coord-P	$ 39.957758	$ 41.725451	$ 43.572549	$ 45.288576	$ 47.073088			
05115P	Garden Program Specialist-P	$ 30.339616	$ 31.704898	$ 33.131619	$ 34.456884	$ 35.835159			
05275P	Golf Course Assistant Mgr- P	$ 28.477508	$ 31.004994	$ 32.415056	$ 33.891634	$ 35.168685	$ 36.498926		
05762P	IT Network & Sys Speclst I-P	$ 43.964824	$ 45.946893	$ 48.008784	$ 49.924347	$ 51.919721	$ 53.994915		
05775P	IT Project Manager-P	$ 48.231123	$ 50.306306	$ 51.277391	$ 54.536512	$ 56.638313	$ 58.833223		
04120P	Naturalist Program Coordinat-P	$ 40.353643	$ 42.169557	$ 44.067187	$ 45.829874	$ 47.663069			
07418P	Park School Campus Coord-P	$ 42.168978	$ 44.066581	$ 46.049577	$ 47.891559	$ 49.807222			
08823P	Recreation Supervisor-Dntwn-P	$ 37.453378	$ 39.513314	$ 41.686547	$ 43.979307	$ 45.998740	$ 48.912346	$ 50.527380	$ 52.446142
08822P	Recreation Supervisor-P	$ 37.453378	$ 39.513314	$ 41.686547	$ 43.979307	$ 45.998740	$ 48.912346	$ 50.527380	$ 52.446142
10383P	Sustainable Forestry Coord-P	$ 39.957758	$ 41.725451	$ 43.572549	$ 45.288576	$ 47.073088			
10587P	Therap Rec & Inclusion Spec-P	$ 29.080428	$ 30.338213	$ 31.652598	$ 32.873516	$ 34.143269			
	Youth Program Specialist	$ 26.311530	$ 27.495549	$ 28.732849	$ 30.025827	$ 31.376989	$ 32.788954	$ 34.264457	$ 35.806357
11090P	Yth Emplymnt & Trn Prg Coord-P	$ 34.555889	$ 36.110907	$ 37.735896	$ 39.245332	$ 40.815146			
05777P	Yth Tec Career Skills Prg Sp-P	$ 32.020882	$ 33.440917	$ 34.924856	$ 36.303268	$ 37.736818			

Other Provisions

1. Employees must satisfactorily complete 12 months in each salary step to be eligible to advance to the next salary step.

Longevity rates for represented members

Employees hired after 12/31/2024 will not be eligible for longevity

$.3364 per hour beginning the 10th year of service (10-14 years)

$0.4655 per hour beginning the 15th year of service (15-19 years)

$0.5447 per hour beginning the 20th year of service (20-24 years)

$0.6239 per hour beginning the 25th year of service (25th year and above)

2. Pursuant to the Post-Retirement Health Care Savings Plan, as established in Minnesota Statute §352.98, as administered by the Minnesota State Retirement System, employees in this bargaining unit will contribute the following: 100% of sick leave severance due at retirement, 100% of any unused vacation pay at the time of retirement.

3. For the duration of this collective bargaining agreement, the Board agrees to apply any such increase in paid days cost of living increase, or step movement to this group, if any such agreement is reached with any other unit, either represented or non-represented, as a whole, with the exception of Police.

4. Any employee who was a part of the Union will receive any benefits bargained for by the Union if that employee has left for an alternate job within the organization. Former employees who worked hours during the effective date of the contract but are no longer with the Park Board are entitled to the appropriate retroactive pay upon request in writing to the Park Board that includes the former employee's current address and phone number. Such requests must be made within thirty (30) calendar days of when the Board of Commissioners approves the contract.

EXHIBIT B-1

AFSCME PROFESSIONAL UNIT
OTHER TERMS OF AGREEMENT

SICK LEAVE CREDIT PAY AND SEVERANCE PAY

Severance pay shall be distributed at a monthly rate equal to the total amount of severance obligation divided by sixty (60) or fifty dollars ($50.00), whichever is greater, to be paid on the last payday of each month for City employees; provided that the first of such payments shall begin in the calendar month next following termination of employment, but not less than thirty (30) days after the date of the employee's termination.

The Board and the Union will form a task force to explore the feasibility and procedures necessary to implement the option of an employee directing the Board to use his/her sick leave severance to pay up to 100% of said employee's health care contribution until the severance is depleted.

GROUP INSURANCE

A. Group Health Insurance
   Enrollment and Eligibility Upon proper application, permanent full-time employees, as defined by the contract between the Board and the provider, shall be enrolled as covered participants in one of the Board's available insurance plans or one of the available Health Maintenance Organization (HMO) plans and shall be provided with the coverages specified therein. Such coverage shall commence the first day of the month following the first full month of employment. Eligible employees may waive coverage under the Board's available indemnity insurance plans and its available HMO plans by providing written evidence satisfactory to the Board 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 Board's available plans. Subsequent coverage eligibility for such employees, if desired, shall be governed by the provisions of the contracts of insurance and/or HMO contracts between the Board and the providers of such coverage.

B. Group Dental Insurance Upon proper application, permanent full-time employees as defined by the contract between the Board and the provider, shall be enrolled, along with their dependents, as covered participants in one of the Board's group dental insurance plans and shall be provided with the coverages specified therein. Such coverage shall commence the first day of the month following the start date of employment. The Board shall pay the premiums for such coverage on a single/family composite basis for the term of the Agreement.

C. Payment of Long-Term Disability Insurance Effective January 1, 2002, each permanent full-time employee, as defined by the contract between the Board and the provider, shall be enrolled in the Board's long-term disability insurance policy and shall be provided with the coverages specified therein. Such coverage shall commence the first day of the month following the start date of employment.

D. Group Life Insurance Each permanent full-time employee, as defined by the contract between the Board and the provider, shall be enrolled in the Board's group term life insurance policy and shall be provided with the coverages specified therein in the face amount of fifty thousand dollars ($50,000). Such coverage shall commence the first day of the month following the start date of employment. The Board shall pay the premiums for the above amounts. To the extent offered by the provider, an employee may purchase at his or her own cost optional additional insurance coverage.

E. Emplovee Payments Made By Payroll Deductions Any amounts payable by employees under this section shall be paid through authorized payroll deductions.

F. MinneFlex Employees who have established enrollment eligibility under Group Insurance provisions set forth above, shall be given the opportunity to participate in any plan which the Board may maintain such as the MinneFlex Plan, which is a plan qualified under the Internal Revenue Code Section 125 to provide special tax advantages to employees. The Plan Document shall control all questions of eligibility enrollment, claims, and benefits.

EXHIBIT B-2

PERSONAL INJURY / PROPERTY BENEFITS

A. Reimbursements Resulting from Direct Retaliation: The Minneapolis Park and Recreation Board shall reimburse employees of this bargaining unit for the cost of replacement or repair of personal property damaged or destroyed as a result of direct retaliation against and employee, when the action of the employee were appropriate and within the scope of the employee's duties. The maximum reimbursement is $500 per incident and must be accompanied by receipts, a copy of the police report, the approval of the immediate supervisor, and must have the signature and approval of the appropriate General Manager.

B. Reimbursement Resulting from Assault: The Minneapolis Park and Recreation Board shall reimburse employees of this bargaining unit for the cost of replacement or repair of personal property damaged or destroyed as a result of an assault against an employee, when the actions of the employee were appropriate and within the scope of the employee's duties. The maximum reimbursement is determined on a case-by-case basis and must be accompanied by receipts, a copy of the police report, the approval of the immediate Supervisor, and must have the signature and approval of the appropriate General Manager.

C. Reimbursement Damage to Vehicle: The Minneapolis Park and Recreation Board shall reimburse employees for the cost of reimbursement for loss, damage, or destruction of personal motor vehicle parked on NPRB property or while an employee is in the performance of MPRB business as verified by the immediate Supervisor, a copy of the employee's vehicle insurance coverage, and a copy of the police report. In the case of motor vehicles, reimbursement shall not include personal property that is stolen or damaged unless the theft accompanies a personal assault upon the employee. Reimbursement shall not exceed the vehicle insurance deductible to a maximum of $500 per incident (including personal property, if eligible). The employee must submit the receipts and a copy of the police report or accident report to receive reimbursement. The reimbursement request must have the signature and approval of the appropriate General Manager.

D. Personal Injury: Covered by the State of Minnesota Worker's Compensation Law. No additional benefits or reimbursements available.

E. Use of Personal Vehicle For MPRB Business: This is the reason the MPRB pays reimbursement for personal vehicle use. The reimbursement is intended to cover the cost of the operation of the vehicle to include, but is not' limited to, the insurance an individual need to protect themselves from loss. No additional reimbursement is available from the MPRB.

F. Reimbursement for personal Equipment that was stolen or damaged while it was being used for a Board function: The Minneapolis Park and Recreation Board shall reimburse employees for the cost of replacement or repair of personal property damaged, destroyed, or stolen that was being used at an MPRB function, when the immediate Supervisor has given prior written permission to use the personal property. The maximum reimbursement is $500 per incident and must be accompanied by the prior written permission from the immediate supervisor, receipts, a copy of the police report, the approval of the immediate Supervisor, and must have the signature and approval of the appropriate General Manager.

G. Basis of Payment: Any reimbursement made under this Article is a gratuitous payment and does not indicate that the MPRB has accepted liability for the incident. Payments will be made by direct deposit, per the City of Minneapolis procedure for reimbursement. MPRB will forward to City Finance Department 48 hours after receiving all required paperwork and required departmental signatures.

H. This procedure is separate from the collective bargaining agreement. The decisions of the Finance Manager are final and are not subject to the grievance process.

APPENDIX B

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

LETTER OF AGREEMENT
2025 Health Plan

WHEREAS, the Minneapolis Park and Recreation Board (hereinafter "Park Board") and the AFSCME District Council No. 5, Local Union No. 3279(hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, the Parties desire to provide quality health care at an affordable cost for the protection of employees, which requires a modification to the current Collective Bargaining Agreement as it relates to the funding of the Health Plan beginning January 1, 2025;

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows for the period January 1, 2025 through December 31, 2025:

1. The City will offer a medical plan with six (6) provider options. Medica Elect is a managed care model, Medica Choice Passport is an open access model, and Vantage Plus with Medica, Park Nicollet and HealthPartners First with Medica, Ridgeview Community Network powered by Medica and Clear Value with Medica are accountable care organizations (ACOs). Medica Self-Insured ("Medica") is providing certain administrative services, including claims processing, for all plan options. Notwithstanding any provision in the CBA to the contrary, coverage for an employee who meets the eligibility requirements set forth in the CBA shall start on the first day of the month following the employee's date of hire, provided the employee has timely submitted the proper enrollment forms.

2. The City will continue a dual medical premium equivalent system that provides incentives for wellness program completion. The monthly medical premiums for subscribers who earn the required wellness program points by August 31, 2024 (the "wellness premiums equivalents") will be lower than the premium equivalents for subscribers who do not earn the required wellness program points by August 31, 2024 (the "standard premiums equivalents"). Any changes to the wellness program requirements, including those implemented for 2025, will be agreed upon by the Benefits Subcommittee of the Citywide Labor Management Committee. For 2025, the 'wellness premium equivalent" will also apply to all employees who are newly enrolled in the medical plan after June 1, 2024. The wellness program requirements for 2025 (specifically the 3,000-point threshold to earn the incentive and the point structure are set forth on the MyMedica.com member portal) are as agreed upon by the Benefits Sub-committee of the Citywide Labor Management Committee.

3. For the period January 1, 2025 through December 31, 2025, the Park Board will pay $690.00 per month for employees who elect single coverage under the medical plan. For the period January 1, 2025 through December 31, 2025, the Park Board will pay $1,864.00 per month for employees who elect family

coverage under the medical plan. The total monthly rate and the respective employer and employee contributions for the period January 1, 2025 through December 31, 2025 are as set forth below.

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

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

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

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

8. The Park Board will make a contribution to the HRA in the annual amount of $1,200.00 for employees who elect single coverage and $2,400.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such Park Board contributions shall be made in semi-monthly installments equal to one-twenty fourth (1/24) of the designated amount and shall be considered to be contract value in the designated amount.

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

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

11. The unions shall continue to be involved with the selection of and negotiations with the medical plan carrier or, so long as the City is self-insured, the third party administrator of the City's plan. The City and the Unions will also continue to work together each year to evaluate the health plan and related benefits so that the health benefits remains current, competitive, cost efficient, and effective at meeting the needs of the City and employees.

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

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

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

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

FOR THE UNION:

Rachel Hoben (Jun 23, 2025 20:28 CDT) 06/23/2025

Rachel Hoben — Date
AFSCME Local 3279 President

Mary Thies 06/24/2025

Mary Thies — Date
Field Representative

FOR THE BOARD:

06/30/2025

Catherine Abene — Date
Park Board President

06/30/2025

Jennifer Ringold — Date
Secretary to the Board

APPENDIX C

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

LETTER OF AGREEMENT

Detail of Full-Time Child Care Specialist to Non-Split Shift

WHEREAS, the Minneapolis Park and Recreation Board (hereinafter "Park Board") and the AFSCME District Council No. 5, Local Union No. 3279 (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, during negotiations the Parties explored the benefits and challenges of a non-split shift Child Care Specialist position; and

WHEREAS, the Park Board is willing to detail an existing full-time Child Care Specialist into a non-split shift position through the remainder of 2025;

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows for 2025:

1) Effective the start of the first full payroll period in June 2025, the Park Board will detail one full-time Child Care Specialist into the non-split shift Child Care Specialist position.

2) The detail position will be offered to current full-time Child Care Specialists. Interested parties can submit a letter of interest to the Director of Youth and Recreation Centers and Programs for consideration.

3) The detail will expire on December 31, 2025.

4) The Parties will dedicate time in a small LMC meeting to discuss the benefits and challenges of the detail to better understand how such position benefits the operation of Rec Plus.

5) This Letter of Agreement will expire December 31, 2025.

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

FOR THE UNION:

Rachel Hoben (Jun 23, 2025 20:28 CDT) 06/23/2025

Rachel Hoben Date
AFSCME Local 3279 President

Mary Thies 06/24/2025

Mary Thies Date
Field Representative

FOR THE BOARD:

06/30/2025

Catherine Abene Date
Park Board President

06/30/2025

Jennifer Ringold Date
Secretary to the Board

FINAL 2025-2027 AFSCME 3279 Contract

Final Audit Report 2025-06-30

Created:	2025-06-23
By:	Yaneque Walker (ywalker@minneapolisparks.org)
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Transaction ID:	CBJCHBCAABAACOVbi-LLXurdkTM6eIY7oZ5LyktuS1XQ

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