**CITY OF MINNEAPOLIS**

**And**

**MINNEAPOLIS ASSOCIATION OF FIRE CHIEFS**

# LABOR AGREEMENT

## FIRE CHIEFS UNIT

**For the Period:**

**January 1, 2013 through December 31, 2014**

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**LABOR AGREEMENT**

**Between**

**CITY OF MINNEAPOLIS**

**and**

**MINNEAPOLIS ASSOCIATION OF FIRE CHIEFS**

THIS AGREEMENT (hereinafter referred to as the Labor Agreement or the Agreement) is made and entered into by and between the City of Minneapolis, a municipal corporation incorporated under the laws of the State of Minnesota (hereinafter referred to as the **City**), and Minneapolis Association of Fire Chiefs (hereinafter referred to as the **Union**). The Parties hereto agree as follows:

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.

Additionally, and in recognition of the unique circumstances under which Fire Personnel work, the Parties pledge to eliminate hostility and harassment in the workplace. The employer shall take disciplinary action and the Union shall impose sanction on any employee who, through objective means, is found to have committed such acts of hostility or harassment. Discipline and/or sanction for hostility or harassment shall not be subject to the Grievance Procedure contained in Article 5 of this Agreement. "Objective means" shall mean "determined by a body independent of the Fire Department administration." Nothing herein shall preclude an employee from exercising a right to Independent Review under Minnesota Statutes Section 179A.25 conducted pursuant to the procedures set forth in Minnesota Rules Parts 5510.5110 to 5510.5190.

## ARTICLE 1
## RECOGNITION

The City recognizes the Minneapolis Association of Fire Chiefs as the certified exclusive representative for the unit consisting of all sworn supervisory employees of the Minneapolis Fire Department above the rank of Fire Staff Captain who are employed for more than fourteen (14) hours per week or thirty-five percent (35 %) of the normal work week and more than sixty-seven (67) work days per year, excluding confidential employees, the Chief and the Assistant Chiefs of the Minneapolis Fire Department.

## ARTICLE 2
## NON-DISCRIMINATION

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

## ARTICLE 3
## STRIKES AND LOCKOUTS

### Section 3.01 - No Strike

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

### Section 3.02 - Violations by Employees

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

Any employee who violates any provision of this article may be subject to disciplinary action or discharge pursuant to the Minneapolis City Charter, Chapter 19.

### Section 3.03 - No Lockout

The City will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

## ARTICLE 4
## MANAGEMENT RIGHTS

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

## ARTICLE 5
## SETTLEMENT OF DISPUTES

**Section 5.01 - Scope**

This Article shall apply to all members of the bargaining unit, but only as to resolution of grievances and not to interest arbitration.

**Section 5.02 - Letter of inquiry**

Any employee may initiate a "letter of inquiry" for the purpose of requesting from the City or the Union information on salary, working conditions and/or benefits. The request shall be presented to the Union in writing. A Union representative shall process the letter of inquiry. Where the Union representative believes it necessary, he/she may request in writing from the Director, Employee Services such information or interpretation necessary to enable the Union to prepare a response to the inquiry. The Director, Employee Services shall respond to such request by the Union within ten (10) days of receipt. The Union will then respond to its member.

**Section 5.03 - Informal problem resolution**

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

**Section 5.04 - Grievance Procedure**

A grievance is any matter concerning the interpretation, application, or alleged violation of any currently effective agreement between the City and the bargaining unit. Grievances shall be resolved in the manner set out below. The City will cooperate with the Union to expedite the grievance procedure to the maximum extent practical.

**S**ubd. 1. Step One

To initiate a grievance, a Union representative acting on behalf of an employee shall file a written statement of the type specified in Section 5.8 with the Assistant Chief or his/her designee within the time period specified below. If the employee or the Union expressly requests a discussion with the Assistant Chief or his/her designee concerning the written grievance, such discussion shall take place promptly after filing the grievance, unless the time is mutually extended. The discussion with the Assistant Chief or his/her designee shall be held with one of the following:

**a.** The employee accompanied by a Union representative; or
**b.** The Union representative alone if the employee so requests;

Within ten (10) days after the grievance is filed or the discussion meeting concludes, whichever is later, the Assistant Chief or his/her designee shall state his/her decision in writing,

together with the supporting reasons, and shall furnish one (1) copy to the employee , one (1) copy to the Union, and one (1) copy to the Director, Employee Services. Each step one decision shall be clearly identified as a "step one decision."

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

Subd. 2. Step Two

If the step one decision is not satisfactory, a written appeal may be filed by the Union with the Fire Chief, within ten (10) days of the date of the step one decision. Upon request of the Union, a meeting shall be held between the Fire Chief, and a representative of the Union. The meeting shall be scheduled by the Fire Chief, and held within twenty (20) days after receipt of the written appeal.

The Fire Chief shall have the full authority of the City Council to resolve the grievance.

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

Subd. 3. Step Three - Regular Arbitration

Within twenty (20) days of the date of the step two decision the Union shall have the right to submit the matter to arbitration by informing the Director, Employee Services that the matter is to be arbitrated.

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

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

The arbitrator shall render a written decision and the reasons, therefore resolving the grievance, and order any appropriate relief within thirty (30) days following the close of the

hearing or the submission of briefs by the parties. The decision and award of the arbitrator shall be final and binding upon the City, the Union and the affected employee(s).

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

**Section 5.05 - Mediation**

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

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

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

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

**A.** Arbitration time frames shall be tolled during the mediation procedure; however, there shall be no additional extensions without written mutual agreement.

**B.** Grievances that have been appealed to arbitration may be referred to mediation if both the Union and the City agree.

**C.** Mediation conferences shall be scheduled in the order in which the grievance is appealed to mediation with the exception of suspension or discharge grievances, which shall have priority.

**D.** Promptly after both parties have agreed to mediate, the parties shall notify the Bureau of Mediation Services. The Bureau of Mediation Services shall arrange for the conference.

**E.** The mediation proceedings shall be informal in nature, and the goal will be to mediate up to three (3) grievances per day.

**F.** Each party shall have one (1) principal spokesperson that will have the authority to agree upon a remedy of the grievance at the mediation conference.

**G.** One (1) Grievant will have the right to be present for each grievance.

**H.** The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no transcript of the mediation conference shall be made.

**I.** The mediator may meet separately with the parties during the mediation conference. The mediator will not have the authority to compel the resolution of a grievance.

**J.** Written material presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference, except that the mediator may retain on (1) copy of the written grievance to be used solely for the purposes of statistical analysis.

**K.** If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory opinion. The opinion will involve the interpretation or application of the collective bargaining agreement and the reasons for his/her opinion. The parties may agree that no opinion shall be provided.

**L.** The advisory opinion of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.

**M.** If no settlement is reached as a result of the mediation conference, the grievance may be scheduled for arbitration in accordance with "Step Three" of the grievance procedure.

**N.** In the event a grievance that has been mediated is subsequently arbitrated, no person who served as the mediator may serve as the arbitrator. In the arbitration hearing, no reference to the mediator's advice or ruling may be entered as testimony nor may either party advise the arbitrator of the mediator's advice or ruling or refer at arbitration to any admissions or offers of the settlement made by the other party at mediation.

**O.** By agreeing to schedule a mediation conference, the City does not acknowledge that the case is properly subject to arbitration and reserves the right to raise this issue notwithstanding its agreement to schedule such a conference.

**P.** The fees and expenses of the mediator and mediation office, if any, shall be shared equally by the parties.

## Section 5.06 - Expedited Arbitration

Upon the mutual agreement of the Parties, any grievance to be arbitrated may be referred to expedited arbitration where the time frame for effective resolution is so short that the normal arbitration procedure would be untimely. Upon such referral, the Union and the City will make immediate (within twenty-four (24) hours) arrangements with the panel selected by the parties, or if none has been selected, with the Bureau of Mediation Services. The expedited arbitration procedure shall begin as soon as the Parties and the arbitrator can initiate a hearing. It shall be the specific request of both the Union and the City to have a decision within seven (7) days of the hearing, and that no briefs will be filed.

## Section 5.07 - Time Limits

Time limits, specified in this procedure may be extended by written mutual agreement of the parties. The failure of the City to comply with any time limit herein means that the Union may

automatically process the grievance to the next step of the grievance procedure. Failure of the Union or its employees to comply with any time limit herein renders the alleged violation untimely and no longer subject to the grievance procedure.

**Section 5.08 - Grievance Forms**

A grievance may be commenced by any written statement that describes or identifies: the factual basis of the dispute; the contract provisions at issue; and the name of the grievant.

**Section 5.09 - Arbitration Expenses**

The fees and expenses of the Arbitrator shall be divided equally between the Employer and the Association provided, however, that each Party shall be responsible for compensating its own representatives and witnesses. If either Party desires a verbatim record of the proceedings, it may cause such record to be made provided it pays for the cost of preparing the record. Further, if the party requesting the record requests submitting post-hearing briefs, such party shall at its cost provide a copy of the record to the other Party and to the Arbitrator.

**Section 5.10 - Election of Remedy**

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

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

## ARTICLE 6
## PAYROLL DEDUCTION FOR DUES

**Section 6.01 - Dues Deductions**

The City shall, upon request of any employee in the unit, deduct such sum as the Union may specify for the purpose of regular dues to the Union. The City shall remit monthly such deduction to the appropriate designated officer of the Union.

**Section 6.02 - Fair Share Fee Deductions**

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

**Section 6.03 - Administration**

The City shall annually select a single payroll period each month in which all membership dues and fair share fees shall be deducted. In the event an employee covered by the provisions of this Article has insufficient pay due to cover the required deduction, the City shall have no further obligations to effect subsequent deductions for the involved month.

All certifications from the Union as to the amounts of deductions to be made as well as notifications by the Union and/or bargaining unit employees as to changes in deductions must be received by the City at least fourteen (14) calendar days in advance of the date upon which the deduction is scheduled to be made in order for any change to be effected.

The City shall remit such membership dues and fair share fee deductions made pursuant to the provisions of this Article for the appropriate designated officer of the Union within fifteen (15) calendar days of the date of the deduction along with a list of the names of the employees from whose wages deductions were made.

**Section 6.04 - Time Off For Union Business**

There shall be no deduction from pay when it is necessary, as determined by the union, for designated representatives of the Union to do any of the following during the representative's regularly scheduled work shift: represent members of the bargaining unit in disciplinary or grievance proceedings (excluding arbitration) under the Agreement; or meet with representatives of the City in collective bargaining or labor-management committee meetings. Union representatives are not entitled to be paid for time spent doing any of the forgoing union activities while working hours that are compensated at the overtime rate, except in the case of unscheduled grievance or disciplinary meetings or when management has agreed in advance that the representative(s) may be compensated at the overtime rate.

"Meeting with the City representatives" shall include reasonable preparation time. No more than one representative shall be on released from duty for grievance or disciplinary proceedings and no more than five (5) representatives shall be released from duty for contract negotiations or labor management committee meetings. The Union President shall from time to time identify to the Employer in writing the names of a reasonable number of Union members who are designated to: represent employees in disciplinary or grievance proceedings; serve as members of the Union's Negotiation Team; or serve as Union representatives on the Labor Management Committee. All other necessary and reasonable time off for Union business shall be without pay

under the provisions of Minnesota Statutes §179A.07, Subd. 6 (Rights and Obligations of Employers; Time Off) unless the Union furnishes a qualified replacement employee for the bargaining unit employee who is absent on Union business to work in the absent employee's place. In such cases, the City shall not be required to pay the replacement employee and shall observe the applicable "trade" provisions of the Fair Labor Standards Act, as amended. Except for leaves of absences granted under Minnesota Statutes §179A.07, Subd. 6, time off granted for Union business purposes shall not operate to interrupt an employee's health insurance or other benefits and, in no case shall seniority be adversely affected. The provisions of Section 8.6 of this Agreement shall apply.

The representatives of the Parties shall meet and confer at the request of either of them over any concerns or problems associated with these provisions.

**Section 6.05 - Hold Harmless Provision**

The Union will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City, its officers or employees, by reason of deductions under this Article.

## ARTICLE 7
## SALARIES

**Section 7.01 - Pay Frequency**

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

**Section 7.02 - Salary Schedule Attached**

Appendix "A," which is attached hereto and incorporated herein, shall be the schedule of biweekly salaries for employees through the duration of this Agreement period.

**Section 7.03 - Pay Progressions**

Employees shall be eligible to be considered for advancement to the next higher step within the pay range for their classification, if applicable, upon the completion of each twelve (12) months of actual paid service in such classification. Such increases may be withheld or delayed in cases where the employee's job performance has been of a less than satisfactory level in which case the employee shall be notified that the increase is being withheld or delayed and of the specific reasons therefore. All such denials or delays shall be subject to review under the provisions of Article 5 (Settlement of Disputes) of this Agreement. All increases approved pursuant to this section shall be made effective on the first day of the pay period which includes the date of eligibility.

**Section 7.04 - Pay Upon Promotion/Demotion**

Subd. 1. Pay Upon Promotion

The salary of an employee who advances from one grade to a higher grade shall be set at the salary step of the schedule for the new job classification that is the closest to representing a pay increase of 5% over the salary last received by such employee in the lower classification. The provisions of this subdivision shall also be applicable whenever an employee is detailed to perform all or substantially all of the duties of a higher-paid classification. In the event that the employee becomes eligible for a step increase while serving in a detail capacity, the employee's pay will be recomputed based upon their new wage in their permanently certified title.

Subd. 2. Pay Upon Demotion

The salary of an employee who voluntarily demotes or who is demoted for disciplinary reasons shall be at the salary step at which he/she would have been in the lower job classification if he/she had been serving in such lower classification during the period he/she served in the higher classification.

**Section 7.06 - Holiday Compensation**

Employees shall be compensated at the rate of one and one-half times their regular hourly rate for all hours worked during any shift which begins on Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

## ARTICLE 8
## HOURS OF WORK AND OVERTIME

**Section 8.01 - Scope**

This Article is intended to define the normal hours of work and to provide the basis for the calculation of overtime pay. While nothing herein shall be construed as a guarantee of hours of work per day or per week, employees may be required by the City to work a reasonable amount of overtime.

**Section 8.02 - Work Schedules**

The normal work shift shall be twenty-four (24) hours of duty, and the normal workweek shall consist of an average of 54.6 hours of work. At the discretion of the City, selected employees shall have a normal work week of forty (40) hours and a normal work day of either eight (8) hours [five (5) day per week] or ten (10) hours [four (4) days per week] with the actual schedule determined by the Chief.

**Section 8.03 - Overtime Pay Defined** Overtime pay shall be calculated in accordance with the applicable provisions of the FLSA, i.e., a nonexempt employee shall be paid at the rate of one and one-half (1½) times his/her regular hourly rate of pay for all hours actually worked which exceed the Act's straight-time hours maximum during any established work period. The parties

acknowledge that the dollar amount of some items of compensation that, pursuant to the FLSA, are components of an employee's "regular hourly rate" may not be known at the time the employee works FLSA overtime (the "Additional Compensation Items"). Therefore, each year the Employer shall conduct an audit of compensable FLSA overtime hours worked by each employee for the first FLSA Work Period of the year (which begins with or includes January 1) through the last complete FLSA Work Period in the same calendar year. The first FLSA Work Period in the calendar year may include time from the previous calendar year. The Employer shall then make a year-end reconciling payment in an amount calculated as follows: the number of FLSA overtime hours worked multiplied by the "regular hourly rate" including the Additional Compensation Items, less the aggregate amount paid to the employee for FLSA overtime hours work during the audit period. "FLSA hours worked" shall be determined in accordance with the FLSA and the regulations promulgated thereunder. Such payment shall be made no later than the fourth payroll period following the completion of the audit period. With regard to an employee who separates from service prior to the end of the audit period, the reconciliation calculation and any resulting payment shall be made as soon as practical after the employee's separation from service.

**Section 8.04 - Overtime Pay Provisions**

In addition to the requirements of Section 8.4 of this Article, an employee shall be paid at the overtime rate (one and one-half (1½) times his/her regular hourly rate of pay) under the following circumstances.

Subd. 1. Overtime for Hold Over

An employee who is held over beyond the end of his/her regularly scheduled work shift shall be paid at the overtime rate for a minimum of one (1) hour. If the hold-over lasts longer than one hour, the employee shall be paid at the overtime rate for all such excess time in minimum increments of fifteen (15) minutes for all or any portion of such quarter-hour thereafter. The City shall use its best efforts under the circumstances to relieve the held over employee as soon as possible.

Subd. 2. Overtime for Early Report

An employee who is required to report in early for his/her regularly scheduled work shift shall be compensated at the overtime rate for such additional early work period calculated from the time work commences through the start time of his/her scheduled shift.

Subd. 3. Overtime for Work Other Than A Hold Over or Early Report

An employee who is called in to work at a time not immediately preceding or following his/her regularly scheduled work shift shall be compensated at the overtime rate for the greater of: such time actually worked; or four (4) hours.

The four (4) hour minimum shall not apply to voluntary meetings or sub-committee meetings that further the mission of the Department. If such meetings are outside the employee's

scheduled work shift, the employee will be paid at the overtime rate for all hours actually worked.

Subd. 4. Compensation for Certain Meetings

Employees may request that Compensatory Time be granted in lieu of pay for scheduled "Staff" meetings or scheduled "Top Management Team" meetings. Such meetings may be called at the sole discretion of the Employer. The decision to compensate employees in cash or compensatory time shall also be at the sole discretion of the Employer. When such a meeting occurs on a day that the employee is not scheduled to work, the employee shall be compensated for one and one half times the greater of: the number of hours worked, or four hours. When such meeting occurs within two hours of the end of an employee's shift, the meeting shall be considered a "hold over" and the employee shall be compensated pursuant to Subd. 2, above, for the number of hours elapsed from the end of his/her shift until the end of the meeting. No additional compensation shall be paid when the meeting falls during a time that the employee is already working. The accrual of compensatory time will be calculated in ¼ - hour increments.

Compensation paid in the form of compensatory time will be subject to the following conditions:

I. Compensatory time may only be earned by 24-hour shift personnel.

II. Employees will be limited to a compensatory time bank of not more than forty-eight (48) hours, thereafter, no additional compensatory time may be accrued and any compensation for circumstances described in this Section 8.4 will be paid in cash.

III. Unused compensatory time in excess of 24-hours will be liquidated by cash payment in the pay period that includes December 1st of each year. Unused compensatory time will also be liquidated by cash payment in the event of a change in status, - either to 40-hour status, promotion or demotion.

The official record for compensatory time will, at the discretion of the Employer, be either "Workforce Director" or the Human Resource Information System.

Subd. 5. Scheduling the Use of Compensatory Time

The use of compensatory time shall be scheduled the same as vacation, except with the following conditions:

I. Request for the use of two (2) consecutive shifts of compensatory time will require a fourteen (14) calendar day notice.

II. Request for the use of one (1) shift or less will not be denied if at least five (5) calendar days' notice is provided, unless granting such request will result in two or more members being off using compensatory time on the same shift.

III. Requests for the use of compensatory time, one (1) shift or two (2) shifts, will be granted to the most senior eligible employee, up to the limitation in "II", above.

**Section 8.05 - Duplication of Pay Prohibited**

Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

**Section 8.06 - FLSA Hours**

In the event the applicable FLSA straight-time hours maximums which were in effect at the time of this Agreement was made are diminished or increased during the life of this Agreement, this Agreement shall automatically be adjusted to accommodate the change. At the request of the City or the Union, any adverse impact shall be negotiated. In the event such negotiations fail to produce an agreement, the matter may be submitted to binding interest arbitration under the provisions of Minnesota Statutes, 179A.16, Subds. 2 through 8.

## ARTICLE 9
## UNIFORM ALLOWANCE

Effective January 1, 2008, the uniform allowance previously payable under this Article 9 shall cease to exist as a separate component of compensation; and, in lieu of the uniform allowance, the sum of $37.00 shall be added to the bi-weekly wages for all steps of all job titles on the salary schedule appended to this Agreement. Notwithstanding the elimination of the separate uniform allowance, all personnel are still expected to be professionally dressed and groomed while on duty.

## ARTICLE 10
## VACATION, SICK LEAVE AND HOLIDAY TIME OFF, AND RELATED COMPENSATION PLANS

Definitions:

A "sick leave day" is equivalent to 12 hours for sworn employees assigned to a 24-hour shift. Sworn employees normally work an average of 109.2 hours every two weeks when assigned to a 24-hour shift.

A "sick leave day" is equivalent to 8 hours for sworn employees assigned to an 8-hour shift. Sworn employees normally work 80 hours every two weeks when assigned to an 8-hour shift.

The "daily rate of pay" is one-tenth (1/10) of the bi-weekly rate.

If a sworn employee on the 24-hour shift is assigned to an 8-hour position, their accumulated sick leave hours shall be divided by 1.5 to convert to the 8-hour position accumulation.

If a sworn employee on the 8-hour shift is assigned to a 24-hour position, their accumulated sick leave hours shall be multiplied by 1.5 to convert to the 24-hour position accumulation.

**Section 10.01 - Sick Leave Accumulation and Conversion**

Sworn members of the Minneapolis Fire Department who are assigned to the 24-hour shift shall receive 144 hours of sick leave annually (6 24-hour shifts). These hours will be accrued by 24-hour shift employees on a bi-weekly basis.

Sworn members of the Minneapolis Fire Department who are assigned to an 8-hour shift shall receive 96 hours of sick leave annually (12 8-hour shifts). These hours will be accrued by 8-hour shift employees on a bi-weekly basis.

**Section 10.02 - Annual Sick Leave Credit Pay Plan**

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

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

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

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

*i. At Least Sixty (60) Days, But Less Than Ninety (90) Days.* With regard to an Eligible Employee who, as of the date of election, accumulated at least sixty days but

less than ninety days of sick leave, payment shall be made for the number of days of sick leave indicated by the employee on his/her election form based on fifty percent (50%) of the employee's regular rate of pay in effect on December 31 of the Accrual Year.

*ii. At Least Ninety (90) Days, But Less Than One Hundred Twenty (120) Days*. With regard to an Eligible Employee who, as of the date of the election, has accumulated at least ninety days but less than one hundred twenty days of sick leave, payment shall be made for the number of days indicated by the employee on his/her election form based on seventy-five percent (75%) of the employee's regular rate of pay in effect on December 31 of the Accrual Year.

*iii. At Least One Hundred Twenty (120) Days*. With regard to an Eligible Employee who, as of the date of the election, has accumulated at least one hundred twenty days of sick leave, payment shall be made for the number of days indicated by the employee on his/her election form based on one hundred percent (100%) of the employee's regular rate of pay in effect on December 31 of the Accrual Year.

Notwithstanding the forgoing, payment shall not be made in an amount greater than the value (as determined under this section) of the sick days left in the employee's bank as of December 31 of the Accrual Year.

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

**e)** Deferred Compensation. Employees, at their sole option, may authorize and direct the Employer to deposit sick leave credit pay under paragraph (c) to a deferred compensation plan or other tax qualified plan administered by the Employer provided such option is elected at the same time as the election referenced in Section 10.2(b).

**Section 10.03 - Sick Leave Separation Pay Plan**

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

(a) Payment for accrued but unused sick leave shall be made only to former employees who:

*i.* have separated from service; and

*ii.* as of the date of separation had accrued sick leave credit of no less than forty eight (48) hours; and

*iii.* as of the date of separation had:

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

**2.** who have reached sixty years of age, or

**3.** who are required to retire early because of either disability or having reached mandatory retirement age.

(b) When an employee having no less than forty eight (48) hours accrued sick leave dies prior to separation, he/she shall be deemed to have retired because of disability at the time of death, and payment for his/her accrued sick leave shall be paid to the designated beneficiary as provided in this Section.

(c) The amount payable to each employee qualified hereunder shall be one-half (½) the daily rate of pay for the position held by the employee on the day of separation, notwithstanding subsequent retroactive pay increases, for each day of accrued sick leave subject to a minimum of 48 hours and a maximum of two hundred forty (240) days.

(d) Such severance pay shall be paid in a lump sum following separation from employment but not more than sixty (60) days after the date of the employee's separation.

(e) Effective April 12, 2003 and thereafter, 100% of the amount payable under this Section shall be deposited into the Health Care Savings Account (MSRS). This deposit shall occur within thirty (30) days of the date of separation.

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

**Section 10.04 - Vacation Accrual**

Subd. 1. Eligibility: Full-Time Employees

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

(a) Credit During Authorized Leaves of Absence. Time on authorized leave of absence without pay, except to serve in an unclassified position, shall not be credited toward years of service, but neither shall it be considered to interrupt the periods of employment before and after leave of absence, provided an employee has accepted employment to the first available position upon expiration of the authorized leave of absence.

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

(c) Credit During Periods on Disability Pension. Upon return to work, employees shall be credited for time served on workers' compensation (those returning to active employment after January 1, 1996) or disability pension as the result of disability incurred on the job. Such time shall be used for the purpose of determining the amount of vacation to which they are entitled each year thereafter.

(d) Credit During Military Leaves of Absence. Employees returning from approved military leaves of absence shall be entitled to vacation credit as provided in applicable Minnesota statutes.

Subd. 2. Vacation Benefit Levels

Eligible employees shall earn vacations with pay in accordance with the following schedule:

## Employees Working a 24 Hour Shift

### For 2013

| Employees' Credited Continuous Service | Working Days' Vacation per Year |
|---|---|
| One through Seven Years | 6 Days |
| Eight through Fifteen Years | 8 Days |
| Sixteen through Twenty Years | 10 Days |
| Twenty-One or more Years | 12 Days |

### For 2014 and thereafter

| Employees' Credited Continuous Service | Working Days' Vacation per Year |
|---|---|
| One through Five Years | 6 Days |
| Six through Seven Years | 7 Days |
| Eight through Thirteen Years | 8 Days |
| Fourteen through Fifteen Years | 9 Days |
| Sixteen through Eighteen Years | 10 Days |
| Nineteen through Twenty Years | 11 Days |
| Twenty-One or more Years | 12 Days |

**Employees Working an 8 Hour Shift**

**For 2013**

| Employees' Credited Continuous Service | Working Days' Vacation per Year |
|---|---|
| One through Seven Years | 12 Days |
| Eight through Fifteen Years | 16 Days |
| Sixteen through Twenty Years | 21 Days |
| Twenty-One or more Years | 26 Days |

**For 2014 and thereafter**

| Employees' Credited Continuous Service | Working Days' Vacation per Year |
|---|---|
| One through Four Years | 96 Hours |
| Five through Seven Years | 120 Hours |
| Eight through Nine Years | 128 Hours |
| Ten through Fifteen Years | 144 Hours |
| Sixteen through Seventeen Years | 168 Hours |
| Eighteen through Twenty Years | 176 Hours |
| Twenty-One or more Years | 208 Hours |

If an employee moves from a 24-hour shift to an 8-hour shift, or vice versa, his/her vacation bank shall be converted to reflect the equivalent number of work days off.

Subd. 3. Maximum Vacation Accrual for 40 Hour Workweek Personnel

Sworn employees assigned to a 40-hour workweek are allowed to accumulate up to and including a maximum of 400 hours of vacation. Accumulated vacation leave in excess of 400 hours will not be recorded and will be considered lost. Employees assigned to a 40-hour workweek may elect to receive compensation at their regular hourly rate of pay for unused vacation up to 40 hours per year.

When an employee assigned to a 40-hour per week position is reassigned to a 56-hour per week position, the employee and the Chief or his/her designee shall meet to discuss a plan to address the employee's vacation balance. The plan shall be consistent with the following terms:

(a) If the employee has a previously approved vacation that would occur after reassignment, the employee may request and shall be allowed to convert (using the 1.4 multiplier) and retain in his/her vacation bank that portion of his/her accrued vacation necessary to take the scheduled vacation, subject to the provisions of Section 15.04;

(b) After step (a), the Chief, with consideration to the desires of the employee and the needs of the Department, shall determine how much accrued vacation should be used before the reassignment of the employee, if any, with the balance to be liquidated by cash payment based on the employee's regular rate of pay in effect prior to such reassignment;

(c) After reassignment, the employee shall be credited with the prorated portion of the paid time off (vacation/holiday/work reduction days) he/she would have earned for the portion of the year that he/she would be on the 56-hour work week, less any negative vacation balance (times the 1.4 multiplier) at the time of reassignment.

Subd. 4. Holiday and Work Week Time Off.

Each twenty-four (24) hour shift employee is entitled to: six (6) twenty-four (24) hour shifts per year as holiday time off in lieu of paid holidays; and three (3) twenty-four (24) hour shifts per year as work week reduction time off.

## Section 10.05 - Scheduling Time Off

The City reserves the right to determine the maximum number of employees in any job classification and/or in the Department to be scheduled off at any one time, day, shift or season. Such determination shall be made after the employees have made the election(s) to withhold vacation under this Section or receive compensation for vacation under 10.6. The City will meet and confer with the Union regarding the determination prior to the annual time off bid. Time off to which each twenty-four (24) hour shift employee is entitled shall be scheduled prior to January 1st of each calendar year for the ensuing calendar year. Time off shall be scheduled at such reasonable times as approved by the City with particular regard to the seniority of involved employees and the needs of the Department and, insofar as practicable, with regard to the wishes of involved employees. At the time of electing to exercise the right to receive compensation for vacation under Section 10.6, an employee may also elect to withhold one or two full 24-hour shifts from the annual time off bid.

After the annual time off bid is completed, the City will provide a monthly notice of days in which the number of employees scheduled to be off is fewer than the number allowed to be off ("underutilized days"). To ensure the accuracy of the notice, the Employer will present and discuss the underutilized days with the Union at the monthly LMC meeting, if possible, prior to

posting. The specific method of notice and the process for selection of underutilized days will be determined by the parties and periodically communicated to employees. However, once a withheld day has been granted for use on an underutilized day, the withheld day cannot be withdrawn or used to select another day off.

If a withheld day(s) is not used to take time off, the employee may elect to carry over the day(s) to the next year or convert the day(s) to sick leave. However, an employee who has more than six (6) unverified uses of sick leave during the year may not convert withheld days to sick leave.

(a) *Carryover*. If days are carried over, the number of days which may be withheld in a subsequent year is still limited to two. The number of withheld days carried over shall not increase the amount vacation for which an employee may receive an annual cash payment under Section 10.6

(b) *Conversion to Sick Leave*. The number of withheld days converted to sick leave shall not increase the amount sick leave for which an employee may receive an annual cash payment under Section 10.2.

Unless the employee has elected to convert any withheld day(s) to sick leave on or before November 15, the withheld day(s) shall be carried over.

**Section 10.06 - Vacation Credit Pay Plan.**

All bargaining unit employees shall have the option of receiving compensation for unused vacation time in accordance with the terms of this paragraph. Employees who desire to exercise this option, shall notify the Department in writing, of their desire to do so no later than thirty (30) calendar days prior to the beginning of the annual vacation scheduling procedures undertaken pursuant to the provisions of this Appendix. Vacation credit pay shall be provided to employees who have elected the option on or before the last paycheck of the involved payroll year. Employees assigned to a 24 hour shift may elect to receive compensation at their regular hourly rate of pay for unused vacation for one (1) or two (2) full twenty-four (24) hour shifts they would otherwise be entitled to take during the involved calendar year.

## ARTICLE 11
## INSURANCE BENEFITS

**Section 11.01 - Medical Insurance**

**A.** Enrollment and Eligibility. Upon proper application, permanently certified full-time employees shall be enrolled as a covered participant in one of the City's available indemnity insurance plans or one of the available Health Maintenance Organization (HMO) plans and shall be provided with the coverages specified therein. Coverage under the selected plan shall become effective no later than the first day of the calendar month immediately following the completion of thirty (30) days of employment. Eligible employees may waive coverage under the City's available indemnity insurance plans and its available HMO plans by providing written evidence satisfactory to the City that they are covered by health insurance

or has HMO coverage from another source at the time of open enrollment and sign a waiver of coverage under the City'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 City and the providers of such coverage.

**B.** Employer and Employee Contributions – Health Insurance. Employer and Employee contributions toward health insurance shall be determined pursuant to the Letter of Agreement and Benefits LMC notification letter which are attached to this Collective Bargaining Agreement and hereby incorporated by reference as Attachment "B".

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

**Section 11.02 - Life Insurance**

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

**Section 11.03 - Dental Insurance**

Permanently certified employees shall be enrolled, along with their eligible dependents in the City's group dental insurance policy and shall be provided with the coverages specified therein. Coverage shall become effective no later than the first day of the calendar month immediately following the completion of thirty (30) days of employment. The City shall pay the required premiums for the policy on a single/family composite basis.

**Section 11.04 - MinneFlex**

Employees who have established enrollment eligibility under the provisions of Section 11.01, paragraph "A" (*Enrollment and Eligibility*) of this Article, shall be provided an opportunity to participate in the City's *MinneFlex* Plan - a qualified plan which provides special tax advantages to employees under *IRS Code Section 125*. The Plan Document shall control all questions of eligibility, enrollment, claims and benefits.

## ARTICLE 12
## BULLETIN BOARDS

The City shall provide reasonable bulletin board space at work locations for use by the Union in posting notices of Union business and activities. The Union may communicate with its members regarding union business and activities via reasonable use of the City's email system. The Union shall work with the City to minimize the disruption to the City's information technology systems that may be caused by such email communications. The parties agree that the purpose of providing the Union with bulletin board space and access to the email system is to foster effective communication relating to union business and is not to serve as a soap box to air complaints, offer political commentary or exchange personal messages among co-workers. Therefore, such union communications shall not contain anything that is political, offensive, obscene or that otherwise violates the City's Employee Policy on Electronic Communication.

## ARTICLE 13
## RULES AND REGULATIONS

It is understood that the City, through its Fire Department, has the right to establish reasonable rules and regulations. The Department agrees to enter into discussion with the Union on additions to or changes in the existing rules and regulations prior to their implementation.

## ARTICLE 14
## DRUG AND ALCOHOL TESTING

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

## ARTICLE 15
## WORK ASSIGNMENTS

**Definitions**

**"Department Seniority"** means seniority based on the total time of service as an employee of the Minneapolis Fire Department, including Cadet Firefighter service. Ties in Department Seniority shall be broken by the employee's ranking on the official eligible list maintained by the Minneapolis Human Resources Department and according to the rules of the Minneapolis Civil Service Commission. Department Seniority does not include time spent working for another department within the city. The Department Seniority of Cadet Firefighters who have not completed recruit training will be determined in accordance with applicable Civil Service Rules. Department Seniority lists are maintained by the Minneapolis Fire Department.

**"City Seniority"** means seniority based on the time served as a regular full-time employee in the classified service of any city department pursuant to the Rules of the Minneapolis Civil Service

Commission. The employee's City Seniority is determined by the date in which the employee is first hired from a list of eligibles from a certification list. Ties in City Seniority shall be broken by the employee's ranking on the official eligible list maintained by the Minneapolis Human Resources Department and according to the rules of the Minneapolis Civil Service Commission.

**"Classification Seniority"** means seniority based on the time served in a particular job classification within the Fire Department. An employee's Classification Seniority shall commence on the first day of work in a job classification and shall also include time served in all higher ranking job classifications held by the employee within the Fire Department. Ties in Classification Seniority shall be broken by the employee's ranking on the eligible list maintained by the Minneapolis Human Resources Department for the classification in question and according to the rules of the Minneapolis Civil Service Commission. Classification Seniority lists are maintained by the Minneapolis Fire Department.

**"Permanent Vacancy"** means a new position in the rank(s) resulting from the situation where the previous incumbent employee is no longer entitled to return to the position or is not likely to return to the position within the following 24 months.

**Effect of disciplinary suspension on seniority**: Disciplinary suspensions in excess of 59 consecutive calendar days will be deducted in their entirety from an employee's total time served for any class of seniority. Suspensions of less than 60 consecutive calendar days will have no effect on the seniority of the involved employee.

**Section 15.01 - Bidding**

With regard to work assignments, bargaining unit employees shall be entitled to bid for assignments within their job classification on the following terms. Prior to the bid, the Employer will post a list of the available work assignments (ie., primary geographical location and work shift) at least two weeks prior to the commencement of the bid. The number and nature of the assignments shall be established by the Employer at its sole discretion. Employees shall be given the opportunity to select an available work assignment within their job classification in the order of their relative classification seniority. The bid shall be completed not less than two months prior to the beginning of the calendar year. Employees who miss their scheduled bidding time shall immediately be permitted to select an available assignment after contacting the Administration. Employees shall be allowed to make reasonable arrangements acceptable to the Employer to participate in the bid on an absentee basis such as, for example, by written proxy filed with the Department's Assistant Chief during the two (2) week notice period referenced above. Scheduling of days off pursuant to the provisions of Section 10.5 of this Agreement shall not begin until at least one (1) calendar week after the end of the published redraw schedule.

Although the parties desire to provide bargaining unit employees with a consistent work schedule and duties and an opportunity to work in assignments preferred by the employee; nothing herein shall limit the Employer's right or ability to reassign an employee after the bid when necessary to meet the legitimate business needs of the Department. To mitigate the impact on an employee, the Employer agrees that it will:

when appropriate, try to meet its needs by seeking volunteers to change work assignments;

give an employee at least 14 days' advance notice of an involuntary change in assignment;

upon the request of the employee, provide the employee with a statement of the business reason necessitating an involuntary change; and

when the reassignment causes the employee's shift to change, grant the reassigned employee days off from his/her new shift corresponding to previously granted days off from his/her old shift when the employee can reasonably demonstrate that he/she had made plans for his/her time off and that the inability to take time off during in accordance with such plans would cause a hardship to the employee. In all other cases, the Department shall use its best efforts to work with an affected employee to schedule days off at a time mutually acceptable to the Department and the employee.

## Section 15.02 - Layoffs, Bumping and Displacement

Subd. 1. Definitions

1. A "lay off" is when an employee loses his/her position due to a lack of funds or work even if the action results in the demotion of the employee rather than interruption of his/her employment.

2. "Bumping" is when an employee who is laid off exercises his/her right to take a position in a lower rank from an employee with less Classification seniority.

3. "Displacement" is when an employee who has lost his/her assignment exercises his/her right to take an assignment in the same rank from an employee with less classification seniority.

Subd. 2. Layoff by Classification Seniority

Whenever it becomes necessary because of lack of funds or lack of work to reduce the number of employees in any rank, the employees to lose their positions shall be determined by inverse classification seniority within the rank in which reductions are to be made.

Subd. 3. Notice

The Employer shall provide affected employees with at least thirty (30) calendar days' notice prior to the contemplated effective date of a reduction in the size of the work force or the elimination of assignments.

Subd. 4. Bumping Rights

Employees who have at least two (2) years of sworn Department seniority shall have the right to bump an employee of lesser Classification seniority in the next lower rank previously held permanently by the laid off employee. If the laid off employee cannot properly bump any employee in the next lower rank, such laid off employee shall have the right to bump an

employee of lesser Classification seniority in progressively lower ranks previously held permanently and satisfactorily performed by the laid off employee. In all cases, however, the bumping employee must meet the current minimum qualifications of the claimed assignment (which includes specialty assignments) and must be qualified to perform the required work.

Subd. 5. Displacement Rights

When a fire suppression assignment to which an employee has bid is eliminated or when an employee loses his/her assignment by reason of being bumped or displaced, regardless of whether the elimination results in a reduction in the number of employees in the job classification, an employee who has at least two (2) years of sworn Department seniority shall have the right to displace an employee of lesser classification seniority within his/her job classification and shift.

Subd. 6. Bumping/Displacement Process

When an event occurs that triggers bumping or displacement rights, the process shall be implemented in the following sequence:

1. The Department shall identify the positions or assignments to be eliminated;

2. The Department shall identify the employees to be laid off, if any, by inverse classification seniority;

3. The Department shall determine the number of positions that shall remain in each job classification on each shift;

4. If necessary, the Department shall balance the shifts in accordance with Section 15.01;

5. Laid off employees having bumping rights shall be given an opportunity to exercise their bumping rights.

6. Displaced employees having displacement rights shall be given an opportunity to exercise their displacement rights.

7. If a laid off or displaced employee selects a vacant assignment that has already been posted, the employee may be displaced by an employee with greater Classification seniority who timely submits a transfer request for the vacant assignment.

Notwithstanding the foregoing, family members (spouse, registered domestic partner, parent, child or sibling) may not be assigned to the same rig on the same shift. If the bumping/displacement process results in two or more family members working on the same rig on the same shift, all family members other than the one having the most Department seniority among the family members, shall move to a

different assignment on the same shift. If eligible, such less senior family members may exercise displacement rights under this Subd. 6.

Subd. 7. Personnel Returning from an 8-hour Shift

Personnel returning from an 8-hour shift assignment to a 24-hour shift fire suppression assignment shall be entitled to exercise the bumping/displacement set forth in this Section, but shall not be limited to any specific shift.

Subd. 8. Job Bank; Recall from Layoff

Employees covered by this Agreement shall be eligible to participate in the Job Bank Program pursuant to the terms and conditions as set forth in Minneapolis Code of Ordinances 20.810, et. seq. and the Job Bank Letter of Agreement. To the extent that there are provisions of this Labor Agreement that conflict with the Letter of Agreement, the Labor Agreement shall prevail.

An employee designated for layoff who accepts a position with the City that is not represented by this bargaining unit pursuant to the "Job Bank" or who suffers an interruption in employment by reason of being laid off, shall be placed on a lay off list. Notwithstanding any provision in this Agreement or Civil Service Rules to the contrary, the Employer agrees that employees shall be recalled from the layoff list in order of reverse seniority, "last in, first out."

Except as provided below, the employee shall remain on the layoff list until he/she is recalled or he/she has refused an offer to be recalled.

1) *Prerequisites to Recall.* An employee shall be eligible for recall if the following conditions are satisfied at the time of recall:

    a) The employee possesses a valid driver's license and a valid EMT Certificate. The Employer will provide the opportunity for an employee on the Layoff List to maintain his/her EMT certification.

    b) The employee is fit for duty. An employee shall be presumed fit for duty, but may be referred for a fitness for duty evaluation prior to recall based on the circumstances described in Section 23.02 of this Agreement.

    c) The employee passes a background check, if required by the Fire Chief (applicable only with regard to an employee who has been on the layoff list for more than 6 months).

2) *Conditions for Return to Active Duty Upon Recall.* An employee who is recalled must complete all training necessary to main his/her state license within 45 days of recall prior to be returned to full duty status. The Department will provided the training sessions necessary to allow the employee to meet this requirement. If the employee fails to satisfactorily

complete the training, he/she may be returned to the layoff list.

3) *Termination of Recall Rights.* An employee may be removed from the layoff list and, as a result, have his/her recall rights terminated under any of the following circumstances:

   a) the employee fails a required background check;

   b) the employee took another assignment with the City through the Job Bank, was terminated for just cause from such assignment and the termination was upheld on appeal or the employee did not contest the termination; or

   c) with regard to an employee took another assignment with the City through the Job Bank, was released from probation, the Employer petitioned the Civil Service Commission to remove the employee from the layoff list and, applying the just cause standard, the Commission determined that the employee should be removed from the layoff list.

4) *Consequences of Being Not Fit for Duty At Time of Recall.* An employee who is offered a recall but who is not fit for duty at the time of recall shall be given sixty (60) days to demonstrate that he/she can meet the physical requirements of the job. Where the employee is unable to meet the physical requirements due to a diagnosed illness or injury, the Fire Chief may extend the initial period to demonstrate fitness for duty by an additional sixty (60) days. If the employee is unable to meet the physical requirements during such initial period (including any extension by the Chief), the employee shall be removed from the layoff list and placed on a medical layoff.

5) *Consequences of Not Having a Valid Driver's License or EMT Certificate.* An employee who fails to have a valid driver's license and/or a valid EMT Certificate at the time of recall shall be passed over until the next available vacancy occurring after he/she has notified the Department that he/she has corrected the deficiency.

Nothing in this Subd. 8 is intended to supersede or limit any rights or benefits provided under applicable pension laws.

Subd. 9. Recall from Demotion

Notwithstanding any provision in this Agreement or Civil Service Rules to the contrary, the Employer agrees that any employee in the rank of Battalion Chief, Captain or FMO who is demoted by reason of being laid off, shall be placed on a demotion list. An employee placed on a demotion list shall remain on such list until he/she is returned to the rank from which he/she was demoted or he/she has refused an offer to return to such rank. When the Employer elects to fill a vacancy in the rank of Battalion Chief, Captain or FMO, it shall first fill the vacancy from an existing demotion list on a "last in, first out" basis and then, after no names remain on such

demotion list, from the list established by the examination process.

Subd. 10. Effect on Appointed Positions

Employees who hold a rank within the classified service but are serving in an appointed position within the Department cannot be displaced (*bumped*) within the meaning of this Article by other employees of the bargaining unit during the time such employees hold their appointed positions. In the event such a person is removed from his/her appointed position he/she shall have the right to return to his/her last-held civil service rank.

Subd. 11. Exceptions

The following exceptions may be observed:

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

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

Subd. 12. Days Off

For the purpose of determining the days off for an employee who changes his/her shift as a result of exercising his/her bumping rights, the exercise of bumping rights shall be treated as a transfer initiated by the Department pursuant to Section 15.01, above.

## Section 15.03 - Staffing and Supervision Guidelines

The City recognizes the need to maintain adequate staffing and supervisory levels. To this end, the City will make reasonable efforts to assure that properly qualified supervisory staff are assigned to all shifts, balanced by the need to respect the employee's need to be away from the job and the organizational need to provide growth and development opportunities for the purpose of succession.

## Section 15.04 - Hire Backs and Working Out Of Grade

When the department does not hire back in grade and instead assigns employees to work out of grade, such employees will be paid out of grade pay for all out of grade assignments twelve (12) hours in duration or greater. The compensation payable for work out of grade assignments shall be determined pursuant to Section 7.04, subd.1, in the same manner as if the employee had been promoted or detailed to the position. For the purpose of interpreting the Rules of the Civil Service Commission "Working Out of Grade" is considered synonymous to a "detail" as defined by the Rules.

## ARTICLE 16
## DISCIPLINE

### Section 16.01 - Just Cause

The City will discipline employees who have completed the required probationary period only for just cause.

### Section 16.02 - Appeals

A suspension, written reprimand, demotion or discharge of an employee who has completed the required probationary period may be appealed through the grievance procedure as contained in Article 5 *(Settlement of Disputes)* of this Agreement.

### Section 16.03 - Investigative Procedure

Interviews of personnel will, to the extent possible, be conducted in the following manner:

(a) Advance notification of the interview will be given to the employee. This notice will generally be at least 2 hours. This time may be less if Union representation is working the same shift.

(b) Individuals notified for an investigative interview will be notified whether they are the subject of the investigation or a witness.

(c) All individuals will be afforded the ability to have Union representation regardless if they are the subject of the investigation or a witness.

(d) Interviews will be conducted, to the extent feasible, during shifts that the individuals being interviewed are working.

(e) Just prior to the interview, a brief description of the issue(s) will be given to the employee to be interviewed. A short period of time (10-15 minutes) will be granted to the employee to confer with Union representation if they so desire.

(f) Subjects of investigations or witnesses shall not discuss the investigation with anyone other than Union or Legal representatives. Retaliation against any witness or person making allegations is prohibited and may subject the violator to additional disciplinary action.

(g) The Investigator may tape record the interview but will do so if the employee requests. If the interview is to be tape recorded, a transcript will be prepared and the employee will be given an opportunity to review the transcript and make any corrections. At the employee's request he/she will be given a copy of the final signed transcript.

## ARTICLE 17
## CIVIL SERVICE RULES

### Section 17.01 - General

The City and the Union agree that they will actively support, for the term of this Agreement, before the Minneapolis Civil Service Commission and otherwise, existing Civil Service Rules relating to affirmative action and other matters covered by the Rules, except to the extent such rules are contrary to the terms of this Agreement.

### Section 17.02 - Selection of Certified Eligibles: District Chiefs

When the Department requests a list of certified eligibles to fill a vacant position covered by this Agreement, the three (3) highest ranking eligibles on the list of eligibles, shall be certified to the appointing authority for selection. However, if State Law establishes a different number to be certified, the number established by the State Law shall be used. Any of the eligibles certified to the appointing authority may be selected to fill the involved vacant position.

### Section 17.03 - Probationary Periods

Notwithstanding the provisions of the Minneapolis Civil Service Rules, employees promoted to Battalion Chief shall serve a probationary period of six months of active payroll status, excluding sick leave and/or time spent on Workers Compensation. At the discretion of the Fire Chief, an employee's probationary period may be extended for 3-months with prior notification, including reasons, to the employee and the Union. If a Battalion Chief is removed from such position during the probationary period, the employee may not grieve removal from the position of Battalion Chief but shall be returned to his/her last held Civil Service position. If discipline is imposed in addition to removal from the position, such discipline is grievable.

## ARTICLE 18
## LABOR-MANAGEMENT COMMITTEE

During the life of this Agreement, the Parties shall periodically meet through their Joint Labor-Management Committee to discuss matters of mutual interest and concern. Said committee shall adopt bylaws to effectuate the purposes of: a) improving the relationship between and among the City, the Union and Fire Department personnel, b) increasing the quality of service provided to the citizens of the City of Minneapolis by Department personnel, and c) improving the efficiency with which such service is provided.

The Labor-Management Committee will have two (2) standing agenda items: 1) budget and its impact on operations, and 2) permanent vacancies and the plans for such vacancies. If these items are not addressed for any three (3) consecutive months, the Union may notify the Director of Employee Services and request the Labor-Management Committee be convened to address the issue(s). Upon such a request, the Director of Employee Services will schedule a Labor-Management Committee meeting, which will occur within thirty (30) days of the request.

Notwithstanding the provisions of this Article 19, Civil Service Rule 9.03 remains in effect and is not superseded or modified by this Agreement. Accordingly, the Civil Service Commission retains jurisdiction over disputes relating to the interpretation or application of Civil Service Commission Rule 9.03.

## ARTICLE 19
## SAVINGS CLAUSE

The Parties agree to abide by all Federal laws, the laws of the State of Minnesota, the Minneapolis City Charter, and the rules and regulations of the Minneapolis Civil Service Commission. Any provisions of this Agreement held to be contrary to law by a court of competent jurisdiction from which final judgment or decree no appeal has been taken within the time provided by law shall be void. All other provisions shall continue in full force and effect.

## ARTICLE 20
## WORK PLACE ENVIRONMENT

The Employer and the Union reaffirm their commitment to encourage and maintain a work environment which is hospitable to all employees, managers and supervisors. To that end, the Employer and the Union shall continue to refine a formal *alternative dispute resolution* (ADR) system for the purpose of managing conflict resolution systems and/or to provide coaching and training to employees, managers, and supervisors in conflict resolution techniques.

## ARTICLE 21
## MILEAGE REIMBURSEMENT

Effective May 1, 2013, employees will be reimbursed for miles driven in their personal vehicle when ordered by a supervisor to travel for business purposes after reporting for duty. The reimbursement shall be at the IRS rate and payable provided: the employee submits documentation includ**ing** the date, the departure location and destination, miles of trip (using MapQuest), and the business reason for the travel; and such documentation is submitted within 60 days of the occurrence for which reimbursement is claimed.

## ARTICLE 22
## HEALTH CLUB MEMBERSHIP ELIGIBILITY

### Section 22.01 - Eligibility

All bargaining unit employees, except those whose eligibility is revoked, are eligible for a single membership at the facility selected pursuant to the terms of this Article. The club membership dues for all eligible employees shall be paid by the Employer. For the purposes of this provision, eligibility is limited to only those employees listed as "active", e.g. receiving wage compensation or accrued sick/vacation payment, on the first of each month. Employees who separate from

service with the Department during a calendar year by reason of retirement shall continue to be eligible for membership for the remainder of the calendar year in which such retirement becomes effective. The Employer and the Union shall use their best and reasonable efforts to select a Primary Facility that is mutually agreeable to both Parties. In order to control its costs, the Employer may solicit bids or proposals from potential providers. The selection of the successful bid or proposal shall be made by the Employer after conferring with the Union.

**Section 22.02 - Periodic Medical Examinations**

Medical examinations of bargaining unit employees will be performed as per OSHA requirements. Whether or not participating in the fitness evaluation under Section 22.03, employees will fill out a medical questionnaire for review by the City Physician. This questionnaire is required to be cleared to wear an S.C.B.A. Follow up with the Physician could be necessary based on the answers given on the questionnaire. This program will meet the OSHA medical requirements that Firefighters demonstrate each year that they can perform the duties of interior structural firefighting.

**Section 22.03 - Physical Fitness Evaluation**

Subd. 1. General Evaluation Protocol.

All employees promoted into the bargaining unit after December 31, 2007 will complete a fitness evaluation every two (2) years in the same years as the promoted employees covered under the Labor Agreement between the City and Local 82 for the Fire Fighters Unit. Employees promoted into the bargaining unit prior to January 1, 2008, may, but shall not be required, to take the fitness evaluation when offered to promoted members of the Firefighters bargaining unit.

The fitness evaluation will consist of a measure of the employee's muscle strength (e.g., arms, legs, and hands), muscle power (e.g., vertical jump), muscle endurance (e.g., push up/pull up/sit up/wall sit or squat test), flexibility (e.g., sit & reach) and cardiovascular or aerobic capacity.

Prior to the employee's scheduled evaluation, he/she will be required to complete a risk assessment questionnaire (PAR-Q). This questionnaire will initially be reviewed by the exercise physiologist who will determine the appropriate evaluation protocol.

When the employee is determined fit to undergo the evaluation, such evaluation will be conducted in private while the employee is on duty at predetermined dates identified by the Employer. Employees will follow the instructions given to them regarding the evaluation.

An employee may be excused from taking the evaluation on the scheduled date if it falls on the date of the employee's scheduled vacation or if the employee requests to be excused due to an existing illness or injury. In cases where such existing illness or injury is not incurred in the line of duty, the limited duty and administrative leave provisions set forth below shall not be applicable. The evaluation shall be rescheduled as soon as possible by the Employer after the employee's illness or injury has healed.

The evaluation will result in the preparation of a report to the employee of his/her fitness level relative to fire fighters of like age and gender from a national test sample and, where appropriate, the preparation of a recommended regimen by an exercise physiologist for the purpose of assisting the employee in improving his/her fitness. The Employer will receive an aggregate summary of the fitness level of all employees relative to Firefighters of like age and gender from a national test sample. Data from employees who participate in an alternative method of evaluation (e.g. step-test or predicted formula) will result in the preparation of a report to the Employer describing the total number of employees evaluated by each alternative method. No individual data, such as the employee's name, age, gender and evaluation outcome will be provided or made accessible to the Employer.

Subd. 2. Fitness to Undergo Evaluation

If the employee cannot complete the evaluation or if the exercise physiologist or other person administering the evaluation (collectively the "Evaluation Administrator") determines prior to or during the evaluation that proceeding with or completing the evaluation could pose a risk to the health of the employee, the employee will be notified that he/she should be examined by a doctor. Such notification shall be in writing and shall contain a description of the condition to be evaluated by the doctor and the physical requirements of the position. The Employer will not be notified of the referral to the doctor or the underlying reasons for the referral provided that the employee submits to the Evaluation Administrator within thirty (30) days of the referral notice documentation from a physician that he/she is cleared to proceed with the evaluation. After the employee provides documentation from a physician that he/she is cleared to take the evaluation, the Evaluation Administrator will then reschedule the evaluation as soon thereafter as is practical.

If the employee chooses, he/she may obtain such medical clearance at no cost by seeking reimbursement from the Fire Department for the out-of-pocket expenses (those not covered by insurance) from his/her own physician or by being examined by the City's physician. The Employer will obviously learn of the existence of the referral (but not of the details of the medical exam) if the employee is seeking to have the Employer pay for the exam, however there will be no adverse consequences to the employee if he/she is cleared to take the evaluation. The employee may also report the condition to the Employer at any time before the expiration of the thirty (30) day period if the employee becomes concerned that the condition puts him/her at risk in performing his/her regular duties, thereby invoking the provisions of Subd. 3, below.

Subd. 3. Fitness for Duty

If the employee does not submit to the Evaluation Administrator within thirty (30) days of the referral notice documentation that he/she is cleared by a physician to take the evaluation, the Evaluation Administrator will notify the Employer that the employee was unable to take or complete the evaluation for medical reasons. If the Evaluation Administrator or the employee notifies the Employer of a condition that is of a nature that would put the employee at risk if he/she were performing his/her regular duties, the employee may be restricted from returning to full-duty and, if so restricted, shall be placed, at the discretion of the Chief, on a limited duty assignment or paid administrative leave pending examination of the employee. The employee

shall be examined by a physician of his/her choice for a determination as to the employee's fitness for full duty. The employee may also choose to be examined by the City's physician at no cost to the employee. If the employee is examined by his/her own physician, the Employer will reimburse the employee for any out-of-pocket expenses incurred as a result of the initial fitness evaluation, to the extent not covered by the employee's health insurance. Subsequent out-of-pocket medical expenses, if any, relating to the treatment of any condition identified by the employee's physician or the City's physician shall be borne by the employee. If the employee does not submit to an initial examination within fourteen (14) days of the date he/she is relieved of full-duty or if the employee fails to cooperate in submitting to any necessary subsequent examinations in a timely manner, the Chief may terminate the limited duty or administrative leave status and place the employee on unpaid leave, subject to the ability of the employee to use accrued time banks (sick leave or vacation). In order to return to full duty, the employee must produce documentation from his/her physician in a form acceptable to the Employer that the employee is cleared to resume full-duties. The Employer reserves the right to require an evaluation by the City's physician before allowing the employee to return to full duty.

If the employee becomes subject to work restrictions that prevent him/her from performing normal firefighting duties, and if such employee is not ready to return to normal firefighting duties within six months after such restrictions were imposed, the Department may terminate the limited duty assignment and designate the employee for placement on a medical layoff. If an employee is designated for placement on a medical layoff, the employee shall be entitled to exhaust his/her sick leave, vacation or other paid-time bank before the layoff becomes effective and may seek other employment within the City.

Subd. 4. No Conflict With Workers' Compensation Laws

Nothing in this Section 22.03 shall be construed to be in conflict with any rights or obligations of the Employer or employee under applicable Workers Compensation laws or regulations. If such conflict arises, the Workers Compensation laws and regulations shall prevail.

When an employee has been placed on a medical layoff, the employee's recall from layoff shall be governed by Rule 12 of the Minneapolis Civil Service Rules; subject to the employee establishing his/her ability to return to normal firefighting duties. Generally, if the period of time an employee is reasonably expected to be off the job is less than six months, a leave without pay may be more appropriate

## Section 22.04 - Health Club Memberships

Subd. 1. Eligibility

All employees covered by this agreement are eligible for a single membership at the facility selected pursuant to the terms of this Agreement (the "Primary Facility"). The club membership dues for all eligible employees shall be paid by the City.

Subd. 2. Club Usage

After each calendar quarter (March 31, June 30, September 30, December 31) the Employer may cancel the club membership of an employee who does not use the Primary Facility or an Alternate Facility an average of six (6) times per month during the three-month period. The Employer shall advise the employee before the cancellation become effective. An employee may request a waiver if he/she was temporarily unable to use the facility due to illness, injury or other compelling circumstances. However, the consideration of a waiver is solely at the discretion of the Employer and is not grievable.

Subd. 3. Reinstatement

After an employee's membership to the Primary Facility or to an Alternate Facility has been cancelled pursuant to Subd. 2., above, and after a 90-day waiting period following the effective date of cancellation, he/she may request reinstatement on a form to be supplied by the Department. If an employee has previously had his/her club membership cancelled and was subsequently reinstated, to be reinstated at a future date, the employee must pay a reinstatement fee of $50.00. Reinstatement shall be effective upon the next Entry Date as referenced in Section 22.04, subd.2.

Subd. 4. Membership Upgrades

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

Subd. 5. Selection of Primary Facility

The Primary Facility shall be one that is mutually agreeable to the City and the Union. In order to control its costs, the City may solicit bids or proposals from potential providers of the Primary Facility upon first obtaining the Union's approval as to the specifications of the solicitation for bids or the request for proposals, however, the selection of the successful bid/proposal shall be made jointly by the City and the Union.

Subd. 6. Alternate Facilities

The City and Union shall, by mutual agreement, establish and maintain a list of participating health club facilities (the "Approved List"). An employee may elect to opt out of the membership to the Primary Facility and instead maintain a membership at any facility on the Approved List (the "Alternate Facility"). Such an election shall become effective on the next Entry Date (the effective date of membership at the beginning of each calendar quarter) after the election and continue in effect until the next Entry Date after the employee revokes such election or ceases to be eligible for the benefit. All elections and revocations may be made only once per year, must be made in writing and must be delivered to the Department not less than one month before the applicable Entry Date. An employee who elects to maintain a membership at an Alternate Facility shall be entitled to reimbursement from the City in an amount up to the annual cost of a single membership to his/her choice of Alternate Facility. The reimbursement shall be

funded as follows: solely by the City to the extent of the amount paid by the City per employee for a single membership to the Primary Facility; and the balance, if any, from any Sick Leave Credit Pay designated by the Employee pursuant to Section 10.02.

Subd. 7. No Use On Duty

No employee may use the Primary Facility or alternate facility while on duty.

## ARTICLE 23
## FITNESS FOR DUTY

### Section 23.01 - Statement of Policy and Purpose

The Minneapolis Fire Department and its employees know that the performance of fire suppression and life safety duties is inherently demanding and that such duties are sometimes performed under dangerous conditions and/or in a stressful environment. It is, therefore, important to the Department for the safety of its employees and the public to ensure that all personnel in the service of the Department are medically, psychologically and emotionally fit for duty. It shall be the policy of the Minneapolis Fire Department to require fitness for duty examinations in accordance with the provisions set forth herein.

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

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

### Section 23.02 - Circumstances Requiring Fitness-For-Duty Examinations

The Chief or Assistant Chief of the Fire Department may require an employee to be examined under this policy in the circumstances described below:

(a) Where there exists a reasonable cause to believe, based upon specific observations and facts that an employee may not be medically, psychologically or emotionally fit to perform the essential functions of the position to which he or she is assigned. Such reasonable suspicion must be based upon information provided to a supervisor that the employee is currently exhibiting conduct which reasonably demonstrates that the employee may be suffering from a physical or psychological condition which prevents the employee from effectively performing

his/her duties and upon a reasonable assessment or investigation by the Chief or his/her designee as to the reliability and/or legitimacy of such information;

(b) Where an employee is returning to active service after a leave of absence without pay or similar absence or where the employee has been outside of the Department's observation or control for a period longer than six (6) calendar months.

(c) Where an employee is returning to active service after a serious illness, injury or medical condition whether or not the employee's personal physician has placed restrictions on the employee's job-related activities.

(d) Where an employee has been involved in an incident where the potential for physical or psychological trauma to the employee was significant.

(e) Where the employee contends he/she is not medically, psychologically or emotionally fit for duty.

The provisions set forth in paragraphs (b) and (c) above shall not apply to psychological evaluations. A physician evaluating the physical fitness for duty may refer an employee for a psychological evaluation pursuant to the provisions of Section 23.04 below.

**Section 23.03 - Directives To Be Examined; Notice**

At the time an employee is required by the Department to undergo a fitness for duty examination, the Chief or Assistant Chief shall inform the employee of the reason(s) for the examination and shall provide the employee with a detailed summary of the information provided by the Department to the examining physician or other licensed medical provider. Except as described below in cases involving psychological examinations, refusal to submit to a required fitness for duty examination shall subject the employee to disciplinary action. In such cases, the employee shall not be permitted to work until the fitness for duty examination has been conducted and a fitness for duty finding has been made.

**Section 23.04 - Psychological Evaluations; Reasonable Basis; Appeals**

In accordance with the holding of the Minnesota Court of Appeals in *Hill v. City of Winona,* an employee may challenge the basis upon which the Chief or Assistant Chief relied in making the referral for the psychological evaluation before the employee shall be required to submit to a psychological fitness for duty evaluation pursuant to Section 23.02 (a). Such a dispute shall not be subject to the grievance procedures set forth in Article 5 of this Agreement, but instead shall be resolved by the procedure set forth herein. The dispute shall be referred to an appeal committee consisting of the President of the Union plus two persons designated by him/her and the Chief of the Department and two persons designated by him/her. The Committee shall review all the information available to the Chief regarding the referral for the evaluation for the purpose of determining whether the factual basis for the referral is accurate and whether the referral is necessary. The Committee may seek additional information or refer the matter back to the Chief for further investigation. The Committee shall have the authority to make a final

determination regarding the underlying facts upon which the referral was based and regarding whether the referral is necessary. Decisions of the Committee shall be by consensus. The Committee may seek outside assistance in the event it is having difficulty reaching a consensus. If a consensus cannot be reached on the issue of the underlying facts, the decision of the Union President, after seeking and considering input from the Committee members, shall be final and binding. If a consensus cannot be reached on the issue of whether the fitness for duty exam is necessary, the decision of the Fire Chief, after seeking and considering input from the Committee members, shall be final and binding.

**Section 23.05 - Examining Physicians; Costs**

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

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

Notwithstanding the fact that the Employer is paying for the cost of the exam, the relationship between the employee and the doctor shall be that of "doctor and patient" and shall be subject to all applicable federal and state laws governing the confidentiality of medical information.

**Section 23.06 - Adverse Findings; Appeals**

Where it is determined that an employee is not fit for duty, the examining physician shall prepare a written report which includes the following:

(a) A specific diagnosis of the employee's condition and the reasons why such problem renders the employee unfit for duty;

(b) A statement as to whether the employee, with reasonable accommodation, is able to perform the essential functions of the job;

(c) A specific treatment plan, if any; and

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

The employee shall sign an appropriate release, if deemed necessary by the examining physician, in order to authorize the doctor to disclose to the Chief the forgoing information. A copy of the examining physician's written report shall be provided to the Chief of the Department and to the employee unless the examining physician or other licensed medical provider documents with reasonable specificity that disclosure of the information in the report is likely to cause harm to the employee or to others. In such cases, the information shall be handled and/or disclosed in a manner consistent with prevailing medical and/or legal authority.

In the event the employee disagrees with the determination of the examining physician or other licensed medical provider that he/she is not medically, psychologically, or emotionally fit for duty, the employee may submit medical information from a physician or other licensed medical provider of his/her own choosing. The employee shall be responsible for all costs associated with the second opinion that are not otherwise covered by the employee's medical insurance. Where the employee's physician and the Department's physician have issued conflicting opinions concerning the employee's fitness for duty, the Department and Union shall encourage the two physicians to confer with one another in an effort to resolve their conflicting medical opinions. If they are unable to do so within fifteen (15) calendar days after the date of the second opinion, the dispute concerning the employee's fitness for duty may be submitted by the Union to a neutral examining physician or other licensed medical provider (the "Neutral Examiner")

The Union and the Department shall establish one list of not less than three qualified Neutral Examiners who shall all have expertise regarding psychological or emotional disorders and one list of not less than three qualified Neutral Examiners who shall all have expertise regarding physical illnesses or injuries. All Neutral Examiners shall be qualified to opine as to the employee's fitness to engage in fire suppression and life safety duties. When the services of a Neutral Examiner become necessary, the referral to the Neutral Examiner must be made within thirty (30) calendar days after the date of the opinion from the employee's physician or licensed medical provider and the employee shall select the Neutral examiner from the established list. If no such referral is timely made, the determination by the City doctor shall be final and binding. Further, if the employee timely makes the referral but fails to make the selection of the Neutral Examiner within five (5) business days after the services of the Neutral Examiner are deemed necessary, the Employer may select the Neutral Examiner from the panel.

The Neutral Examiner may make a determination based on the files and records of the City's and Employee's respective doctors. In addition, if the Neutral Examiner determines it necessary, the employee shall be directed to submit to an evaluation by the Neutral Examiner. The decision of the Neutral Examiner shall be final and binding on the parties. If the Neutral Examiner determines that the employee is not fit for duty, he/she shall issue a written report to the parties which includes the information specified above. To the extent not covered by insurance, the cost of the Neutral Examiner shall be split equally between the City and the Union. The dispute resolution procedures outlined herein shall not apply to Workers' Compensation cases

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

**Section 23.07 - Layoff for Medical Reasons.**

When an employee who has been found to be not fit for duty has exhausted his/her sick leave, vacation, and compensatory time banks, the employee may be laid off for medical reasons until he/she is again capable of resuming the duties. The employee's recall from layoff shall be

governed by Section 15.02; however, the Department may require a satisfactory medical report from the City's health services provider before re-employment. Generally, if the period of time an employee is expected to be off the job is less than six months, a leave without pay may be more appropriate.

## ARTICLE 24
## LEAVES OF ABSENCE

### Section 24.01 - Budgetary Leave

Notwithstanding any provision of the Labor Agreement, Civil Service Rules, or the policies of the Employer to the contrary, so long as this Agreement remains in effect, an employee may request an unpaid leave of absence under the terms of this Section. The request shall be granted unless the Chief, in his/her discretion, determines that such leave would be contrary to the legitimate business needs of the Department. Reasons for any denial shall be provided to the employee. Additionally, leaves may be cancelled upon an Emergency declaration by the Chief, but shall be sensitive to circumstances of the employee.

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

During such budgetary leave of absence, an employee shall continue to accrue vacation, sick leave and seniority and the Employer shall continue to pay the Employer's portion of any health or life insurance premiums in effect with regard to such employee immediately prior to the commencement of such leave. Similarly, the employee shall continue to pay any monthly employee portions in order to maintain benefit levels.

### Section 24.02 - Bereavement Leave

A leave of absence of three calendar days shall be granted in the event of the death of an employee's spouse, registered domestic partner within the meaning of Minneapolis Code of Ordinances Chapter 142, child, stepchild, son-in-law, daughter-in-law, parent, stepparent, father-in-law, mother-in-law, brother, sister, stepbrother or stepsister, grandparent or grandchild, or members of employees' households. For purposes of this Section, these terms shall be applied as if the employee's registered domestic partner were his/her spouse. The leave shall be taken for any one of the following scenarios at the discretion of the employee: the day of the funeral and the two days preceding the funeral; the day of the funeral and the day before and the day after the funeral; or the day of the funeral and two days after the funeral. The leave of absence shall be paid leave with regard to any scheduled work days missed as a result of the leave.

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

**Section 24.03 - Union Business Leave**

Subd. 1. Union Conventions/Conferences

The Employer will release up to three (3) Union Board members to attend the following events:

(a) MPFF annual convention and MALTS conference

(b) IAFF convention

(c) IAFF Redmond conference

(d) IAFF Legislative conference

(e) IAFF ATLS conference

Subd. 2. Regular Monthly Union Meetings

The Employer will release all Board members to attend regular monthly board meetings and monthly membership meetings (one 24-hour shift per month per Board member).

Subd. 3. National Firefighter Memorial Ceremony

The Employer will release up to 4 union members (honor guard members) to attend the annual National Firefighter Memorial ceremony.

Subd. 4. Financial Responsibility For Union Leave

For each of the events described in subdivisions 1., 2. and 3. of this Section 24.03, the union member will be released from duty with pay and the Employer will bear the cost of hiring a replacement, if any. The Employer shall not be responsible for paying or reimbursing the member or the Union for any costs associated with attending such events, such as the cost of any travel expenses, program fees, meals, lodging or other expenses for attending a convention or activity.

Subd. 5. Filling Vacancies Caused By Union Leave

The Employer may assign employees to fill in for employees excused for Union Leave first by seeking volunteers from the "hours owed" list, then assigning employees from the "hours owed" list, then by seeking volunteers from the "hire back" list, then by assigning employees from the "hire back" list. Work will be allocated to volunteers or assigned based on order the employee(s) appear on the applicable list. The Union shall notify the Employer of anticipated

absences for Union Leave as soon as practical, but in no event less than 90 days prior to the event. Work opportunities shall be posted and volunteers sought at least 60 days prior to the event. Work may be assigned if not claimed by a volunteer at least 45 days prior to the event. When work is assigned, the assignments will be made and the affected employee(s) notified at least 30 days prior to the date on which the employee(s) is to work. Hours worked by employees from the "hours owed" list will be credited on an hour for hour basis. Hours worked by employees from the "hire back" list will be compensated the same as any other form of hire back.

**Section 24.04 - Family and Medical Leave**

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

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

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

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

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

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

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

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

b. Eligibility - Employees are eligible for family and medical leaves if they have accumulated at least twelve (12) months employment service preceding the request for the leave and they must have worked at least one thousand forty-four (1,044) hours during the twelve (12) month period immediately preceding the leave. Eligible spouses or registered domestic partners who both work for the Employer will be granted a combined twelve (12) weeks of leave in any twelve (12) months when such leaves are for the purposes referenced in clauses (i) and (iii) above.

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

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

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

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

g. Reinstatement - Upon the expiration of family and medical leaves, employees will be returned to an equivalent position within their former job classification. Additional leaves of absence without pay described elsewhere in this Agreement may be granted by the Employer within its reasonable discretion, but reinstatement after any additional leave of absence without pay which may have been granted by the Employer in conjunction with family and medical leaves, is subject to the limitations set forth in this Article 24.

## ARTICLE 25
## TUITION REIMBURSEMENT

The Employer shall reimburse an employee for the cost of tuition paid to a post-secondary institution that is incurred for class credits toward a degree that is required by the employer as a

condition to: retain a position held by the employee; or be eligible to take an exam or be selected for promotion to a position within the bargaining unit. The Employer may, in its sole discretion, reimburse employees for the cost of tuition paid to a post-secondary institution for class credits toward degrees other than those required by the Employer provided such reimbursement decisions are made fairly based on written criteria promulgated by the Employer. No reimbursement shall be made under this Article for any class, unless the employee attains at least a "C" or equivalent passing grade in the class.

## ARTICLE 26
## DURATION AND EFFECTIVE DATE

**Section 26.01 - Term of Agreement and Renewal**

This Agreement shall be effective as of January 1, 2013 and shall remain in full force and effect to and including December 31, 2014, subject to the right on the part of the City or the Union to open this Agreement by written notice to the other Party not later than May 15, 2014. Failure to give such notice shall cause this Agreement to be renewed automatically for a period of twelve (12) months from year to year.

**Section 26.02 - Post-Expiration Life of Agreement**

In the event such written notice is given and a new Agreement is not signed before the expiration date of the old Agreement, then said Agreement is to continue in force until a new Agreement is signed.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGE TO FOLLOW**

## SIGNATORY PAGE

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

**FOR THE CITY:**

_____

Timothy O. Giles Date
Director, Employee Services

**FOR THE UNION:**

_____

Mark Lakosky Date
President, MAFC

**APPROVED AS TO FORM:**

_____

Assistant City Attorney Date
For City Attorney

_____

Joe Mattison Date
Secretary

**CITY OF MINNEAPOLIS:**

_____

Spencer Cronk Date
City Coordinator

_____

Jim Michels Date
Legal Counsel

**COUNTERSIGNED:**

_____

Finance Officer Date

## ATTACHMENT "A"

## MEMORANDUM OF AGREEMENT ON
## Drug and Alcohol Testing

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

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

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

2. **WORK RULES**

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

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

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

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

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

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

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

3. **PERSONS SUBJECT TO TESTING**

All employees are subject to testing under applicable sections of this Agreement. However, no person will be tested for drugs or alcohol under this Agreement without the person's consent. The Employer can request or require an individual to undergo drug or alcohol testing **only under the circumstances described in this Agreement**.

## 4. CIRCUMSTANCES FOR DRUG OR ALCOHOL TESTING

A. **Reasonable Suspicion Testing.** The Employer may, but does not have a legal duty to, request or require an employee to undergo drug and alcohol testing if the Employer or any supervisor of the employee has a reasonable suspicion (a belief based on specific facts and rational inferences drawn from those facts) related to the performance of the job that the employee:

1. Is under the influence of drugs or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery, or equipment; or

2. Has used, possessed, sold, purchased or transferred drugs, alcohol or drug paraphernalia while the employee was working or while the employee was on the Employer's premises or operating the Employer's vehicle, machinery or equipment (other than in connection with the employee's official duties); or

3. Has sustained a personal injury as that term is defined in *Minnesota Statutes* §176.011, Subd. 16, or has caused another person to die or sustain a personal injury; or

4. Was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident resulting in property damage or personal injury and the Employer or investigating supervisor has a reasonable suspicion that the cause of the accident may be related to the use of drugs or alcohol.

More than one Agent of the Employer shall be involved in determinations under subsections A.1. and A.2. of this Section 4.

The mere request or requirement that an employee be tested pursuant to subparagraph 3 or 4,above , does not constitute an admission by the employer or the employee that the employee has caused an accident or death or injury to another nor does it create or establish any legal liability for the employer or the employee to another person or entity.

**B. Treatment Program Testing –** The employer may request or require an employee to submit to drug and alcohol testing if the employee is referred for chemical dependency treatment by reason of having a positive test result under this Agreement or is participating in a chemical dependency treatment program under an employee benefit plan. In such case, the employee may be required to submit to drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following notification that he/she will be subjected to Treatment Program Testing.

**C. Unannounced Testing by Agreement.** The employer may request or require an employee to submit to drug and alcohol testing without prior notice on terms and conditions established by a written "last-chance" agreement between the Employer and employee's collective bargaining representative.

**D. Testing Pursuant to Federal Law.** The employer may request or require an employee to submit to testing as may be necessary to comply with federal law and regulations. It is the intent of this LOA that federal law preempts both state drug and alcohol testing laws and City policies and agreements. If this Agreement conflicts with federal law or regulations, federal law and regulations shall prevail. If there are conflicts between federal regulations and this Agreement, attributed in part to revisions to the law or

changes in interpretations, and when those changes have not been updated or accurately reflected in this policy, the federal law shall prevail.

## 5. REFUSAL TO UNDERGO TESTING

A. **Right to Refuse** - Employees have the right to refuse to undergo drug and alcohol testing. If an employee refuses to undergo drug or alcohol testing requested or required by the Employer, no such test shall be given.

B. **Consequences of Refusal** - If any employee refuses to undergo drug or alcohol testing requested or required by the Employer, the Employer may subject the employee to disciplinary action up to and including discharge from employment.

C. **Refusal on Religious Grounds** - No employee who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds shall be deemed to have refused unless the employee also refuses to undergo alternative drug or alcohol testing methods.

D. **Failure to Provide a Valid Sample with a Certified Result** –Failure to provide a Valid Sample with a Certified Result shall constitute a refusal to undergo drug or alcohol testing under this Section 5. A "failure to provide a Valid Sample with a Certified Result" means: 1) failing to provide a valid sample that can be used to detect the presence of drugs and alcohol or their metabolites; 2) providing false information in connection with a test; 3) attempting to falsify test results through tampering, contamination, adulteration, or substitution; 4) failing to provide a specimen without a legitimate medical explanation; and 5) demonstrating behavior which is obstructive, uncooperative, or verbally offensive, and which results in the inability to conduct the test.

## 6. PROCEDURE FOR TESTING

A. **Notification Form** - Before requesting an employee to undergo drug or alcohol testing, the Employer shall provide the individual with a form on which to (1) acknowledge that the individual has seen a copy of this *Drug and Alcohol Testing Agreement*, and (2) indicate consent to undergo the drug and alcohol testing.

B. **Collecting the Test Sample** - The test sample shall be obtained in a private setting, and the procedures for taking the sample shall ensure privacy to employees to the extent practicable, consistent with preventing tampering with the sample. All test samples shall be obtained by or under the direct supervision of a health care professional.

C. **Testing the Sample.** The handling and testing of the sample shall be conducted in the manner specified in Minn. Stat. §181.953 by a testing laboratory which meets, and uses methods of analysis which meet, the criteria specified in subdivisions.1, 3, and 5 of that statute.

D. **Thresholds.** The threshold of a sample to constitute a positive result alcohol, drugs, or their metabolites is contained in the standards of one of the programs listed in MN Statute §181.953, subd. 1. The employer shall, not less than annually, provide the unions with a list or *access to a list* of substances tested for under this Agreement and the threshold limits for each substance. In addition, the employer shall notify the unions of any changes to the substances being tested for and of any changes to the thresholds at least thirty (30) days prior to implementation.

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

## 7. RIGHTS OF EMPLOYEES

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

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

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

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

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

E. The right of an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the Employer not to be discharged unless the employee has been determined by a Minnesota Licensed Alcohol and Drug Counselor (LADC) or a physician trained in the diagnosis and treatment of chemical dependency to be chemically dependent and the Employer has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with a Minnesota LADC or a physician trained in the diagnosis and treatment of chemical dependency, and the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion;

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

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

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

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

or acquired information;

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

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

## 8. ACTION AFTER TEST

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

A. **Positive Test Result.** Where there has been a positive test result in a confirmatory test and in any confirmatory retest (if the employee requested one), the Employer will do the following unless the employee has furnished a legitimate medical reason for the positive test result:
**1. First Offense** - The employee will be referred for an evaluation by an LADC or a physician trained in the diagnosis and treatment of chemical dependency. If that evaluation determines that the employee has a chemical dependency or abuse problem, the Employer will give the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with an LADC or a physician trained in the diagnosis and treatment of chemical dependency. If the employee either refuses to participate in the counseling or rehabilitation program or fails to successfully complete the program, as evidenced by withdrawal or discharge from the program before its completion, the Employer may impose discipline, up to and including discharge.

**2. Second Offense** - Where an employee tests positive, and the employee has previously participated in one program of treatment required by the Employer, the Employer may discharge the employee from employment. In determining the appropriate level of discipline for a second offense, the Employer shall consider the employee's employment history and the length of time between the first and second offense.

B. **Suspensions and Transfers.**

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

2. **Pending Results of Confirmatory Retest. Confirmatory retests of the original sample are at the employee's own expense.** When an employee requests that a confirmatory retest be conducted, the employer may place the employee on unpaid leave, place the employee on paid investigatory leave or

transfer the employee to another position at the same rate of pay provided the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other City employees, or the public. An employee placed on unpaid leave may use his/her accrued and unused vacation or compensatory time during the time of leave. An employee who has been placed on unpaid leave must be made whole if the outcome of the confirmatory retest is negative.

3. **Rights of Employee in Event of Work Restrictions.** In situations where the employee is not allowed to remain at work until the end of his/her normal work day pursuant to this paragraph B, the Employer may not prevent the employee from removing his/her personal property, including but not limited to the employee's vehicle, from the Employer's premises. If the employer reasonably believes that upon early dismissal from work under this paragraph the employee is about to commit a criminal offense by operating a motor vehicle while impaired by drugs or alcohol, the Employer may advise the employee that 911 will be called if the employee attempts to drive or call 911 before dismissing the employee from work so that a law enforcement officer may determine whether the employee is able to operate a motor vehicle legally. This Agreement is not applicable with regard to any such determination by a law enforcement officer.

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

D. **Treatment Program Testing -** The Employer may request or require an employee to undergo drug and alcohol testing pursuant to the provisions of Section 4.B.

## 9. **DATA PRIVACY**

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

## 10. **APPEAL PROCEDURES**

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

B. Concerning disciplinary actions taken pursuant to this Drug and Alcohol Testing Agreement, available Civil Service Commission appeal procedures are as follows:

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

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

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

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

## 11. **EMPLOYEE ASSISTANCE**

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

## 12. **DISTRIBUTION**

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

## 13. **DEFINITIONS**

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

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

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

or state criminal drug statutes.

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

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

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

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

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

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

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

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

L. ***Individual*** means a natural person.

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

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

O. ***Medical Review Officer*** means a physician certified by a recognized certifying authority who reviews forensic testing results to determine if a legitimate medical reason exists for a laboratory result.

P. ***Positive Test Result*** means a finding of the presence of alcohol, drugs or their metabolites in the sample tested in levels at or above the threshold detection levels as published by the employer pursuant to Section 6 D of this Agreement.

Q. ***Reasonable Suspicion*** means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

R. ***Under the Influence*** means having the presence of a drug or alcohol at or above the level of a positive test result.

S. ***Valid Sample with a Certified Result*** means a body component sample that may be measured for the presence or absence of drugs, alcohol or their metabolites.

**THE PARTIES** have caused this Amendment to be executed by their duly authorized representative whose signature appears below:

**FOR THE EMPLOYER:**

_____

Timothy O. Giles Date
Director, Employee Services

**FOR THE UNION:**

_____

Mark Lakosky Date
President, MAFC

**CITY OF MINNEAPOLIS**
**NOTIFICATION AND CONSENT FORM FOR DRUG AND ALCOHOL TESTING (REASONABLE SUSPICION) AND DATA PRACTICES ADVISORY**

I acknowledge that I have seen and read the City of Minneapolis *Drug and Alcohol Testing LOA*. I hereby consent to undergo drug and/or alcohol testing pursuant to said LOA, and I authorize the City of Minneapolis through its agents and employees to collect a sample from me for those purposes.

I understand that the procedure employed in this process will ensure the integrity of the sample and is designed to comply with medicolegal requirements.

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

The purpose of collecting a sample is to test that sample for the presence of drugs and alcohol. A sample provided for drug and alcohol testing will not be tested for any other purpose. The name, initials and social security number of the person providing the sample may be requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result will be requested by the Medical Review Officer (MRO) to ensure that the test is reliable and to determine whether there is a legitimate medical reason for any drug, alcohol, or their metabolites in the sample.

The MRO may only disclose to the City of Minneapolis test result data regarding presence or absence of drugs, alcohol, or their metabolites, in a sample tested. The City of Minneapolis or laboratory may not disclose the test result reports and other information acquired in the drug testing process to another employer or to a third party individual, governmental agency, or private organization without the written consent of the person tested, unless permitted by law or court order. Evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation, or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed as required by law, court order, or subpoena. Positive test results may not be used as evidence in a criminal action against the employee tested.

| | |
|---|---|
| _____ | _____ |
| Name (Please Print or Type) | Social Security Number |
| _____ | _____ |
| Signature | Date and Time |
| _____ | _____ |
| Witness | Date and Time |

**ATTACHMENT "B"**

**CITY OF MINNEAPOLIS**

**And**

**MINNEAPOLIS ASSOCIATION OF FIRE CHIEFS**

## LETTER OF AGREEMENT
## 2012-2013 Health Care Insurance

**WHEREAS,** the City of Minneapolis (hereinafter "Employer") and the Minneapolis Fire Chiefs Association (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

**WHEREAS,** the Parties desire to provide quality health care at an affordable cost for the protection of employees, which requires a modification to the current Collective Bargaining Agreement as it relates to the funding of Health Care beginning in 2012 and

**NOW, THEREFORE BE IT RESOLVED,** that the parties agree as follows for the period January 1, 2012 through December 31, 2013:

1. The City will offer a medical plan through Medica Insurance Company ("Medica"). Employees can elect to enroll in one of three provider networks. Medica Elect and Medica Essential are managed care models and Medica Choice is an open access model.

2. Effective January 1, 2012, the monthly premium for family medical coverage will equal 3.2 times the premium for single medical coverage. Effective January 1, 2013, the monthly premium for family medical coverage will equal 2.8 times the premium for single medical coverage.

3. Effective January 1, 2012, Medica will establish a dual medical premium system that will provide wellness program incentives. The monthly medical premiums for subscribers who complete the required wellness program by August 31 of the preceding year (the "completer premiums") will be lower than the premiums for subscribers who do not complete the required wellness program (the "non-completer premiums"). The required wellness program will consist of the following components of the My Health Rewards by Medica [SM] program: health assessment, eight health topics and goals and the completion of two phone calls with a Medica health coach, if the employee received an invitation to health coaching.

4. Monthly employee medical contributions for 2012 and 2013 will be determined as follows:

    a. For employees who complete the required wellness program by August 31 of the preceding calendar year and who enroll in the Medica Elect or the Medica Essential network, monthly medical plan contributions will increase over monthly medical plan contributions in effect for the previous calendar year by a percentage equal to one-half of the overall medical premium increase percentage.

b. For employees who complete the required wellness program by August 31 of the preceding calendar year and who enroll in the Medica Choice network effective, monthly medical plan contributions will increase over monthly medical plan contributions in effect for the previous calendar year by a percentage equal to the overall medical premium increase percentage.

c. For employees who do not complete the required wellness program by August 31 of the preceding calendar year, monthly medical plan contributions will equal the difference between the non-completer premiums, as determined by Medica, and the City's contributions towards the premiums for employees who complete the required wellness program. However, such difference in the employee portion of the premium payable by non-completers relative to completers shall not exceed $30 per month for single coverage or $100 per month for family coverage.

d. Upon becoming eligible for health insurance coverage, newly enrolled employees shall initially pay the same employee contribution toward monthly premium as is payable by employees who do not complete the wellness program requirements. If the newly enrolled employee completes the wellness program requirements within 60 days of becoming eligible for health insurance coverage, the employee's portion of the monthly premium will be reduced to the employee contribution amount payable by employees who complete the wellness program requirements. Such reduction shall be effective the first of the month following the 60-day deadline and shall remain in effect for the plan year in which the employee was enrolled and for the following plan year. Thereafter the employee must satisfy the wellness program requirements applicable with regard to subsequent plan years. If the newly enrolled employee does not complete the wellness program requirements within 60 calendar days of the commencement of his/her coverage, the employee's portion of the monthly premium will continue at the "non-completer" amount and shall remain at that level for the remainder of the year in which he/she was enrolled and until the beginning of a subsequent plan year for which the employee did satisfy the wellness program requirements applicable to such subsequent plan year.

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

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

7. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the City or, at the City's discretion, from a third party administrator in accordance with the conditions contained in the Plan. Representatives of the City and up to three representatives selected by the Minneapolis Board of Business Agents shall constitute the VEBA Investment Committee which shall meet not less than annually to review the assets and investment options for the Trust.

8. The City shall pay administration fees for Plan members who are current employees and other expenses pursuant to the terms of the Plan. Plan members who have separated from

service will be charged an administration fee of $1.50 per month beginning the January 1st of the calendar year following the year in which they experience a one year break in service.

9. The City will make a contribution to the Plan in the annual amount of $1,080.00 for employees who elect single coverage and $2,280.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such City contribution shall be made in monthly installments equal to one-twelfth (1/12) of the designated amount and shall be considered to be contract value in the designated amount.

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

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

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

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

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

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

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

**FOR THE EMPLOYER:** **FOR THE UNION:**

Timothy O. Giles Date
Director, Employee Services

Mark Lakosky Date
President, MAFC

**CITY OF MINNEAPOLIS**

**And**

**MINNEAPOLIS ASSOCIATION OF FIRE CHIEFS**

**LETTER OF AGREEMENT**
**Amending 2012-2013 Health Care Insurance**

**WHEREAS,** the City of Minneapolis (hereinafter "Employer") and the (Bargaining Unit) (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force (the "CBA"); and

**WHEREAS,** the Parties previously entered into a Letter of Agreement for the purpose of providing quality health care at an affordable cost for the protection of employees for the period from January 1, 2012 through December 31, 2013 (the "2012-2013 Health LOA"); and

**WHEREAS**, the Parties have agreed to amend the 2012-2013 Health LOA to ease the administrative burden of integrating newly hired employees into the health plan maintained by the Employer.

**NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:**

Paragraph 4 of the 2012-2013 Health LOA is hereby amended by adding a new subparagraph e to read as follows:

1. The following shall apply to employees who become newly eligible for health insurance coverage on or after July 1, 2012:

    i. *Employees who become newly eligible for health insurance coverage during the period from July 1, 2012 through December 31, 2012.* Upon becoming eligible for health insurance coverage, newly enrolled employees shall, for 2012 and 2013, pay the same employee contribution toward monthly premium as is payable by employees who complete the wellness program requirements (the "Completer Rates").

    ii. *Employees who become newly eligible for health insurance coverage after December 31, 2012.* After 2012, new employees shall be treated in the following manner:

        - Newly enrolled employees who are benefit eligible on or before July 1st of a calendar year will pay the Completer Rates for the remainder of the calendar year in which they are hired. If the employee completes the wellness program requirements by August 31st of the year of hire, he/she

will continue to pay the Completer Rates for the duration of the subsequent calendar year. If the employee does not complete the wellness program requirements by August 31st of the year of hire, he/she will pay the "non-completer" rates during the subsequent year;

- Newly enrolled employees who are benefit eligible after July 1st, of a calendar year will pay the lower "completer" rates for the remainder of the calendar year in which they are hired and for the duration of the subsequent calendar year.

2. The 2012-2013 Health LOA and the CBA remain in full force and effect, except as expressly modified by this Agreement.

**THE PARTIES** have caused this Amendment to be executed by their duly authorized representative whose signature appears below:

**FOR THE EMPLOYER:**

Timothy O. Giles Date
Director, Employee Services

**FOR THE UNION:**

Mark Lakosky Date
President, MAFC

**CITY OF MINNEAPOLIS**

**And**

**MINNEAPOLIS ASSOCIATION OF FIRE CHIEFS**

## LETTER OF AGREEMENT
## 2014 Health Care Insurance

**WHEREAS,** the City of Minneapolis (hereinafter "Employer") and the Minneapolis Association of Fire Chiefs (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

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

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

1. The City will offer a medical plan through Medica Insurance Company ("Medica"). Employees can elect to enroll in one of three provider networks. Medica Elect and Medica Essential are managed care models and Medica Choice is an open access model.

2. Medica will continue a dual medical premium system that provides incentives for wellness program participation. The monthly medical premiums for subscribers who complete 2013 wellness program points by August 31, 2013 (the "wellness premiums") will be lower than the premiums for subscribers who do not complete 300 wellness program points by August 31, 2013 (the "standard premiums"). The 2013 wellness program requirements are described the *New and Improved! My Health Rewards by Medica* $^{SM}$ brochure which is attached hereto and incorporated herein as Appendix A.

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

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

4. For the period January 1, 2014 through December 31, 2014, the City will pay $1,369.07 per month for employees who elect family coverage under the medical plan.

5. The City will continue the Health Reimbursement Arrangement ("the Plan") which was established January 1, 2004 to provide reimbursement of eligible health expenses for

participating employees, their spouse and other eligible dependents; and the Voluntary Employees' Beneficiary Association Trust (the "Trust") through which the Plan is funded.

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

7. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the City or, at the City's discretion, from a third party administrator in accordance with the conditions contained in the Plan. Representatives of the City and up to three representatives selected by the Minneapolis Board of Business Agents shall constitute the VEBA Investment Committee which shall meet not less than annually to review the assets and investment options for the Trust.

8. The City shall pay administration fees for Plan members who are current employees and other expenses pursuant to the terms of the Plan. Plan members who have separated from service will be charged an administration fee of $1.50 per month beginning the January 1st of the calendar year following the year in which they experience a one year break in service.

9. The City will make a contribution to the Plan in the annual amount of $1,080.00 for employees who elect single coverage and $2,280.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such City contribution shall be made in monthly installments equal to one-twelfth (1/12) of the designated amount and shall be considered to be contract value in the designated amount.

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

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

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

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

absent a subsequent agreement, the City shall bear 82.5% of any generalized medical premium rate increase and the employees shall bear 17.5% of any generalized medical premium rate increase, as determined by Medica.

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

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

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

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

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

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

**FOR THE CITY OF MINNEAPOLIS:**

_____

Timothy O. Giles Date
Director, Employee Services

**FOR THE UNION:**

_____

Mark Lakosky Date
President, MAFC

**CITY OF MINNEAPOLIS**

**And**

**MINNEAPOLIS ASSOCIATION OF FIRE CHIEFS**

## LETTER OF AGREEMENT
## Amending 2012-2013 and 2014 Health Care Insurance

**WHEREAS,** the City of Minneapolis (hereinafter "Employer") and The Minneapolis Association of Fire Chiefs (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

**WHEREAS,** the Parties previously entered into Letters of Agreement for the purposed of providing quality health care at an affordable cost for the protection of employees for the period from January 1, 2012 through December 31, 2013 (the "2012 - 2013 Health LOA" and for the period January 1, 2014 through December 31, 2014 (the "2014 Health LOA");

**WHEREAS**, the Employer and the Union have agreed to amend the 2012 - 2013 Health LOA and the 2014 Health LOA to ensure that the City of Minneapolis Health Reimbursement Arrangement (the "Plan") complies with certain provisions of the Patient Protection and Affordable Care Act.

**NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:**

1. The second paragraph of Section 9 of the 2012 - 2013 Health LOA shall be amended to read as follows

   In the event of a forfeiture required pursuant to 5.8 (a) of the Plan, following the death of a member who has no surviving spouse or qualified dependents, the amount forfeited shall be allocated to reduce future claims administration and Plan administrative expenses paid by the Employer.

2. The third and final paragraph of Section 9 of the 2014 Health LOA shall be amended to read as follows

   In the event of a forfeiture required pursuant to 5.8 (a) of the Plan, following the death of a member who has no surviving spouse or qualified dependents, the amount forfeited shall be allocated to reduce future claims administration and Plan administrative expenses paid by the Employer.

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

**FOR THE EMPLOYER:**

Timothy O. Giles Date
Director, Employee Services

**FOR THE UNION:**

Mark Lakosky Date
President, MAFC

**ATTACHMENT "C"**

**CITY OF MINNEAPOLIS**

**And**

**MINNEAPOLIS ASSOCIATION OF FIRE CHIEFS**

## LETTER OF AGREEMENT
## Job Bank and Related Matters

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

## GENERAL PROVISIONS

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

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

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

## JOB BANK PROCESS AND PROCEDURE

### I. Job Bank Assignment

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

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

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

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

## II. Job Bank Activities

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

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

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

the minimum qualifications for the position.

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

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

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

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

provisions of subparagraph a. iii., above, shall apply as if the reassignment had been a transfer.

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

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

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

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

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

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

3. During their assignment to the Job Bank, affected employees will be provided an opportunity to meet with the Employer's Placement Coordinator to discuss such matters as available employment opportunities with the Employer, skills assessments, training and/or retraining opportunities, out-placement assistance and related job transition

subjects. Involvement in these activities will be at the discretion of the employee. Further, affected employees will be granted reasonable time off with pay for the purpose of attending approved skills assessment, training and job search activities. Displaced certified temporary employees are eligible for the benefits described in this paragraph. These services shall be provided to the Job Bank employee at no cost to the employee.

## III. Layoff, Bumping and Retirement Considerations

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

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

   The terms of this provision relating to the continuation of insurance benefits will expire on December 31, 2014. The City Council must take specific action to extend these terms relating to the continuation of insurance benefits if the City Council wants those specific insurance benefits to apply to laid off employees after December 31, 2013.

3. If eligible, affected employees may elect retirement from active employment under the provisions of an applicable pension or retirement plan. In such event, affected employees will be eligible for any available Retirement Incentive that is agreed to by the Parties.

**IV. Dispute Resolution.** Disputes regarding the application or interpretation of this Agreement are subject to the grievance procedure under the Labor Agreement between the parties, except as specifically provided here. A dispute regarding the application or interpretation of this Agreement that needs to be resolved during an employee's time in the Job Bank may be submitted to the Job Bank Steering Committee. The decision of the Job Bank Steering Committee will be binding on the parties. Submission to the Job Bank Steering Committee shall not preclude the filing of a grievance on the issue. However, the decision of the Steering Committee shall be admissible in an arbitration hearing on such grievance.

The provisions of this *Letter of Agreement* associated with the Job Bank Program shall become effective upon the approval of the Employer's Council and Mayor. The Job Bank procedures outlined herein shall be observed after the negotiated termination date of the Labor Agreement between the Parties, and expire on December 31, 2014.

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

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

**FOR THE EMPLOYER:**

_____

Timothy O. Giles Date
Director, Employee Services

**FOR THE UNION:**

_____

Mark Lakosky Date
President, MAFC

**ATTACHMENT "D"**

**CITY OF MINNEAPOLIS**

**And**

**MINNEAPOLIS ASSOCIATION OF FIRE CHIEFS**

# MEMORANDUM OF AGREEMENT
## Sick Leave and Emergency Time Off

## RECITALS

A. The City of Minneapolis ("Employer") and the Minneapolis Association of Fire Chiefs ("Union") are parties to a collective bargaining agreement that remains in full force and effect (the "CBA").

B. Consistent with Rule 15 of the Minneapolis Civil Service Rules, sick leave is to be used only when the employee or a family member dependent upon the employee for care is suffering from an illness or injury that precludes the employee from being able to work. Use of sick leave under any other circumstances is not acceptable and contributes to staffing and/or financial problems that adversely impact all employees, the Department and the citizens of Minneapolis.

C. The Employer and Union acknowledge that various unforeseen situations can arise in an employee's life which may require his/her absence from work under circumstances that are not adequately covered by existing types of paid-leave benefits. In the past, the lack of a means to accommodate such occurrences has caused employees to report off on sick leave to attend to such matters even though the use of sick leave is not appropriate.

D. During the course of negotiations for the successor to the CBA, the Employer and Union reached an agreement to try a new form of paid time off on the terms and conditions set forth below in order to accommodate certain emergencies and allow employees to be honest about the reason(s) they need to be excused from work.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

## AGREEMENT

1. Notwithstanding the provisions of Section 10.1 of the CBA, effective as of the first day of the 2013 payroll year, sworn members of the Minneapolis Fire Department who are assigned to the 24-hour shift shall receive 120 hours of sick leave annually (5 24-hour shifts) and 24 hours of Emergency Time Off.

2. Emergency Time Off ("ETO") may be requested by an employee as a means for obtaining paid time off for an event that:

a. was unforeseen at the time of the bid for scheduled time off (vacation, holidays and work reduction days); and

b. either prevents the employee from being able to report for or remain at work, or reasonably requires the presence of the employee.

ETO is created only for the purpose of accommodating these unforeseen events and does not constitute additional vacation or any other means for an employee to take additional discretionary time off without cause.

3. Requests for ETO shall be made to the employee's immediate supervisor as soon as the circumstance is known to the employee and in no event, other than the involuntary incapacitation of the employee, after the commencement of the employee's scheduled shift. ETO may not be used retroactively to cover for an employee who is AWOL. A supervisor may deny a request for ETO or require verification of the circumstances if the supervisor reasonably believes that the conditions specified in paragraph 2, above, are not satisfied.

4. An employee may use ETO for up to 24 hours per year. However, regardless of the time absent, an employee may not use ETO more than four times per year.

5. ETO is not intended to supplant voluntary trades among employees or arrangements with the Employer to reschedule vacation time. Employees are strongly encouraged to use such alternate means to obtain time off whenever possible and before requesting ETO.

6. Following the end of the payroll year in which the ETO is accrued, any unused ETO will be converted to Sick Leave and added to the Employee's sick leave bank.

7. This agreement will expire on the last day of the 2014 payroll year, but shall automatically renew for successive terms of one year each unless either party notifies the other in writing of the intention to terminate the agreement not less than sixty (60) days prior to the end of the payroll year.

8. The CBA and Rule 15 of the Civil Service Rules remain in full force and effect, except as expressly modified herein.

**FOR THE EMPLOYER:**

Timothy O. Giles Date
Director, Employee Services

**FOR THE UNION:**

Mark Lakosky Date
President, MAFC

**ATTACHMENT "E"**

**CITY OF MINNEAPOLIS**

**And**

**MINNEAPOLIS ASSOCIATION OF FIRE CHIEFS**

## MEMORANDUM OF UNDERSTANDING
## Contract Related Matters "To Do"

This Memorandum of Understanding is made and entered by and between the City of Minneapolis (the "Employer") and the Minneapolis Association of Fire Chiefs (the "Union") to be included as part of the collective bargaining agreement between the Employer and the Union for the period from January 1, 2013 to December 31, 2014. (the "Labor Agreement").

During the negotiations of the Labor Agreement, the parties agreed that they would undertake the following tasks and/or continue to meet and confer on the following issues in a timely manner. The parties further agree that, unless the parties enter into a written agreement signed by both of them which modifies or clarifies the Labor Agreement, the parties shall continue to be bound by the expressed terms and conditions of the Labor Agreement with regard to such issues.

The tasks to be undertaken and the issues about which the parties shall continue to meet and confer are:

### Emergency Time Off (ETO)

The Employer and Union will meet to discuss the development and implementation of the following tasks relating to ETO:

- Training for employees and supervisors on purposes and appropriate uses of ETO
- Educating employees and supervisors regarding existing verification procedures
- Adopt guidelines and procedures for considering requests for ETO to improve consistency in application
- Improving the working culture so employee will better work together to staff shifts (report on time, willingness to hold over, willingness to trade, etc.)

## Reorganization and Restatement of Labor Agreement

The Employer and Union will meet to discuss the reorganization of the provisions of the Labor Agreement to make the document easier to understand and administer.

**FOR THE EMPLOYER:**

Timothy O. Giles Date
Director, Employee Services

**FOR THE UNION:**

Mark Lakosky Date
President, MAFC