



**2021- 2022**

**LABOR AGREEMENT**

**BETWEEN**

**THE CITY OF ST. CLOUD AND**

**AFSCME Council 65, LOCAL NO. 748, Chapter 1, AFL-CIO**

**(GENERAL UNIT)**

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## **LABOR AGREEMENT**

### **Article 1 - Purpose of Agreement**

This Agreement is entered into between the City of St. Cloud, hereinafter called the “Employer,” and the American Federation of State, County and Municipal Employees Council 65, Local No. 748, Chapter, 1, AFL-CIO, hereinafter called the “Union.”

The intent and purpose of the agreement is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

### **Article 2 - Non-Discrimination**

The Employer and the Union will not discriminate against any employee because of age, sexual orientation, sex, race, color, nationality, religious or political belief, or because of participation or nonparticipation in Union affairs.

This Article 2 shall be interpreted in accordance with applicable federal and state law.

In the administration of this Agreement, the Employer and Union will provide reasonable accommodations to qualified employees with a disability and to employees based upon their religious tenets. The need for and extent of such accommodations shall be determined by the Employer in accordance with its interpretation of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964.

The rights of individual employees to present their own requests or process their own grievances or to be represented by an attorney or by the Union shall not be impaired by this agreement provided the established grievance procedure is followed.

### **Article 3 - Definitions**

3.1 Base Pay Rate means the employee's hourly pay rate exclusive of longevity or any other special allowance.

3.2 Benefit-Eligible Employee means an employee who is scheduled to work 30 or more regular hours per week, 12 months a year. For part time employees, see Article 16.1.

3.3 Class means one or more positions sufficiently similar with respect to duties and responsibilities that the same descriptive title may be used with clarity to designate each position allocated to the class, that the same general qualifications are needed for performance of the duties of the class, that the same tests of fitness may be used to recruit employees, and that the same schedule of pay can be applied with equity to all positions in the class under the same or substantially the same employment conditions.

3.4 Classified Service means the positions covered by Civil Service as provided for in the City of St. Cloud Home Rule Charter.

3.5 Compensatory Time means time off with pay in lieu of monetary payment for overtime worked.

3.6 Continuous Operations means those functions that are required to operate on a 24-hour per day, 7-day per week basis, and shall include Police, Fire and Public Utilities functions.

3.7 Departments means the primary organizational units of the Employer, as defined by the Administrative Code.

3.8 Division means a branch of a department of the Employer's service.

3.9 Employee means a member of the exclusively recognized bargaining unit.

3.10 Employer means the City of St. Cloud, Minnesota.

3.11 Full-Time Employee means an employee who is scheduled to work 40 regular hours per week.

3.12 Intern Employee means an individual who is currently enrolled in an institution of higher learning and performs duties that are temporary, for a period not to exceed six months. This time period may be extended by mutual agreement between the Employer and the Union. Unpaid internships shall be exempt from this section.

3.13 Layoff means separation from service with the Employer necessitated by lack of work, lack of funds, reduction in hours, or other reasons without reference to incompetence, misconduct, or other behavioral considerations.

3.14 Overtime means work performed at the express authorization of the Employer in excess of a scheduled shift.

3.15 Part-Time Employee means an employee who is scheduled to work less than 40 regular hours per week, but more than 14 hours per week.

3.16 Permanent Employee means an employee in the classified service who has successfully completed a probationary period.

3.17 Position means any specific office, employment or job calling for the performance of certain duties and for exercise of certain responsibilities by one individual.

3.18 Probationary Period means a working test period during which an employee is required to demonstrate his fitness for the position to which he/she is appointed by actual performance of its duties.

3.19 Reallocation means a reassignment, or change in allocation of an individual position by raising it to a higher class, or moving it to another class on the same level, on the basis of significant changes in the kind, difficulty, or responsibility of the work performed in such position.

3.20 Reassignment means the assignment of an employee to the same job title within the same Department.

3.21 Retirement means leaving the Employer's service and being eligible to draw Public Employee Retirement Association benefits.

3.22 Return to Duty means the return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned shift. An extension of an early report to an assigned shift is not a return to duty.

3.23 Seniority means the total length of continuous service from first date of hire after gaining permanent employee status.

3.24 Temporary and Seasonal Employee means an employee whose position is less than 67 working days in any calendar year; or less than 100 working days in any calendar year and who is under the age of 22, is a full-time student enrolled in a nonprofit or public educational institution prior to being hired by the Employer, and has indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as a student during or after employment, pursuant to Minn. Stat. §179A.03, Subd. 14(a)(6).

3.25 Transfer means a change by an employee from one position to another position of the same class in another department without examination.

3.26 Union is the American Federation of State, County and Municipal Employees, Council No. 65, Local No. 748, Chapter 1, AFL-CIO.

3.27 Work Rules means departmental regulations relating to working conditions.

#### **Article 4 – Recognition**

The Employer recognizes the Union as the Exclusive Representative for employees of the City of St. Cloud, St. Cloud, Minnesota who are public employees within the meaning of the Minnesota Public Employment Labor Relations Act, as amended, excluding confidential, supervisory, essential and professional employees.

In accordance with Minn. Stat. 179A.03 Subd 14, public employee includes:

(a) part-time employees whose service exceeds the lesser of 14 hours per week or 35 per cent of the normal work week in the employee's appropriate unit;

(b) employees whose positions are not basically temporary or seasonal in character and:

(1) are more than 67 working days in any calendar year; or

(2) are more than 100 working days in any calendar year and the employees are under the age of 22, are full-time students enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after employment.

#### **Article 5 - Union Security**

In recognition of the Union as the exclusive representative, the Employer shall:

5.1 Union Dues. Deduct each payroll period an amount sufficient to provide the payment of dues and any other union approved deductions established by the Union from the wages of all employees authorizing in writing such deduction, or fair share fee assessment.

5.2 Deduction from Bi-Weekly Payroll. Such deductions shall be divided equally between the checks of each month.

5.3 Payment to Union. All sums so deducted shall be remitted to the Union Treasurer together with a list of the names of employees from whose pay deductions were made.

5.4 Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the above provisions.

5.5. Stewards. Employees selected by the Union to act as Union representatives shall be known as stewards. The names of employees selected as stewards, elected as officers of the bargaining unit and local, and the names of staff consultants who may represent employees will be certified in writing to the Employer by the local Union. For any meeting with the Employer, the Union will be represented by a committee of not more than seven (7), selected from the ten (10) stewards and four (4) officers, plus a staff representative.

5.6 Negotiations Through Designated Representatives. The parties agree that all negotiations will be conducted exclusively between the designated representatives of the Employer and the Union. Neither party will make any effort to bypass the spokesman of the other party during the period of negotiations.

5.7 Grievance Committee. The Employer will meet at mutually agreed upon times with a Grievance Committee for the purpose of discussing procedures for avoiding future grievances and other issues which would improve the relationship between the parties.

5.8 Selection of Stewards. The stewards shall be selected by work areas as follows:

Park and Recreation - two (2)

Public Works/Public Utilities:

Street Division - two (2)

Refuse Service - one (1)

Water Plant - one (1)

Disposal Plant - one (1)

Collection/Distribution - one (1)

Airport – one (1)

Fire Department & City Hall - one (1)

Police Department - one (1)

Community Facilities:

River's Edge Convention Center – one (1)

Municipal Athletic Complex (MAC) – one (1)

A steward may investigate grievances only in the area assigned to him/her except in cases where he/she is on leave, in which case the employee may select any steward to represent him/her.

5.9 Union Business. No Union business will be performed on the Employer's time other than as required to represent Union members in the grievance procedure. The Union must attempt to secure permission from the Department Head or his/ her designated representative in order to contact any employee on the Employer's time. A Union staff representative may assist a steward to process or investigate a grievance.

5.10 Work Rules. Work rules may be reviewed at the request of the Grievance Committee in conference with the City Administration and the Department Head. All work rules shall be posted on departmental bulletin boards. All changes in work rules except in emergency shall be posted at least five (5) working days in advance of their effective date.

5.11 Notices to Union. The President of the Union will be furnished notices of all examinations for new employment and promotional opportunities.

5.12 Bulletin Board. Each department shall furnish adequate bulletin board space for use by the Union for the following purposes: Union elections, Union social functions, notices of Union meetings, and such other material as approved by the Department Head. Stewards shall be responsible for the bulletin boards in their own departments.

5.13 Existing Positions. The Employer will not replace existing Union positions with unclassified or non-union employees.

5.14 Outsourcing. The Employer will provide advanced, written notice to the Union of its intent to contract or outsource service that are currently performed by bargaining unit employees.

**Article 6 - Employer Security**

6.1 No Strikes. The Union agrees that during the life of this agreement it will not cause, encourage, participate in or support any strike, slow down, other interruption of or interference with the normal functions of the Employer.

6.2 Crossing Picket Lines. No member of this Union shall be required to cross picket lines established by any other Union, except in the performance of necessary governmental duties as

determined by the City Administration. The Union will do nothing to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performance is required in normal and usual operation of the Employer's services.

6.3 Lockouts. The Employer will not lock out any employees during the term of this agreement as a result of a labor dispute with the Union.

### **Article 7 - Employer Authority**

7.1 Right to Manage. The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select direct and determine the number of personnel; to establish work schedules; to contract for services without the need for further negotiations relating to implementation of the decision in respect to lime sludge hauling and parking lot attendants; to perform any inherent managerial function not specifically limited by this agreement.

In respect to the contracting of the functions of parking lot attendants, the City would not terminate the services of existing employees but would not fill the affected positions when a vacancy arises.

In respect to the functions of lime sludge hauling, existing employees affected by this decision would be utilized to perform other tasks while continuing to work in their present position of Heavy Equipment Operator II. The present positions of Heavy Equipment Operator II associated with lime sludge hauling will not be eliminated.

7.2 Implementation of Agreement. It is agreed by the parties that the Employer will take such steps as are necessary to implement the provisions of this agreement such as, but not restricted to, recommending the passage and changes of new and existing ordinances and Civil Service Rules.

7.3 Resolution of Grievances. The Employer shall endeavor in good faith to resolve grievances and differences relating to terms and conditions of employment, acting within the framework of laws, Charter provisions, Civil Service Board Rules, and other special rules governing public employment.



7.4 Terms and Conditions of Employment to be Negotiated. The terms and conditions of employment including wages for employees in the bargaining unit shall be in accordance with the ordinances, resolutions and motions adopted by the City Council from time to time. Prior to the submission of any recommendation for any change affecting terms and conditions of employment including wages, the City Administration will negotiate with the Union and attempt to reach agreement on such changes.

### **Article 8 – Discipline**

The Employer will discipline employees only for just cause.

### **Article 9 - Employee Rights: Grievance Procedure**

9.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this agreement.

9.2 Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

9.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.

9.4 Procedure. Grievances, as defined by Section 9.1, shall be resolved in conformance

with the following procedure:

Step 1. Initial Claim. An employee or group of employees claiming a grievance concerning the interpretation or application of this contract shall within ten (10) working days of the time the employee or the Union through the use of reasonable diligence should have knowledge of the grievance; present such grievance to the employee's immediate supervisor and/ or Department Head outside the bargaining unit. If a grievance involves and affects more than three employees, only one grievance will be filed on behalf of all affected employees. The supervisor will discuss and give an answer to such Step 1 grievance within ten (10) working days after receipt. A grievance initiated by an employee or the Union and not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the contract allegedly violated, the remedy requested, and shall be referred to Step 2 within ten (10) calendar days after the final answer in Step 1.

Step 2. Section Head. The written grievance shall be presented to and discussed with the Section Head or in the Section Head's absence by the Acting Section Head. The Section Head or Acting Section Head shall give the employee the Employer's answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the final answer in Step 2.

Step 3. The Mayor. The written grievance shall be presented to and discussed with the Mayor's Office. The Mayor's Office shall give the employee the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the final answer in Step 3.

Step 4. Mediation. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the Employer's final answer in Step 4. A grievance not appealed in writing to Step 5 by the Union within ten (10) calendar days shall be considered waived.

Step 5. Arbitration. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. Except that the parties may mutually agree upon the selection of an arbitrator. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board. Arbitrators shall be selected from the Bureau of Mediation Services' list.

#### 9.5 Arbitrator's Authority

A. Bound by the Agreement. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

B. Bound by the Law. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of law,

rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this agreement and to the facts of the grievance presented.

C. Fees Shared. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided 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 a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

9.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or no agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

9.7 Choice of Remedy. If, as a result of the Employer's response in Step 4, the grievance remains unresolved, and if the grievance involved the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of Article 9 or a procedure such as: Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 5 of Article 9, the grievance is not subject to the arbitration procedure as provided in Step 5 of Article 9. The Union shall indicate in writing which procedure is to be utilized--Step 5 of Article 9 or another appeal procedure. The choice of any other hearing precludes the Union and the employee from making a subsequent appeal through Step 5 of Article IX.

9.8 Grievance Representative. Employees presenting grievances may choose to be represented at any step of the grievance procedure by the grievance representative of the Union.

## **Article 10 - Probationary Periods**

10.1 New Employees. All newly hired or rehired regular employees will serve a six (6) month probationary period. All regular part-time employees shall serve a probationary period of 1,040 compensated hours.

10.2 Termination. At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the Employer.

10.3 Promoted Employees. All employees will serve a six (6) month trial period in any job classification in which the employee has not served a probationary/ trial period. At any time during the trial period, a promoted employee may be returned to the employee's previous position at the sole discretion of the Employer.

10.4 Right to Return. A promoted employee shall have the right to return to his/her previous position provided that he/she notifies his/her Department Head and the Secretary of the Civil Service Board of his/her intention to do so within 60 calendar days of the date the employee commences work in the promoted position.

10.5 Vacancy. In the event of a vacancy within a Department, the Human Resources Department will post the vacancy for a minimum of ten (10) business days. Employees who have tested for the position and are on a current promotion list and employees in the same job classification in another Division within the same or different Department (ie. Sanitation Division, Street Division within the Public Works Department or Park and Rec Department) may apply for and compete for the vacant position. A departmental reassignment may occur prior to a lateral transfer or promotion. The Department Head, after interviewing eligible employees, shall first transfer an employee per 10.6. If there are no transfer applicants, the Department Head may fill from the promotional list with any employee who scored in the top three. If there are no internal applicants a position shall be filled with external applicants.

10.6 Transfer. Lateral transfer shall be made prior to filling vacancies by promotion. Employees who transfer shall not suffer a loss of pay. A transferred employee shall be required to serve a sixty (60) calendar day trial period during which time they may be returned to their former position. A transferred employee shall have the right to return to his/her previous position provided that he/she notifies his/her Department Head and the Secretary of the Civil Service Board of his/her intention to do so within thirty (30) calendar days of the date the employee commences work in the transferred position.

10.7 Permanent Status. Every appointment, whether original or promotional, shall become permanent at the end of the probationary/ trial period and the employee's name shall be entered on a seniority list dating back to the first day of employment.

10.8 Performance Reports. Department Heads shall submit to the Human Resources Office a monthly performance report on every probationary employee. Prior to its submission, the report shall be reviewed with the employee and a copy of the report shall be given to the employee.

10.9 Interruption of Services. Any interruption of service during the probationary period shall not be counted as part of the probationary period.

### **Article 11 - Work Schedules**

11.1 Posting. Work schedules, including starting and quitting times and lunch periods will be posted on the departmental bulletin boards at all times. Any change in work schedules shall be posted at least three (3) working days or five (5) calendar days in advance of the change, provided, however, that in the case of an emergency, the Department Head may for the duration of the emergency change work schedules without prior notice.

11.2 Work Day and Work Week. Except for “Continuous Operations” and where other special conditions may apply, the basic work day shall be eight (8) consecutive working hours exclusive of any lunch period, and the basic work week shall be forty (40) hours, Monday through Friday.

The basic work week for Treatment Plant Operators shall be not more than seven (7) consecutive working days, and the basic work day shall be eight (8) consecutive working hours.

In the Distribution Division of the Public Utility, including the Meter Division, an employee may be assigned the following work schedule: A basic work week of forty (40) hours, Monday through Friday, with the basic work days consisting of four days with nine (9) consecutive hours exclusive of any lunch period, and one day with four (4) consecutive hours. This schedule is only available during the period of time commencing May 1 of each year and ending October 15 of each year. No lunch period shall be provided during the four-hour day. This Provision may be terminated at any time by either the City or the Union by providing two weeks written notice to the other party.

The Public Utility positions termed Stormwater Compliance Specialist, Environmental Compliance Specialist, and Laboratory Technician may be assigned the following schedule: A basic

work week of forty (40) hours, Monday through Friday, with the basic work days consisting of four days with nine (9) consecutive hours exclusive of any lunch period, and one day with four (4) consecutive hours. No lunch period shall be provided during the four-hour day.

In the Refuse Service Division of the Public Works Department, employees shall be assigned to either of the following work schedules at the sole discretion of the employer:

**Yard Waste Collection Work Schedule.** A basic work day of eight (8) hours and basic work week of five (5) working days which shall be Monday through Friday. Sanitation workers will be released from the work site each day when they have completed all of their collection duties, subject to the following limitations. Sanitation workers must work a minimum of six hours during their normal eight-hour schedule. The collection duties include any work directly related to the collection duties as assigned by the employer together with incidental duties that have been traditionally assigned to sanitation workers. The sanitation workers will receive eight hours compensation for all work under this schedule.

The employer may assign sanitation workers to a work schedule selected at its sole discretion. Prior to any changes in the scheduling the City and the Union shall meet and confer regarding the changes.

In the Recreation Department and in the Civic Facilities Division of the Department of Administration, the basic work day shall be eight (8) consecutive working hours, exclusive of any lunch period, and the basic work week shall be five (5) working days within a seven (7) day period, Sunday through Saturday.

The basic work week for secretaries and clerical technicians working in the police department shall be 40 hours, Sunday through Saturday; the basic work day for secretaries and clerical technicians working in the police department shall be eight consecutive hours, for those individuals assigned to an eight hour shift, and the basic work day for secretaries and clerical technicians working in the police department shall be ten consecutive hours, for those individuals assigned to a ten hour shift.

The basic work day for community service officers working in the police department shall be eight consecutive hours for those individuals assigned to an eight hour shift, and the basic work day for community service officers working in the police department shall be ten consecutive hours for those individuals assigned to a ten hour shift.

In the Street Division of the Department of Public Works an employee shall be assigned to any one of the following work schedules at the sole discretion of the employer:

- A. A basic work day of eight (8) consecutive working hours exclusive of any lunch period, and a basic work week of forty (40) hours, Monday through Friday.
- B. A basic work week of forty (40) hours, Monday through Friday, with the basic work days consisting of four days with nine (9) consecutive hours exclusive of any lunch period, and one day with four (4) consecutive hours. This option is available only during the period of time commencing May 1 of each year and ending October 15 of each year. No lunch period shall be provided during the four-hour day.
- C. In the Traffic Systems Services Division of Public Works may be assigned either a 5 consecutive 8 hour day schedule Monday through Friday or a 4 consecutive 10 hour day schedule Monday through Friday. Any work week that would include a Holiday would be a 5 consecutive 8 hour days schedule.

In the Department of Airports, an employee shall be assigned to either of the following work schedules at the sole discretion of the employer:

- A. A basic work day of eight (8) consecutive working hours exclusive of any lunch period, and a basic work week of forty (40) hours, Monday through Friday.
- B. A basic work day of ten (10) consecutive hours exclusive of any lunch period, and a basic work week of four working days within a five (5) day period which shall be Monday through Friday.

Schedules for part-time employees shall be set by the employer.

Any work week that includes a holiday will be a 5 consecutive 8 hour days schedule. The employee shall have the option of working their current schedule and making up the extra hours on a holiday by taking vacation or comp time. If taking time off, it must be approved by the employee's supervisor.

11.3 Rest and Lunch Periods. (A) All employees shall have a fifteen (15) minute rest period during each one-half (1/2) work day to be scheduled at the middle of such one-half (1/2) work day whenever this is feasible. Rest periods during overtime work after quitting time will be granted in accordance with Section 11.3C of these policies. (B) All employees shall be granted a lunch period for each work day. Whenever possible, the lunch period shall be scheduled at the middle of each work day. The lunch period shall not be more than one (1) hour and except for continuous operations shall not be considered work time. (C) Except in case of emergency, when required to work beyond their regular quitting time, employees shall be granted a fifteen (15) minute rest period before starting overtime where it appears that they will be required to work a minimum of one (1) hour overtime. In addition, except in case of emergency, employees shall be granted a fifteen (15) minute rest period

for each two (2) hours of overtime, and will be granted time off without pay for meals at reasonable times while working overtime. Secretaries and clerical technicians working in the police department will be granted a meal period at reasonable times while working overtime. This meal period shall be considered work time.

### **Article 12 - Overtime Pay**

12.1 Rate of Compensation. With the exception of those engaged in continuous operations or where other special conditions may apply, all full-time employees shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for all time worked in excess of forty (40) hours per week or eight (8) hours per day, but not for both. All other full-time employees shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for all time worked in excess of their designated basic work week or work day. Part-time employees and seasonal/temporary employees shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for all time worked in excess of forty (40) hours per week.

12.2 Distribution of Overtime. Overtime work will be distributed equally to employees working within each job classification in each division. The distribution of overtime shall, whenever possible, be equalized over each six (6) month period. In the event of overtime needed to provide necessary City Services, the opportunity to work shall be offered to the employee with the classification who has the least number of overtime hours to his/her credit when possible, unless such employee has indicated in writing that he/she does not normally wish to work overtime. The overtime hours worked will be reviewed on a six (6) month basis and equalized when possible. If this employee does not accept the assignment, the employee with the next fewest number of hours to his/her credit shall be offered the assignment. This procedure shall be followed until the required number of employees has been selected for the overtime work. If an employee is offered overtime and fails to accept, he/she shall be charged as having worked two (2) hours for the purpose of future distribution of overtime. A record of the overtime hours worked by each employee within a division shall be posted monthly.

12.3 Overtime Refused. Overtime refused by employees will for record purposes under Article 12.2 be considered as unpaid overtime worked.



12.4 Computation of Overtime. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

12.5 Compensatory Time Off. Upon their request, and with the approval of the Department Head, employees may be compensated for overtime with compensatory time off at the rate of one and one-half (1 1/2) times the amount of overtime worked. Accumulated compensatory time may be used upon request of the employee and approval of the Department Head prior to the date of requested use. Employees may accumulate compensatory hours up to 40.5 hours, and may maintain accumulated hours on the books which shall carry over from year to year. Employees may cash out their accumulated compensatory time at any time with prior notice to the Payroll department.

12.6 Holiday Hours. Holiday hours worked or not, and approved paid leaves shall be considered as work time for the purpose of computing overtime.

12.7 Emergencies. In case of emergency, Department Heads may require an employee to work overtime, even though the employee may have indicated that he/she does not wish to work overtime. Failure of an employee to work overtime when required in case of emergency shall subject the employee to disciplinary action, unless there are extenuating circumstances.

12.8 Job Training. Time spent by employees in required job training outside of the employees' regular working hours shall be considered work time and all time spent at such trainings shall be compensated, including any overtime as a result of attending such training.

12.9 Return to Duty. A minimum of two (2) hours shall be paid to all employees who are called back to duty after having been released from their regular day's work. An employee who answers a call shall be considered as being on duty for the full two (2) hours, and another call within this two (2) hour period shall not entitle the employee to extra compensation.

### **Article 13 – Safety**

13.1 Agreement to Cooperate. The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

13.2 Safety Committee. There shall be established a Safety Committee of not less than ten (10) members appointed by the Mayor from among full time employees, not less than five (5) of

whom shall be selected from a list presented by the Union. This committee shall meet from time to time with the City Administration to examine, study, and make recommendations to the Mayor's Office in the safe use of equipment and work practices. If recommendations of this committee are adopted by the City Administration and posted on bulletin boards for ten (10) days, they shall have the effect of work rules and any violations thereafter shall be grounds for disciplinary action.

13.3 Working Conditions. An employee will not be required to work under conditions caused by severe weather, which would endanger his/her health except in cases of emergency.

13.4 Safety Equipment. The Employer will supply at Employer cost all safety equipment required by OSHA regulations with the following exceptions:

A. Safety Shoes. The Employer will contribute the amount of \$155.00 toward the cost of safety shoes. The annual contribution may be used for repair of safety shoes. Only employees who are required by the Employer to wear safety shoes shall be eligible for this benefit. This allowance shall be paid yearly on December 31<sup>st</sup>. Employees who resign or retire shall be paid their portion of the allowance based on the number of months employed for the year. New employees shall receive \$155.00 allowance with their first paycheck when hired. If a new employee resigns prior to December 31<sup>st</sup> their check shall be deducted a pro-rated portion of the allowance for the months they did not work and received the allowance.

For Community Service Officers, Policing Assistants, and Office Aides, the Employer will contribute the amount outlined in this paragraph toward the cost of black uniform boots. The employee shall use the allowance to purchase or repair black uniform boots that can be polished or of the high gloss style, not for the purchase of black tennis shoes.

1. Current Funds. Any funds currently accumulated by the Employee shall be banked and available for reimbursement with a proper receipt until such time as that fund balance is zero.

2. Part time employees Safety Shoes. Employees shall receive \$100.00 once a receipt is submitted for safety boots, once per calendar year.

B. Safety Glasses. Employer will pay full cost of prescription safety glasses except examination costs. Employer will determine when glasses are required and where glasses are to be purchased. Should replacements be necessary due to loss or damage, such replacement

must be approved by the immediate supervisor and Department Head. For those employees not requiring prescription safety glasses, the Employer will supply either non-prescription glasses or goggles plus any special attachments necessary.

13.5 Uniforms and Clothing Allowance. If an employee is required by his/her Department Head to wear a uniform by the Employer, he/she will be supplied such uniform by the Employer. All employees whose work requires the wearing of protective clothing will be supplied such clothing by the Employer. In addition, due to the special nature of their work these positions will be granted a special annual clothing allowance in the amount of \$250.00 in the following manner: \$125.00 in the first pay period in July for the period January 1 to June 30 and \$125.00 the last pay period in December for the period of July 1 to December 31:

ARBORIST  
ASSISTANT MAINTENANCE SUPERVISOR  
BUILDING MAINTENANCE WORKER  
ENGINEERING TECHNICIANS  
EQUIPMENT OPERATOR I  
EQUIPMENT OPERATOR II  
FORESTRY OPERATIONS ASSISTANT  
ALL GARDENS ASSISTANTS  
HEAVY EQUIPMENT OPERATOR I  
HEAVY EQUIPMENT OPERATOR II  
PARK EQUIPMENT MECHANIC  
PARK MAINTENANCE TECH I  
PARK MAINTENANCE TECH II  
PARK OPERATIONS ASSISTANT  
TRAFFIC CONTROL TECH  
TREE TRIMMER  
UTILITIES SERVICE OPERATOR  
UTILITIES SERVICE OPERATOR II  
WHITNEY OPERATIONS ASSISTANT

Employees who are provided uniforms by the Employer are not be eligible for the Uniform Allowance.

Employees who resign or retire prior to June 30<sup>th</sup> or December 31<sup>st</sup> shall have their allowance pro-rated and paid out with their final paycheck. New employees shall receive the entire \$250 allowance with their first paycheck when hired. If a new employee resigns prior to December 31<sup>st</sup> their check shall be deducted a pro-rated portion of the allowance for the months they did not work and received the allowance.

13.6 Random Drug and Alcohol Testing. The Employer shall randomly test employees in accordance with the policy attached as Exhibit D.

#### **Article 14 - Insurance**

##### 14.1 Hospital/Medical Plans.

A. Selection of Plans. The Employer will provide hospital/medical insurance through the current negotiated insurance plans, or another plan providing at least equivalent coverage. The Employer and the Union will meet and negotiate any changes to insurance that are a reduction in aggregate benefit.

The benefits provided for herein shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the Employer.

B. Cancer Insurance. The Employer will provide for payroll deduction for cancer insurance premiums for all employees who desire the option. The total cost of the premiums shall be the responsibility of the employee requesting the option. Only one policy of cancer insurance shall be made available. The Union agrees to accept all reasonable restrictions relating to this benefit which the Employer wishes to impose.

C. Short-term Disability Insurance. The Employer will provide for payroll deduction for short-term disability insurance premiums for all Employees who desire the option. The total cost of the premiums shall be the responsibility of the Employee requesting the option. Only one policy of short-term disability insurance shall be made available. The Union agrees to accept all reasonable restrictions relating to this benefit which the Employer wishes to impose.

##### 14.2 Life and Dental Plans.

A. Group Life Insurance. Benefit Eligible Employees will be enrolled in the Employer's group term life insurance policy and will be provided a death benefit of \$20,000. The Employer will pay the required premium for the above amount. The Employee has the option to purchase family coverage at the negotiated benefit rate for a \$10,000 term policy on the Employee's spouse and \$5,000 on the Employee's dependents.

B. Supplemental Life Insurance. The Employer will provide arrangements for employees to purchase additional amounts of life insurance.

C. Group Dental Plan. Benefit Eligible Employees will be enrolled in the Employer's group dental plan.

14.3 Insurance Contributions.

A. Health and Dental Insurance. The Employer shall contribute ninety percent (90%) of the total cost of health and dental insurance premiums for family coverage. Family coverage for purposes of insurance includes the Employee and any dependents to which coverage is extended under the Employer's insurance policies. The Employer shall contribute one hundred percent (100%) of the total cost for an Employee choosing single coverage.

B. Health Savings Account (HSA). The Employer may establish a Health Savings Account (HSA) plan. For the HSA plan, the Employer will contribute \$2,750.00 per year into the HSA for an Employee electing the family plan and \$1,100.00 per year to an Employee electing the single HSA plan.

C. Election of Single Coverage. Any employee eligible to carry family coverage may elect to single coverage. The Employer will pay any Employee making the election a \$2000.00 incentive per year during each year of this Agreement. The Employee must, in each year, have been otherwise eligible to elect family coverage. Proof of eligibility for family coverage may be required. Payment will be made near the end of each calendar year. Employees may again enroll in family coverage, provided they have a qualifying event, at any time prior to receipt of the payment. Employees choosing to again enroll in family coverage will receive a prorated payment of the single coverage incentive.

D. Opt Out Option. Any Benefit Eligible Employee who can show proof of minimum essential insurance coverage from another source for themselves and any eligible tax dependents may opt out of the Employer's insurance plan. For those Employees who choose this option, the Employer will compensate the Employee \$3,100.00 annually. For part-time Benefit Eligible Employees entitled to pro-rated health insurance benefits, the Employer will compensate them a pro-rated amount of the \$3,100.00. An employee may return to the Employer's insurance plan through qualifying events or through open enrollment each year. If the allowable opt out formula amount is adjusted by the health insurance provider, then the opt-out payment shall be adjusted to reflect the maximum allowable amount.

E. Payroll Deduction. Employees shall be responsible for all costs of insurance in excess of the Employer's contribution. Payments for the Employee's contribution shall be directly deducted from the Employee's paycheck.

F. Meet and Confer. The Employer and the Union agree to meet and confer during the term of the contract on the subject of hospital and medical plans.

14.4 Recreation Facilities at Whitney Recreation Center. As part of its effort to promote employee wellness and thereby restrain escalating insurance premiums, the Employer will make the recreation facilities at the Whitney Recreation Center available to Employees at no cost whenever it is available to the general public. This includes the Employees' use of indoor walking track, fitness room and gymnasium.

14.5 Flexible Benefit Plan. The Employer will provide for a system of deduction from pre-tax wages, of an employee's share of insurance premiums, eligible dependent care and medical expenses in accordance with the Employer's Flexible Benefit Plan, Dependent Care Reimbursement Plan and Health Care Reimbursement Plan all as presently adopted and amended from time to time by the Employer.

14.6 Post Employment Health Care Savings Plan. The Employer will establish a post employment Health Care Savings Plan (HCSP) for each Employee to administered by the Minnesota State Retirement System (MSRS). Certain funds agreed to by the parties shall be deposited into the HCSP account to be used following separation of service. These funds shall be withheld pre-tax and invested at the direction of the Employee, and may be used to pay eligible medical/dental expenses, as described by IRS Publication 502. Any other funds due the employee upon separation will be paid subject to any applicable federal, state, and local taxes. The Employer will not contribute any monies to the HCSP account.

## **Article 15 – Salaries**

### 15.1 Pay Plan.

The amendments to the pay plan provided by this contract are for a two-year period commencing January 1, 2021 and ending December 31, 2022. The following shall reflect the pay schedule adjustments for the following years: 2021 and 2022.

January 1, 2021:           General increase of 0% to all steps of all ranges; City agrees to perform a classification and compensation study in 2021, as outlined in the Memorandum of Understanding (Exhibit E).

January 1, 2022:           General increase of 3% to all steps of all ranges.

(The salary schedules and classification adjustments reflecting the changes in this section 15.1 are attached to this agreement as Exhibit A)

General increases to the part-time salary schedule are at the sole discretion of the City. However, the first step in each range on the part-time salary schedule shall be the current Minnesota minimum wage rate. Higher or subsequent steps will not be increased in 2021. Higher or subsequent steps will be increased on January 1, 2022, applying a 3% cost of living adjustment. Changes to the salary schedule will be effective on the first day of the pay period following City Council approval of this contract. The Part-time salary schedule is attached as Exhibit B.

Addition of Step F, 4% higher than Step E. An additional Step of 4% (Step F) shall be awarded upon completion of twenty (20) years of service with the Employer, provided the Employee is currently on Step E of their pay grade. In the event said Employee is not at the top of their current pay grade when completing twenty (20) years, they will continue to move through their pay grade and once a year is completed at Step E, they shall move to Step F.

An Employee at the 20-year step of a salary range who is promoted to a new position will be placed on the step of the new salary range that is at least one complete step (4%) higher than their current salary, and proceed through the new range on their promotional date. After a year at Step E, the Employee would be eligible for Step F.

15.2 Pay Anniversary Date. The pay anniversary dates for employees appointed, promoted or demoted shall be the actual date of the action.

15.3 Merit Steps. All Employees not at the top step of their pay range will be eligible to receive a one-step merit increase on their anniversary date, said increase to be subject to the approval of the Department Head and Mayor's Office.

15.4 Effective Date for Step Increase. Step increases approved by the City Council for Employees not at the top of their pay range shall take effect on the pay anniversary date of each Employee affected unless the Department Head and/or Mayor certifies that the Employee's work performance or conduct does not justify granting such increase. In such case, the Employee shall be notified in writing to this effect by the Human Resources Office and the Employee shall have the right to Appeal at Step 2 of the grievance procedure. Anniversary date salary increases will be given to all eligible Employees unless the Employee's work performance or conduct report indicates otherwise.

A Part-Time Employee shall receive a step increase upon completion of 2080 hours unless the Department Head and/ or Mayor certifies that the Employee's work performance or conduct does not justify granting such increase. In such case, the Employee shall be notified in writing to this effect by the Human Resources office and the Employee shall have the right to Appeal at Step 2 of the grievance procedure. Anniversary date salary increases will be given to all eligible Part-Time Employees unless the Employee's work performance or conduct report indicates otherwise.

15.5 Pay Adjustments. When a class of positions is reallocated upward an Employee shall be placed at the first step in the newly established salary range for the class which provides an increase in salary when compared to that which was received in the former salary range for the class. If all steps in the newly established salary range for the class exceed the Employee's previous compensation, then the Employee shall start at the minimum rate for the newly established salary range.

When a position is reallocated downward, an Employee in the class shall be permitted to continue at his/her present rate of pay during the period of incumbency. However, if his/her present rate does not equal or exceed the maximum for the new class, he/she shall be entitled to salary increases until he/she reaches the established maximum for the new class.

15.6 Promotion. An Employee promoted to a position in a higher class shall receive the minimum rate for the higher class. If the rate of his/her former position is the same as or exceeds this minimum, he/she shall advance to the step in the salary range of the higher class next above the rate of compensation that he/she formerly received, however, in no case shall a superior be paid less than a subordinate.

15.7 Demotion. A classified Employee demoted in lieu of layoff, or involuntarily under Civil Service Rules, shall be paid at a step to be determined by the Civil Service Board which is in the approved range for the lower class position. An employee demoted in lieu of layoff, or for just cause, shall be paid at a step to be determined by the Mayor's Office which is in the approved range for the lower class position.

An Employee demoted at his/her own request within his/her own department shall be placed on the same step of the range for the new position as he/she is occupying in the range of his/her present position (same step letter, not the same salary).



An Employee demoted at his/her own request to a position in another department shall be paid at a step which is in the range for the lower class position, but which is not above the step held in the present range. An employee demoted at his/her own request to a position in another department shall be paid at a step to be determined by the Mayor's Office which is in the range for the lower class position, but which is not above the step held in the present range.

15.8 Reinstatement. When a person is appointed from a re-employment list to the same or similar position, he/she shall re-enter the position at the current range but maintain the step he/she was at when he/she left.

15.9 Transfer. If an Employee is transferred to a position in the same class in another department, he/she shall receive the same rate of compensation he/she received in his/her former position.

15.10 Appointment of Employee to Another Department. If an Employee is appointed from an eligible list to a position in another department, the salary range of which is no greater than the salary range of the position being held, he/she shall start at one step above the minimum salary for the class, unless such employee was receiving only the minimum salary for the former class.

15.11 Working Out of Class. An Employee who is assigned work in a higher classification for a period of eight (8) or more hours in one week shall be paid within the range of the higher classification that ensures an increase to a step that is at least 3.5% of their actual salary or placed at the step at the higher salary range minimum, whichever is greater (e.g., an employee who is at Step 7E will be placed at Step 9E).

15.12 Shift Differential. A Benefit Eligible Employee performing work between the hours of 6:00 P.M. and 6:00 A.M. will receive a shift differential of \$1.20 per hour in 2021 and 2022 for all hours worked during that time period. Shift differential shall be paid in addition to overtime.

15.13 Direct Deposit. The Employer will provide for a system of direct deposit of salary at selected banks for those employees who select this option.

15.14 No Duplication of Overtime and Other Premium Pay. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

15.15 Training Pay. Full time Clerical Technicians in the Police Department may be selected, at the sole discretion of the Employer, to serve as a Police Clerical Trainer (PCT). PCT duties shall be assigned, in writing, by a supervisor and will be compensated at the rate of \$1.00 per hour (in additional to regular pay) for all hours worked on that assignment. However, any hours worked as PCT during overtime shall be compensated at the base rate. The assigned duties may include one or more trainees, and will include responsibility for the direct training and performance documentation needed by the Supervisors for evaluation. The PCT shall be paid training pay if they reach at minimum one cumulative hour of training time per day to be tracked in increments no smaller than 15 minute blocks of time. During the assignment the PCT may be utilized to conduct their normal duties which will be paid at the regular rate of pay.

### **Article 16 - Part-Time Employees**

16.1 Pro-Rata Benefits. Part-time Employees who work 30 or more hours per week, 12 months a year, are considered benefit-eligible and will receive pro-rata benefits, including health insurance, vacation, sick leave, holidays, leaves of absence, longevity benefits, and all other benefits as established in this agreement based upon the ratio of the hours in their normal work week to 40.

Part time Employees who meet or exceed 1560 hours in a calendar year shall be considered benefit eligible the date they meet 1560 hours and through the next full calendar year. Future benefit eligibility for part time Employees shall be determined by the previous calendar years compensated hours meeting or exceeding 1560. The Employer shall not eliminate a part time Employee for the sole purpose of avoiding benefit eligibility.

16.2 Partial Health Insurance Benefit. Those part-time Employees who were employed prior to December 31<sup>st</sup>, 2012, and have currently elected coverage, work 12 months a year and who work 20-29 hours per week may elect the health insurance benefit. The Employer will contribute half of the normal Employer contribution. This program shall be eliminated January 1<sup>st</sup>, 2013.

### **Article 17 – Holidays**

17.1 Holiday Pay. Employees shall receive the following paid holidays:

New Year's Day - January 1  
Martin Luther King's Birthday - 3rd Monday in January  
President's Day - 3rd Monday in February  
Good Friday - Friday Preceding Easter Sunday  
Memorial Day - Last Monday in May  
Independence Day - July 4  
Labor Day - 1st Monday in September  
Veteran's Day - November 11

Thanksgiving Day - 4th Thursday in November  
 Friday After Thanksgiving  
 Christmas Eve - December 24  
 Christmas Day - December 25

17.2 Holidays on Saturday and Sunday. When New Year's Day, Independence Day, Veteran's Day, Christmas Eve or Christmas Day fall on Saturday, the preceding day will be a holiday, and when they fall on Sunday, the following day will be a holiday. Holidays for continuous operations employees of the Public Utilities Department and for the secretaries and clerical technicians working in the Police Department will be considered as occurring on the calendar day the holiday occurs and shall not be shifted if the holiday falls on a Saturday or Sunday.

17.3 Holiday During Day Off or Paid Leave. If a holiday is observed during an Employee's scheduled day off, or during an approved paid leave, he/she shall be paid for an additional day or granted an additional day off for the unworked holiday.

17.4 Work on Holidays. If a Benefit Eligible Employee works on any of the holidays listed above, he/she shall be compensated at the rate of time and one-half (1 1/2) for all hours worked in addition to his/her regular holiday pay.

17.5 Holiday Pay for Alternative Schedules. Employees with a regularly scheduled workday which is longer than 8 hours shall have the option to make up the extra hours on a Holiday by taking vacation, comp time, or working on an alternative work day within the pay period to make up their hours not covered by Holiday Pay. An alternative schedule must be approved by the Employee's supervisor.

**Article 18 – Vacations**

18.1 Vacation Earning Schedule. Vacation is earned at the following rates:

	Hours Per Pay Period	Hours Per Year	Maximum Accrual
Date of Hire through Year 5:	3.69	96	96
Start of Year 6 through 13:	5.54	144	144
Start of Year 14 through 21:	7.38	192	192
Start of Year 22 and beyond	9.23	240	240

18.2 Anniversary Date. All increases in vacation are based on the Employee's anniversary date of original appointment during a period of continuous employment.

18.3 Probationary Period. Vacation is earned during the initial probationary period, but the employee is not eligible to use all vacation earned until the employee's probation has been

successfully completed. At the sole discretion of the employee's immediate supervisor or department head, the employee may be allowed to use some vacation before the employee has successfully completed his or her probationary period.

18.4 Availability of Vacation. Vacation is earned and credited each two (2) week pay period. Vacation shall only be taken after the time has been earned.

18.5 Maximum Accrual. Employees will be allowed to accrue vacation in the amount that is earned for the year. During a calendar year, that amount may exceed the maximum, however, on December 31st of each year the number of vacation hours accrued shall be automatically reduced to the maximum.

18.6 Requests for Vacation Leave. Requests for vacation leave shall be made on forms provided by the Employer to the immediate Supervisor no less than two (2) weeks in advance of the requested vacation time. Request for vacation with less than two (2) weeks' notice may be approved by the Department Head. Vacation shall be granted at the time requested by the Employee unless the nature of the work makes it necessary to limit the number of Employees on vacation at the same time. On or before February 1 of each year, Employees desiring specific times for vacation shall submit their requests to the Department Head or his/her authorized representative. If there is a conflict of vacation periods, the Employee with the greater seniority shall have first choice. Except that Employees who have worked less than one year within a division shall have their vacation priority determined by seniority in that division. If an Employee bumps someone out of a vacation, the Employee will be required to take those days off unless there are extenuating circumstances.

Between February 1 and June 1 of each year an Employee may request a specific vacation time provided it does not conflict with those Employees who had made such determination prior to February 1.

Between June 1 and October 1, vacations will be subject to approval by the Department Head or their designee.

18.7 Waiving Vacation Prohibited. Vacation may not be waived by an Employee for the purpose of receiving extra pay for work during that period.

18.8 Rescheduling Vacation for Illness. If an Employee or a member of the immediate family becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her

vacation will be rescheduled. In the event that the Employee's incapacity continues until January 1, he/she shall be compensated in time off in the following year.

18.9 Unused Vacation. If an Employee has been unable to use all of his/her vacation leave because of press of work, the Mayor's Office may, upon recommendation of the Department Head, approve compensating the Employee in time off in the following year.

**Article 19 - Longevity Pay**

19.1 Establishing Longevity. All full-time and Benefit Eligible Employees shall be eligible for longevity pay in accordance with the provisions of this article.

19.2 Rate of Longevity Pay. During the first five (5) years of employment, an Employee accrues service time for determining future payments of longevity.

After completion of the fifth year and ending with the tenth year of continuous service, an Employee shall be paid \$2.00 per month for each year of service.

EXAMPLE:

<u>Service Time</u>	=	<u>Total Months</u>	x	<u>Monthly Rate</u>	=	<u>Total Longevity</u>
5 yr. 1 mo.	=	61 months	x	\$2.00	=	\$122.00

After completion of the tenth year and ending with the fifteenth year of continuous service, an Employee shall be paid \$2.50 per month for each year of service.

EXAMPLE:

<u>Service Time</u>	=	<u>Total Months</u>	x	<u>Monthly Rate</u>	=	<u>Total Longevity</u>
12 yr. 4 mo.	=	148 months	x	\$2.50	=	\$370.00

After completion of fifteenth year and ending with the twentieth year of continuous service, an Employee shall be paid \$3.00 per month for each year of service.

EXAMPLE:

<u>Service Time</u>	=	<u>Total Months</u>	x	<u>Monthly Rate</u>	=	<u>Total Longevity</u>
	=		x		=	

$$16 \text{ yr. } 6 \text{ mo.} = 198 \text{ months} \times \$3.00 = \$594.00$$

After completion of twentieth year and ending with the twenty-fifth year of continuous service, an Employee shall be paid \$3.50 per month for each year of service.

EXAMPLE:

<u>Service Time</u>		<u>Total Months</u>	x	<u>Monthly Rate</u>	=	<u>Total Longevity</u>
23 yr. 8 mo.	=	284 months	x	\$3.50	=	\$994.00

After completion of twenty-fifth year of continuous service, an Employee shall be paid \$4.00 per month for each year of service. Maximum years of service for purposes of longevity is twenty-five (25) years.

EXAMPLE:

<u>Service Time</u>		<u>Total Months</u>	x	<u>Monthly Rate</u>	=	<u>Total Longevity</u>
25 yr.	=	300 months	x	\$4.00	=	\$1,200.00

This policy is reflected in the schedule attached hereto as Exhibit C.

19.3 Continuous Service to be Eligible. Service with the Employer must be continuous for an Employee to be eligible for longevity pay, except for authorized leaves of absence. Military service with the armed forces of the United States will not be considered an interruption of employment as provided by state law.

19.4 Date of Eligibility. An Employee's eligibility for longevity pay will be calculated from his/her date of employment in the classified service, or the date of appointment to a permanent position in the unclassified service, to the nearest beginning of a month. The period of probation shall be included, but any employment as an emergency, temporary, or seasonal employee shall not apply toward longevity pay.

19.5 Overtime Does Not Apply. Overtime will not make an Employee eligible for additional longevity pay.

19.6 Date of Payment. Longevity pay shall be paid on separate payroll once a year in January for the year beginning the previous January 1 and ending the previous December 31. Longevity pay shall not be given in advance. Upon the termination of his/her employment with the Employer, an Employee's accumulated longevity pay will then be paid.

## **Article 20 - Resignation**

20.1 Notice Required. An Employee wishing to resign from the Employer' service shall provide a two week notice to his or her supervisor. If an employee fails to do so, the Employee shall forfeit all benefits covered by the provisions of this Agreement.

## **Article 21 - Leaves of Absence**

### 21.1 Sick Leave.

A. Accrual. All full time Permanent Employees shall be entitled to sick leave with pay, accruing at the rate of eight (8) hours for each calendar month of full service. Sick leave privileges shall begin to accrue on the first date of employment. Time on layoff, suspension, leave without pay or leave for injury on the job after sick leave has expired shall not be counted in determining a full month's service.

### B. Sick Leave Allowance and Use.

i. Causes for Granting Sick Leave. Sick leave shall be granted only for absence from duty because of personal illness, legal quarantine, injury on the job, death or illness in the immediate family. Immediate family for death shall be defined as the Employee's spouse, children, adult children, stepchildren, parents, stepparents, grandparents, grandchildren, brothers, sisters, or any member of the employee's household. It shall also include the Employee's spouse's children, adult children, stepchildren, parents, stepparents, grandparents, grandchildren, brothers or sisters. Immediate family for illness shall be defined as the Employee's spouse, children, adult children, sibling, parents, grandparents, step-parents, or any member of the Employee's household. Sick leave may be utilized for reasonable periods of time as the Employee's attendance may be necessary per Minn. Stat. § 181.9413.

ii. Notification of Need for Sick Leave. When an Employee needs to use sick leave, he/she shall notify the person designated by his/her Department Head at least a half (1/2) hour prior to the time he/she should report to work except in case of emergency. Failure of an Employee to notify the designated person within the time prescribed may cause the Employee to lose the right to have his/her time off designated as sick leave.

iii. Physician's Certificate. After two (2) consecutive days of sick leave, the Mayor's Office or the Department Head may require a certificate from a physician indicating the need

for sick leave taken or the general fitness of the Employee to perform his/her work. The initial request for medical certification must be given to the Employee in writing, although subsequent requests may be verbal.

The contents of the medical certification will be deemed sufficient if it contains the following information:

- Identity of the health care provider;
- General nature of the health condition;
- The date on which the health condition commenced;
- The probable duration of the condition;
- Whether the Employee:
  - a. is unable to perform work of any kind;
  - b. is unable to perform any essential functions of the job (including statement of such functions).

The Employer may request a second opinion, at its expense, from a health care provider it designates.

iv. Waiving Use of Sick Leave. Upon written request to his/her Department Head, an Employee may waive use of his/her sick leave.

C. **MOU SUPERCEDES LANGUAGE IN THIS SECTION**  
Unused Sick Leave Payment upon Separation, Retirement, Disability or Death for Employees. The Employer will pay to all Employees 50 percent (50%) of unused sick leave up to a maximum of 600 hours at the Employee's then current level of compensation at time of: (1) separation of employment after completion of 20 years of service, (2) retirement, or (3) PERA approved disability. "Retirement" means the Employee is eligible to collect PERA retirement or disability payments. The Employer will pay 50 percent (50%) of unused sick leave up to a maximum of 600 hours to an Employee's estate or designated beneficiary, upon the death of an Employee.

D. Payment for Unused Sick Leave. 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:

i. Election. After accumulation of seven hundred twenty (720) hours of sick leave, Employee shall be paid each year for fifty percent (50%) of all unused sick leave earned that



year (up to a maximum of forty-eight (48) hours). The payment will be paid in July of each year. In lieu of payment, an Employee may elect to bank those hours. For this purpose, the accrual year will run July 1 through June 30 of the following year. Elections shall be made during the open enrollment period prior to the beginning of the calendar year. If no election is made for banking, the Employee shall continue to be paid for 50% of all unused sick leave earned for that year.

ii. HCSA. After accumulation of one thousand two hundred (1,200) hours of sick leave, one hundred percent (100%) of the accumulated unused sick leave above the one thousand two hundred (1,200) shall be converted into dollars and paid into a Post-Retirement Health Care Savings Account for the Employee. For this purpose, the year will run July 1 through June 30 of the following year.

21.2 Injury on the Job. When an Employee is injured while working for the Employer and the injury is compensated under the Worker's Compensation Act, the following procedure shall be followed:

1. The Employee injured shall receive his/her full basic compensation as long as he/she has accumulated sick leave or vacation credits against which it may be charged. The Employer shall receive the worker's compensation payments granted the Employee, and in return shall credit the Employee the sick leave in proportion to such payments, such amount to be rounded off to the nearest dollar.

2. When he/she has no sick leave or vacation credits, an Employee shall receive the benefits and payments granted him/her according to state worker's compensation laws.

21.3 Injury on Non-Employer Job. If an Employee is injured on a job where he/she works for himself/herself for profit or is compensated by another Employer other than the Employer, he/she will not receive any sick leave or compensation whatever from the Employer. A classified position temporarily vacated in such manner will be held open for the employee for three (3) months.

21.4 Funeral Leave. The Mayor's Office may grant up to three (3) days paid leave, in addition to sick leave, for the death of an Employee's spouse, child, parent, step-parent, sibling, grandparent, grandchild, son in-law, daughter in-law, domestic partner, brother in-law, sister in-law,

or spouse's child, parent, step-parent, grandparent, or grandchild. For Employees assigned to an eight (8) hour work day, the leave shall not exceed twenty-four (24) hours. For Employees assigned to a ten (10) hour work day, the leave shall not exceed thirty (30) hours.

Domestic Partner means a committed relationship between two adults, of the opposite sex or same sex, in which the partners are each other's sole domestic partner and intend to remain so indefinitely; maintain a common residence and intend to continue to do so; are not married or joined in a civil union to anyone else; are not a domestic partner of anyone else and are not related.

21.5 Military Leave. Every Employee shall be entitled to military leave as provided in Minn. Stat. §192.26.

21.6 Other Leaves. An Employee shall be granted a leave of absence with pay for service upon a jury, appearance before a court, legislative committee, or other body as a witness in a proceeding involving the federal government, the State of Minnesota, or a political subdivision thereof in response to a subpoena or other direction by proper authority; or attendance in court in connection with his/her official duties. In the case of jury duty, the Employee's compensation from the Employer during his/her leave shall equal the difference between his/her regular compensation and compensation paid for jury duty.

21.7 Leaves of Absence Without Pay. An Employee who has no sick leave, and is mentally or physically incapacitated to perform his/her duties; or who, for any stated reason including maternity, wishes to absent himself/herself from his/her duties, may be granted a leave of absence in accordance with Section 21.10 of this Agreement. Such leave shall be granted only when it is deemed to be in the best interest of the Employer and except in case of illness or disability, shall not exceed one (1) year.

21.8 Payment of Benefits While on Unpaid Leave. The Employer's payment of benefits for an Employee on unpaid leave shall terminate after thirty (30) calendar days, except those individuals receiving Worker's Compensation benefits as a result of injury related to their employment with the Employer shall continue to have benefits paid.

21.9 Leave to Attend Employee Organization Meeting. An Employee who is properly elected by his/her fellow Employees to represent them at a state, national or international employees' organization officially recognized by the Employer shall be granted a leave of absence without pay

in accordance with the following schedule: National or international meeting, a maximum of five (5) working days; state meeting, a maximum of three (3) working days. Provided, however, that in the event the Employee should require additional time for such meetings, it may be granted subject to the approval of the Mayor's Office. The Employee shall give a minimum of one (1) week's notice prior to the date of his/her departure for such meeting.

21.10 Procedure for Requesting Leaves of Absence. All requests for leaves of absence of less than thirty (30) days other than sick leave, funeral leave, personal leave day, vacation leave, and leave to attend employee organization meetings, shall be made by the Employee, on forms provided by the Employer, to his/her immediate supervisor in accordance with the following schedule:

- A. Thirty Days or Less. For leaves of thirty days (30) or less, two (2) weeks' notice shall be given unless because of special conditions this time period is waived by the Mayor's Office upon recommendation of the Department Head.
- B. Military Duty, Jury Duty and Court Appearances. For leaves of absence which do not require prior approval by the Civil Service Board or the appointing authority, such as military duty, jury duty, and appearances before a court, notice shall be given by the Employee immediately upon his/her knowledge of the need for such leave.
- C. Thirty Days or More. Leaves of more than thirty (30) days are covered by Civil Service Rules. An Employee's request for a leave of absence of less than thirty (30) days shall be answered, within five (5) days after request has been made, by the Mayor's Office.

21.11 Benefits While on Leave of Absence. A maximum of one (1) year of seniority may be accrued while on an approved leave of absence, along with full longevity benefits. Holidays, vacation, and sick leave benefits shall not accrue during an approved leave of absence without pay.

21.12 Reemployment After Leave of Absence. After an approved leave of absence, an Employee shall be returned to the position held at the time when the leave was requested, or to a similar position.

21.13 Personal Leave Day. All employees shall be entitled to one personal leave day per calendar year. This leave day shall be 8 hours of paid leave. A formal request must be made for

use of this leave day no less than two weeks in advance of the requested time. In most cases, leave shall be granted upon request unless the nature of the work makes it necessary to limit absences within a department or division. If there is a conflict of Personal Leave Day requests, the employee with the greater City seniority shall have first choice (for requests received at the same time, otherwise, previously granted requests shall stand). The Personal Leave Day may not be waived by an employee for the purpose of receiving extra pay. Any Personal Leave Day not used by December 31st of each year shall be lost; there is no carry over provision. The leave must be taken as a whole and may not be divided into smaller increments of time. Unused Personal Leave Day hours will be paid upon termination of employment during the calendar year for which the leave was authorized. In order to be eligible for a personal leave day, the employee must have successfully completed an initial probationary period, if applicable.

#### **Article 22 – Licensing**

The Employer shall pay the entire fee for licenses or endorsements required for an employee to continue to perform the duties and responsibilities of a position which that Employee holds on the date the licensing requirement becomes effective. The Employer shall pay the entire fee for renewal of licenses or endorsements required for the position which an Employee holds, except that the Employer shall not pay the cost of renewal of a Class D driver's license or any endorsements thereto. Individuals applying for original appointment, promotion, demotion, reinstatement, transfer or appointment to another department for a position of employment which requires a license shall be responsible for the entire cost of obtaining that license.

#### **Article 23 - PERA Retirees**

23.1 Employees who retire and are between the ages of fifty-five (55) and sixty-five (65) shall be eligible for the same group hospital/ medical insurance coverage as is provided for active employees. The retiree insurance benefit shall be phased. Employees wishing to exercise this option shall do so no later than their date of retirement.

1. An Employee will earn one year of retiree insurance for each five-year increment of service for the first twenty years of service. After twenty years of service an Employee will gain six months of insurance coverage for each two and one-half years of service. The maximum coverage available under this benefit shall be six years. For the first five years of retiree insurance coverage earned, the Employer will pay for individual coverage, at the same percentage for the cost of premiums, on behalf of the retired Employee, during any consecutive period of time following the date of retirement, up to age 65, as is paid for current employees. The designation of the period of time during which the Employer will pay the cost of premiums shall be made by the Employee no later than their date of retirement. The retired Employee shall pay for coverage for eligible dependents at the same rate as current employees pay for such coverage.

2. For any earned coverage in excess of five years the Employer will pay for coverage on behalf of the retired Employee (up to age 65) at the rate of 50% of the cost of the premium. Premiums will be paid at 50% of what is being paid for eligible dependents.

3. The retired Employee shall pay the entire cost for coverage under the group plan (self and dependents), for any period of time following the date of retirement, up to age 65, during which the Employer is not paying the premiums pursuant to paragraphs 1 or 2 above. On the first of the month in which a retired Employee turns 65, the Employee may be eligible for Medicare.

Failure to make insurance payments to the Employer will terminate a retired Employee's right to continue in the group plan. To qualify for this benefit, an Employee must be eligible to receive a PERA annuity at the date of that Employee's retirement. However, it will be the former Employee's obligation to inform the Employer that he/she wishes to exercise this option. The Employer will not pay any retroactive premiums. The Employer has no responsibility for the payment of any premiums after the employee reaches age 65.

4. Any Employee hired after January 1, 2007 must have a minimum of 20 years of service with the Employer to qualify for the benefit outlined in this section.

5. All Employees hired on or after January 1, 2013 will no longer be eligible for the retiree health insurance contribution by the Employer. Employees who retire shall have the option to remain in the Employer's health insurance, at their own expense, until eligible for Medicare.

**Article 24 - Reserved**

**Article 25 – Mileage**

25.1 When authorized and approved by an Employee's Department Head, an Employee shall be reimbursed for use of the Employee's personal automobile to conduct the Employer's business at the following rates:

General use of a personal automobile:	Current IRS rate; or
In-city, high mileage use:	Current IRS rate plus \$0.15 per mile

"In-city, high mileage use" is available only for in-city miles and only to those positions which require an extensive use of their personal vehicle for the Employer's business. In the AFSCME unit these positions are:

Certified Building Official	Code Compliance Officer
Heating Inspector	Code Compliance Coordinator
Plumbing Inspector	Animal Control Officer
Electrical Inspector	
Housing Inspector	
Assistant Housing Inspector	
Property Appraiser	

**Article 26 – Waiver**

26.1 Any and all prior agreements, Personnel Policies resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent they are inconsistent with the provisions of this agreement, are hereby superseded.

26.2 The parties mutually acknowledge that during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with

respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this agreement for the stipulated duration of this agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this agreement or with respect to any term or condition of employment not specifically referred to or covered by this agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

#### **Article 27 - Savings Clause**

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of St. Cloud. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of the agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

#### **Article 28 - Meet and Confer**

(This article has been intentionally left blank)

#### **Article 29 - Termination**

This agreement shall continue in effect until December 31, 2022, and thereafter from year to year unless modified. If either party wishes to modify this agreement including the terms or conditions of employment, it shall, by October 1, 2022, or October 1 of each year thereafter, give written notice and shall then designate its bargaining committee; provided that should any change in state law or the St. Cloud City Charter be contrary to any provision of this memorandum, this memorandum shall be deemed amended to conform to such change.

This agreement is approved this 14<sup>th</sup> day of April, 2021, by the Employer and the Union.

FOR THE UNION

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]  
Valerie Hollumpun

[Handwritten Signature]

[Handwritten Signature] 4-1-21

\_\_\_\_\_

FOR THE EMPLOYER

[Handwritten Signature]

Dave Kleis, Mayor

[Handwritten Signature]  
Seth Kauffman, City Clerk



**EXHIBIT A**



**2021 - 2022 AFSCME Salary Schedule**

January 1, 2021 - 0%

January 1, 2022 - 3%

20 yr

		20 yr						20 yr					
		A	B	C	D	E	step-F	A	B	C	D	E	step-F
Parking Lot Attendant	3	19,7252	20,2719	20,8436	21,3903	22,0303	22,9115	20,3170	20,8801	21,4689	22,0320	22,6912	23,5988
	monthly	3,419	3,514	3,613	3,708	3,819	3,971	3,522	3,619	3,721	3,819	3,933	4,091
	annual	41,028	42,166	43,355	44,492	45,823	47,656	42,259	43,431	44,655	45,827	47,198	49,086
Building Maintenance Worker	5	20,8436	21,3903	22,0303	22,6576	23,3473	24,2812	21,4689	22,0320	22,6912	23,3373	24,0477	25,0096
	monthly	3,613	3,708	3,819	3,927	4,047	4,209	3,721	3,819	3,933	4,045	4,168	4,335
	annual	43,355	44,492	45,823	47,128	48,562	50,505	44,655	45,827	47,198	48,542	50,019	52,020
Gardens Assistant	4	21,3903	22,0303	22,6576	23,3473	24,0679	25,0306	22,0320	22,6912	23,3373	24,0477	24,7899	25,7815
	monthly	3,708	3,819	3,927	4,047	4,172	4,339	3,819	3,933	4,045	4,168	4,297	4,469
	annual	44,492	45,823	47,128	48,562	50,061	52,064	45,827	47,198	48,542	50,019	51,563	53,626
Accounting Clerk	7	22,0303	22,6576	23,3473	24,0679	24,8321	25,8254	22,6912	23,3373	24,0477	24,7899	25,5771	26,6002
	monthly	3,819	3,927	4,047	4,172	4,304	4,476	3,933	4,045	4,168	4,297	4,433	4,611
	annual	45,823	47,128	48,562	50,061	51,651	53,717	47,198	48,542	50,019	51,563	53,200	55,328
Administrative Secretary: Finance	9	23,3473	24,0679	24,8321	25,5839	26,4660	27,5246	24,0477	24,7899	25,5771	26,3514	27,2600	28,3504
	monthly	4,047	4,172	4,304	4,435	4,587	4,771	4,168	4,297	4,433	4,568	4,725	4,914
	annual	48,562	50,061	51,651	53,215	55,049	57,251	50,019	51,563	53,200	54,811	56,701	58,969
Heavy Equipment Op I	10	24,0679	24,8321	25,5839	26,4660	27,3234	28,4163	24,7899	25,5771	26,3514	27,2600	28,1431	29,2688
	monthly	4,172	4,304	4,435	4,587	4,736	4,926	4,297	4,433	4,568	4,725	4,878	5,073
	annual	50,061	51,651	53,215	55,049	56,833	59,106	51,563	53,200	54,811	56,701	58,538	60,879
Administrative & Field Asst	11	24,8321	25,5839	26,4660	27,3234	28,2055	29,3337	25,5771	26,3514	27,2600	28,1431	29,0517	30,2138
	monthly	4,304	4,435	4,587	4,736	4,889	5,085	4,433	4,568	4,725	4,878	5,036	5,237
	annual	51,651	53,215	55,049	56,833	58,667	61,014	53,200	54,811	56,701	58,538	60,428	62,845
Assistant Maintenance Supervisor	12	25,5839	26,4660	27,3234	28,2055	29,1934	30,3611	26,3514	27,2600	28,1431	29,0517	30,0692	31,2720
	monthly	4,435	4,587	4,736	4,889	5,060	5,263	4,568	4,725	4,878	5,036	5,212	5,421
	annual	53,215	55,049	56,833	58,667	60,722	63,151	54,811	56,701	58,538	60,428	62,544	65,046

Laboratory Technician	13	26,4660	27,3234	28,2055	29,1934	30,1688	31,3756	27,2600	28,1431	29,0517	30,0692	31,0739	32,3169
Non-Certified Engineer Tech	monthly	4,587	4,736	4,889	5,060	5,229	5,438	4,725	4,878	5,036	5,212	5,386	5,602
	annual	55,049	56,833	58,667	60,722	62,751	65,261	56,701	58,538	60,428	62,544	64,634	67,219
Accountant	14	27,3234	28,2055	29,1934	30,1688	31,2933	32,5450	28,1431	29,0517	30,0692	31,0739	32,2321	33,5214
Energy Specialist	monthly	4,736	4,889	5,060	5,229	5,424	5,641	4,878	5,036	5,212	5,386	5,587	5,810
Environmental Compliance Specialist	annual	56,833	58,667	60,722	62,751	65,090	67,694	58,538	60,428	62,544	64,634	67,043	69,725
Equipment Maintenance Specialist													
Infrastructure Services Specialist													
Park Operations Assistant													
Plan Reviewer													
Planning Technician													
Property Appraiser; Licensed													
Public Services Accountant													
Senior Environmental Health Tech													
Stormwater Compliance Spec													
Utility Water Quality Specialist													
Wastewater Services Specialist													
Water Services Specialist													
Certified Building Inspector; Ltd	15	28,2055	29,1934	30,1688	31,2933	32,3867	33,6822	29,0517	30,0692	31,0739	32,2321	33,3583	34,6926
Certified Engineering Technician	monthly	4,889	5,060	5,229	5,424	5,614	5,838	5,036	5,212	5,386	5,587	5,782	6,013
Electrical Services Electrician	annual	58,667	60,722	62,751	65,090	67,364	70,059	60,428	62,544	64,634	67,043	69,385	72,161
Transportation System Technologist													
Certified Building Inspector	16	29,1934	30,1688	31,2933	32,3867	33,4864	34,8259	30,0692	31,0739	32,2321	33,3583	34,4910	35,8706
Electrical Inspector	monthly	5,060	5,229	5,424	5,614	5,804	6,037	5,212	5,386	5,587	5,782	5,978	6,218
Heating Inspector	annual	60,722	62,751	65,090	67,364	69,652	72,438	62,544	64,634	67,043	69,385	71,741	74,611
Plumbing Inspector													
Senior Plan Reviewer	20	33,4864	34,7413	35,9714	37,2077	38,5000	40,0400	34,4910	35,7835	37,0505	38,3239	39,6550	41,2412
	monthly	5,804	6,022	6,235	6,449	6,673	6,940	5,978	6,203	6,422	6,643	6,874	7,149
	annual	69,652	72,262	74,821	77,392	80,080	83,283	71,741	74,430	77,065	79,714	82,482	85,782

EXHIBIT B



CITY of ST. CLOUD  
 SALARY SCHEDULE FOR PART TIME WORKERS  
 Effective 1-1-2021

Range No.	A	B	C	D	E	F	G	H	I	J	K	L	M
12	--	--	--	--	--	--	--	10.08	10.22	10.73	11.28	11.84	12.43
13	--	--	--	--	--	--	10.08	10.22	10.73	11.28	11.84	12.43	13.05
14	--	--	--	--	--	10.08	10.22	10.73	11.28	11.84	12.43	13.05	13.71
15	--	--	--	--	10.08	10.22	10.73	11.28	11.84	12.43	13.05	13.71	14.39
16	--	--	--	10.08	10.22	10.73	11.28	11.84	12.43	13.05	13.71	14.39	15.10
17	--	--	10.08	10.22	10.73	11.28	11.84	12.43	13.05	13.71	14.39	15.10	15.86
18	--	--	10.22	10.73	11.28	11.84	12.43	13.05	13.71	14.39	15.10	15.86	16.65
19	--	--	10.73	11.28	11.84	12.43	13.05	13.71	14.39	15.10	15.86	16.65	17.47
20	--	--	11.28	11.84	12.43	13.05	13.71	14.39	15.10	15.86	16.65	17.47	18.35
21	--	--	11.84	12.43	13.05	13.71	14.39	15.10	15.86	16.65	17.47	18.35	19.26
22	--	--	12.43	13.05	13.71	14.39	15.10	15.86	16.65	17.47	18.35	19.26	20.23
23	--	--	13.05	13.71	14.39	15.10	15.86	16.65	17.47	18.35	19.26	20.23	21.24
24	--	--	13.71	14.39	15.10	15.86	16.65	17.47	18.35	19.26	20.23	21.24	22.31
25	--	--	14.39	15.10	15.86	16.65	17.47	18.35	19.26	20.23	21.24	22.31	23.42
26	--	--	15.10	15.86	16.65	17.47	18.35	19.26	20.23	21.24	22.31	23.42	24.58
27	--	--	15.86	16.65	17.47	18.35	19.26	20.23	21.24	22.31	23.42	24.58	25.82
28	--	--	16.65	17.47	18.35	19.26	20.23	21.24	22.31	23.42	24.58	25.82	27.12
29	--	--	17.47	18.35	19.26	20.23	21.24	22.31	23.42	24.58	25.82	27.12	28.47
30	--	--	18.35	19.26	20.23	21.24	22.31	23.42	24.58	25.82	27.12	28.47	29.89
31	--	--	19.26	20.23	21.24	22.31	23.42	24.58	25.82	27.12	28.47	29.89	31.38
32	--	--	20.23	21.24	22.31	23.42	24.58	25.82	27.12	28.47	29.89	31.38	32.95
33	--	--	21.24	22.31	23.42	24.58	25.82	27.12	28.47	29.89	31.38	32.95	34.59
34	--	--	22.31	23.42	24.58	25.82	27.12	28.47	29.89	31.38	32.95	34.59	36.34
35	--	--	23.42	24.58	25.82	27.12	28.47	29.89	31.38	32.95	34.59	36.34	38.15



CITY of ST. CLOUD  
 SALARY SCHEDULE FOR PART TIME WORKERS  
**Effective 1-1-2022**

Range No.	A	B	C	D	E	F	G	H	I	J	K	L	M
12	--	--	--	--	--	--	--	10.08	10.53	11.05	11.62	12.20	12.80
13	--	--	--	--	--	--	10.08	10.53	11.05	11.62	12.20	12.80	13.44
14	--	--	--	--	--	10.08	10.53	11.05	11.62	12.20	12.80	13.44	14.12
15	--	--	--	--	10.08	10.53	11.05	11.62	12.20	12.80	13.44	14.12	14.82
16	--	--	--	10.08	10.53	11.05	11.62	12.20	12.80	13.44	14.12	14.82	15.55
17	--	--	10.08	10.53	11.05	11.62	12.20	12.80	13.44	14.12	14.82	15.55	16.34
18	--	--	10.53	11.05	11.62	12.20	12.80	13.44	14.12	14.82	15.55	16.34	17.15
19	--	--	11.05	11.62	12.20	12.80	13.44	14.12	14.82	15.55	16.34	17.15	17.99
20	--	--	11.62	12.20	12.80	13.44	14.12	14.82	15.55	16.34	17.15	17.99	18.90
21	--	--	12.20	12.80	13.44	14.12	14.82	15.55	16.34	17.15	17.99	18.90	19.84
22	--	--	12.80	13.44	14.12	14.82	15.55	16.34	17.15	17.99	18.90	19.84	20.84
23	--	--	13.44	14.12	14.82	15.55	16.34	17.15	17.99	18.90	19.84	20.84	21.88
24	--	--	14.12	14.82	15.55	16.34	17.15	17.99	18.90	19.84	20.84	21.88	22.98
25	--	--	14.82	15.55	16.34	17.15	17.99	18.90	19.84	20.84	21.88	22.98	24.12
26	--	--	15.55	16.34	17.15	17.99	18.90	19.84	20.84	21.88	22.98	24.12	25.32
27	--	--	16.34	17.15	17.99	18.90	19.84	20.84	21.88	22.98	24.12	25.32	26.59
28	--	--	17.15	17.99	18.90	19.84	20.84	21.88	22.98	24.12	25.32	26.59	27.93
29	--	--	17.99	18.90	19.84	20.84	21.88	22.98	24.12	25.32	26.59	27.93	29.32
30	--	--	18.90	19.84	20.84	21.88	22.98	24.12	25.32	26.59	27.93	29.32	30.79
31	--	--	19.84	20.84	21.88	22.98	24.12	25.32	26.59	27.93	29.32	30.79	32.32
32	--	--	20.84	21.88	22.98	24.12	25.32	26.59	27.93	29.32	30.79	32.32	33.94
33	--	--	21.88	22.98	24.12	25.32	26.59	27.93	29.32	30.79	32.32	33.94	35.63
34	--	--	22.98	24.12	25.32	26.59	27.93	29.32	30.79	32.32	33.94	35.63	37.43
35	--	--	24.12	25.32	26.59	27.93	29.32	30.79	32.32	33.94	35.63	37.43	39.29

**EXHIBIT C: Longevity Schedule**

YEARS	MONTHS											
	1	2	3	4	5	6	7	8	9	10	11	
25	1200.00	1200.00	1200.00	1200.00	1200.00	1200.00	1200.00	1200.00	1200.00	1200.00	1200.00	1200.00
24	1011.50	1015.00	1018.50	1022.00	1025.50	1029.00	1032.50	1036.00	1039.50	1043.00	1046.50	
23	969.50	973.00	976.50	980.00	983.50	987.00	990.50	994.00	997.50	1001.00	1004.50	
22	927.50	931.00	934.50	938.00	941.50	945.00	948.50	952.00	955.50	959.00	962.50	
21	885.50	889.00	892.50	896.00	899.50	903.00	906.50	910.00	913.50	917.00	920.50	
20	843.50	847.00	850.50	854.00	857.50	861.00	864.50	868.00	871.50	875.00	878.50	
19	687.00	690.00	693.00	696.00	699.00	702.00	705.00	708.00	711.00	714.00	717.00	
18	651.00	654.00	657.00	660.00	663.00	666.00	669.00	672.00	675.00	678.00	681.00	
17	615.00	618.00	621.00	624.00	627.00	630.00	633.00	636.00	639.00	642.00	645.00	
16	579.00	582.00	585.00	588.00	591.00	594.00	597.00	600.00	603.00	606.00	609.00	
15	543.00	546.00	549.00	552.00	555.00	558.00	561.00	564.00	567.00	570.00	573.00	
14	422.50	425.00	427.50	430.00	432.50	435.00	437.50	440.00	442.50	445.00	447.50	
13	392.50	395.00	397.50	400.00	402.50	405.00	407.50	410.00	412.50	415.00	417.50	
12	362.50	365.00	367.50	370.00	372.50	375.00	377.50	380.00	382.50	385.00	387.50	
11	332.50	335.00	337.50	340.00	342.50	345.00	347.50	350.00	352.50	355.00	357.50	
10	302.50	305.00	307.50	310.00	312.50	315.00	317.50	320.00	322.50	325.00	327.50	
9	218.00	220.00	222.00	224.00	226.00	228.00	230.00	232.00	234.00	236.00	238.00	
8	194.00	196.00	198.00	200.00	202.00	204.00	206.00	208.00	210.00	212.00	214.00	
7	170.00	172.00	174.00	176.00	178.00	180.00	182.00	184.00	186.00	188.00	190.00	
6	146.00	148.00	150.00	152.00	154.00	156.00	158.00	160.00	162.00	164.00	166.00	
5	122.00	124.00	126.00	128.00	130.00	132.00	134.00	136.00	138.00	140.00	142.00	
4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

EXHIBIT D – Random Drug & Alcohol Testing

The City of St. Cloud has a Drug and Alcohol free Workplace policy in place that prohibits the use of controlled substances and/or alcohol in the workplace. See City Policy 2002-1.

The following titles shall be subjected to drug and alcohol testing, following the identical protocol as required for those holding a Commercial Driver 's license. This includes random testing, reasonable suspicion testing, return-to-duty testing, and follow-up testing in the event of a positive test. Some titles may be included that are currently tested under the CDL policy; they will not be included in two separate pools but this list is to ensure all are included under one policy or the other (some job classifications do not require a CDL but some individuals within that classification have elected to obtain a CDL and be included under the federal policy).

Custodian  
Building Maintenance Worker  
Parking Meter Aide  
Community Service Officer  
Whitney Center Building Maintenance Supervisor  
Civic Center Operations Technicians  
MAC Golf/Stadiums Operations  
MAC Ice Arena Operations  
Traffic Control Technician  
Water Customer Service Technician  
Property Appraiser  
Electrical Services Electrician  
Civic Center Operations Technician Supervisor  
Environmental Health Technician  
Transportation System Technologist  
Permit Technician  
Senior Permit Technician  
Whitney Senior Center Operations Technician  
Recreation Department Maintenance Supervisor  
Utilities Aide  
Recreation Programmer  
Laboratory Technician  
Non-certified Engineering Technician  
Engineering Technician  
Certified Building Official; Ltd  
Certified Building Official  
Electrical Inspector  
Plumbing Inspector  
Heating Inspector  
Parking Meter Technician  
Meter Reader/Installer

Tree Trimmer  
Instrumentation Technician  
Treatment Plant Operator  
Assistant Maintenance Supervisor  
Wastewater Operations Specialist  
Water Services Specialist

The City shall randomly test 50% of the employees included in the job classifications listed above, annually, for controlled substances and 10% of the employees for alcohol. A positive test will result in the employee being removed from their job duties until they are seen by a substance abuse professional and receive recommendations. The employee is responsible for making the request for a leave of absence immediately and will not be returned to the workplace until recommendations are received and a return to duty test is successfully completed. An absence of more than 3 days with no communication from the employee will be treated as a voluntary resignation. A release must be signed to allow Human Resources to receive these recommendations, and verification that the recommended course of action has been successfully completed. Before returning to work, the employee must pass a return-to-work test. A controlled substance test must be negative, and an alcohol test must be less than .02 to allow an employee back to work. Accommodations will be made for an employee upon a first violation to allow for treatment, rehabilitation, counseling, education, or other courses of action as prescribed by the health care professional. Subsequent violations may be considered just cause for termination.

Selection of random testing and related procedures will follow the DOT prescribed protocol.

**CITY OF ST CLOUD AND  
AFSCME COUNCIL 65, LOCAL 748  
(GENERAL UNIT)**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made the 24 day of May, 2021 by and between the City of St. Cloud (the "Employer") and AFSCME Council 65, Local 748, General Unit (the "Union") regarding the payment of unused sick time and shall read as follows for the 2021-2022 contract:

**21.1 C. Unused Sick Leave Payment upon Separation, Retirement, Disability or Death for Employees.** The Employer will pay into a post-employment Health Care Savings Plan (HCSP), administered by the Minnesota State Retirement System (MSRS), to all Employees 50 percent (50%) of unused sick leave up to a maximum of 600 hours at the Employee's then current level of compensation at time of: (1) separation of employment after completion of 20 years of service, (2) retirement, or (3) PERA approved disability. "Retirement" means the Employee is eligible to collect PERA retirement or disability payments. The Employer will pay 50 percent (50%) of unused sick leave up to a maximum of 600 hours to an Employee's estate or designated beneficiary, upon the death of an Employee. These funds shall be withheld pre-tax and invested at the direction of the individual Employee, and may be used to pay eligible medical/dental expenses as described by IRS Publication 502. Any remaining severance will be paid to the Employee upon separation and subject to all federal, state, and local taxes.

Approved this 24 day of May, 2021 by the City and the Union.

FOR THE UNION

Luke Langner  
Luke Langner,

[Signature]  
AFSCME Local 748A Representative

FOR THE CITY

Dave Kleis  
Dave Kleis, Mayor

[Signature]  
Seth Kauffman, City Clerk