



LABOR AGREEMENT

Between

THE CITY OF ST. CLOUD

And

**THE AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES,
AFL-CIO COUNCIL #65, LOCAL UNION # 748**

ASSISTANT CITY ATTORNEYS UNIT

Covering the Period of

January 1, 2023 through December 31, 2024

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- Exhibit A: Salary Schedule
- Exhibit B: Longevity Schedule
- Exhibit C: Memorandum of Understanding: Drug and Alcohol Policy
- Exhibit D: Memorandum of Understanding: Contracting Services

LABOR AGREEMENT

Article 1 - Purpose of Agreement

This agreement is entered between the City of St. Cloud, hereinafter called the “Employer,” and Local 748 of the American Federation of State, County and Municipal Employees, 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 his/her race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, age, sexual orientation, and/or familial status, or because of participation or nonparticipation in Union affairs.

This Article II 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.

Article 3 – Definitions

- 3.1 **Base Pay Rate** is the employee's hourly pay rate exclusive of longevity or any other special allowance.
- 3.2 **Departments** are the primary organizational units of the City as defined by the Administrative Code.
- 3.3 **Employee** is a member of the exclusively recognized bargaining unit.
- 3.4 **Employer** is the City of St. Cloud, Minnesota.
- 3.5 **Regular Employee** means an employee who has successfully completed a probationary period.
- 3.6 **Position** means any specific office, employment or job calling for the performance of certain duties and for exercise of certain responsibilities by one individual.
- 3.7 **Probationary Period** means a working test period during which an employee is required to demonstrate his/her fitness for the position to which he/she is appointed by actual performance of its duties.
- 3.8 **Retirement** means leaving City service and being eligible to draw Public Employee Retirement Association benefits.
- 3.9 **Seniority** is the total length of continuous service from first date of hire after gaining regular employee status.
- 3.10 **Union** is the American Federation of State, County and Municipal Employees, Local 748, Council No. 65, AFL-CIO.
- 3.11 **Work Rules** are departmental regulations relating to working conditions.
- 3.12 **Lay off** is separation from service with the Employer necessitated by lack of work, lack of funds, or other reasons without reference to incompetence, misconduct, or other behavioral considerations.

Article 4 – Recognition

The Employer recognizes the Union as the exclusive bargaining representative for all assistant city attorneys employed by the City of St. Cloud, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.

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 Union dues, 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 City as a result of any action taken or not taken by the City under the above provisions.
- 5.5. **Stewards.** One Employee selected by the Union to act as Union representative shall be known as a stewards.
- 5.6 **Negotiations Through Designated Representatives.** The parties agree that all negotiations will be conducted exclusively between the designated representatives of the City and the Union. Neither party will make any effort to bypass the spokesperson of the other party during the period of negotiations.
- 5.7 **Union Business.** No Union business will be performed on City time other than as required to represent Union members in grievance procedure. The Union must attempt to secure permission from the Department Head or his designated representative in order to contact any employee on City time. A Union staff representative may assist a steward to process or investigate a grievance.

Article 6 - Employer Security

- 6.1 **No Strikes.** Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in

the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this Article, the Union shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

- 6.2 Lockouts. No lockout shall be instituted by the Employer during the life of this Agreement provided Section 6.1 of this Article is not violated by employees or the Union.

Article 7 - Employer Authority

- 7.1 Right to Manage. The Employer retains the full and unrestricted right to operate and manage all personnel, 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 perform any inherent managerial function not specifically limited by this agreement.
- 7.2 Terms and Conditions of Employment. 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 Administration of the City will negotiate with the Union and attempt to reach agreement on such changes.

Article 8– Discipline

- 8.1 The Employer will discipline employees who have completed the probationary period for just cause only.
- 8.2 All documentation of discipline, to become part of an employee’s personnel file, shall be read and acknowledged by signature of the employee.

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 a member of this bargaining unit and the exclusive representative as representatives for the grievance procedure.
- 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(s) 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 outside the bargaining unit. 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) working days after the final answer in Step 1.
- Step 2. Department Head.** The written grievance shall be presented to and discussed with the Department Head or in his absence by the Acting Department

Head. The Department Head or Acting Department Head shall give the employee the Employer's answer in writing within ten (10) working days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) working days following the final answer in Step 2.

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

If the Union does not strike arbitrators within thirty (30) calendar days of the date of the arbitration panel from the Bureau of Mediation Services, the grievance shall be considered waived.

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 an 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 IX or a procedure such as: Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 5 of Article IX, the grievance is not subject to the arbitration procedure as provided in Step 5 of Article IX. The Union shall indicate in writing which procedure is to be utilized--Step 5 of Article IX

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. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

Article 10 - Probationary and Trial Periods

- 10.1 New Employees. All newly hired or rehired regular employees will serve a twelve (12) month probationary period. All regular part-time employees shall serve a probationary period of 2,080 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. Honorably discharged veterans as defined by M.S. §197.447 shall be removed only in accordance with the provisions of M.S. §197.46.
- 10.3 Regular Employment Status. Every appointment, whether original or promotional, shall become regular at the end of the probationary period.
- 10.4 Interruption of Services. Any interruption of service during the probationary period shall not be counted as part of the probationary period.

Article 11 – Layoff and Recall

- 11.1 Order of Layoff. In the event of a layoff part-time, temporary, and probationary bargaining unit employees in the same classification will be laid off prior to the layoff of full-time bargaining unit employees. Full-time bargaining unit employees will be laid off in the inverse order in which they were hired.
- 11.2 Layoff Notice. Employees shall be given at least a fourteen (14) day written notice of layoff.
- 11.3 Seniority on Layoff. Employees will retain seniority earned prior to layoff but will not earn seniority while on layoff status.
- 11.4 Accrued Sick Leave Hours on Layoff. The accrued and unused sick leave hours an employee had at the time of layoff will be reinstated to the employee upon recall from layoff.

- 11.5 Recall Period. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. In the event of a recall, employees shall be recalled in the inverse order of layoff. The Employer shall not hire new employees in the bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work. An employee who declines recall shall be deemed to have voluntarily separated from employment. Reinstatement rights shall automatically cease twelve (12) months from the date of layoff and no further rights to reinstatement shall exist.
- 11.6 Recall Notice. Employees who are eligible for recall shall be given written notice of recall with a copy to the Union. The employee must provide written notice to the Employer's Human Resources Department of their intention to return within seven (7) calendar days of the date of the recall notice. The employee must be willing to report and return to work within fourteen (14) calendar days of the date of the written notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the written recall notice to the mailing address provided by the employee. It is the obligation and responsibility of the employee to provide the Employer with his/her current mailing address.

Article 12- Work Schedules

- 12.1 The normal work week for full-time employees shall consist of forty (40) hours. However, it is expected that employees will provide the service necessary to carry out the responsibilities of their positions. At the City Attorney's discretion, an employee may be allowed some flexibility in work hours.
- 12.2 Attorneys are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) as professional employees and shall not be entitled to accrue overtime or compensatory time for hours worked in excess of forty (40) hours per week.

Article 13 - Insurance

13.1 Hospital/Medical Plans.

A. Selection of Plans. The City shall provide hospital/medical insurance through the current negotiated insurance plans, or another plan providing at least equivalent coverage.

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 City. Any changes to insurance which are considered a reduction in aggregate benefit shall be negotiated with the Union prior to changing.

B. Cancer Insurance. The City 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 City wishes to impose.

C. Short-term Disability Insurance. The City 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 City wishes to impose.

13.2 Life, Dental, Short-term and Long-term Disability Plans.

A. Plan Coverage. Life insurance is provided through a \$20,000 term policy on the employee only with the option to purchase family (\$10,000 term policy on an employee's spouse and \$5,000 term policy on the employee's dependents). Employees also have the option of purchasing a supplemental term policy solely at the expense of the employee.

B. Dental insurance. Is provided with a negotiated carrier.

C. Supplemental Life Insurance. Employees exercising the option to purchase supplemental life insurance may do so solely at employee cost.

13.3 Insurance Contributions.

A. City Contribution. The City shall contribute ninety percent (90%) of the total cost of premiums for family coverage, together with life insurance (\$20,000 basic, \$10,000 spouse and \$5,000 dependent) and dental. The City shall contribute one hundred percent (100%) of the total cost for an employee choosing single coverage. Family coverage for purposes of insurance includes the employee and any dependents to which coverage is extended under the City's insurance policies.

For employees choosing coverage under the HSA plan the City shall contribute \$1100.00 over the course of the calendar year toward the deductible for single coverage and \$2750.00 over the course of the calendar year toward the deductible for family coverage on this plan. For enrollments later in the year, the amount will be pro-rated. All contributions are made to the employee's HSA account.

B. Election of Single Coverage. Any employee eligible to carry family coverage may at their option elect to take single coverage. The City will pay any employee making the election \$2000 per year during each year of the contract. 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.

C. Opt Out Option. Any employee who can show proof of minimum essential insurance coverage from any other source for themselves and any eligible tax dependents may opt out of the City insurance plan. For those employees who choose this option the City will compensate them \$3,100.00 annually. These employees may return to the City Insurance plan through qualifying events or through open enrollment each year. Payment will be made at the end of each calendar year. If an employee leaves employment prior to the end of the calendar year they shall receive a payment for the prorated portion of

this payment. If the allowable opt out formula amount is adjusted by the Health Insurance provider the payment shall adjust to reflect the maximum allowable amount.

D. Payroll Deduction. Employees shall be responsible for all costs of insurance in excess of the City's contribution. That amount shall be directly deducted from an employee's compensation.

E. Meet and Confer. The City and the Union agree to meet and confer on any issues regarding insurance coverage during the term of the contract.

13.4 Flexible Benefit Plan. The City 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 City'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 City.

13.5 Prorated Insurance for Regular Part Time Employees. Health insurance coverage will be made available to regular part time employees. The City will contribute half of the normal city contribution for employees working at least twenty but less than thirty hours per week.

13.6 Post Employment Health Care Savings Plan. The City will establish Post-Retirement Health Care Savings Plan. Funds designated by the group shall be deposited into an account to be used following separation of City service. The City will not contribute any monies to the fund.

Any severance due the coordinated PERA employee from the banked sick leave account, unused sick leave, and current year's accrued sick leave shall be deposited at 100% into a Post-Retirement Health Care Savings Plan account to be used following separation of City service. 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 from earned vacation payable, longevity or personal leave day shall be paid out in cash to the employee, or their beneficiary, upon separation and subject to all federal, state, and local taxes.

Upon the death of an employee, any money due or not yet paid cannot be received by the Health Care Savings Plan. Any such balances will be paid out to the employee's beneficiaries or estate.

- 13.7 Recreation Facilities at Whitney Recreation Center. As part of its effort to promote employee wellness and thereby restrain escalating insurance premiums, the recreation facilities at the Whitney Recreation Center will be 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.

Article 14 – Salaries

- 14.1 Pay Plan. New hires will start at the starting pay rate of the applicable salary schedule. The Assistant City Attorneys will be classified in Pay Grade 110 of the new classification structure. The salary schedules and step placement are attached to this agreement in Exhibit A. The following shall reflect the pay schedule adjustments for the following years: 2023 and 2024.

January 1, 2023: General increase of 3% to all steps on salary schedule.

January 1, 2024: General increase of 3% to all steps on salary schedule.

- 14.2 Pay Anniversary Date. The pay anniversary dates for employees appointed, promoted, or demoted prior to January 1, 2023, shall be January 1. The pay anniversary dates for employees appointed, promoted, or demoted on or after January 1, 2023 shall be the actual date of the action.

- 14.3 Step Increases. All employees not at the top step of their pay range will receive a one-step increase on their anniversary date annually.

- 14.4 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.

- 14.5 Direct Deposit. All employees in the bargaining unit shall participate in the system established by the City for direct deposit of salaries.

Article 15 - Employment Status

- 15.1 Full-Time Employee. An employee scheduled to work forty (40) regular hours per week.
- 15.2 Part-Time Employee. An Employee scheduled to work less than 40 hours per week.
- 15.3 Benefit-Eligible Employee. A "regular" employee scheduled to work thirty (30) or more regular hours per week.
- 15.4 Pro-Rata Benefits. Regular part-time employees shall receive pro-rata fringe benefits established by this agreement based on the ratio of the hours in their normal work week to forty (40).
- 15.5 No Benefits. Non-benefit-eligible employees shall be compensated at the hourly rate of their assigned job classification for all hours worked, but shall not earn or be eligible for any fringe benefits established by this agreement.
- 15.6 Casual Employee. The Union and the Employer recognize that circumstances may arise in which it is necessary to hire a casual employee(s) when a bargaining unit employee is on a leave of absence with an expected or actual duration of more than four weeks. A casual employee is a person having no permanent or regular status. A casual employee may be hired to work part-time or full-time for no more than nine months in any twelve month period, provided that replacements for employees on military leave pursuant to Minn. Stat. § 192.261 may be hired for the duration of the military leave. The City will have a fourteen (14) calendar day transition period after the employee returns to work, if the casual employee remains employed beyond the fourteen (14) days the casual employee becomes a regular employee with all benefits of the contract. A casual

employee shall not be hired to fill a bargaining unit position. Notwithstanding any other provision in this Agreement to the contrary, the only provision of this Agreement applicable to casual employees is the wage schedule.

Article 16 – Holidays

16.1 **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

16.2 **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.

Article 17 – Vacations

17.1 **Vacation Earning Schedule.** Vacation is earned at the following rates:

	<u>Hours Per</u>	<u>Hours Per</u>	<u>Maximum</u>
	<u>Pay Period</u>	<u>Year</u>	<u>Accrual</u>
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

- 17.2 Anniversary Date. All increases in vacation are based on the employee's anniversary date of original appointment during a period of continuous employment.
- 17.3 Probationary Period. Vacation is earned during the initial probationary period, but the employee is not eligible to use all vacation earned until after the first six (6) months of continuous employment. 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. If a new employee leaves the service before completing their probationary period, the employee will receive no vacation pay.
- 17.4 Availability of Vacation. Vacation is earned and credited each two (2) week pay period. Vacation is available for use as it is earned, with the exception of newly hired employees serving an initial probation, unless allowed at the sole discretion of the employee's immediate supervisor or department head, as set forth in 17.3.
- 17.5 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 June 30th of each year the number of vacation hours shall be automatically reduced to the allowable maximum.
- 17.6 Requests for Vacation Leave. Requests for vacation leave shall be made on forms provided by the City 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.
- 17.7 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 July 1, he/she shall be compensated in time off in the following year.
- 17.8 Payout of Vacation. Upon resignation, retirement, layoff, or death the employees accrued vacation shall be paid out to the employee and or their beneficiary.

Article 18 - Longevity Pay

18.1 Establishing Longevity. All full-time employees shall be eligible for longevity pay in accordance with the provisions of this article.

18.2 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:

Service Time	Total Months	Monthly Rate	Total Longevity
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:

Service Time	Total Months	Monthly Rate	Total Longevity
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:

Service Time	Total Months	Monthly Rate	Total Longevity
--------------	--------------	--------------	--------------------

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

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:

Service Time	Total Months	Monthly Rate	Total Longevity
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:

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

- 18.3 Continuous Service to be Eligible. Service with the City must be continuous, no resignation, 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, or other Leave of Absence will not be considered an interruption of employment as provided by state law.
- 18.4 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.
- 18.5 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 City, an employee's accumulated longevity pay will then be paid.

- 18.6 The Bargaining Unit shall forego Longevity under the same conditions and at the same time that other employees in the City forego this benefit.

Article 19- Separation

- 19.1 **Notice Required.** Thirty (30) day notice of the employee's desire to terminate employment shall be given to the City by an employee. If an employee fails to do so, the employee shall forfeit all benefits covered by the provisions of this agreement.

Article 20 - Leaves of Absence

- 20.1 **Sick Leave Allowance and Use.** Each benefit eligible employee shall be entitled to sick leave with pay at the rate of one working day, eight (8) hours, for each calendar month of full-time service, accumulative to a maximum of 150 days. This shall be calculated each pay period. Employees shall have charged against their sick leave accumulation the actual number of working hours during which they are absent on sick leave. Sick leave privileges shall begin to accrue on the date of City employment, and time on layoff, suspension, leave without pay, or sick leave for injury on the job after sick leave has expired shall not be counted in determining a full month's service.

a. Causes for Granting Sick Leave: Sick leave shall be granted only for benefit eligible employees for absence from duty because of personal illness, legal quarantine, injury, or death or illness in the immediate family. Immediate family for death shall be defined as the employee's spouse, children, adult children, stepchildren, parents, step-parents, grandparents, grandchildren, siblings, or any member of the employee's household. It shall also include the employee's spouse's children, adult children, parents, siblings, step-parents, grandparents, grandchildren, or siblings. Immediate family for illness shall be defined as the employee's spouse, children, adult children, parents, siblings, grandparents, step-parents, or any members of the employee's household. Absence due to injury must be accompanied by a physician certification of restrictions or

limitations that may allow an employee to perform modified duty. Sick leave may be utilized for reasonable periods of time as the employees' attendance may be necessary per MN Statute 181.9413.

b. 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 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.

c. Waiving Use of Sick Leave: Upon written request to his/her department head, an employee may waive use of his/her sick leave.

d. Physician's Certificate: After two (2) days of sick leave, 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 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 City may request a second opinion, at its expense, from a health care provider it designates.

20.2 Payment for Unused Sick Leave. Upon disability or separation with the City the following portion of unused sick leave will be payable into a post-employment Health Care Savings Plan (HCSP), administered by the Minnesota State Retirement System (MSRS), to an employee, or payable on the death of an employee to the employee's estate or designated beneficiary. These funds shall be withheld pre-tax and invested at the discretion of the individual Employee and may be used to pay eligible medical/dental expenses as described by IRS Publication 502. If the following criteria are met the employee is eligible for 65% of unused sick leave, up to a maximum of 780 hours, to be paid upon separation:

- Employee retires from service (must be PERA Retirement Eligible and 60 years of age or older); and
- Employee has at least 20 years of employment with the City.

If the following criteria are met the employee is eligible for 50% of unused sick leave, up to a maximum of 600 hours, to be paid upon separation:

- PERA Retirement Eligible Employee, with less than 20 years of service;
or
- Employee resigns from service with at least 20 years of employment with the City and is not 60 years of age or older.

If neither of the above criteria are met, the employee is not eligible for the payment of unused sick leave at the time of separation. In no case will unused sick leave be paid to an employee who is involuntarily terminated from employment.

After accumulation of 90 days of sick leave, employees may elect to be paid each year for 50% of all unused sick leave earned that year (a maximum of 6 days), the amount of such payment to be paid in July of each year. For this purpose, the year will run July 1 through June 30 of the following year. The city will notify employees who are eligible to make elections. If no election is made for payment by June 1 of the payment year, that amount along with the other 50% of all unused sick leaves earned that year will be accrued until the employee has accumulated one hundred fifty (150) days of sick leave.

After accumulation of one hundred fifty (150) days of sick leave, one hundred percent (100%) of accumulated unused sick leave above the one hundred fifty (150) days shall be converted to dollars and paid into a Post- Employment Health Care Savings Account for each employee. For this purpose, the year will run July 1 through June 30 of the following year.

20.3 Injury on the Job. When an employee is injured while working for the City 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 City shall receive the worker's compensation payments granted the employee, and in return shall credit the employee with sick leave in proportion to such payments, such amount to be rounded off to the nearest dollar. In other words, the City pays the employee for days missed in the sick leave pay. When the Worker's Compensation check is received by the City, the City keeps the check and credits the employee back the amount of sick leave covered by the check (usually 2/3).

2. When he/she has no sick leave or vacation credits, an employee shall receive the benefits and payments granted him/her according to the State Worker's Compensation laws.

20.4 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.

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.

20.5 Military Leave. Military Leave shall be granted in accordance with applicable State and Federal Laws.

20.6 Other Leaves of Absence With Pay. Any 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 City during his/her leave shall equal the difference between his/her regular compensation and compensation paid for jury duty.

A leave of absence for illness, injury, or disability may also be granted with the application of available sick leave pay if the employee produces a physician's certificate before the requested leave is to begin, specifying the condition, how this condition prevents the employee from performing the essential duties of their job, any reasonable accommodations that could be made to allow the employee to perform the essential duties of the position, an expected date of return to work including limitations or restrictions and the time anticipated before the employee is fully performing all aspects of the position description. Any information listed above that is not included in the employee's request for sick leave pay during an extended leave of absence may be cause for not granting the leave, or for granting the leave without pay.

20.7 Leaves of Absence Without Pay. Any employee who has no sick leave, and is mentally or physically incapacitated to perform his/her duties; or who, for any stated reason wishes to absent him/herself from his/her duties, may be granted a leave of absence in accordance with Section 20.12, Procedures for Requesting Leaves of Absence, of this contract. Such leave shall be granted only when it is deemed to be in the best interest of the City shall not exceed one year.

20.8 Parental Leave. Every employee that works an average of 20 hours or more per week and has been an employee of the City for at least one year is eligible for parental leave. A

maximum of twelve weeks unpaid parental leave is permitted to a mother or father upon the birth or adoption of a child; the leave begins at the time requested by the employee, but must be within six weeks of the birth or adoption of the child. Reference Minnesota Statute 181.940.

20.9 Family/Medical Leave. The City will follow all federal and state laws related to the Family and Medical Leave Act.

20.10 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. The employee shall be eligible to use the Personal Leave Day after being employed for at least 6 months.

20.11 Procedures for Requesting Leaves of Absence. All requests for leaves of absence of less than 30 days other than sick leave, funeral leave, vacation leave, and leave to attend employee organization meetings, shall be made by the employee, on forms provided by the City, to his/her immediate supervisor in accordance with the following schedule:

1. For leaves of 30 days or less, two 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.

2. For leaves of absence which do not require prior approval by the appointing authority, such as military duty, jury duty, and appearance before a court, notice shall be given by the employee immediately upon his/her knowledge of the need for such leave.

3. For employee requests for leaves of absence of more than 30 days shall be made to the Mayor's Office with a minimum of 30 days' notice, unless due to special circumstances this time period is waived by the Mayor upon recommendation of the Department head.

Requests for leaves of absence are submitted to the Department Head for a recommendation to the Mayor for approval or denial. An employee's request for a leave of absence of less than 30 days shall be answered, within ten days after request has been made, by the Mayor's Office.

20.12 Benefits While on Leave of Absence. For cases of illness or injury, seniority may be accrued while on an approved leave of absence, along with full longevity benefits. A maximum of one year of credit may be earned. Holidays, vacation, and sick leave benefits shall not accrue during an approved leave of absence without pay.

20.13 Re-employment 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. If an employee is granted a leave of absence for educational purposes, that employee will be given first opportunity for any job opening which occurs in the same or similar classification to that previously held, and for which the employee is qualified.

Article 21 - PERA Retirees

21.1 PERA RETIREES (appointed on after 8/6/01):

Employees hired after 8/6/01 shall be entitled to remain on the City's group health insurance plan at their own expense as permitted by state and federal laws upon qualifying retirement. There is no provision for City-paid retiree insurance.

Article 22- Allowances

22.1 Professional Licenses and C.L.E.'s. The Employer shall incur the costs for all required C.L.E.'s and the cost of maintaining professional licensure. The Employer has sole discretion to determine which C.L.E.'s are required, and Employer payment for the costs of C.L.E.'s is contingent on the employee obtaining prior approval from the City Attorney or designee for the C.L.E.'s. Also see City Policy for meals and mileage reimbursement.

At least one attorney of the bargaining unit shall be allowed to attend the CJI: Criminal Justice Institute training each year.

22.2 Parking. Each employee of this contract shall be provided with a City Employee Permit, paid for by the Employer for use on City business.

22.3 On-Call. In order to meet the mandatory requirements of having an attorney available on a 24-hour basis to advise local law enforcement agencies it is hereby established that the attorneys of this bargaining unit shall be assigned to be on call. The On-call schedule shall be done on a rotating basis among all employees designated to be on call. Adjustments to the On-Call schedule can be made with the mutual agreement of the Attorneys affected by the change, any adjustments will be reported to the appropriate supervisor. The compensation for on-call duties shall be twenty-four (24) hours of vacation per year for the duties of being on-call.

Article 23- Waiver

23.1 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.

23.2 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 24- 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 25- Termination

This Agreement shall continue in effect until December 31, 2024, 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, 2024, 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 City Charter be contrary to any provision of this Agreement, this Agreement shall be deemed amended to conform to such change.

This agreement is approved this 17th day of February, 2023, by the City and the Union.

FOR THE UNION







FOR THE CITY



Dave Kleis, Mayor



Seth Kauffman, City Clerk

EXHIBIT A: SALARY SCHEDULE



2023

110	1	2	3	4	5	6	7	8
Annual	\$88,132.00	\$91,657.00	\$95,324.00	\$99,137.00	\$103,102.00	\$107,226.00	\$111,515.00	\$118,485.00
Monthly	\$7,344.00	\$7,638.00	\$7,944.00	\$8,261.00	\$8,592.00	\$8,936.00	\$9,293.00	\$9,874.00
Hourly	\$42.3712	\$44.0659	\$45.8288	\$47.6620	\$49.5683	\$51.5510	\$53.6130	\$56.9639

2024

110	1	2	3	4	5	6	7	8
Annual	\$90,776.00	\$94,407.00	\$98,183.00	\$102,111.00	\$106,195.00	\$110,443.00	\$114,861.00	\$122,040.00
Monthly	\$7,565.00	\$7,867.00	\$8,182.00	\$8,509.00	\$8,850.00	\$9,204.00	\$9,572.00	\$10,170.00
Hourly	\$43.6423	\$45.3879	\$47.2036	\$49.0919	\$51.0553	\$53.0975	\$55.2214	\$58.6729

**ASSISTANT CITY ATTORNEY
STEP PLACEMENT**

- Employees in Steps A and B prior to January 1, 2023 will move to Step 1 of the new salary structure on January 1, 2023.
- Employees in Steps C and D prior to January 1, 2023 will move to Step 3 of the new salary structure on January 1, 2023.

On January 1, 2024, employees will move to the next highest step (one step) in the new salary structure.

EXHIBIT B: 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 C

Memorandum of Understanding

Between

City of St. Cloud

And

AFSCME Council #65, Local Union #748, Assistant City Attorneys Unit

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.

All bargaining unit employees 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.

The City shall randomly test 50% of non-DOT employees in city, 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.

This agreement is approved this 7th day of February, 2023, by the City and the Union.

FOR THE UNION

FOR THE CITY



Dave Kleis, Mayor



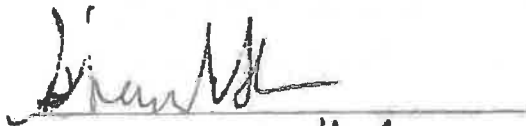
Seth Kauffman, City Clerk



4. This Memorandum of Agreement commences on the date of execution and shall continue in effect through successor collective bargaining agreements unless terminated by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the 10 day of October, 2008.

FOR THE UNION



8/2/08 Ken

FOR THE CITY



Dave Kleis, Mayor



Gregg A. Engdahl, City Clerk



Memorandum of Agreement

This Memorandum of Agreement is entered into between the City of St. Cloud (hereafter "City") and AFSCME Council 65 (hereafter "Union").

WHEREAS, the City and the Union are parties to a Labor Agreement negotiated pursuant to the Public Employment Labor Relations Act covering Assistant City Attorneys; and

WHEREAS, the City has a long-standing practice of contracting certain work to outside attorneys; and

WHEREAS, the City and the Union discussed this long-standing practice during negotiations for the Labor Agreement in conjunction with the City's proposal to include the phrase "to contract for services" in the Right to manage provision.

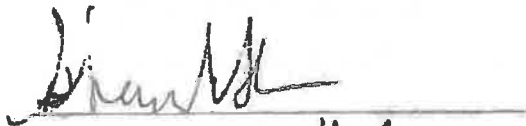
NOW, THEREFORE, the City and the Union agree as follows:

- 1. The City agreed to withdraw its proposal to include the phrase "to contract for services" in the Right to Manage provision of the collective bargaining agreement.**
- 2. In exchange for the City's agreement to withdraw its proposal as described in paragraph 1 above, the Union specifically acknowledges that the City has not waived any of its legal rights regarding contracting out work by virtue of its proposal in negotiations and the withdrawal of its proposal regarding the phrase "to contract for services" in the Right to Manage provision**
- 3. The Union also specifically acknowledges there is a long-standing practice and agrees said practice is not waived through any provision of the Labor Agreement.**

4. This Memorandum of Agreement commences on the date of execution and shall continue in effect through successor collective bargaining agreements unless terminated by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the 10 day of October, 2008.

FOR THE UNION



8/2/08 Ken

FOR THE CITY



Dave Kleis, Mayor



Gregg A. Engdahl, City Clerk

