



**Collective Bargaining Agreement**  
**Between**  
**AFSCME Council 65, Local 0081-0010, AFL-CIO**  
**And**  
**Nashwauk City**  
**6/14/2022 – 12/31/2022**

AFSCME Council 65 Office: [info@afscme65.org](mailto:info@afscme65.org) or 888-474-3242

**WEINGARTEN RIGHTS**

If called to a meeting with management, you have rights to representation. State the following and call your labor representative: If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative be present at the meeting. Until my representative arrives, I choose not to participate in this discussion.

## **BECOME AN AFSCME 65 MEMBER**

Are you a new employee or not a member yet? Scan the QR code to sign up today and take advantage of the many benefits of AFSCME membership!



## **MEMBER BENEFITS**

Are you taking advantage of your union member benefits? Check out the many benefits available from AFSCME Advantage and Union Plus at:

[www.afscme.org/member-resources](http://www.afscme.org/member-resources)

[www.unionplus.org](http://www.unionplus.org)

*Make sure to have your member number handy when accessing these benefits.*

## **ORGANIZING**

Know someone who wants to form a union at their workplace? Contact our Organizing Department at 888-474-3242 or email [info@afscme65.org](mailto:info@afscme65.org) and inquire about forming a union. Make sure they tell us you referred them. Your Local benefits from referring new union members.



LABOR AGREEMENT

Between



*City of*  
**NASHWAUK**  
**FROM TIMBER TO TACONITE**

301 Central Avenue, Nashwauk, Minnesota 55769

AND

Representing:



EMS Employees  
Local 456

**JUNE 14, 2022 - DECEMBER 31, 2022**

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## **ARTICLE 1. PURPOSE**

1.1 This Agreement is entered into between the City of Nashwauk, hereinafter referred to as the “Employer,” and Council No. 65 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial Organizations, hereinafter referred to as the “Union”; collectively referred to as the “parties.” The intent and purpose of this Agreement is to include the terms of the negotiated agreement on terms related to rates of pay, hours of work, and other conditions of employment required under the Public Employment Labor Relations Act.

## **ARTICLE 2. RECOGNITION**

2.1 The Employer recognizes the Union as the exclusive representative of all employees employed by the Employer in the classification of EMT who are public employees within the meaning of Minn. Stat. 179A.03 subd. 14, excluding paid-on-call employees.

## **ARTICLE 3. DEFINITIONS**

3.1 Union: American Federation of State, County, and Municipal Employees

3.2 Employer: The City of Nashwauk

3.3 Employee: Any employee who has been employed by the City or appointed to work for the City by an authorized supervisor or department head and who works regularly full-time or part-time and who has completed the probationary period.

## **ARTICLE 4. UNION SECURITY**

4.1 The Union may designate certain employees from the bargaining unit to act as stewards.

A. The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:

1. There shall be no more than one (1) steward.

2. The Employer agrees to allow the steward a reasonable amount of time off, without loss of pay, for the purpose of bargaining and processing grievances on behalf of Employees with prior notice to the Employer and a determination by the Employer that work needs permit such interruption.

4.2 In recognition of the Union as the exclusive representative:

A. The Employer shall deduct an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and Union; and

- B. The Employer shall remit such deductions as requested by the Union; and
- C. The Union shall inform the Employer, in writing, the current amount of regular dues to be withheld.

4.3 The Union agrees to indemnify and hold the Employer harmless against all claims, suits, orders, or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of Section 4.2.

**ARTICLE 5. EMPLOYER AUTHORITY**

5.1 The Employer retains the full and unrestricted right to operate and manage all employees, 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 and to perform any inherent managerial function not specifically limited by this Agreement.

5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

**ARTICLE 6. WORK HOURS**

6.1 The normal work week shall be defined as forty (40) hours per week. All hours worked in excess of the normal work week shall be compensated for at one and one-half times the regular rate of pay. All hours worked in excess of the normal work week must be approved and authorized by the supervisor or department head. Notification of change to the regular schedule will be provided with five (5) day written notice to the affected employee. Employees may choose rotation on the schedule based on seniority.

**ARTICLE 7. HOLIDAYS**

7.1 For the purpose of the Agreement, the following days shall be observed holidays:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Presidents Day	Labor Day	Christmas Day
Easter Day		

7.2 Whenever an Employee is required to work on a holiday, they shall receive two times their regular rate of pay for all such hours worked on said holiday.

**ARTICLE 8. PAID TIME OFF**

8.1 Each eligible employee who has completed the specified years of service shall earn paid time off hours corresponding to the length of service as shown in the following table:

After years of continuous service	Hours of Paid Time Off
One (1)	72 Hours
Three (3)	112 Hours
Seven (7)	152 Hours

8.2 Requests for planned time off shall be submitted no later than thirty days prior to the date requested off. Twenty-four hours will be reserved for unplanned (sick) time.

8.3 Employees may rollover up to 48 hours of paid time off per year.

8.4 All part-time Employees working more than twenty-four (24) hours per week shall accrue PTO hours each pay period on a pro rata basis. The pro-rated PTO hours that accrue for any part-time employee who normally works more than twenty-four (24) hours per week or more, shall be the number of hours worked in the preceding pay period divided by the quotient of 2,080 divided by the length of each pay period.

8.5 After an employee has used all accumulated paid time off, the employee may request a leave of absence without pay at the Employer's discretion and approval for a period not to exceed six (6) months without having their name removed from the payroll. After the six (6) months period has expired, the Employer may review the case and determine whether any further leave shall be granted, said leaves not to exceed two (2) years and are to a health care professional documentation at least once every six (6) month period.

8.6 **WORKER'S COMPENSATION.** Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid the difference between the Employee's regular pay and Workers' Compensation insurance payments if the Employee is eligible for Workers' Compensation insurance payments. The difference in pay shall be charged to the Employee's accumulated paid time off benefits, after a three (3) working day initial waiting period per injury. The three (3) working day initial waiting period shall be charged to the Employee's paid time off account less Workers' Compensation insurance payments unless the Employee elects not to use accrued sick leave and opts to not be paid for this time.

8.7 Employees shall not be eligible for paid time off payments from the City for any Worker's Compensation eligible illness or injuries suffered by said employee while in the employ of another employer.

## **ARTICLE 9. BEREAVEMENT LEAVE**

9.1 Employees will be allowed up to three (3) days of bereavement leave per calendar year without the loss of pay. Bereavement leave is only paid if the time off is during a regularly scheduled shift. Up to two (2) days of unpaid bereavement leave may be allowed for travel or personal business.

## **ARTICLE 10. COMPENSATION**

10.1 Employees will be paid base pay as established under Employer's pay structure. If there is a rounding difference between the attached wage schedule and payroll, payroll shall govern.

Position	2022
EMT	16.50

**ARTICLE 11. SENIORITY AND LAYOFF**

11.1 Seniority shall be defined as the length of continuous service as a full-time or part-time EMT with the Employer.

11.2 Employees will be credited with seniority upon obtaining a regular status by completing the probationary period.

11.3 Seniority shall terminate when an Employee is separated from employment.

11.4 Seniority shall not accrue under the following conditions:

- a. During a period of layoff.
- b. During a period of an unpaid leave of absence other than military leave or other applicable law; or

11.5 An Employee may be laid off by the Employer to meet the needs of the Employer. In the event a layoff is necessary the work force shall be reduced based on seniority, ability to perform available work and work performance within the department as determined by the Employer's review of performance evaluations, instances of counseling and discipline.

11.6 Seniority lists shall be made available upon request of the Union.

11.7 Nothing herein shall be construed to affect the status of war veterans in contravention of existing laws relating to war veterans' employment, discharge, or promotion.

11.8 An Employee's right to recall shall exist for twelve (12) months after the Employee's last date of layoff. Failure to return to work within ten (10) calendar days of notice of recall shall terminate all right to recall. Notice of recall shall be in the form of a registered letter sent to the Employee's last address on file with the Employer. It shall be the Employee's duty to notify the Employer of any address change. Recall shall be based on the same criteria as layoff and no new employee will be employed to fill a vacant position if an Employee is available from the layoff list with the ability to perform the work of the position. Refusal or failure to accept recall for a position for which the Employee on layoff is qualified shall terminate all right to recall.

11.9 Seniority earned in the Non-Essential Unit may not be used in the Essential Unit, and vice versa.

11.10 At such time as the Employee determines that a vacancy is to be filled, the vacancy shall be posted for a period of five (5) days.



11.11 Internal Postings: Notice of all vacancies and newly created positions shall be posted on bulletin boards. All postings shall include the job description, the rate of pay, the hours of work, the minimum qualifications, including appropriate licenses. Employees shall be given five working days in which to apply. Postings shall close at 4:00 PM on the fifth day of the posting. The Employer shall review all applicants, and shall award the vacancy or new position to the senior applicant who meets the minimum qualifications of the position. In the event the Union does not concur in the determination of the senior qualified applicant, the applicant or the Union shall have the right to appeal through the normal grievance procedure.

## **ARTICLE 12. DISCIPLINE**

12.1 Nothing in the Agreement shall abridge the Employer's right to discipline. No employee, after twelve (12) months of continuous employment, shall be disciplined or discharged except for "just cause." Written reprimands, suspensions, demotions, or terminations shall be in writing and a copy sent to the Exclusive Representative's Business Agent. Violations of this article shall be subject to the grievance procedure found in Article 13, subject to the requirements of Minn. Stat. 626.892.

12.2 In most cases, discipline will be progressive to include oral and written reprimands, suspension, and discharge; however, when an infraction is considered just cause for written reprimand, immediate suspension, or discharge, the employer reserves the right to vary from the normal progression of discipline.

## **ARTICLE 13. EMPLOYEE RIGHTS—GRIEVANCE PROCEDURE**

13.1 DEFINITION OF A GRIEVANCE. A grievance is defined as a dispute of disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

13.2 UNION REPRESENTATIVES. The Employer will recognize Representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article 14.

13.3 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 Employee 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 of pay when a grievance is investigated and presented to the Employer during normal working hours provided that 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 programs of the Employer.

13.4 PROCEDURE. Grievances, as defined by Section 13.1, shall be resolved in conformance with the following procedure:

- Step 1 An employee or the Union Representative claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMS

Coordinator/Supervisor. The EMS Coordinator/Supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance 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 agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 by the Union within ten (10) calendar days after the EMS Coordinator/Supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2 If appealed, there will be a Step 2 meeting held with the City Administrator, the EMS Coordinator/Supervisor, the aggrieved employee, and a Union Representative. The City Administrator shall give the Union the Employer's Step 2 answer in writing within (10) calendar days after the Step 2 meeting. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3 If appealed, the written grievance shall be presented by the Union and discussed with the Personnel Committee of the City Council. The Personnel Committee of the City Council shall give the Union the Employer's Step 3 answer in writing within the (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 City Council's final Step 3 answer. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

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

Step 5 A grievance unresolved in Step 4 and appealed to Step 5 may be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. Upon receipt of a list of arbitrators from the Bureau of Mediation Services, the parties shall have the right to alternately strike three names each from the list. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin.

13.5 Duly authorized representatives of the Union shall have the right to accompany the Employee and/or the Union grievance committee at all times in the discussion or adjustment of grievances.

13.6 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 decision on any other issues not so submitted. The arbitrator shall be without power to make decisions on whether the Employer violated any law, rule, or regulation, except to

determine whether a decision would be contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulation having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following 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 both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the expressed terms of this Agreement and to the facts of the grievance presented. Any award issued by an arbitrator will only be in force and effect while the labor contract in force and effect at the time that the grievance arose is in force and effect.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses. Testimony or participation of other Employees will not be paid by the Employer except as provided in this Article or as otherwise required by law. 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.

13.7 WAIVER. If a grievance is not presented within the time limits set forth above or fails to comply with any other requirements in this Article, it shall be considered waived. If a grievance is not appealed to the succeeding Step within the specified time limit or any agreed or any agreed extension thereof, it shall be considered settled based on 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 appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Employer and the Union.

#### **ARTICLE 14. PROBATIONARY PERIOD**

14.1 All newly hired or rehired employees will serve a two thousand and eighty (2080) hour probationary period (which does not include time spent on a leave of absence except as may be required by law). During an employee's probation period, an employee may be disciplined or terminated at the sole discretion of the Employer. The probationary period for part-time employees will be 2080 hours worked.

#### **ARTICLE 15. GENERAL PROVISIONS**

15.1 All full-time employees shall receive an annual uniform and equipment allowance of \$250.00 per year. Employees will submit charges for items purchased to the City, and the City shall pay for items purchased directly to the vendor. Part-time employees shall be granted a pro-rata share of the annual allowance based on total hours worked per year. Employees may carry over unused allowance.

#### **ARTICLE 16. SAVINGS CLAUSE**

16.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the City. In the event any provisions of this agreement shall be held to be contrary to law by a court of competent jurisdiction, or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be void. All other provisions shall continue in

full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.

#### **ARTICLE 17. COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

17.1 This Agreement shall represent the complete agreement between the Union and the Employer.

17.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### **ARTICLE 18. MUTUAL CONSENT**

18.1 This Agreement may be amended any time during its life upon the mutual consent of the employer and the union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

#### **ARTICLE 19. DURATION**

19.1 Except as otherwise provided this contract will take effect on June 14, 2022 and shall continue in full force until December 31, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the latest date affixed to the signatures on this page.

CITY OF NASHWAUK

Mayor: Calvin Seani Date: 6/14/22

City Admin/Clerk: [Signature] Date: 6/14/2022

AFSCME

Staff Representative: [Signature] Date: 6/9/22

Steward: Alyca Ridlon Date: 6/15/22

SENIORITY DATES

FULL-TIME:

Alyca Ridlon	10/13/2021
Richard Nelson	10/28/2021
Seth Veith	12/20/2021
Morgan Hanson	12/21/2021
Christian Cappel	02/22/2022

PART-TIME

Gayle Gould	10/13/2021
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