LABOR AGREEMENT

BETWEEN

CITY OF COHASSET

AND

AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
AFL-CIO COUNCIL #65
LOCAL NO. 498

January 1, 2022- December 31, 2024

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AFL-CIO, COUNCIL #65

ARTICLE 1 – PURPOSE OF AGREEMENT

1.1 This Agreement is entered into between the City of Cohasset (hereinafter called the "Employer"), and the American Federation of State, County and Municipal Employees, Council No. 65, Local No. 498 (hereinafter called the "Union"), as exclusive representative for the employees covered by this Agreement (hereinafter called the "Union").

1.2 It is the intent and purpose of this Agreement:

To assure sound and mutually beneficial working and economic relationships between the parties hereto.

To establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application.

To place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 – RECOGNITION

2.1 Recognition. The Employer recognizes AFSCME Minnesota Council 65 as the exclusive representative of the following unit:

All employees of the City of Cohasset, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential and essential employees.

2.2 New Job Class. In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

2.3 Union Sole Representative. The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.

ARTICLE 3 – DEFINITIONS

The words defined in this Article shall have the meaning indicated herein for purposes of this Agreement, unless the context clearly indicates otherwise.

3.1 Employee. A member of the recognized bargaining unit.

3.2 Employer. The City of Cohasset.

3.3 Full-time Employee. Any employee hired to fill a position on the bargaining unit based on a normal forty (40) hour workweek.

3.4 Part-time Employee. Any employee hired to fill a position in the bargaining unit based on a normal workweek of less than forty (40) hours.

3.5 Payday. Employees shall be paid every two (2) weeks. There is a one (1) week hold back of wages.

3.6 Union. The American Federation of State, County and Municipal Employees, Council No. 65, Local 498.

3.7 Workweek. The workweek shall begin at 12:01 a.m. Sunday and continue through 12:00 midnight Saturday.

ARTICLE 4 – UNION SECURITY

4.1 Dues Deduction. In recognition of the Union as exclusive representative, the Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other employee approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence thirty (30) working days after initial employment with the Employer.

The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made, along with other pertinent employee information which may be legally released by the Employer and is necessary for the collection and administration of Union dues, preferably in an Excel formatted report that may be transmitted electronically or by U.S. mail.

The Union shall provide the formula or schedule (if applicable) to the Employer to calculate the actual dues deduction and will provide a spreadsheet that can be used to calculate the actual dues, along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

If determined to be in accordance with local, state and federal law, the Union may collect a fair share fee from bargaining unit employees who choose not to become members of the Union;

provided that the collection of such fees, and the amount of such fees as determined by the union, shall be accomplished in accordance with the applicable provisions of Minnesota Statues Section 179A.06, Subdivision 3.

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

4.2 Stewards. The Union may designate an Employee from the bargaining unit to act as a steward. The Union shall keep the Employer advised in writing of the name of the current steward.

4.3 Bulletin Board. The Employer shall make space available on a bulletin board for the posting of official Union notices and announcements. No material shall be posted on the bulletin board which is derogatory to the Employer, its management or facilities, or derogatory to individuals either expressly or by implication. The Employer reserves the right to remove any material that is inconsistent with this paragraph and shall promptly advise the Business Representative or steward if the Employer has removed material.

4.4 Rights and Obligations of Stewards. The Steward shall not do Union work at his/her work station and shall not leave his/her work station for Union business without permission of the Steward's designated supervisor. The Steward shall notify the designated supervisor upon return to the work station. The Supervisor's permission shall not be unreasonably withheld. Permission to leave a work station for Union business without loss of pay will be limited to grievance and disciplinary meetings with the Employer.

ARTICLE 5 – SENIORITY

5.1 Seniority. Seniority shall be based on the last date of hire with the Employer (or its predecessor). Seniority shall be by classification within a department. When an employee has been certified by the Employer as having successfully completed the probationary period, the employee shall be entered on the seniority list of the department in the employee's classification and the employee's date of seniority shall be the employee's most recent date of hire.

5.2 Seniority List. The seniority list shall show the name and classification of all employees of the department entitled to seniority.

The Employer shall post the seniority list annually in January of each year. An employee who disagrees with the contents of the seniority list shall have ten (10) days after posting of the seniority list in which to file a grievance or be barred from challenging the seniority list thereafter.

5.3 Loss of Seniority. An employee shall lose seniority for the following reasons only:

a. The employee resigns;
b. The employee is discharged for cause;
c. The employee fails to return to work at the time recalled from layoff;
d. The employee fails to return to work upon expiration of an approved leave of absence.

ARTICLE 6 – LAYOFF AND RECALL

6.1 Order of Layoff. When a reduction in the workforce occurs, the least senior employee in the affected classification in the affected department shall be laid off first. Prior to laying off full-time or part-time employees in the affected classification, the Employer shall first lay off temporary, seasonal and probationary employees in the affected classification.

Provided, however, the Employer may retain a less senior employee and lay off a more senior employee if the more senior employee is not qualified to perform available work.

6.2 Layoff Notice. Employees shall be given a notice of 14 calendar days before being laid off where reasonably practical.

6.3. Seniority on Layoff. An employee will retain seniority but will not earn additional seniority while on layoff status.

6.4 Recall Period. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall within a classification in a department, employees who are still on the recall list whose recall rights have not expired shall be recalled, in the inverse order of their layoff from the affected classification in the affected department. The Employer shall not hire new employees in the bargaining unit positions as long as there are still employees on the recall list whose recall rights have not expired who have been laid off from the affected classification and who are presently qualified to perform the work in the affected job classification and who are willing to be recalled to said classification.

6.5 Recall Notice. Employees who are eligible for recall shall be given seven (7) calendar days notice of recall and notice of recall shall be sent to the employee by certified and regular first class mail with a copy to the Union. The employee must notify the Employer in writing of his/her intention to return within five (5) calendar days after the notice of recall is mailed to the employee. The employee must be willing to report and to return to work within ten (10) calendar days following mailing of the notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee. It is the obligation and responsibility of the employee to provide the employer with his/her latest mailing address.

ARTICLE 7 – PROBATIONARY PERIOD

7.1 Probationary Period. Newly hired employees shall serve an initial probationary period of up to six (6) consecutive months worked. An employee's probationary period may be extended for an additional period of time not to exceed six (6) months upon a mutual agreement of the Employer and the Union. During the probationary period, the Employer may discipline or discharge the employee with or without cause and the employee shall not have recourse to the grievance procedure nor shall the discipline or discharge be deemed to be a breach of this Agreement.

Upon completion of probationary period, new or rehired employees shall be credited with seniority dating from the employee's most recent date of hire to a full-time or part-time, non-temporary position with the Employer.

7.2 Probationary Period Benefits. During the initial probationary period, an employee shall earn and may use vacation and sick leave but if the employee does not successfully complete the probationary period, the related pay shall be reimbursed to the City by the employee or subtracted from the employee's final paycheck.

ARTICLE 8 – VACANCIES

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

8.2 Selection. The Employer is committed to selecting the applicant who, in the Employer's judgment, is best qualified to fill the vacancy.

ARTICLE 9 – DISCIPLINE

9.1 Just Cause. The Employer will discipline employees for just cause only. In most cases discipline will be progressive; however, discipline at a higher level may be imposed. Discipline will be in one or more of the following forms:

a. Oral reprimand;
b. Written reprimand;
c. Suspension without pay;
d. Demotion
e. Discharge.

9.2 Acknowledgment. All documentation of discipline is to become a part of an employee's personnel file and shall be read and acknowledged by signature of the employee. Any employee who refuses to so acknowledge receipt shall be subject to disciplinary action. The affected employee retains the right to enter a written comment on the disciplinary document indicating whether he/she agrees with or disagrees with the disciplinary action and will receive a copy of any such discipline documentation.

9.3 Examination of Personnel File. Employees may examine their own individual personnel files at reasonable times, under the direct supervision of the Employer or its designee. The employee shall not be entitled to review data which is protected from disclosure to the employee by the Minnesota Government Data Practices Act.

9.4 Representation. An employee shall have the right to request Union representation at any questioning of an employee concerning investigation for disciplinary action against the employee.

It is the Union's responsibility to make representation available so that the Employer can continue to timely investigate the matter.

ARTICLE 10 – MANAGEMENT RIGHTS

10.1 Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Employer, including but not limited to the rights to reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off and recall employees to work, to set the standards of productivity, the products to be produced and/or the services to be rendered, to determine the amount and forms of compensation for employees, to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to establish work schedules, set the starting and quitting times, and establish the number of hours and shifts to be worked; to establish work rules and regulations; to authorize overtime; to use independent contractors to perform work or services, to subcontract, or to contract out, except that if the use of independent contractors, subcontracting or contracting out causes a reduction of bargaining unit positions or hours, the Employer shall negotiate with the Union regarding the effects of subcontracting or contracting out; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Employer; to introduce new or improved services, methods, materials, machinery and equipment; to determine the number, location and operation of departments of the Employer; to issue, amend, and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer.

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

10.3 The Employer's failure to exercise any right, prerogative or function does not preclude the Employer from starting to exercise any right, prerogative or function at any time during the term of this Agreement. The exercise by the Employer of any right, prerogative or function in a particular way does not preclude the Employer from changing the manner in which it exercises any right, prerogative, function or practice at any time during the term of this Agreement.

ARTICLE 11 – NORMAL WORKING HOURS AND PREMIUM PAY

11.1 Work Hours. The normal work week shall be forty (40) hours per week. The normal work day shall be eight (8) hours. The Employer retains the right to schedule the work day to meet the needs of the City.

a. Office Personnel: The normal hours for office personnel shall be 8:00 a.m. to 4:30 p.m.

When the Employer and employee(s) desire a flex time schedule, they may by mutual agreement enter into a flex time schedule agreement specifying the terms and conditions of the flex time arrangement and the means of terminating the flex time arrangement at the option of either party. A flex time schedule shall be based on a 40-hour week. The flex time schedule agreement shall be in writing, signed by the Employer, the employee(s) and the Union if the flex time schedule exceeds two (2) work weeks in duration. A flex time schedule of two work weeks or less shall be in writing and signed by the employee and his or her supervisor.

b. Public Works/Public Utilities: The normal work day shall be 7:00 a.m. to 3:30 p.m. In case of weather-related need, the Employer may commence the work day early and end the work day up to two hours early for employees who have started work early or commence the work day up to two hours late.

The Employer and the Union may mutually agree to change the normal work day to ten (10) hours per day, four (4) days per week for the period from May 1 through October 1 each year. Either party may end the arrangement for four ten-hour days upon ten (10) days' advance notice to the other party.

11.2 Call Out for Emergencies or Meetings. Call out for emergencies or after hour meetings occurring after the employee's shift has ended and employee has left the work site and before the beginning of the next regularly scheduled shift shall be compensated at a minimum of two (2) hours or actual hours worked, whichever is greater. The two-hour minimum shall not be paid for staying late or arriving early.

11.3 Meal Breaks. Each Employee shall be entitled to a thirty (30) minute unpaid daily meal break. The expectation is that meal breaks should be taken between 11 a.m. and 2 p.m., unless there is a workplace emergency.

11.4 Rest Breaks. Each employee shall be entitled to one (1) fifteen (15) minute paid rest break within every four (4) hours worked. Rest breaks shall be taken so as not to interfere with work requirements and will be taken at the work site.

11.5 Overtime. Hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half times the regular hourly rate of the employee. All overtime worked shall be approved in advance by the Employer, except in an emergency. An employee who works overtime without approval of the Employer may be subject to discipline. Holidays, bereavement leave and vacation/sick leave hours shall count toward the calculation of overtime eligibility.

11.6 Standby Pay. An employee required to be on standby for a given work period shall be paid an additional $5.00 per hour over the employee's regular straight time rate for each hour worked during the given work period in lieu of any other standby pay.

An employee on standby duty pay shall be reachable by telephone, beeper or pager when called. The employee shall be responsible to keep the Employer advised at all times of the number at which the employee can be reached. The employee shall carry a beeper or pager at all times if

assigned to do so by the Employer. An employee who is on standby duty assignment must be "available and able to work" during the entire period of the standby duty assignment. "Available and able to work" means that the employee is able to commence work within fifteen (15) minutes of receipt of a call. "Available and able to work" also means that the employee shall not be under the influence of alcohol or mind altering drugs during the period the employee is assigned to standby duty. An employee who fails to respond to a call within the time limits set forth in this Section or who fails to report to duty promptly shall forfeit the standby duty pay for the standby duty shift and may be subject to additional disciplinary action. Any employee on standby shall be compensated in accordance with provision 11.2.

11.7 Negotiation Pay. Stewards shall be entitled to be compensated at the employee's regular straight time rate for participation in labor negotiations for a labor contract involving the overall terms and conditions of employment for the bargaining unit for a period of one or more years; provided however, that such negotiation pay shall be limited to two (2) Stewards and to four (4) two-hour negotiation sessions during normal work hours per such labor agreement.

11.8 Volunteer Fire Fighters. Employees who are also members of the City of Cohasset Volunteer Fire Department agree that overtime incurred in the service of the Fire Department shall be calculated based on the firefighter rate of pay.

ARTICLE 12 – HOLIDAYS

12.1 Holiday Pay. Each employee shall receive eight (8) hours of straight time pay for each of the below listed full holidays and four (4) hours of straight time pay for each of the below listed one-half day holidays.

An employee who is on unpaid leave of absence for any reason at the time of a designated holiday shall not be eligible to receive holiday pay.

When a holiday falls on a Saturday or Sunday, the preceding Friday or following Monday shall be declared a holiday for employees whose normal schedule is Monday through Friday.

In any year that a holiday falls on a Tuesday, the preceding Monday shall be a holiday. Also, if a holiday falls on a Thursday, the following Friday shall be a holiday.

This section shall not be interpreted to grant any holiday where the result would be to grant three (3) or more holidays in succession for any given holiday sequence.

12.2 Holidays are defined as:

(1)	New Year's Day	January 1
(2)	Martin Luther King Day	Third Monday in January
(3)	President's Day	Third Monday in February
(4)	Good Friday	Friday before Easter
(5)	Memorial Day	Last Monday in May

(6)	Independence Day	July 4
(7)	Labor Day	First Monday in September
(8)	Veterans Day	November 11
(9)	Thanksgiving Day	Fourth Thursday in November
(10)	Thanksgiving Friday	Fourth Friday in November
(11)	Christmas Eve Day	December 24
(12)	Christmas Day	December 25

12.3 Holidays Worked. An employee required to work on a designated holiday shall receive the overtime rate of pay in addition to holiday pay.

ARTICLE 13 – GRIEVANCE PROCEDURE

13.1 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.

13.2 Union Representative. 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.

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

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within fifteen (15) 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, the remedy requested, and shall be appealed in writing to Step 2 within fifteen (15) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fifteen (15) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative, which is currently the Personnel Committee. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within fifteen (15) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fifteen (15) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative, which is currently the City Council.

The Employer-designated representative shall give the Union the Employer's Step 3 answer in writing within fifteen (15) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within fifteen (15) calendar days following the Employer-designated representative's final Step 3 answer. Any grievance not appealed in writing to Step 4 by the Union within fifteen (15) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with applicable Minnesota Rules as established by the Minnesota Bureau of Mediation Services. The selection may be made from an arbitrator list available from the Bureau of Mediation Services.

The Employer and the Union may agree to submit the grievance to voluntary grievance mediation at any time after Step 1 and prior to submitting the grievance to the next step. The agreement to mediate must occur within the time limit for submitting the grievance to the next step but the time limit shall thereafter be tolled as agreed by the Employer and the Union. If either party notifies the other party in writing that mediation has failed, the grievance will return to the step in the grievance process which was pending at the time mediation was commenced and the grievance may be appealed to the next step within fifteen (15) calendar days following the date of such written notice.

13.4 Arbitrator's Authority. The arbitrator shall have shall have no authority 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.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force or effect of law. The arbitrator's decisions shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be 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 express terms of this Agreement and to the facts of the grievance presented.

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, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 14 – VACATION

14.1. Vacation Accrual Schedule. Eligible employees shall accrue vacation time according to the following schedule:

Years of Continuous Service	Hours Earned for Each Compensated Hour of Service	Hours Per Year at 2080 Hours
0 through 3	.0384615	80
Beginning 4 – 5	.0576923	120
Beginning 6 - 10	.0769230	160
Beginning 11	.0807692	168
Beginning 12	.0826923	172
Beginning 13	.0846153	176
Beginning 14	.0865384	180
Beginning 15	.0884615	184
Beginning 16	.0903846	188
Beginning 17	.0923076	192
Beginning 18	.0942307	196
Beginning 19	.0961538	200

Full-time and part-time non-seasonal employees are eligible to earn vacation time. Employees may earn vacation hours on a maximum of 2080 compensable hours per year. An employee who changes status and becomes eligible for vacation as a full-time or part-time employee during the calendar year shall begin to accrue vacation from the date the employee's status change is approved.

14.2 Use of Vacation Time. Vacation time is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. All vacation time shall be at the employee's straight time rate of pay. Vacation time may be used in one (1) hour increments. For absences due to illness or injury, the employee shall first use their sick leave accrual balance and then may use their vacation time accrual balance. Should an employee wish to use more vacation than they have in their bank at the time of request, the employer shall allow up to forty (40) hours to be utilized in advance of actual earnings; provided that in the event of an employee termination, the value of any remaining unearned vacation time shall be reimbursed back to the City

14.3 Vacation Planning. Vacation time for foreseeable situations is to be scheduled in advance with the approval of the Department Head. Vacation requests will normally be granted for the period preferred by the employee to the extent reasonably possible, but the Department Head may deny a vacation request if, in the Department Head's judgment, to grant the request would interfere with the operation and needs of the City.

14.4 Vacation Time Accumulation. An employee may accumulate vacation time to the employee's maximum vacation accrual per year; provided, however, that at the end of each calendar year all unused vacation hours shall be cashed out, except that the employee may elect to carry over to the next calendar year up to forty (40) hours of unused vacation time for use during

the next calendar year. The forty (40) hours is non-cumulative and is the maximum carry over allowed per calendar year.

ARTICLE 15 – SICK LEAVE

15.1 Sick Leave Accrual. Employees who are eligible to accrue vacation time shall also accrue hours to the employee's sick leave according to the following schedule:

Years of Continuous Service	Hours Earned For Each Compensated Hour of Service	Hours Per Year at 2080 Hours
0 through 3	.0192307	40
After 3	.0307692	64

15.2 Sick Leave for Illness or Injury. Eligible employees may use accumulated sick leave hours for absences due to a serious health condition (i.e. illness or injury) of the employee or of the employee's spouse, dependent children or parents where the employee's presence is medically necessary. When sick leave for an illness or injury is necessary, the Department Head shall be notified by the employee as soon as possible, not later than one hour before the employee's scheduled start time. Sick leave shall include doctor, dentist and chiropractic appointments. The Employer reserves the right to require a physician's certification for the use of sick leave where the employee's absence has not been scheduled and approved in advance by the Department Head or there is a concern about the necessity for the absence. The physician's certification is to be obtained at the employee's expense.

15.3 Sick Leave Accumulation. In the event that an employee has accumulated any unused sick leave in any one calendar year, the employee may elect to carry over and accumulate such sick leave hours for future use. If an employee has already accumulated in the accumulated reserve three hundred twenty (320) sick leave hours, he or she shall cash out his or her surplus accumulated sick leave hours at the end of the calendar year. Any proceeds from a cash out of accumulated sick leave under this paragraph shall equal seventy-five percent (75%) of the amount of employee's unused sick leave and shall be paid into a tax qualified health care savings plan (HCSP) to be established by agreement of the City and the employees to aid the employee in meeting post retirement medical needs. In transitioning from EIB to sick leave, all employees who, as of January 1, 2010, have more than 320 hours in their EIB accounts will cash out any excess over 320 hours at 75% of their accumulated hours at their current rate of pay into the above described tax qualified health care savings plan (HCSP) to be established.

15.4 Worker's Compensation. An employee who is off work due to a work-related injury compensable under the Minnesota Workers Compensation Act may use sick leave hours to supplement the employee's worker's compensation weekly wage loss benefits provided that the total of worker's compensation benefits plus sick leave hours does not exceed the employee's normal net pay.

15.5 Sick Leave Donation. In the event that an employee has exhausted their own sick leave accrual balance due to a life threatening disease or condition relating to themselves or a child,

spouse, mother, father, mother-in-law, or father-in-law, other employees may choose to donate up to ten (10) working days of their sick leave accrual balance and/or vacation time accrual balance for use by the affected employee. This will result in a reduction to the sick leave and/or vacation leave accrual balance of the donating employee. The equivalent hours used by the affected employee will be paid at the same rate of pay as the affected employee. The choice to donate sick leave and/or vacation leave will be voluntary.

15.6 Health Care Savings Plan Benefit (HCSP). The Employer shall also provide during the term of this Agreement a health care savings plan (HCSP) benefit as described in this paragraph to be deposited into the health care savings account described in paragraph 15.3 above. For eligible employees effective January 1, 2022, the Employer shall provide during the term of this Agreement an annual contribution of $2,000.00 to each eligible employee, payable in bi-weekly installments of $76.93 each payroll period.

To be eligible for Employer payments toward health care savings plan benefits hereunder, an employee must have full-time status or work in a part-time position which is normally budgeted to work and does work (20) or more hours per week and is employed on a non-seasonal basis. Contribution payment eligibility commences the first of the month following date of hire for eligible employees. For eligible part-time non-seasonal employees, the contribution payment is prorated according to the number of hours worked in the immediate preceding calendar year.

ARTICLE 16 – INSURANCE BENEFITS

16.1 Medical, Dental and HSA. The Employer shall provide a policy of health and hospitalization insurance and a policy of dental insurance with such provider as mutually agreed upon by the parties during the term of this Agreement. The Employer shall provide an associated healthcare savings account (HSA) during the term of this Agreement. For eligible employees, effective January 1, 2022, and continuing during the term of this Agreement, the Employer will pay the following amounts toward the monthly premium for such coverages: for single coverage on the health and hospitalization insurance and the associated healthcare savings account, a maximum of $749.90, and on the dental insurance, a maximum of ninety percent (90%) of premium; and for family dependent coverage for health and hospitalization insurance and the associated healthcare savings account, a maximum of $1,647.25, and on dental insurance, a maximum of ninety percent (90%) of premium.

To be eligible for Employer payment toward health and hospitalization insurance, dental insurance, and healthcare savings account, an employee must have full-time status or work in a part-time position which is normally budgeted to work and does work twenty (20) or more hours per week and is employed on a non-seasonal basis. Premium payment eligibility commences the first of the month following date of hire for eligible employees. For eligible part-time non-seasonal employees, the premium payment is prorated according to the number of hours worked in the immediate preceding calendar year.

16.2 Declined Coverage. Current employees have the right to decline coverage and receive a direct cash payment in lieu of this benefit and shall continue to have such right; provided

however, that the Employer shall not provide direct cash payment to employees in lieu of this benefit to any new employee hired after January 1, 2010. An eligible employee who declines medical, dental and HSA coverage through the City shall as set forth above in Section 16.1 above, for which the employee would be eligible if the employee had not declined such coverage, shall be paid an amount equal to $749.90 for eligible full-time employees and a prorated amount for eligible part-time non-seasonal employees based on the number of hours worked in the immediate preceding calendar year.

16.3 Employer's Obligation Limited. The Employer's obligation under this Article 16 is limited to contracting for policy of group insurance and payment of the amount of premium specified. The Employer has no liability for the failure or the refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying for any benefits under this Article 16. No dispute arising or relating to this Section 16.3 shall be subject to the grievance and arbitration procedures of this Agreement except an allegation that the Employer has failed to pay the premium required by this Article 16.

ARTICLE 17 – LEAVES OF ABSENCE

17.1 Jury Duty. An employee shall be granted a leave of absence for service on a jury, and shall be compensated the difference between the employee's regular pay and that received for jury duty so long as the employee, after reporting for jury duty and subsequently being excused from such duty, returns at once to their regular work. Failure to report back to work shall result in a loss of pay for the period. The employee shall notify the Department Head as soon as the employee is notified that the employee will be serving jury duty and the employee shall provide documentation, upon request of the Employer, verifying jury duty performed.

17.2 Unpaid Leave. An employee may request an unpaid leave of absence for personal reasons. Such request must be made in writing to the employee's Department Head and shall be subject to approval of the City Council. An unpaid leave of absence for personal reasons may not be less than one calendar day nor exceed ninety (90) consecutive calendar days. Employees will not earn or accumulate benefits or other compensation while on an unpaid leave.

17.3 Family and Medical Leave. Employees shall be entitled to apply for Family and Medical Leave in accordance with the City's Family and Medical Leave Policy.

17.4 Bereavement Leave. Full-time employees shall be permitted bereavement leave on the death of a spouse, child, step-child, father, mother, step parent, brother, sister, mother-in-law, father-in-law, grandparent or grandchild. Such leave shall not exceed three (3) consecutive work days, if necessary, with pay, one day of which shall be the day of the funeral. Full-time employees shall also be permitted to take one (1) day using their accumulated sick time to attend the funeral of the employee's aunt, uncle, brother-in-law, sister-in-law, spousal grandchildren or spousal grandparents.

17.5 Military Leave. Employees shall be entitled to apply for military leave in accordance with the City's Military Leave Policy in the Personnel Manual.

ARTICLE 18 – SEVERANCE

18.1 Eligibility. Employees with accumulated, unused sick leave hours shall be eligible for severance pay under the following conditions:

a. The employee retires voluntarily in good standing after giving at least two (2) weeks notice to the City;

b. At the time of retirement from the City the employee is eligible to receive monthly retirement benefits under the provisions of PERA; and

c. The employee has at least twenty (20) years of service with the City.

18.2 Severance Pay. Severance pay shall equal one hundred percent (100%) of the amount of the employee's accumulated, unused sick leave hours on the date of retirement. Any severance pay shall be paid into the tax qualified health care savings plan (HCSP) to be established by agreement of the Employer and employees pursuant to paragraph 15.3 to aid the employee in meeting post retirement medical needs. In the event of the death of an employee who, at the time of death, is otherwise eligible to receive severance pay, but remains an employee of the City and has not given notice of voluntary retirement, the amount of severance pay will be paid to the employee's estate.

ARTICLE 19 – SAFETY

19.1 Safety Responsibility. The Employer and all employees shall cooperate in the enforcement of all applicable regulations for the enforcement of job safety. If an employee feels that his/her work duties or responsibilities require such employee to be in a situation that violates federal and state safety standards, the employee shall immediately notify the Employer and the Employer shall immediately consider the matter. If such matter is not satisfactorily adjusted, it may become the subject of a grievance and will be processed in accordance with grievance procedure set forth herein.

19.2 Safety Incentive/Award Program. All employees shall participate in the Safety Award Program under terms established by the Employer.

ARTICLE 20 – COMPLETE AGREEMENT, SEPARABILITY

20.1 Complete Agreement. This Agreement shall represent the complete Agreement between the Union and the Employer.

20.2 Waiver of Bargaining. 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 matter not removed by law from the area of collective

bargaining, and that the complete understandings and agreements arrived at by the parties after exercise of said right and opportunity to negotiate 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 not specifically referred to or covered by 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 they negotiated or signed this Agreement, unless they mutually agree to so bargain.

20.3 New Classifications. Notwithstanding any other provision of this Article, in the event that the Employer during the term of this Agreement creates a new classification within the bargaining unit, the Employer agrees to enter into negotiation with the Union solely for the purpose of establishing a wage rate for such classification.

20.4 Separability. This Agreement is subject to the laws of the United States and the State of Minnesota. 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 provisions shall be voided. All other provisions shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 21 – ALLOWANCES

21.1 Meals, Mileage and Lodging. Employees shall be reimbursed for the reasonable cost of meal, mileage and lodging expenses necessarily incurred during approved City travel in accordance with the City Personnel Manual.

21.2 Prescription and Safety Glasses. The Employer will pay up to $200 annually for prescription safety lenses and frames for employees required by OSHA regulations to wear prescription safety lenses while performing their work functions. The employee is responsible for all other costs associated with the prescription, including eye examination.

The Employer will provide non-prescription safety glasses for employees required by OSHA regulations to wear same in performing their work functions.

21.3 Safety Boots. The Employer shall pay up to $200 annually for safety boots to each employee required by OSHA regulations to wear safety boots in performing their work functions. New employees shall be eligible for this benefit upon completion of their probationary period.

21.3 Work Pants. The Employer shall pay up to $200 dollars annually for work pants to each public works employee to be utilized in performing their work functions. New employees shall be eligible for this benefit upon completion of their probationary period.

ARTICLE 22 – WAGES

22.1 The range of annual pay rates for the positions set forth on the pay plan attached hereto as Exhibit A shall be paid to all employees incumbent in the various positions commencing January 1, 2022 and continuing through December 31, 2024.

The compensation for current employees within the range of annual pay rates for each position to be effective January 1, 2022 shall be as set forth on the schedule attached hereto as Exhibit B. Exhibit B annual pay rates for individual employees represents an increase of 2.75% percent annually for the bargaining unit employees over such period.

Any new employee hired in any existing position or newly-created position between January 1, 2022 and December 31, 2024 shall be placed within the range of monthly pay rates for the applicable position based on the new employee's relevant knowledge, training and experience, and shall receive corresponding annual percentage increases in the same manner as existing employees in the relevant classification

The criteria for any certification and performance increases for any individual employees during the term of this Agreement shall be as attached hereto in Exhibit A.

Any adjustments to the current annual pay rates for individual employees shall be recommended by the supervisors and the Personnel Committee and approved by the City Council. Any employees who are at the top of, or beyond, the maximum of the range of annual pay rates for the individual position, shall not have their annual pay rate reduced to that maximum annual pay rate and instead shall receive the annual pay rate, if any shall be determined by the Employer to be applicable.

22.2 All full-time employees who have attained the following specified number of years of continuous employment with the City will receive the following specified longevity pay per hour for all hours worked and paid effective after the completion of the specified number of years of continuous employment:

Years of Continuous Employment	Longevity Pay per Hour
10 to 14 years	$.05
15 to 19 years	$.10
20 to 24 years	$.15
over 25 years	$.20

22.3 All full-time employees shall have the right during the term of this Agreement to participate in a mutually agreed upon tax qualified deferred compensation plan and elect to make contributions to such plan. The Employer shall make a matching contribution of up to three percent (3%) of the employee's annual pay each year to such plan.

ARTICLE 23 – TERM OF AGREEMENT

23.1 This Agreement shall be in full force and effect from January 1, 2022 through December 31, 2024, and shall be annually renewed thereafter unless either party notifies the other in writing that it desires to modify or terminate this Agreement, said notice to be received by the other party not later than September 1 of the year of expiration. Provided, however, that either party may by giving a thirty (30) day notice to the other party prior to December 31, 2024 reopen negotiations between the parties under this Agreement for the sole purpose of considering but not requiring agreement regarding any change in insurance carrier for medical insurance, dental insurance, healthcare savings account (HSA), healthcare savings plan (HCSP), and related benefits.

In witness thereof the parties have caused this Agreement to be executed this 24 day of AUGUST, 2021.

UNION:
AFSCME COUNCIL 65

By: _____
Its: LABOR REPRESENTATIVE

By: _____
Its: Union Rep.

By: Dorie Lashomb
Its: Union Rep.

EMPLOYER:
CITY OF COHASSET

By: _____
Its: Mayor

By: _____
Its: City Clerk

EXHIBIT A- WAGES AND CERTIFICATION PAY

Performance Based Salary Ranges-All Positions		
Job Class	**Salary Range**	
Senior Deputy Clerk Treasurer	$50,000	$64,950
Associate Deputy City Clerk Treasurer	$40,000	$54,125
Deputy City Clerk	$40,000	$54,125
Zoning Officer	$40,000	$59,537
Senior Public Works/Utilities Worker	$49,000	$59,537
Public Works Utility Worker	$40,000	$53,042
Parks and Recreation Coordinator	$40,000	$53,042

Certification Compensation Public Works Employees		
Effective 100% Upon Exam completion	$3,000.00	Water License
Effective 100% Upon Exam completion	$3,000.00	Sewer License
1/3 Effective Upon Exam Completion. $100.00 annually each year for 10 years reaching full credit	$3,000.00	Natural Gas License
Afforded at time of hire and/or accrued annually based on performance up to 10 years of service	$3,000.00	Experience Credit
Public Works/Utilities Worker	1. Compensation shall occur on the next pay period following submission of proof of completion and be retroactive to the certificate completion date. 2. Compensation of the step value pay shall be calculated on a pro-rated basis the initial year. 3. Certifications are stackable and shall be added to each qualifying employee's base pay.	

<table>
<tr><th colspan="3">CERTIFICATION COMPENSATION FOR OFFICE STAFF</th></tr>
<tr><td>Classification</td><td>Step Value (100%)</td><td>Certification and/or Degree Type</td></tr>
<tr><td rowspan="2">Senior Deputy City Clerk/Treasurer</td><td>$10,000.00</td><td>MMMC or Promotion by Management: Bachelor's Degree</td></tr>
<tr><td colspan="2">1. Upon successful completion of certification or Management approval employees shall receive $3,300.00 of the step value pay.

2. Compensation shall occur on the next pay period following submission of proof of completion and be retroactive to the certificate completion date.

3. Compensation of the step value pay shall be calculated on a pro-rated basis the initial year.

4. After receiving certificate type, employees shall receive an annual performance and experience increase of $340.00 for every year of service thereafter until they reach $6,700.00 of the step value pay, expectedly ten (10) years of service utilizing certificate and/or degree type. Such increase shall be applied on the employee's certificate completion anniversary date each year or given upon hire.

5. Upon successful completion of ten (10) years of City of Cohasset performance employees shall receive the last $3,300.00 of step value pay, expectedly after ten (10) years of service with the City of Cohasset. Such increase shall begin on the employee's certificate completion anniversary date.

6. Compensation of the step value pay shall be calculated on a pro-rated basis the final year.

7. Certifications and/or degrees are not stackable and shall be added to each qualifying employee's base pay.</td></tr>
<tr><td colspan="3"></td></tr>
<tr><td rowspan="2">Associate Deputy City Clerk/Treasurer</td><td>$10,000.00</td><td>(MCMC) Minnesota certified Municipal Clerk and/or a Bachelor's Degree</td></tr>
<tr><td colspan="2">1. Upon successful completion of certification and/or degree type, employees shall receive $3,300.00 of the step value pay.

2. Compensation shall occur on the next pay period following submission of proof of completion and be retroactive to the certificate completion date.

3. Compensation of the step value pay shall be calculated on a pro-rated basis the initial year.</td></tr>
</table>

	4. After receiving certificate type, employees shall receive an annual performance and experience increase of $340.00 for every year of service thereafter until they reach $6,700.00 of the step value pay, expectedly ten (10) years of service utilizing certificate and/or degree type. Such increase shall be applied on the employee's certificate completion anniversary date each year or given upon hire. 5. Upon successful completion of ten (10) years of City of Cohasset performance employees shall receive the last $3,300.00 of step value pay, expectedly after ten (10) years of service with the City of Cohasset. Such increase shall begin on the employee's certificate completion anniversary date. 6. Compensation of the step value pay shall be calculated on a pro-rated basis the final year. 7. Certifications and/or degrees are not stackable and shall be added to each qualifying employee's base pay.	
Deputy City Clerk	$7,000.00	(MCMC) Minnesota certified Municipal Clerk and/or a Bachelor's Degree
	1. Upon successful completion of certification and/or degree type, employees shall receive $2,300.00 of the step value pay. 2. Compensation shall occur on the next pay period following submission of proof of completion and be retroactive to the certificate completion date. 3. Compensation of the step value pay shall be calculated on a pro-rated basis the initial year. 4. After receiving certificate type, employees shall receive an annual performance and experience increase of $240.00 for every year of service thereafter until they reach $4,700.00 of the step value pay, expectedly ten (10) years of service utilizing certificate and/or degree type. Such increase shall be applied on the employee's certificate completion anniversary date each year or given upon hire. 5. Upon successful completion of ten (10) years of City of Cohasset performance employees shall receive the last $2,300.00 of step value pay, expectedly after ten (10) years of service with the City of Cohasset. Such increase shall begin on the employee's certificate completion anniversary date. 6. Compensation of the step value pay shall be calculated on a pro-rated basis the final year. 7. Certifications and/or degrees are not stackable and shall be added to each qualifying employee's base pay.	

This Letter of Understanding is entered into between the City of Cohasset (hereafter "Employer") and AFSCME, AFL-CIO, Local 498(hereafter "Union") representing the employees of Cohasset City.

WHEREAS: The Union and the Employer entered into negotiations in good faith; and

WHEREAS: It was proposed by the Union to allow four (4) ten (10) hour work days for office staff for office staff during the summer months; and

WHEREAS: This type of office staffing has never been attempted in the past; and

WHEREAS: In an effort to compromise, both parties agreed to a trial period of one summer to determine if this scheduling practice meets the needs of the City.

NOW THEREFORE: The Employer and the Union agree it is necessary to outline the terms and conditions of the aforementioned scheduling system and trial period.

BE IT RESOLVED: The Parties agree to the following:

1. The trial period will commence on May 1st of 2022 and conclude on October 1st 2022.
2. During the trial period there shall be two work teams. One working Monday-Thursday another working Tuesday-Friday.
3. During the trial period the City Office shall remain open during the hours of 8am- 4:30 pm but regardless the employee is obligated to work the full 10-hour period with or without available supervision.
4. The Personnel Committee of the Board and the Union will meet no later than October 31st to review the scheduling system and determine if the scheduling practice will be continued on a permanent basis.

BE IT FURTHER RESOLVED: The terms and conditions agreed to in this Letter of Understanding shall only be incorporated into the Labor Agreement if the parties agree to continue the scheduling practice following the trial period. Alternatively, it shall sunset effective 9/30/22 if agreement to continue cannot be reached.

FINALLY, This Letter of Understanding represents the full and complete agreement between the parties regarding this matter. The provisions of this LOU do not modify the parties Labor Agreement, but instead are in addition to the existing previsions. All other provisions of the collective bargaining agreement continue to apply including but not limited to: Wages, benefits, and insurance.

In witness thereof the parties have caused this Agreement to be executed this 24 day of AUGUST, 2021.

UNION:
AFSCME COUNCIL 65

By: _____
Its: LABOR REPRESENTATIVE

By: _____
Its: Union Rep

EMPLOYER:
CITY OF COHASSET

By: _____
Its: Mayor

By: _____
Its: City Clerk

EXHIBIT B

If no other wage increases occur, then the individual wages will be as follows.

2021			HOURLY INCREASE	2022		LONGEVITY		ANNIVERSARY DATE				Reg	Overtime	Standby	Standby OT
$60,408	$ 29.0423	Hillman	$ 0.7987	$62,069	$ 29.8410	0.20	$30.0410	5/6/1996	2020	$0.20	Bernie	30.0410	45.0614	33.7910	50.6864
$64,038	$ 30.7875	LaShomb	$ 0.8467	$65,799	$ 31.6342	0.15	$31.7842	1/3/2000	2025	$0.20	Dorie	31.7842	47.6762	35.5342	53.3012
$52,412	$ 25.1981	Blair	$ 0.6929	$53,853	$ 25.8910	0.05	$25.9410	9/13/2012	2021	$0.05	Karen	25.9410	38.9116	29.6910	44.5366
$47,000	$ 22.5962	Smith	$ 0.6214	$48,293	$ 23.2176	-	$23.2176	11/23/2020	2030	$0.05	Mindy	23.2176	34.8264	26.9676	40.4514
$40,000	$ 19.2308	Kilde	$ 0.5288	$41,100	$ 19.7596	-	$19.7596	11/23/2020	2030	$0.05	Ben	19.7596	29.6395	23.5096	35.2645
$50,168	$ 24.1192	Perrington	$ 0.6633	$51,548	$ 24.7825	-	$24.7825	4/7/2014	2023	$0.05	Jess	24.7825	37.1737	28.5325	42.7987
$43,000	$ 20.6731	Warren	$ 0.5685	$44,183	$ 21.2416	-	$21.2416	6/22/2021	2031	$0.05	Gordon	21.2416	31.8624	24.9916	37.4874
$51,556	$ 24.7866	Mallum	$ 0.6816	$52,974	$ 25.4682	-	$25.4682	6/20/2017	2026	$0.05	Jeremy	25.4682	38.2023	29.2182	43.8273
$75,000	$ 36.0577	Tuttle	$ 0.9916	$77,062	$ 37.0493	0.20	$37.2493	2/20/1995	2019	$0.20	Greg	37.2493	55.8739	40.9993	61.4989

2022			HOURLY INCREASE	2023		LONGEVITY		ANNIVERSARY DATE				Reg	Overtime	Standby	Standby OT
$62,069	$ 29.8410	Hillman	$ 0.8206	$63,776	$ 30.6616	0.20	$30.8616	5/6/1996	2020	$0.20	Bernie	30.8616	46.2924	35.8616	53.7924
$65,799	$ 31.6342	LaShomb	$ 0.8699	$67,609	$ 32.5041	0.15	$32.6541	1/3/2000	2025	$0.20	Dorie	32.6541	48.9811	37.6541	56.4811
$53,853	$ 25.8910	Blair	$ 0.7120	$55,334	$ 26.6031	0.05	$26.6531	9/13/2012	2027	$0.10	Karen	26.6531	39.9796	31.6531	47.4796
$48,293	$ 23.2176	Smith	$ 0.6385	$49,621	$ 23.8561	-	$23.8561	11/23/2020	2030	$0.05	Mindy	23.8561	35.7841	28.8561	43.2841
$41,100	$ 19.7596	Kilde	$ 0.5434	$42,230	$ 20.3030	-	$20.3030	11/23/2020	2030	$0.05	Ben	20.3030	30.4546	24.0530	36.0796
$51,548	$ 24.7825	Perrington	$ 0.6815	$52,965	$ 25.4640	-	$25.4640	4/7/2014	2023	$0.05	Jess	25.4640	38.1960	30.4640	45.6960
$44,183	$ 21.2416	Warren	$ 0.5841	$45,398	$ 21.8258	-	$21.8258	6/22/2021	2031	$0.05	Gordon	21.8258	32.7386	26.8258	40.2386
$52,974	$ 25.4682	Mallum	$ 0.7004	$54,431	$ 26.1686	-	$26.1686	6/20/2017	2026	$0.05	Jeremy	26.1686	39.2529	31.1686	46.7529
$77,062	$ 37.0493	Tuttle	$ 1.0189	$79,182	$ 38.0681	0.20	$38.2681	2/20/1995	2019	$0.20	Greg	38.2681	57.4022	43.2681	64.9022

2023			HOURLY INCREASE	2024		LONGEVITY		ANNIVERSARY DATE				Reg	Overtime	Standby	Standby OT
$63,776	$ 30.6616	Hillman	$ 0.8432	$65,530	$ 31.5048	0.20	$31.7048	5/6/1996	2020	$0.20	Bernie	31.7048	47.5572	36.7048	55.0572
$67,609	$ 32.5041	LaShomb	$ 0.8939	$69,468	$ 33.3980	0.15	$33.5480	1/3/2000	2025	$0.20	Dorie	33.5480	50.3219	38.5480	57.8219
$55,334	$ 26.6031	Blair	$ 0.7316	$56,856	$ 27.3346	0.05	$27.3846	9/13/2012	2027	$0.10	Karen	27.3846	41.0770	32.3846	48.5770
$49,621	$ 23.8561	Smith	$ 0.6560	$50,985	$ 24.5121	-	$24.5121	11/23/2020	2030	$0.05	Mindy	24.5121	36.7682	29.5121	44.2682
$42,230	$ 20.3030	Kilde	$ 0.5583	$43,392	$ 20.8614	-	$20.8614	11/23/2020	2030	$0.05	Ben	20.8614	31.2921	24.6114	36.9171
$52,965	$ 25.4640	Perrington	$ 0.7003	$54,422	$ 26.1643	-	$26.1643	4/7/2014	2023	$0.05	Jess	26.1643	39.2464	31.1643	46.7464
$45,398	$ 21.8258	Warren	$ 0.6002	$46,646	$ 22.4260	-	$22.4260	6/22/2021	2031	$0.05	Gordon	22.4260	33.6389	27.4260	41.1389
$54,431	$ 26.1686	Mallum	$ 0.7196	$55,928	$ 26.8882	-	$26.8882	6/20/2017	2026	$0.05	Jeremy	26.8882	40.3324	31.8882	47.8324
$79,182	$ 38.0681	Tuttle	$ 1.0469	$81,359	$ 39.1150	0.20	$39.3150	2/20/1995	2019	$0.20	Greg	39.3150	58.9725	44.3150	66.4725

This Letter of Understanding is entered into between the City of Cohasset (hereafter "Employer") and AFSCME, AFL-CIO, Local 498, representing the employees of the City of Cohasset.

WHEREAS: The Current Zoning Officer, Greg Tuttle, put in notice of retirement; and

WHEREAS: The Employer posted the vacancy some time ago in an effort to backfill the position and get the new hire trained in an effort to minimize the impact; and

WHEREAS: The search for a qualified applicant has so far failed; and

WHEREAS: It is of interest to the Employer to incentivize Mr. Tuttle to remain employed until 9/2/22 in order to have the services of a Zoning Officer; and

WHEREAS: The Employer has agreed that additional incentive pay afforded by this LOU shall be paid by the Employer but not have any impact whatsoever on the upcoming negotiations settlement for the rest of the bargaining unit; and

NOW THEREFORE: The Employer and the Union agree it is necessary to outline the terms and conditions of the incentive pay offered to encourage Mr. Tuttle's continued employment in the position of Zoning Officer until 9/2/22;

BE IT RESOLVED: Both the Union and Employer agree that effective 6/8/21 the current Zoning Officer, Greg Tuttle, shall continue in the position of Zoning Officer until 9/22/22 to perform the services for the position and train his replacement at a rate of $75,000 dollars per year until his retirement effective 9/2/22. Until then, any replacement hired will be compensated as a trainee for the Zoning Officer position under the then existing labor agreement, and this LOU shall expire effective 9/2/22.

BE IT FURTHER RESOLVED: The terms and conditions agreed to in this Letter of Understanding shall be considered non-precedent setting and shall have no force or effect after the date of sunset 9/2/22.

FINALLY, This Letter of Understanding represents the full and complete agreement between the parties regarding this matter. The provisions of this LOU do not modify the parties Collective Bargaining Agreement or any current practice not delineated, but instead are in addition to the existing previsions and practices. All other provisions of the bargaining agreement, except for the salary provisions for the Zoning Officer position modified by this LOU, shall continue to apply, including but not limited to: wage increases, fringe benefits, and Benefit Time.

Dated this 24 **day of** Aug., 2021

Cohasset City

By: _____
Greg Hagy, Mayor

By: _____
Max Peters-Director of Finance

Dated this 24 **day of** August, 2021

American Federation of State, County and Municipal Employees, AFL-CIO, Minnesota Council 65, Local No. 498

By: _____
Leann Stoll, Council Labor Representative

By: _____
Jeremy Mallum, Local 498-4 President