AGREEMENT

between

THE CITY OF CROSSLAKE

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL UNION #689

JANUARY 1, 2022 - DECEMBER 31, 2024

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AGREEMENT

This Agreement is entered into by and between the City of Crosslake, Minnesota, hereinafter the Employer, and Local #689, Minnesota Council 65, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter the Union, pursuant to the Public Employment Labor Relations Act of 1971, as amended.

ARTICLE I
PURPOSE

The Union and the Employer agree that the purpose for entering into the Agreement is to:

A. Establish the foundation for a harmonious and effective labor-management relationship;

B. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;

C. Place in written form the parties agreement upon the terms and conditions of employment for the duration of the Agreement.

ARTICLE II
RECOGNITION

Section 1. Recognition. In accordance with the P.E.L.R.A., the Employer recognizes Local #689, Minnesota Council #65, of the American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for:

> "All employees of the City of Crosslake, Minnesota, who are public employees within the meaning of Minnesota Stat. 179A.03, Subd. 14, excluding supervisory, essential, and confidential employees."

Section 2. New Class. In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new class, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 3. Non-Discrimination. No discrimination shall be exercised against any applicant or employee because of Union membership or non-membership or membership in any classification protected under federal, state, or local law.

ARTICLE III
DEFINITIONS

Section 1. Union. Local No. 689, Minnesota Council 65, of the American Federation of State, County and Municipal Employees, AFL-CIO.

Section 2. Employer. The City of Crosslake, or its designated representative (Department Head, City Administrator, etc).

Section 3. Regular Full-Time Employee. An employee who has successfully completed the probationary period and who regularly works forty (40) hours per week.

Section 4. Regular Part-Time Employee. An employee who has successfully completed the probationary period working less than full-time and who works more than the lessor of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, and more than sixty-seven (67) working days per year.

ARTICLE IV
UNION SECURITY

Section 1. Dues Check Off. The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union 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 the Union; and the deduction of all dues shall commence 30 working days after initial employment with the Employer; and

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 necessary for the collection and administration of Union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer 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.

Section 2. Fair Share/Agency Fee. The Union may collect an Agency fee or Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sec. 179A.06, subd. 3.

Section 3. Hold Harmless. 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 actions taken by the Employer under all provisions of this Article.

Section 4. Bulletin Board Space. The Employer shall make space available on an employee bulletin board for posting of Union notices. It is specifically understood that no notices of an inflammatory nature shall be posted. Union notices are to be removed after a posting period of thirty (30) days.

Section 5. Access to Premises. Representatives of the Union shall have access to the premises of the Employer at reasonable times and subject to reasonable rules established by the Employer to investigate grievances and other problems with which they are concerned. Such access shall not

interfere with the work of employees, shall be subject to prior notice to the Employer, and shall not extend to private offices.

Section 6. Stewards. The Employer agrees to recognize Stewards certified by the Union as provided in this Section, subject to the following stipulations:

A. There shall be no more than one (1) steward and one (1) alternate at any one time.

B. The Union shall inform the Employer in writing of the name of the steward and alternate as well as any subsequent changes.

C. The steward or alternate shall be permitted to leave a work station for Union business, without loss of pay, for a reasonable length of time (not to exceed two hours for any single incident) to discuss or present grievances to the Employer.

ARTICLE V
EMPLOYER RIGHTS

Section 1. Inherent Managerial Rights. The exclusive representative recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, its organizational structure, and the selection and direction and number of personnel.

Section 2. Labor Management Cooperation. Whenever possible the Employer shall attempt to incorporate the ideas of the employees into the decisions regarding the City's methods of operation. A Meet and Confer Committee will be formed to discuss issues on an ongoing basis on a schedule established by the Committee.

ARTICLE VI
HOURS OF WORK

Section 1. Normal Work Hours. The regular work week shall be Monday through Friday and the normal hours of work shall be eight (8) hours per day, forty (40) hours per week, except as otherwise established by the Department Head with the approval of the City Administrator in accordance with custom and needs of the department. Employees shall have input into the scheduling. The lunch period shall be a minimum of one-half hour and no longer than one hour, shall be duty free and taken without pay.

Section 2. Rest Period. Employees shall be granted one fifteen (15) minute rest period in each four (4) hours of work. Such rest periods shall normally be taken near the midpoint of each such four (4) hour period as near to the worksite as practicable.

Section 3. Scheduling. Each department head shall schedule lunch and rest periods on a staggered basis so as not to interfere with work requirements. Except in extraordinary circumstances, an employee shall take lunch and rest breaks. An employee shall not arrive at work late or leave early in lieu of taking lunch or rest periods.

Section 4. Conferences and Meetings. For the purpose of this Article, travel time to and from and all working hours spent at conferences, seminars, meetings and the like for which attendance has been required by the Employer shall be considered as "time worked" for the purposes of this Article.

ARTICLE VII
OVERTIME

Section 1. Overtime. All authorized overtime over forty (40) hours per week shall be compensated for at the rate of time and one half (1½) times the employee's regular rate of pay or as compensatory time, figured at one and one-half (1½) hours of compensatory time for each hour of work.

Compensatory time shall be taken as approved by the department head or City Administrator in increments of not less than one (1) hour at a time. Compensatory time may accumulate to a maximum of forty (40) hours as of the end of any pay period. Compensatory time shall be paid in cash if not used by December 1 of each year. Subject to approval by the City Council, an employee may request an exception to this annual cash out.

Time paid for vacation, holidays and sick leave shall be considered time worked for the purposes of computing overtime or compensatory time.

Section 2. Call Backs. An employee called back to work after the completion of their regular eight (8) hour shift shall be compensated for all such hours worked on the call back at one and one-half (1½) times the employee's regular hourly rate of pay with a minimum of two (2) hours. Only the department head or City Administrator shall have the authority to call an employee back to work.

ARTICLE VIII
HOLIDAYS

Section 1. Benefits. The following days shall be paid holidays for all regular full-time employees:

New Year's Day
President's Day
Independence Day
Veterans Day
Day After Thanksgiving
Two (2) Personal Days
Martin Luther King Day
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day

Section 2. Qualification. In order for an employee to qualify for the holiday pay provided in this Article, the employee must be on pay status on the last scheduled work day immediately preceding the holiday, and the first scheduled work day immediately following the holiday.

Section 3. Holidays and Weekends. When any of the above holidays falls on a Saturday, the preceding day shall be a holiday, and when any of the above holidays falls on a Sunday, the following day shall be a holiday.

Section 4. Work on a Holiday. An employee required to work on a designated holiday shall receive one and one-half (1½) times the employee's regular rate of pay for all hours worked on the holiday. The employee shall take another day off in lieu of the holiday without loss of pay. Whenever possible, the day taken for the holiday shall be within thirty (30) days of the holiday worked.

Section 5. Holidays During Vacation. When a paid holiday falls during a vacation period, the employee shall receive pay for that holiday and be entitled to another day of vacation subject to the approval of the Employer.

Section 6. Part-Time Employees. Regular part-time employees are entitled to holiday pay on a prorata basis according to the number of hours they worked in the previous calendar year. The prorata amount for the first year of employment will be based on a projected number of hours that the employee is expected to work.

Section 7. Personal Days. The personal days may be taken as approved by the Department Head or City Administrator in increments of not less than one (1) hour at a time.

ARTICLE IX
VACATIONS

Section 1. Benefits. Regular full-time employees shall earn vacation on the following basis:

One (1) year	Five (5) days
Two (2) years through six (6) consecutive years	Twelve (12) days
Seven (7) years through nine (9) consecutive years	Fifteen (15) days
Ten (10) consecutive years	Sixteen (16) days
Eleven (11) consecutive years	Seventeen (17) days
Twelve (12) consecutive years	Eighteen (18) days
Thirteen (13) consecutive years	Nineteen (19) days
Fourteen (14) consecutive years	Twenty (20) days

Section 2. Accrual. The vacation accrual period shall be January 1st through December 31st for one given year, except that in the case of a newly hired employee. In that case, accrual will be from date of hire to December 31st with vacation accrual for the year of hire based on a prorata basis. An employee hired prior to July 1 of any given year will accrue vacation based on the schedule for year two above (12 days) as of January 1 following date of hire.

An employee hired after July 1 of any given year will accrue vacation based on the schedule for year

one above (5 days) as of January 1 following date of hire. An employee may accumulate vacation leave, from one calendar year to another, to a maximum of fifteen (15) days for full-time employees, and to a prorated maximum for part-time employees. Failure to use vacation leave or accumulation beyond the maximum set forth above shall result in loss of vacation leave. The City Council may permit cash out of accumulated vacation leave or accumulation beyond the limit only in special circumstances.

Section 3. Non-Pay Status. Vacation leave shall not accumulate to an employee while on non-pay status.

Section 4. One Hour Minimum. Vacation may be taken in one (1) hour minimum periods provided requests for any such partial vacation is made in advance and approved by the Employer.

Section 5. Notice. Vacation leave may be used subject to approval by the department head or City Administrator. Reasonable effort shall be made to schedule vacations of at least five (5) days at the time requested by the employee, provided that four (4) weeks advance notice is given, if possible. Should a conflict in scheduling occur, it will be resolved on the basis of first request and then seniority at the time of the request, keeping in mind the needs of service in the affected employees' departments.

An employee who leaves employment for any reason, other than discharge for just cause, shall be compensated for all vacation leave accrued and unused.

Section 6. Part-Time Employees. Regular part-time employees are entitled to vacation leave on a prorata basis according to the number of hours they worked in the previous calendar year. The prorata amount for the first year will be based on a projected number of hours that the employee is expected to work.

ARTICLE X
SICK LEAVE

For employees hired before April 1, 2022:

Section 1. Benefit. Regular full-time employees shall earn sick leave at the rate of eight (8) hours per month of service. Regular part-time employees shall earn a prorata amount based on the number of hours worked in the previous calendar year. The prorata amount for the first year will be based on a projected number of hours that the employee is expected to work. Sick leave may be accumulate to a maximum of eight hundred (800) hours and may be granted in increments of not less than one hour.

Section 2. Deferred Account. Sick leave earned over and above eight hundred (800) hours shall be credited to a deferred sick leave account as follows: Seventy-five percent (75%) shall be deposited into the deferred sick leave account and twenty-five percent (25%) shall be deposited into the employee's vacation account for use as regular paid vacation leave. When an employee has exhausted their accrued sick leave (up to 800 hours), the hours in the deferred account shall be transferred into the employee's sick leave account.

Section 3. Utilizations. An employee shall be granted sick leave with pay when the employee is unable to work due to illness, the necessity for medical, chiropractic or dental care, childbirth or pregnancy disability, or exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come in contact in the course of performing work duties.

With respect to use of sick leave for relatives of the employee, sick leave may be used to provide necessary care which requires the presence of the employee as provided under Minn. Stat. § 181.9413.

Employees who are not eligible for vacation leave may, upon the approval of their Department Head or City Administrator, use sick leave for stress relief up to two (2) days annually.

Section 4. Medical Certification. To be eligible for sick leave, the employee shall report to the appropriate authority as soon as possible. The City may require the employee to submit a medical certificate for any absence of three (3) days or more. Abuse of sick leave may be cause for disciplinary action.

Section 5. Non-Pay Status. Sick leave shall not accumulate to an employee while in a non-pay status.

Section 6. Workers' Compensation. For employees receiving weekly benefits under the Workers' Compensation Act, sick leave may be used to make up the difference between such benefits and the employee's normal net earnings each period. Employees on Workers' Compensation shall earn vacation and sick leave and receive Employer paid health insurance contributions for a period of up to one (1) year.

Section 7. Severance. Upon separation from employment for any reason other than just cause, employees shall be compensated for one hundred percent (100%) of their deferred sick leave accrual and zero percent (0%) of their regular accrued sick leave.

For employees hired on or after April 1, 2022:

Section 1. Benefit. Regular full-time employees shall earn sick leave at the rate of eight (8) hours per month of service. Regular part-time employees shall earn a prorata amount based on the number of hours worked in the previous calendar year. The prorata amount for the first year will be based on a projected number of hours that the employee is expected to work. Sick leave may accumulate to a maximum of eight hundred (800) hours and may be granted in increments of not less than one hour. No employee may accumulate in excess of eight hundred (800) hours of sick leave.

Section 2. Utilizations. An employee shall be granted sick leave with pay when the employee is unable to work due to illness, the necessity for medical, chiropractic or dental care, childbirth or pregnancy disability, or exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come in contact in the course of performing work duties.

With respect to use of sick leave for relatives of the employee, sick leave may be used to provide

necessary care which requires the presence of the employee as provided under Minn. Stat. § 181.9413.

Employees who are not eligible for vacation leave may, upon the approval of their Department Head or City Administrator, use sick leave for stress relief up to two (2) days annually.

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Section 6. Severance. Upon separation from employment for any reason, employees shall be compensated for zero percent (0%) of their regular accrued sick leave.

ARTICLE XI
LEAVES OF ABSENCE

Section 1. Bereavement Leave. Paid bereavement leave shall be granted for a maximum of three (3) days for death of an employee's immediate family or household members. Immediate family is intended to include spouse, and the child or step-child, parent, sibling, grandparent or grandchild of either the employee or the employee's spouse and the spouse of the employee's sibling. An additional three (3) days may be granted by the employee's supervisor or City Administrator, the additional days to be taken from sick leave. Bereavement leave may not be cumulative.

Section 2. Jury Duty. When an employee performs jury duty or is subpoenaed as a witness in court or voluntarily serves as a witness in a case in which the City is a party, the employee is entitled to compensation from the City equal to the difference between the employee's regular pay and the amount received as a juror or witness. An employee must report back to work if released from jury duty during normal working hours.

Section 3. Military Leave. Military leave shall be granted in accordance with Minnesota Statutes §192.261.

Section 4. Educational Leave. Leave with pay shall be granted for educational purposes if such education is specifically required by the Employer and the employee has received approval from the Employer for such leave. The City shall make every effort to allow employees to participate in necessary training available to upgrade their knowledge and skills relating to their employment.

Section 5. Community Service. City employees who serve as volunteer firefighters or first responders shall suffer no loss of pay if it becomes necessary for them to respond to an emergency during their work hours.

Section 6. Unpaid Leaves of Absence.

Subd. 1. Non-Accrual. Employees shall not accrue sick leave, vacation, seniority or paid holiday benefits while on unpaid leave of absence.

Subd. 2. Group Insurance. A regular full-time employee granted a leave of absence without pay shall be permitted to remain in the Employer's group insurance plans by making advance premium payments to the payroll department in City Hall after providing written notification of intent to remain in the plan in accordance with Minnesota Statutes.

Subd. 3. Medical Leave. An employee who has completed the required probationary period, who is unable to perform the duties of the job because of illness or injury and who has exhausted all sick leave credit available, may, upon request, be granted a medical leave of absence, without pay, at the discretion of the Employer up to a period of one year.

A request for leave of absence under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal work responsibilities.

The Employer may require that the employee be examined by a physician of the Employer's choosing (paid by the Employer) prior to authorizing the employee to return to work.

Subd. 4. Personal Leave. An unpaid leave of absence up to three (3) months for personal reasons may be granted to an employee at the Employer's discretion with prior written approval of the City Council. No such leave shall be granted or used for the purpose of securing other employment.

Subd. 5. Reinstatement After Leave. An employee returning from an approved unpaid leave of absence as covered by this Section shall be assigned to the employee's former position if available, or another position at the discretion of the Employer, with comparable duties and pay, if available.

Subd. 6. No employee will be granted more than one (1) leave of absence within the calendar year, except under most unusual circumstances and in no case shall the combined leaves exceed one (1) year.

Subd. 7. Any employee who accepts employment while on leave of absence automatically terminates their employment with the City.

ARTICLE XII
GRIEVANCE PROCEDURE

Section 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.

Section 2. Representative. The Employer will recognize representatives designated by the Union, (not to exceed two (2) in number), as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 3. Definitions.

Subd. 1. Extension. Time limits specified in this Agreement may be extended by mutual agreement. An oral agreement to extend a time limit promptly followed by a confirming letter, fax, or email from one party to the other shall suffice.

Subd. 2. Days. References to days regarding time periods in this grievance shall refer to calendar days.

Subd. 3. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark. The filing or service of any notice or document herein shall be timely if it is personally served, if it bears a postmark of the United States Postal Service, or, if sent by e-mail or fax, if it is time stamped within the time period. The address for City Hall is 13888 Daggett Bay Road, Crosslake, MN 56442, phone 218-692-2688; and the address for the Union shall be as provided by the Union Business Agent.

Subd. 5. Reduced to Writing. "Reduced to writing" shall mean setting forth in writing the nature of the grievance, the facts upon which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested.

Section 4. Time Limitation. Grievances shall not be valid for consideration unless the grievance is submitted in writing, setting forth the facts and the specific provision or provisions of the Agreement allegedly violated and the particular relief sought, within fifteen (15) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof.

Section 5. Processing a Grievance. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time, (not to exceed two (2) hours per meeting) without loss of pay if a grievance is presented to the Employer during normal working hours.

Section 6. Procedure.

Step 1: Informal Discussion. The Supervisor or Department Head shall meet and discuss the grievance with the grievant and the grievant's representative within ten (10) days after the receipt of

the grievance. In the event that the City Administrator is the grievant's supervisor or department head, the grievance shall be filed directly at Step 2.

Step 2: In the event the grievance is not resolved in Step 1, the decision rendered may be appealed to the City Administrator, provided such appeal is made within ten (10) days after receipt of the decision in Step 1. If a grievance is properly appealed to the City Administrator, he/she shall set a time to hear the grievance within twenty (20) days after the appeal is received. After the meeting, the City Administrator shall issue a decision in writing within ten (10) days to the parties involved.

Step 3: In the event the grievance is not resolved in Step 2, the decision rendered may be appealed to the City Council or its representative, provided such appeal is made within ten (10) days after the receipt of the decision in Step 2. If a grievance is properly appealed to the City Council or its representative, they shall set a time to hear the grievance within twenty (20) days after the appeal is received. After the meeting, the City Council or its representative shall issue its decision in writing within ten (10) days to the parties involved.

Step 3A: Upon completion of the previous procedure and prior to requesting arbitration, the Union or the Employer may request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within ten (10) days following the decision in Step 3. The time limit for requesting arbitration shall be waived and if mediation does not resolve the grievance, arbitration may commence as hereafter provided in Step 4.

Step 4: If the grievance remains unresolved, the Union may, within ten (10) days after the response of the City Council or the last mediation session, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon an arbitrator within seven (7) days, either party may request the Bureau of Mediation Services to submit a panel of arbitrators. Both the Employer and the Union shall alternately strike names from the panel until one name remains and that person shall be the arbitrator. The party requesting arbitration shall strike the first name and shall notify the arbitrator of the selection.

Section 7. Arbitrator's Authority. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

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 to him/her in writing by the employee and by the Employer at the arbitration hearing and shall have no authority to make a decision on any other issue not so submitted to him/her.

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 and effect of law.

The arbitrator shall submit a decision 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. Subject to the Uniform Arbitration Act, Minnesota Statutes 572.01 et seq., the decision shall be binding on both the Employer and the Union. It 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.

Section 8. Fees and Expenses. 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.

Section 9. 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 any 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 written agreement of the Employer and the Union.

Section 10. Choice of Remedy. If as a result of the written Employer response at Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or a procedure such as Veterans Preference or Fair Employment. If appealed to any procedure other than Step 4 of this Article, the grievance is not subject to the arbitration procedure set forth herein. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of this Article or another appeal procedure - and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 4 of this grievance procedure.

ARTICLE XIII
DISCIPLINE AND DISCHARGE

Section 1. Just Cause. An employee who has completed the required probationary period may be disciplined only for just cause. Disciplinary action or measures may include any of the following: (1) oral reprimand; (2) written reprimand; (3) demotion or salary adjustment; (4) salary freeze, not to exceed six (6) months; (5) suspension; and (6) discharge, depending upon the reasons giving cause to discipline an employee. An employee disciplined by the Employer may process an appeal of such action through the grievance procedure of this Agreement.

Section 2. Discipline Process. If the Employer has reason to reprimand an employee, the Employer shall attempt to do it in a manner that will not embarrass the employee before other employees or the public. Employees disciplined by written reprimand shall receive a copy of the reprimand.

Section 3. Administrative Meeting. Employees facing discharge for cause shall be entitled to a meeting with the City Administrator before the penalty of discharge is imposed. The Employer shall

notify the employee in writing of the specific charges. The employee may arrange for Union representation, if the employee so chooses.

Section 4. Unexcused Absences. Any employee absent from scheduled duty that is not reported to and authorized by the Employer shall be deemed an absence without leave. An employee absent without leave will be subject to disciplinary action. An employee absent without leave for two (2) consecutive days shall be deemed to have resigned employment. The Employer may grant approval for the leave subsequent to the unauthorized absence, if the Employer determines the circumstances surrounding the absence warrant such action.

ARTICLE XIV
PROBATIONARY PERIOD

Section 1. Probationary Period. All newly hired or rehired full-time employees shall serve a six (6) month probationary period. Part-time employees shall complete 1040 hours without a break in service as a probationary period. The probationary period may be extended for up to six (6) calendar months for full-time and part-time employees by action of the City Council after conferring with the Union.

Section 2. Dismissal. At any time during the probationary period, the Employer shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned, and a newly hired or rehired employee may be terminated at the sole discretion of the Employer.

Section 3. Benefits. Vacation and paid sick leave shall accrue from date of hire, but may not be taken while the employee is on probation, except with the approval of the City Administrator. Payment will be made for holidays that occur during the probationary period.

ARTICLE XV
SENIORITY

Section 1. Definitions. Seniority shall be defined as an employee's length of continuous service with the Employer. Upon completion of the probationary period, the seniority date of the employee shall relate back to the employee's initial date of most recent employment.

Section 2. Part-Time Employees. A part-time employee's seniority standing shall be based upon total hours of service. If a part-time employee goes to full-time employment, the employee's total hours of service will be divided by 2080 to establish the effective seniority date.

Section 3. Seniority List. The seniority list on the effective date of this Agreement shall show the name, hire date and job title of all employees in the bargaining unit. The Employer shall keep the seniority list up to date, in addition to posting the list on the employee's bulletin board on the first working day of each year for a period of fourteen (14) working days.

Employees shall have fifteen (15) working days from the date of the posting to supply written documentation, proof, and a written request for seniority change to the Employer.

Section 4. Loss of Seniority. An employee shall lose seniority for any of the following reasons:

A. Resignation

B. Discharge for cause

C. Failure to return to work when recalled from layoff

D. Failure to be recalled from layoff within one year

E. Failure to return to work upon expiration of an approved leave of absence

Section 5. Layoffs. The word "layoff" shall mean a reduction in the work force. The following procedure shall apply. Layoffs shall be according to seniority within job classification. Probationary and/or seasonal employees will be laid off first. The Employer shall provide thirty (30) working days notice of layoff, except that employees hired on a seasonal or temporary basis shall be exempt from the thirty (30) day notice requirement. A senior employee may bump into a lateral or lower classification provided the employee is qualified for the job. An employee who bumps into another position shall be paid the salary of that position.

When the working force is increased after a layoff, employees will be recalled according to classification seniority in the reverse order of layoffs. Notice of recall shall be sent to employees at their last known address as on file with the Employer by registered or certified mail. If the employee fails to report for work within ten (10) working days from the date of mailing of the notice of recall, the employee shall be considered as having resigned. Employees shall have the rights of recall for a period of one (1) year from the initial layoff date.

Section 6. Vacancies and New Positions. Notice of all permanent vacancies and newly created positions shall be posted on the employees bulletin board at City Hall, Public Works and Community Center for a period of five (5) working days. The posting at City Hall will be the official posting for all purposes. The postings at Public Works and Community Center are not the official posting. The most senior employee, if qualified, will be given the vacant or new position.

Section 7. Wages. Employees may be assigned to work all levels of responsibility for a period not exceeding one (1) week without a changed wage level.

ARTICLE XVI
INSURANCE

Section 1. Health and Hospitalization Insurance. The Employer shall provide a group medical/surgical plan for employees and their dependents. The Employer shall pay eighty percent (80%) of the monthly insurance premium and the employee shall pay twenty percent (20%) of the premium. The benefit level shall not be reduced from the current policy purchased through Resource Training and Solution's participation in the Minnesota Health Care Consortium. The Employer will no longer reimburse for office call co-pays. However, the Employer shall contribute to the Health Savings Account (HSA) of each eligible employee, according to the following

schedule:

	Single	Family
2022	$3,000	$6,000
2023	$3,000	$6,000
2024	$3,000	$6,000

The Employer's annual contribution to the HSAs shall be made in four (4) equal quarterly installments, payable as of the beginning of each quarter of the calendar year to then-eligible employees. The Employer may advance quarterly payments in individual hardship cases, subject to the employee's obligation to repay the Employer in the event the employee is not employed long enough during the year to have been entitled to the quarterly payments which were advanced.

The Employer shall be obligated to make only one (1) HSA contribution on behalf of an employee. Therefore, if the employee is enrolled as a dependent of another employee for whom the Employer has made a family coverage contribution, the Employer is not obligated to make a separate single coverage contribution of behalf of the employee.

Any change in the coverages provided under the policy of group insurance which are imposed by the insurance carrier without option to the City and which are applicable to all City employees shall be implemented for the members of this bargaining unit. The Employer will notify the Union as soon as practicable of changes in the group insurance policy and will, at the request of the Union, meet and confer regarding the changes. Any increased cost due to the change shall be the responsibility of the employee, unless the parties agree during the meet and confer discussion to allocate the increased cost between the parties.

Section 2. Dental Insurance. Employees shall be provided Dental Insurance by the City. The premium contribution shall be based on the formula in Section 1. The benefit level shall not be reduced from the Delta Dental Plan (Delta Select Plus) presently in force.

Section 3. Long Term and Short Term Disability. The Employer shall provide and pay one hundred percent (100%) of the premium for a long term disability policy for each employee.

Section 4. Eligibility. Employees who work a minimum of thirty (30) hours per week shall receive full insurance benefit. Employees below thirty (30) hours per week shall receive prorata City contribution based on their actual hours of work.

Section 5. Retirees. The Employer will pay on behalf of an employee who retires from the Employer at a time when the employee is eligible for and will immediately begin receiving a PERA retirement annuity, a portion of the premium for continued coverage under the Employer's health and dental insurance programs, for up to three (3) uninterrupted years (meaning that the employee elects and continuously retains coverage) beginning with the employee's retirement from the Employer, or until the employee is eligible for Medicare, whichever occurs sooner, as follows:

A. With 25 or more years of service – same percentage premium contribution made on behalf of active employees, for single coverage.

B. With 15 to 25 years of service – fifty percent (50%) premium contribution made on behalf of active employees, for single coverage.

Employees hired after January 1, 2019 will be solely responsible for the cost of continued coverage, regardless of their length of service.

Section 6. Claims Against Employer. It is understood that the Employer's only obligation is to provide and make available to employees an insurance policy and to pay such amounts as set forth herein, and no claims shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Life Insurance. The City shall provide and pay the premium for a $20,000 life insurance policy for each employee. The policy shall include double indemnity in the case of accidental death.

Section 8. Worker's Compensation. If an employee is disabled due to an injury sustained during the course and scope of performing work for the Employer, the Employer will pay the full premium for health and life insurance coverage (for the employee only and not his/her dependent) for a period of up to one (1) year.

ARTICLE XVII
RATES OF PAY

Section 1. Wages. The wages reflected in Appendix "A" and attached hereto shall be part of this Agreement.

Section 2. Step Movement. Step movement shall occur on January 1 each year, except that an employee hired after July 1 shall move to the next step on the salary schedule on January 1 after their first full year of employment.

Initial salary schedule placement of new employees will be by mutual agreement of the employee and the City Council. The Employer, at its discretion, may advance an employee up to one additional step upon successful completion of the probationary period.

Section 3. Reclassification. An employee transferred to a higher paid classification shall be placed on the step of the new classification salary schedule that represents an increase above current salary.

An employee who voluntarily transfers to a lower paid classification shall be placed on the salary schedule on the same step of the new classification as they were in their previous classification.

In the event that any employee bumps into a lower paid classification or their position is downgraded under comparable worth evaluation, the employee would not lose salary, but would be frozen at current salary until the salary range of the lower classification catches up.

Section 4. Job Re-Evaluation. During the term of this Agreement, an employee or department head may request the re-evaluation of a position based on significant changes in duties and responsibilities. Requests would be limited to one such request per calendar year for any position.

Requests for job re-evaluation should be made to the City Administrator and the request should be acted upon as soon as possible. The City Administrator will make a recommendation to the City Council, after conferring with the Union, as to the salary range, placement of employee(s) of the range and effective date of salary change, if any. The City Council will make the final determination regarding any changes.

During the remainder of the contract term, any salary schedule changes occurring due to job re-evaluation will be set forth in a Letter of Understanding between the City and the Union and incorporated into the successor Agreement.

Section 5. "On Call" Pay. Management retains the right to place an employee "on call" for a period of one week. A normal "on call" week begins at 7:00 a.m. Monday and ends the following Monday at 7:00 a.m.

An acceptable "on call" rotation shall be established between the City Administrator (or designee) and the employees assigned to be "on call."

"On call" employees shall be available by pager and/or cell phone with a maximum response time of thirty (30) minutes under normal conditions. Reasonable deviations to the maximum response time may be mutually agreed to by the City Administrator (or designee) and the affected employee(s).

Employees assigned to be "on call" shall be compensated at the rate of one hundred fifty dollars ($150) per week.

Section 6. Longevity. Upon completing fifteen (15) years of continuous service since the employee's last date of hire and upon receiving a performance rating of satisfactory for the prior year, an employee shall receive a longevity increase of one percent (1%). Upon completing twenty (20) years of continuous service since the employee's last date of hire and upon receiving a performance rating of satisfactory for the prior year, an employee shall receive a longevity increase of one percent (1%). Upon completing twenty-five (25) years of continuous service since the employee's last date of hire, and upon receiving a performance rating of satisfactory for the preceding year, an employee shall receive an additional one percent (1%) longevity increase.

Section 7. License/Certification Premiums. Employees shall be paid a premium for maintaining the following licenses/certifications:

> Wastewater Treatment Facility Operator, Class B, with Type 4 Biosolids Operator: Four Dollars ($4.00) per hour; or
> Wastewater Treatment Facility Operator, Class C, with Type 4 Biosolids Operator: Two Dollars ($2.00) per hour.

The premium shall only be paid if the employee has a valid Class B or Class C license/certification. Employees shall receive the premium based upon the highest license/certification they have attained; the Class B and Class C premiums shall not be cumulative.

ARTICLE XVIII
GENERAL PROVISIONS

Section 1. Mileage. Employees who use their own vehicles to travel on City business shall be reimbursed on a mileage basis at the rate established by the Internal Revenue Service.

Section 2. Labor Negotiations. If labor negotiations are conducted during work hours, two (2) employees shall be allowed to participate in such negotiations without loss of pay.

Section 3. Clothing and Footwear Allowance. Employees who work outside shall be allocated a five hundred dollar ($500) clothing and footwear allowance at the beginning of each year. Regular part-time employees are entitled to the allowance on a prorata basis according to the number of hours they worked in the previous calendar year. The prorata amount for the first year of employment will be based on a projected number of hours that the employee is expected to work. The City will provide winter coveralls initially. The uniform allowance shall be for reimbursement, upon presentation of receipt, of the following: shirt, jacket, pants, safety shoes, long underwear, hat, gloves.

ARTICLE XIX
DRUG AND ALCOHOL TESTING

Section 1. Drug and Alcohol Testing. Members of the bargaining unit shall be subject to drug and alcohol testing in conformance with state law.

ARTICLE XX
DURATION

Section 1. Term and Reopening Negotiations. This Agreement shall be effective January 1, 2022 through December 31, 2024, and shall remain in effect from year to year thereafter unless either party shall give written notice sixty (60) days prior to any anniversary date of its desire to amend or terminate the Agreement.

Section 2. Finality. The parties mutually acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to submit demands and proposals with respect to any term or condition of employment not removed by law from bargaining. The parties also acknowledge that all reasonable personnel policies of the Employer and all accumulated benefits not mentioned in this Agreement, unless specifically waived by the exclusive representative, remain in effect so long as they are consistent with the provisions of this Agreement. The specific provisions of this Agreement, however, supersede all policies, rules and regulations of the Employer that are inconsistent with these provisions.

Section 3. Mutual Agreement. Unless expressly mutually agreed in writing, this Agreement may not be reopened for negotiation during the duration thereof.

Notwithstanding the foregoing, either party may give thirty (30) days' written notice of their desire to amend Article XVI of this Agreement as a result of the implementation of and/or any amendments to the Patient Protection and Affordable Care Act. In the event such notice is given,

all of the other provisions of this Agreement will continue in full force and effect and the parties will meet and negotiate in good faith regarding Article XVI only. The parties intend to comply with the Act and avoid any penalties, taxes, or fines for the Employer.

Section 4. Severability. The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under the circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on this 12TH day of April, 2022.

CITY COUNCIL
CITY OF CROSSLAKE
CROSSLAKE, MINNESOTA

By: _____
Mayor

By: _____
City Clerk

By: _____
Jessica L. Durbin, Labor Negotiator*

LOCAL #689, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO

By: _____

By: Ray Sandt Council 65

*Not a party to this Agreement.

APPENDIX A

2022 Salary Schedule										
Step	1	2	3	4	5	6	7	8	9	10
Building Assistant	12.15	12.51	12.88	13.26	13.66	14.06	14.48	14.91	15.36	15.83
Building & Registration Assistant	14.44	14.87	15.32	15.79	16.25	16.74	17.24	17.75	18.29	18.84
Secretary	17.96	18.50	19.05	19.64	20.22	20.83	21.45	22.10	22.77	23.45
Park Maintenance	17.96	18.50	19.05	19.64	20.22	20.83	21.45	22.10	22.77	23.45
Program & Facilities Coordinator	19.38	19.97	20.57	21.20	21.83	22.48	23.15	23.85	24.57	25.31
Light Equipment Operator	18.51	19.07	19.65	20.23	20.84	21.46	22.11	22.78	23.46	24.17
Park Maintenance Equipment Operator	21.07	21.71	22.36	23.02	23.71	24.44	25.17	25.93	26.71	27.51
Heavy Equipment Operator	22.89	23.56	24.27	25.00	25.74	26.52	27.32	28.14	28.98	29.85
Deputy Clerk	22.89	23.56	24.27	25.00	25.74	26.52	27.32	28.14	28.98	29.85
Heavy Equipment/Sewer Operator	23.61	24.32	25.04	25.78	26.57	27.36	28.18	29.02	29.89	30.78
Planner - GIS Coordinator	24.28	25.01	25.75	26.53	27.32	28.15	28.99	29.86	30.75	31.67
Planner - Zoning Coordinator	24.28	25.01	25.75	26.53	27.32	28.15	28.99	29.86	30.75	31.67

Current Staff Placement For 2022:

- Heavy Equipment Operator
  - Joshua Runksmeier — Step 3
- Heavy Equipment/Sewer Operator
  - Seth Wannebo — Step 4
  - Joe Chase — Step 5
  - Nate Deshayes — Step 5
- Planner - Zoning Coordinator
  - Cheryl Stuckmayer — Step 8

	2023 Salary Schedule									
Step	1	2	3	4	5	6	7	8	9	10
Building Assistant	12.45	12.82	13.20	13.59	14.00	14.41	14.84	15.28	15.74	16.23
Building & Registration Assistant	14.80	15.24	15.70	16.18	16.66	17.16	17.67	18.19	18.75	19.31
Secretary	18.41	18.96	19.53	20.13	20.73	21.35	21.99	22.65	23.34	24.04
Park Maintenance	18.41	18.96	19.53	20.13	20.73	21.35	21.99	22.65	23.34	24.04
Program & Facilities Coordinator	19.86	20.47	21.08	21.73	22.38	23.04	23.73	24.45	25.18	25.94
Light Equipment Operator	18.97	19.55	20.14	20.74	21.36	22.00	22.66	23.35	24.05	24.77
Park Maintenance Equipment Operator	21.60	22.25	22.92	23.60	24.30	25.05	25.80	26.58	27.38	28.20
Heavy Equipment Operator	23.46	24.15	24.88	25.63	26.38	27.18	28.00	28.84	29.70	30.60
Deputy Clerk	23.46	24.15	24.88	25.63	26.38	27.18	28.00	28.84	29.70	30.60
Heavy Equipment/Sewer Operator	24.20	24.93	25.67	26.42	27.23	28.04	28.88	29.75	30.64	31.55
Planner - GIS Coordinator	24.89	25.64	26.39	27.19	28.00	28.85	29.71	30.61	31.52	32.46
Planner - Zoning Coordinator	24.89	25.64	26.39	27.19	28.00	28.85	29.71	30.61	31.52	32.46

	2024 Salary Schedule									
Step	1	2	3	4	5	6	7	8	9	10
Building Assistant	12.76	13.14	13.53	13.93	14.35	14.77	15.21	15.66	16.13	16.64
Building & Registration Assistant	15.17	15.62	16.09	16.58	17.08	17.59	18.11	18.64	19.22	19.79
Secretary	18.87	19.43	20.02	20.63	21.25	21.88	22.54	23.22	23.92	24.64
Park Maintenance	18.87	19.43	20.02	20.63	21.25	21.88	22.54	23.22	23.92	24.64
Program & Facilities Coordinator	20.36	20.98	21.61	22.27	22.94	23.62	24.32	25.06	25.81	26.59
Light Equipment Operator	19.44	20.04	20.64	21.26	21.89	22.55	23.23	23.93	24.65	25.39
Park Maintenance Equipment Operator	22.14	22.81	23.49	24.19	24.91	25.68	26.45	27.24	28.06	28.91
Heavy Equipment Operator	24.05	24.75	25.50	26.27	27.04	27.86	28.70	29.56	30.44	31.37
Deputy Clerk	24.05	24.75	25.50	26.27	27.04	27.86	28.70	29.56	30.44	31.37
Heavy Equipment/Sewer Operator	24.81	25.55	26.31	27.08	27.91	28.74	29.60	30.49	31.41	32.34
Planner - GIS Coordinator	25.51	26.28	27.05	27.87	28.70	29.57	30.45	31.38	32.31	33.27
Planner - Zoning Coordinator	25.51	26.28	27.05	27.87	28.70	29.57	30.45	31.38	32.31	33.27

CITY OF CROSSLAKE
-and-
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
LOCAL UNION #689

Memorandum of Understanding

The City and the Union are parties to a written collective bargaining agreement. The parties have agreed as follows:

The City's longtime Public Works Director has given notice of his resignation from employment, effective April 1, 2022. In light of this unusual circumstances, the parties have agreed that, for the period starting on April 2, 2022 and ending on the date a new Public Works Director begins work for the City, Nate Deshayes, Joe Chase, and Seth Wannebo shall receive an additional Three Dollars ($3.00) per hour for all hours worked. This additional pay does not apply to hours paid but not worked (holiday pay, vacation time, sick leave, etc.). This additional pay is temporary, and shall only be paid as described above.

CITY COUNCIL
CITY OF CROSSLAKE
CROSSLAKE, MINNESOTA

By: _____
Mayor

LOCAL #689, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO

By: Joe Chase

By: Troy Bangat 4/5/2022