



LABOR AGREEMENT

Between

THE CITY OF ST. CLOUD

and

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

PROFESSIONAL EMPLOYEES UNIT

Covering the Period of

January 1, 2021 through December 31, 2022

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LABOR AGREEMENT

Article 1 - Purpose of Agreement

This Agreement is entered into between the City of St. Cloud, hereinafter called the “Employer,” and Local 748 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the “Union.”

The intent and purpose of the Agreement is to:

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

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

Article 2 - Non-Discrimination

The Employer and the Union will not discriminate against any employee because of his/her race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, age, sexual orientation, and/or familial status, or because of participation or nonparticipation in Union affairs.

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

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

Article 3 – Definitions

- 3.1 Base Pay Rate is the employee's hourly pay rate exclusive of longevity or any other special allowance.
- 3.2 Benefit-Eligible Employee is a "regular" employee scheduled to work thirty (30) or more regular hours per week. Part time employees who exceed 1560 hours in a calendar year shall be considered benefit eligible through the next full calendar year. Future benefit eligibility for part time employees is determined by the previous calendar years compensated hours exceeding 1560.
- 3.3 Department is a secondary organizational unit within each section.
- 3.4 Employee is a member of the exclusively recognized bargaining unit.
- 3.5 Employer is the City of St. Cloud, Minnesota.
- 3.6 Full-Time Employee is an employee scheduled to work forty (40) regular hours per week.
- 3.7 Intern Employee is an individual hired by the City who is currently enrolled in an institution of higher learning and performs duties that are temporary, for a period not to exceed one (1) year. This time period may be extended by mutual agreement between the Employer and the Union. Unpaid internships shall be exempt from this section.
- 3.8 Lay off is separation from service with the Employer necessitated by lack of work, lack of funds, or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
- 3.9 Part-Time Employee is an Employee scheduled to work less than 40 hours per week.
- 3.10 Position means any specific office, employment or job calling for the performance of certain duties and for exercise of certain responsibilities by one individual.
- 3.11 Probationary Period means a working test period during which an employee is required to demonstrate his/her fitness for the position to which he/she is appointed by actual performance of its duties.
- 3.12 Pro-Rata Benefits are regular part-time employees shall receive pro-rata fringe benefits established by this Agreement based on the ratio of the hours in their normal work week to forty (40).
- 3.13 Regular Employee means an employee who has successfully completed a probationary period.

- 3.14 Retirement means leaving City service and being eligible to draw Public Employee Retirement Association benefits.
- 3.15 Sections are the primary organizational units of the City as defined by the Administrative Code. These Sections are Administration, Public Services, Police, Fire, Community Development, Community Services and Facilities.
- 3.16 Seniority is the total length of continuous service from first date of hire after gaining regular employee status.
- 3.17 Transfer means a change by an employee from one position to another position in the same class in another department without examination.
- 3.18 Union is the American Federation of State, County and Municipal Employees, Local 748, Council No. 65, AFL-CIO.

Article 4 – Recognition

- 4.1 The Employer recognizes the Union as the exclusive bargaining representative for all Professional employees as defined by Minn. Stat. 179A.03 Subd. 13 of the City of St. Cloud, St. Cloud, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding, Supervisory, confidential, and essential employees.
- 4.2 In accordance with Minn. Stat. 179A.03 Subd. 13, Professional Employee shall mean:
- a) Any employee engaged in work (i) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work; (ii) involving the consistent exercise of discretion and judgment in its performance; (iii) of a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; and (iv) requiring advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education, an apprenticeship, or training in the performance of routine mental, manual or physical process; or
 - b) Any employee, who (i) has completed the course of advanced instruction and study in clause (iv) of paragraph (a); and (ii) is performing related work under the supervision of a professional person to qualify as a professional employee as defined in paragraph (a) or
 - c) A teacher.

Article 5 - Union Security

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

- 5.1 **Union Dues.** Deduct each payroll period an amount sufficient to provide the payment of Union dues, and any other Union approved deductions; from the wages of all employees authorizing in writing such deductions, or fair share fee assessment.
- 5.2 **Deduction from Bi-Weekly Payroll.** Such deductions shall be divided equally between the checks of each month.
- 5.3 **Payment to Union.** All sums so deducted shall be remitted to Council 65 together with a list of the names of employees from whose pay deductions were made.
- 5.4 **Indemnification.** The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the above provisions.
- 5.5. **Stewards.** One Employee selected by the Union to act as Union representative shall be known as a steward.
- 5.6 **Negotiations Through Designated Representatives.** The parties agree that all negotiations will be conducted exclusively between the designated representatives of the City and the Union. Neither party will make any effort to bypass the spokesperson of the other party during the period of negotiations.
- 5.7 **Union Business.** No Union business will be performed on City time other than as required to represent Union members in the grievance procedure. The Union must attempt to secure permission from the Section Director or his designated representative in order to contact any employee on City time. A Union staff representative may assist a steward to process or investigate a grievance.
- 5.8 **Bulletin Board.** Each Section shall furnish adequate bulletin board space for use by the Union for the following purposes: Union elections, Union social functions, notices of Union meetings, and such other material. Stewards shall be responsible for the bulletin boards in their own departments.
- 5.9 **Existing Positions.** Current Bargaining Unit work shall only be done by bargaining unit employees.

Article 6 - Employer Security

- 6.1 **No Strikes.** The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slow down, other interruption of or interference with the normal functions of the Employer.
- 6.2 **Crossing Picket Lines.** No member of this Union shall be required to cross picket lines established by any other Union, except in the performance of necessary governmental duties as determined by the Administration of the City. The Union will do nothing to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performance is required in normal and usual operation of City services.
- 6.3 **Lockouts.** The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.
- 6.4 **Subcontracting.** Nothing in this Agreement shall be interpreted to prohibit or limit the right of the Employer to subcontract work done by the employees of the bargaining unit. However, the right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its employees. The Employer further agrees it will not layoff any employees because of the exercise of its contracting or subcontracting rights.

Article 7 - Employer Authority

- 7.1 **Right to Manage.** The Employer retains the full and unrestricted right to operate and manage all personnel, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select direct and determine the number of personnel; to establish work schedules to perform any inherent managerial function not specifically limited by this Agreement.
- 7.2 **Resolution of Grievances.** The Employer shall endeavor in good faith to resolve grievances and differences relating to terms and conditions of employment, the framework of laws, Charter provisions, Civil Service Board Rules, and other special rules governing public employment.
- 7.3 **Terms and Conditions of Employment to be Negotiated.** The terms and conditions of employment including wages for employees in the bargaining unit shall be in accordance with the ordinances, resolutions and motions adopted by the City Council from time to time. Prior to the submission of any recommendation for any change affecting terms and conditions of employment including wages, the Administration of the City will negotiate with the Union, and attempt to reach agreement on such changes.

Article 8– Discipline

- 8.1 The Employer will discipline employees who have completed the probationary period for just cause only.
- 8.2 All documentation of discipline, to become part of an employee’s personnel file, shall be read and acknowledged by signature of the employee. Refusal or failure by the employee to sign the documentation of discipline does not act to prevent the implementation of the discipline by the Employer, or the initiation of the grievance procedure by the Union.
- 8.3 Employees may examine and inventory their own individual personnel file at reasonable times under direct supervision of the Employer.

Article 9- Employee Rights: Grievance Procedure

- 9.1 **Definition of a Grievance.** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 9.2 **Union Representatives.** The Employer will recognize a member of this bargaining unit and the exclusive representative as representatives for the grievance procedure.
- 9.3 **Processing of a Grievance.** It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee(s) and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the designated Supervisor who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.
- 9.4 **Procedure.** Grievances, as defined by Article 9.1, shall be resolved in conformance with the following procedure:

Step 1. Initial Claim. An employee or group of employees claiming a grievance concerning the interpretation or application of this contract shall within ten (10) working days of the time the employee, or the Union, through the use of reasonable diligence should have knowledge of the grievance; present such grievance to the employee's Immediate Supervisor and/ or Department Head. The Supervisor and/or Department Head will discuss and give an answer to such Step 1 grievance within ten (10) working days after receipt. A grievance initiated by an employee or the Union and not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision

or provisions of the contract allegedly violated, the remedy requested, and shall be referred to Step 2 within ten (10) working days after the final answer in Step 1.

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

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

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

Step 5. Arbitration. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. Except that the parties may mutually agree upon the selection of an arbitrator. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board. Arbitrators shall be selected from the Bureau of Mediation Services' list. If the Union, or Employer does not strike arbitrators within thirty (30) calendar days of the receipt date of the arbitration panel from the Bureau of Mediation Services, the grievance shall be considered waived, unless a mutual agreement to extend this timeline has been made.

9.5 Arbitrator's Authority

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

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

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

C. Fees Shared. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

9.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual Agreement of the Employer and the Union.

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

Article 10 - Probationary and Trial Periods

10.1 New Employees. All newly hired or rehired regular employees will serve a twelve (12) month probationary period. All regular part-time employees shall serve a probationary period of 2,080 compensated hours.

10.2 Termination. At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the Employer. Honorably discharged veterans as defined by M.S. §197.447 shall be removed only in accordance with the provisions of M.S. §197.46.

- 10.3 Promoted Employees. All employees will serve a six (6) month trial period in any job classification in which the employee has not served a probationary/ trial period. At any time during the trial period, a promoted employee may be returned to the employee's previous position at the sole discretion of the Employer.
- 10.4 Right to Return. A promoted employee shall have the right to return to his/her previous position provided that he/she notifies his/her Section Director, or designee, and the Secretary of the Civil Service Board of his/her intention to do so within 60 calendar days of the date the employee commences work in the promoted position.
- 10.5 Transfer. Lateral transfer shall be made prior to filling vacancies by promotion. Employees who transfer shall not suffer a loss of pay. A transferred employee shall be required to serve a sixty (60) calendar day trial period during which time they may be returned to their former position. A transferred employee shall have the right to return to his/her previous position provided that he/she notifies his/her Section Director, or designee, and the Secretary of the Civil Service Board of his/her intention to do so within thirty (30) calendar days of the date the employee commences work in the transferred position.
- 10.6 Regular Employment Status. Every appointment, whether original or promotional, shall become regular at the end of the employee's initial probationary period.
- 10.7 Interruption of Services. Any interruption of service during the probationary period shall not be counted as part of the probationary period.

Article 11 – Layoff and Recall

- 11.1 Order of Layoff. In the event of a layoff, temporary and probationary employees in the affected Sections will be laid off prior to the layoff of bargaining unit employees. Full-time and part-time bargaining unit employees will be laid off in the inverse order in which they were hired, within the job classification.
- 11.2 Layoff Notice. Employees shall be given at least a fourteen (14) day written notice of layoff.
- 11.3 Seniority on Layoff. Employees will retain seniority earned prior to layoff but will not earn seniority while on layoff status.
- 11.4 Accrued Sick Leave Hours on Layoff. The accrued and unused sick leave hours an employee had at the time of layoff will be reinstated to the employee upon recall from layoff.
- 11.5 Recall Period. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. In the event of a recall, employees shall be recalled in the inverse order of layoff. The Employer shall not hire new employees in the bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform

the work. An employee who declines recall shall be deemed to have voluntarily separated from employment. Reinstatement rights shall automatically cease twelve (12) months from the date of layoff and no further rights to reinstatement shall exist.

- 11.6 Recall Notice. Employees who are eligible for recall shall be given written notice of recall with a copy to the Union. The employee must provide written notice to the Employer's Human Resources Department of their intention to return within seven (7) calendar days of the date of the recall notice. The employee must be willing to report and return to work within fourteen (14) calendar days of the date of the written notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the written recall notice to the mailing address provided by the employee. It is the obligation and responsibility of the employee to provide the Employer with his/her current mailing address.

Article 12- Work Schedules

- 12.1 Work Week. The work week for full-time employees shall consist of forty (40) hours, normally Monday through Friday. Due to the nature of the professional positions adjustment to work schedules may occur when appropriate based on the needs of the position duties, and after consultation with an approval by the Section Director or designee.
- 12.2 Rest and Lunch Periods. All employees shall have a fifteen (15) minute paid rest period during each one-half (1/2) of the work day to be scheduled at the middle of such one-half (1/2) work day whenever this is feasible. All employees shall be granted an unpaid lunch period each work day. Whenever possible, the lunch period shall be scheduled at the middle of each work day. The lunch period shall not be more than one (1) hour in length.

Article 13- Overtime

- 13.1 Rate of Compensation. All non-exempt employees shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for all time worked in excess of forty (40) hours per week or eight (8) hours per day, but not for both.
- 13.2 Computation of Overtime. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.3 Compensatory Time Off. Upon the employees' request, non-exempt employees may be compensated for overtime with compensatory time off earned at the rate of one and one-half (1 1/2) times for each hour worked. Accumulated compensatory time may be used upon request of the employee and approval of the Section Director, or designee. Employees may cash out their accumulated compensatory time at any time with prior notice to the Finance Department.
- 13.4 Hours Worked. For the purpose of computing overtime all compensated hours shall be considered hours worked.

- 13.5 Return to Duty. A minimum of two hours shall be paid for all non-exempt employees entitled to receive overtime, who are called back to a work location by a supervisor, or designee, after having been released from the regular day's work. This shall apply to IT Personnel who respond remotely or on site. An eligible employee who goes out on an emergency call shall be considered as being on duty for the full two hours, and another call requiring a response within this two-hour period shall not entitle the employee to extra compensation.

Article 14 – Safety

- 14.1 Agreement to Cooperate. The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.
- 14.2 Working Conditions. An employee will not be required to work under conditions caused by severe weather, which would endanger his/her health except in cases of emergency. In such cases, the employee will not be compensated unless the employee elects to use accrued vacation, compensatory time, or personal day.
- 14.3 Safety Equipment. The Employer will supply at Employer cost all safety equipment required by OSHA.

Article 15 – Insurance

- 15.1 Hospital/Medical Plans.

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

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

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

C. Short-term Disability Insurance. The City will provide for payroll deduction for short-term disability insurance premiums for all employees who desire the option. The total cost of the premiums shall be the responsibility of the employee requesting the option. Only

one policy of short-term disability insurance shall be made available. The Union agrees to accept all reasonable restrictions relating to this benefit which the City wishes to impose.

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

A. Plan Coverage. Life insurance is provided through a \$20,000 term policy on the employee only, together with a \$10,000 term policy on an employee's spouse and \$5,000 term policy on the employee's dependents. Employees have the option to purchase family coverage at the negotiated benefit rate which provides a \$10,000 term policy on an employee's spouse and/or \$5,000 term policy on the employee's eligible dependents.

B. Supplemental Life Insurance. The City will provide supplemental life insurance for employee to purchase.

15.3 Insurance Contributions.

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

For the HSA plan the City will contribute \$2,750.00 per year into the HAS for those on the family plan and \$1,100.00 per year to those on the single HSA plan. For those enrollments later in the year, the amount will be pro-rated. All contributions are made to the employee's HSA account.

B. Election of Single Coverage. Any employee eligible to carry family coverage may at their option elect to take single coverage. The City will pay any employee making the election \$2000 per year during each year of the contract. The employee must, in each year, have been otherwise eligible to elect family coverage. Proof of eligibility for family coverage may be required. Payment will be made near the end of each calendar year. Employees may again enroll in family coverage, provided they have a qualifying event, at any time prior to receipt of the payment. Employees choosing to again enroll in family coverage will receive a prorated payment of the single coverage incentive.

C. Opt Out Option. Any employee who can show proof of minimum essential insurance coverage from any other source for themselves and any eligible tax dependents may opt out of the City insurance plan. For those employees who choose this option the City will compensate them \$3100.00 annually. These employees may return to the City Insurance plan through qualifying events or through open enrollment each year. Payment will be made at the end of each calendar year. If an employee leaves employment prior to the end of the calendar year they shall receive a payment for the prorated portion of this payment.

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

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

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

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

15.5 Insurance benefit for Regular Part Time Employees. Health insurance coverage will be made available to regular part time employees. The City will contribute half of the normal City contribution for employees working at least twenty but less than thirty hours per week. Employees working 30-39 hours per week shall receive a pro-rated contribution to their health insurance plan based on the ratio of the hours in their normal work week to forty (40).

15.6 Post Employment Health Care Savings Plan. The City will establish a post-employment Health Care Savings Plan. Funds designated by the group shall be deposited into an account to be used following separation of City service. These funds shall be withheld pre-tax and invested at the direction of the individual employee, and may be used to pay eligible medical/dental expenses as described by IRS Publication 502. Any other funds due the employee upon separation will be paid subject to any applicable federal, state, and local taxes. The City will not contribute any monies to the fund.

During the term of this Agreement, any severance due the coordinated PERA employee from earned vacation payable, longevity or personal leave day shall paid out in cash to the employee, or their beneficiary, following separation of City service.

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

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

Article 16– Salaries

16.1 Pay Plan.

New hires will start at the starting pay rate of the applicable salary schedule. The salary schedules are attached to this Agreement as Exhibit A. The following shall reflect the pay schedule adjustments for the following years: 2021 and 2022.

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

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

Beginning on 1/1/2016 an additional Step of 4% (Step F) shall be awarded upon completion of twenty (20) years of service with the City, provided the Employee is currently on Step E of their pay grade. In the event said employee is not at the top of their current pay grade when completing twenty (20) years, they will continue to move through their pay grade and once a year is completed at Step E, they shall move to Step F.

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

Anyone with 20 years of service that is on the E step of their current range as of 1/1/2016 would move on January 1st of that year, all others on their 20-year anniversary date.

16.2 Pay Anniversary Date.

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

16.3 Step Increases. All full time and benefit eligible employees not at the top step of their pay range will receive a one-step increase on their anniversary date annually. Part time employees working less than 30 hours per week but 14 or more hours per week shall receive step increases upon the completion of each 2080 hours.

The calculation of 2080 hours shall begin for current employees on 1/1/2015. For all new employees, it shall start the date of hire.

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

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

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

Article 17 - Holidays

- 17.1 Holiday Pay. Full time and benefit eligible employees shall receive the following paid holidays:

New Year's Day - January 1
Martin Luther King's Birthday - 3rd Monday in January
President's Day - 3rd Monday in February
Good Friday - Friday Preceding Easter Sunday
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - 1st Monday in September
Veteran's Day - November 11
Thanksgiving Day - 4th Thursday in November
Friday After Thanksgiving
Christmas Eve - December 24
Christmas Day - December 25

- 17.2 Holidays on Saturday and Sunday. When New Year's Day, Independence Day, Veteran's Day, Christmas Eve or Christmas Day fall on Saturday, the preceding day will be a holiday, and when they fall on Sunday, the following day will be a holiday.

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

- 17.4 Work on Holidays. If a non-exempt benefit eligible employee works on any of the holidays listed above, he/she shall be compensated at the rate of time and one-half (1 1/2) times their base hourly pay for all hours worked in addition to his/her regular holiday pay.

Article 18 – Vacations

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

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

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

18.3 Probationary Period. Vacation is earned during the initial probationary period, but the employee is not eligible to use all vacation earned until the employee's probation has been successfully completed. At the sole discretion of the employee's immediate supervisor or department head, the employee may be allowed to use some vacation before the employee has successfully completed his or her probationary period. If a new employee leaves the service before completing their probationary period stated in Section 10.1, the employee will receive no payout of vacation as provided in the Section 18.8.

18.4 Availability of Vacation. Vacation is earned and credited each two (2) week pay period. Vacation is available for use as it is earned.

18.5 Maximum Accrual. Employees will be allowed to accrue vacation in the amount that is earned for the year. During a calendar year, that amount may exceed the maximum, however, on June 30th of each year the number of vacation hours shall be automatically reduced to the allowable maximum. Employees are expected to work with their supervisors to actively manage their vacation time. Employees who will be in excess of their maximum yearly accrual on June 30th of each calendar year may request to carry over the additional hours beyond June 30th if there were circumstances that prevented the employee from using their vacation. Such requests shall be submitted to the Employee's supervisor for consideration of the City Administrator. The City Administrator retains discretion to approve or reject vacation carryover requests.

18.6 Requests for Vacation Leave. Requests for vacation leave shall be made on forms provided by the City to the Immediate Supervisor no less than two (2) weeks in advance of the requested vacation time. Request for vacation with less than two (2) weeks' notice may be approved by the Section Director, or designee. Vacation shall be granted at the time requested by the employee unless the nature of the work makes it necessary to deny the request.

- 18.7 Rescheduling Vacation for Illness. If an employee or a member of the immediate family becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event that the employee's incapacity continues until July 1, he/she shall be compensated in time off in the following year.
- 18.8 Payout of Vacation. Upon resignation, retirement, layoff, or death the Employee's accrued vacation shall be paid out to the Employee and or their beneficiary. A probationary employee shall not be entitled to the benefit.

Article 19 - Longevity Pay

- 19.1 Establishing Longevity. All full-time employees shall be eligible for longevity pay in accordance with the provisions of this Article.
- 19.2 Rate of Longevity Pay. During the first five (5) years of employment, an employee accrues service time for determining future payments of longevity.

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

EXAMPLE:

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

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

EXAMPLE:

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

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

EXAMPLE:

Service Time	Total Months	Monthly Rate	Total Longevity
16 yr. 6 mo. =	198 months	x \$3.00 =	\$594.00

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

EXAMPLE:

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

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

EXAMPLE:

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

- 19.3 Continuous Service to be Eligible. Service with the City must be continuous, no resignation, for an employee to be eligible for longevity pay, except for authorized leaves of absence. Military service with the armed forces of the United States, or other Leave of Absence will not be considered an interruption of employment as provided by state law.
- 19.4 Date of Eligibility. An employee's eligibility for longevity pay will be calculated from his/her date of employment in the classified service, or the date of appointment to a permanent position in the unclassified service, to the nearest beginning of a month. The period of probation shall be included, but any employment as an emergency, temporary, or seasonal employee shall not apply toward longevity pay.
- 19.5 Date of Payment. Longevity pay shall be paid on separate payroll once a year in January for the year beginning the previous January 1 and ending the previous December 31. Longevity pay shall not be given in advance. Upon the termination of his/her employment with the City, an employee's accumulated longevity pay will then be paid.

Article 20- Separation

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

Article 21 - Leaves of Absence

- 21.1 Sick Leave Allowance and Use. Each benefit eligible employee shall be entitled to sick leave with pay at the rate of one working day, eight (8) hours, for each calendar month of full-time service, accumulative to a maximum of 150 days. This shall be calculated each pay period.

Employees shall have charged against their sick leave accumulation the actual number of working hours during which they are absent on sick leave.

Sick leave privileges shall begin to accrue on the date of City employment, and time on layoff, suspension, leave without pay, or sick leave for injury on the job after sick leave has expired shall not be counted in determining a full month's service.

A) Causes for Granting Sick Leave. Sick leave shall be granted only for benefit eligible employees for absence from duty because of personal illness, legal quarantine, injury, or death or illness in the immediate family. Immediate family for death shall be defined as the employee's spouse, children, adult children, stepchildren, parents, step-parents, grandparents, grandchildren, siblings, or any member of the employee's household. It shall also include the employee's spouse's children, adult children, parents, step-parents, grandparents, grandchildren, or siblings.

Immediate family for illness shall be defined as the employee's spouse, children, adult children, sibling, parents, grandparent, step-parent, or any members of the employee's household. Absence due to injury must be accompanied by a physician certification of restrictions or limitations that may allow an employee to perform modified duty. Sick leave may be utilized for reasonable periods of time as the employees' attendance may be necessary per MN Statute 181.9413.

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

C) Waiving Use of Sick Leave. Upon written request to his/her Section Director, or designee, an employee may waive use of his/her sick leave.

D) Physician's Certificate. After two (2) days of sick leave, the Section Director, or designee, may require a certificate from a physician indicating the need for sick leave taken or the general fitness of the employee to perform his/her work. The initial request for medical certification must be given to the employee in writing, although subsequent requests may be verbal.

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

1. Identity of the health care provider;
2. General nature of the health condition;
3. The date on which the health condition commenced;
4. The probable duration of the condition;

5. Whether employee:

- a. is unable to perform work of any kind;
- b. is unable to perform any essential functions of the job (including statement of such functions).

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

MOU SUPERCEDES LANGUAGE IN THIS SECTION

21.2 Payment for Unused Sick Leave. The City will pay to all employees' 50 percent (50%) of unused sick leave up to a maximum of seventy-five (75) days at the employee's then current level of compensation at the time of separation of service with twenty (20) years of service, retirement, disability, or upon death of employee 50% of unused sick leave up to a maximum of 75 days payable to employee's estate or designated beneficiary. Retirement for purposes of this benefit only shall mean separation from City service of an employee eligible to collect PERA retirement or disability payments.

After accumulation of 90 days of sick leave, employees may elect to be paid each year for 50% of all unused sick leave earned that year (a maximum of 6 days), the amount of such

payment to be paid in July of each year. For this purpose, the year will run July 1 through June 30 of the following year. Elections shall be made during the open enrollment period prior to the beginning of the calendar year. If no election is made for payment, that amount along with the other 50% of all unused sick leaves earned that year will be accrued until the employee has accumulated one hundred fifty (150) days of sick leave.

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

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

A) The employee injured shall receive his/her full basic compensation as long as he/she has accumulated sick leave or vacation credits against which it may be charged. The City shall receive the worker's compensation payments granted the employee, and in return shall credit the employee with sick leave in proportion to such payments, such amount to be rounded off to the nearest dollar. In other words, the City pays the employee for days missed in the sick leave pay. When the Worker's Compensation check is received by the City, the City keeps the check and credits the employee back the amount of sick leave covered by the check (usually 2/3).

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

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

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

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

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

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

- 21.7 Leaves of Absence Without Pay. Any employee who has no sick leave, and is mentally or physically incapacitated to perform his/her duties; or who, for any stated reason wishes to absent him/herself from his/her duties, may be granted a leave of absence in accordance with Section 21.11, Procedures for Requesting Leaves of Absence, of this contract. Such leave shall be granted only when it is deemed to be in the best interest of the City shall not exceed one year.

- 21.8 Parental Leave. Every employee that works an average of 20 hours or more per week and has been an employee of the City for at least one year is eligible for parental leave. A maximum of twelve weeks unpaid parental leave is permitted to a mother or father upon the birth or adoption of a child; the leave begins at the time requested by the employee, but must be within six weeks of the birth or adoption of the child. Reference Minnesota Statute 181.940.

- 21.9 Family/Medical Leave. The Family and Medical Leave Act entitles eligible employees to take up to 12-weeks of unpaid leave during any 12-month period as a result of the birth or placement for adoption or foster care of a child, to care for an immediate family member with a serious health condition, or when an employee is unable to work due to a serious health condition. The 12-month period shall be calculated, using a rolling period measured backward from the date the employee uses FMLA leave, and may be taken at one time, intermittently, or on a reduced leave schedule depending on the circumstances. The City requires that any available sick leave be used in conjunction with a medical leave. Employees must provide medical certification before the leave begins, or if the leave is unforeseeable, the City must allow 15 calendar days for the employee to comply with the medical certification. If no medical certification is returned within 20 calendar days and the employee has not returned to duty, the employee will be considered as voluntarily resigned. The City has the right to question the validity of any certification and may require the employee to be seen by a City designated physician. An employee that does not return to work upon the expiration of the 12-week FMLA leave may request a leave of absence with or without pay. If the employee is no longer in pay status at the expiration of the FMLA leave, the City is not obligated to continue to maintain health insurance coverage and a COBRA notice would be issued. A request for any paid leave must be in accordance with Sections 21.6 and 21.11. A request for an unpaid leave of absence shall be considered under Sections 21.7 and 21.11 of this Article. Reference Family and Medical Leave Act regulations released by the Department of Labor effective February 6, 1995, and all future amendments.
- 21.10 Personal Leave Day. All benefit eligible employees shall be entitled to one personal leave day per calendar year. This leave day shall be 8 hours of paid leave. A formal request must be made for use of this leave day no less than two weeks in advance of the requested time. In most cases, leave shall be granted upon request unless the nature of the work makes it necessary to limit absences within a department or division. If there is a conflict of Personal Leave Day requests, the employee with the greater City seniority shall have first choice (for requests received at the same time, otherwise, previously granted requests shall stand). The Personal Leave Day may not be waived by an employee for the purpose of receiving extra pay. Any Personal Leave Day not used by December 31st of each year shall be lost; there is no carry over provision. The leave must be taken as a whole and may not be divided into smaller increments of time. Unused Personal Leave Day hours will be paid upon termination of employment during the calendar year for which the leave was authorized. In order to be eligible for a personal leave day, the employee must have successfully completed an initial probationary period, if applicable.
- 21.11 Procedures for Requesting Leaves of Absence. All requests for leaves of absence of less than 30 days other than sick leave, funeral leave, vacation leave, and leave to attend employee organization meetings, shall be made by the employee, on forms provided by the City, to his/her Immediate Supervisor in accordance with the following schedule:

A) For leaves of 30 days or less, two weeks' notice shall be given unless because of special conditions this time period is waived by the Mayor's Office upon recommendation of the Section Director, or designee.

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

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

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

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

21.13 Re-employment After Leave of Absence. After an approved leave of absence, an employee shall be returned to the position held at the time when the leave was requested, or to a similar position. If an employee is granted a leave of absence for educational purposes, that employee will be given first opportunity for any job opening which occurs in the same or similar classification to that previously held, and for which the employee is qualified.

Article 22 - PERA Retirees

22.1 PERA Retirees (Employees appointed prior to 8/6/01):

A) For any consecutive 5 years following a PERA qualified retirement (up to age 65): The City will pay for individual (single) coverage, at the same percentage for the cost of premiums, on behalf of the retired employee for 5 consecutive years following the date of retirement, as designated by the employee, up to age 65, as is paid for current employees. The retired employee shall pay for coverage for family (dependent) coverage at the same rate as current employees pay for such coverage. Retirees may add dependents as a result of a qualifying event or during open enrollment periods if the dependents are considered qualified beneficiaries under COBRA rules. The designation of the 5-year period must be made by the employee no later than their date of retirement.

B) Sixth Year: The City will pay for coverage on behalf of the retired employee (up to age 65) at the rate of 50% of the cost of the premium in the year following the designated 5-

year period described above. Premiums will be paid at 50% of what is being paid for family coverage at the time of the 6th year. Retirees may add dependents as a result of a qualifying event or during open enrollment periods if the dependents are considered qualified beneficiaries under COBRA rules.

C) Remaining Years of Retirement to Age 65: The retired employee shall pay the entire cost for coverage under the group plan (self and dependents), for any years not covered by the designated 5-year period and sixth year as described above, up to age 65. On the first of the month in which a retired employee turns 65, the employee may be eligible for Medicare. In the event the employee retired before age 65, that employee is entitled to participate in the City's group plan indefinitely, at their own expense. Employees retiring at age 65 or above are only entitled to participate in the group plan (at their own expense) for the duration of the City's COBRA obligation, in most cases 18 months. Participation for spouses and dependents may vary; please contact Human Resources for further information.

Failure to make insurance payments to the City will terminate a retired employee's right to continue in the group plan. To qualify for this benefit, an employee must be eligible to receive a PERA annuity at the date of that employee's retirement. However, it will be the former employee's obligation to inform the City that he/she wishes to exercise this option. The City will not pay any retroactive premiums. All retirees who receive an annuity under a retirement program may elect to purchase at their expense individual and dependent hospital, medical and dental coverage equivalent to that of active employees pursuant to Minn. Statute 471.61 Subd. 2.

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

Article 23- Allowances

- 23.1 Professional Licenses and CEU's
The Employer shall pay the entire fee for all required professional trainings/ CEU's and the cost of maintaining professional licensure for all currently held licenses, and any future professional licensure that is required for any position in this bargaining unit.
- 23.2 Parking. Each employee of this contract shall be provided with a City Employee Permit, paid for by the Employer for use on City business.
- 23.3 Mileage. When authorized and approved by an employee's Section Director, or designee, an employee shall be reimbursed for use of the employee's personal automobile to conduct City business at the following rates:
- | | |
|---------------------------------------|---------------------------------------|
| General use of a personal automobile: | Current IRS rate; or |
| In-city, high mileage use: | Current IRS rate plus \$0.15 per mile |

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

Environmental Health Specialist

- 23.4 On-Call. Due to the requirements of being on-call the Forensic Specialist is provided with a City vehicle to be able to respond when necessary.

IT Personnel rotate on call duty weekly. The rotation shall be Wednesday at noon through the following Wednesday at noon. Compensation for on call duty shall be as follows:

Monday and Friday:	Midnight – 6 am \$3.00 per hour.
Tuesday through Thursday:	6pm- 6am \$3.00 per hour
Saturday and Sunday:	24 hours each day at \$3.00 per hour
Holidays:	24 hours at \$3.00 per hour

Help desk hours that are uncovered and must be covered by the on-call staff shall be compensated at \$3.00 per hour.

- 23.5 Computer Glasses. The City of St. Cloud and AFSCME Local No. 748 are concerned about the comfort of employees of the City who are required to spend a "significant" portion of their workday utilizing a video display terminal. "Significant" is defined as a minimum of four (4) hours during each workday dedicated to the use of a VDT. Some employees have found that utilization of "computer glasses" is an aid to their comfort level. Computer glasses are glasses prescribed by a doctor of optometry or ophthalmologist which can be utilized only for working with a VDT.

The City and the Union mutually agree that providing "computer glasses" to its employees is not at the present date a safety issue and is not to be construed as any acknowledgement by the City that the use of VDTs cause any vision loss or any other damage to the eyes.

The City will contribute \$14.00 toward the initial purchase of "computer glasses" for those employees who spend significant portions of their workday utilizing VDTs and who request that comfort aid. Those employees must provide the City with a copy of their doctor's prescription together with a receipt for the purchase of the "computer glasses".

Article 24- Meet and Confer

The professional employees may request to meet and confer with a representative or committee of the public employer on matters relating to the services being provided to the public.

Article 25– Waiver

- 25.1 Any and all prior agreements, Personnel Policies resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent they are inconsistent with the provisions of this agreement, are hereby superseded.
- 25.2 The parties mutually acknowledge that during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this agreement for the stipulated duration of this agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this agreement or with respect to any term or condition of employment not specifically referred to or covered by this agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

Article 26- Savings Clause

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

Article 27 – Termination

This Agreement shall continue in effect until December 31, 2022 and thereafter from year to year unless modified. If either party wishes to modify this Agreement including the terms or conditions of employment, it shall, by October 1, 2022 or October 1 of any year thereafter, give written notice to the other party.

This Agreement is approved this 14th day of April, 2021 by the City and the Union.

FOR THE UNION

Luke Langner 4-1-2021
AFSCME Council 65

David Broxmeyer 4-1-2021

Andrew Neussendorfer 4-1-2021

FOR THE CITY

Dave Kleis
Dave Kleis, Mayor

Seth Kauffman
Seth Kauffman, City Clerk

EXHIBIT A – Regular Salary Schedule



2021 -2022 AFSCME Professional Salary Schedule

January 1, 2021 - 0%

January 1, 2022 - 3%

20 yr step

		A	B	C	D	E	F	A	B	C	D	E	F
IT Admin Support Tech	7	22.0303	22.6576	23.3473	24.0679	24.8321	25.8254	22.6912	23.3373	24.0477	24.7899	25.5771	26.6002
	monthly	3,819	3,927	4,047	4,172	4,304	4,476	3,933	4,045	4,168	4,297	4,433	4,611
annual		45,823	47,128	48,562	50,061	51,651	53,717	47,198	48,542	50,019	51,563	53,200	55,328
ERP Technical Developer	10	24.4283	25.2110	25.9877	26.9257	27.7893	28.9009	25.1611	25.9673	26.7673	27.7335	28.6230	29.7679
Media Prod Asst	monthly	4,234	4,370	4,505	4,667	4,817	5,010	4,361	4,501	4,640	4,807	4,961	5,160
annual		50,811	52,439	54,054	56,005	57,802	60,114	52,335	54,012	55,676	57,686	59,536	61,917
Help Desk Tech	12	25.9877	26.9257	27.7893	28.7461	29.7588	30.9492	26.7673	27.7335	28.6230	29.6085	30.6516	31.8777
monthly		4,505	4,667	4,817	4,983	5,158	5,365	4,640	4,807	4,961	5,132	5,313	5,526
annual		54,054	56,005	57,802	59,792	61,898	64,374	55,676	57,686	59,536	61,586	63,755	66,306
Program Coordinator	13	26.1243	27.0624	27.9073	28.8766	29.9016	31.0977	26.9080	27.8743	28.7445	29.7429	30.7986	32.0305
Public Arts Commission Coord	monthly	4,528	4,691	4,837	5,005	5,183	5,390	4,664	4,832	4,982	5,155	5,338	5,552
annual		54,339	56,290	58,047	60,063	62,195	64,683	55,969	57,979	59,789	61,865	64,061	66,623
Crime Int Analyst	14	27.3234	28.2055	29.1871	30.1688	31.2933	32.5450	28.1431	29.0517	30.0627	31.0739	32.2321	33.5214
Radio Technician	monthly	4,736	4,889	5,059	5,229	5,424	5,641	4,878	5,036	5,211	5,386	5,587	5,810
annual		56,833	58,667	60,709	62,751	65,090	67,694	58,538	60,428	62,530	64,634	67,043	69,725
Asst City Assessor	15	28.7461	29.7588	30.8025	31.9270	33.0886	34.4121	29.6085	30.6516	31.7266	32.8848	34.0813	35.4446
Env Health Specialist - Unreg.	monthly	4,983	5,158	5,339	5,534	5,735	5,965	5,132	5,313	5,499	5,700	5,907	6,144
annual		59,792	61,898	64,069	66,408	68,824	71,577	61,586	63,755	65,991	68,400	70,889	73,725
IT Techician	16	29.7588	30.8025	31.9270	33.0886	34.2692	35.6400	30.6516	31.7266	32.8848	34.0813	35.2973	36.7092
Programmer	monthly	5,158	5,339	5,534	5,735	5,940	6,178	5,313	5,499	5,700	5,907	6,118	6,363
annual		61,898	64,069	66,408	68,824	71,280	74,131	63,755	65,991	68,400	70,889	73,418	76,355
Env Health Specialist	17	30.8025	31.9270	33.0886	34.2692	35.6919	37.1196	31.7266	32.8848	34.0813	35.2973	36.7627	38.2332
monthly		5,339	5,534	5,735	5,940	6,187	6,434	5,499	5,700	5,907	6,118	6,372	6,627
annual		64,069	66,408	68,824	71,280	74,239	77,209	65,991	68,400	70,889	73,418	76,466	79,525
Senior Planner	19	33.2441	34.5238	36.0025	37.4934	39.2268	40.7959	34.2414	35.5595	37.0826	38.6182	40.4036	42.0197
Senior Property Appraiser	monthly	5,762	5,984	6,240	6,499	6,799	7,071	5,935	6,164	6,428	6,694	7,003	7,283
annual		69,148	71,810	74,885	77,986	81,592	84,855	71,222	73,964	77,132	80,326	84,039	87,401
Forensic Specialist	21	35.6919	37.1333	38.6801	40.2955	41.9604	43.6388	36.7627	38.2473	39.8405	41.5044	43.2192	44.9480
monthly		6,187	6,436	6,705	6,985	7,273	7,564	6,372	6,630	6,906	7,194	7,491	7,791
annual		74,239	77,237	80,455	83,815	87,278	90,769	76,466	79,554	82,868	86,329	89,896	93,492

EXHIBIT B – Longevity Schedule

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

EXHIBIT C

Memorandum of Understanding

Between

City of St. Cloud

And

AFSCME Council #65, Local Union #748, Professional Employees Unit

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

All bargaining unit employees shall be subjected to drug and alcohol testing, following the identical protocol as required for those holding a Commercial Driver's License. This includes random testing, reasonable suspicion testing, return-to-duty testing, and follow-up testing in the event of a positive test.

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

Selection of random testing and related procedures will follow the DOT prescribed protocol. This agreement is approved this 14th day of April, 2021, by the City and the Union.

FOR THE UNION

Luke Langner 4-1-2021

David Broxmeyer 4-1-2021

FOR THE CITY

Dave Kleis
Dave Kleis, Mayor

Seth Kauffman
Seth Kauffman, City Clerk

EXHIBIT D: MOU ON CLASSIFICATION AND COMPENSATION STUDY

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of St. Cloud, a Minnesota municipal corporation (hereinafter "City") and the American Federation of State, County and Municipal Employees Council 65, Local No. 748, Chapter 1, AFL-CIO, General Unit, American Federation of State, County and Municipal Employees Council 65, Local No. 748, AFL-CIO, Assistant City Attorneys Unit, American Federation of State, County and Municipal Employees Council 65, Local No. 748, AFL-CIO, Professional Employees Unit (hereinafter "Union").

WHEREAS, the City recognizes the value in periodically reviewing, analyzing, and updating the classification and compensation of all regular full-time positions.

WHEREAS, the City's goal in completing a classification and compensation study is to determine the appropriate classification of all regular full-time positions within the City and to offer a competitive salary and benefit package to attract and retain a qualified workforce.

WHEREAS, the parties have agreed that the City will conduct a classification and compensation study in 2021, which is expected to take approximately 12 months to complete.

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement effective January 1, 2021 – December 31, 2022, which was executed contemporaneously with this Memorandum of Understanding.

WHEREAS, the City will be issuing a Request for Proposals (RFP) for the classification and compensation study with a target completion date of April 30, 2022. This timing will help inform contract negotiations for 2023 and beyond. The parties mutually agree to begin contract negotiations as soon as practicable after the study is completed.

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

1. The City will contract with a firm to conduct a classification and compensation study of all regular part-time and full-time positions in 2021.
2. The City will work with the contracted firm to identify comparable cities to be used in the classification and compensation study. There will be an opportunity to receive input from the Union. The contracted firm's list of comparable peer group cities will be shared with the Union.
3. A sample of employees in each job classification will fill out job description questionnaires, so the contracted firm can conduct an accurate market study. The contracted firm will determine the amount of job description questionnaires needed to conduct the study.
4. The firm will conduct market research on wages and benefits paid to comparable positions in the peer group cities.
5. The City will review the market survey data collected from the peer group cities and will look

closely at the quality of job matches. The City will receive input from the Union.


6. The City will provide the Union with a draft of the classification and compensation study results for review and comment.
7. Any salary and benefit adjustments resulting from the classification and compensation study will be subject to negotiations with the Union and approval of the City Council.
8. The City is undertaking this classification and compensation study in good faith and with the intent of implementing it as early as January 2023. The timing and scope of implementation will be subject to negotiations with the Union and approval of the City Council.

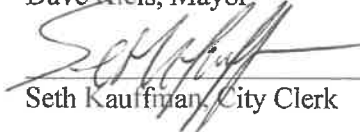
FOR AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES COUNCIL 65, LOCAL
NO. 748, AFL-CIO, GENERAL UNIT


4-1-21
Dated


4-1-21
Dated

FOR CITY OF ST. CLOUD


Dave Kleis, Mayor Dated 04/14/2021


Seth Kaufman, City Clerk Dated 4/14/21

FOR AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES COUNCIL 65, LOCAL
NO. 748, AFL-CIO, ASSISTANT CITY
ATTORNEYS UNIT

/s/ Stacy M. Lundeen 04/05/2021
Dated

Luke Langner 4-5-2021
Dated

FOR AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL
EMPLOYEES COUNCIL 65, LOCAL
NO. 748, PROFESSIONAL EMPLOYEES
UNIT

David Broxmeyer 4-1-2021

Dated

Mike Long 4-1-21

Dated

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

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

21.2 Payment for Unused Sick Leave. The City will pay into a post-employment Health Care Savings Plan (HCSP), administered by the Minnesota State Retirement System (MSRS), to all employees’ 50 percent (50%) of unused sick leave up to a maximum of seventy-five (75) days at the employee’s then current level of compensation at the time of separation of service with twenty (20) years of service, retirement, disability, or upon death of employee 50% of unused sick leave up to a maximum of 75 days payable to employee’s estate or designated beneficiary. Retirement for purposes of this benefit only shall mean separation from City service of an employee eligible to collect PERA retirement or disability payments. These funds shall be withheld pre-tax and invested at the direction of the individual Employee, and may be used to pay eligible medical/dental expenses as described by IRS Publication 502. Any remaining severance will be paid to the Employee upon separation and subject to all federal, state, and local taxes.

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

FOR THE UNION

Luke Langner
Luke Langner,

David Broxmeyer
AFSCME Local 748A Representative

FOR THE CITY

Dave Kleis
Dave Kleis, Mayor

Seth Kauffman
Seth Kauffman, City Clerk