

LABOR AGREEMENT

BETWEEN THE

CITY OF HOLDINGFORD

AND

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
LOCAL UNION NO. 748, COUNCIL 65**

HOLDINGFORD PUBLIC WORKS UNION

2021-2022

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**Labor Agreement between the
City of Holdingford and
American Federation of State, County, and Municipal Employees, AFL-CIO,
Local No. 748, Council 65
2021-2022**

ARTICLE 1. PURPOSE

1.1 This Agreement, entered into by the City of Holdingford, hereinafter referred to as the "EMPLOYER", and Local 748, Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "UNION", has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION, the establishment of an equitable and peaceful procedure for the resolution of differences concerning the interpretation or application of this Agreement, and the establishment of rates of pay, hours of work, and other conditions of employment.

1.2 This Agreement is pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the Act.

ARTICLE 2. RECOGNITION

2.1 The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all employees in the City of Holdingford Department of Public Works who are:

- a) Employed for more than 14 (fourteen) hours per week;
- b) Employed for more than 67 (sixty-seven) work days per year;
- c) Not supervisory and confidential employees;
- d) Non- students who work more than 100 working days in a calendar year and are under the age of 22 and are full-time students enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either by application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment.

2.2 The EMPLOYER shall not enter into any agreement with employees coming under this jurisdiction, either individually or collectively, which conflicts with the terms of this Agreement.

2.3 The EMPLOYER shall retain all managerial rights as established by the Minnesota Public Employees Labor Relations Act, 197A.

ARTICLE 3. PERSONNEL POLICY MANUAL- OBLIGATION TO BARGAIN

3.1 Adoption by Reference The Union and Employer agree to adopt, by reference, all applicable provisions of the Employer's Personnel Policy and Manual in effect on September 10th, 2012 that do not conflict with the specific terms and conditions of this agreement.

3.2 Notification of Changes The Employer agrees to notify all employees of any proposed changes to the Personnel Policy at least 30 days prior to adoption by the City Council.

3.3 Obligation to Bargain If the Union considers the proposed changes a departure from the wages, benefits and working conditions of employment currently enjoyed by employees, the Union shall then notify the Employer. The Union and Employer shall meet and negotiate those changes prior to implementation by the Employer.

3.4 Resolution of Disputes Any dispute arising over the application or interpretation of the Personnel Policy and Manual shall be promulgated through the Grievance Procedure (Article 7) established by this Agreement.

ARTICLE 4. UNION SECURITY

4.1 Dues The EMPLOYER agrees to deduct union dues or fair share fee from the wages of employees who have authorized in writing such a deduction. The amount of the Union dues to be deducted shall be certified to the EMPLOYER by the Treasurer of the UNION, and the aggregate deductions of all employees shall be remitted with an itemized statement to the Treasurer by the tenth (10th) of the succeeding month, after such deductions are made.

4.2 Stewards The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choices.

4.3 Payroll Deduction The EMPLOYER agrees to make payroll deductions from the pay of those employees who wish to participate in such voluntary plans as are approved by the UNION.

Section A. The EMPLOYER shall remit to the address designated by the Union the aggregate deductions of all employees together with an itemized statement showing the name of each employee from whose pay deductions have been made and amount deducted during the period covered by the remittance. Such remittance shall be made on a monthly basis or on such other periodic basis as may be agreed upon.

Section B. The EMPLOYER and the UNION shall agree on such forms, rules and regulations as may become necessary for the operation of such payroll deduction plans.

4.4 Steward and Bargaining Pay Members of the UNION bargaining committee shall be paid for attending bargaining sessions held during their working hours. Union steward and grievants shall be paid for attending grievance and investigatory meetings held during their working hours.

4.5 Union Bulletin Board/Internet Use The Employer shall provide space for a union bulletin board. Employees are allowed reasonable use of Employer computer to communicate union notices, grievances and other union-related correspondence with each other and union representatives during non-working hours.

ARTICLE 5. PROMOTION

5.1 Promotion from Lower Pay Classification to a Higher Paid Classification.

Section A. Filling Vacancies The EMPLOYER and the UNION agree that the procedure for promotion of an employee from Lower Pay Classification to a Higher Paid Classification shall be based on the concept of promotion from within-- based on seniority-- provided that the applicant:

1. Has the necessary qualifications to meet the standards of the job vacancy; and
2. Has the ability to perform the duties and responsibilities of the job vacancy.
3. An employee who does not have the required licenses for the open position shall be granted reasonable time to obtain such licenses including passing tests when time qualifications are met.

5.2 Obligation to Promote Where an employee meets the job qualifications and possesses the required abilities, the senior employee shall be awarded the position and granted a trial period.

5.3 Trial Period Employees promoted to a higher job classification shall serve a sixty (60) work day continuous trial work period during which time the employee's fitness and ability to perform the job classification duties and responsibilities shall be evaluated, and any necessary retraining or re-instruction shall be undertaken.

5.4 Trial Period Revert Rights

Section A. At any time during the trial period, an employee may be demoted by the EMPLOYER for just cause because based upon job performance to the job classification from which the employee was promoted without loss in pay, benefit or seniority. An employee demoted during the trial period shall receive written notice of such demotion, which will include the reason(s) for demotion, a copy of which will be sent to the UNION.

Section B. Employees shall have the right, during a trial period, to voluntarily demote to their previously held job classification, upon written request. Employees serving a trial period based on a promotion shall suffer no loss or reduction of benefits.

5.5 Pay on Promotion Employees promoted to a higher job classification shall receive starting pay at the next highest rate on the pay schedule for said higher classification and thereafter be governed by all other provisions of the pay schedule.

ARTICLE 6. SENIORITY AND REDUCTION IN FORCE

6.1 Seniority Employees shall be laid off in accordance with the overall seniority based on date of hire with the Employer.

6.2 Layoff The word layoff shall mean a reduction in the working force due to the decrease of work. If it becomes necessary for a layoff, the following procedure shall be mandatory. Probationary, temporary, and seasonal employees will be laid off first. Employees will then be laid off according to seniority starting with the least senior employee.

6.3 Bumping If the Maintenance Specialist is the senior employee, then he/she may bump the Maintenance Supervisor providing the Maintenance Specialist possesses the necessary licenses to operate the Employer's facilities.

6.4 Recall When the working force is increased after a layoff, employees will be recalled according to seniority in the inverse order of layoff, and the ability and qualification to perform the work available. Notice of recall shall be sent to employees at their last known address by Registered or Certified mail. If the employee fails to report to work within ten (10) calendar days from the date of mailing of notice of recall, he/she shall be considered as having resigned.

ARTICLE 7. GRIEVANCE PROCEDURE

7.1 Defined For purpose of the grievance procedure, grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

7.2 Grievances shall be resolved in the following manner:

STEP 1: An employee and the Union Steward or Union Representative claiming a violation of this Agreement shall within twenty (20) working days after the occurrence of the event giving rise to the grievance, or twenty (20) working days after the employee, through use of reasonable diligence, gained knowledge of the occurrence, meet on an informal basis-with the City Council's Personnel Committee in an attempt to resolve the grievance. The City Council's Personnel Committee shall attempt to resolve the grievance within three (3) working days after next regular council meeting.

STEP 2: In the event the grievance is not satisfactorily resolved in Step 1, the employee and/or Union Steward shall reduce the alleged grievance to writing to serve it upon the City Council at the next regular City Council Meeting following the receipt of the EMPLOYER'S Step 1 answer. The City Council shall attempt to resolve the grievance within ten (10) working days after the meeting.

Written Statement The written statement of the grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated, and the relief requested.

Meeting with Council At the next scheduled City Council meeting following written receipt of the grievance, the City Council shall meet with the grieving parties, attempt to resolve the grievance, and serve the EMPLOYER'S answer upon the UNION within ten (10) working days of the meeting.

STEP 3: Arbitration and/or Mediation If the parties are unable to reach agreement within ten (10) working days after receipt of the Step 2 response, either party may request mediation or arbitration by serving a written notice on the other party of their intention to proceed with mediation or arbitration.

The Bureau of Mediation Services will be petitioned within ten (10) working days after the notice of the intent to mediate/arbitrate is served on the City. Any mediation of a grievance will be by mutual agreement.

7.3 Arbitration In the event grievance arbitration becomes necessary; a list of qualified arbitrators shall be requested from the Minnesota Bureau of Mediation Services. The EMPLOYER and the UNION shall alternately strike names from the list until only one (1) remains. The remaining arbitrator shall hear and determine the grievance. The side striking the first name shall be decided by lot.

7.4 Hearing A hearing on the grievance will be held promptly by the arbitrator, and a final and binding decision shall be rendered within thirty (30) calendar days of the hearing.

7.5 Arbitrator's Right The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to him/her.

7.6 Decision The decision regarding the grievance shall be binding upon both parties, and the parties shall share equally the costs and fees of the arbitrator.

7.7 Timelines If a grievance is not responded to by the Employer or the Union within the time limits set forth above, it shall be considered as automatically appealed to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

ARTICLE 8. OVERTIME AND COMPENSATORY TIME

8.1 Maximum Accumulation Commencing January 1, 2011 and thereafter, the Employer will allow up to 40 hours maximum accumulation of compensatory (comp) time. An employee who

earns comp time over 40 hours may be subject to mandatory scheduled time-off in order to reduce the comp time bank balance to equal 40 hours.

8.2 Annual Cash-Out On December 31st of each year employees may elect to cash-out up to 40 hours of compensatory time. This comp time conversion payment shall be made in the second pay period of the next calendar year.

8.3 Weekend On-Call After completing morning weekend duties, employees are relieved from further duties and travel restrictions provided they are able to respond to a call-back within 1 hour.

ARTICLE 9. GENERAL PROVISIONS

9.1 Tools and Equipment The EMPLOYER shall furnish all tools necessary to accomplish their assigned tasks and work responsibilities. Replacement tools shall also be provided. An employee who provides a needed piece of equipment or machinery for use by the Employer shall be reimbursed at a rate no greater than the usual and customary commercial rental fee.

9.2 Step Increases An employee shall advance to the next step on their anniversary date of employment provided that they satisfactorily perform their duties and obtain licenses for which they were eligible since their last step increase. If an employee fails an exam for a license for which he or she is eligible for since the last step increase, the next annual step increase will be given when the city is notified the employee has successfully passed the exam. If an employee is eligible for more than one license since their last step increase, the employee shall only need to pass one license exam to receive their step increase.

9.3 License Renewal EMPLOYER shall cover the costs for renewal of necessary licenses.

9.4 Testing Help The EMPLOYER shall provide employees use of Employer vehicles in preparation for use in conducting required state truck driver license tests.

9.5 Required Tuition The EMPLOYER shall pay all tuition and textbook costs for schooling required by the EMPLOYER. The EMPLOYER shall compensate employees at their regular rate of pay for travel to and attendance at any training session mandated by the EMPLOYER.

9.6 Longevity Pay Effective January 1, 2011 the following Longevity provision shall commence on January 1, 2011.

Section A. After completion of 24 years of service employees shall receive 9% of their base wage for longevity pay. *For example: Base Pay is \$20.11. 9% of Base Pay= \$1.81. Hourly rate of pay will equal \$21.92.* In the following year, the longevity formula shall be based on the increase (if any) on the base pay of employees step and then added to the base pay to become the new hourly rate.

Section B. After the completion of 34 years of service, longevity shall be frozen at the 34 year rate.

9.7 Sick Leave Accumulation An Employee may earn unused sick leave to a maximum accrual of 336 hours.

9.8 Time clock Employees will clock in to start the workday, clock out for lunch, clock back in after lunch and clock out at the end of the workday.

ARTICLE 10 INSURANCE AND BENEFITS

10.1 Employee Benefits: The Employer will pay the full cost of the Minnesota Public Employees Insurance Program (PEIP) Advantage Plan, Delta Dental Preventative Dental Plan and Basic Life/AD&D to the Maximum \$50,000 for Employee Only **Single Coverage**. Employees opting for any additional coverage under the Health, Dental & Life insurance plans for themselves, their family, spouse or dependents shall be solely responsible for any and all additional costs.

10.2 Employees choosing a reduced level of health insurance coverage (PEIP Value Plan or HSA Plan) shall be eligible to receive the difference in the Employer's contribution allocated to the employees' Health Savings Account (HSA). Example, the 2017 Advantage Plan Single premium is \$682.08 & the HSA Plan Single is \$469.96. The employee choosing the HSA Single would be eligible to receive \$212.12 in a monthly HSA contribution.

10.3 All costs charged to the Employer for administration & maintenance of a participating employees HSA account identified in 10.2 shall be charged to the employees HSA account (currently Further \$3.00 monthly charged to the employees account in 2018).


10.4 Insurance Re-opener; Should the Employer annual insurance renewal exceed a ten (10) percent increase in premium the parties agree to meet and bargain the effects & alternatives to include substantially similar coverage alternatives.

ARTICLE 11 DURATION


11.1 The terms and provisions of this Agreement, except where specifically noted otherwise herein, shall become effective January 1, 2021 and shall extend through December 31, 2022.

Witness our hands and seals this _____ day of November, 2020 at Holdingford, Minnesota.

**FOR THE EMPLOYER:
City of Holdingford**



Mayor




City Council




City Council

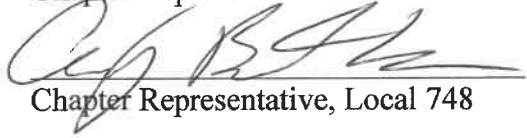
**FOR THE UNION:
AFSCME Holdingford Public Works, Local 748,
Council 65**



Labor Representative, AFSCME C.65



Chapter Representative Local 748



Chapter Representative, Local 748

Appendix A Salary Schedule

2021 City of Holdingford Salary Ranges

2022 City of Holdingford Salary Ranges

UNION salary range (3% pay increase from 2020)

Group	Steps	A	B	C	D	E	F	G
Point Grps		98-108	109-118	119-130	131-143	144-162	163-183	184-206
Salary Ranges	0	\$ 9.42	\$ 10.00	\$ 10.54	\$ 11.10	\$ 11.83	\$ 13.72	\$ 16.26
	1	\$ 9.60	\$ 10.18	\$ 10.75	\$ 11.32	\$ 12.09	\$ 13.97	\$ 16.59
	2	\$ 9.78	\$ 10.37	\$ 10.96	\$ 11.55	\$ 12.30	\$ 14.26	\$ 16.92
	3	\$ 10.00	\$ 10.58	\$ 11.18	\$ 11.77	\$ 12.52	\$ 14.54	\$ 17.24
	4	\$ 10.18	\$ 10.79	\$ 11.38	\$ 12.01	\$ 12.79	\$ 14.84	\$ 17.60
	5	\$ 10.37	\$ 11.00	\$ 11.63	\$ 12.24	\$ 13.05	\$ 15.13	\$ 17.94

UNION salary range (3% pay increase from 2021)

Group	Steps	A	B	C	D	E	F	G
Point Grps		98-108	109-118	119-130	131-143	144-162	163-183	184-206
Salary Ranges	0	\$ 9.71	\$ 10.30	\$ 10.86	\$ 11.44	\$ 12.19	\$ 14.13	\$ 16.75
	1	\$ 9.89	\$ 10.48	\$ 11.07	\$ 11.66	\$ 12.45	\$ 14.39	\$ 17.09
	2	\$ 10.07	\$ 10.68	\$ 11.29	\$ 11.90	\$ 12.67	\$ 14.69	\$ 17.43
	3	\$ 10.30	\$ 10.90	\$ 11.52	\$ 12.12	\$ 12.89	\$ 14.98	\$ 17.76
	4	\$ 10.48	\$ 11.11	\$ 11.73	\$ 12.37	\$ 13.17	\$ 15.28	\$ 18.13
	5	\$ 10.68	\$ 11.33	\$ 11.98	\$ 12.61	\$ 13.44	\$ 15.58	\$ 18.48

UNION salary range (3% pay increase from 2020)

Group	Steps	H	I	J	K	L	M
Point Grps		207-233	234-263	264-317	318-381	382-457	458-548
Salary Ranges	0	\$ 20.00	\$ 21.15	\$ 22.31	\$ 24.54	\$ 28.33	\$ 31.90
	1	\$ 20.38	\$ 21.55	\$ 22.62	\$ 25.04	\$ 28.64	\$ 32.54
	2	\$ 20.76	\$ 21.98	\$ 22.96	\$ 25.53	\$ 29.23	\$ 33.19
	3	\$ 21.16	\$ 22.43	\$ 23.33	\$ 26.06	\$ 29.81	\$ 33.84
	4	\$ 21.55	\$ 22.87	\$ 23.98	\$ 26.58	\$ 30.42	\$ 34.54
	5	\$ 21.98	\$ 23.33	\$ 24.63	\$ 27.11	\$ 31.02	\$ 35.24

Maint Spec "D" Maint Spec "C" Head Supv "B+"
Lead Supervisor + \$.75/hr

UNION salary range (3% pay increase from 2021)

Group	Steps	H	I	J	K	L	M
Point Grps		207-233	234-263	264-317	318-381	382-457	458-548
Salary Ranges	0	\$ 20.60	\$ 21.79	\$ 22.98	\$ 25.28	\$ 29.18	\$ 32.86
	1	\$ 20.99	\$ 22.19	\$ 23.29	\$ 25.79	\$ 29.50	\$ 33.51
	2	\$ 21.38	\$ 22.64	\$ 23.65	\$ 26.30	\$ 30.10	\$ 34.18
	3	\$ 21.79	\$ 23.10	\$ 24.03	\$ 26.84	\$ 30.71	\$ 34.85
	4	\$ 22.20	\$ 23.56	\$ 24.69	\$ 27.37	\$ 31.34	\$ 35.57
	5	\$ 22.64	\$ 24.03	\$ 25.37	\$ 27.93	\$ 31.95	\$ 36.29

Maint Spec "D" Maint Spec "C" Head Supv "B+"
Lead Supervisor + \$.75/hr

Range Assignment Determined by Wastewater License:

Effective 1/1/2017

Public Works Employees Salary Schedule Range Assignment will be determined by their current Wastewater Treatment License. Unlicensed or Class D assigned to Range H, Class C Range I, Class B Range J.

Memorandum of Understanding
Between
City of Holdingford
And
AFSCME Council 65, Local 748

WHEREAS: The City of Holdingford and AFSCME Council 65 are parties to a Collective Bargaining Agreement effective 1/1/2016 through 12/31/2018;

WHEREAS: The City has a need to assign an employee to the Lead Worker duties within the Maintenance department;

WHEREAS: The parties desire a fair process for filling the lead supervisor position when all employees are present and able to apply for the position;

And **WHEREAS:** One employee is on a leave of absence until at least April 2019;

THEREFORE: The parties agree Steve Horvath shall be assigned out of class work as the Lead Maintenance Department Supervisor position effective immediately and shall fulfill those duties until the City is able to post and fill the vacant position. Steve shall be compensated \$0.75 cents per hour in addition to his current base wage for the performance of these duties.

This MOU will continue in effect until the Lead Maintenance Department Supervisor position is filled.

IN WITNESS HEREOF, the parties hereto have made this MOU on the latest date affixed to the signatures below.

FOR THE EMPLOYER:
City of Holdingford



Mayor



City Council



City Council

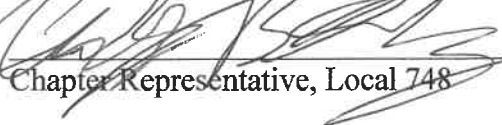
FOR THE UNION:
AFSCME Holdingford Public Works, Local 748,
Council 65



Labor Representative, AFSCME C.65



Chapter Representative Local 748



Chapter Representative, Local 748

Memorandum of Understanding
Between
City of Holdingford
And
AFSCME Council 65, Local 748

WHEREAS: The City of Holdingford and AFSCME Council 65 are parties to a Collective Bargaining Agreement effective 1/1/2021 through 12/31/2022;

WHEREAS: The City has a need for Volunteer Firefighters;

WHEREAS: The Collective Bargaining Agreement outlines the Salary Schedule for all positions covered by the Union;

WHEREAS: The City Policy outlines the payment for Volunteer Firefighters;

WHEREAS: The Fair Labor Standards Act (FLSA) outlines what is considered "Volunteer" within its definitions and articles;

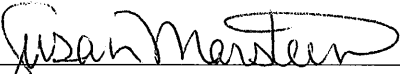
And **WHEREAS:** The City and Union wish to define the work schedule and pay during Fire calls during normal work hours;

THEREFORE: The parties agree that Employees will be paid their current salary as outlined in the Collective Bargaining Agreement along with any payments for Volunteer Firefighter as outlined in the City Policy for all fire calls during the normal workday that are one hour or less. For all fire calls that are over one hour, the employee must use accrued leave time for the fire call. In this situation, the City will pay the Employee any payments for Volunteer Firefighter as outlined in the City Policy along with payment for the use of accrued time.

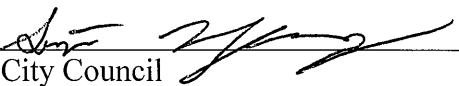
This MOU will continue in effect as long as Employee(s) is employed with the City as a member of both the Volunteer Fire Department and the Public Works Department.

IN WITNESS HEREOF, the parties hereto have made this MOU on the latest date affixed to the signatures below.


FOR THE EMPLOYER:
City of Holdingford



Mayor



City Council

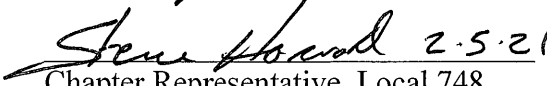


City Council

FOR THE UNION:
AFSCME Holdingford Public Works, Local 748,
Council 65

 2-4-21

Labor Representative, AFSCME C.65

 2-5-21

Chapter Representative Local 748

Chapter Representative, Local 748