

LABOR AGREEMENT  
BETWEEN  
CITY OF RICE  
AND  
AFSCME COUNCIL 65, AFL-CIO  
2021-2023

Base Unit

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**LABOR AGREEMENT  
BETWEEN  
THE CITY OF RICE AND  
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,  
AFL-CIO  
LOCAL # 748**

**PREAMBLE**

This Agreement is entered into by and between the City of Rice, hereinafter referred to as the Employer, and American Federation of State, County and Municipal Employees Local 748, hereinafter referred to as the Union.

**ARTICLE 1  
PURPOSE OF AGREEMENT**

- 1.1 It is the intent and purpose of this Agreement to:
- A. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
  - B. Place in written form the parties Agreement upon terms and conditions of employment for the duration of this Agreement; and
  - C. Promote and insure harmonious relations, cooperation and understanding between the Employer and the employees, and
  - D. This Agreement is pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended.

**ARTICLE 2  
RECOGNITION**

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and other conditions of employment for all employees of the City of Rice, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, Subd. 14, excluding supervisory and confidential employees.
- 2.2 The Employer shall not enter into any Agreement with employees covered under this Collective Bargaining Agreement, either individually or collectively, which conflicts with the terms of this Agreement.

**ARTICLE 3  
DEFINITIONS**

- 3.1 Union: the American Federation of State, County and Municipal Employees, Local 748.
- 3.2 Employer: City of Rice.
- 3.3 Union Member: a member of the bargaining unit covered by this Agreement.
- 3.4 Employee: a member of the bargaining unit covered by this Agreement.
- 3.5 Regular Full-Time Employee: an employee who has successfully completed the probationary period and who is regularly scheduled to work 40 hours per week.
- 3.6 Probationary Employee: an employee who has not completed the probationary period.
- 3.7 Part-Time Employee: an employee who regularly works less than 40 hours per week, but at least 14 hours per week. For part time employees working a minimum of 20 hours per week sick, vacation, and holidays shall be pro-rated based on hours worked to a 40 hour work week.
- 3.8 Temporary or Seasonal Employee: Positions that are less than 67 working days in any calendar year; or are less than 100 working days in any calendar year and the employees are under the age of 22, are full-time students enrolled in an nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an 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 employment. (as defined PELRA Chap. 179A).
- 3.9 Base Pay Rate. The employee's basic hourly pay rate exclusive of overtime premium or any other special allowances, see Schedule A page 17.
- 3.10 Days. Unless otherwise specified, means working days.
- 3.11 Pay Period. A fourteen (14) day period beginning at 12:00 a.m. (midnight) on Monday through 11:59 p.m. on Sunday, fourteen (14) days later.
- 3.12 Termination in Good Standing: This shall mean that an employee has given the required two week notice prior to termination of employment, or that the employee was terminated for just cause and no alternative separation agreement was made through the grievance procedure.
- 3.13 Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

**ARTICLE 4**  
**UNION SECURITY**

- 4.1 The employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly union contributions, and any other Union approved deductions. Such monies shall be remitted as directed by the Union.
- 4.2 The employer shall deduct from the pay of those employees who are not union members a *fair share fee* that does not exceed 85% of the regular monthly union dues and shall remit such monies to the duly designated officer of the union.

An exclusive representative may require employees who are not members of the exclusive representative to contribute a fair share fee for services rendered by the exclusive representative. The fair share fee must be equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative. In no event may the fair share fee exceed 85 percent of the regular membership dues. The exclusive representative shall provide advance written notice of the amount of the fair share fee to the employer and to unit employees who will be assessed the fee. The employer shall provide the exclusive representative with a list of all unit employees.

A challenge by an employee or by a person aggrieved by the fee must be filed in writing with the commissioner, the public employer, and the exclusive representative within 30 days after receipt of the written notice. All challenges must specify those portions of the fee challenged and the reasons for the challenge. The burden of proof relating to the amount of the fair share fee is on the exclusive representative. The commissioner shall hear and decide all issues in these challenges.

The employer shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative 30 days after the written notice was provided. If a challenge is filed, the deductions for a fair share fee must be held in escrow by the employer pending a decision by the commissioner.

- 4.3 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 the 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.
- 4.4 Employees who are members of the Union bargaining committee shall be granted time with pay for attending bargaining sessions held during their working hours, up to a maximum of ten (10) hours. Every effort will be made to schedule bargaining sessions outside of the regular working hours for employees. Employees who act as Union stewards shall be granted reasonable time off with pay during their normal working hours for the investigation and processing of grievances.

- 4.5 The union agrees to indemnify and hold the employer harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken or not taken under subsections 4.1 and 4.2 of this article.
- 4.6 Union representatives shall have access to the premises of the Employer at reasonable times and subject to reasonable rules in connection with official Union business.
- 4.7 Bulletin Board. The Employer 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.
- 4.8 There shall be no discrimination, by the Employer or AFSCME against any employee because of age, sex, race, color, creed, national origin, disability, religious or political belief, marital status, status with regard to public assistance, or membership, or non-membership in AFSCME.
- 4.9 Union Leave: Union members shall be allowed time off with or without pay to attend Union events/ activities. "With pay" means the employee has taken the appropriate leave time such as vacation leave or compensatory time.

## **ARTICLE 5 EMPLOYER AUTHORITY**

**5.1 Inherent managerial policy.**

A public employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction and the number of personnel. No public employer shall sign an agreement which limits its right to select persons to serve as supervisory employees or state managers under section 43A.18, subdivision 3, or requires the use of seniority in their selection.

**5.2 Meet and negotiate.**

(a) A public employer has an obligation to meet and negotiate in good faith with the exclusive representative of public employees in an appropriate unit regarding grievance procedures and the terms and conditions of employment, but this obligation does not compel the public employer or its representative to agree to a proposal or require the making of a concession.

The public employer's duty under this subdivision exists notwithstanding contrary provisions in a municipal charter, ordinance, or resolution. A provision of a municipal charter, ordinance, or resolution which limits or restricts a public employer from negotiating or from entering into binding contracts with exclusive representatives is superseded by this subdivision.

(b) In addition, a public employer may, but does not have an obligation to, meet and negotiate in good faith with the exclusive representative of public employees in an appropriate unit regarding an employer contribution to the state of Minnesota deferred compensation plan authorized by section 356.24, paragraph (a), clause (4), within the limits set by section 356.24, paragraph (a), clause (4).

**5.3 Meet and confer.**

A public employer has the obligation to meet and confer, under section § 179A.08, with professional employees to discuss policies and other matters relating to their employment which are not terms and conditions of employment. The Union and the Employer agree to meet quarterly as a Labor Management Committee beginning in January of 2015. The City Clerk shall schedule and post such Meet and Confer notices.

**5.4 Other communication.**

If an exclusive representative has been certified for an appropriate unit, the employer shall not meet and negotiate or meet and confer with any employee or group of employees who are in that unit except through the exclusive representative. This subdivision does not prevent communication to the employer, other than through the exclusive representative, of advice or recommendations by professional employees, if this communication is a part of the employee's work assignment.

**5.5 Time off.**

A public employer must afford reasonable time off to elected officers or appointed representatives of the exclusive representative to conduct the duties of the exclusive representative and must, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative or to a full-time appointed official of an exclusive representative.



**ARTICLE 6  
DISCIPLINE**

- 6.1 Just Cause  
The Employer shall have the right to impose disciplinary action on employees for just cause only.
- 6.2 Disciplinary Action  
Disciplinary action by the Employer shall include only the following:
- a. Oral reprimand;
  - b. Written reprimand;
  - c. Suspension;
  - d. Demotion to a previously held position, or
  - e. Discharge.
- 6.3 Employees who are disciplined shall have the right to appeal such disciplinary actions through the grievance procedure as established by Article 7 (Grievance Procedure).
- 6.4 Written Reprimands, notices of suspension, demotion and discharges which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices. Written reprimands shall be removed from the employees file after three (3) years of no similar occurrences.
- 6.5 Upon written request by an employee, the Employer shall provide the employee an opportunity to review the employee's personnel file under direct supervision of the Employer in accordance with Minn Stat. § 181.961.
- 6.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union Representative present at such questioning.

**ARTICLE 7  
GRIEVANCE PROCEDURE**

- 7.1 For the purpose of the grievance procedure, grievance is defined as 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.* A grievance claiming a violation concerning the interpretation or application of this Agreement shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly

violated, the remedy requested, and shall be submitted in writing within fifteen (15) working days such alleged violation has occurred. The written grievance shall be presented by the Union to the City Council or designee at the next regularly scheduled meeting of the City Council. The City Council or designee shall give the employee and the Union the Employer's Step 1 answer in writing within fifteen (15) working days after the grievance presentation of such Step 1 grievance.

*Step 2.* A grievance unresolved at Step 1 may be appealed to the Minnesota Bureau of Mediation Services for mediation by the Union within ten (10) working days after the Employer's final answer in Step 1.

*Step 3.* If the grievance is not resolved in Step 2, the Union may appeal the grievance to arbitration pursuant to the Public Employment Labor Relations Act. The Union shall give written notice to the Employer of the appeal to arbitration within ten (10) working days of the final mediation meeting.

- 7.3 Selection of Arbitrator. 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 Arbitrator's Authority. 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. A hearing on the grievance will be held promptly by the arbitrator, and a final and binding decision shall be rendered within 30 calendar days of the hearing. The decision regarding the grievance shall be binding upon the parties.
- 7.5 Fees and Expenses. The parties shall share equally the costs and fees of the arbitrator.
- 7.6 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 or responded to within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the last answer. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

**ARTICLE 8  
PROBATIONARY PERIODS**

- 8.1 All employees, covered by this Agreement, will serve a six month probationary period from initial date of employment.
- 8.2 During the probationary period the Employer shall have the unqualified right to discipline or discharge such employee without recourse to the grievance procedure. This Article does not supersede mandatory provisions under Chapter 197 (veteran's preference) if applicable to the employee.
- 8.3 All promoted employees will serve a six (6) month trial period. A promoted or transferred employee may be removed from his/her new position at the sole discretion of the Employer at any time during the trial period and returned to their previous position, the employer's decision to remove shall not be subject to the grievance procedure.
- 8.4 Retention of Benefits: Any employee promoted out of a bargaining unit shall retain all employment benefits and seniority that were earned under this Agreement. They shall be promoted under the Terms of this Agreement and if the Employer determines the employee does not fulfill the duties and requirements of the position the employee shall be returned to their previous position at the pay and benefits which would have been applicable had the employee remained in that position within this Agreement, except under the following circumstance: the employee is discharged for cause which would justify discharge from the previous position.

**ARTICLE 9  
HOURS OF WORK**

- 9.1 Work Week. The normal work week shall consist of 40 hours Monday through Sunday. The Maintenance Supervisor shall create the schedule for the Department.
- 9.2 Changes to hours may be made through mutual Agreement with the affected employee.
- 9.3 Breaks and Lunch: All employees shall receive two paid 15-minute rest periods and one paid 30-minute lunch period in each shift.

**ARTICLE 10  
OVERTIME AND PREMIUM PAY**

- 10.1 All employees shall be compensated at the rate of one and one-half (1 1/2) times their base rate of pay for all hours worked in excess of forty (40) hours per week.
- 10.2 Workweek: When determining Overtime the workweek shall be considered a seven (7) day period beginning at 12:00 a.m. (midnight) on Monday through 11:59 p.m. on Sunday, seven (7) days later.

- 10.3 Only actual hours worked shall be used to determine overtime.
- 10.4 Overtime compensation due under this Article will be in the form of pay or equivalent compensatory time off, as directed by the employer.
- 10.5 Compensatory Time:
- A. Employees may bank a maximum of 80 compensatory hours. Upon reaching the limit, an employee must receive cash for additional hours of overtime worked. The last pay period of each calendar year compensatory time shall be paid out down to 40 hours. An employee may carry 40 hours over into the new calendar year.
  - B. Compensatory time may be used at times mutually agreed upon by the employee and her/his immediate supervisor.
  - C. An employee leaving the municipal service shall be compensated for compensatory time accrued and unused to date of separation.
- 10.6 Call Back/ Call Out: Return of an employee to a specified work site to perform assigned duties at a time other than an assigned shift, an extension of or early report to an assigned shift is not a call-back. An employee called back to work outside of the regular working hours shall be paid a minimum of two hours at time and one-half (1 ½) their base rate of pay.

## **ARTICLE 11 RATES OF PAY**

- 11.1 All employees shall be paid in accordance with Schedule A attached hereto and made part of this Agreement.

2021: 3% General wage increase on 1/1/2021

2022: 3% General wage increase on 1/1/2022

2023: 3% General wage increase on 1/1/2023

- 11.2 New Employees: New employees shall be paid at 90% of the Step they are hired on. Upon completion of probation they shall be paid 100% of the Step at which they were hired. From then on they shall receive a Step January 1<sup>st</sup> of each year.

For example: John is hired at Step 2 of the scale on March 5<sup>th</sup> 2013. He is paid 90% of Step 2. When he completes his six (6) month probation on September 4<sup>th</sup> 2013 he is then paid 100% of Step 2. On the first January following the completion of probation (in this example Jan 1, 2014) he would move to Step 3 of the scale.

- 11.3 Employees shall receive their Step increase on January 1<sup>st</sup> of each year. Employees shall receive their Step on January 1<sup>st</sup> of each year.

- 11.4 Holiday Pay. Payment of all Holidays shall be at the employee's current rate of pay.
- 11.5 Employees who work on a Holiday will receive time and one half plus their Holiday pay for all hours worked, until the hours worked surpasses 40 hours then overtime shall apply.

**ARTICLE 12  
HEALTH INSURANCE/ LIFE INSURANCE**

- 12.1 The Employer shall pay 100% of the premium for single insurance and shall contribute that the single amount plus \$167.98 monthly toward the family insurance premium for employees who elect family coverage.
- 12.2 Opt Out Option: Employees who opt out of health insurance coverage with proof of other Insurance coverage shall receive cash in lieu of insurance in the amount of \$3000.00 per calendar year. These dollars may also be used for the FLEX plan.

Payments shall be made monthly to the employee. The payment amount shall be \$375 per month for the first eight (8) months of the year. Employees hired mid-way through the year shall receive a pro-rated amount of the \$3000 based on the number of months they will work in the year. This amount will be distributed in equal monthly payments until the proper amount has been paid. For example: an employee hired in July shall receive 50% of the \$3000 which would then be distributed as four (4) \$375 payments.

- 12.3 Dental Insurance: The employer shall provide dental insurance coverage at 100% to all employees. Employees may choose single or family coverage.
- 12.4 Life Insurance: The Employer shall pay the entire premiums for the life insurance and accidental death and dismemberment coverage for full time employees in the amount of fifty thousand dollars (\$50,000).
- 12.5 Flexible Spending Accounts: The City shall maintain a flex account and all employees may elect to voluntarily deduct for medical costs and daycare costs annually from their wages for eligible expenses, per IRS regulations.
- 12.6 The Employer shall provide, at no cost to the employee, a Long Term Disability insurance plan for each full time employee. The plan shall take effect after 90 days and provide 2/3 of the employees' wages.

**ARTICLE 13  
VACATION**

- 13.1 Employees shall earn vacation on the following schedule:

<u>Years of Service</u>	<u>Earned Hours Per Pay Period</u>	<u>Weeks Per Year</u>
Start – 2 years	3.08 hours	2

3 – 5 years	4.62	3
6 – 10 years	6.15	4
11 – 15 years	7.69	5

- 13.2 Vacation time shall be credited per pay period and shall be available for use once credited.
- 13.3 New employees shall begin earning vacation upon hire, however they may not use vacation time until they have completed the probationary period. An employee who leaves service prior to completing the probationary period shall not receive compensation for any earned vacation time.
- 13.4 Employees may earn a maximum 200 hours of vacation time.
- 13.5 Vacation hours may be taken in increments of not less than one half hour.
- 13.6 Vacation leave may be used as earned subject to approval by the immediate supervisor.
- 13.7 An employee leaving the municipal service in good standing after giving prior notice of such termination of employment shall be compensated for vacation leave time accrued and unused to date of separation.
- 13.8 Under no circumstances shall an employee's vacation leave balance be negative, UNLESS it is the recommendation of the Personnel Committee and approved by the City Council.

**ARTICLE 14  
HOLIDAYS**

- 14.1 The following shall be recognized as paid Holidays:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

- 14.2 A Holiday falling on Saturday shall be observed on the preceding Friday. A Holiday falling on Sunday will be observed on the following Monday.
- 14.3 If a Holiday is observed on an employee's regularly scheduled day off he/she shall be paid for an alternate day off for the Holiday, to be scheduled between the employee and their immediate supervisor.

- 14.4 If a Holiday falls during an employee's scheduled paid leave, such as vacation, the employee shall receive Holiday pay for the observed Holiday and the day shall not be charged to the employees' vacation accrual.
- 14.5 Each employee shall receive one paid personal day per calendar year. This day may not carry over from one calendar year to the next.

**ARTICLE 15  
SICK LEAVE**

- 15.1 Sick leave is accrued at the rate of 1 day per month. Sick leave shall be granted for absences due to illness, disability, emergencies, exposure to contagious disease (where such exposure would endanger the health of others the employee comes into contact with), or the necessity of medical, dental, or chiropractic care of the employee or the employee's spouse, parent, children, (including step-children, adopted, foster, ward), adult children, sibling, grandparent, step parent, and parents-in-law. Approval for special circumstances may be made by the Mayor.
- 15.2 When an employee is sick, she/ he shall notify their immediate supervisor during the first ½ hour of the workday, except in case of emergency.
- 15.3 An employee who is sick for more than three days may be required to submit a physician's statement within two days of returning to work.
- 15.4 Sick leave may be accumulated up 45 days.
- 15.5 Employees leaving municipal service are not entitled to be compensated for unused accrued sick time, unless they meet the requirements specified in Section 21.2.
- 15.6 Bereavement: Employees shall receive three paid days off for death involving members of their immediate family: spouse, children, parents, brothers, sisters, grandparents, grandchildren, spouse's parents, brother in-law, sister in-law, anyone for whom the employee is a legal guardian, step relations for all of the above. Employees may be granted additional sick leave time off beyond employer paid leave with approval of Employer.
- 15.7 Under no circumstances shall an employee's sick leave balance be negative, UNLESS it is the recommendation of the Personnel Committee and approved by the City Council.

**ARTICLE 16  
PERSONNEL POLICY MANUAL-  
OBLIGATION TO BARGAIN**

- 16.1 **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 as of ratification of this agreement in 2012 that do not conflict with the specific terms and conditions of this agreement.
- 16.2 **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.
- 16.3 **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.
- 16.4 **Resolution of Disputes:** Any dispute arising over the application or interpretation of the Personnel Policy and Manual shall be promulgated through the Grievance Procedure established by this Agreement.

#### **ARTICLE 17 SENIORITY**

- 17.1 Seniority shall be defined as an employee's length of continuous service with the City of Rice.
- 17.2 When an employee finishes the probationary period, she/he shall be entered on the seniority list and shall rank in seniority from the first date of hire.
- 17.3 An employee shall lose seniority for the following reasons only:
- A. She/he resigns.
  - B. She/he is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
  - C. She/he is absent for three consecutive working days or four calendar days without notifying the Employer.
  - D. If she/he does not return to work when recalled from layoff as set forth in the recall procedure; in proper cases, exceptions may be made.

#### **ARTICLE 18 VACANCIES**

- 18.1 New positions and vacancies shall be posted and employees shall have seven calendar days in which to apply.



- 18.2 The City acknowledges the benefits of internal promotion. The City will consider the applications of existing employees for new positions and vacancies, when the employee meets the minimum qualifications. Current employees shall be guaranteed an interview; however the City maintains the right to select the candidate of their choosing in filling new positions and vacancies. The City's decision shall not be subject to the grievance procedure.

## **ARTICLE 19 LAYOFF AND RECALL**

- 19.1 The word layoff shall mean a separation from service with the Employer necessitated by lack of work, lack of funds, reduction in hours, or other reasons without reference to incompetence, misconduct, or other behavioral considerations. The employer shall notify the Union 20 days in advance of the any layoffs. During the 20 day period the employer and the Union shall meet and confer to discuss alternatives to layoff or reductions.
- 19.2 In the event of a layoff of employees all temporary, seasonal, probationary, and part time employees within the City will be laid off first. The layoff of full time employees shall begin with the employee with the least seniority and so on in reverse order of seniority.
- 19.4 When the work force is increased, or a vacancy is created and the Employer determines it will fill the vacancy, employees will be recalled. The order of recall will begin with the employee with the most seniority and so on in the reverse order of layoff. Notice of recall shall be sent to the employees at their last known address by registered mail, return receipt requested. If the employee fails to report for work within 10 days from the date of mailing of notice of recall, she/he shall be considered as having resigned. Employees shall maintain recall rights for a period of 24 months.

## **ARTICLE 20 ALLOWANCES**

- 20.1 All Employees of the Maintenance Department shall be provided \$500.00 per year for purchase of work apparel.
- 20.2 The Employer shall provide any safety equipment required by OSHA.
- 20.3 Reimbursement for Continuing Education Costs: The Employer shall pay necessary and reasonable expenses incurred by employees to attend training sessions or conferences, as approved by the Employer. Eligible expenses include: mileage reimbursement, cost of training (registration), and cost of lodging, work time, travel time, and meals. Training sessions and conferences, and the budget allowance for any item under this section shall be approved in advance as provided by applicable City policy.
- 20.4 Licenses, Certificates, and Dues: All Licenses, Certificates and Dues required for a position or required by the Employer shall be paid by the Employer as is current practice.

- 20.5 Pre-employment Medical Examinations: The Employer shall pay for all required pre-employment physicals.
- 20.6 Cell phones: The Employer shall provide cell phones for work purposes at no cost to the employee.

**ARTICLE 21  
PAYMENT UPON SEPARATION OF EMPLOYMENT**

- 21.1 Upon separation, retirement, disability, or death, an employee, his/her beneficiary, or their estate will be entitled to 100% of their accumulated and unused vacation leave and comp time. Payment shall be determined upon the basis of the employee's rate of pay in the last period prior to severance. Employees shall provide a two week notice prior to leaving employment.
- 21.2 Upon termination of Employment, full-time Employees with good standing with a minimum of twenty (20) years of service shall receive a one-time payment of 20% of the Employee's unused sick leave accumulation. If termination is cause by death the 20% of the unused sick leave accumulation shall be paid to the employee's heirs.

**ARTICLE 22  
COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

- 22.1 This Agreement represents the complete and total agreement between the Union and the Employer. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded
- 22.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject not removed by law from collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right to, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agree to do so.

**ARTICLE 23  
SAVINGS CLAUSE**

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

**ARTICLE 24  
SUCCESSORS AND ASSIGNS**

24.1 This Agreement shall be binding upon the successors and assignees of the parties hereto, under this contract, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto.

**ARTICLE 25  
DURATION**

25.1 The terms and provisions of the Agreement, except where specifically noted otherwise herein, shall become effective from unit certification, and shall extend through December 31, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing by June 1<sup>st</sup> prior to the anniversary date that it desires to modify this agreement. This agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 16<sup>th</sup> day of November, 2020.

For the City:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Council

For the Union:

  
\_\_\_\_\_  
Staff Representative, AFSCME Council 65

  
\_\_\_\_\_  
AFSCME Chapter Chair

Schedule A: Salary Schedule

<u>Maintenance Supervisor</u>	<u>Maintenance Worker</u>
2021 - \$29.31	2021 - \$25.71
2022 - \$30.19	2022 - \$26.48
2023 - \$31.10	2023 - \$27.27