



**Collective Bargaining Agreement**  
**Between**  
**AFSCME Council 65, Local 1686-0019, AFL-CIO**  
**And**  
**Clara City**  
**1/1/2021 – 12/31/2023**

Labor Representative: Joe McMahon ([jmcmahon@afscme65.org](mailto:jmcmahon@afscme65.org) or 763-954-0079)

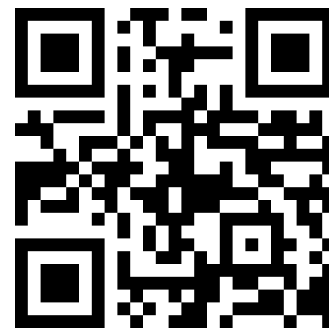
AFSCME Council 65 Office: [info@afscme65.org](mailto:info@afscme65.org) or 888-474-3242

**WEINGARTEN RIGHTS**

If called to a meeting with management, you have rights to representation. State the following and call your labor representative: If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative be present at the meeting. Until my representative arrives, I choose not to participate in this discussion.

## **BECOME AN AFSCME 65 MEMBER**

Are you a new employee or not a member yet? Scan the QR code to sign up today and take advantage of the many benefits of AFSCME membership!



## **MEMBER BENEFITS**

Are you taking advantage of your union member benefits? Check out the many benefits available from AFSCME Advantage and Union Plus at:

[www.afscme.org/member-resources](http://www.afscme.org/member-resources)

[www.unionplus.org](http://www.unionplus.org)

*Make sure to have your member number handy when accessing these benefits.*

## **ORGANIZING**

Know someone who wants to form a union at their workplace? Contact our Organizing Department at 888-474-3242 or email [info@afscme65.org](mailto:info@afscme65.org) and inquire about forming a union. Make sure they tell us you referred them. Your Local benefits from referring new union members.



**CONTRACT**

between

**CITY OF CLARA CITY, MINNESOTA**

and

**LOCAL UNION NO. 1686  
MINNESOTA COUNCIL NO. 65**

**CLARA CITY ESSENTIAL UNIT**

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

**JANUARY 1, 2021 - DECEMBER 31, 2023**

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## INTRODUCTION

This Agreement, entered into by the City of Clara City, hereinafter referred to as the "Employer" and AFSCME Council No. 65, Local 1686, hereinafter referred to as the "Union," representing the City of Clara City Essential Unit Employees, 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. The Employer, the Union, and the Employees agree to treat each other with respect and dignity.

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 and all other applicable federal and state laws, rules, and regulations.

## ARTICLE 1 – GENERAL PROVISIONS

### Section 1 - Recognition

The Employer hereby recognizes the American Federation of State County and Municipal Employees as the exclusive bargaining representative for the Clara City General Unit including all Full-time Police Department employees excluding supervisory and confidential employees as outlined in BMS Case No 11PCE0400. To be represented by the Union, an employee must be employed for more than 14 (fourteen) hours per week and more than 67 (sixty-seven ) work days per year, excluding supervisory and confidential employees and 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.

The employer shall not enter into any agreements with employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms or conditions of this agreement.

### Section 2 – Applicability

This Agreement shall be applied equally to any Employee in the bargaining unit without discrimination as to sex, race, color, creed, national origin, political affiliation, physical handicap, marital status, sexual orientation, or age.

### Section 3 — Union Non-Discrimination

The Employer shall not discriminate against, interfere with, restrain or coerce an Employee from exercising the right to join or participate in the activities of the Union in accordance with the provisions of this agreement. The Union shall not discriminate against, interfere with, restrain or

coerce an Employee from exercising the right not to join the Union and shall not discriminate against any Employee in the administration of this Agreement because of non-membership in the Union.

#### Section 4 - Union Dues

The employer agrees to deduct the regular bi-weekly Union dues for those employees in a unit who are members of the Union and who request in writing to have their regularly biweekly Union dues deducted from payroll. Authorizations for deductions shall be continuously deducted until canceled by the employee in writing.

The Union shall provide the formula or schedule to calculate the actual dues deduction to the employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of union dues. The employer shall remit such deductions to 3335 West St. Germain Street, Suite 107, St. Cloud, MN 56301.

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

#### Section 5 – Productivity

The Employer and the Union mutually recognize the need to maintain and improve productivity in various operations of the City. To this end, the Union will cooperate with the Employer in reasonable studies intended to measure and improve productivity. The Union will also encourage its members and officers to make suggestions to the Employer that in the opinion of said members and officers would aid in improving productivity.

#### Section 6 - Management Rights

The Employer retains all rights and privileges not specifically addressed or modified by this Agreement or otherwise subject to negotiation. The Union retains the right to negotiate all terms and conditions of employment.

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.

## ARTICLE 2 – NON-DISCRIMINATION

It is the policy of the City of Clara City to provide equal opportunity to all employees and applicants in the administration of personnel practices such as recruitment, hiring, promotions, and all other conditions and privileges of employment.

## ARTICLE 3 – EMPLOYEE RIGHTS

### Section 1— Job Descriptions

Written job descriptions will be made available for all Employees. The descriptions will be reviewed and updated periodically. The Employer shall have the right to revise and/or modify any job description at any time it deems appropriate provided such changes are reasonable and meet current needs of the city. These changes will be discussed with the employee prior to implementation.

Any changes in an employee's terms and conditions of employment must be negotiated with the Union and are subject to the grievance procedure.

### Section 2 -Performance Appraisal

Employees shall be provided a performance appraisal once annually. The performance shall be performed by the direct supervisor. The performance evaluation shall provide clear examples justifying the rating given.

Employees, within 30 days of receipt of the final signed copy of a performance evaluation, may attach a rebuttal describing any differences of opinion in their performance which shall be attached to the employer's copy maintained in the employee's personnel file.

### Section 3 — Meet and Confer

The Employer and the Union agree to meet and confer on any matters that arise which are not covered by this Agreement for the purpose of promoting harmonious relations between the Employer and the Union.

The Employer agrees not to sub-contract any services currently being performed by members of the bargaining unit on a normal and customary basis without the demonstration of a cost savings of at least ten (10) percent and providing a minimum of a thirty (30) day notice to the Union.

## ARTICLE 4 - PROBATION

### Section 1 – Duration

All classifications covered by this agreement shall be subject to an initial probationary period of one year. During this time, the employee's work will be evaluated by the supervisor and employee. The probationary period may be extended an additional three (3) months by the Employer following a consultation between the City Administrator and Department Head and notice to the Union.

### Section 2 – Termination

During such probationary period the Employer may terminate the employment with or without



cause. The employee so terminated shall be notified in writing of the reasons for the termination and shall not have the right to appeal unless he/she is a veteran, in which case the procedure prescribed in Minnesota Statutes, Section 197.46 shall be followed.

Subsection 2 A. During the probationary period, the Employee may be terminated at the sole discretion of the Employer. Probationary Employees may not grieve disciplinary actions. An Employee terminated during the probationary period shall receive a written notice of termination.

Subsection 2 B. Employees promoted to a higher job classification shall serve a thirty (30) work day continuous probationary 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.

Subsection 2 C. At any time during the probationary period, an Employee may be demoted by the Employer for just cause based upon job performance to the job classification from which the Employee was promoted. An Employee demoted during the probationary period shall receive written notice of such demotion, which will include the reason(s) for demotion and a copy will be sent to the Union.

Subsection 2 D. Employees shall have the right, during a promotional probationary period, to voluntarily demote to their previously held job classification, upon written request to the Employer.

### Section 3 – Completion

An employee who has completed the period of probationary service and who has not received, before completion of that period, a written notice from the City, shall be considered to have successfully completed the probationary period and attained the status of permanent employee.

## ARTICLE 5 - SCHEDULING

### Section 1 – Scheduling

The normal pay period for the City shall run from 12 am Sunday through 11:59 pm Saturday. Employees shall be paid on a bi-weekly pay period.

Police Officers shall typically work a ten (10) hour shift. The normal work period for an employee shall be ten (10) contiguous hours with a one-hour paid lunch. The normal work week shall be forty (40) hours.

In the event that work is required because of unusual circumstances such as, but not limited to, fire, flood, snow, sleet, or the breakdown of municipal equipment or facilities, it may be required and/or necessary for an Employee to work different hours other than their normal shifts.

## Section 2 – Rest Break/Meal Break

Subsection 1 A. Employees shall receive a one-hour paid lunch.

Subsection 2 B. Employees working a normal work day shall receive one fifteen (15) minute rest period for each four (4) hours of work. If the Employer schedules ten (10) hour work days, there shall be an additional fifteen (15) minute rest period scheduled.

## Section 3 – Overtime

Overtime will not be paid unless authorized by an Employee's immediate supervisor or the City Administrator.

All hours worked, in excess of forty (40) hours per week, shall be considered as overtime and shall be compensated for at time and one-half (1-1/2) the employee's regular rate of pay. Overtime shall be paid in cash or compensatory time at the option of the employer.

The Union recognizes that certain projects cannot be shut down at the end of the regular workday. Employees who are needed to complete a project can be required by the appropriate Department Head or City Administrator to work an extended day. The refusal of an Employee to do such extended work shall be recorded and counted as overtime offered but not worked.

Employee travel time to attend required training is allowable time for accrual toward compensatory time off or overtime pay with prior approval.

Compensatory time shall be limited to a maximum accrual of 60 hours. Use must be approved in advance by the employee's immediate supervisor. The Department Head shall have the right to require Employees to work additional time and is responsible for approving any award of compensatory time. The Employer reserves the right to oversee and limit the use of overtime and compensatory time. All compensatory time must be taken in the year earned. Compensatory time earned but not used shall be zeroed out and paid as overtime in conjunction with the last regularly scheduled pay period in December, unless mutually agreed to otherwise by the Employer and the Employee.

Compensatory time may be earned and taken in ¼ hour increments. Any employee leaving City employment in good standing, after giving proper notice of such termination, shall be compensated for compensatory time accrued and unused to the date of separation at their regular rate of pay. One hundred percent (100%) of such compensation shall be paid to the employee.

Employees who are volunteers for the City of Clara City Fire Department or Ambulance Service shall be paid the rate of pay they would receive if working when called to serve in their volunteer capacity during times at which they would otherwise be required to work by the City.

For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 4– On Call/Call Out

The Employer shall pay a minimum of two (2) hours pay at the appropriate rate if an employee is called in for work at a time other than their normal scheduled shift. A call-in shall not include an early start to a work shift or an extension of a work shift. Meetings and other scheduled work, except for emergencies, shall not qualify for call-in.

Police Department employees required to remain on-call shall be compensated at a rate of \$2.00 per hour for on-call time.

Section 5 – Court Time

An employee who is required to appear in Court (to give testimony about events arising out of action taken as on-duty police officer) during the employee’s scheduled off-duty time, on an off-duty day, or while on vacation, shall be compensated at one and one-half (1&1/2) times the employee’s regular base rate of pay for a minimum of three hours.

ARTICLE 6 – VACATION/SICK LEAVE

Section 1 – Vacation Accrual

Employees shall earn vacation leave as follows:

<u>YEARS OF SERVICE</u>	<u>HOURS PER YEAR</u>	<u>DAYS PER YEAR*</u>
0 thru 2 years	80	10
3 thru 5 years	96	12
6 thru 10 years	112	14
11 thru 15 years	120	15
16 thru 20 years	136	17
20+ years	160	20

Vacation shall accrue on a bi-weekly basis (hours per pay period).

\*Based on an eight (8) hour day.

Section 2 – Availability

Up to one year’s accrual plus 10 days of earned but unused vacation can be carried over into the next year. Employees should attempt to use vacation time throughout the year, as the Employer reserves the right to refuse lengthy year-end vacation requests if issues for staffing coverage exist.

Section 3 – Terminal Leave

Employees who resign with proper notice shall be paid out all accrued and unused vacation.

#### Section 4 – Sick Pay Benefit Policy

Full time employees will accrue eight (8) hours per month of sick pay benefits (after initial probation period) for each month of service up to a maximum of five hundred forty (540). After five hundred forty (540) hours have been accumulated, the employee will not accumulate any additional sick pay benefits. Employees will be allowed to use sick leave for themselves or immediate family members as outlined in MN Statute 181.9431.

#### Section 5 – Proof

Sick pay benefits shall begin with the first working day of each illness or injury. It is the responsibility of the Employee to notify their immediate supervisor of any absence for illness as soon as possible. The employer may require a physician's medical statement as evidence that the employee was ill. This statement may be required whenever the employer deems it necessary or reasonable.

#### Section 6 – Sick Leave before a Holiday

If an employee takes sick leave the day before a vacation or Holiday, it is counted as vacation time. Absences of two or more days before a vacation or Holiday may be counted as sick time if a physician's excuse is received and approved by the City. The City Administrator is allowed to make exceptions on a case-by-case basis, and his/her decision is grievable.

#### Section 7 – Accrual during leave

For the purposes of accumulating additional vacation or sick leave, an employee using earned vacation or sick leave is considered to be working. Vacation and sick leave will not be considered time worked for purposes of computing overtime.

#### Section 8 – Change of Status

An employee who becomes ill or injured may change his/her status to sick leave.

#### Section 9 – Bereavement Leave

After completion of the initial probation period, all full-time employees will be granted leave with pay to attend the funeral of a member of his/her immediate family. The immediate family is defined as spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, grandchild, parent-in-law, brother or sister-in law, daughter or son-in-law, and grandparent-in-law. Up to three (3) days will be allowed for regularly scheduled work days missed.

Prior approval of the employee's supervisor is required. If an employee feels more days are required, an absence without pay or sick leave or vacation pay, may be requested.

## Section 10 – Part-Time Benefits

All current employees working a yearly average of 36 hours or more a week shall receive full benefit accruals. All current part-time employees working a minimum of 20 hours a week shall receive pro-rated benefits available based on actual hours worked.

All employees hired after January 1, 2012 shall receive pro-rated benefits based on actual hours worked.

## ARTICLE 7 – LEAVES OF ABSENCE

### Section 1 – Leaves of Absence (LOA)

Leaves of Absence (LOA) are authorized absences from work WITH OR WITHOUT PAY intended to assist employees through unusual or difficult times in their lives. All LOA's must be requested in writing at least two (2) weeks in advance to the employee's supervisor. Exceptions to the two (2) week notice may be granted by the administrator. LOA's may be granted upon written request stating the reason for such leave and the expected duration and must have written authorization of his/her supervisor and the administrator.

Extensions may be granted upon similar request. Extending an absence without prior approval will be considered an unauthorized absence and will be treated as a resignation.

Sick leave and vacation benefits do not accrue during any unpaid portion of a LOA. The employee's benefit date for vacation purposes will be changed if LOA of sixty (60) or more days occur.

Employees are responsible for ALL health insurance premiums during unpaid LOA. Premium payments must be made in advance for your insurance coverage. Arrangements for such payments must be made through the City Office.

Personal Leave: Employees may be granted a personal unpaid leave of absence, for a period not exceeding one (1) year, at the discretion of his/her supervisor and administrator. All earned vacation must be taken before a personal leave is granted. Sick time MAY NOT be used for a personal leave. The City of Clara City cannot guarantee to hold a position open for an employee on a Leave of Absence. The Employer will try to reinstate the employee into a comparable position of hours and duties. If it should become necessary to fill an Employee's job while they are on a Leave of Absence, the Employee will be given a reference in filling other vacancies for which the Employee is qualified.

Medical Leave: Employees may be granted a medical leave of absence WITH OR WITHOUT pay in the event of inability to work for medical reason for a maximum of six (6) months. One extension may be granted provided the employee requests such extension in writing at least fifteen (15) calendar days in advance of the extension of the original leave. During the LOA, the employee is responsible for keeping his/her supervisor informed of progress. In LOA's of greater than two (2) weeks duration, employee must inform supervisor two (2) weeks in advance of return date. A doctor's signed release to return to work will be required for all medical LOA's.

Bone Marrow Leave: In accordance with Minnesota Law, employees may be granted a paid leave for undergoing medical procedures to donate bone marrow. Full time employees immediately prior to the leave qualify for the paid leave. The combined length of leaves for this purpose may not exceed forty (40) hours. Verification by a physician of the purpose and length of the leave is required. At the conclusion of a bone marrow leave, the City of Clara City will reinstate the employee into a comparable position of hours and duties.

Education Leave: Employees may be granted a leave of absence without pay to further their education for a period not to exceed one (1) year. All earned vacation must be used before an education leave will be granted. Sick time MAY NOT be used for education leave.

Military Leave: Members of the National Guard or other reserve units who are required to take part in a two (2) week training exercise can arrange to take vacation time if eligible or obtain a leave of absence without pay. An employee who is called into active service with the armed forces under a Federal or State statute will be re-employed in accordance with the provisions of the applicable statutes provided that individual is able and qualified to perform the duties of the job available.

Family Leaves of Absence: Full time employees immediately prior to the leave, may be granted the following family leaves. An employee is entitled up to twelve (12) weeks of leave during a twelve (12) month period. A twelve (12) month period is measured backward from the date an employee uses any leave under the Act. A written request at least thirty (30) days in advance, whenever possible, is required.

School Conference and Activities Leave: Employees who give proper notice will be granted up to sixteen (16) hours during a school year for the purpose of attending school conferences and activities of the employee's child, provided that such conferences and activities cannot be scheduled during non-work hours. Employees are required to give two (2) week notice whenever possible. This leave time is unpaid unless employees choose to use available vacation time.

Sick Child Care Leave: Employees are permitted to use personal sick leave benefits for a child's illness. The amount of leave is limited to the employee's available sick leave benefits. As with employees, the employer may require a physician's medical statement as evidence that the employee's child was ill. This statement may be required whenever the employer deems it necessary or reasonable.

Care of Sick Spouse: Employees are permitted to use personal sick leave benefit accumulated in excess of 240 hours for a spouse's illness. As with employees, the employer may require a physician's medical statement as evidence that the employee's spouse was ill. This statement may be required whenever the employer deems it necessary or reasonable.

Care of Sick Relative: Employees are permitted to take vacation or leave without pay to care for a sick relative. A sick relative is defined as a parent with serious health condition.

Birth or Adoption Leave: Employees may take up to twelve (12) weeks of absence in connection with a birth or adoption of a child. Both mothers and fathers may take this leave. This leave may begin up to six (6) weeks after the child leaves the hospital. At the conclusion of a birth or adoption leave, the City will reinstate the employee into a comparable position of hours and duties.

#### Section 2 – Jury or Witness Duty

When an employee performs jury duty or is a subpoenaed as a witness in court or voluntarily serves as a witness in a case in which the City is a party, the employee is entitled to compensation from the City equal to the difference between his/her regular pay and the amount received as a juror or witness.

#### Section 3 – Resignation

Any employee wishing to leave the municipal service in good standing shall file within 2 weeks before leaving a written resignation.

Subsection 3 A. In order to be considered adequate, Employees are required to give written notice two (2) weeks in advance of their desire to terminate employment, such notice not to include the use of any available vacation time. Failure to provide this adequate written notice of intention to terminate will result in the loss of any accrued benefits. Any Employee discharged for just cause may also forfeit any and all accrued benefits.

Subsection 3 B. Any outstanding obligations to the City of Clara city must be satisfied before the issuance of an Employee's final paycheck.

Subsection 3 C. Any former Employee seeking re-employment may be eligible for rehire but would be classified as a "new" employee.

#### Section 4 – Layoff

No permanent employee shall be laid off while there is a temporary, seasonal, or probationary employee serving in the same class or position for which the permanent employee is qualified, eligible, and available. Every effort shall be made to arrange for permanent employees regardless of the weather, the season of the year, and the nature of the work, to the extent reasonably possible. Seniority will be the determining criteria for layoffs.

If a layoff does occur, the affected employee shall be provided a written notice thirty (30) calendar days prior to layoff.

During the notice period the affected employee shall be allowed to use accrued vacation and comp time off, with approval of the City Administrator and when such time would not interfere with the operation of the City.

Employees on lay off shall retain recall rights for a period of three (3) years from the date of layoff. In the event the employee does not return to work within fourteen (14) days after the date of recall or on any other date mutually agreed upon by the employee and the employer, the employee shall waive the right to return.

Employees reemployed following lay off shall retain all seniority, longevity and vacation accrual levels if recalled within three (3) years from the last date of employment with the City.

## ARTICLE 8 - HOLIDAYS

### Section 1 – Holidays

The following are paid holidays for full time employees by the City of Clara City:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Columbus Day

For employees who work a Monday through Friday schedule, and a holiday falls on Saturday, the preceding Friday will be considered the official holiday. When a holiday falls on Sunday, the following Monday will be considered the official holiday. All other holidays shall be observed on the calendar day on which it falls.

### Section 2 – Eligibility

Days recognized as holidays which occur within an employee's approved and compensated vacation or sick leave period will not be chargeable to the employee's vacation or sick leave.

### Section 3 – Work on a Holiday

Police Department employees shall receive an annual 80-hour Holiday bank.

Employees scheduled to work on a holiday shall receive time and one-half hours worked.

Employees called in to work on a holiday shall receive 2x the base rate of pay for hours worked.

Holidays are considered as hours worked for the purposes of computing overtime and fringe benefits.



## ARTICLE 9 -DISCIPLINE

### Section 1 – General

Employees shall be subject to disciplinary action for failure to fulfill their duties and responsibilities, including observance of work rules adopted by the City Council. Except that minor work deficiencies shall first be brought privately to the employee's attention.

It is the policy to administer discipline without discrimination. Every disciplinary action shall be for just cause.

### Section 2 – Investigation

There shall be a fair investigation conducted by the Employer for any allegation on which disciplinary action might be based before any disciplinary action is taken.

The employer may place an employee who is the subject of a disciplinary investigation on an investigatory leave with pay provided a reasonable basis exists to warrant such a leave.

The Employer shall not meet with an employee for the purpose of questioning the employee during an investigation that may lead to discipline of that employee without first advising the employee of the nature of the investigation and offering the employee an opportunity for Union representation. Any employee waiving their right to such representation must do so in writing prior to the questioning.

### Section 3 – Disciplinary Action Steps

Except for severe infractions, disciplinary action against any employee shall be progressive and follow the steps listed below in numerical order. All discipline is subject to the Grievance process outlined in Article 9.

1. Oral reprimand
2. Written reprimand

A written reprimand shall state the reason the employee is being warned for misconduct, describe the misconduct, describe past actions taken by the direct supervisor to correct the problem, urge prompt correction or improvement by the employee, include timetables and goals for improvement when appropriate, and outline future penalties should the problem continue.

The employee and the Union shall be given a copy of the reprimand and sign the original acknowledging that he/she has received the reprimand. The signature of the employee does not mean that he/she agrees with the reprimand.

The reprimand shall be placed in the City's file on the employee but shall be removed from the file after 6 months from the date of issuance if there has been

no subsequent reprimand and no other disciplinary action has been instituted.

3. Suspension without pay.

Prior to the suspension or as soon thereafter as possible, the employee and the Union shall be notified in writing of the reason for the suspension and its length. Upon the employee's return to work, he/she shall be given a written statement outlining further disciplinary actions should the misconduct continue.

The suspension shall be placed in the City's file on the employee but shall be removed from the file after one (1) year from the date of issuance if there has been no subsequent discipline.

4. Dismissal

The City Council may dismiss any employee after the employee and the Union is given notice in writing at least five (5) work days before the effective date of the dismissal. The notice shall contain the reasons for the dismissal, the employee's rights under the contract with the Union, and the Veterans' Preference Law (if it applies).

## ARTICLE 10 – GRIEVANCE PROCEDURE

### Section 1 - Definition

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this collective bargaining agreement.

### Section 2 - Procedures

The Employer and the Union will attempt to resolve all grievances in the following manner: First, all employees are encouraged to attempt to resolve any disagreement on an informal basis with the immediate supervisor, as designated by the Employer. If the matter is not resolved by informal discussion, it shall be settled in accordance with the following procedure.

The time lines in any step of the grievance procedure may be waived or extended by mutual agreement of the Employer and the Union.

The Employer and the Union may mutually agree to skip a step in the Grievance Procedure.

Step One: The Union shall present the grievance in writing, to the supervisor within fifteen (15) days of the employee or the Union becoming aware of its occurrence. Within ten (10) calendar days after receiving the written grievance, the supervisor shall arrange a meeting with the Union's representative with the grievant and attempt to resolve the grievance. The supervisor shall give their written answer to the Union Representative within ten (10) calendar days of the meeting. The Union may appeal the grievance in writing to Step 2 within ten (10) calendar days after the supervisor's written answer is

received.

Step Two: Within ten (10) calendar days following the receipt of a grievance appealed in writing from step one; the City Administrator shall arrange a meeting with the Union Representative in an attempt to resolve the grievance. The City Administrator shall give their written answer to the Union Representative within ten (10) calendar days of the meeting.

Step Three: Mediation - If no settlement is reached at Step Two, either party may petition to the Minnesota Bureau of Mediation Services within thirty (30) days. Upon assignment of a Mediator by the Bureau, a mediation session will be scheduled within fourteen (14) working days to attempt to resolve the dispute. Any recommendations of the Mediator may be considered by the Arbitrator if the grievance subsequently proceeds to step four.

Step Four: Arbitration - If no settlement is reached at Step Three, the grievance shall be submitted to arbitration by notification to the employer by the Union and their intent to arbitrate the grievance within thirty (30) days of the step two response or completion of mediation.

### Section 3 — Arbitration

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 in writing by the Employer and Union and shall have no authority to make a decision on any other issue not submitted to them.

The decision of the Arbitrator shall be final and binding on the parties. Either party may make a request of the Commissioner of the Bureau of Mediation Services, State of Minnesota, to furnish a list of seven (7) prospective arbitrators. From this list, each party shall, in turn, strike one name until one name remains, and the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. A hearing on the grievance shall be conducted promptly by the Arbitrator, and a decision shall be rendered within thirty (30) days of the date of the hearing. All expenses and costs of the Arbitrator shall be shared and assessed equally to the parties.

## ARTICLE 11 - COMPENSATION

A wage rate chart for 2021(see “Appendix A – Wage Rate Chart for 2021”) will be adopted commensurate with the first pay full period for 2021. Each Employee’s initial placement as to Grade Level and Steps will be as negotiated and will be reflected in the chart entitled “Appendix E – Job Classification and Incumbents.”

There shall be a general wage increase to all salary schedules and/or wage charts for the first full pay period in January 2022 of 5.0% (see “Appendix B—Wage Rate Chart for 2022”). Employees eligible for step movement shall advance one step on their schedule.

There shall be a general wage increase to all salary schedules the first full pay period in January 2023 of 5.0% (see “Appendix C—Wage Rate Chart for 2022”). Employees eligible for step

movement shall advance one step on their schedule.

Employees hired after January 1, 2015 shall receive future step adjustments on their anniversary date of hire. Employees hired on or before January 1, 2015, shall receive future step adjustments on the first of each year.

## ARTICLE 12 - INSURANCE

### Section 1 - Health Insurance

The employer shall offer health insurance to eligible employees under the provision of the City's Group Health Plan.

Full time employees, who have successfully completed their initial probation period, are eligible for health insurance coverage under the terms and conditions of the City's Group Health Plan. The employer shall contribute 100% of the cost of a single policy, plus any annual increase in premium towards health insurance premium. Dependent coverage for spouse and children is available at the employee's expense.

For employees who have received an authorized medical leave of absence and have exhausted their sick pay benefits, the City will continue to pay the employer's contribution only of the health insurance premium for a period up to three (3) month in a twelve (12) month period of time. The employee will have the option of continuing insurance coverage at their own expense for a period not to exceed nine (9) months.

### Section 2 - Health Care and Dependent Care Spending Accounts

Under the City of Clara City's Flex Plan an employee has the opportunity to participate in two (2) tax free spending accounts. These accounts are for the purpose of Health Care and Child Care Expenses. This option is available to all employees who have completed their initial probation period. Employees can enroll upon completion of their initial probation period and during the Annual Enrollment Period.

### Section 3 - Post Retirement Coverage

Individuals reaching retirement should contact the City Office at least ninety (90) days prior to retirement in order to assess premium and coverage options available.

### Section 4 – Health Savings Account (HSA)

The Employer shall contribute \$60.42 monthly into a Health Savings Account (HSA) for employees covered under single coverage.

Employees of the City of Clara City that meet the criteria to be eligible for health insurance and the Health Savings Account Deposit of \$725/year by the City of Clara City but for reasons outside their control are unable to participate in the benefit (i.e., Covered by Medicare, Spouses

insurance plan or IRS guidelines that would preclude your participation) will be able to collect the same \$725. This \$60.42/month is only to be paid to the employee during the time he/she would be eligible for health insurance. This income will be added to their W-2 as taxable gross wages. The maximum yearly benefit for employees eligible for either program is \$725.00. Proof of other insurance must be provided in order to receive the benefit.

#### Section 5 – Basic Term Life Insurance Benefits

Life Insurance: The Employer shall pay the premium for a life insurance policy in the amount of \$10,000 for all eligible employees working 20 hours per week or more.

### ARTICLE 13 – UNIFORM/EQUIPMENT ALLOWANCE

All clothing and equipment damaged during the course of performing the employee's job will be replaced by the Employer. This does not include clothing and equipment damaged through normal wear and tear.

Employees who are required to wear uniforms by the City shall receive an annual payment of three hundred (\$300) payable upon the Employee furnishing receipts to the City as proof of purchase of said uniform.

### ARTICLE 14 – LEGAL SERVICES

Except in cases of malfeasance in office or willful or wanton neglect of duty, the City shall defend, save harmless or indemnify an employee against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of the employee's duties. Such decisions by the City will be made on the merits of each individual occurrence.

### ARTICLE 15 - EXPENSES

#### Section 1 - Training

The City will pay necessary and reasonable expenses incurred by employees to attend training sessions, workshops, or conferences. Employees may be reimbursed for the following expenses: lodging, meals, mileage, registration, and time upon submission of receipts accompanied by the reimbursement request.

Subsection 1 A. The Employer shall pay all tuition and textbook costs for schooling as may be 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.

Subsection 1 B. The Employer shall pay the costs for renewal of necessary licenses.

Subsection 1 C. The Employer shall provide Employees with a City vehicle to do required City business or shall reimburse Employees for use of personal vehicles to do

required City business involving travel at the current IRS mileage reimbursement rate. The Employee shall notify and receive approval of their Department Head in advance of out of town travel when using their personal vehicle.

Subsection 1 D. All training required by the Peace Officers Standards and Training Board (POST) and costs related to maintaining a license as a certified Police Officer will be paid by the City.

### ARTICLE 16 – SAVINGS CLAUSE

This Agreement is intended to be in conformity with all applicable and valid federal and state laws and rules and regulations promulgated there under having the force and effect of law. In the event that any provision of this Agreement is found to be inconsistent with such statutes, rules or regulations, the provisions of the latter shall prevail. If any provision of this Agreement is found to be invalid or unenforceable by a court or other competent authority having jurisdiction, then such revisions shall be considered void, but all other valid provisions shall remain in full force and effect.

To the extent that the terms of this agreement and the Personnel Policy of the City of Clara City, Minnesota conflict, the terms of the terms and conditions of employment set forth in this agreement shall control.

### ARTICLE 17 – MUTUAL CONSENT CONTINGENCY

This Agreement may be amended at any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

### ARTICLE 18 – NO STRIKE – NO LOCKOUT

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.

The Employer will not engage in, instigate, or condone any lockout of employees.

### ARTICLE 19 -- DURATION OF AGREEMENT

The provisions of this Agreement cancel and take the place of all previous agreements and shall become effective as of January 1, 2021 and shall remain in force and effect through December 31, 2023 except as otherwise provided.

This agreement shall remain in effect until a new Agreement or contract supersedes it. Either party wishing to amend this agreement shall notify the other in writing at least 90 days prior to the date of expiration of this Agreement.

## SIGNATURE BLOC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

On behalf of the:

**CITY COUNCIL  
CITY OF CLARA CITY, MINNESOTA**

By: *Gary Nelson*  
Mayor

Gary Nelson  
Print name

By: *Julie Aarts*  
City Clerk

Julie Aarts  
Print name

On behalf of the:

**AMERICAN FEDERATION OF STATE  
COUNTY & MUNICIPAL EMPLOYEES**

By: *John Lynch*  
Essential Unit Member

John Lynch  
Print name

By: *Angie Lien*  
AFSCME Council 65 Representative

Angie Lien  
Print name

**APPENDIX A, B and C  
LOCAL UNION NO. 1686  
MINNESOTA COUNCIL NO. 65  
CLARA CITY ESSENTIAL UNIT**

			C	B	A			
244 Police	\$26.93	\$26.27	<del>\$25.79</del>	<del>\$24.65</del>	\$23.51	\$22.82	\$22.16	2021
			5%	5%	9%			<del>2022 and 2023</del>

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is entered into as of December 30, 2021, between **THE CITY OF CLARA CITY** (the “Employer”) and the exclusive representative of **AFSCME COUNCIL 65, LOCALS 1686-0018, 1686-0019 and 1686-0024** (“Union”). The Employer and Union are referred to at times in this Agreement individually as a “Party” and collectively as the “Parties.”

**Whereas**, the Employer and the Union desire to offer the following wage schedule for the AFSCME bargaining unit employees within the General Unit, Police Essential and the Police Chief Unit.

Points	Job	Year 5	Year 4	Year 3	Year 2	Year 1	6 months	Start
189	Maintenance I	\$21.09	\$20.47	\$19.87	\$19.29	\$18.72	\$18.19	\$17.66
200	Administrative Clerk	\$21.41	\$20.78	\$20.18	\$19.59	\$19.01	\$18.49	\$17.93
230	PP Place (Vacant)	\$21.73	\$21.10	\$20.48	\$19.89	\$19.30	\$18.79	\$18.20
244	Police	\$26.93	\$26.27	\$25.79	\$24.65	\$23.51	\$22.82	\$22.16
252	Maintenance II	\$26.98	\$26.19	\$25.43	\$24.69	\$23.98	\$23.27	\$22.60
328	City Clerk	\$29.20	\$28.34	\$27.51	\$26.71	\$25.93	\$25.17	\$24.44
328	Finance (Vacant)	\$29.20	\$28.34	\$27.51	\$26.71	\$25.93	\$25.17	\$24.44
354	P. Chief	\$32.72	\$31.77	\$30.84	\$29.94	\$29.07	\$28.22	\$27.40
354	PW Director	\$32.72	\$31.77	\$30.84	\$29.94	\$29.07	\$28.22	\$27.40

**AFSCME Police Chief monthly on call stipend for 2022 & 2023: \$150.00/month**

**AFSCME City General Unit: Varies (Administrative Clerk, PPP, City Clerk, Finance Director, Maintenance I & II) amounts shown above. 2022 and 2023 wages are highlighted!**

**Addition of an Administrative Clerk position to the General bargaining unit.**

**Includes Police Essential Unit**

**Finance Director Position (vacant) and PPP (vacant 12/31/21)**

**Therefore, the following shall apply:**

1. AFSCME Employees at the City of Clara City will receive the above mentioned wages in 2022 and 2023.



2. Administrative Clerk will be added to the general bargaining unit at the wages listed above.
3. Finance Director and PPP Director Positions are vacant, but positions remain on the schedule in the event they are filled in the future.

**Employer:**

Stu Jones  
City Administrator

Date: 2/3/2022

Anthony Quinn  
Mayor

Date: 3/31/2022

**For the Exclusive Representative:**

Angie Biew  
AFSCME Labor Representative

Date: 2-3-2022

[Signature]  
AFSCME Chapter Chair -General

Date: 3-30-22

Douglas M. Wood  
AFSCME Chapter Chair - Police Chief

Date: \_\_\_\_\_

N/A  
AFSCME Police Essential Unit

Date: N/A