

Labor Agreement

Between the City of Rushford

And

**American Federation of State, County, and
Municipal Employees, AFL-CIO, Council 65
Local 1944-3, Patrol Officers**



January 1, 2021 through December 31, 2023

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ARTICLE I. PURPOSE

- 1.1 This Agreement, entered into by the City of Rushford, hereinafter referred to as the "EMPLOYER", and Local 1944, 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. The EMPLOYER, the UNION, and EMPLOYEES agree to treat each other with respect and dignity.
- 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 and all other applicable federal and state laws, rules, and regulations.

ARTICLE II. 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 essential EMPLOYEES in the City of Rushford Police Department who are 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.
- 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.

ARTICLE III. PRODUCTIVITY

- 3.1 The EMPLOYER and the UNION mutually recognize the need to maintain and improve productivity in the various operations of the City. To this end, the UNION will cooperate with the EMPLOYER in 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.

ARTICLE IV. UNION SECURITY

- 4.1 The EMPLOYER agrees to deduct once each month UNION dues from the wages of EMPLOYEES who have authorized in writing such a deduction. Any EMPLOYEE who is not a UNION member shall, as a condition of employment, have deducted once each month from their wages a fair share charge toward administration of the Contract. The Treasurer of the UNION shall certify the amount of the UNION dues and fair share fees to be deducted to the EMPLOYER, 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 The UNION shall 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 by the EMPLOYER under the provision of this Article.
- 4.3 The UNION may designate certain EMPLOYEES from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choices.
- 4.4 Section A. 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 B. 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 C. 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.

- 4.5 No more than one (1) EMPLOYEE who is a member of the UNION bargaining committee shall be paid for attending bargaining sessions held during their working hours.
- 4.6 With advance notice, the Staff Representative of the UNION shall be permitted to enter the facilities of the EMPLOYER where EMPLOYEES covered by this Contract are working, so long as the Staff Representative does not interfere with the overall performance of the EMPLOYEE'S job duties. This clause only covers the conduct of UNION Business.
- 4.7 No EMPLOYEE shall suffer a loss of benefits or be discriminated against due to membership status in the UNION.

- 4.8 Nothing contained in this agreement shall be construed to limit, impair or affect the right of any EMPLOYEE or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment.
- 4.9 The EMPLOYER agrees to allow the UNION reasonable space on EMPLOYEE Bulletin Boards to post UNION notices and announcements.

ARTICLE V. MANAGEMENT RIGHTS

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment in all aspects including, but not limited to, the right to plan, direct, establish, change, eliminate, and control all operations, functions, programs, work rules, personnel policies, and services in the City of Rushford to determine the utilization of technology, to determine whether goods or services should be made or purchased, to establish and modify the organizational structure, to select, direct, determine the number of personnel, and to perform any other inherent managerial functions not limited by this Agreement.

ARTICLE VI. EMPLOYER SECURITY

- 6.1 The UNION agrees that during the life of this Agreement, it will not cause, encourage, participate in, or support any strike, slow down or other interruption of or interference with the normal functions of the EMPLOYER and will enforce this among the UNION membership.
- 6.2 Any EMPLOYEE who engages in a strike may have their employment terminated by the EMPLOYER effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the EMPLOYEE.
- 6.3 Any EMPLOYEE who is absent from any portion of their work assignment without permission, or who abstains wholly or in part from the full performance of their duties without permission from their EMPLOYER on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates.
- 6.4 Any EMPLOYEE who knowingly strikes illegally and whose employment has been terminated for such action may, subsequent to such violations, be appointed or reappointed, or employed or re-employed at the discretion of the EMPLOYER but the EMPLOYEE shall be on probation for one year with respect to such civil service status, tenure of employment, or contract of employment, as they may have theretofore been entitled.
- 6.5 No EMPLOYEE shall be entitled to any daily pay, wages, or per diem for the days on which they engaged in a strike.

ARTICLE VII. DEFINITIONS

The terms used in this Agreement shall be defined as follows:

- 7.1 BASE PAY RATE: The EMPLOYEE'S basic hourly pay rate exclusive of overtime premium or any other special allowances.
- 7.2 DEPARTMENT HEAD: The individual appointed by the City Council to serve as director of an identified City Department
- 7.3 DAYS: Unless otherwise specified, means working days.
- 7.4 REGULAR EMPLOYEE: A member of the exclusively recognized bargaining unit, as defined in the Article titled Recognition, who has completed the required probationary period and who is employed in an ongoing employment relationship. This definition includes part-time and full-time peace officers employed by the City.
- 7.5 TEMPORARY EMPLOYEE: An individual so designated by the EMPLOYER who is hired in a non-continuing position for a period of less than 67 working days or if a bona fide student 100 working days. The employment of "temporary" personnel will be primarily for vacation relief, seasonal, and emergency work situations.
- 7.6 UNION: Local 1944, Council 65, AFSCME, AFL-CIO.
- 7.7 EMPLOYER: City of Rushford City Council or designated representative
- 7.8 CALL-BACK: Return of an EMPLOYEE to a specified work site to perform assigned duties at the express authorization of the DEPARTMENT HEAD at a time other than an assigned shift. An extension of or early report to an assigned shift is not a callback.
- 7.9 EMPLOYEE: A member of the exclusively recognized bargaining unit as defined in the term Article 2 of this agreement and PELRA.
- 7.10 PELRA: The Public EMPLOYEES Labor Relations Act as contained in Minnesota Statutes
- 7.11 IMMEDIATE FAMILY: The immediate family includes the spouse, children, step-children, foster children, parents, step-parents, siblings, grandparents, step-grandparents, grandchildren, step-grandchildren, aunts, uncles, nieces, nephews, of the EMPLOYEE or the EMPLOYEE'S spouse and other bona fide permanent member of the EMPLOYEE'S household who has been a member of the EMPLOYEE'S household for at least two (2) years.

- 7.12 PREMIUM PAY: Payment for hours worked on Holidays at a rate of 1 ½ times the EMPLOYEE'S base. Premium pay shall be earned for hours worked on said eligible dates regardless of the number of hours worked during the week. Hours worked over 40 hours per week are considered overtime hours and not premium pay. Unscheduled call backs would be paid at the premium rate subject to Article 13.1.
- 7.13 STANDBY-ON CALL: Time when EMPLOYEE has worked his/her scheduled shift but is subject to call out.

ARTICLE VIII. GRIEVANCE PROCEDURE

- 8.1 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.
- 8.2 Processing a Grievance. The aggrieved EMPLOYEE and a UNION Steward or Officer shall be allowed a reasonable amount of time without loss of pay, when a grievance is investigated and presented to the EMPLOYER during normal working hours.
- 8.3 Grievances shall be resolved in the following manner:
- Step 1. An EMPLOYEE and/or the UNION Steward claiming a violation of the terms of this Agreement shall within ten (10) working days after the occurrence of the event giving rise to the grievance, or ten (10) working days after the EMPLOYEE, through use of reasonable diligence, gained knowledge of the occurrence, meet on an informal basis with the Chief of Police, in an attempt to resolve the grievance. The Chief of Police shall attempt to resolve the grievance within ten (10) working days.
- Step 2. In the event the grievance is not satisfactorily resolved by the Supervisor, the EMPLOYEE and/or UNION Steward shall reduce the alleged grievance to writing to serve it upon the City Administrator within ten (10) working days following the receipt of the EMPLOYER'S Step 1 answer.
- 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. Within ten (10) working days following written receipt of the grievance, the City Administrator 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. If the grievance remains unresolved, the UNION may proceed to Step 3 within ten (10) working days following receipt of the EMPLOYER'S Step 2 answer by presenting the grievance in writing to the City Council. The City Council shall meet with the grieving

parties within ten (10) working days after receiving notice of the UNION'S intention to proceed with the grievance pursuant to Step 3.

- Step 4. In the event the grievance is not settled at Step Three, either party may submit the matter to the Minnesota Bureau of Mediation Services for mediation assistance in resolution of the grievance prior to proceeding to arbitration.
- Step 5. If the parties are unable to reach agreement within ten (10) working days after the Step 4 meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration. The Bureau of Mediation Services will be petitioned for a list of arbitrators within ten (10) working days after the notice of the intent to arbitrate is served on the City.
- 8.4 In the event grievance arbitration becomes necessary, a list of five 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 a coin flip.
- 8.5 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.
- 8.6 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.
- 8.7 The decision regarding the grievance shall be binding upon both parties, and the parties shall share equally the costs and fees of the arbitrator.
- 8.8 Choice of Remedy. If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an EMPLOYEE who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VIII or to a procedure such as the Rushford Personnel Rules, Veterans' Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VIII, the grievance is not subject to the arbitration procedure as provided by Step 4 of Article VIII. The aggrieved EMPLOYEE shall indicate in writing which procedure is to be utilized - Step 4 of Article VIII, or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved EMPLOYEE from making a subsequent appeal through Step 4 of Article VIII.

8.9 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limit, the grievance shall be considered settled on the basis of the remedy requested in the Union's last grievance form. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

ARTICLE IX. DISCIPLINE AND DISCHARGE

9.1 The EMPLOYER shall have the right to discipline EMPLOYEES only for just cause.

9.2 The EMPLOYER recognizes that pursuant to Minnesota State Statute 626.89, every licensed peace officer is guaranteed certain due process or fairness protections while the subject of "formal statement" as part of an investigation that ultimately could result in disciplinary action. The EMPLOYER agrees to abide by all of the provisions of the Statute (See Appendix D).

9.3 The EMPLOYER recognizes and will advise the EMPLOYEE of their right to have an attorney or UNION representative present during any interview that may result in discipline of the EMPLOYEE. Reasonable opportunity shall be provided for the EMPLOYEE to obtain such representation if he/she chooses.

9.4 Disciplinary action by the EMPLOYER shall be issued in a progressive manner and include:

- A. Oral reprimand, or
- B. Written reprimand, or
- C. Suspension, or
- D. Demotion, or
- E. Discharge.

9.5 The EMPLOYER agrees to limit suspension to ten (10) days and give written notice of such action provided however, that an arbitrator may impose a penalty beyond the ten (10) day limit.

9.6 Other than oral reprimands, written documentation of disciplinary actions shall be entered into the EMPLOYEE'S personnel file. Each written entry shall be read by the EMPLOYEE and acknowledged by signature of the EMPLOYEE. A copy of each disciplinary action shall be given to the EMPLOYEE and one copy mailed to the President of the UNION.

- 9.7 EMPLOYEES shall have the right, upon written request, to review the contents of their own personnel file at discretion of the EMPLOYEE during normal working hours in the presence of a representative of the EMPLOYER.
- 9.8 All references to and documentation of a disciplinary action due to minor offenses shall be removed after a period of one (1) year if no further violations have occurred. All references to and documentation of other disciplinary action shall be removed from an EMPLOYEE'S personnel file two years after the occurrence of the event giving rise to the disciplinary action, provided there are no recurrent episodes. If there are recurring episodes, the two years will start over after a recurring episode.

ARTICLE X. PROBATIONARY PERIODS

- 10.1 All personnel hired to a permanent employment status shall serve a three (3) month 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. The probationary work period may be extended an additional three (3) months by mutual agreement of the UNION and the EMPLOYER.
- 10.2 All permanent personnel serving a probationary period shall earn sick leave benefits and vacation benefits in accordance with Vacation and Sick Leave Articles. During the probationary period, EMPLOYEES may accumulate sick leave and vacation, but shall not be entitled to use earned vacation until the completion of the probationary period.
- 10.3 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, which will include the reason for termination, and a copy will be sent to the UNION.
- 10.4 EMPLOYEES promoted to a higher job classification shall serve a three (3) month 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.
- 10.5 At any time during the promotional 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, a copy of which will be sent to the UNION.
- 10.6 EMPLOYEES shall have the right, during a promotional probationary period, to voluntarily demote to their previously held job classification, upon written request.

- 10.7 EMPLOYEES serving a probationary period based on a promotion shall suffer no loss or reduction of benefits provided in the Agreement.
- 10.8 Personnel hired in a "temporary" employment status shall be employed for a period not to exceed sixty-seven (67) (100 days if a bona fide student) working days. "Temporary" personnel shall be compensated at the appropriate hourly wage rate set by the EMPLOYER.

ARTICLE XI. HOURS OF WORK

- 11.1 The sole authority in assigning work schedules is the Chief of Police. The Rushford City Council reserves the right to determine the overall workweek within statutory limitations. The normal workday for an EMPLOYEE of the Police Department shall be no less than eight (8) consecutive hours per day and the normal workweek shall be forty (40) hours in a week. Split shifts shall not be scheduled except by mutual agreement of the Chief of Police, affected EMPLOYEE and the UNION.

EMPLOYEES shall be scheduled to work on a regular work shift, except in cases of emergency and each work shift shall have a regular starting and quitting time. Any work scheduled over the established work shift or forty (40) hours in a workweek shall be considered as overtime. If the City shall deem a change in shift necessary, the City will give the UNION and EMPLOYEE a two (2) week notice as to the change.

Holidays: Premium Time (Payable at time and one-half (1 ½)

- 11.3 In the event that work is required because of unusual circumstances such as (but not limited to) critical incidents, officer injury, officer illness, child abduction or murder, it may be required for an EMPLOYEE to work different hours other than normal shifts. Each EMPLOYEE has an obligation to work overtime or callbacks, if requested, unless unusual circumstances prevent them from so working. No notice is required under this provision. Overtime refused shall be counted as overtime not worked.
- 11.4 Every EMPLOYEE on standby/on-call shall receive three dollars and fifty-one cents (\$3.51) for each hour of standby/on-call served beginning 1/1/2021. This amount shall increase to three dollars and sixty-one cents (\$3.61) on 1/1/2022. This amount shall increase to three dollars and seventy-two cents (\$3.72) on 1/1/2023.

ARTICLE XII. OVERTIME

- 12.1 The DEPARTMENT HEAD shall have the right to require EMPLOYEES to work additional time. The EMPLOYER reserves the right to oversee and limit the use of overtime.

- 12.1A Every regular EMPLOYEE of this Bargaining Unit shall receive overtime pay at the rate of one and one half (1 ½) times their regular rate of pay for all hours worked during celebrations, festivals, parades, or any other City activity requiring police officer presence that are not part of the normal work schedule. Unscheduled time worked and call-out time worked shall be considered overtime.
- 12.2 Conditions and rate at which overtime premiums will be paid: Hours worked in excess of normal work shift hours per work day will be compensated at the rate of one and one-half (1½) times the EMPLOYEE'S regular base pay rate.
- 12.3 Hours worked in excess of forty (40) hours per workweek will be compensated as overtime or compensatory time off at the rate of one and one-half (1½) times the excess hours worked.
- 12.4 The UNION recognizes that certain projects cannot be shut down at the end of the regular workday. EMPLOYEES needed to complete the project can be required by the DEPARTMENT HEAD to work an extended day.
- 12.5 The DEPARTMENT HEAD will offer overtime as equally as possible among EMPLOYEES in the same job classification.
- 12.6 Refusal to work shall be recorded and counted as overtime offered but not worked.
- 12.7 If, after a classification has been exhausted, insufficient EMPLOYEES have volunteered to work, then the least senior EMPLOYEE shall be required to work unless physically incapable. This procedure shall be followed until the DEPARTMENT HEAD'S needs are met.
- 12.8 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 12.9 Compensatory Time. The following compensatory (comp) time provision shall be in compliance with the Fair Labor Standards Act. Compensation will take the form of either time and one-half pay or compensatory time. Compensatory time is paid time off at the rate of one and one-half hours off for each hour of overtime worked.

Overtime earned will be paid at the rate of one and one-half on the next regularly scheduled payroll date, unless the EMPLOYEE has indicated that he/she wishes the overtime to be banked as compensatory time in lieu of payment.

- A. The maximum compensatory time hours that an EMPLOYEE can have accumulated and banked at one time is 60 hours.

- B. 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.
- C. Comp time earned will be applied for, granted, and administered under the same conditions as vacation (Article 16).

ARTICLE XIII. CALL-BACK

13.1 An EMPLOYEE called back to work after having been dismissed from the any work shift shall receive a minimum of two (2) hours pay at his/her base pay rate or the actual number of hours worked paid at one and one-half (1 ½) times the base pay rate, whichever is greater.

ARTICLE XIV. MEAL AND REST PERIODS

14.1 EMPLOYEES working a normal workday shall receive one (1) fifteen (15) minute rest period during each four (4) hours of work. If the City schedules ten (10) hour workdays, there shall be an additional fifteen (15) minute rest period scheduled.

ARTICLE XV. HOLIDAYS

15.1 The following days shall be recognized and observed as paid holidays for the EMPLOYEES:

New Year’s Day	Good Friday	Labor Day	Thanksgiving Day
Martin Luther King Day	Memorial Day	Columbus Day	Christmas Day
President’s Day	Independence Day	Veterans Day	

15.2 Any holiday falling on a Sunday will be celebrated by observing the following day as a holiday. When a holiday falls on a Saturday, the preceding day shall be observed as a holiday.

15.3 EMPLOYEES in this bargaining unit who are required by the EMPLOYER to be on duty on any holiday shall be paid time and one-half (1 ½) for the hours worked, in addition to the base pay rate.

15.4 When an EMPLOYEE is called to work on a Holiday, he/she shall receive a minimum of two (2) hours pay or one and one-half (1 ½) times the base rate of pay for the actual hours worked, whichever is greater.

15.5 By mutual agreement of the EMPLOYEE and EMPLOYER, an EMPLOYEE can work on holidays listed in Section 15.1 above and shall receive a floating holiday instead. Such traded holidays shall not be subject to the provisions of Section 15.3 above. The floating

holiday may be taken at a time mutually agreed to by the EMPLOYEE and the EMPLOYER.

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

ARTICLE XVI. VACATIONS

16.1 EMPLOYEES with the most seniority will have preference as to time of taking their vacation, if their application for vacation is made by March 15, after March 15th, vacations will be granted on a "first come first served" basis.

16.2 Vacation shall be given to EMPLOYEES as follows:

1 year or less	3.33 hours accrued per month [equals 1 week per year]
2 years	6.67 hours accrued per month [equals 2 weeks per year]
5 years	10 hours accrued per month [equals 3 weeks per year]
10 years	13.33 hours accrued per month [equals 4 weeks per year]
15 years	16.67 hours accrued per month [equals 5 weeks per year]

16.3 Vacation will not be granted in less than one (1) hour increments. Any time less than one (1) hour will be charged as one (1) hour of vacation leave.

16.4 Probationary EMPLOYEES will accrue vacation but may not use their accrued vacation until the completion of their probationary period. Accrued vacation will not be paid if an EMPLOYEE leaves employment during their probationary period.

16.4 EMPLOYEES may carry over vacation accruals from year to year but maximum accrual totals shall not exceed ten (10) working days above their annual accrual as defined in Section 16.2 above. Vacation in excess of ten (10) working days above their annual accrual will be forfeited.

16.5 An EMPLOYEE may not take more than four (4) consecutive weeks of vacation unless they are using the vacation in conjunction with sick leave.

ARTICLE XVII. LEAVES

17.1 Any request for an unpaid leave of absence shall be submitted in writing by the EMPLOYEE to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the EMPLOYEE desires. If an EMPLOYEE has utilized all available accrued vacation and sick leave, leave without pay may be granted by the EMPLOYEE'S DEPARTMENT HEAD. Authorization for leaves of absence shall be solely within the discretion of the EMPLOYER except where such leaves of absence are authorized by law.

- 17.2 EMPLOYEES required to serve on jury duty shall be granted their regular daily pay less their jury duty pay. In any case, the EMPLOYEE may keep any mileage reimbursement from jury duty service.
- 17.3 EMPLOYEES on leave of absence as provided by Federal and/or MN State Law shall continue to receive fringe benefits, to accrue seniority, and such hours shall be considered as hours worked but not for the purposes of computing overtime.

ARTICLE XVIII. SICK LEAVE

- 18.1 EMPLOYEES shall earn sick leave at the rate of eight (8) hours per month. There is no maximum accumulation of sick leave.
- 18.2 Sick leave with pay must be used only for the following reasons:
- A. Personal illness or physical incapacity which renders the EMPLOYEE unable to perform assigned job duties and responsibilities.
 - B. Required medical care.
 - C. Exposure to contagious disease under circumstances in which the health of the EMPLOYEES with whom the EMPLOYEE is associated or members of the public with whom the EMPLOYEE deals would be endangered by the EMPLOYEE'S attendance on duty.
 - D. Illness or injury to a member of the EMPLOYEE'S immediate family which requires the EMPLOYEE'S personal care and attendance. Medical verification may be required after absences of more than three (3) days.
- 18.3 An EMPLOYEE on sick leave shall inform the DEPARTMENT HEAD of this fact and the reason therefore prior to the commencement of the scheduled workday, unless circumstances prevent the EMPLOYEE from notifying the DEPARTMENT HEAD of the fact.
- 18.4 The EMPLOYER will require written medical verification of the EMPLOYEE'S absence that exceeds five (5) consecutive days.
- 18.5 An EMPLOYEE who has been unable to work for a period of time because of illness or injury may be required, before being permitted to return to work, to furnish the EMPLOYER with medical evidence that said EMPLOYEE is able to perform all significant duties of the job in a competent manner and without hazard to her/himself or others.
- 18.6 An EMPLOYEE receiving sick leave with pay who simultaneously receives compensation under Workers' Compensation Laws shall receive, for the duration of such

compensation, only that portion of his/her regular salary that will, together with said compensation, equal his/her regular salary. The accrued sick leave of the EMPLOYEE will be reduced only in proportion to the amount of compensation paid by the City.

- 18.7 All EMPLOYEES who have been continuously employed for 5 years or more will receive payment for unused sick leave upon resignation, retirement or death. The number of hours eligible for payment is calculated by taking 50% of the EMPLOYEE'S unused sick leave remaining at the time of resignation, retirement or death. The payment is computed at the actual hourly rate of pay in effect at the time of accrual utilizing the most recent eligible hours of sick leave accrued. This dollar amount may not exceed the equivalent of the most recently accrued 400 hours at the EMPLOYEE'S hourly rate of pay at the time of accrual. [For example, EMPLOYEE A has worked from January 1, 1989 through December 31, 2001 and resigns with a sick leave accrual balance of 750 hours. The eligible hours for payment are 400 hours. These would be hours accrued during the most recent 4.2 years of employment. The payment amount would be calculated by taking the EMPLOYEE'S actual hourly rate of pay at the time each hour was accrued.] In the event of the death of the employee before resignation or retirement, the payment will be made in cash to the employee's designated beneficiary or estate in the event no beneficiary is named. In the event of resignation or retirement, the City agrees that the payment will be made as "pre-tax" dollar credit to the employee's Post Retirement Health Care Savings Account administered by the Minnesota State Retirement System pursuant to Minnesota Statutes 352.98 as established in Appendix E of this Agreement.
- 18.9 An EMPLOYEE who does not utilize sick leave for any 12-month period shall upon the completion of the 12-month period receive one (1) day of vacation leave in addition to the EMPLOYEE'S normal vacation accrual.
- 18.10 In the event that an EMPLOYEE has exhausted their own sick leave accrual balance due to an extended illness or injury of the EMPLOYEE, other EMPLOYEES may choose to donate up to ten (10) working days of their personal sick leave accrual balance for use by the affected EMPLOYEE. This will result in a reduction to the sick leave accrual balance of the donating EMPLOYEE. The equivalent hours used by the affected EMPLOYEE will be paid at the rate of pay of the affected EMPLOYEE or the rate of pay of the donating EMPLOYEE whichever is less. The choice to donate sick leave will be voluntary.
- 18.11 Sick leave is considered as hours worked for the purposes of computing fringe benefits.

ARTICLE XIX. FUNERAL LEAVE

- 19.1 A leave of absence with pay shall be granted to all EMPLOYEES in the event of a death in the EMPLOYEE'S or spouse's immediate family. The time allowed depends upon travel, duties to perform in direct relation to the death, and arrangements necessary to conduct, but in no event to exceed three (3) working days. This leave shall not be

deducted from the accumulative sick leave of the EMPLOYEE.

- 19.2 An EMPLOYEE selected to be a pallbearer or act in an Honor Guard shall be allowed one-half (1/2) day leave with pay. This paid leave shall not be deducted from the EMPLOYEE'S accumulative sick leave.
- 19.3 Funeral Leave is considered as hours worked for the purposes of computing fringe benefits.

ARTICLE XX. CAFETERIA BENEFIT PLAN

- 20.1 The EMPLOYER shall offer a cafeteria benefit plan that provides EMPLOYEES a choice of the benefits including but not limited to group health insurance with aggregate benefit values no less than that of the plan in effect as of January 1, 2000, and group term life insurance for EMPLOYEES and their dependents.**
- 20.2 Effective January 1, 2021, the EMPLOYER shall contribute \$16,104.00 per full-time EMPLOYEE toward the purchase of benefits available through the cafeteria benefit plan. Effective January 1, 2021, the amount of EMPLOYER contribution for part-time EMPLOYEES shall be pro-rated based on a full-time equivalent contribution of \$10,772.00.
- Effective January 1, 2022, the EMPLOYER shall contribute \$17,004.00 per full-time EMPLOYEE toward the purchase of benefits available through the cafeteria benefit plan. Effective January 1, 2022, the amount of EMPLOYER contribution for part-time EMPLOYEES shall be pro-rated based on a full-time equivalent contribution of \$11,672.04.
- Effective January 1, 2023, the EMPLOYER shall contribute \$18,024.00 per full-time EMPLOYEE toward the purchase of benefits available through the cafeteria benefit plan. Effective January 1, 2023, the amount of EMPLOYER contribution for part-time EMPLOYEES shall be pro-rated based on a full-time equivalent contribution of \$12,810.84.
- 20.3 The EMPLOYER shall continue to offer Flexible Benefit Plans as approved by the IRS for child-care/dependent care expenses and medical expenses.
- 20.4 The EMPLOYER shall provide a Long-Term Disability Insurance program separate from the cafeteria benefit plan for all regular EMPLOYEES with the full premium paid by the EMPLOYER.
- 20.5 EMPLOYEES who experience an injury or extended illness which causes them to use their accumulated sick leave without returning to work shall be permitted to continue their participation in the Cafeteria Benefit Plan after their sick leave has been used up

and for the duration of their medical leave. During the first four months of this extended period, the EMPLOYER shall continue the regular contribution to the Cafeteria Benefit Plan. After the first four months, the EMPLOYEE shall be responsible for the entire premium for insurance coverage.

ARTICLE XXI. SENIORITY

- 21.1 Seniority shall be in accordance with EMPLOYEE'S last date of hire in the CITY. New EMPLOYEES hired shall be considered as probationary EMPLOYEES for the first three (3) months of their employment. When an EMPLOYEE finishes the probationary period, he/she shall be entered on the seniority list of the City and shall rank for seniority from the last date of employment in the CITY.
- 21.2 The EMPLOYER shall prepare a seniority list on the date of this Agreement that will show the name and job title of all EMPLOYEES entitled to seniority. The EMPLOYER will keep the seniority list up to date and will provide the UNION with an up-to-date copy annually.
- 21.3 An EMPLOYEE shall lose seniority for the following reasons only:
- A. He/she resigns.
 - B. He/she is discharged.
 - C. He/she does not return to work when recalled from layoff as set forth in the recall procedure.

ARTICLE XXII. JOB POSTING, VACANCIES AND CLASSIFICATION

- 22.1 The EMPLOYER and the UNION agree that permanent vacancies within all AFSCME bargaining units shall be filled based on the concept of promotion from within those bargaining units, provided that applicants:
- A. Have the necessary qualifications to meet the standards of the job vacancy; and
 - B. Have the ability to perform the duties and responsibilities of the job vacancy.
 - C. The AFSCME Patrol Officers Unit agrees to allow members of the City of Rushford's AFSCME Base Unit, AFSCME Police Supervisory Unit and IBEW Public Works Unit to promote into the AFSCME Patrol Officers Unit provided the above criteria are met.
- 22.2 EMPLOYEES filling a higher job classification based on the provisions of this Article shall be subject to the conditions of Article X, Probationary Periods.
- 22.3 The EMPLOYER has the right to final decision in the selection of EMPLOYEES to fill posted jobs based on qualifications, abilities, and experience. Such decisions shall be

subject to the grievance procedure. Where EMPLOYEES meet the job qualifications, and possess the required abilities, senior EMPLOYEES shall be given preference. In the event an EMPLOYEE'S seniority is bypassed, he/she shall, upon written request to the EMPLOYER, be given the reasons in writing.

- 22.4 Job vacancies within all AFSCME bargaining units will be posted for five (5) working days so members of all of the AFSCME bargaining units can sign the posting list and be considered for such vacancies. Job postings shall include the position's general duties, rate of pay, classification, and initial job assignment; this general area of job assignment on the posting shall not affect the ability of the supervisor to make job assignments. All persons desiring to apply for said vacancy shall apply within that five (5) day period, or have indicated their interest in writing to the EMPLOYER. The AFSCME Patrol Officers Unit agrees to allow members of the City of Rushford's AFSCME Base Unit, the AFSCME Police Supervisory Unit, and the IBEW Public Works Unit to sign the posting list for AFSCME Patrol Officers Unit positions
- 22.5 The EMPLOYER shall not be required to report any vacancy when a promoted EMPLOYEE reverts back to his/her former job within two months of the promotion. The EMPLOYER shall go to the previously posted list and attempt to fill the position from the other EMPLOYEES who have signed, or upon finding none of these EMPLOYEES qualified, shall hire from outside the bargaining unit. If an EMPLOYEE reverts back to his/her former position after two months of the promotion, then the EMPLOYER shall post the vacancy.
- 22.6 Pay on temporary assignment:
- A. EMPLOYEES assigned to work in a higher paid classification for a period of four (4) consecutive hours or longer shall be paid at the greater of the next highest rate on the pay schedule for said higher classification for the full period of time worked on temporary assignment in that classification.
 - B. The above stated provision shall not apply if the work is being done under supervision for the express purpose of training EMPLOYEES.
- 22.7 EMPLOYEES promoted to a higher job classification shall receive starting pay at the next highest rate on the pay schedule.
- 22.8 An EMPLOYEE who believes that their position has changed in the skill, effort, responsibility, working conditions, or other relevant work-related criteria required in the performance of the work assigned to the position may submit a request for reclassification of their position under the EMPLOYER'S job evaluation system to the EMPLOYER by September of any year. The EMPLOYER shall cause a study of the position to be conducted and submit the results to the EMPLOYEE no later than March 31st of

the year following submission of the request. Wage adjustments, pursuant to Section 22.11, related to the reclassification shall be retroactive to January 1st of the year after the EMPLOYEE request is made.

- 22.9 The EMPLOYER shall, with UNION input, develop a schedule of classification reviews no later than thirty (30) days after ratification of the agreement that results in one-third (1/3) of all bargaining unit positions being reevaluated per year on a rotating basis. In the event of a reclassification, wage adjustments, pursuant to Section 22.11, related to the reclassification shall be retroactive to January 1st of the year in which the reevaluation is scheduled.
- 22.10 In the event a reclassification results from a job reevaluation done pursuant to Sections 22.9 or 22.10 above, incumbent EMPLOYEE(s) shall be considered to be reclassified with the position. In the event of an upward reclassification, incumbent EMPLOYEES shall be placed on the step of the new salary grade level which results in a minimum of a three percent (3%) wage increase over their current wage step or step 1 of the new salary grade level, whichever is greater. In the event of a downward reclassification, the wage of the incumbent EMPLOYEE shall be frozen until such time as the pay salary schedule meets or exceeds the incumbent's wage.

ARTICLE XXIII. NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION PROGRAM

- 23.1 It is agreed by the EMPLOYER and the UNION that both parties shall provide for equal employment opportunities and will not discriminate against any EMPLOYEE on the basis prohibited by state or federal law such as membership in the UNION without regard to race, color, religion, national origin, political affiliation, disability, marital status, status with regard to public assistance, sex, age, or criminal record or any other protected class.

ARTICLE XXIV. SAFETY

- 24.1 The EMPLOYER and the UNION agree regarding the necessity of establishing safe and healthy working conditions. EMPLOYEES are obligated to cooperate in the implementation of reasonable regulations establishing such conditions.
- 24.2 The EMPLOYER shall meet with the EMPLOYEE safety committee at least once every two months. The EMPLOYEE committee is to be comprised of no more than three (3) EMPLOYEES, and meetings are to be restricted to no more than two hours in length and are to be scheduled at a time during the work day so as to least disrupt the work day.
- 24.3 The EMPLOYER shall furnish EMPLOYEES with any required (OSHA or City policy) safety equipment not including a bulletproof vest. Such equipment will be assigned to affected EMPLOYEES and shall only be used for City employment purposes. Any

EMPLOYEE authorized to purchase such equipment (e.g. boots, prescription safety glasses, lenses, and frames) may do so and the EMPLOYER will reimburse the EMPLOYEE up to the EMPLOYER-paid amount (EMPLOYEE pays any excess with cash or through a payroll deduction) provided that the equipment meets or exceeds all ANSI/OSHA/EMPLOYER standards and/or specifications. The EMPLOYER-paid amount shall equal the cost of purchasing the minimum-required safety equipment.

Probationary EMPLOYEES shall purchase at their own expense any personalized safety equipment and upon successful completion of their probationary period will be reimbursed at the normal EMPLOYER-paid amount (EMPLOYEE pays any excess).

EMPLOYEES shall provide reasonable maintenance and care for such equipment and assure that it is not carelessly abused or neglected. The EMPLOYER will replace or repair such equipment when required by normal wear and tear or by bona fide accidental damage. The EMPLOYER shall replace lost, stolen or abused equipment. If the City determines that the equipment was lost, stolen, or abused due to willful negligence by the EMPLOYEE, said EMPLOYEE shall be responsible for the cost of said equipment. This clause is subject to the grievance procedure.

Any equipment purchased with EMPLOYER money, or for which the EMPLOYEE has been reimbursed, will be promptly returned upon leaving City employment and before receiving their last paycheck

- 24.4 Fitness for Duty Exams shall be limited to no more than once every five (5) years unless there has been a substantial injury or illness. Such exams required by the EMPLOYER shall be at the expense of the EMPLOYER and shall occur during the EMPLOYEE'S regularly scheduled hours and the EMPLOYEE shall be paid their normal rate of pay.

ARTICLE XXV. EQUIPMENT

- 25.1 The EMPLOYER shall furnish all equipment such as, but not limited to, weapons, uniforms, leather, and bulletproof vest necessary for the EMPLOYEES to accomplish their assigned tasks and work responsibilities. Replacement equipment shall also be provided. EMPLOYEES are responsible for the proper care and maintenance of all equipment furnished.
- 25.2 The EMPLOYER will provide a minimum of four hundred twenty dollar (\$420) per year/per person for the replacement of existing uniforms as needed, to be authorized by the Chief of Police.

ARTICLE XXVI. WAIVER OF BARGAINING

- 26.1 The parties acknowledge that during the negotiations which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals with

respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the EMPLOYER and the UNION, for the life of this contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or 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 parties at the time that they negotiated or signed this Agreement.

- 26.2 This Agreement may be amended 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 XXVII. SAVINGS CLAUSE

- 27.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event that any provision, phrase or clause of this Agreement shall at any time be declared invalid by any court having jurisdiction, the decision shall not invalidate the entire Agreement, it being the expressed intention of the parties that all other provisions remain in full force and effect. Voided portions may be renegotiated at the request of either party.

ARTICLE XXVIII. TUITION, TEXTBOOKS, AND LICENSES

- 28.1 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. The EMPLOYER agrees to pay for all training and classes required to maintain licensure as ordered by the MN POST Board.
- 28.2 The EMPLOYER shall pay the costs for renewal of necessary licenses and memberships in organizations such as the Chief of Police Association, the Minnesota Police Officers Association, and the Southeastern Police Officers Association.
- 28.3 The EMPLOYER shall provide EMPLOYEES use of City vehicles in preparation and conduct of required state driving classes.
- 28.4 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 their DEPARTMENT HEAD in advance of out of town travel when using their personal vehicle.

ARTICLE XXIX. UNION/MANAGEMENT MEETINGS

- 29.1 The UNION and the EMPLOYER shall meet and confer on a quarterly basis for the purposes of prompting harmonious relations between the EMPLOYER and UNION. The EMPLOYER will be represented by the EMPLOYER and other administrative personnel he/she so assigns.
- 29.2 During the duration of this agreement, the UNION and the EMPLOYER will meet and negotiate regarding the establishment of Drug and Alcohol Testing policy applicable to bargaining unit EMPLOYEES.

ARTICLE XXX. MISCELLANEOUS PROVISIONS

- 30.1 The EMPLOYER has the right to establish job descriptions for positions covered by bargaining agreement provided that all job descriptions will be discussed with the EMPLOYEE and the UNION in a meet and confer meeting. No EMPLOYEE will suffer a loss in pay or benefits due to a job reclassification.
- 30.2 The wages for positions covered by this Bargaining Agreement shall be as listed in Appendix A, B and C which are attached to and made part of this Agreement.

ARTICLE XXXI. DURATION

31.1 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, 2023, and shall be automatically renewed from year to year thereafter, unless either party notifies the other of their desire to modify the agreement no later than 60 calendar days prior to the expiration of the current agreement. The parties shall commence negotiations for a successor contract upon the written request of either party.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed this 4th day of December, 2020.

FOR THE CITY OF RUSHFORD

FOR THE UNION LOCAL 1944-0

Terri L Benson 12/14/20
Mayor

my mls 12-17-20
Local UNION President

Jim Donnell 12-14-20
City Council Member

Kathy Zacher 12/14/20
Local UNION Secretary

John Proctor 12/4/2020
Council 65 Labor Representative

APPENDIX A –2021 HOURLY WAGE RATES AND STEP MOVEMENT

The following hourly rates of pay are effective January 1, 2021 and reflect a 3% increase over 2020 rates.

GRADE LEVEL	STEP 1	STEP 2	STEP 3	STEP4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
1	\$12.67	\$13.03	\$13.39	\$13.75	\$14.11	\$14.48	\$14.84	\$15.20	\$15.56	\$15.82	\$16.22	\$16.62
2	\$14.58	\$14.96	\$15.37	\$15.76	\$16.17	\$16.58	\$16.97	\$17.38	\$17.77	\$18.24	\$18.70	\$19.18
3	\$17.21	\$17.70	\$18.19	\$18.62	\$19.10	\$19.59	\$20.04	\$20.53	\$21.02	\$21.53	\$22.07	\$22.62
4	\$17.65	\$18.25	\$18.82	\$19.46	\$20.02	\$20.62	\$21.20	\$21.77	\$22.38	\$22.97	\$23.65	\$24.36
5	\$18.94	\$19.56	\$20.19	\$20.81	\$21.43	\$22.04	\$22.68	\$23.31	\$23.92	\$24.62	\$25.34	\$26.09
6	\$20.26	\$20.92	\$21.60	\$22.25	\$22.94	\$23.58	\$24.23	\$24.91	\$25.60	\$26.32	\$27.09	\$27.89
7	\$22.09	\$22.82	\$23.57	\$24.29	\$25.04	\$25.80	\$26.55	\$27.27	\$28.02	\$28.69	\$29.53	\$30.40
8	\$24.92	\$25.89	\$26.85	\$27.84	\$28.80	\$29.77	\$30.74	\$31.72	\$32.67	\$33.65	\$34.79	\$35.97
9	\$26.18	\$27.21	\$28.26	\$29.26	\$30.29	\$31.31	\$32.34	\$33.37	\$34.39	\$35.34	\$36.53	\$37.77
10	\$29.38	\$30.69	\$31.99	\$33.30	\$34.62	\$35.93	\$37.24	\$38.56	\$39.85	\$41.12	\$42.68	\$44.31
11	\$32.29	\$33.72	\$35.16	\$36.63	\$38.07	\$39.52	\$40.97	\$42.41	\$43.86	\$45.21	\$46.94	\$48.71

All new hires must start at Step 1 of the appropriate wage schedule unless the EMPLOYER and the UNION mutually agree to a higher starting step and then move through the steps as indicated in this Appendix.

EMPLOYEES whose job classifications are assigned to Grade 1 through 5 shall advance on the wage schedule annually on the anniversary date of their employment with the City of Rushford until they have reached Step 4. Thereafter, the EMPLOYEE shall advance one step on the wage schedule on the anniversary date of their employment with the City of Rushford every two (2) years until they have reached the top of the wage schedule.

EMPLOYEES whose job classifications are assigned to Grade 6 through 11 shall advance on the wage schedule every two (2) years on the anniversary date of their employment with the City of Rushford until they have reached the top of the wage schedule.

EMPLOYEES who have reached Step 12 of their respective Grade Level and have remained at Step 12 for at least one year since their last anniversary date of their employment with the City of Rushford shall receive a lump sum cash longevity payment on their anniversary date. The amount of the longevity payment shall be \$750.00 in calendar year 2015.

All EMPLOYEES of the City of Rushford shall keep records of their actual hours worked on a time card provided by the City Clerk's Office and submit the time cards to their supervisor at least one day prior to pay day. EMPLOYEES shall be paid biweekly on alternate Tuesdays.

Patrol officers start 2021 at Step 4, plus normal longevity steps.

APPENDIX B –2022 HOURLY WAGE RATES AND STEP MOVEMENT

The following hourly rates of pay are effective January 1, 2022 and reflect a 3% increase over 2021 rates:

GRADE LEVEL	STEP 1	STEP 2	STEP 3	STEP4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
1	\$13.05	\$13.42	\$13.79	\$14.16	\$14.53	\$14.92	\$15.29	\$15.66	\$16.03	\$16.30	\$16.71	\$17.12
2	\$15.02	\$15.40	\$15.83	\$16.23	\$16.66	\$17.08	\$17.48	\$17.90	\$18.30	\$18.79	\$19.27	\$19.75
3	\$17.73	\$18.23	\$18.74	\$19.18	\$19.67	\$20.18	\$20.65	\$21.14	\$21.65	\$22.17	\$22.74	\$23.30
4	\$18.18	\$18.80	\$19.38	\$20.04	\$20.62	\$21.24	\$21.83	\$22.43	\$23.05	\$23.66	\$24.36	\$25.09
5	\$19.51	\$20.15	\$20.79	\$21.43	\$22.08	\$22.70	\$23.36	\$24.01	\$24.63	\$25.36	\$26.10	\$26.87
6	\$20.87	\$21.55	\$22.25	\$22.92	\$23.63	\$24.28	\$24.95	\$25.65	\$26.36	\$27.11	\$27.90	\$28.73
7	\$22.76	\$23.51	\$24.27	\$25.02	\$25.79	\$26.58	\$27.35	\$28.09	\$28.86	\$29.55	\$30.42	\$31.31
8	\$25.66	\$26.67	\$27.66	\$28.68	\$29.66	\$30.66	\$31.66	\$32.68	\$33.65	\$34.66	\$35.84	\$37.05
9	\$26.97	\$28.03	\$29.11	\$30.14	\$31.20	\$32.25	\$33.31	\$34.37	\$35.42	\$36.40	\$37.63	\$38.90
10	\$30.26	\$31.61	\$32.95	\$34.30	\$35.66	\$37.00	\$38.36	\$39.72	\$41.05	\$42.35	\$43.96	\$45.64
11	\$33.26	\$34.73	\$36.22	\$37.73	\$39.21	\$40.71	\$42.20	\$43.68	\$45.17	\$46.56	\$48.35	\$50.17

All new hires must start at Step 1 of the appropriate wage schedule unless the EMPLOYER and the UNION mutually agree to a higher starting step and then move through the steps as indicated in this Appendix.

EMPLOYEES whose job classifications are assigned to Grade 1 through 5 shall advance on the wage schedule annually on the anniversary date of their employment with the City of Rushford until they have reached Step 4. Thereafter, the EMPLOYEE shall advance one step on the wage schedule on the anniversary date of their employment with the City of Rushford every two (2) years until they have reached the top of the wage schedule.

EMPLOYEES whose job classifications are assigned to Grade 6 through 11 shall advance on the wage schedule every two (2) years on the anniversary date of their employment with the City of Rushford until they have reached the top of the wage schedule.

EMPLOYEES who have reached Step 12 of their respective Grade Level and have remained at Step 12 for at least one year since their last anniversary date of their employment with the City of Rushford shall receive a lump sum cash longevity payment on their anniversary date. The amount of the longevity payment shall be \$750.00 in calendar year 2016.

All EMPLOYEES of the City of Rushford shall keep records of their actual hours worked on a timecard provided by the City Clerk's Office and submit the timecards to their supervisor at least one day prior to pay day. EMPLOYEES shall be paid biweekly on alternate Tuesdays.

Patrol officers start 2022 at Step 5, plus normal longevity steps.

APPENDIX C –2023 HOURLY WAGE RATES AND STEP MOVEMENT

The following hourly rates of pay are effective January 1, 2023 and reflect a 3% increase over 2022 rates:

All new hires must start at Step 1 of the appropriate wage schedule unless the EMPLOYER and the UNION mutually agree to a higher starting step and then move through the steps as indicated in this Appendix.

GRADE LEVEL	STEP 1	STEP 2	STEP 3	STEP4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
1	\$13.44	\$13.82	\$14.21	\$14.59	\$14.97	\$15.36	\$15.75	\$16.13	\$16.51	\$16.78	\$17.21	\$17.64
2	\$15.47	\$15.87	\$16.30	\$16.72	\$17.16	\$17.59	\$18.01	\$18.43	\$18.85	\$19.35	\$19.84	\$20.35
3	\$18.26	\$18.77	\$19.30	\$19.76	\$20.26	\$20.78	\$21.26	\$21.78	\$22.30	\$22.84	\$23.42	\$24.00
4	\$18.73	\$19.36	\$19.96	\$20.64	\$21.24	\$21.88	\$22.49	\$23.10	\$23.74	\$24.37	\$25.09	\$25.84
5	\$20.10	\$20.75	\$21.42	\$22.07	\$22.74	\$23.38	\$24.06	\$24.73	\$25.37	\$26.12	\$26.88	\$27.68
6	\$21.49	\$22.19	\$22.91	\$23.60	\$24.34	\$25.01	\$25.70	\$26.42	\$27.15	\$27.92	\$28.74	\$29.59
7	\$23.44	\$24.21	\$25.00	\$25.77	\$26.56	\$27.37	\$28.17	\$28.94	\$29.72	\$30.43	\$31.33	\$32.25
8	\$26.43	\$27.47	\$28.49	\$29.54	\$30.55	\$31.58	\$32.61	\$33.66	\$34.66	\$35.70	\$36.91	\$38.16
9	\$27.78	\$28.87	\$29.98	\$31.04	\$32.14	\$33.22	\$34.31	\$35.40	\$36.49	\$37.49	\$38.76	\$40.07
10	\$31.16	\$32.56	\$33.94	\$35.33	\$36.73	\$38.11	\$39.51	\$40.91	\$42.28	\$43.62	\$45.28	\$47.01
11	\$34.26	\$35.78	\$37.31	\$38.86	\$40.39	\$41.93	\$43.47	\$44.99	\$46.53	\$47.96	\$49.80	\$51.68

EMPLOYEES whose job classifications are assigned to Grade 1 through 5 shall advance on the wage schedule annually on the anniversary date of their employment with the City of Rushford until they have reached Step 4. Thereafter, the EMPLOYEE shall advance one step on the wage schedule on the anniversary date of their employment with the City of Rushford every two (2) years until they have reached the top of the wage schedule.

EMPLOYEES whose job classifications are assigned to Grade 6 through 11 shall advance on the wage schedule every two (2) years on the anniversary date of their employment with the City of Rushford until they have reached the top of the wage schedule.

EMPLOYEES who have reached Step 12 of their respective Grade Level and have remained at Step 12 for at least one year since their last anniversary date of their employment with the City of Rushford shall receive a lump sum cash longevity payment on their anniversary date. The amount of the longevity payment shall be \$750.00 in calendar year 2017.

All EMPLOYEES of the City of Rushford shall keep records of their actual hours worked on a time card provided by the City Clerk's Office and submit the time cards to their supervisor at least one day prior to pay day. EMPLOYEES shall be paid biweekly on alternate Tuesdays.

APPENDIX D – JOB CLASSIFICATION AND INCUMBENTS

Listed below are the job classifications currently represented by this Collective Bargaining Agreement and the incumbents assigned to those classifications. This information is accurate as of the date of execution of this Collective Bargaining Agreement.

Job Classification	Grade Level	Incumbent	2021 Step
Sergeant	7	Nathan Klinski	4
Police Officer	6	Darin Daveau	4
Police Officer	6	Vacant	

Job Classification	Grade Level	Incumbent	2022 Step
Sergeant	7	Nathan Klinski	5
Police Officer	6	Darin Daveau	5
Police Officer	6	Vacant	

Job Classification	Incumbent	2021 Hourly Rate	2022 Hourly Rate	2023 Hourly Rate
Part Time Police Officer		\$18.36	\$18.92	\$19.48

APPENDIX E – POST RETIREMENT HEALTH CARE SAVINGS PLAN

The City of Rushford will implement the MSRS Health Care Savings Plan established pursuant to Minnesota Statutes 352.98. The plan allows employees to save money on a pre-tax basis into an account to pay medical expenses and/or health insurance premiums after termination of public service. Employees will be able to choose among several different investment options provided by the State Board of Investment. Assets in the program will accumulate tax-free. All provisions of this plan will be determined by the MSRS and an employee will deal directly with the MSRS on all account matters. The City's responsibility will be to process the initial employee enrollment in the plan and to forward the appropriate employee contributions. Participation by all bargaining unit employees is mandatory. For the duration of this Agreement, the program will be funded by severance pay contributions as provided in Section 18.8 of this Agreement and by mandatory employee contributions as outlined below.

Effective January 1, 2021 thru December 31, 2023, a pre-tax wage deduction shall be made and forwarded to the Post-Retirement Health Care Savings Plan pursuant to Section 20.06 of this Agreement for each full-time employee pursuant to the following:

Contract Year 2021

- Start through 20 years of service \$59.00 (fifty-nine dollars) per pay period
- 21 years through 28 years of service \$105.00 (one hundred five dollars) per pay period
- More than ~~25~~ 28 years of service \$150.00 (one hundred fifty dollars) per pay period

Contract Year 2022

- Start through 21 years of service \$59.00 (fifty-nine dollars) per pay period
- 22 years through 29 years of service \$105.00 (one hundred five dollars) per pay period
- More than 30 years of service \$150.00 (one hundred fifty dollars) per pay period

Contract Year 2023

- Start through 22 years of service \$59.00 (fifty-nine dollars) per pay period
- 23 years through 30 years of service \$105.00 (one hundred five dollars) per pay period
- More than 31 years of service \$150.00 (one hundred fifty dollars) per pay period

APPENDIX F – MN STATUTE 626.89 PEACE OFFICER DISCIPLINE PROCEDURES ACT.

Subdivision 1. Definitions.

For purposes of this section, the terms defined in this subdivision have the meanings given them.

- (a) "Administrative hearing" means a non-judicial hearing or arbitration authorized to recommend, approve, or order discipline.
- (b) "Formal statement" means the questioning of an officer in the course of obtaining a recorded, stenographic, or signed statement to be used as evidence in a disciplinary proceeding against the officer.
- (c) "Officer" means a licensed peace officer or part-time peace officer, as defined in section [626.84, subdivision 1](#), paragraphs (c) and (d), who is employed by a unit of government.

Subd. 2. Applicability.

The procedures and provisions of this section apply to law enforcement agencies and government units. The procedures and provisions of this section do not apply to:

- (1) investigations and proceedings of the Minneapolis civilian police review authority; or
- (2) investigations of criminal charges against an officer.

Subd. 3. Governing formal statement procedures.

The formal statement of an officer must be taken in accordance with subdivisions 4 to 10.

Subd. 4. Place of formal statement.

The formal statement must be taken at a facility of the employing or investigating agency or at a place agreed to by the investigating individual and the investigated officer.

Subd. 5. Complaint.

An officer's formal statement may not be taken unless there is filed with the employing or investigating agency a written complaint signed by the complainant stating the complainant's knowledge, and the officer has been given a summary of the allegations. Complaints stating the signer's knowledge also may be filed by members of the law enforcement agency. Before an administrative hearing is begun, the officer must be given a copy of the signed complaint.

Subd. 6. Witnesses; investigative reports.

Upon request, the investigating agency or the officer shall provide the other party with a list of witnesses that the agency or officer expects to testify at the administrative hearing and the substance of the testimony. A party is entitled to copies of any witness statements in the possession of the other party and an officer is entitled to a copy of the investigating agency's investigative report, provided that any references in a witness statement or investigative report that would reveal the identity of confidential informants need not be disclosed except upon order of the person presiding over the administrative hearing for good cause shown.

Subd. 7. Sessions.

Sessions at which a formal statement is taken must be of reasonable duration and must give

the officer reasonable periods for rest and personal necessities. When practicable, sessions must be held during the officer's regularly scheduled work shift. If the session is not held during the officer's regularly scheduled work shift, the officer must be paid by the employing agency at the officer's current compensation rate for time spent attending the session.

Subd. 8. Record.

A complete record of sessions at which a formal statement is taken must be made by electronic recording or otherwise. Upon written request of the officer whose statement is taken, a complete copy or transcript must be made available to the officer without charge or undue delay. The session may be tape recorded by the investigating officer and by the officer under investigation.

Subd. 9. Presence of attorney and union representative.

The officer whose formal statement is taken has the right to have a union representative or an attorney retained by the officer, or both, present during the session. The officer may request the presence of the attorney or the union representative, or both, at any time before or during the session. When a request under this subdivision is made, no formal statement may be taken until a reasonable opportunity is provided for the officer to obtain the presence of the attorney or the union representative.

Subd. 10. Admissions.

Before an officer's formal statement is taken, the officer shall be advised in writing or on the record that admissions made in the course of the formal statement may be used as evidence of misconduct or as a basis for discipline.

Subd. 11. Disclosure of financial records.

No employer may require an officer to produce or disclose the officer's personal financial records except pursuant to a valid search warrant or subpoena.

Subd. 12. Release of photographs.

No law enforcement agency or governmental unit may publicly release photographs of an officer without the written permission of the officer, except that the agency or unit may display a photograph of an officer to a prospective witness as part of an agency or unit investigation, and the agency or unit may provide a photograph of an officer to the civilian police review authority for it to display to a prospective witness as part of the authority's investigation.

Subd. 13. Disciplinary letter.

No disciplinary letter or reprimand may be included in an officer's personnel record unless the officer has been given a copy of the letter or reprimand.

Subd. 14. Retaliatory action prohibited.

No officer may be discharged, disciplined, or threatened with discharge or discipline as retaliation for or solely by reason of the officer's exercise of the rights provided by this section.

Subd. 15. Rights not reduced.

The rights of officers provided by this section are in addition to and do not diminish the rights and privileges of officers that are provided under an applicable collective bargaining agreement or any other applicable law.

Subd. 16. Action for damages.

Notwithstanding section [3.736](#) or [466.03](#), a political subdivision or state agency that violates this section is liable to the officer for actual damages resulting from the violation, plus costs and reasonable attorney fees. The political subdivision or the state is deemed to have waived any immunity to a cause of action brought under this subdivision, except that the monetary limits on liability under section [3.736, subdivision 4](#), or [466.04](#) apply.

History:

[1991 c 334 s 1](#); [2007 c 13 art 3 s 34](#); [2008 c 205 s 1](#)

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CITY OF RUSHFORD

and

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 65, LOCAL 1944 (Patrol Officer Unit Employees)

Letter of Agreement

WHEREAS, the City of Rushford {hereinafter, "Employer"} and the American Federation of State, County, and Municipal Employees, Council 65, Local 1944 (Patrol Officer Unit Employees) {hereinafter, "Union"} are parties to a Collective Bargaining Agreement; and

WHEREAS, the position of Sergeant is included in the bargaining unit covered by the Collective Bargaining Agreement;

WHEREAS, the incumbent in the position of Sergeant is currently vacant;

THE EMPLOYER AND THE UNION HEREBY AGREE:


THAT, the position of Sergeant shall be allowed to work a minimum of 6.7 hours of overtime during each two-week pay period; and

THAT, this overtime is in recognition of additional duties as assigned by the Police Chief to the Sergeant position; and

THAT, payment for overtime shall be as per Article XII of the Collective Bargaining Agreement.

FOR THE EMPLOYER:

FOR THE UNION LOCAL 1944-0

 12/14/20

Mayor Date

 12-17-20


Patrol Unit President Date

 12-14-20

City Council Member Date

 12/14/20

Local Union Secretary Date

 12/14/2020

Council 65 Labor Representative Date

CITY OF RUSHFORD

and

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL
NO. 65, AFL-CIO, LOCAL UNION NO. 1944, PATROL OFFICERS UNIT

LETTER OF AGREEMENT

re: Compensatory Time Cap

- The City of Rushford (hereinafter, "Employer") and the American Federation of State, County and Municipal Employees, District Council No. 65, AFL-CIO, Local Union No. 1944 (hereinafter, "Union") are parties to a Collective Bargaining Agreement for the Patrol Officers Unit.
- The Employer and the Union agree that the compensatory time cap provided for in Section 12.9 (A) of the Collective Bargaining Agreement can be increased by mutual agreement of the affected employee and the Employer with the understanding that all other provisions of Section 12.9 continue to apply.

FOR THE EMPLOYER:

FOR THE UNION LOCAL 1944-0



Mayor Date 12/14/20




Patrol Unit President
Date 12-17-20



City Council Member
Date 12-14-20



Local Union Secretary
Date 12/14/20



Council 65 Labor Representative
Date 12/14/2020