

# **Labor Agreement**

**Between the City of Rushford**

**And**

**American Federation of State, County, and  
Municipal Employees, AFL-CIO, Council 65  
Local 1944-4, Police Department Supervisor Personnel**



**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 supervisory EMPLOYEES employed by the City of Rushford Police Department, including the Chief of Police, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14 {those employed for more than 14 (fourteen) hours per week and more than 67 (sixty-seven) work days per year 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} excluding non-supervisory and confidential EMPLOYEES.
- 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) EMPLOYEES 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.
- 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 Saturday beginning at 7:00 p.m. through Monday at 5:00 a.m. or 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 City Administrator, in an attempt to resolve the grievance. The City Administrator shall attempt to resolve the grievance within ten (10) working days.

Step 2. In the event the grievance is not satisfactorily resolved by the City Administrator, the EMPLOYEE and/or UNION Steward shall reduce the alleged grievance to writing to serve it upon the City Council 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 Council shall meet with the grieving parties, attempt to resolve the grievance, and serve the EMPLOYER'S answer upon the UNION within ten (10) working days of the meeting.

Step 3. In the event the grievance is not settled at Step Two, 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 4. If the parties are unable to reach agreement within ten (10) working days after the Mediation 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.
- 8.8 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.

- 9.9 No EMPLOYEE of the Rushford Police Department shall be denied the opportunity or resources for meeting the minimum requirements required by Minnesota POST Board, nor shall they be disciplined for abiding by the mandated regulations issued by the Minnesota POST Board.

#### **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 Rushford City Council reserves the right to determine the overall workweek within statutory limitations. The normal workweek of the Chief of Police shall consist of day shifts (Monday thru Friday) that are regularly posted. The Chief of Police's normal workweek shall consist of 43.33 Hours per week. Circumstances defined in 11.3 will be considered overtime.
- 11.2 The DEPARTMENT HEAD will offer premium pay and overtime as equally as possible among EMPLOYEES in the same job classification.
- 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 call-backs, if requested, unless unusual circumstances prevent them from so working. No notice is required under this provision. Overtime refused shall be recorded and counted as overtime not worked.

#### **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 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 All hours worked in excess of 40 hours per workweek will be compensated as overtime or compensatory time off at a rate of one and one-half times the excess hours worked.

- 12.3 The Chief of Police, unless the situation dictates, shall always be the last person called back to duty. 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 EMPLOYER'S needs are met.
- 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 on Monday through Saturday 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. The Chief of Police shall not be subject to call back unless previous arrangements have been made or an emergency situation dictates the need.

**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 EMPLOYER 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 Sunday or 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.

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

**ARTICLE XVI. VACATIONS**

- 16.1 The Chief of Police has priority for vacation days off within the Police Department.
- 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 The EMPLOYEE requesting vacation leave shall receive verification of vacation approval or denial when requesting vacation leave within a reasonable time period.
- 16.5 The EMPLOYER shall give final approval for vacation. Once approved, vacation shall not be rescinded except in an emergency.
- 16.6 Vacation is considered as hours worked for the purposes of computing fringe benefits.
- 16.7 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.
- 16.8 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.
- 16.9 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 EMPLOYER of this fact and the reason therefore prior to the commencement of the scheduled workday, unless circumstances prevent the EMPLOYEE from notifying the EMPLOYER 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 Sick leave shall not be taken in increments of less than one (1) hour.
- 18.6 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.

- 18.7 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.
- 18.8 All EMPLOYEES who have been continuously employed for 5 years or more will receive payment for unused sick leave upon resignation, retirement or death. This is calculated by taking 50% of the EMPLOYEE'S unused sick leave remaining at the time of resignation, retirement or death computed at their current hourly rate. This 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 childcare/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.
- 21.4 The word lay off shall mean a reduction in the working force due to the decrease of work or budget cuts. If it becomes necessary for a layoff, the following procedure shall be mandatory. Probationary, temporary, and seasonal EMPLOYEES will be laid off first. EMPLOYEES will be laid off according to inverse seniority (least senior laid off first) and the ability and qualifications to perform the work available. Prior to being laid off senior EMPLOYEES will be given the opportunity to bump any other less senior EMPLOYEE of any AFSCME bargaining unit provided they have the ability and qualifications needed to perform the work of the position held by the less senior EMPLOYEE. The AFSCME Police Supervisory Unit agrees to allow members of the City of Rushford's AFSCME Patrol Officers Unit, the AFSCME Base Unit and the IBEW Public Works Unit to bump into the AFSCME Police Supervisory Unit provided the above criteria are met.

- 21.5 When the working force is increased after a layoff, EMPLOYEES will be recalled according to seniority in the inverse order of lay off, and the ability and qualification to perform the work available. Notice of recall shall be sent to EMPLOYEES at their last known address by Registered or Certified mail. If the EMPLOYEE fails to report to work within fourteen (14) calendar days from the date of mailing of notice of recall, he/she shall be considered as having resigned.
- 21.6 The EMPLOYER agrees not to sub-contract any services currently being performed by members of the bargaining unit without demonstration of a cost savings of at least ten (10%) percent and providing a minimum of one hundred twenty (120) days notice to the UNION.

## **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 Police Supervisory Unit agrees to allow members of the City of Rushford's AFSCME Patrol Officers Unit, AFSCME Base Unit and IBEW Public Works Unit to promote into the AFSCME Police Supervisory 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 Police

Supervisory Unit agrees to allow members of the City of Rushford's AFSCME Patrol Officers Unit, the AFSCME Base Unit, and the IBEW Public Works Unit to sign the posting list for AFSCME Police Supervisory 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 EMPLOYEES may elect to sign a posting to apply for a vacancy in accordance with the provisions of this Article, within their own job classification when the vacant position offers opportunity for promotion or improved working conditions.
- 22.7 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
- 22.8 EMPLOYEES promoted to a higher job classification shall receive starting pay at the next highest rate on the pay schedule.
- 22.9 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 31<sup>st</sup> of the year following submission of the request. Wage adjustments, pursuant to Section 22.11, related to the reclassification shall be retroactive to January 1<sup>st</sup> of the year after the EMPLOYEE request is made.
- 22.10 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 1<sup>st</sup> of the year in which the reevaluation is scheduled.

- 22.11 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 bullet proof 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 & UNIFORMS**

- 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 dollars (\$420) per year 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, including the yearly spring MN Chief of Police Training Institute 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. SEVERANCE OF EMPLOYMENT**

30.1 The Chief of Police agrees to give the City of Rushford a minimum of a thirty day notice of any decision by the Chief to sever the employment relationship with the City. This notice may be waived if agreed to by both the Employee and the Employer.

#### **ARTICLE XXXI. MISCELLANEOUS PROVISIONS**

31.1 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.

31.2 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 XXXII. DURATION**

32.1 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 4<sup>th</sup> day of December, 2020.

**FOR THE EMPLOYER:**

**FOR THE UNION, LOCAL 1944-4:**

Terri L Benson 12/14/20 Allen S. [Signature] 12/16/2020  
Mayor Date Local Union President Date

Jim O'Connell 12/14/20 Kathy Zacher 12/14/20  
City Council Member Date Local Union Secretary Date

[Signature] 12/4/2020  
Council 65 Labor Representative Date

**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.

**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.

**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 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.

## 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.

<b>Job Classification</b>	<b>Grade Level</b>	<b>Incumbent</b>	<b>2021 Step</b>
Police Chief	9	Adam Eide	8



## 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 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 (Police Department Supervisory Personnel)

Letter of Agreement

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

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

WHEREAS, the incumbent in the position of Police Chief is Adam Eide;

THE EMPLOYER AND THE UNION HEREBY AGREE:

THAT, the position of Police Chief 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 the Police Chief's duties as a Department Head and other related duties; and

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

FOR THE EMPLOYER:

FOR THE UNION, LOCAL 1944-4:

Terri L Benson 12/14/20      Arthur S. Eide 12/16/2020  
Mayor                                      Date      Local Union President                      Date

Jim Annell 12/14/20      Kathy Zacher 12-14-20  
City Council Member                      Date      Local Union Secretary                      Date

\_\_\_\_\_  
John Probst 12/4/2020  
Council 65 Labor Representative                      Date

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**CITY OF RUSHFORD**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, MINNESOTA  
COUNCIL 65, LOCAL UNION 1944 (Police Supervisory Personnel Unit)**

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**LETTER OF AGREEMENT Re: Approval of Overtime**

WHEREAS, the City of Rushford (hereinafter, "Employer") and the American Federation of State, County and Municipal Employees, Minnesota Council 65, Local Union 1944 (Police Supervisory Personnel Unit) (hereinafter, "Union") are parties to a collective bargaining agreement; and

WHEREAS, Article 12 of the collective bargaining agreement provides for the accrual and use of overtime; and

WHEREAS, the Employer and the City wish to clarify said provisions as they apply to Department Heads;

NOW, THEREFORE, BE IT RESOLVED:

THAT, when a Department Head requires employees under their supervision to work additional time and it is necessary for the Department Head to remain to provide supervision to said employees, it shall be assumed that the Employer has given approval of overtime for the Department Head; and

THAT, the Employer and the Union recognize that certain projects cannot be shut down at the end of the regular work day or emergency situations may arise that are not ended at the end of the regular work day. In such situations it shall be assumed that the Employer has given approval for the Department Head to work an extended day; and

THAT, in all other situations a Department Head must obtain prior approval of the Employer in order to work overtime; and

THAT, this represents the clarification of and the agreement of the Employer and the Union regarding the application of overtime provisions to Department Heads.