

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF CARVER, MINNESOTA**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, MINNESOTA COUNCIL 65,  
AFL-CIO, LOCAL 2789 - 3**

**January 1, 2022 – December 31, 2023**

TABLE OF CONTENTS

<b>ARTICLE 1.</b>	<b>PURPOSE AND INTENT OF AGREEMENT</b>	<b>4</b>
<b>ARTICLE 2.</b>	<b>RECOGNITION CLAUSE</b>	<b>4</b>
<b>ARTICLE 3.</b>	<b>DEFINITIONS</b>	<b>5</b>
<b>ARTICLE 4.</b>	<b>UNION SECURITY</b>	<b>6</b>
<b>ARTICLE 5.</b>	<b>SENIORITY</b>	<b>6</b>
<b>ARTICLE 6.</b>	<b>LAYOFF AND RECALL</b>	<b>7</b>
<b>ARTICLE 7.</b>	<b>PROBATIONARY PERIOD</b>	<b>8</b>
<b>ARTICLE 8.</b>	<b>VACANCIES, TRANSFERS AND PROMOTIONS</b>	<b>9</b>
<b>ARTICLE 9.</b>	<b>DISCIPLINE AND DISCHARGE</b>	<b>9</b>
<b>ARTICLE 10.</b>	<b>LEGAL PROTECTION</b>	<b>10</b>
<b>ARTICLE 11.</b>	<b>NORMAL WORKING HOURS AND PREMIUM PAY</b>	<b>10</b>
<b>ARTICLE 12.</b>	<b>PAID HOLIDAYS</b>	<b>13</b>
<b>ARTICLE 13.</b>	<b>GRIEVANCE PROCEDURE</b>	<b>14</b>
<b>ARTICLE 14.</b>	<b>PAID TIME OFF</b>	<b>15</b>
<b>ARTICLE 15.</b>	<b>CATASTROPHIC SICK BANK, WELLNESS BENEFIT, WORKER'S COMPENSATION</b>	<b>16</b>
<b>ARTICLE 16.</b>	<b>INSURANCE BENEFITS</b>	<b>17</b>
<b>ARTICLE 17.</b>	<b>UNPAID LEAVES OF ABSENCE</b>	<b>18</b>
<b>ARTICLE 18.</b>	<b>PAID LEAVES</b>	<b>18</b>
<b>ARTICLE 19.</b>	<b>SEVERANCE</b>	<b>19</b>
<b>ARTICLE 20.</b>	<b>SAFETY</b>	<b>19</b>

<b>ARTICLE 21. ALLOWANCES AND REIMBURSEMENT</b>	<b>19</b>
<b>ARTICLE 22. SAVINGS CLAUSE</b>	<b>20</b>
<b>ARTICLE 23. GENERAL PROVISIONS</b>	<b>20</b>
<b>ARTICLE 24. MANAGEMENT RIGHTS</b>	<b>22</b>
<b>ARTICLE 25. NO STRIKE / NO LOCKOUT</b>	<b>22</b>
<b>ARTICLE 26. COMPLETE AGREEMENT AND WAIVER OF BARGAINING</b>	<b>22</b>
<b>ARTICLE 27. LABOR MANAGEMENT MEETINGS</b>	<b>23</b>
<b>ARTICLE 28. DURATION</b>	<b>23</b>

**Article 1. Purpose and Intent of Agreement**

1.1 Purpose

This Agreement is entered into between the City of Carver (“Employer”), and the American Federation of State, County and Municipal Employees, Minnesota Council No. 65, (“Union”), as exclusive representative for the employees covered by this Agreement (“Employees”).

1.2 Intent

It is the intent and purpose of this Agreement:

- To assure sound and mutually beneficial working and economic relationships between the parties hereto.
- To establish procedures for the resolution of disputes concerning this Agreement’s interpretation and/or application.
- To place in written form, the parties’ Agreement upon terms and conditions of employment, including personnel policies, for the duration of this Agreement.

**Article 2. Recognition Clause**

2.1 Recognition

The Employer recognizes the Union as the exclusive representative of the following unit:

*All employees of the City of Carver, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03 Subdivision 14, excluding supervisory, confidential and essential employees.*

2.2 Unit Clarification

In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination. The pay for a newly created class shall be bargained with the Union prior to the filling of the position.

2.3 Exclusive Representative

The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.

2.4 Non-Discrimination Clause

The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, national origin, creed, religion, sex, sexual orientation, age, marital status, status with regard to public assistance or because of a physical disability with respect to a position the duties of which can be performed adequately by an individual with such a physical disability, without danger to the health or safety of the physically disabled person or to others.

**Article 3. Definitions**

3.1 Statement of Definitions

The words defined in this Article shall have the meaning indicated herein for purposes of this Agreement, unless the context clearly indicates otherwise.

Cause: (1) any conduct, on or off the job, that disregards the standards of behavior that the Employer has the right to expect of the employee or disregards the employee's duties and obligations to the Employer; or (2) negligent or indifferent conduct, on or off the job, that demonstrates a substantial lack of concern for the employment. Cause includes inefficiency, inadvertence, unsatisfactory conduct, and poor performance because of inability or incapacity.

City Department: Administration, Community Development, Finance and Public Services

Employee: a member of the exclusively recognized bargaining unit.

Employer: the City of Carver, Minnesota.

Regular Employee: an employee who has completed his/her probationary period of employment in the bargaining unit.

Full-time Employee: any employee appointed by the City Manager to fill a full-time position in the bargaining unit.

Part-time Employee: any employee hired to fill a position in the bargaining unit, based on and is scheduled to work less than forty (40) hours per week. Part-time employees are not eligible for the following benefits: all benefits in Article 16, wellness benefit, PTO accrual, and catastrophic sick accrual.

Probationary Employee: the first six months of a new employee's employment during which time the employment is at-will; meaning that either the Employer or the employee may terminate the employment relationship at any time, with or without cause.

Overtime Pay: One and one-half times the base hourly rate of pay of an employee.

Union: the American Federation of State, County and Municipal Employees, Minnesota, Council No. 65.

Union Member: a member of the American Federation of State, County and Municipal Employees, Minnesota Council No. 65.

Layoff: reduction in hours or elimination of a position due to lack of work or for a financial reason.

Anniversary Date: date of hire with the Employer.

Temporary Employee: an employee who is assigned to work on an interim basis as defined in accordance with Minn. Stat. Sec. 179A.03, subd. 14(f).

Seasonal Employee: an employee who is assigned to work on an intermittent and/or unpredictable basis as defined in accordance with Minn. Stat. Sec. 179A.03, subd. 14(f).

**Article 4. Union Security**

4.1 Dues Deduction

The Employer shall deduct from the wages of the employees who authorize such a deduction in writing, an amount necessary to cover monthly union expenses. Such funds shall be remitted in any reasonable manner directed by the Union.

4.2 Stewards

The Union may designate employees from the bargaining unit to act as stewards.

4.3 Performance of Union Duties

The stewards and officers are authorized to perform and discharge the duties and responsibilities that are assigned to them under the terms of this Agreement and any supplementary agreements. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against any steward or officer because of performance of such duties. Stewards and other Union officers shall not leave their work stations without the prior permission of their designated supervisor, and they shall notify their designated supervisor upon return to their work station. Permission to leave their work station for Union business will be limited to the investigation and presentation of a grievance to the employer, and to appear if requested by the affected employee, at a disciplinary hearing.

4.4 Bulletin Boards

The employer shall make reasonable space available on the employee bulletin board for the posting of official Union notices and announcements.

4.5 Rights and Obligations of Stewards

The Employer agrees that on the Employer's premises and without loss of pay, the Union stewards and officers shall be allowed to post official Union notices, transmit communication authorized by the Union or its officers under the terms of this Agreement: to consult with the employer, its representative, Union officers or the Union representative concerning the enforcement of any provision of this Agreement, so long as such action does not occur during working time, whenever possible.

**Article 5. Seniority**

5.1 Seniority

Seniority shall be based on qualified service with the Employer, based on the last date of hire. "Qualified," as used in the preceding sentence, includes having appropriate licensure, certification, or other requirements established by a political subdivision, state agency, or professional organization. New full-time and/or part-time employees hired shall be considered as probationary employees for the first six months of employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list and his/her seniority date shall be the date that he/she was employed. There shall be no reduction in seniority for employees on approved unpaid leave of absences, but seniority will not accrue during such leaves.

5.2

Seniority List

Seniority shall not be affected because of race, color, national origin, creed, religion, sex, sexual orientation, age, marital status, status with regard to public assistance or because of a physical disability or dependents of the employee. The seniority list, on the date of this Agreement, shall show the name and job title of all employees of the department entitled to seniority. The Employer shall keep the seniority list reasonably up-to-date and will provide the Union with an up-to-date copy annually, and/or with changes in personnel.

5.3

Loss of Seniority

An employee shall lose seniority for the following reasons only:

- They resign; or
- They are discharged and the discharge is not reversed through the grievance procedure

**Article 6.**

**Layoff and Recall**

6.1

Reduction of Work

If it is determined that reductions/layoffs are necessary, full-time employee(s) hired prior to November 21, 2011, will be laid off in the following order:

- Temporary employees
- Seasonal employees
- Probationary part-time employees
- Probationary full-time employees
- Part-time employees
- Full-time employees

6.2

Reduction of Work

If it is determined that reductions/layoffs are necessary, full-time employee(s) hired after November 21, 2011 will be laid off in the following order by City Department:

- Temporary employees
- Seasonal employees
- Probationary part-time employees
- Probationary full-time employees
- Part-time employees
- Full-time employees

6.3

Inverse Seniority

When under the preceding sequence, a reduction will affect a regular employee; the least senior employee shall be laid off consistent with staffing all positions with qualified personnel at levels to be determined by the Employer.

6.4

Notice to Exclusive Representative

If reasonably possible, the Employer will give a 45 calendar day notification to the Union of any layoffs.

6.5 Notice to Affected Employee

If reasonably possible, the Employer will give a 30 calendar day written notification to affected employees, and copy to the Union, before being laid off.

6.6 Impact on Seniority

An employee will retain seniority, but will not accrue additional seniority while on layoff status.

6.7 Recall Period

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. The Employer shall not hire new employees in the affected job classification as long as there are still employees on the recall list who are qualified at the time of recall to perform the work in the affected job classification and who are willing to be recalled to said classification.

Employees who are laid off shall, upon request, shall be granted an interview for any position for which they have the minimum qualifications, as contained within the position description, for a period of three (3) years.

6.8 Recall Notice

Employees who are eligible for recall shall be given 14 calendar days' notice of recall. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The employee must notify the Employer of his/her intention to return within five (5) working days after receiving the notice of recall. The employee must be willing to report and to return to work within ten (10) working days following receipt of the notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the most recent mailing address provided by the employee. Failure to respond to a recall notice within the timeline outlined shall result in the employee's name being removed from the recall list.

**Article 7. Probationary Period**

7.1 New Hire

Newly hired employees shall serve a probationary period of six (6) months.

7.2 Regular Employee Status

Upon completion of the probationary period, new or rehired employees shall become regular employees within the meaning of this Agreement and shall be credited with seniority dating from the first date of continuous employment to a regular position with the Employer.

7.3 Benefit Eligibility

All full-time employees are immediately eligible for holiday pay and PTO. Benefits shall accrue based on the date of initial employment.

7.4 Termination

The City may terminate a probationary employee with or without cause and with or without advance notice during the probationary period. Such termination shall not be subject to the grievance procedure.



**Article 8. Vacancies, Transfers and Promotions**

8.1 Posting

All vacancies shall be posted on the employee bulletin board for a period of five (5) working days, and notification sent to employees not working during this five (5) day posting.

8.2 Consideration

All applicants with the qualifications deemed necessary as stated in the posting by the Employer will be considered. Seniority within the bargaining unit will be a factor and given the weight deemed appropriate by the Employer.

8.3 Licenses

An employee who is promoted to a position that requires licenses shall be granted reasonable time, as determined by the Employer, to secure said license. The Employer shall pay one-hundred 100 percent of the tuition expense of the necessary training and fees required to secure said licenses.

8.4 Trial Period

An employee who transfers or is promoted shall serve a trial period of thirty (30) days. If (1) the employee wishes not to continue in the promotional or transferred position, or (2) the Employer determines that the employee has not performed satisfactorily, then the employee may be returned to his/her former position at the rate of pay of the former position of employment. If the return displaces a less senior employee, that displaced employee may also return to the prior position, and so on. There is no change in anniversary date for new positions.

8.5 Lead Worker

Upon authorization by the City Council, an employee who performs supervisory (scheduling and overseeing and guiding work of other employees) duties for a period of more than ten (10) consecutive working days shall be paid the rate of \$2 more than their base hourly rate an hour.

**Article 9. Discipline and Discharge**

9.1 Just Cause

The Employer will discipline employees for just cause only. In the event the Employer terminates a probationary employee, said termination is not subject to the grievance procedure. All discipline will be conducted as is consistent with the Employers Employee Reference Manual. Nothing shall prohibit the employee from having union representation during the disciplinary process.

9.2 Right to Representation

Employees shall have the right to arrange for a co-worker, Union steward or Union representative present at any interview or questioning that the employee reasonably believes may result in their discipline

9.3 Reasonable Time for Consultation

Employees shall be granted reasonable time to consult with Union representatives regarding the subject and purpose of the investigation, provided the same does not result in

unreasonable delay in the investigation; except in cases where an employee has been referred for drug testing or when law enforcement authorities have been called in which event there shall be no delay in the investigation.

9.4 Documentation

All documentation of discipline shall be provided to the employee and a copy will be provided to the Union's Exclusive Representative, subject to the Minnesota Data Practices Act. The Employer will provide an opportunity for the employee to sign the documentation to acknowledge receiving it, not agreement. If the employee does not sign the documentation, then a copy will be mailed to their home address and the Union's Exclusive Representative.

9.5 Access to Personnel File

Employees may examine their own individual personnel files at reasonable times and subject to the Minnesota Government Data Practices Act, as amended.

9.6 Expedited Grievance Process

Grievances relating to a suspension, demotion or discharge may be initiated by the Union at Step 2 of the grievance procedure.

**Article 10. Legal Protection**

10.1 The Employer and the Union agree that nothing in this Agreement shall limit or impair the rights of covered employees under the laws of the United States or the State of Minnesota. To the extent that provisions of this Agreement conflict or are in contravention of applicable Minnesota and/or federal law, the applicable Minnesota or federal law shall apply.

**Article 11. Normal Working Hours and Premium Pay**

11.1 Work Hours

A normal work week shall be as follows:

Public Services Administrative Staff:

The normal schedule shall be Monday through Friday 7:00 am to 3:30 pm.

Public Services Technician Staff:

**April 16 through October 15:**

7:00 AM to 4:30 PM (Monday-Thursday)

7:00 AM to 11:00 AM (Friday)

**October 16 through April 15:**

7:00 AM to 3:30 PM (Monday-Friday)

Administration and Finance Schedule:

The normal schedule shall be Monday through Friday 8:00 am to 4:30 pm.

Community Development Schedule:

The normal schedule shall be Monday through Thursday 7:00 am to 4:30 pm and Friday 7:00 am to 11:00 am.

11.7 Flexible Scheduling

Flexible hours may be allowed on a daily basis as authorized by the Department Head, based on the needs of the Employer.

11.8 Call Back Pay

When an employee is physically called back to work outside of normal working hours (does not include phone calls) they shall be compensated at a minimum of two (2) hours at an overtime rate of pay. The two hour minimum shall not be paid for staying late or arriving early following or before the employee's regular hours.

Phone calls received by employees related to the employee's duties not on-call, with the exception of calls relating to notification messages for reporting for work, will be compensated a minimum of .25 hours or actual time whichever is greater.

Employees are covered (including drive time for call back) under workers compensation insurance, under regulations stated in applicable sections Minnesota State Statutes and case law. Individual incidents will be reviewed by the City's insurance company on case by case basis; following the regulations listed in applicable sections of Minnesota State Statutes and case law.

An Employee is not eligible for call back pay for scheduled shifts for snow plowing and related duties. Please see section 11.7 – Seasonal Differential Pay.

11.9 Seasonal Differential Pay

Differential pay for snow removal and related work will be available between the hours of 12:00 am and 7:00 am from Monday through Friday. Employees performing snow removal and related work during said hours will be compensated at a differential rate of \$4 more per hour than their regular rate of pay. Provided, however, at such time an employee has worked forty (40) hours in a work week, they are no longer eligible for seasonal differential pay for that specific work week, but are entitled to the regular overtime rate, which is one and one-half (1 ½) times the employee's regular rate of pay. Employees are not eligible to be paid an overtime rate using the seasonal differential rate as a base rate of pay.

11.9 Snow Removal On-Call

The Public Services Director may issue that "Snow Removal On-Call" is in effect. Snow Removal On-Call shall remain in effect until such time as it has been cancelled by the Public Services Director.

Snow Removal On-Call, from its issuance to its cancellation, shall be defined as an “event.”

Snow removal personnel will be paid \$35 per each Snow Removal On-Call “event” as on-call pay. Personnel already on “Regular On-Call” are not eligible for Snow Removal On-Call pay. Personnel not available to work during the “event” as assigned by the Public Services Director will not be eligible for the corresponding Snow Removal On-Call pay. Any work after forty (40) hours in a week is subject to overtime pay, at the employee’s regular rate of pay.

The Public Services Director may flex regular working schedules of the Department during Snow Removal On-Call events.

Plowing snow and related work, when under Snow Removal On-Call, is not considered “call back” pay

- 11.10 Meal Breaks  
Each employee shall be entitled to a daily meal break of up to one-half hour, which will be unpaid. Meal breaks may not be skipped to flex regular working hours, without preauthorization from the employee’s supervisor. In the event of overtime worked in excess of four (4) hours in a given shift, there will be an additional thirty (30) minute paid meal break.
- 11.11 Rest Periods  
Each employee shall be entitled to one (1) fifteen (15) minute paid rest break within every four (4) hours worked. Rest periods may be combined, upon approval of the supervisor, in order to accommodate a one hour meal break. Rest periods may not be skipped to adjust regular working hours, without preauthorization from the employee’s supervisor.
- 11.12 Overtime  
All hours worked in excess of forty (40) hours per work week shall be paid at the overtime rate of pay. . All overtime hours shall be at the express authorization of the Department Head or City Manager or in response to an emergency and shall be compensated at the rate of one and one-half (1 ½ ) times the employee’s regular hourly rate. All compensated hours, including holidays, PTO, floating holidays, funeral leave, and paid leaves shall count toward the calculation of overtime. Employees will not be required to take time off to avoid payment of overtime.
- 11.13 Premium Pay  
Hours worked on Thanksgiving, Christmas Day, and New Year’s Day shall be compensated at an additional two (2) times the regular hourly rate, for an aggregate total of three (3) times the regular rate.
- 11.14 On-Call Pay  
One employee from Public Services shall be on-call for the course of one (1) week beginning Friday at 3:00 pm through the Friday of the following week at 2:59 pm. The on-call schedule shall be rotated among Employees in the Public Services Department as determined by the Public Services Director.

An employee who is on-call must remain within a one (1) hour response time of the City. Failure of an Employee to report within the one (1) hour response time may result in disciplinary action taken by the City Manager. The City Manager will not take disciplinary action against the Employee, if the Employee makes contact with their immediate supervisor, to notify them they will not be able to make the one (1) hour response time due to inclement weather conditions; when under normal weather conditions the Employee would normally have met the one (1) hour response time. When required for safety or other emergency considerations, an on-call employee may call other employees in as necessary; and as soon as practicable, the on-call employee who has called others in shall report the situation to the Public Services Director or designee.

The employee responsible for assigned on-call status shall be paid as indicated in the table below for weekday weekend day on call (including holidays). On-call Employees responding to on-call issues shall be paid for actual time worked at the employee's overtime rate, but shall be entitled to a minimum of two (2) hours of over-time for responding to a call. Paid time shall begin upon the Employees arrival at the Public Services building and cease once the employee leaves the Public Services building to cease their duties in relation to the call.

On-Call Type	2022	2023
Weekday	\$32.45 per day	\$33.42 per day
Weekend	\$67.72 per day	\$69.75 per day

11.15

Compensatory Time

Compensatory time may be earned in lieu of overtime. The maximum combined accrual for compensatory time shall be forty (40) hours. All unused compensatory hours shall be paid in full within fifteen (15) days of a request by the employee. Requests to use compensatory time shall be mutually agreed to by the Employer and Employee.

**Article 12.**

**Paid Holidays**

12.1

Holiday Pay

Each employee shall receive eight (8) hours of straight time for all of the holidays listed below.

12.2

Weekend Holiday

When a holiday falls on a Saturday or Sunday, the preceding Friday or following Monday shall be declared a holiday for employees whose normal schedule is Monday through Friday.

12.3

Annual Paid Holidays

New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September

Veterans Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Friday following Thanksgiving	Friday after Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25

12.4 Pro rata  
Part-time employees shall earn holiday pay on a pro rata basis.

**Article 13. Grievance Procedure**

13.1 Definition  
A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement, relating to an employee who has successfully completed his or her probationary period.

13.2 Union Representative  
The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. An employee at the first step may proceed without Union representation if they desire.

13.3 Processing Grievance  
It is recognized by the Union and by the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall, therefore, be accomplished during normal working hours without loss of pay when reasonable time away from duties and responsibilities are not detrimental to the work programs of the Employer.

13.4 Procedure  
Grievances, as defined by this Article, shall be resolved in conformance with the following procedure:

In the event that an employee is disciplined in the form of suspension or discharge, at the employee's request, the Union and the Employer will discuss the discipline, and on a case-by-case basis may agree to waive Steps 1 to 3 of the Grievance procedure and proceed to Step 4, which is Arbitration.

Step 1.  
An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) business days after such alleged violation has occurred, present such grievance to the employee's direct supervisor as designated by the City Manager. The City Manager designated representative will discuss and give an answer to such grievance within ten (10) business days after receipt.

Step 2.  
A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed in writing to Step 2 within ten (10) business days after the City Manager

designated representative's final answer in Step 1. The written grievance shall be presented by the employee or Union to the City Manager. The City Manager shall give the employee and the Union the Employer's Step 2 answer in writing within ten (10) business days after receipt of such Step 2 grievance.

**Step 3.**

A grievance unresolved at Step 2 may be appealed to mediation. Request for Mediation from the Bureau of Mediation Services is an option, subject to agreement by the Union and Employer. A grievance not resolved at Step 3 may be appealed to Step 4 within ten (10) business days after such meeting, or within ten (10) business days of either party's disagreement to utilize mediation.

**Step 4.**

A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act, Minn. Stat. 179A.01, et seq. The selection of an arbitrator shall be made in accordance with applicable Minnesota Rules as established by the Minnesota Bureau of Mediation Services. The selection may be made from an arbitrator list available from the Bureau of Mediation Services.

**13.5**      Arbitrator's Authority

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force or effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union pursuant to the Minnesota Uniform Arbitration Act, and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and the facts of the grievance presented.

**13.6**      Fees and Expenses

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

**Article 14.**      **Paid Time Off**

**14.1**      Purpose

Paid Time Off (PTO) is time off for eligible employees to use for vacation, illness or injury, and personal business. It combines traditional vacation and sick leave plans into flexible, paid time off.

Available PTO will also be granted to employees not on personal leave when the employee is unable to perform work duties due to illness of self or child, disability, the necessity for medical, dental, or chiropractic care, childbirth, or pregnancy disability, or exposure to contagious disease where such exposure may endanger the health of others whom the employee would come in contact in the course of performing work duties.

14.2 Benefit

PTO is provided for regular full-time employees taking time away from work. Every regular full-time employee shall have PTO as follows:

<u>Years of Service</u>	<u>Annual Benefit</u>
0 - 5	23 days
6 -12	29 days
13+	34 days

14.3 PTO Accrual

PTO will accrue on a monthly basis rather than annually. PTO will start to accrue on the first day of full-time employment. Unused PTO may be carried over from one year to the next with the maximum to be carried over being equal to one-half (1/2) the previous year total accrual.

14.4 Additional Terms

PTO may also be used subject to terms and conditions as follows:

- a. Approval by the City Manager if more than ten (10) consecutive working days are to be taken by an employee.
- b. Pay can be granted in lieu of PTO except in the case of terminal leave as provided in this agreement. The City Manager and Department Head shall be responsible for scheduling PTO whereas, seniority may prevail in case of conflict.

14.5 Accrual During Leave

Except as provided herein, for the purposes of accruing PTO, an employee using earned PTO is considered to be working. All benefits the employee is eligible to receive while employed shall continue during this leave period. PTO will not be accrued after an Employee has been on any type of leave of more than thirty (30) consecutive working days.

**Article 15. Catastrophic Sick Bank, Wellness Benefit, Worker's Compensation**

15.1 Catastrophic Sick Bank

Catastrophic Sick Bank (CSB) is to be used for extended illness for employee, dependent or spouse. In addition, CSB may be used in conjunction with the birth or adoption of a child by the Employee. The CSB may be used after five (5) days of regular PTO has been used. The Employer may request initial and on-going verification of an extended illness from physician, or other qualified medical provider.

Employees will receive 80 hours annually, and the total banked amount will be capped at four-hundred-eighty (480) hours. Employees who have CSB balances exceeding four-hundred-eighty (480) hours as of the final pay period in 2017 shall be frozen and shall not



accrue additional CSB until or unless the balance is below the four-hundred-eighty (480) hour cap and shall not be allowed to accrue additional hours beyond such cap.

CSB will not accrue after an Employee has been on any type of leave of more than thirty (30) consecutive working days.

15.2 Wellness Benefit

The Employer will pay fifty-percent (50%) of the cost of the following wellness-related programs, up to an aggregate maximum of \$600 per calendar year per employee: behavior modification programs such as: smoking cessation, weight loss, diabetes management, heart disease management, cholesterol management and stress management.

For each employee, the Employer will pay its portion of each type of program only once per contract period. The Employee must submit an invoice and verification of attendance from the service provider to be eligible for reimbursement.

Wellness Benefit may not be used for other purposes, including without limitation recreational clubs, recreational equipment, recreational activities (sports, dancing, horseback riding, etc.), clothing, accessory items, assembly charges, shipping fees, maintenance contracts, whirlpools, saunas, or massage therapy.

15.3 Workers' Compensation

The Employer will compensate employees an amount equal to their regular salary less any Workers' Compensation payments to any employee who is injured while on duty, through no fault of the employee, for up to thirty (30) working days. In order to be eligible, an employee must provide the City Manager with a doctor's certificate completed by a doctor who has actually examined the employee to the Employer stating the cause of injury or illness, the diagnosis, the prognosis, and the period of time that the employee is not able to return to work. For payments under this section up to one week, the employee may provide a certificate from his/her own physician; for payments after one week (and up to the thirty day maximum), the employee must provide a certificate from the physician designated by the Employer. The time used under this provision shall not be charged against the employee's regularly accrued paid-leave benefits.

15.4 Supplement to Worker's Compensation

If an employee is not able to return to work after thirty (30) days because of an injury on duty and is receiving Workers' Compensation benefits, the employee may use accumulated CSB and/or PTO to supplement the amount received from Workers' Compensation to provide an amount equal to the employee's regular salary less any Workers' Compensation payments.

**Article 16. Insurance Benefits**

16.1 Group Health

The City will provide the following group health benefit:

Single coverage: 100% Employer- paid medical/dental premiums. The City will contribute one-half of the health insurance plan deductible to the Employee's health savings account.

Family coverage: 75% Employer- paid medical/dental premiums. The City will contribute one-half of the health insurance plan deductible to the Employee's health savings account.

Insurance Deductible: The deductible year will run from January 1 to December 31.

16.2 Participation

All employees of the City are required to be members of the Employer's group health insurance plan, unless otherwise provided by a spouse's certified group insurance plan.

16.3 Life Insurance

The Employer will provide a paid Group Life term insurance policy with a death benefit in the amount of \$25,000 for each employee.

**Article 17. Unpaid Leaves of Absence**

17.1 Written Request

An employee shall submit a written request for a leave of absence without pay to the City Manager at the earliest possible date indicating the anticipated dates of the absence and the reasons therefore.

17.2 Authorization

At its discretion, the City Manager may grant any regular employee a leave of absence without pay for a period not to exceed 90 days, except that it may extend such leaves to a maximum period of one year in case the employee is disabled or where special conditions (probationary employee, extended vacation without pay, less than 10 days LOA) or extenuating circumstances, in its judgment, warrant such extension. No PTO or CSB benefits shall accrue during a leave of absence without pay.

17.3 Types of Unpaid Leaves

Unpaid leaves shall be consistent with those provided within the Employee Reference Manual. Any changes to the Employee Reference Manual hereafter related to unpaid leaves shall only be binding under this agreement with the consent of the Union.

**Article 18. Paid Leaves**

18.1 Types of Paid Leave

Paid leaves shall be consistent with those provided within the Employee Reference Manual. Any changes to the Employee Reference Manual hereafter related to paid leaves shall only be binding under this agreement with the consent of the Union.

**Article 19. Severance**

19.1 Involuntary Termination

An employee who is involuntarily terminated by the employer for just cause shall not be eligible for severance payment, other than hours worked.

19.2 Layoff and Voluntary Termination

An employee who is laid off, or voluntarily terminates employment with at least two (2) weeks' notice shall receive payment for all unused accumulated PTO and compensatory time.

Employees may be paid out unused CSB hours up to 240 hours at their current rate of pay, but not to exceed \$5,000.

There shall be no cash value for accumulated and unused CSB hours for employees hired after 12-31-17.

19.3 Employee's Estate

The estate of any regular employee, who dies while employed by the Employer, shall be entitled to receive one-hundred percent (100%) of the employee's accrued unused PTO in cash; including provisions in 19.2.

**Article 20. Safety**

20.1 The City Manager and employees shall cooperate in the enforcement of all applicable regulations for the enforcement of job safety. If an employee feels that his/her work duties or responsibilities require such employee to be in a situation that violates federal and/or state safety standards, the City Manager shall immediately consider the matter. If such matter is not satisfactorily adjusted, it may become the subject of a grievance and will be processed in accordance with the grievance procedure set forth herein.

The Employer shall grant the Employee time during the regular scheduled work day to attend safety meetings and trainings.

**Article 21. Allowances and Reimbursement**

21.1 Clothing and Uniforms

Each regular employee who wears uniforms shall be provided with such uniforms by the Employer and provided with maintenance of such uniforms.

The Employer shall pay up to one-hundred (\$100) annually toward the purchase of Carver logo apparel for all Employees. The Employee may wear Carver logo apparel at times of their choosing.

21.2 Safety Footwear or Clothing,

The Employer shall pay up to two hundred and seventy-five dollars (\$275) every year to each employee required to where safety footwear or clothing.. The Employee must submit a receipt for the purchase of "safety" in order to be eligible for reimbursement. Safety footwear must be safety toed.

21.3 Prescription and Safety Glasses

Every two (2) years, the Employer shall pay the cost of prescription or nonprescription safety lenses and frames for each employee who is required to wear them for work-related duties. If damaged or broken during work, replacement shall be provided. The Employee

must submit a receipt for the purchase of “safety glasses” in order to be eligible for reimbursement.

- 21.4 Mileage  
Mileage reimbursements shall be paid for use of personal vehicle when necessary for City business at the current IRS rate. Mileage reimbursement requests shall include the date of travel, destination, purpose and mileage claimed.
- 21.5 Lodging  
Lodging shall be compensated for direct expenses when necessary for City business and pre-approved by the employee’s supervisor. The Employee must submit a receipt for the purchase of “lodging” in order to be eligible for reimbursement.
- 21.6 Meals When Traveling on City Business  
Meals when traveling on City business excluding alcoholic beverages, shall be reimbursed for expenses incurred as provided in the Employee Reference Manual. The Employee must submit a receipt for the purchase of “meals” in order to be eligible for reimbursement. Any changes to the Employee Reference Manual hereafter related to “meals when traveling on City business” shall only be binding under this agreement with the consent of the Union
- 21.7 Parking  
Parking shall be reimbursed for expenses incurred while on City business. The Employee must submit a receipt for the purchase of “parking” in order to be eligible for reimbursement. The Employer will reimburse up to \$10 in expenses (without a receipt) for parking meter fees per day, upon signed verification by employee.

**Article 22. Savings Clause**

- 22.1 This Agreement is subject to the laws of the United States and the state of Minnesota. In the event that any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party. Notwithstanding the language contained in this provision, neither party must comply with any provision contained in this Agreement, if said provision in contravention of Minnesota and/or federal law.

**Article 23. General Provisions**

- 23.1 Wages  
Employees shall be paid in accordance to the City of Carver Pay Scale effective January 1, 2022 (exhibit A). Employees will be provided the following increases based on their pay as of December 31, 2021:

January 1, 2022: 3%  
January 1, 2023: 3%

## Pay Scale

Effective January 1, 2022, the pay scale shall be adjusted as is consistent with the change in the consumer price index calculator available through the Federal Reserve Bank of Minneapolis found at minneapolisfed.org. The calculation shall be done by the City in August of 2021, for the pay scale adjustment effective January 1, 2022 in the presence of a union representative. Should the calculation made show a decrease in the CPI, the pay scale of January 1, 2021 shall remain in effect.

### 23.2 Pay Periods

Pay periods for employees covered by this Agreement shall be bi-weekly. Paychecks shall normally be issued every other Friday.

### 23.3 Deferred Income

An eligible employee may at his/her option defer income to a maximum of 25% of gross salary but not to exceed \$7,500 per year, pursuant to I.R.C. 403(b) as amended.

### 23.4 Outside Employment

Outside employment shall be allowed under the terms of the Employee Reference Manual.

Full-time employees are required to notify the City Manager, or designee, relative to engaging in any other employment, activity or enterprise for private gain. The City Manager, or designee, shall monitor and may prohibit the outside employment, activity or enterprise of employees for private gain, after giving consideration to the following conditions:

- The outside activity interferes with the employee's ability to perform required job duties for the City.

Private gain or advantage will not be realized from the use of City time, staff, facilities, equipment, supplies, or influence upon City employees.

- Private gain or advantage shall not be realized for the performance of an act which the employee would be required or expected to perform as part of the employee's job duties.

At the discretion of the City Manager, or designee, approval of outside employment for private gain may be withdrawn in writing. A meet and confer shall be facilitated prior to any final action being taken by the City Manager.

An employee's failure to disclose participation in non-City employment may be grounds for disciplinary action up to and including discharge.

Use of City time, staff, facilities, equipment, supplies or influence of City employees for private gain or advance is prohibited. Such occurrences may result in disciplinary action up to and including discharge.

### 23.5 Employee Reference Manual

This Agreement supersedes all conflicting provisions of the Employer's Reference Manual. All provisions of the Employee Reference Manual which do not conflict with this

Agreement shall apply. Nothing in this agreement shall prohibit the employee from receiving benefits and leaves provided in the Employee Reference Manual but not specified in this agreement.

23.6 Volunteer Firefighters

An employee who is also an emergency responder or firefighter for the City of Carver and who responds to an emergency call during normal working hours shall have such time considered as time worked.

**Article 24. Management Rights**

24.1 The Employer is not required to meet and negotiate on matters of inherent managerial rights. Matters of inherent managerial rights include, but are not limited to, such areas of discretion as to the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, direction and number of personnel, and the right to select persons to serve as supervisory employees or state managers.

**Article 25. No Strike / No Lockout**

25.1 No Strike

In recognition of the provisions included in this Agreement, for a grievance procedure to be used for resolution of disputes, the Union agrees that neither the Union, its officers, or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, mass absenteeism, mass use of PTO, the willful absence from one's position, or the stoppage of work in part of the full, faithful, and proper performance of the duties of employment. Any violation of any provisions of this Article is grounds for disciplinary action including termination.

25.2 No Lockout

No lockout shall be instituted by the Employer during the life of this Agreement provided that no employee or the Union has violated Section 25.1.

**Article 26. Complete Agreement and Waiver of Bargaining**

26.1 Complete Agreement

This Agreement shall represent the complete Agreement between the Union and the Employer.

26.2 Waiver of Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by the law from the area of collective bargaining, and that the complete 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 Agreement each voluntarily and unqualifiedly waives the right to and each agrees that the other shall not be obligated to bargain collectively with respect to any subject 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 of the parties at the time that they negotiated or signed this Agreement, unless they mutually agree to do so.

**Article 27. Labor and Management Meetings**

27.1 The City Manager and Employees of the collective bargaining unit shall meet quarterly in March, June, September, and December of each year to discuss labor and management topics.

**Article 28. Duration**

28.1 This Agreement shall be in full force and effect from January 1, 2022, to December 31, 2023, and shall be renewed from year to year. Either party wishing to modify this Agreement must provide notice of intent ninety (90) days prior to December 31, 2023 or ninety (90) days prior to December 31 of any year for which the Agreement has been automatically renewed pursuant to the previous sentence.

**FOR THE CITY OF CARVER:**

  
\_\_\_\_\_  
Courtney Johnson, Mayor

7/6/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Brent Mareck, City Manager

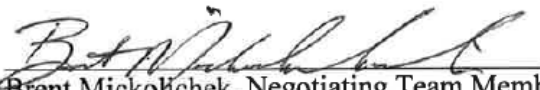
**FOR AFSCME Minnesota Council 65:**

  
\_\_\_\_\_  
John Rostad, Staff Representative

8/28/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cathy Elke, Negotiating Team Member

  
\_\_\_\_\_  
Erik Madigan, Negotiating Team Member

  
\_\_\_\_\_  
Brent Mickolich, Negotiating Team Member

  
\_\_\_\_\_  
Brenda Good, President