



Collective Bargaining Agreement
Between
AFSCME Council 65, Local 3628-0002, AFL-CIO
And
Staples City
1/1/2022 – 12/31/2023

Labor Representative: Ginger Thrasher (gthrasher@afscme65.org or 320-640-0145)

AFSCME Council 65 Office: info@afscme65.org or 888-474-3242

WEINGARTEN RIGHTS

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

BECOME AN AFSCME 65 MEMBER

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



MEMBER BENEFITS

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

www.afscme.org/member-resources

www.unionplus.org

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

ORGANIZING

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



ORIGINAL

LABOR AGREEMENT

BETWEEN

THE CITY OF STAPLES

AND

THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL 65

LOCAL UNION NO. 3628

JANUARY 1, 2022 - DECEMBER 31, 2023

THE CITY OF
STAPLES
AND
THE AMERICAN
FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES
COUNCIL 65,
LOCAL NO. 3628

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE NO
ARTICLE I	GENERAL CONDITIONS	3
ARTICLE II	EMPLOYER AUTHORITY	3
ARTICLE III	GRIEVANCES, ARBITRATION	3
ARTICLE IV	WORK SCHEDULES	6
ARTICLE V	OVERTIME	6
ARTICLE VI	HOLIDAYS	7
ARTICLE VII	WORKING CONDITIONS	7
ARTICLE VIII	VACATION	8
ARTICLE IX	SICK LEAVE	9
ARTICLE X	FUNERAL LEAVE	9
ARTICLE XI	JURY DUTY	10
ARTICLE XII	PROMOTIONS	10
ARTICLE XIII	LAY OFFS	10
ARTICLE XIV	SENIORITY	11
ARTICLE XV	SAFETY	11
ARTICLE XVI	HEALTH INSURANCE	11
ARTICLE XVII	DUES WITHHOLDING	12
ARTICLE XVIII	UNION STEWARD	12
ARTICLE XIX	FOUL WEATHER CONDITIONS	12
ARTICLE XX	LEAVE OF ABSENCE	12
ARTICLE XXI	INJURED ON THE JOB	13
ARTICLE XXII	CLASSIFICATION AND PAY SCALES	14
ARTICLE XXIII	PERIOD OF AGREEMENT – APPROVAL	14
ARTICLE XXIV	DEFINITIONS	15
ARTICLE XXV	SAVINGS CLAUSE	16
ARTICLE XXVI	CLOTHING ALLOWANCE	16
ARTICLE XXVII	FLEX BENEFIT	16
ARTICLE XXVIII	SUPPLEMENTAL RETIREMENT	16
ARTICLE XXIV	HEALTH CARE SAVINGS PLAN	17

2022-2023 AGREEMENT

This AGREEMENT, entered into between the City of Staples, Minnesota, hereinafter called the EMPLOYER, and Local Union No. 3628 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 65 hereinafter called the UNION, shall continue in full force and effect from January 1, 2022 through December 31, 2023.

ARTICLE I GENERAL CONDITIONS

SECTION 1. The Employer recognizes the right of its employees to organize and to bargain collectively through representatives of their own choosing. The parties hereto mutually agree that the employees listed in the classifications listed in Article XXII of this Agreement constitute a unit appropriate for the purpose of collective bargaining with respect to rates of pay, the number of hours worked, and other conditions of employment for all employees in the classifications listed as stated above. The Employer agrees to meet and deal with the duly accredited officers, committees or representatives of the Union upon all matters covered by the terms of the Agreement.

SECTION 2. RECOGNITION. The employer recognizes the Union as the exclusive representative for all employees of the City of Staples, Staples, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, subdivision 14, excluding supervisory, confidential, essential, and Public Utility employees.

SECTION 3. The Employer agrees not to sublet any work coming under the jurisdiction of the Union that would result in lay off of regular employees of the department.

ARTICLE II EMPLOYER AUTHORITY

The Employer retains the full unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; including the transfer, alternation, curtailment or discontinuance on any services; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE III
GRIEVANCES - ARBITRATION

SECTION 1. Definition of Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this contract. It is specifically understood that any matters governed by civil service rules, merit system rules or statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth. No disciplinary action which may be appealed to a civil service or merit system authority will be considered a grievance and subject to the grievance procedure herein.

SECTION 2. Organizational Representatives. The Employer will recognize employee representatives designated by the exclusive representative as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The exclusive representative shall notify the Employer in writing of the names of such employee representatives and of their successors when so designated.

SECTION 3. Processing of Grievance. It is recognized and accepted by the exclusive representative and 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 only when consistent with such employee duties and responsibilities. The aggrieved employee and the employee representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the employee representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

SECTION 4. Procedure. Grievances, as defined by Section 1, shall be received in conformance with the following procedure;

Step 1. An employee claiming a violation concerning the interpretation or application of this contract shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, acts on which it is based, the provision or provisions of the contract allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representatives final answer in Step 1. Any grievance not appealed in writing to Step 2 by the employee within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented to and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the employee the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by

the employee within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented to and discussed with employer-designated Step 3 representative. The Employer-designated representative shall give the employee the Employer answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. A grievance not appealed in writing to Step 4 by the employee within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. For the purpose of selecting an impartial arbitrator, the parties shall meet within ten (10) working days from the date of the written appeal of the grievance to arbitration. Request for arbitration may be via regular mail or e-mail. If the parties are unable to agree upon an impartial arbitrator within the ten (10) working day period, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

SECTION 5. Arbitrator's Authority. (A) The issue or issues as stated in Step 3 of the grievance shall constitute the sole and entire subject matter to be heard by the arbitration, unless the parties agree to modify the scope of the hearing. (B) The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the employee, and shall have no authority to make a decision on any other issue not so submitted. (C) 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 and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following 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 based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented. (D) The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the exclusive representative, 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.

SECTION 6. Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time 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 limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the employee in each step.

SECTION 7. Grievance Representative. Employees presenting grievances may choose to be represented by the grievance representative of the exclusive representative.

ARTICLE IV
WORK SCHEDULES

SECTION 1. The sole authority in work schedules is the Employer. The normal work schedule will be eight (8) consecutive hours, except for a lunch period. The normal work week will be five (5) consecutive days, forty (40) hours per week.

SECTION 2. In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day work more than eight (8) hours, however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.

SECTION 3. If an employee works four (4) or more hours of overtime and is released from work, eight (8) hours shall elapse before returning to work without loss of regular work day pay. When employees are released and called back to work before eight (8) hours of time have elapsed, they shall receive two times their regular pay until released. Employees called out will begin at their appropriate rate and continue in the highest rate encountered until released for their eight (8) hours of rest.

ARTICLE V
OVERTIME

SECTION 1. Hours worked in excess of eight (8) hours per day will be compensated for at one and one-half (1-1/2) times the employee's regular base pay rate. Employees shall not be required to take time off during the regular scheduled shift for overtime worked or to be worked. Overtime refused by the employees will for record purposes be considered as unpaid overtime worked.

SECTION 2. Unscheduled employees who work on recognized holidays and on Sundays shall be paid at the rate of two (2) times their regular pay.

SECTION 3. Employees scheduled to work on recognized holidays shall be considered as overtime and shall be paid one and one-half (1-1/2) times their regular base pay in addition to the employee's base pay.

SECTION 4. A minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's regular base pay rate shall be allowed to all employees who are called back to work after having been released from their regular scheduled day's work.

SECTION 5. Insofar as possible, any overtime work shall be divided as equally as possible among the employees who regularly perform the work to be done

ARTICLE VI
HOLIDAYS

SECTION 1. Holidays within the Agreement shall be:

New Year's Day
Presidents Birthday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day

Good Friday
Christmas Day
Day after Thanksgiving
Martin L King Birthday

SECTION 2. Said holidays shall be paid holidays, but with the option retained by the Employer to grant a day off instead of additional payment where the holiday falls on Saturday, Sunday or within an employee's vacation period.

ARTICLE VII
WORKING CONDITIONS

SECTION 1. When employees are required to work two (2) hours or more after regularly scheduled quitting time, they shall be furnished a meal by the Employer, and every four (4) hours thereafter that such employees are required to continuously work, they shall be furnished an additional meal. In the event that an employee is unable to take a meal break, employee will be entitled to turn in a voucher for \$7.50. The Employer encourages employees to take advantage of the overtime meal program currently in place for the safety and health of our employees.

SECTION 2. Differential Pay. The City of Staples will pay Street Department employees differential pay of ninety cents (\$.90) per hour for each hour worked prior to the normal start time for the department for snow removal operations. The Public Works Director along with the Department Lead will determine the appropriate start time.

SECTION 3. When employees are temporarily transferred from the department in which they are regularly employed to another department or position with a lower rate of pay, such employees shall suffer no reduction or other loss in rate of pay unless mutually agreed between the Employer and the Union. When an employee is temporarily transferred from the department in which they are regularly employed to another department or position with a higher rate of pay, such employee shall be uprated to that rate of pay for the time he actually puts in that classification.

ARTICLE VIII
VACATION

SECTION 1. All regular full-time employees shall receive vacation as follows:

<u>Years of Service</u>	<u>Hours of Vacation</u>
Beginning 0 to 1 Year	80 Hours
Beginning 2 to 5 Years	96 Hours
Beginning 6-15 Years	120 Hours
Beginning 16 Years	128 Hours
Beginning 17 Years	136 Hours
Beginning 18 Years	144 Hours
Beginning 19 Years	152 Hours
Beginning 20 Years	160 Hours
Beginning 21 Years	168 Hours
Beginning 22 Years	176 Hours
Beginning 23 Years	184 Hours
Beginning 24 Years	192 Hours
Beginning 25 Years	200 Hours
Beginning 26 Years	208 Hours
Beginning 27 Years	216 Hours
Beginning 28 Years	224 Hours
Beginning 29 Years	232 Hours
Beginning 30 Years	240 Hours

Vacation accumulation will have no cap during the calendar year. On December 31, the maximum accumulation must not exceed 240 hours. Vacation hours shall accrue on a monthly basis at a rate of 1/12 of the annual amount granted above per month commencing with the first month of employment for new hires and adjusting on the anniversary date of hire for all employees. Annual accruals are based on an employee having at least 2,080 paid hours per year (40 hours per week). An employee may use accrued vacation in the seventh month of employment following a successful performance evaluation at six months.

SECTION 2. Employees will be asked to designate their choice for vacation time previous to May 1st. All vacation insofar as practical will be granted in accordance with the desires of the employee in the order of seniority. Employees may carry over up to 240 hours of unused vacation into the next calendar year.

SECTION 3. It is agreed that any employee called back to work for any reason whatsoever on vacation shall be paid at the rate of one and one-half (1-1/2) times his regular rate of pay for all time worked during such period. Employee called back to work also shall be allowed an equal amount of time of for vacation purposes at a later date. Should the Employer find it impossible to grant any employee his vacation and requires him to work without taking his accrued vacation, such employee shall be paid straight time for all time worked, and in addition, he shall be paid his regular hourly rate for the

hours worked during the period in which he would have normally taken his vacation.

SECTION 4. Upon termination of employment for any cause, the employee shall be paid for any accumulated vacation credits, including any earned vacation from January 1st to the date of termination in that year.

SECTION 5. Two (2) weeks notice of the employee's desire to terminate employment shall be given to the Employer by an employee. If an employee fails to do so, he shall forfeit all benefits covered by the provisions of this Agreement.

ARTICLE IX SICK LEAVE

SECTION 1. Each employee shall receive one (1) day sick leave for each month of employment. Unused sick leave shall be accumulative from year to year up to a total of 128 working days. After three (3) days of illness/injury, EMPLOYER may request a Doctor's Release to return to work. Employees will be allowed to accumulate more than 128 working days during the year but no employee will have more than 128 days as of January 1 of each year. The employee shall receive a severance payment of fifty percent (50%) of unused sick leave on retirement, separation, or death after seven (7) years or more of service, with a maximum of sixty four (64) days. In case of death, the benefit shall go to the beneficiary that is declared on the City life insurance policy.

SECTION 2. In the case of death of an employee while on active duty for the EMPLOYER, all accumulated sick leave shall be paid to the employee's spouse or beneficiary in accordance with Minnesota law or the employee's estate.

ARTICLE X FUNERAL LEAVE

SECTION 1. All regular employees shall have a maximum of five (5) days funeral leave for family consisting of spouse, children, step-children, mother, father, and step-parents, a maximum of three (3) days for grandparents, grandchild, mother/father-in-law, brothers, sisters, step-brother/sister, brother/sister-in-law, and one (1) day for aunts, uncles, nieces and nephews.

ARTICLE XI JURY DUTY

SECTION 1. Employees required to serve on a jury duty shall be allowed the difference of pay by the Employer for all full days served. If the employee is excused after reporting and returns to work, the employee's wages will not be deducted for that day.

ARTICLE XII PROMOTIONS

SECTION 1. When a vacancy exists or a new position is created within the bargaining unit, it shall be posted on all bulletin boards. Employees desiring to be considered shall apply by filling out the prescribed form and delivering it to the City Clerk's office by the end of the posting date of ten (10) days. The applicants shall be considered on a basis of ability and seniority shall govern the selection. The job shall be awarded to the senior qualified applicant within thirty (30) calendar days of the posting date. Promoted employees shall be allowed a qualifying period of ninety (90) days.

SECTION 2. The Union Steward shall be informed of any promotions, demotions or transfers of any employees to outside of the bargaining unit prior to the initiation of such action.

ARTICLE XIII LAY OFFS

SECTION 1. Reassignments and/or demotions caused by lack of work shall be accomplished by inverse order of seniority within department. No senior employee shall be laid off provided he has the necessary qualifications to perform the duties in an equal or lower job classification which is being performed by a lesser senior employee within the department.

SECTION 2. All regular employees are to receive full-time employment in accordance with the terms and conditions of this Agreement. Two (2) weeks notice of lay-off shall be given said regular employee.

SECTION 3. Seniority shall be broken or lost by employee's voluntary resignation from employment or by his discharge filed in writing for just cause and after a hearing, if requested by the employee.

SECTION 4. No seniority shall be broken or lost for an employee by illness, authorized leave of absence, or temporary lay off.

SECTION 5. Employees laid off by the Employer shall retain recall rights for a period of one (1) year.

ARTICLE XIV SENIORITY

SECTION 1. Seniority shall be established and employees placed on the seniority list within department after completion of six (6) months continuous service (probation period of employment with the Employer) within the job classifications covered by this Agreement, after which the employee shall be automatically credited with six (6) months seniority.

ARTICLE XV
SAFETY

SECTION 1. The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters, and to encourage employees to work in a safe manner. The City shall furnish other Personal Protective Equipment, such as hard hats, safety glasses, gloves and other necessary equipment for the protection of the employees, and it is mandatory that they be used whenever such apparel is essential and necessary for the safety of the employees.

ARTICLE XVI
HEALTH INSURANCE

SECTION 1. An employee that elects single coverage for hospitalization, medical and surgical group insurance, the employer contributes 100% of the single premium. If the employee elects hospitalization, medical and surgical group insurance for family coverage, the employer contributes 75% of the family premium.

The Employer will make monthly contributions toward a Health Savings Account (HSA) for eligible employees participating in a group health and medical insurance plan offered by the Employer, which includes an HSA, as provided in this paragraph. The Employer will contribute to the HSA of each eligible employee participating in an Employer-designated health and medical insurance plan, which includes an HSA, to the extent that the Employer and insurance carrier continue to offer such a plan as part of the Employer provided group health and medical insurance program, in an amount per year up to but not to exceed \$5,000 for family coverage and \$2,500 in each respective year for single coverage.

In the event of a medical condition or expense, at the discretion of the City Administrator, the city will pay monthly HSA payments in advance of the regular schedule up to the annual contribution. In the event that the employee leaves employment with the city for any reason the city will hold any severance payments from leave balances or pay until the city is made whole, on a prorated basis, for the HSA contributions previously paid provided the employee signs an appropriate authorization and consent. This shall not be subject to the grievance procedure in this agreement.

An Employee insurance committee shall be established to seek out quotes on equivalent coverage's. Upon completion, the Employer and the Union agree to meet and negotiate the Employer's contributions towards the plan.

The Employer agrees to purchase and pay the full cost of insurance for the level of benefits currently in effect covering life for the employee and dependents and indemnity benefits in case of accident or sickness.

The Employer agrees to pay for a Hepatitis B shot, at the discretion of an Employee.

SECTION 2. The Employer agrees, upon the employee's retirement, to receive and forward insurance premium payments from employees who desire to continue insurance coverage until age of 65.

ARTICLE XVII DUES WITHHOLDING

SECTION 1.

The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deductions of dues shall commence 30 working days after initial employment with the Employer, and

The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. Mail; and

The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

SECTION 2. Fair share/Agency Fee. The Union may collect an Agency fee or Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sect. 179.06, Subd. 3.

SECTION 3. The Union agrees to indemnify and hold the Employer harmless against any an all claims, suits, orders, or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

ARTICLE XVIII UNION STEWARD

SECTION 1. The Union shall appoint a certain employee from the bargaining unit to act as Steward and shall notify the Employer in writing. The Employer shall be notified of any changes.

ARTICLE XIX
FOUL WEATHER CONDITIONS

SECTION 1. The Employer will not require employees covered in this Agreement to do work in weather that is more than ten degrees Fahrenheit (-10 degrees F) below zero, unless such emergency work is necessary to protect life or property or maintain service to the public. If the employees are required to work during inclement weather, for an extended period of time, the Employer shall furnish them with foul weather gear.

ARTICLE XX
LEAVE OF ABSENCE

SECTION 1. Unpaid leave of absence up to a maximum of sixty (60) consecutive working days in one (1) year may be granted upon the approval of the Employer. No employee shall accept other employment while on leave of absence.

ARTICLE XXI
INJURED ON THE JOB

SECTION 1. In the event an employee is injured while performing work for the Employer, the Employer shall reimburse such an employee the difference between the Worker's Compensation received and the employee's regular wages for the term of this contract.

ARTICLE XXII
CLASSIFICATIONS AND PAY SCALES

<u>JOB CLASS</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Strt/sup	*set	75%	80%	85%	90%	100%
Strt/op	“ “	75%	80%	85%	90%	100%
Com/mnt	“ “	75%	80%	85%	90%	100%

	<u>BASE 2021</u>	<u>PAY 2022</u>	<u>PAY 2023</u>
Strt/sup	**	**	**
Strt/op	27.82	28.65	30.66 29.51
Com/mnt	23.14	23.83	24.55

**Street Supervisor salary shall be 107% of Step 6 salary
2022 \$30.66
2023 \$31.58

Strt/sup = Street Maintenance Supervisor
Strt/op = Street Maintenance Operator
Com/mnt = Community Center Custodian Maintenance
*Set = Set by Employer

1. The Steps shall be in six (6) month intervals. If an employee successfully completes the State of Minnesota’s requirement for the respective job classification, the steps shall be accelerated upon the supervisor’s recommendation.
2. The Employer shall pay the additional renewal cost and endorsements for a commercial driver’s license above a Class C driver’s license. mcm

ARTICLE XXIII
PERIOD OF AGREEMENT - APPROVAL

Section 1. Obligation of Bargain. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining and that all of 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 Agreement and any extension, 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 referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even through 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.

SECTION 2. This Agreement, when signed by the proper officials of the Employer and Local Union No. 3628, shall become effective as of January 1, 2022, and shall continue in effect through and until December 31, 2023. Thereafter, this Agreement shall be automatically renewed for terms of one year each, unless written notice of a desire to terminate this Agreement is given by one party to the other party at least ninety (90) calendar days prior to the expiration date of December 31, 2023.

When notice for changes only is given, it shall state the nature of the changes desired by the party serving the notice. Changes may be made at any time by mutual consent. Any changes agreed upon shall be reduced to writing, signed by the parties hereto and approved by the Union, the same as this Agreement.

ARTICLE XXIV DEFINITIONS

UNION: American Federation of State, County And Municipal Employees, Local No. 3628.

EMPLOYER: The City of Staples.

UNION MEMBER: A member of American Federation of State, County and Municipal Employees, Local No. 3628.

EMPLOYEE: A member of the exclusively recognized Bargaining Unit.

BASE RATE OF PAY: The employee's hourly pay rate.

SENIORITY: Length of continuous service with the Employer.

OVERTIME: Work performed at the express authorization of the employer in excess of a scheduled shift, or an averaged forty (40) hour work week.

CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.

ARTICLE XXV
SAVINGS CLAUSE

SECTION 1. This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Staples. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE XXVI
CLOTHING ALLOWANCE

City to provide the cost of clothing for AFSCME Local Union 3628 members at \$350.00 per year in 2022 and \$350.00 per year in 2023 by the second pay period of the calendar year.

Field employees to have pants, shirts, belts, jackets, coveralls, boots, workshoes, caps and hats included in clothing allowance.

Office employees to have slacks, skirts, tops and jackets included in clothing allowance. Style, color and material to be decided upon by Employer and agreeable to the employees. All shirts, jackets and coveralls to have the "City of Staples" logo and name on them.

ARTICLE XXVII
FLEX-BENEFIT

The Employer agrees to set up and administrate a Flex-Benefit plan. This plan is to be set up as soon as possible, according to rules and regulations that govern it.

ARTICLE XXVIII
SUPPLEMENTAL RETIREMENT

SECTION 1. The EMPLOYER agrees to provide employees with a contribution to the deferred compensation program under Minn. Stat. 352.965. The contribution shall be in an amount matching the employee's contribution on a dollar for dollar basis as permitted by Minn. Stat. 356.24 not to exceed three hundred dollars (\$300.00) per employee in each fiscal year of the Agreement."

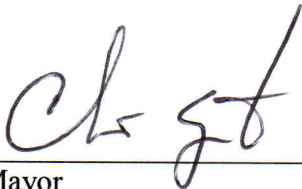
ARTICLE XXIV
HEALTH CARE SAVINGS PLAN

The Employer and the Union agree to the establishment of a Health Care Savings Plan (HCSP) through the Minnesota State Retirement System (MSRS). Contributions to the HCSP will be established for the AFSCME (Local 3628) Union employees by the AFSCME (Local 3628) Union. Individual members may neither increase nor decrease their individual contributions from the amount established by the AFSCME (Local 3628) Union. All employees in the bargaining unit will contribute at the following levels:

- Employees who are eligible for severance under Article IX of this Labor Agreement shall contribute 100% of their severance (sick and vacation) into the Post Employment Health Care Savings Plan (HCSP) upon termination of employment provided the employee is immediately eligible for a Public Employees Retirement Association pension at the time of termination.
- Employees who separate employment and are not immediately eligible for a Public Employees Retirement Association pension at the time of termination, and who are still eligible for severance under Article IX of this Labor Agreement, shall be paid this benefit in “cash”.
- If the employee is deceased, all severance will be paid in full in “cash” to the beneficiary that is declared on the City’s life insurance policy designation of beneficiary.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the latest date affixed to the signatures hereto.

FOR: THE CITY OF STAPLES



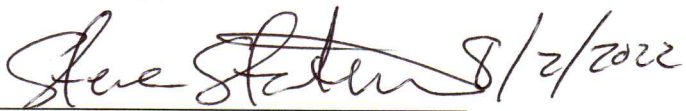
Mayor



City Administrator

Date: 5/5/22

FOR: AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES



President, Local 3628



AFSCME Representative

Date: _____