

**AGREEMENT**

**between**

**CITY OF APPLETON, MINNESOTA**

**and**

**LOCAL 2538, MINNESOTA COUNCIL 65**

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

**ESSENTIAL UNIT**

**1-1-2018 to 12-31-2020**

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## AGREEMENT

This Agreement, entered into between the City Council of the City of Appleton, hereinafter referred to as the "EMPLOYER", and the American Federation of State, County and Municipal Employees, AFL-CIO, Local Union 2538, and AFSCME Council 65, hereinafter referred to as the "UNION".

### ARTICLE I PURPOSE

#### Section A.

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work, and all other conditions of employment to be observed by the parties.

The parties hereto, having come to agreement as to the terms and conditions of employment for the members of the bargaining unit, do hereby enter into this Agreement in accordance with the Public Employment Labor Relations Act.

#### Section B.

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

### ARTICLE II RESPONSIBILITIES OF PARTIES

#### Section A.

Each of the parties of this Agreement hereby acknowledges the rights and responsibilities of the other parties' and agrees to discharge its responsibilities under this Agreement.

#### Section B.

The Employer, including its managerial and supervisory and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

#### Section C.

The Union, including its officers and representatives and all employees are firmly bound to observe the conditions of this Agreement.

Section D.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

1. The applicable procedures of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedure.
2. There shall be no interference with the rights of the employees to become or continue as members of the Union.
3. Both parties pledge to dedicate to the public safety and concerns for general good and welfare for the community.

ARTICLE III  
RECOGNITION

Section A.

The Employer recognizes Local 2538, American Federation of State, County and Municipal Employees, AFL-CIO, and AFSCME Council 65, as the exclusive representative for collective bargaining purposes for all employees contained within the bargaining unit composed of all essential employees of the City of Appleton, Minnesota, who are public employees within the meaning of Minnesota Statute I 79A.03, Subd. 14, excluding confidential and supervisory employees.

Section B.

The Employer shall not enter into any agreements with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, sex, color, religious or political belief.

ARTICLE IV  
MANAGEMENT

Section A.

The union recognizes the right and obligation of the Employer to officially manage and conduct the operation of the City within the detailed limits as described in the Minnesota Public Employees Labor Relations Act, Section 179A.07, inclusive.

ARTICLE V  
CHECKOFF OF UNION DUES

Section A.

The Employer agrees to deduct from the salary of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary/Treasurer of Local 2538, which are Union dues or initiation fees of the Union, and transmit to AFSCME Council 65 the total amount so deducted, together with a list of the names of the employees from whose pay deductions were made.

Section B.

All employees covered by this Agreement as provided in Article III, Recognition, who are not members of the Union, may be required by the Union to contribute a fair share fee for services rendered by the Union. The Employer, upon notification by the Union of such employees, shall be obligated to check off said fee from the earnings of the employees and transmit same to the Union. In no instance shall the required contribution exceed a pro-rata of the specific expenses incurred for services rendered by the Union in relationship to negotiations and administration of grievance procedure.

Section C

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Employees shall only be able to sign up during the Employer's open window sign-up period

ARTICLE VI  
HOURS OF WORK

Section A.

Hours of work shall be 2080 per year and 80 hours within a pay period. Normal hours of work shall be Five (5) Eight (8) hour shifts within forty hour work week or a flexible schedule of 10 hour shifts. Officers shall be regularly scheduled Forty (40) hours per week or under flexible schedule eighty (80) hours per pay period. Shifts will be posted in advance and not changed unilaterally without 2 weeks notice.

Section B.

The Employer agrees that split; shift work will not be scheduled for employees of any department.

### Section C.

All employees shall be granted a lunch period of not more than one (1) hour at the midpoint of the work shift or during customary eating hours, the same to be included as part of the employee's paid work shift. Rest periods during the day are limited to a maximum of 15 minutes each break. Employees shall be allowed two (2) breaks per shift.

### Section D.

Employees shall be paid for being on call as per current schedule at the rates stated as follows:

- \$5 PER HOUR MONDAY 12:00 AM THRU FRIDAY 12 MIDNIGHT
- \$6 PER HOUR SATURDAY 12:00 AM THRU SUNDAY 12 MIDNIGHT

- (1) All employees covered under this Agreement called out during off-duty hours shall receive a minimum of two (2) hours pay at time and one-half. (Includes court appearances)
- (2) Employees who voluntarily report to work during off-duty hours, take telephone calls or other work-related necessities without being called out, shall keep track of their time in 15-minute increments. When the time accumulated amounts to 2 hours, it shall be turned in for appropriate pay.
- (3) Employees may opt to take compensatory time off in lieu of overtime pay, subject to provisions of the Fair Labor Standards Act as amended 1985. Compensatory time off shall be at the rate of one and one-half (1/2) hours off for each one (1) hour worked over the employees normal hours of work as provided in Article VI, Section A. For purposes of compensatory time accumulation and utilization, an employee may accumulate time off to 200 hours. In the event compensatory time is not used, it will be paid out as the appropriate rate at the employee's request with two weeks notice to the employer.
- (4) Employees agree that there is a \$4,000.00 per officer annual overtime cap for cash overtime. If an officer terminates employment and a new officer is hired or if a new officer is hired, the \$4,000.00 per officer annual overtime cap shall be prorated based on date of hire to December 31.

### Section E. Overtime Hours.

All hours of forty in a week or under flex of 80 in a pay period will be compensated for at time and one-half pay or comp. time as above.

All overtime will be distributed as equally as possible between full-time employees. All overtime must be authorized in advance, except in the case of an emergency, after which an employee will inform the supervisor.

For purposes of calculating overtime, paid holidays, sick leave and vacation shall be counted as time worked.

ARTICLE VII  
SICK LEAVE

Section A.

All regular employees shall earn sick leave, with pay, at the rate of 8 hours for each month of service, accumulative to nine hundred and sixty (960) hours or one hundred and twenty (120) working days.

Section B.

The employer may require the employee to present a verification of illness, for a sick leave of absence of more than three (3) days, by requiring a doctor's written certification. Sick leave shall be paid for absences because of illness, injury, need for medical or dental care, or by illness in the immediate family where attendance of the employee is necessary. For purposes of this section immediate family shall be defined as spouse, and parents, siblings and' children of either employee or employees spouse.

After an employee has reached the maximum of sick leave they may opt to trade back to the City 2.4 days of sick leave for one (1) day of vacation using a maximum of five (5) days a year.

Sick leave may also be used to extend funeral leave, attending funerals of friends and/or acting as a pallbearer, using 8 hours for one (1) sick day.

Section C. Worker's Compensation.

Pursuant to Minnesota Statute 176, an employee injured on the job in the service of the city and who is collecting Worker's Compensation insurance benefits may draw sick leave or vacation from the City so that the Worker's Compensation benefit plus the sick leave or vacation results in the employee receiving a full salary. Only that fraction of a day's wages not so covered by Worker's Compensation benefits will be deducted from the employee's accrued sick leave or earned vacation up to the extent of the employee's total accrued sick leave or earned vacation days. The Employer shall continue to provide benefit payments as described in this Agreement during the period of the injured employee's disability.

Employees shall continue to accrue seniority throughout the period of disability.

Section D. Leave of Absence for Illness or Injury.

After an employee has used all of his accumulated sick leave, upon written request by the employee, he shall be granted a leave of absence without having his name removed from the employment register. After each six (6) months interval, the Employer and the Union shall review the case as to whether any further leave shall be granted, not to exceed five (5) years, and subject to the furnishing by the employee of a doctor's report for each six-month period. The Employer agrees to pay employee's insurance program for the first six (6) months of such leave of absence.

Section E.

The Employer will pay for all physical examinations required by the Employer or by any Federal and/or State rules and regulations.

Section F. Maternity Paternity or Child Care Leave

An employee shall be allowed to use accrued vacation, sick leave, compensatory time, and unpaid leave in any combination for this leave. The period for this leave could occur three (3) months prior to the expected date of birth, to six months after the birth of the child. Notification and consultation with the Employer is required. Total period of the leave shall not exceed six (6) months, unless requested and approved by the parties.

Section G. Severance Pay

If an employee retired following fifteen (15) years of service with the City, the employee shall receive 50% of the value of the unused accumulated sick leave in a cash payment, up to 480 hours. The City may require thirty (30) days advance notice of the employee's intent to cash out the unused accumulated sick leave.

ARTICLE VIII  
EMERGENCY LEAVE

Section A.

All employees shall be entitled, to use three (3) days of paid time off, in order to attend a funeral service in the case of death of an immediate family member. An immediate family member is defined as spouse, son, daughter, parents, siblings, in-laws, grandparents, grandchildren, aunts and uncles. This may be extended in cases of travel or responsibilities for arrangements for two (2) days.

Section B.

When an employee is requested to be a pallbearer or serve in a color guard, or attend a funeral of a friend, one (1) day of sick leave may be used with prior approval from department head.

ARTICLE IX  
HOLIDAYS

Section A.

All regular employees shall be paid for the employee's normal shift at straight-time hourly rates for the following holidays:

New Year's Day  
Martin Luther King Day

Labor Day  
Veterans Day



Christmas Day  
Thanksgiving Day  
Good Friday

Fourth of July  
Memorial Day  
One (1) Floating Holiday

If the non-traditional holiday falls on a Saturday, Friday would be considered the paid holiday; and if it falls on Sunday, Monday would be the paid holiday. Other holidays will be observed on the traditional day.

Section B.

All regular employees who are required to work on any of the above-mentioned holidays shall be compensated at one and one-half (1 1/2) times their regular rate of pay for 10 hours if on a 10-hour shift in addition to their holiday pay. All holidays shall be considered as days worked in the computation of overtime.

Section C.

When a paid holiday falls on the employee's scheduled day off he shall receive an additional day's pay. When a holiday falls during an employee's vacation period, he shall receive an additional day of vacation.

ARTICLE X  
VACATIONS

Section A.

All employees shall receive annual paid vacation according to the following schedule:

<u>Years of Service</u>	<u>Vacation Days</u>
0 - 1 Year	5 vacation days or 40 hours
2 - 6 Years	10 vacation days or 80 hours
7 - 11 Years	15 vacation days or 120 hours
12 -15 Years	20 vacation days or 160 hours

Vacation days are defined as work days. Employees scheduled days off shall include additional intervening weekends, without pay. Vacations may be used in increments of four (4) hours or more.

New employees shall be entitled to use earned vacation on a pro-rated basis after completion of probation.

Section B.

In determining vacation periods, the wishes of the employee will be respected as to the time of taking vacation insofar as the needs of service will permit. It is understood that the rights of the senior employee will prevail in the selection of vacation time when an agreement cannot be reached among the employees. Arrangement for the dates and times for vacation shall be made between the employee and the Employer.

Section C.

Upon termination of employment for any cause, employees shall be paid any accumulated vacation credit, including pro rata payments for periods of less than one (1) year.

Section D.

The employee shall use any accumulated vacation time in the anniversary year following that in which it was earned. There shall be a maximum accumulation of up to a maximum of 50 hours beyond the aforementioned time period.

Section E.

In case of death of any employee, any unused vacation, comp. time or sick leave shall be paid to the heirs or estate of the employee on the same basis it would be paid an employee.

ARTICLE XI  
SENIORITY

Section A.

Seniority standing shall be granted to all employees. The standing is to be determined on the basis of the total length of continuous employment for the Employer. Employees shall be placed on probation for a period of six (6) months, and upon successful completion of such probationary period, seniority shall revert to the first day of employment. Employer may make a request, in writing, to the Union to extend the probationary period up an additional 6 months. The Union shall respond to such request in writing.

Section B.

An employee shall lose seniority standing if:

- 1) They voluntarily resign from employment;
- 2) They are discharged for cause;
- 3) They fail to report for work after layoff within ten (10) days whenever feasible after receipt of notice by Registered Mail.

The City Clerk shall send this notice to return to work to the employee at their last known address.

Section C.

Employees shall be laid off in the inverse order of seniority. In the event of rehiring, they shall be rehired to seniority in the inverse order of layoffs.

Section D.

In case of transfer from one classification of work to another, an employee involved in the transfer shall not lose seniority standing.

Section E.

In case of reduction of force or the elimination of a position, a senior employee may exert his seniority preference over a junior employee in any classification of work.

Section F.

Temporary vacancies shall be filled by the senior qualified employee opting for same. In the event said vacancy has a higher rate of pay, employee filling such vacancy shall receive such higher rate of pay. An employee who has filled a temporary vacancy shall have the right to return to his former position. A temporary vacancy shall be defined as any absence of an employee for fourteen (14) or more consecutive days.

No employee shall be permanently transferred to fill a position, except that if no one will fill the position, the least senior employee shall be assigned to fill the position.

A temporary vacancy, which reasonably can be expected to exceed thirty (30) calendar days, due to vacation, leave of absence, sickness or other disability of an employee, shall be posted in accordance with Section C of this Article.

Article G.

Notice of all vacancies and newly-created positions shall be posted on the employees bulletin boards. An employee shall be given seven (7) days time in which to make application to fill said vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he has the necessary qualifications to perform the duties of the job involved. This determination shall be made by the Employer. A ninety-day trial period shall be given the employee for the purpose of determining his qualifications, unless he is obviously not qualified.

In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the grievance procedure provided herein. In the event the Employer and the Union agree during the trial period that the applicant does not possess the necessary qualifications, the applicant shall have the right to return to his former position and shall not be denied the right to make application for any other posting.

Section H.

The seniority of an employee shall not be terminated or broken because of absence due to illness or temporary layoff.

Section I.

The seniority list shall be brought up to date on January 1 of each calendar year and posted on the employee's bulletin board. A copy of the seniority list shall be sent to the President of the Union.

ARTICLE XII  
ACTIVE EMPLOYEES INSURANCE PROGRAM

Section A. Medical and Hospital Insurance

The Employer shall provide a hospital/medical/surgical insurance program for each regular employee. The Employer shall pay up to a maximum of (\$660.00) per month for each regular employee in 2015 and thereafter for the life of this agreement. The Employer and the Employee shall share equally any increases in the monthly premium costs in excess of \$945.00 monthly for family coverage. Employees who do not elect to be covered under the Employer's insurance plan and are covered under another plan shall receive fifty (\$50.00) a month added to their base salary

Section B. Life Insurance

The Employer will provide and pay the entire premium for life insurance in the amount of the employees annual salary based on the employees hourly wage as of January 1<sup>st</sup>, times 2,080 hours. The life insurance is available in \$5,000 increments. The employer will provide life insurance to the \$5,000 increment which exceeds the employee's annual salary.

Section C.

Life insurance, hospital and medical coverage shall be provided by the Employer during sick leave and vacation. The Employer agrees to pay the premium cost of group life insurance, hospitalization, and medical coverage as stated in Section A for all employees who perform work during any month or are on paid sick leave, vacation, or who are unable to work due to a compensable injury and/or are disabled due to sickness or accident regardless of age.

ARTICLE XIII  
GENERAL PROVISIONS

Section A.

The Employer shall not replace a full-time position on a permanent basis with a part-time employee or employees when full-time status hours are available.

Section B.

Representatives of the A.F.S.C.M.E., AFL-CIO, shall have access to the premises of the Employer at reasonable times to investigate grievances and other problems with which they are concerned.

Section C.

The Employer will erect and maintain bulletin boards of reasonable size, which bulletin boards shall be for the use of the union to post any notices or documents relating to Union affairs.

Section D.

When a resignation or retirement notice has been presented to the Employer, the Employer shall immediately post notice of a vacancy, if the City elects to maintain the position, or shall notify the Union in writing of the abolishment of the position.

Section E. Jury Duty

Any employee who is summoned for jury duty shall receive his regular pay for such period, less the amount he receives as a juror.

Section F.

All benefits shall be pro-rated for part-time employees (employees paid less than thirty hours per week) covered by the bargaining agreement as per Article III, Recognition Clause.

Section G. Uniform Allowance

The City shall provide the complete initial issue for each new employee. Thereafter there shall be a uniform allowance annually of no more than \$700.00. Receipts shall be provided to and approved by the Chief. Following such approval, reimbursement shall be made by the city. A list of eligible equipment/clothing shall include, but not limited to the following:

Ammunition Holder, Asp and Asp holder, Brief Case, , Caps (hats) summer and winter, Cuff case, Flashlights, Gloves, Gun Belt, Gun, Handcuffs, Helmet, Holster, I.D. Wallet, Jackets, spring/fall and winter, Key Holder, Mace Holder, Name Tags, Night Stick, Safety Glasses, Shoes, Overshoes, Pants 3 pair, Raincoat and accessories, Reflector Vest, Shirt 6 summer and winter, Snowmobile type suit and accessories, Storm boots, Tie, Whistle with chain and hook.

Uniform clothing and equipment shall be worn and used only while on duty. Upon termination of employment with the City, all equipment purchases reimbursed by the City shall remain City property; i.e.: guns, belt accessories, flashlight, and briefcase.

Section H. Mileage Policy

Employees shall be reimbursed at the current IRS rate for all miles driven with private vehicles when performing work for the City, which is a routine and customary function of their position. (Court appearances, mandated training and delivery of necessary documents). All mileage will be paid from City to the destination and back to City.

ARTICLE XIV  
GRIEVANCE PROCEDURES

Section A. Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms or conditions of this Agreement.

Section B. Union Representative

The Employer will recognize stewards, designated by the Union in accordance with Article III (Union Rights), as the grievance representatives of the bargaining unit having the duties and responsibilities established by the Article.

Section C. Processing a Grievance

It is recognized and accepted by the Union 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 employee duties and responsibilities. The aggrieved employee and a Union steward 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, provided that the employee and the Union steward have notified and received the approval of their supervisor, who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section D. Procedure

Grievances, as defined by Section A, shall be resolved in conformance with the following procedure:

- 1) An employee claiming a violation concerning the interpretation or application of this agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the supervisor. The supervisor will discuss the alleged grievance with the employee and give an answer to such grievance within ten (10) days following the discussion. A grievance not resolved in Step 1 and appealed by the Union 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 and the remedy requested. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days following the Step I answer, shall be considered waived.

- 2) If appealed, the written grievance shall be presented by a Union steward and discussed with the supervisor. The supervisor shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days following a Step 2 discussion. Any grievance not appealed in writing to Step 3 by the Union within ten (10) days following the Step 2 answer shall be considered waived.
- 3) If appealed, the written grievance shall be presented by a Union representative and discussed with the Employer. The Employer shall give the Union the Employer's Step 3 answer in writing within ten (10) calendar days following the Step 3 discussion. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days following the Step 3 answer shall be considered waived.
- 4) Either party may petition the Bureau of Mediation Services for the purpose of mediating the grievance.
- 5) A grievance unresolved in Step 3 or 4 and appealed to Step 5 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules of Governing the Arbitration of Grievances", as established by the Public Employment Relations Board.

#### Section E. Arbitrator's Authority

- 1) The arbitrator shall have no right 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.
- 2) 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 binding on the Employer, the Union and the employees and shall be based solely on the arbitrator's interpretation or application of the express terms of this agreement and the evidence and testimony presented.

- 3) 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.

#### Section F. 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 limits, the Union may elect to treat the grievance as denied at the 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 Union in each step.

#### Section G.

If, as a result of the Employer response in Step 4 the grievance remains unresolved, and if the grievance involved the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 or Section D or a procedure such as: Civil Service, Veteran's Preference of Fair Employment.

If appealed to any procedure other than Step 5 of Section D, the grievance is not subject to the arbitration procedure as provided in Step 5 of Section D. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 5 of Section D 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 5 of Section D.

### ARTICLE XV SUSPENSIONS, DISCHARGE, DEMOTION AND TRANSFER

#### Section A.

The City and the Union agree to a positive progressive discipline program. If an employee warrants disciplinary action, the following steps of progressive discipline shall be followed prior to suspension or discharge according to police department policy:

1. Verbal warning
2. Written warning
3. Suspension
4. Termination

#### Section B.

An employee may be temporarily suspended for just cause. The employee shall be notified of the reasons for their suspension, in writing, at the time of suspension. If the employee feels they have been suspended without just cause,



the employee shall have the right of appeal by invoking the normal grievance procedure within ten (10) days of the date of suspension. If it is determined that the suspension was made without just cause, the employee shall be reinstated immediately and shall receive full pay for any time lost as a result of the suspension.

Section C.

Discharges shall be made only for just cause. An action to discharge an employee shall be taken by the Employer only after hearing upon due notice, upon stated charges, in writing. The statement of charges and the notice of hearing shall be filed with the employee at least ten (10) days in advance of the hearing. The employee and the Union shall have the right to present witnesses, introduce evidence, and to examine witnesses and evidence presented against them. The employee may be suspended with or without pay during the period in which the hearing takes place. His or her name shall not be removed from the payroll. In the case of reinstatement after the hearing, the employee shall be made whole for the period of suspension.

Section D.

Nothing herein shall be construed to affect the status of war veterans in contravention of existing laws to war veteran's employment, discharge or promotion.

ARTICLE XVI  
WAGE ADMINISTRATION

Section A.

The pay period shall be two weeks in duration, commencing at 12:01 a.m. Monday and ending 12:00 p.m. Sunday. Pay day shall be every other Thursday.

ARTICLE XVII  
TRAINING AND TUITION REIMBURSEMENT

The employer agrees to provide all P.O.S.T. training and any other training' as is needed or desirable for the work. All Employer mandated training time not on the employee's normal schedule shall be paid as overtime hours worked. Employees will be reimbursed in full for any expenses incurred for tuition, travel, meals and/or lodging by voucher.

Savings Clause

The parties agree that it is their intent that this agreement not be in conflict with Federal or State laws, rules or regulations as properly promulgated. Any provision held to be contrary by a court of competent jurisdiction shall be void and subject to negotiations all other provisions shall remain in full force and effect.

ARTICLE XVIII  
DURATION

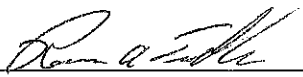
This agreement shall remain in full force and effect through December 31, 2020. It shall be automatically renewed from year-to-year thereafter unless either party desires to modify or amend said agreement. The request to modify or amend the agreement shall be made by either party giving a written notice of such intent not less than ninety (90) days prior to the expiration of this agreement or any extension thereof, if settlement on a new agreement cannot be reached prior to termination, the present contract shall remain in effect until a new settlement has been reached.

ARTICLE XIX  
RESIDENCY

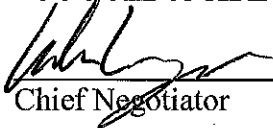
All members of the Appleton Police Department shall reside within a two-mile radius of the police station. Any change in residency shall be verified between the chief of police and member prior to moving to verify that the residence is within the two-mile radius of the police station.


**CITY COUNCIL  
CITY OF APPLETON, MN**

  
Chadwick C. Syltje, Mayor

  
Roman A. Fidler, Clerk/Treas.

**LOCAL 2538 AFSCME  
COUCIL 65 AFL-CIO**

 2-12-18  
Chief Negotiator

  
Cody Thomson Steward

WAGE SCALE FOR THE EMPLOYEES OF THE CITY OF APPLETON

ESSENTIAL EMPLOYEES

Effective January 1, 2018

Police Department:

Patrol Officer:

MONTHS	0-6	7-12	13-24	25-36	37-48	49-60	61-96	97+
2017	19.59	20.79	21.56	22.32	22.64	22.96	23.28	23.57
2018	20.07	21.30	22.09	22.87	23.20	23.53	23.86	24.15
2019	20.58	21.84	22.65	23.44	23.78	24.12	24.45	24.75
2020	21.09	22.38	23.21	24.03	24.38	24.72	25.07	25.37

Officer

Start Date/Seniority List

Cody Thomson

5/13/09

Ross Anderson

4/21/16