

LABOR AGREEMENT

BETWEEN

THE CITY OF BLUE EARTH

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL UNION NO. 1204

JANUARY 1, 2020 - DECEMBER 31, 2022

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ARTICLE I. PURPOSE OF THIS AGREEMENT

This Agreement is entered into this 1st day of January, 2017, by and between the City of Blue Earth, Minnesota, called the City, and AFSCME Local 1204, AFL-CIO, hereinafter called the Union. The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages and other conditions of employment.
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application.
- 1.3 Specify the full and complete understanding of the parties.
- 1.4 Place in written form the parties agreement upon terms and conditions of employment for the duration of the Agreement.

ARTICLE II. RECOGNITION

- 2.1 The City hereby recognizes the Union as the formal and exclusive representative under Minnesota Statutes 179.71, Subdivision 3, for all employees of the City of Blue Earth Public Works Department/Maintenance Division, Public Works Department/Wastewater Treatment Plant Division and Liquor Store who are public employees within the meaning of Minnesota Statutes, 179A.03, Subdivision 14, excluding supervisory, confidential, professional and all other employees.
- 2.2 The City will not enter into any agreement with employees covered by this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

ARTICLE III. DEFINITIONS

- 3.1 UNION: Local Union No. 1204, American Federation of State, County and Municipal Employees, AFL-CIO.
- 3.2 EMPLOYER: City of Blue Earth.
- 3.3 UNION MEMBER: A member of the Local Union 1204, American Federation of State, County and Municipal Employees, AFL-CIO.
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.5 PROBATIONARY EMPLOYEE: An employee who has not completed the probationary period.
- 3.6 REGULAR EMPLOYEE: An employee who has completed the probationary period.

- 3.7 FULL-TIME EMPLOYEE: An employee who works 2,080 hours per year.
- 3.8 PART-TIME EMPLOYEE: An employee who works 29 hours or less per week.

ARTICLE IV. CITY AUTHORITY

- 4.1 The City retains the unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; 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.
- 4.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain within the discretion of the City to modify, establish or eliminate.
- 4.3 Nothing in this Agreement shall prohibit or restrict the right of the City from subcontracting work.
- 4.4 All members are required to have a medical examination as required by the employer to determine fitness for duty.

ARTICLE V. UNION SECURITY

- 5.1 In recognition of the Union as the exclusive representative:
 - 5.11 The Employer shall deduct an amount sufficient to provide the payment of regular dues and/or other 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 deduction of dues shall commence 30 working days after initial employment with the County, and

The Employer shall remit such deductions to AFSCME Council 65 (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 preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

The Union shall provide the formula to calculate the actual dues deduction to the Employer and is willing to 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.
 - 5.12 Fair share deductions for non-Union members shall not exceed 85 percent of regular dues.
- 5.2 One employee from the Unit shall be elected as Steward, who shall have the right to

process grievances as necessary during normal working hours without loss of time or pay, provided permission has been granted in advance from the steward's supervisor. The Union shall inform the City in writing of the name of the elected steward.

- 5.3 There shall be no discrimination against any employee because of Union membership or non-membership, or because of race, creed, sex, color, or religious or political beliefs.
- 5.4 The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of Subsection 5.1 of this Article.
- 5.5 The City agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to official Union business, and its notices shall be posted to said bulletin boards.
- 5.6 Both parties agree that whenever possible, the Union business will be taken care of away from the City's premises, provided:
 - 5.61 When this is not possible, the Union business may be transacted on the premises but during non-work hours. Outside Union representatives shall, whenever possible, limit their visits to the premises during non-working time.
 - 5.62 If it is impossible to conduct Union business during non-work time, Union representatives may visit with the employees by permission obtained in advance from the City.

ARTICLE VI. EMPLOYER SECURITY

- 6.1 In accordance with Minnesota Statutes, Section 179A.19, Subdivision 1 through 7 the Union agrees that during the life of this Agreement, it will not cause, encourage, participate in, or support any strike, slow down, or other interruption of or interference with the normal functions of the City, or the abstinence in whole or in part of full, faithful and proper performance of the duties of employment regardless of the reasons for so doing.
- 6.2 For the purpose of this contract, the Public Employees Labor Relations Act, Section 179A.19, Subdivisions 1 through 7, are hereby cited and shall control with respect to City security.

ARTICLE VII . EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 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 Agreement.
- 7.2 Union Representative

The City will recognize representatives designated by the Union as the grievance

representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the City in writing of the names of such Union representatives and of their successors when so designated.

7.3 Processing of a Grievance.

It is recognized and accepted by the Union and the City 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 Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the City during normal working hours provided the employee and the Union representative have notified and received the prior approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work program of the City.

7.4 Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) working days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the City. The City-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) working 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, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, and shall be appealed to Step 2 within (10) working days after the City designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the City designated representative. The City designated representative shall give the Union the City's Step 2 answer in writing within ten (10) work days after receipt of such Step 2 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) work days following the City designated representative's final Step 2 answer.

Any grievance not appealed in writing to Step 3 by the Union within ten (10) work days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the City designated Step 3 representative. The City designated Step 3 representative shall give the Union the City's answer in writing within ten (10) work days after receipt of such Step 3 grievance. If a resolution of the grievance results, the terms of that resolution

shall be written on or attached to the grievance and shall be signed. by all parties.

A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) work days following the City designated representative's final Step 3 answer. Any grievance not appealed in writing to Step 4 by the Union within ten (10) work days shall be considered waived.

Step 4. In the event that the grievance is not resolved in Step 3 the Union may submit the grievance to the Minnesota Bureau of Mediation Services within ten (10) work days of the Step 3 response or be considered waived. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within ten (10) work days following the Employer designated representative's final Step 4 answer.

Step 5. A grievance unresolved in Step 3 and appealed to Step 4 by the Union may be submitted to arbitration by request for a list of arbitrators made within ten (10) work days following the Employer designated representative's final Step 3 answer. The request shall be made to the Minnesota Bureau of Mediation Services which shall provide a list of arbitrators in accordance with its rules. The parties shall determine who strikes first by a flip of the coin with the loser striking first. The parties shall alternately strike names until one (1) name remains on the list. The arbitrator shall be notified of his/her selection by a letter from the parties.

7.5 Arbitrator's Authority

- A. 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 City and the Union, and shall have no authority to make a decision on any other issue submitted.
- B. 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 have the force and 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 is later, unless the parties agree to an extension.

The decision shall be binding on both the City and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the City 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.

7.6 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 limit or any agreed extension thereof in writing, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or appeal thereof within the specified time limits, the Union may elect to treat the grievance to the next step. The time limit in each step may be extended by mutual agreement of the City and the Union in writing.

ARTICLE VIII. HOURS OF WORK

8.1 The regular work week for all full-time employees of the Public Works Department/Maintenance Division shall be five (5) consecutive eight (8) hour days, or four (4) consecutive ten (10) hour days, or four (4) consecutive nine (9) hour days Monday through Friday, and forty hours per week. Regular employees shall be scheduled Monday through Friday. Regular employees of the Liquor Store shall be scheduled to a work week of Monday through Saturday. A change in schedule may be only by the City. The regular work week for full-time employees of the Public Works Department/Waste Water Treatment Plant Division shall be 7:00 a.m. to 4:00 p.m. Monday through Friday with an unpaid lunch period of one (1) hour.

8.2 The regular daytime hours for full-time employees of the, Public Works Department/Maintenance Division, other than Street Sweeper and in any emergency situations, shall be scheduled between 6:00 a.m. and 6:00 p.m., and such hours shall be consecutive except for a lunch period. Employees of the Liquor Store shall be scheduled for forty (40) hours per week with a work day consisting of no less than six (6) hours or not more than ten (10) hours per day, except for lunch periods as scheduled. Employees will be given at least three (3) working days notice before a schedule is changed.

8.3 One (1) fifteen (15) minutes coffee break will be allowed in the morning, and one (1) fifteen (15) minute coffee break will be allowed in the afternoon of each work day at a time prescribed by the department supervisor. Whenever possible, the supervisor will schedule the coffee break near the middle of the morning and afternoon shift.

8.4 Any employee called back to work outside the employee's regularly scheduled hours of work shall be paid a minimum of two (2) hours work at the rate of one and one-half (1 1/2) times the employee's regular straight time hourly rate. Reporting early for a shift or an extension of a shift shall not qualify for a call back premium.

ARTICLE IX. OVERTIME

9.1 One and one-half (1 1/2) times the full-time employee's regular straight time hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- 1) All work performed in excess of the standard work day.
 - 2) All work performed in excess of forty (40) hours in any work week.
 - 3) All work performed on Sunday.
 - 4) All work performed on Saturday (except Liquor Store employees, unless Saturday is the 6th working day of the week.
- 9.2 Overtime work shall be voluntary, except in the case of emergency. There shall be no discrimination against any employee who declines to work overtime.
- 9.3 All holidays and paid leave time shall be considered time worked for the purpose of computing overtime under this Article.
- 9.4 As an alternative to compensation at over time rates for time worked, the full-time employee may elect compensatory time off, to be taken at a later date, which shall be computed at one and one-half (1 1/2) the time worked overtime. Compensatory time off shall be taken and used only with the prior approval of the employee's supervisor. An employee may accrue up to forty (40) hours of unused compensatory time off. The employer at its discretion may authorize an employee to accrue more than forty (40) hours unused compensatory time off with the approval of the City Administrator. Unused compensatory time off hours over forty (40) as of December 31st of each year shall be paid to the employee at his or her appropriate rate of pay.
- 9.5 An employee who is scheduled for on-call duty during the employee's off-duty time shall be increased annually at the negotiated rate of salary increase for each employee. Effective January 1, 2020, on-call pay will increase 4.0%. Effective January 1, 2021, on-call pay will increase 3.5%. Effective January 1, 2022, on-call pay will increase 3.5%. A response time of thirty (30) minutes under normal conditions shall be required of the employee assigned to on-call duty.
- 9.6 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 9.7 Overtime will be calculated to the nearest fifteen (15) minutes.

ARTICLE X. HOLIDAYS

- 10.1 Full-time employees who work their last scheduled work day immediately prior to the holiday and their first scheduled work day immediately following the holiday, unless excused by the City, shall receive eight (8) hours of straight time pay for the following holidays:
New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Unless scheduled for more than eight hours, then the employee shall receive straight time pay for the number of hours actually scheduled.

- 10.2 Full-time employees who work on a paid holiday shall receive one and one half (1½) times their regular straight time hourly rate for scheduled work or two (2) times their regular straight time hour rate for unscheduled work, in addition to the paid holiday pay provided in Subsection 10.1.
- 10.3 If a holiday falls during the full-time employee's vacation, he shall be given an additional day off with pay or the holiday pay at the option of the City.
- 10.4 If any of the foregoing holidays fall on a~ Saturday, the preceding Friday shall be observed as the holiday (except employees of the Liquor Store, who shall observe the actual holiday). If any of the foregoing holidays falls on a Sunday, the succeeding Monday shall be observed as the holiday.
- 10.5 Part-time employees who are scheduled to work a holiday and are not able to work because the City operation is closed for the holiday, shall receive straight time pay for the hours scheduled to work, provided the employee has worked the day preceding and the day following the holiday. If the employee has only worked a portion of the preceding or following day, then the employee will be given holiday pay for the lesser of the number of hours worked on the preceding or following day.

ARTICLE XI. VACATIONS

- 11.1 All full-time employees shall be entitled to a paid vacation each year in accordance with the following schedule:

11.11 Continuous Service

<u>Requirements</u>	<u>Vacation</u>
0 – 4 years	80 hours
5 – 7 years	96 hours
8 – 10 years	120 hours
11 – 15 years	144 hours
16 – 20 years	168 hours
21+ years	184 hours

- 11.12 The continuous service requirements for vacation benefits shall be considered met if any employee completes that service during the calendar year in which the vacation is to be taken.

- 11.2 Employees will sign up for vacation time, by seniority, and the City will have the right to refuse vacation for more than one employee at a time where operations will be adversely

affected by such vacation. The times during which vacation may be used must be approved in advance by the Department Head or designee.

- 11.3 It is further provided that any employee with a third week of vacation must wait until after all other employees have scheduled their first two weeks of vacation before scheduling his/her third week.
- 11.4 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect at the time that the employee takes his vacation.
- 11.5 Vacation must be taken in increments of not less than one (1) hour.
- 11.6 An employee terminating his/her employment with the City must give the City a two (2) week notice to receive accrued vacation pay.
- 11.7 Full-time employees who, as a result of an emergency, are called to work during a vacation, shall be paid one and one-half (1½) times their regular straight time hourly rate for all hours worked during the call back and will be given lost vacation time at some mutually agreeable date in the future.
- 11.8 Employees shall be allowed a maximum vacation accrual that can be carried from one year to the next of one and one-half (1½) times the employee's annual rate of earned vacation.
- 11.9 Vacation may not be used by probationary employees.

ARTICLE XII. SICK LEAVE

- 12.1 Sick leave shall be accrued by full-time regular and full-time probationary employees at the rate of eight (8) hours per calendar month, not to exceed 800 hours.
- 12.2 Employees shall notify their immediate supervisor promptly when illness necessitates their absence from work.
- 12.3 Sick leave usage shall be subject to approval and verification by the Employer.
- 12.4 To be eligible for payment of sick leave, the full-time employee must notify his supervisor or his designated representative prior to the starting time of his scheduled shift. This notice may be waived if the employee could not reasonable be expected to comply because of unusual circumstances.
- 12.5 Accumulated sick leave is lost when the member terminates his employment with the City.
- 12.6 If an employee becomes ill or injured and requires medical care during his/her vacation, the period of sickness or injury shall be charged as sick leave, and the charge against vacation reduced accordingly. Such illness or injury shall be subject to verification at the

discretion of the Employer.

- 12.7 In cases of absence from work due to sickness or accident when loss of time is compensated under Worker's Compensation, the City will pay 100% of the difference between the benefits under Worker's Compensation and the full-time employee's normal earnings, said difference to be deducted from the employee's accumulated sick leave.
- 12.8 Sick leave shall be considered as a type of insurance and shall not be considered as a vested right and may not be used at the employee's discretion, but shall be allowed only in case of actual illness, legal quarantine, or disability of the employee or otherwise as required by law.
- 12.9 Allow probationary full time employees to utilize sick leave during their first 6 months of employment. If such leave shall be taken, it shall be documented by adding the amount of sick days onto their probation.
- (Example if employee has 180 calendar days of probation and is sick for 7 days, then employee would have 187 days of probation instead of the 180.
- 12.10 Once an employee accrues eight hundred (800) hours of sick leave and does not use any sick leave in the next six (6) months he/she shall receive eight hours to be used in the same manner as vacation.
- 12.11 The City shall adhere to the Family and Medical Leave Act and utilize State Statutes for guidance. The Family and Medical Leave Act (FMLA) provides certain employees with up to 12 weeks of unpaid, job-protected leave per year. It also requires that their group health benefits be maintained during the leave.

ARTICLE XIII. INSURANCE BENEFITS

- 13.1 Employees will be eligible to participate in the City's cafeteria benefit program. The employer's contribution toward group insurance premiums and VEBA Trust for coverage options available under the plan are as follows:

2020

The Employer will provide a VEBA plan and will contribute 100% of the deductible amounts to the Employee Health Care Savings Account as follows:

Employer monthly single premium contribution \$855.50
Employer monthly single VEBA Trust contribution 100%

Employer monthly family premium contribution \$855.50
Employer monthly family VEBA Trust contribution 100%

2021

The Employer will provide a VEBA plan and will contribute 100% of the deductible

amounts to the Employee Health Care Savings Account for single and family. The Employer will contribute 100% of any increase in the single premium from 2020 to 2021. The employer will contribute the same rate of the single premium for family premiums. The Employer will cost share any premium increase cost 50% employer and 50% employee from 2020 to 2021. (Example: If premium cost goes up 10% for 2020, each party takes 5%)

2022

The Employer will provide a VEBA plan and will contribute 100% of the deductible amounts to the Employee Health Care Savings Account for single and family. The Employer will contribute 100% of any increase in the single premium from 2021 to 2022. The employer will contribute the same rate of the single premium for family premiums. The Employer will cost share any premium increase cost 50% employer and 50% employee from 2021 to 2022. (Example: If premium cost goes up 10% for 2022, each party takes 5%)

If an employee incurs one or more claims for an eligible health expense that exceeds the participant's account balance in the VEBA Plan, the Employer shall, at the participant's request, increase its contribution for that year to the extent necessary to reimburse the participant for the claim, but not exceeding the contribution made to similarly situated participants who entered the VEBA Plan on the first day of the VEBA Plan year. The participant shall be entitled to the same rights of similarly situated employees to accelerate future employer contributions that are prorated over the VEBA Plan year.

Employees who work from thirty (30) to thirty-nine (39) hours per week may receive a prorated share based on hours worked.

- 13.2 The Employer shall pay 50% of a Long-Term Disability (LTD) Insurance Program with the employee paying the remaining 50% of the LTD Insurance.

ARTICLE XIV. LEAVES OF ABSENCE

14.1 Bereavement Leave:

14.11 In the event of the death of a member of a full-time employee's immediate family, the employee shall be entitled to absent himself/herself from work for three consecutive calendar days. The employee will be paid for that portion of his/her regular week's work which falls within the above leave period, if he/she was scheduled to work. All such pay shall be at straight time rates. In order to qualify for payment under this provision, the employee must attend the funeral.

Immediate family shall mean the employee's spouse, children, father, mother, sister, brother, grandparent, grandchildren, ward of employee's household, foster child, father-in-law, or mother-in-law.

14.12 In the event of the death of a full-time employee's spouse grandparents, son-in-law, or daughter-in-law the full-time employee will be allowed one day off with pay if it is necessary that the full-time employee attend the funeral and if the day of the

funeral is a regular work day.

- 14.13 In the event of the death of a full-time employee's brother-in-law, sister-in-law, or pallbearer for a deceased city employee the full-time employee will be allowed one day off with pay if it is necessary that the full-time employee attend the funeral and if the day of the funeral is a regular work day.

14.2 Jury Duty:

- 14.21 Full-time employees called for jury duty shall be paid the difference between their normal earnings and jury duty pay.

- 14.22 The employees agree to cooperate with the City if it is necessary to request postponement of jury duty service because of the needs of the City.

- 14.3 Employees shall be entitled to two days per year of paid leave, if the days fall within the employee's normal workweek, in the event of a non-predictable emergency in the immediate family, as defined as employee's spouse, children, father, mother, sister, brother, grandparent, grandchildren, ward of employee's household, foster child, father-in-law, or mother-in-law.

Such leave shall be subtracted from the employee's accumulated sick leave.

- 14.4 Leaves of absence with pay may be granted by the City to permit an employee to attend professional meetings, conferences or training schools that are in the interest of the City or for other justifiable reasons.

14.5 Other:

- 14.51 A leave of absence without pay may be granted by the City when requested by regular employees, if such a leave is deemed to be justified, for example: When due to extended illness the accumulated sick leave has been exhausted; for the extension of vacation time where circumstances will permit; or for any other justifiable reason.

- 14.52 No leave of absence shall be granted for the purpose of looking for a new job or other similar reasons and any industrial employment without the sanction of the City during any leave of absence shall automatically mean a termination of employment and a forfeiture of all rights.

- 14.53 Military leave shall be granted in accordance with Federal and State Statutes.

- 14.54 The City shall adhere to all The Family and Medical Leave Act (FMLA) guidance to provide certain employees with up to 12 weeks of unpaid, job-protected leave per year. It also requires that their group health benefits be maintained during the leave. The City shall additionally utilize FMLA guidance in determining if any other necessary steps must be taken to protect employee welfare.

ARTICLE XV.

SENIORITY

- 15.1 The probationary period for a newly hired, rehired or promoted full-time employee shall extend six (6) months from the date of hire or promotion.
- 15.2 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period a promoted or transferred employee may be returned to the position previously held at the discretion of the EMPLOYER. An employee who has been promoted or transferred may elect to return to the employee's former position within thirty (30) calendar days of the promotion or transfer. Upon completion of the probationary period, 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 with the City.
- 15.3 Seniority rosters shall be maintained by the Employer as follows:
- 15.31 Employee seniority will be determined by the employee's length of continuous service with the City of Blue Earth for the purpose of determining vacation leave accrual rate;
- 15.32 bargaining unit seniority will be determined by the employee's length of continuous service in all positions covered by this Agreement;
- 15.33 and job classification seniority will be determined by the employee's length of continuous service in a position covered by the Agreement.
- 15.4 The Employer will provide the Union with an updated seniority roster annually.
- 15.5 Prior to laying off any regular permanent full time employee the Employer shall lay off in the following order:
First: any seasonal employee within the department who does work an AFSCME employee would do
Second: Any probationary employee within the department
Third: Any permanent part-time employee within the department
- 15.6 The Employer shall be the sole authority in determining which job classification(s) and department(s) are to be affected by a lay off. Employees shall be laid off on the basis of job classification seniority. In case job classification seniority between two employees is equal, bargaining seniority shall prevail. No regular employees shall be laid off while probationary, seasonal, or part-time employees are in the classification affected.
- 15.7 Employees laid off by the Employer shall retain recall rights for a period of twelve (12) months from the date of layoff. If an opening occurs in the job classification from which the employee was laid off within the twelve (12) month recall period the employee with greater

job classification seniority will be recalled to fill that position provided that at the time of recall the employee has maintained the job-relevant qualifications required by the Employer. It shall be the employee's responsibility to keep the Employer informed of the employee's current address. The Employer shall notify employees on layoff to return to work by certified mail. The employee must return to work within three (3) weeks of receipt of this notification to be eligible for re-employment.

15.8 Seniority will be broken by resignation, discharge, layoff for more than one year, retirement, or promotion out of the bargaining unit and for unauthorized absence for a period of three (3) or more consecutive work days. Employees promoted out of the bargaining unit who return to a job classification covered by the Agreement within six (6) months shall not lose their seniority.

15.9 An employee laid off in one job classification shall have the right to displace an employee in a job classification of equal or less pay within the bargaining unit in accordance with Section 15.6 provided that:

15.91 The employee meets the qualifications and other conditions of employment of the job classification.

15.10 Full-time employees to be laid off will be provided with advance written notice of ten (10) work days.

ARTICLE XVI. JOB POSTING

16.1 Then job vacancies occur within the bargaining unit or when new job classifications are created within the bargaining unit notices for such vacancies or new classifications will be posted for ten (10) work days prior to the filling of such vacancies. Interested employees shall apply in writing in accordance with procedures established by the EMPLOYER.

16.2 The job posting shall include the following:

- 16.21 a brief summary of job duties and responsibilities;
- 16.22 job-relevant qualifications;
- 16.23 the wage schedule for the classification; and
- 16.24 hours and conditions of work.

16.3 To be considered for a job vacancy an employee must:

- 16.31 Apply for the job opening in the manner specified in the job posting;
- 16.32 Meet the job-relevant qualifications and other conditions of employment of the job classification; and
- 16.33 Be performing satisfactorily in the employee's current position.

- 16.4 Employees shall be promoted or transferred on the basis of job-relevant qualifications and seniority. In the event that the job-relevant qualifications of employees are equal, bargaining unit seniority shall prevail. In the event of a tie with respect to bargaining unit seniority, EMPLOYER seniority shall prevail.
- 16.5 An employee who is promoted or transferred shall be subject to the conditions of ARTICLE XV — SENIORITY.

ARTICLE XVII. DISCIPLINE, RESIGNATION, RETIREMENT

17.1 Discipline

17.11 The City will discipline for just cause only. Discipline will be one or more of the following forms:

- a) Oral reprimand
- b) Written reprimand
- c) Suspension
- d) Discharge

17.12 Notices of suspension and/or dismissal shall be in written form. Suspension or discharge may occur on the first offense dependent on the circumstances.

ARTICLE XVIII. SAFETY

18.1 The City shall furnish all necessary safety equipment for the protection of the employees per departmental policy, with the exception of safety boots and winter safety boots. The cost of such boots shall be divided equally between the city and the employee. Unless by mutual agreement between a full-time employee and the City, the City will pay the full cost of safety boots if the boots are not worn for other than City work purposes and are not taken home during non-working hours. Employee portion of the cost of safety boots maybe covered by the allowance made for apparel replacement. The style and purchase of safety boots shall be approved by the City. The City shall furnish coveralls to be used in the shop area.

18.2 The City of Blue Earth Safety Policy shall be enforced to protect employees as well as to prevent unnecessary expense and the City shall provide copies of this policy to all new employees.

ARTICLE XIX. WAGES

19.1 Wages are payable to the employees as set forth in Appendix A attached hereto.

ARTICLE XX - WAIVER

20.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement are hereby superseded.

20.2 The parties mutually 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 term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement.

The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE XXI. SAVINGS CLAUSE

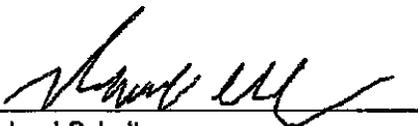
21.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Blue Earth. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within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

ARTICLE XXII. DURATION

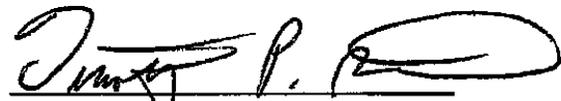
22.1 This Agreement shall be effective as of the 1st day of January, 2020, and shall remain in effect until the 31st day of December, 2022, and shall continue in effect from year to year thereafter unless either party shall give written notice at least sixty (60) days prior to any anniversary date of its desire to amend or terminate the Agreement.

22.2 In witness thereof, the parties hereto have set their signatures on this 16th day of December 2019.

CITY OF BLUE EARTH



Richard Schoites
Mayor of Blue Earth



Timothy P. Ibsch
City Administrator

AFSCME LOCAL #1204



John Rostad
Field Representative



Steve Anderson
Union President

APPENDIX A
LABOR RATES

A. Effective January 1, 2020 hourly base pay rates shall be as follows:

	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Wastewater Operator, Sr.							
1/1/2020	\$19.78	\$20.82	\$21.85	\$22.90	\$23.96	\$24.99	\$26.05
1/1/2021	\$20.47	\$21.55	\$22.62	\$23.70	\$24.80	\$25.87	\$26.96
1/1/2022	\$21.19	\$22.30	\$23.41	\$24.53	\$25.67	\$26.77	\$27.91
Public Works Maintenance, Sr.							
1/1/2020	\$19.24	\$20.26	\$21.18	\$22.29	\$23.31	\$24.55	\$25.32
1/1/2021	\$19.91	\$20.97	\$21.93	\$23.07	\$24.12	\$25.41	\$26.21
1/1/2022	\$20.61	\$21.70	\$22.69	\$23.87	\$24.97	\$26.30	\$27.13
Wastewater Operator							
1/1/2020	\$18.64	\$19.61	\$20.60	\$21.59	\$22.56	\$23.55	\$24.52
1/1/2021	\$19.29	\$20.30	\$21.32	\$22.35	\$23.35	\$24.37	\$25.38
1/1/2022	\$19.96	\$21.01	\$22.07	\$23.13	\$24.16	\$25.22	\$26.27
Public Works Maintenance							
1/1/2020	18.37	19.05	19.99	20.93	21.89	22.85	\$23.83
1/1/2021	\$19.02	\$19.72	\$20.70	\$21.67	\$22.66	\$23.66	\$24.66
1/1/2022	\$19.69	\$20.41	\$21.42	\$22.43	\$23.45	\$24.49	\$25.52
Liquor Store Clerk							
1/1/2020	\$13.53	\$14.20	\$14.91	\$15.66	\$16.44	\$17.26	\$18.13
1/1/2021	\$14.00	\$14.69	\$15.44	\$16.21	\$17.02	\$17.87	\$18.76
1/1/2022	\$14.49	\$15.21	\$15.98	\$16.78	\$17.61	\$18.49	\$19.42
Liquor Store Clerk, Lead							
1/1/2020	\$15.90	\$16.74	\$17.59	\$18.46	\$19.25	\$20.11	\$20.95
1/1/2021	\$16.46	\$17.33	\$18.20	\$19.11	\$19.92	\$20.82	\$21.68
1/1/2022	\$17.03	\$17.94	\$18.84	\$19.77	\$20.62	\$21.55	\$22.44

- B. Employees employed by the EMPLOYER on a temporary basis for no more than 535 hours per calendar year either in a full-time or part-time capacity will be paid at an hourly rate as determined by the EMPLOYER for the term of their employment. Such employees will not be eligible for any rights or benefits under this AGREEMENT including ARTICLE VII, EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE.
- C. Employees hired after January 1, 2007 shall move one step at the beginning of each anniversary of their hire date each year.
- D. The employer shall not place a new hire at a step within a classification which is greater than the step a current employee within the same classification would hold with the same number of years of related experience by the new hire which were considered as part of the hiring decision by the employer

E. License or Certificate Pay Incentive

1. Any employee who has or who completes training for and receives a Class D Wastewater operator's license a Class C Wastewater operator's license, a Class B Wastewater operator's license, or a Class A Wastewater Operator's license, or a Sludge Type IV certificate shall receive a lump sum payment of \$100.00 per license or certification minus regular payroll deductions.
2. Effective January 1, 2003 any employee who completes training for and receives a Forklift Operator certificate shall receive a lump sum payment of fifty dollars (\$50.00), minus regular payroll deductions.
3. The License or Certificate Pay Incentive will be paid once per year in the first payroll period in December provided that the employee can provide proof of current status with respect to the license(s) or certificate(s) held.