

LABOR AGREEMENT

BETWEEN

CITY OF ST. JAMES

AND THE

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 65, LOCAL NO. 1204

AFL-CIO

LOCAL UNION # 1204

JANUARY 1, 2016 – DECEMBER 31, 2017

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**MASTER LABOR AGREEMENT
BETWEEN
CITY OF ST. JAMES
And
AFSCME, COUNCIL 26, LOCAL NO. 1204
AFL-CIO**

ARTICLE I – PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the CITY OF ST. JAMES, hereinafter called the EMPLOYER, and AFSCME, COUNCIL 65, LOCAL 1204, AFL-CIO, hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT TO;

- 1.1 Establish an equitable and orderly procedure for the resolution of disputes and concerning this AGREEMENT'S interpretation and applications; and
- 1.2 Place in written form the parties' agreement upon the rates of pay, hours of work and other terms and conditions of employment contained herein.

ARTICLE II- RECOGNITION

2.1 The EMPLOYER recognizes the UNION as the exclusive representative for:

All employees of the City of St. James, Minnesota, who are public employees within the meaning of Minnesota Statutes § 179A.03, Subd. 14, excluding supervisory, confidential, electric department and essential employees.

- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 The EMPLOYER agrees not to enter into any agreement with the employees covered by this AGREEMENT, either individually or collectively which conflicts with the terms and conditions of this AGREEMENT.

ARTICLE III- DEFINITIONS

- 3.1 UNION; The American Federation of State, County and Municipal Employees, Council 65, Local 1204, AFL-CIO
- 3.2 UNION MEMBER: A member of AFSCME, Council 65, Local 1204, AFL-CIO
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit as described in ARTICLE II of this AGREEMENT
- 3.4 REGULAR EMPLOYEE: An employee who has completed the required probationary period.
- 3.5 PROBATIONARY EMPLOYEE: An employee who has not completed the required probationary period.
- 3.6 EMPLOYER: City of St. James
- 3.7 UNION OFFICER: Officer elected or appointed by AFSCME, Council 65, Local 1204, AFL-CIO
- 3.8 OVERTIME: work performed at the express authorization of the EMPLOYER in excess of forty (40) hours in seven (7) day period.
- 3.9 WORK SHIFT: A work period including rest breaks and a lunch break.
- 3.10 BREAKS: Periods during the WORK SHIFT during which the employee remains on continual duty and is responsible for assigned duties. A rest break shall consist of a fifteen (15) minute period.
- 3.11 BREAK: A lunch break shall consist of a thirty (30) minute period.
- 3.12 STRIKE: Concerted action in failing to report to duty, the willful absence from one's position, the stoppage of work, slow down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.13 BASE PAY RATE: The employee's hourly pay rate exclusive of any other special allowances.

3.14 SENORITY:

- A) Job Classification Seniority: Length of continuous service in a job classification included in the unit in accordance with ARTICLE II RECOGNITION. Job classification seniority shall reflect the length of continuous employment in an individual job classification from the date of employee assumed his/her current job classification title.
- b) Bargaining Unit Seniority: Length of continuous service in all job classifications included in the unit in accordance with ARTICLE II RECOGNITION. Bargaining unit seniority shall reflect the length of continuous employment in all job classifications within the unit from the date of the employee assumed his/her employment in any job classification included in the bargaining unit.
- c) EMPLOYER Seniority: Length of continuous service with the EMPLOYER.

ARTICLE IV – EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE V – EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and 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 or personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE VI – UNION SECURITY

- 6.1 Upon receipt of written notice from the UNION, the EMPLOYER agrees to deduct from the wages of the employees who authorize such a deduction in writing an amount to equal monthly UNION dues. Such monies shall be remitted to the designated officer of the UNION, together with a list of names of the employees from whose wage deductions were made. The UNION shall not be entitled to collect dues which may have occurred prior to the receipt of written notice of the EMPLOYER.

- 6.2 The UNION shall provide the EMPLOYER with written notice of the names of those employees who are not members of the UNION but who are included in the bargaining unit in accordance with ARTICLE II RECOGNITION. The EMPLOYER agrees to deduct from the wages of those employees a fair share fee which shall not exceed eight-five percent (85%) of the regular monthly dues and shall forward such monies to the designated officer of the UNION.
- 6.3 Section 6.1 and 6.2 shall remain operative only as long as they are specifically provided by law and are otherwise legal.
- 6.4 The UNION may designate employees from the bargaining unit to act as Stewards and shall inform the EMPLOYER in writing of such notice and changes in the position of Stewards.
- 6.5 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as the result of any action taken or not taken by the EMPLOYER under the provisions of this Article.
- 6.6 The EMPLOYER shall make space available on the bulletin board for posting UNION notice(s) and announcement(s) with specific prior approval of the EMPLOYER.
- 6.7 The EMPLOYER agrees to allow employees time off in accordance with the applicable law for the purposes of conducting UNION business and investigating grievances. Such time off must have the prior approval of the EMPLOYER-designated representative and shall be provided when time off will not interfere with the service needs of the department.

ARTICLE VII – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

7.1 DEFINITION OF A 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 REPRESENTATIVES

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated as provided by 6.3 of this AGREEMENT.

7.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and 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 UNION representative 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 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 programs of the EMPLOYER.

7.4 PROCEDURE

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) 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, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2 If appealed, the written grievance shall be presented to the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated Step 2 representative shall give the UNION 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 UNION within ten (10) calendar days shall be considered waived.

Step 3 If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within twenty-one (21) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (1) calendar days following the EMPLOYER-designated representative's final answer to Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4 A grievance unresolved in Step 3 and appealed to Step 4 by the UNION may be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within ten (10) calendar days following the EMPLOYER-designated representative's final Step 3 answer.

Step 5 If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within ten (10) calendar days following the EMPLOYER-designated representative's final Step 4 answer. If the parties are unable to agree to the selection of an arbitrator, the UNION shall request a list of arbitrators to be submitted to the parties by the Bureau of Mediation Services.

7.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall 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.
- 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 having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) 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 both the EMPLOYER 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 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 to 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, 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 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 UNION in each step.

ARTICLE VIII – SAVINGS CLAUSE

This AGREEMENT is subject to law. 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 not appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE IX – DISCIPLINE

9.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:

- a) oral reprimand;
- b) written reprimand;
- c) suspension;
- d) demotion to job classifications included in this AGREEMENT; or
- e) discharge

9.2 Notice of suspensions, demotions, and discharges will be in written form and will state the reasons of the action taken. The UNION shall be provided with a copy of such notice.

9.3 Written reprimands, notices of suspension, and notice of discharge which are to become part of an employee's personnel file shall be read and acknowledged for receipt by signature of the employee. The employee will receive a copy of such reprimands and/or notices.

9.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

- 9.5 Employees will not be questioned concerning events or circumstances which may lead to disciplinary actions unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- 9.6 Grievances relating to this Article shall be initiated by the UNION in Step 3 of the grievance procedure under ARTICLE VII.

ARTICLE X – WORK SCHEDULES

- 10.1 The sole authority in establishing work schedules is the EMPLOYER. The normal work day for a full-time employee shall be eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday. The normal work year for full-time employees will be 2,080 hours and shall be accounted for by each employee through:
- a) hours worked on assigned shifts;
 - b) assigned training hours; and
 - c) authorized paid leave time
- 10.2 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign an employee.
- 10.3 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal or annual basis other than the normal work day.
- 10.31 The normal work day and work week for the Water Quality, Park and Street Departments currently are 7:30 a.m. to 4:00 p.m. with one-half (1/2) hour for lunch and a fifteen (15) minute break during each morning and each afternoon, Monday through Friday.
- 10.4 Service to the public may require the establishment of regular work weeks during which work is scheduled on Saturdays and/or Sundays.
- 10.5 The EMPLOYER will give seven (7) calendar days of advance notice to the employees affected by a change in scheduled shifts. In the event that work is required because of unusual or emergency circumstances such as, but not limited to fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given.
- 10.6 Full-time employees who work an eight (8) hour day shall receive a rest break of fifteen (15) minutes in the morning and in the afternoon. Part-time employees who work less than an eight (8) hour day shall receive a fifteen (15) minute rest break during each four (4) hour period of work.

- 10.7 Full-time employees shall receive a one-half (1/2) hour unpaid lunch break during each eight (8) hour day.
- 10.8 The normal work day and the normal work week for part-time employees will be scheduled by the EMPLOYER in accordance with service needs.
- 10.9 Should the City close the work facility due to severe weather, fire, or power failure, employees shall be allowed to use vacation or compensatory time to be paid for lost time. In the event an employee is unable to arrive at his/her work place due to severe weather conditions, yet the City facilities are open for business, said employee shall be able to use accrued vacation or compensatory time with his/her supervisors approval. In the event an employee does not arrive at his/her work place and has not received approval to use vacation or compensatory time as paid hours for lost time, employees will be required to take time off without pay. Employees who have repeated chronic absenteeism due to severe weather, fire or power failure may be subject to disciplinary action.

ARTICLE XI- OVERTIME

- 11.1 Regular full-time employees will be compensated at one and one-half (1- ½) times the employee's regular base rate for hours worked in excess of forty (40) hours in a seven (7) day period.
- 11.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 11.3 Overtime will be calculated to the nearest fifteen (15) minutes.
- 11.4 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 11.5 At the discretion of the employee, an employee may be paid for overtime worked in accordance with Article 11.1 or be allowed to accrue compensatory time off in accordance with Article 11.1. Accrual of compensatory time off shall not exceed forty (40) hours. Employees granted time off can use accrued compensatory time in lieu of accrued vacation time. Should an employee elect to use compensatory time, it shall be scheduled in the same manner as vacation as set out in 17.3.
- 11.6 Hours paid for but not worked shall be counted as hours worked for purposes of calculating overtime.

ARTICLE XII- SENIORITY

- 12.1 Seniority rosters shall be maintained by the EMPLOYER on the basis of job classification seniority, bargaining unit seniority and EMPLOYER seniority as defined in ARTICLE III-DEFINITIONS, Section 3.14:
- 12.11 EMPLOYER Seniority. Length of continuous service with the EMPLOYER. For regular, full-time employees, vacation and sick leave accrual is determined by EMPLOYER seniority.
- 12.12 Bargaining unit seniority length of continuous service in all job classifications included in the unit in accordance with ARTICLE II RECOGNITION. Bargaining unit seniority shall reflect the length of continuous employment in all job classifications within the unit from the date of employee assumed his/her employment in any job classification included in the bargaining unit.
- 12.13 Job classification seniority length of continuous service in a job classification included in the unit in accordance with ARTICLE II RECOGNITION. Job classification seniority shall reflect the length of continuous employment in an individual job classification from the date the employee assumed his/her job classification title. An employee shall retain job classification seniority in each classification included in the unit in which the employee has worked.
- 12.2 The EMPLOYER will provide the UNION with an updated seniority roster annually which will include job classification seniority, bargaining unit seniority and EMPLOYER seniority for each employee.
- 12.3 Employees who separate from employment shall lose their seniority except when such separation is due to lay-off. An employee shall be considered separated from employment in case of: resignation, retirement, discharge and unauthorized absence for a period of three (3) or more consecutive work days.
- 12.4 An employee who is rehired following separation from employment shall be considered a new employee for purposes of seniority.

ARTICLE XIII – LAYOFF AND RECALL

- 13.1 The EMPLOYER shall be the sole authority in determining which job classification(s) and department(s) are to be affected by a lay-off. Advance notice for lay-off will be provided by the EMPLOYER where practicable. Employees shall be laid-off on a basis of job classification seniority only when the job-relevant qualification factors between employees are equal. In case job classification seniority between employees is equal, bargaining unit seniority shall prevail.
- 13.2 Employees laid-off by the EMPLOYER shall retain recall rights for a period of eighteen (18) months from the date of lay-off. If an opening occurs in the job classification from which the employee was laid-off within eighteen (18) month recall period the employee will be recalled to fill that position provided that a time of recall the employee meets the qualifications and other conditions of employment as determined 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 lay-off to return to work by certified mail. The employee must return to work within two (2) weeks of receipt of this notification to be eligible for re-employment. If the EMPLOYER does not receive confirmation of receipt of this notice within two (2) weeks of sending it by certified mail, the EMPLOYER may fill the vacant position to which the employee was recalled and the employee loses recall rights to that position.
- 13.3 Part-time employees included in the unit in accordance with ARTICLE II RECOGNITION shall accrue seniority as defined in ARTICLE III DEFINITIONS, Section 3.14 on a pro-rate basis. The basis for pro-rating seniority will be the normal 2,080 hour work year.
- 13.4 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 13.1 provided that:
- 13.41 The employee meets the qualifications and other conditions of employment of the job classification as determined by the EMPLOYER.
- 13.42 The employee's job performance is satisfactory as determined by the EMPLOYER.
- 13.43 The employee has job-relevant qualifications which are equal to those of the employee who would be displaced as determined by the EMPLOYER; and
- 13.44 The employee has greater bargaining unit seniority than that of the employee who would be displaced.

13.5 Full-time employees may displace temporary, seasonal or part-time employees from job classifications within the bargaining unit in accordance with Section 13.4.

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

ARTICLE XIV – PROBATIONARY PERIOD

14.1 The probationary period for newly hired full-time employees shall be six (6) months from the date of hire or promotion. The probationary period for newly hired or promoted part-time employee shall be six (6) months from the date of hire or promotion. Employers may lengthen the probationary period up to three (3) months.

14.2 A newly hired or rehired probationary full-time employee shall accrue vacation and sick leave beginning the date of hire. Earned sick leave may be used during the probationary period. Vacation may be used upon completion of the six (6) month probationary period. Employees will progress one step at the completion of the probationary period and one step thereafter on his/her anniversary date of hire. The probationary period for transferred or promoted employees is six (6) months. A promoted or transferred employee shall be allowed to use his/her vacation leave during their probationary period.

14.3 During the probationary period a newly hired or rehired may be discharged at the sole discretion of the EMPLOYER. During the probationary period a promoted or transferred employee may be replaced in 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) days of the promotion or transfer.

14.4 A probationary employee who completes his/her probationary period shall be listed on the seniority roster as follows:

14.41 As the last date of hire into the employee's current job classification for job classification seniority; and

14.42 As of the last date of hire for EMPLOYER seniority.

ARTICLE XV – JOB POSTING

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

15.2 The job posting shall include the following:

15.21 a brief summary of job duties and responsibilities;

15.22 job-relevant qualifications;

15.23 the wage schedule for the classifications; and

15.24 hours and conditions of work.

15.3 Job vacancies within the bargaining unit shall be filled whenever practicable by transfer or promotion from within. The EMPLOYER retains the right to final decision in filling the vacancy. Job vacancies may be simultaneously posted internally and announced externally.

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

15.41 Apply for the job opening in the manner specified in the job posting;

15.42 Meet the job-relevant qualifications and other conditions of employment of the job classification as determined by the EMPLOYER; and

15.43 Be performing satisfactorily in the employee's current position as determined by the EMPLOYER.

15.5 Employees shall be promoted or transferred on the basis of job-relevant qualifications as determined by the EMPLOYER and seniority. IN the event that the job-relevant qualifications of employees are equal as determined by the EMPLOYER, bargaining unit seniority shall prevail. In the event of a tie with respect to bargaining unit seniority, EMPLOYER seniority shall prevail.

15.6 An employee who is promoted or transferred shall be subject to the conditions of ARTICLE XIV- PROBATIONARY PERIOD.

ARTICLE XVI – INSURANCE

- 16.1 Effective 1/1/16, the Employer shall contribute 90% of the cost per month toward single coverage for regular, full time employees enrolled in the City's Health Savings Account group health insurance program (Blue Cross and Blue Shield) The annual deductible for single coverage Health Savings Account shall be three thousand two hundred dollars (\$ 3,200.00)
- 16.2 Effective 1/1/16, the Employer shall pay seventy percent (70%) of the premium cost of the family coverage for regular full-time employees enrolled in the City's Health Savings Account group health insurance program (Blue Cross and Blue Shield). Effective 1/1/16, the employee shall pay thirty percent (30%) of the premium cost of the family coverage for regular full-time employees enrolled in the City's Health Savings Account. The annual deductible for family coverage Health Savings Account shall be \$ 6,400.00.
- 16.3 Effective 1/1/16, the Employer shall contribute two thousand dollars (\$ 2,000.00) per year toward the single or family Health Savings Account deductible.
- 16.4 The Employer contribution of two thousand dollars toward the deductible shall be paid in two (2) equal installments of one thousand dollars (\$ 1,000.00). The first one thousand dollars shall be paid on January 1 of each calendar year, and the second payment of one thousand dollars (\$ 1,000.00) shall be paid on July 1 of each calendar year.
- 16.5 In the event an employee or his/her family should experience medical costs greater than one thousand dollars (\$ 1,000.00) prior to July 1 of any calendar year, the Employer upon request from the employee shall make payment of the second one thousand dollars (\$ 1,000.00) to said employee's health savings account prior to July 1, each year.
- 16.6 In the event an employee terminates his/her employment with the City of St. James and has received an advance deductible contribution by the Employer toward their Health Savings Account, the employee shall pay said advance to the Employer on a pro-rata-basis.
- 16.7 The EMPLOYER will contribute for regular, full-time employees the full cost of the premium for group long-term disability, accidental death, dismemberment insurance and life insurance.
- 16.8 It is understood that the EMPLOYER'S only obligation is to pay the EMPLOYER contribution for group insurance premiums as agreed to herein. The EMPLOYER is not liable for claims as a result of denial of insurance benefits from an insurance carried.

- 16.9 The EMPLOYER contribution for insurance shall continue while an employee is on paid leave status. An employee on unpaid leave shall pay the full cost of insurance premium.
- 16.10 The EMPLOYER contribution for insurance shall continue while an employee is on family medical leave. If an employee fails to return from such leave the EMPLOYER may at its discretion deduct the amount of the EMPLOYER contribution from the employee's accrued sick leave and vacation, if any, or bill the employee in order to recover the EMPLOYER contribution for insurance.

ARTICLE XVII – VACATION

- 17.1 Regular, full-time employees shall accumulate paid vacation in accordance with the following schedule based on years of continuous service:

<u>Continuous Years of Service</u>		<u>Hours of Vacation</u>
Beginning	0 through 1 year	2.00 hours/pay period
Beginning	2 years	3.00 hours/pay period
Beginning	3 through 5 years	4.00 hours/pay period
Beginning	6 through 10 years	5.00 hours/pay period
Beginning	11 through 15 years	6.00 hours/pay period
Beginning	16 through 20 years	7.00 hours/pay period
Beginning	21 years and over	8.00 hours/pay period

- 17.2 Time on suspension without pay or unpaid leave of absence shall not be counted in determining accrual of vacation.
- 17.3 Employees may take vacation only with prior permission of the EMPLOYER or EMPLOYER-designated representative.
- 17.4 Vacation periods shall be selected on the basis of EMPLOYER seniority until April 30th of each calendar year. Following that date, vacation scheduling will be on a "first come, first served" basis.
- 17.5 Scheduled vacations are subject to postponement by the EMPLOYER or EMPLOYER-designated representative in case of emergency.
- 17.6 An employee may not waive vacation rights for the purpose of earning double pay.

- 17.7 Employees earning 4.00 hours or less per eighty (80) hour pay period may carry over from one calendar year to the next a maximum of one hundred forty-four (144) hours of unused earned vacation.
- 17.8 Employees earning more than 4.00 hours per eighty (80) hour pay period may carry over from one calendar year to the next a maximum of two hundred and eight (208) hours of unused earned vacation. Hours of unused earned vacation in excess of the maximums permitted herein for carry-over in the next year shall be lost except in case of extenuating circumstances of business necessity with the prior approval of the EMPLOYER-designated representative. If vacation is denied because of an emergency, an employee will not lose vacation if unused at the end of the year.
- 17.9 An employee who resigns in good standing with a minimum of two (2) weeks of advance notice shall be compensated for unused earned vacation. Such vacation compensation shall be calculated to the nearest day at the employee's base pay rate in effect at the time of termination.
- 17.10 Newly hired employees on probationary status shall earn but shall not use vacation until the employee has completed the first six (6) months of his/her probationary period.
- 17.11 A newly hired employee who fails to complete the probationary period shall not be compensated for unused earned vacation.
- 17.12 Vacation may be used in one-half (1/2) hour increments.
- 17.13 Cash payment shall be made to the employee's beneficiary for accrued unused vacation in the event of an employee's death.
- 17.14 An employee who becomes seriously ill or injured while on vacation may use accrued sick leave in lieu of vacation for the period of temporary illness or disability subject to verification of serious illness or injury at the discretion of the EMPLOYER. Such use of sick leave shall also apply to an employee's immediate family as defined in ARTICLE XVIII, SICK LEAVE.

ARTICLE XVIII-SICK LEAVE

- 18.1 Regular, full-time employees shall earn paid sick leave at the rate of 3.7 hours per eighty (80) hour pay period. Time on suspension without pay or unpaid leave of absence shall not be counted in determining a month of employment.
- 18.2 Earned sick leave may be accumulated with no maximum limit of hours accrued. Upon resignation or retirement in good standing, sick leave shall be paid in the amount of one-half (1/2) his or her accrued sick leave balance, not to exceed 500 hours.
- 18.3 Newly hired employees on probationary status shall earn and be entitled to use sick leave.
- 18.4 Sick leave shall accrue only when an employee is on compensated status or in accordance with state and federal laws when an employee is on authorized military leave.
- 18.5 An employee may use earned sick leave for absences necessitated by the following:
- 18.51 inability to perform job duties because of illness, injury, disability or childbirth;
 - 18.52 exposure to contagious disease or legal quarantine;
 - 18.53 medical, dental or chiropractic examinations or treatments of the employee or the employee's immediate family; and
 - 18.54 illness in the employee's immediate family for such reasonable periods as the employee's absence shall be necessary and in compliance with state and federal laws.
- 18.6 The term "immediate family" shall be defined as the employee's spouse, children, parents, parents-in-law, siblings, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.
- 18.7 Paid sick leave may be granted only if it has been earned. To be eligible for sick leave payment an employee must notify the immediate supervisor or EMPLOYER-designated representative as soon as possible.
- 18.8 Sick leave usage shall be subject to approval and verification by the EMPLOYER.
- 18.9 Sick leave may be used in increments of a minimum of one-half (1/2) hour.
- 18.10 An employee shall continue to accrue sick leave while on approved sick leave.

ARTICLE XIX – FUNERAL LEAVE

19.1 The EMPLOYER may grant up to a maximum of forty (40) hours of earned paid sick leave per occurrence to regular, full-time employees in the event of a death in the employee's immediate family.

19.2 "Immediate family" shall be defined as the employee's spouse, children, parents, parents-in-law, siblings, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

19.2 The EMPLOYER may also grant up to a maximum of twenty-four (24) hours of earned paid sick leave per occurrence to regular, full-time employees in the event of the death of other relatives or acquaintances.

ARTICLE XX – SEVERANCE PAY

20.1 Regular, full-time employees who resign shall receive pay for one-half (1/2) of their earned sick leave not to exceed five hundred (500) hours.

20.2 Severance pay may be deposited in a separate EMPLOYER account from which the employee can pay his/her health insurance premium following retirement.

20.3 Severance pay shall be made to the employee's beneficiary in the event of an employee's death.

ARTICLE XXI – WORKERS' COMPENSATION SUPPLEMENT

21.1 An employee who is injured in the performance of the employee's job duties and who is eligible to receive Worker's Compensation benefits may use earned accrued sick leave to supplement such payments.

21.2 Under no circumstances shall an employee who received Workers' Compensation benefits and the supplement noted in Section 21.2 receive compensation which is in excess of that received for the employee's normal work day or normal work week.

21.3 An employee may receive the supplement noted in Section 21.1 as deducted from the employee's earned accrued sick leave, vacation and compensatory time off until such benefits are exhausted. At such time the supplement shall cease and the employee shall receive only the Worker's Compensation benefits.

ARTICLE XXII- JURY OR WITNESS DUTY

- 22.1 An employee who is required to serve as a juror will be paid the employee's regular base pay. Following completion of jury service an employee shall present the check received for jury services to the EMPLOYER. The EMPLOYER shall allow the employee to keep any check issued by the court for mileage fees and expenses.
- 22.2 An employee is required to notify the employee's immediate supervisor of EMPLOYER-designated representative upon notification prior to serving as a juror or as a witness.
- 22.3 An employee who is excused from duty prior to the end of the employee's duty day shall return to work.

ARTICLE XXIII- MILITARY LEAVE OF ABSENCE

Military leaves of absence will be administered in accordance with applicable laws.

ARTICLE XXIV – PARENTAL LEAVE

- 24.1 The EMPLOYER shall grant unpaid parental leave in accordance with applicable laws.
- 24.2 An employee who is temporarily disabled due to pregnancy or childbirth may use earned sick leave in accordance with ARTICLE XVIII-SICK LEAVE.
- 24.3 The City of St. James provides medical leaves of absence to eligible employees who are temporarily unable to work due to a medical disability. For purposes of this policy, medical disabilities include, but are not limited to, temporary disabilities associated with pregnancy, childbirth, adoption of a child and related medical conditions. Both spouses and employees are eligible for medical leave associated with pregnancy, child birth and adoption for up to six (6) weeks. The employee shall be allowed to use their accumulated sick leave until benefits have been exhausted. The remaining balance up to the six (6) weeks shall be unpaid. The employee can use their vacation or compensatory time in the event they do not have any sick time accumulated.

ARTICLE XXV- TRAINING

- 25.1 The EMPLOYER will pay for the cost of training which is required and authorized by the EMPLOYER.

25.2 Training costs paid by the EMPLOYER will include: tuition fees, and mileage, meals and lodging expenses incurred for such training consistent with current EMPLOYER policy.

25.3 Time assigned to training which is required and authorized by the EMPLOYER will be compensated for in accordance with APPENDIX A – WAGE SCHEDULE, ARTICLE XI. OVERTIME where applicable and prevailing law. Time required for transportation to attend such training programs will be compensated for as required by prevailing law.

25.4 Employees in the street/parks unit shall be given the opportunity to attend the necessary training to obtain and maintain the State of Minnesota Collection Wastewater license and said costs shall be paid according to 25.1 and 25.2.

ARTICLE XXVI – HOLIDAYS

26.1 Full-time employees shall be compensated for the following holidays which shall consist of eight (8) hours:

New Year's Day,	January 1;
Martin Luther King Birthday,	third Monday in January;
President's Day,	third Monday in February;
Memorial Day, .	last Monday in May;
Independence Day,	July 4;
Labor Day,	first Monday in September;
Columbus Day, .	second Monday in October;
Veterans Day,	November 11;
Thanksgiving Day,	fourth Thursday in November;
Thanksgiving Day Friday,	fourth Friday in November;
Christmas Day, ..	December 25.

26.2 In the event that an eight (8) hour holiday falls on a Sunday, the following Monday shall be observed as the holiday. In the event that an eight (8) hour holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

26.3 Employees shall be required to work their last regularly scheduled work day prior to the holiday and their next regularly scheduled work day following the holiday in order to receive holiday pay unless the employee is on approved paid leave.

26.4 An employee who is required by the EMPLOYER to work on a designated holiday will be paid at the rate of one and one-half (1 ½) the employee's base pay rate for actual hours worked. The employee will also receive pay for the holiday in accordance with Section 26.1 at the employee's base pay rate.

26.5 In the event that City Hall is closed by the EMPLOYER on Christmas Eve for one half (1/2) a day, and the city staff is not allowed to work, the employees will be paid as if they are working for that one-half (1/2) day.

ARTICLE XXVII – CALL BACK AND STANDBY

27.1 An employee who is scheduled to stand by during the employee's scheduled off-duty time shall be compensated for one and one-half (1 ½) hours at one and one-half (1 ½) times the employee's regular base pay rate for each twenty-four (24) hour period or any portion thereof during which the employee is on standby status. For purposes of calculating standby pay a twenty-four (24) hour period shall commence with the employee's normal start time.

27.2 An employee who is called back to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's base pay rate.

27.3 An employee on call back is considered to be on duty for the full two hours. Additional call backs received within the same two-hour call back period do not qualify for additional call back pay.

27.4 All departments, when requiring standby, will standby for seven consecutive days.

27.5 An employee who is scheduled to standby on a holiday as set out in ARTICLE 26 HOLIDAYS, shall be compensated for three (3) hours at one and one-half (1 ½) times the employee's regular base pay rate for the twenty-four (24) hour period or any portion thereof during which the employee is on standby status.

ARTICLE XXVIII – SAFETY EQUIPMENT AND CLOTHING

28.1 The EMPLOYER shall provide any safety equipment and clothing required by the EMPLOYER for use on the job.

28.2 The EMPLOYER shall pay for the initial cost of an employee's prescription safety glasses. Such EMPLOYER contribution shall include tinted and/or non-glare glass, but exclude the eye exam. In the event that such glasses are damaged on the job the EMPLOYER shall pay the cost of repair provided that the employee has received the prior approval of the EMPLOYER-designated representative.

28.3 Once every two (2) years the EMPLOYER shall pay one hundred percent (100%) of the cost to replace prescription safety glasses, if necessary. Such EMPLOYER contribution shall include tinted and/or non-glare glass, but exclude the eye exam.

28.4 The EMPLOYER shall contribute one hundred fifty dollars (\$ 150.00) toward the cost of safety boots or shoes. Safety boots or shoes shall be replaced once per year.

28.5 The EMPLOYER shall add to the base pay for all classes of employees thirty cents (\$0.30) per hour in lieu of a clothing allowance.

ARTICLE XXIX – MILEAGE REIMBURSEMENT

Mileage reimbursement for EMPLOYER business use of an employee's vehicle shall be made in accordance with the rate currently established by the Internal Revenue Service (IRS). Such rate will become effective as of the date on which the EMPLOYER receives notice of the established rate.

ARTICLE XXX – UNPAID LEAVE OF ABSENCE

- 30.1 A request for an unpaid leave of absence in excess of three (3) work days shall be submitted in writing by the employee to the EMPLOYER-designated representative not less than thirty (30) calendar days in advance of the requested beginning of the leave. The request shall be in writing and shall state the reason for the leave and the desired length of time off. In case of extenuating circumstances the advance notice may be waived or reduced at the discretion of the EMPLOYER. The EMPLOYER shall respond in writing to the employee's request as soon as is practicable.
- 30.2 An unpaid leave of absence may be granted at the discretion of the EMPLOYER for a ninety (90) calendar day period. In case of temporary disability of the employee or other extenuating circumstances such leave may be extended at the discretion of the EMPLOYER to a maximum total leave of one (1) year.
- 30.3 If the reason for an employee's request for an unpaid leave of absence is because of a serious illness or injury, the employee shall have the option to use or not use any portion or all of their accumulated sick leave and vacation leave prior to commencing an approved unpaid leave of absence.
- 30.4 If an employee becomes eligible for long term disability, the employee shall have the option to use earned sick leave to supplement the long term disability payments so that the employee would experience the same pay he/she would receive if they were working.
- 30.5 Benefits shall not accrue during an unpaid leave of absence. An employee may continue participation in group insurance provided that the employee pays the full cost of the premiums. Upon returning to work following an unpaid leave of absence the employee will be paid at the same salary step held as at the time the leave began.
- 30.6 An employee who has been granted an unpaid leave of absence will continue to accrue seniority.

ARTICLE XXXI- RIGHT OF SUBCONTRACT

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT. The EMPLOYER will provide the UNION with an opportunity to meet and confer as defined in Minnesota Statute § 179A.01, Subd 10 prior to subcontracting.

ARTICLE XXXII-WAIVER

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

32.2 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 in 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 XXXIII -DURATION

This AGREEMENT shall be effective as of January 1, 2016 and shall remain in full force and effect until December 31, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT ON THIS 21st DAY OF DECEMBER, 2015.

FOR THE CITY OF ST. JAMES;

Gary L. Sturm

FOR THE UNION:

[Signature]
[Signature]

City of St. James

Seniority List for AFSCME Council 65, Local No. 1204

January 1, 2016

Streets/Parks

Stradtman, Chad	Street/Park Mtce Lead Worker	7/17/02
Poulson, David	Street/Park Mtce Worker	11/03/97
Johnson, Jared	Street/Park Mtce Worker	1/03/12
Rotert, Danny	Street/Park Mtce Worker	4/18/15
Gappa, Shawn	Street/Park Mtce Worker	11/02/15

Water Quality Department

Anderson, Mark	Water Quality Lead Worker	6/24/02
Firchau, Steve 5/12/97	Water Quality Worker	
Firchau, Randy	Water Quality Worker	8/19/98
Monnens, Jason (1)	Water Quality Lead Worker	1/05/04
Nelson, William (2)	Water Quality Worker	5/19/97
Lang, Steve 9/08/08	Water Quality Worker	
Brian Helling 6/2/14 (3)	Water Quality Worker	

- (1) Transferred from the Street in 2010.
- (2) Transferred from the Street in 2014
- (3) Transferred from the Street in 2015

