

LABOR AGREEMENT

between

CITY OF CROOKSTON, MINNESOTA

and

AFSCME UNION

**American Federation of State, County
and Municipal Employees, AFL-CIO
Local Union No. 1353**

January 1, 2017 - December 31, 2019

TABLE OF CONTENTS

		Page
ARTICLE 1	PURPOSE OF AGREEMENT	1
ARTICLE 2	RECOGNITION	1
ARTICLE 3	DEFINITIONS	1-2
ARTICLE 4	UNION SECURITY	2
ARTICLE 5	EMPLOYER SECURITY	2
ARTICLE 6	EMPLOYER AUTHORITY	2-3
ARTICLE 7	EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE	3-4
ARTICLE 8	SAVINGS CLAUSE	4
ARTICLE 9	WORK SCHEDULES	5
ARTICLE 10	OVERTIME PAY	5
ARTICLE 11	WORKING OUT OF CLASSIFICATION PAY	6
ARTICLE 12	DISCIPLINE	6
ARTICLE 13	HOLIDAYS	6-7
ARTICLE 14	SICK LEAVE	7
ARTICLE 15	SEVERANCE PAY	8
ARTICLE 16	VACATION	8
ARTICLE 17	SENIORITY	9
ARTICLE 18	TIME OFF FOR UNION ACTIVITIES	9-10
ARTICLE 19	JOB POSTING – PROMOTIONS	10
ARTICLE 20	HOSPITAL/MEDICAL/LIFE	10
ARTICLE 21	SAFETY AND DIFFERENTIAL PAY	10 -11
ARTICLE 22	WAIVER	11
ARTICLE 23	EQUIPMENT CLASSIFICATION	12
ARTICLE 24	SALARY ADJUSTMENTS	12
ARTICLE 25	LONGEVITY	12
ARTICLE 26	DURATION and SIGNATURE PAGE	13
APPENDIX A	2017-2019 SALARY SCHEDULE - JOB CLASSIFICATION	14-15
APPENDIX B	2017-2019 SALARY SCHEDULE – DEPARTMENTS	16-18
APPENDIX C	LICENSING, OUTSIDE CONTRACTING, PROBATIONARY PERIOD PAY, OTHER AGREEMENTS	19

A G R E E M E N T
Between
CITY OF CROOKSTON, MINNESOTA
And
**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**
LOCAL UNION NO. 1353

ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Crookston, hereinafter called the EMPLOYER, and Local Union No. 1353 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the UNION. The intent and purpose of this Agreement is to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' full and complete agreement upon terms and conditions of employment for the duration of the Agreement.

ARTICLE 2 RECOGNITION

2.1: The Employer recognizes the Union as the exclusive representative for the purposes of establishing the terms and working conditions for the following unit as determined by the Bureau of Mediation Services, Case No. 82-PR-174-A, dated October 20, 1981:

"All employees of the City of Crookston, Crookston, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential and essential employees".

2.2: The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

ARTICLE 3 DEFINITIONS

- 3.1 UNION: The American Federation of State, County and Municipal Employees, AFL-CIO, Local Union No. 1353.
- 3.2 EMPLOYER: The City of Crookston.
- 3.3 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees, AFL-CIO, Local Union No. 1353.
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.5 BASE PAY RATE: The employee's hourly rate exclusive of longevity or any other special allowances.

- 3.6 **OVERTIME**: Work performed at the express authorization of the Employer in excess of eight (8) hours within a twenty-four (24) hour period or more than forty (40) hours within a seven (7) day period.
- 3.7 **CALL BACK**: Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.
- 3.8 **STRIKE**: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.9 **SENIORITY**: Length of continuous service with the Employer. (Job Classification Seniority shall be as defined in Article 17, Section 17.4).
- 3.10 **IMMEDIATE FAMILY**: Immediate family shall include the employee's or spouse's mother, father, sister, brother, son, daughter, grandchildren, grandmother or grandfather, step-mother, step-father, step-children and step-grandchildren.

ARTICLE 4 UNION SECURITY

In recognition of the Union as the exclusive representative, the Employer shall:

- 4.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of the employees authorizing in writing such deductions, and
- 4.2 Remit such deductions to the appropriate designated officer of the Union.
- 4.3 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.
- 4.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the City of Crookston as a result of any action taken or not taken by the City of Crookston under the provisions of this Article.
- 4.5 The Employer agrees that during the life of this Agreement, that the Employer will not lock out the employees.

ARTICLE 5 EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slowdown, other interruption of or interference with the normal functions of the Employer, except as provided by law.

ARTICLE 6 EMPLOYER AUTHORITY

- 6.1 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 of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

- 6.2 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 7 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 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.
- 7.3 **Processing of a Grievance:** It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided, is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with 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 Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the designated supervisor.
- 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 twenty-one (21) calendar days after such alleged violation has occurred, present such 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 seven (7) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the provision or provisions of the Agreement allegedly violated, and 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) days shall be considered waived.

Step 2.

If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within seven (7) 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 seven (7) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within fifteen (15) calendar days following the Employer designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within fifteen (15) calendar days shall be considered waived.

Step 4.

A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances", as established by the Bureau of Mediation Services.

7.5 Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, to 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, the cost shall be borne equally.

7.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If the grievance is not appealed to the next step within the specific 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 agreement of the Employer and the Union.

ARTICLE 8 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 no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 9 WORK SCHEDULES

- 9.1 The sole authority in work schedules is the Employer. The normal work day for an employee shall be eight (8) consecutive hours. The normal work week shall be forty (40) hours.
- 9.2 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 8:00-4:30 day. The Employer will give one (1) week advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.
- 9.3 In the event that work is required because of unusual circumstances, no advanced notice need be given. Each employee has an obligation to work overtime or call backs if requested, unless unusual circumstances prevent the employee from so working.
- 9.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.
- 9.5 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 employees.

ARTICLE 10 OVERTIME PAY

- 10.1 Hours worked in excess of eight (8) hours in a twenty-four (24) hour period or forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1½) times the employee's regular rate of pay. The employee may, by mutual agreement between the employee and the Employer, be given compensatory time off in lieu of overtime pay. Compensatory time off is subject to approval of the employee's supervisor, and shall be at the rate of one and one-half (1½) hours for each hour worked overtime. Compensatory time may be accumulated up to a maximum of sixty (60) hours. Once the sixty (60) hours maximum is reached, subsequent overtime earned must be taken as overtime pay. The intent of this article is that no employee may have more than sixty (60) hours of compensatory time in the bank at any time. The compensatory bank maximum of sixty (60) hours may be carried over from year to year.
- 10.2 Overtime will be distributed as equally as practicable within job classifications.
- 10.3 Overtime refused by employees will, for record purposes under Article 10.2, be considered as unpaid overtime worked.
- 10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 10.5 An employee who is called to duty during their scheduled off duty time shall receive a minimum of two (2) hours pay at one and one-half (1 & 1/2) times the employee's base pay rate.
- 10.6 Any overtime work must be specifically authorized by the Department Head/Supervisor beforehand. Employees cannot work overtime on their own and ask for compensation or compensatory time afterwards, except for emergencies.

ARTICLE 11 WORKING OUT OF CLASSIFICATION PAY

Any employee assigned to work in a higher job classification at the specific direction of the Employer for eight (8) hours or more in a scheduled work week shall receive the pay for the higher job classification for the time worked in the higher job classification for all hours over the first eight (8) hours. After the employee has worked and trained for two (2) years, they shall receive the pay for the higher job classification for all hours worked in the higher job classification.

ARTICLE 12 DISCIPLINE

- 12.1 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, or
 - e) Discharge.
- 12.2 Suspension, demotions and discharges will be in written form.
- 12.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 12.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

ARTICLE 13 HOLIDAYS

- 13.1 The following days will be observed as paid holidays:
- New Year's Day - January 1st
 - Martin Luther King Jr. Day - Third Monday in January
 - President's Day - Third Monday in February
 - Memorial Day - Last Monday in May
 - Independence Day - July 4th
 - Labor Day - First Monday in September
 - Veteran's Day - November 11th
 - Thanksgiving Day - Fourth Thursday in November
 - Friday After Thanksgiving
 - Christmas Day - December 25th
 - Good Friday (1/2 day)
 - Floating Holiday - At Supervisor's discretion
- 13.2 Holiday Pay. Eligible employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work.
- 13.3 Observance. Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above falls on Sunday, the succeeding Monday shall be observed as the holiday.

- 13.4 Eligibility Requirements. To qualify for a paid holiday, the employees must work their last scheduled work day before the holiday and the first scheduled work day following the holiday. Employees on prior approved paid absence as provided by this Agreement shall be considered to have worked the day before or after a holiday.
- 13.5 Work on a Holiday. If an employee works on any of the above holidays, the employee shall be paid time and one-half (1 ½) for all hours worked in addition to the holiday pay.

ARTICLE 14 SICK LEAVE

- 14.1 Sick leave will be accumulated by employees at the rate of eight (8) hours per calendar month with a maximum accumulation of one thousand one hundred and twenty (1,120) hours. After 1,120 hours of sick leave have been accumulated, employees shall continue to accumulate sick leave at the rate of four (4) hours per month to be credited toward a catastrophic illness bank, which may be used only in the event that the initial sick leave accumulation of 1,120 hours is completely depleted. The catastrophic illness bank shall not be computed as part of severance pay.
- 14.2 Written proof of illness by medical certificate shall accompany any absence of twenty-four (24) hours or more. The Employer may request a doctor's certificate as to the employee's ability and fitness to return to work.
- 14.3 Sick leave may be used in the following manner:
- a) Illness of the employee causing absence from work;
 - b) Injury of the employee causing absence from work;
 - c) Medical or dental care for the employee which cannot be obtained after regular working hours;
 - d) Maternity - Based on a Doctor's certificate as to an employee's inability to work before the delivery date and ability to return to work. At least two (2) weeks notice will be given of intent to return to work.
 - e) Death or illness in the immediate family or the request to be a pallbearer at a funeral.
- 14.4 Employees entitled to Worker's Compensation pay under the Statutes of the State of Minnesota may elect to use their accumulated sick leave, vacation, and/or compensatory overtime.
- 14.5 An employee will be allowed twenty-four (24) hours sick leave with pay for absence due to a funeral in the employee's or spouse's immediate family. For the funeral of a spouse, child, or stepchild, an employee will be allowed to use up to forty (40) hours sick leave with pay.
- Four (4) hours pay will be granted to an employee who is a pallbearer at a funeral. Employees will be granted two (2) hours of paid time-off to attend the funeral of a City of Crookston co-worker's funeral or the funeral of their spouse or child. Any time beyond the two (2) hours must be taken as vacation or compensatory time. Time off is at the discretion of the Department Head.
- 14.6 Maternity leave will be granted according to State and Federal laws. The Employer may request a doctor's certificate as to an employee's ability to work before the delivery date and again upon returning to work. At least two (2) weeks notice will be given of intent to return to work.

ARTICLE 15 SEVERANCE PAY

- 15.1 Upon death or retirement (age or disability), an employee or the employee's legal heirs shall be paid fifty percent (50%) of the employee's unused accumulated sick leave, to be figured per diem at the rate of pay at the time of this separation.
- 15.2 Upon severance of employment for any other cause than being dismissed, an employee shall be paid fifty percent (50%) of the employee's accumulated sick leave, to be figured per diem at the rate of pay at the time of this separation.
- 15.3 All employees eligible for the severance payment outlined in Section 15.1 and Section 15.2 will contribute 100% of the proceeds to the Post Employment Health Care Savings Plan. Upon death, severance payment outlined in Section 15.1 and Section 15.2 will be paid to the employees legal heir. If amount is less than \$500.00 at the time of separation, employee will receive cash payout.

ARTICLE 16 VACATION

Full-time employees (except those hired on a temporary or seasonal basis who will not be eligible for vacation benefits under this Agreement) will earn vacation benefits on the following schedule. Vacation shall be accrued from the date of hire. Step increases shall be accrued from the anniversary date of hire. All new full-time employees shall earn 6.66 hours vacation for each full month worked during the first (1) year of employment. This vacation may not be taken until six (6) months of continuous employment.

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| 16.1 | During the first (1) through fifth (5) years of employment | 6.66 hours for each full month worked |
| 16.2 | During the sixth (6) through eleventh (11) years of employment | 10.00 hours for each full month worked |
| 16.3 | During the twelfth (12) through eighteenth (18) years of employment | 13.33 hours for each full month worked |
| 16.4 | During the nineteenth (19) year of employment and thereafter | 16.66 hours for each full month worked |
- 16.5 The number of accumulated vacation hours of an Employee must not exceed 150% of the annual accumulation allowed or 216 hours, whichever is less. The failure of the Employee to keep the hours at or below the maximum allowed will result in no vacation being accrued for each month in which the Employee's accumulated vacation hours exceed the maximum. If an Employee is denied vacation by the actions or failure to act of the Employer and the denial results in the number of vacation hours rising higher than the maximum allowed, a three month grace period will be granted to accomplish the reduction.
 - 16.6 Vacation time shall be selected on the basis of seniority.
 - 16.7 No employee may use earned vacation without the express approval of the employee's Department Head.
 - 16.8 Unused vacation time shall be paid to the employee or the employee's estate at the time of the employee's termination of employment.
 - 16.9 When a recognized paid holiday falls within an employee's vacation, the employee shall be given a day off with pay but this day shall be continuous with the employee's vacation. Only

one such day shall be granted in any one calendar year except that the Department Head may, at his discretion, allow an additional day if the work schedules and the work load permit. The Department Head has the unrestricted right to deny this extra day request.

ARTICLE 17 SENIORITY

- 17.1 Employees shall earn seniority on the basis of continuous service with the Employer. Such seniority shall not be broken because of sick leave or other authorized leave of absence or temporary layoff.
- 17.2 In the event of layoff, employees will be laid off according to seniority in the inverse order of hiring. For a period of no more than one year, employees will be rehired according to seniority in the inverse order of layoff. . In the case of a layoff, or when an employee is on unemployment compensation, all fringe benefits shall continue to accrue to the employee's credit for a period not to exceed three (3) months.
- 17.3 All current employees promoted to a higher classification shall serve a forty-five (45) day probationary period. Employees possessing seniority in a lower classification who do not successfully complete a forty-five (45) day probationary period upon being promoted to a higher classification shall retain their rights to the lower classification upon being demoted. New employees shall serve a six month probationary period. New employees who are not certified during the six-month probationary period shall be terminated at the sole discretion of the Employer.
- 17.4 Seniority shall be applicable only in the department in which an employee works. The following departments shall be recognized:
- 1) Administration Department
 - 2) Clerk-Treasurer Department
 - 3) Public Works (Street, Sanitation, Wastewater, Mechanics)
 - 4) Public Works (Water)
 - 5) Park and Recreation Department
 - 6) Police Department
 - 7) Fire Department
- 17.5 All new employees hired shall retain the job classification that they were hired for and shall be promoted only at the discretion of the authorized City of Crookston officials. The authorized proper City of Crookston officials shall have the sole responsibility of determining the proficiency of the employee to be promoted as it relates to the new position. Employees that are advanced to Maintenance Service I shall be capable of operating heavy equipment in a safe and satisfactory manner. The proper City officials shall have the responsibility of determining the proficiency of the employee. If it is determined that the employee is not capable of operating this equipment, the employee shall return to the Maintenance Service II position until they can be trained and properly operate the heavy equipment. Only employees who can successfully and safely operate the equipment shall retain the title of Maintenance Service I.

ARTICLE 18 TIME OFF FOR UNION ACTIVITY

When an employee is elected to represent the Union at meetings or conventions, the employee may be granted the necessary time off without pay, provided the employee's absence does not interfere with the proper operation of the department.

- 18.1. Employees on local negotiating committees working with the Employer or its Department Heads during the regular work day, shall not suffer loss of pay. Time devoted to negotiations or other committee work after hours shall not constitute working hours for computation time.

ARTICLE 19 JOB POSTING - PROMOTIONS

- 19.1 Permanent vacancies in job classifications listed in Article 2 of this Agreement shall be posted. Employees shall have seven (7) calendar days after posting to complete application for such vacancies. The applicant with the highest qualifications will be chosen for the vacancy.
- 19.2 All promoted employees shall serve a 45 day trial period. During the trial period, a promoted employee may be replaced to the employee's previous position at the discretion of the Employer. If the promoted employee desires to return to his former position during the 45 day trial period, he or she may inform his department head and return to that position.

ARTICLE 20 HOSPITAL/MEDICAL/LIFE

The Employer will pay the premium cost for the employees covered by this Agreement as follows:

- 20.1 Insurance caps by the Employer shall be \$805 .00 per month for premiums paid for the year 2017. Employees will pay all monthly premium costs required above this amount. If the Employee elects an insurance plan that costs less than \$805.00 per month, the Employee can apply the premium difference to other benefits administered by the Employer.

Insurance caps by the Employer shall be \$880.00 per month for premiums paid for the year 2018. Employees will pay all monthly premium costs required above this amount. If the Employee elects an insurance plan that costs less than \$880.00 per month, the Employee can apply the premium difference to other benefits administered by the Employer.

Insurance caps by the Employer shall be \$955.00 per month for premiums paid for the year 2019. Employees will pay all monthly premium costs required above this amount. If the Employee elects an insurance plan that costs less than \$955.00 per month, the Employee can apply the premium difference to other benefits administered by the Employer.

Designation of any premium difference can only be adjusted once per year in conjunction with the open enrollment period for insurance.

- 20.2 \$25,000 of Life Insurance for the employee.

ARTICLE 21 SAFETY AND DIFFERENTIAL PAY

The Employer shall furnish and maintain safety, health and weather garments and equipment as required by the Employer.

- 21.1 An employee scheduled to start a daily shift between 4:00 p.m. and 7:00 a.m. shall be paid a differential pay of fifty (\$.50) cents per hour for the time worked on the shift between 4:00 p.m. and 7:00 a.m. Any time worked on this shift after this time will be paid at the employee's regular rate of pay. This shift differential pay only applies to the shifts that schedule nine (9) or ten (10) hour shifts. Any seasonal summer hours scheduled to start at 4:00 p.m. shall be paid by differential pay. (This applies to seasonal summer hours.)

- 21.1.1 Hours will revert back after summer schedule to a standard eight (8) hour day. During a standard eight (8) hour day, an employee scheduled to start a daily shift between 4:00 p.m. and 8:00 a.m. shall be paid a differential pay of fifty (\$.50) cents per hour for the time worked on the shift between 4:00 p.m. and 8:00 a.m. Any time worked on this shift after this time will be paid at the employee's regular hourly rate of pay. (This applies for regular eight hour schedule.)
- 21.2 The Employer shall furnish and maintain special safety, health and weather garments and equipment for employees requiring the use of such garments and equipment such as, but not limited to:
- 1) Rain Clothing
 - 2) Welding Aprons (fire resistant)
 - 3) Rubber and Insulated Boots (Park Dept., Sanitation Dept.)
 - 4) Hard Hats - Safety Helmets
- 21.3 The City shall pay employees a two-hundred dollar (\$200) uniform allowance with the exception of the employees employed as mechanics or wastewater operators, who shall have the option of either accepting the \$200 or remaining on the linen service. The \$200 clothing allowance will be provided to employees after providing documentation of clothing related expenses. The \$200 must be used within the calendar year and will not be carried over from year to year. A maximum of two reimbursements will be allowed per year. The following personnel will receive \$100 annually for a clothing allowance with the understanding that the clothing being purchased needs to have the City of Crookston logo on it: Billing clerk/Office Supvr-PW Dept, Payroll/Accounting Clerk, Admin Asst – P & R, Admin Asst – Police, Clerk-Typist – Police, Cashier/Billing Clerk – PW Dept, City Clerk/Admin Asst.
- 21.4 The proper City officials shall meet and confer with designated AFSCME employees to determine a mutually acceptable clothing policy for employees under this Contract.
- 21.5 Steel toed boots, City to pay up to \$100.00.
- 21.6 Safety glasses, City to pay single vision \$44.00, bi-focal \$67.00, tri-focal \$77.00, and \$90.00 for progressive lenses.

ARTICLE 22 WAIVER

- 22.1 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.
- 22.2 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 parties at the time this contract was negotiated or executed.

22.3 This Agreement may be amended by the mutual agreement of the Employer and the Union during the life of this Agreement.

ARTICLE 23 EQUIPMENT CLASSIFICATION

All machines used in the Public Works Department, Parks Department and Public Works-Water Division, shall be classified as:

- 23.1 **Heavy Equipment:** Maintenance Service I - Motor Grader; Backhoe; Sweeper; Big Front End Loader; Cat and Dozer; Oil Distributor; Tree Planter; Snow Plow Trucks; and Zamboni Ice Resurfacer. Maintenance Service I level employees shall be able to operate all equipment.
- 23.2 **Light Equipment:** Maintenance Service II - Garbage Packer Truck; Dump Trucks; Steer Skid Loader; Snorkel Truck; One Ton Pickup Pulling Recycling Trailer; Jet Rodder; Tractor with Loader, or with take off Mower. Maintenance Service IIs may occasionally be required to operate Maintenance Service I equipment that their license allows them to do.
- 23.3 **General Equipment:** Maintenance Service III - Pickups, 3/4 Ton and 1/2 Ton; C.D. Jeeps; Riding Lawn Mowers; and automobiles, only when required. In certain circumstances Maintenance IIIs may be required to operate Maintenance Service II equipment, but only if qualified to operate it.

ARTICLE 24 SALARY ADJUSTMENTS

Salary adjustments for the position of foreman may be submitted by either party, based on responsibilities, length of service and job proficiency, and may be made by mutual agreement between the Employer and the Union. These adjustments can be made at the agreement of the Union, Department Head and City Administrator, and may be made any time during the year. This contract reflects a cost of living adjustment of 2.0% in 2017 and 2.0% in 2018 and 2.5% in 2019. These changes are reflected in Appendix A and Appendix B.

24.1 There will be a path for Parks and Recreation/Sanitation department employees to move from MSIII to MS II.

ARTICLE 25 LONGEVITY

Longevity shall be eliminated and the amounts formerly credited as longevity for employees shall be added to the base pay. New employees shall be hired at the base rate not including longevity and shall not receive compensation in the future for longevity. The intention of this Section is to eliminate longevity for new employees.

ARTICLE 26 DURATION

This Agreement shall be effective as of January 1, 2017, and shall remain in full force and effect until December 31, 2019.

Should either party to these rules and regulations, through their representative, desire a change or changes, give notice of such desire to meet and shall be made in writing to the other party at least thirty (30) days prior to the end of this Agreement. If settlement on a new Agreement cannot be reached within the provided period, the present Agreement shall remain in full force and effect until a new settlement has been reached.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 27th day of February, 2017.

FOR THE EMPLOYER:

FOR THE UNION:

Mayor

Steward

City Administrator

Steward

 2-23-17

Staff Representative

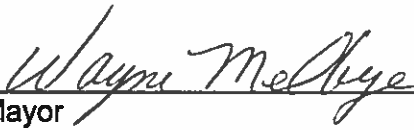
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FOR THE EMPLOYER:



Mayor



City Administrator


FOR THE UNION:



Steward



Steward



Staff Representative

APPENDIX A

2017 SALARY SCHEDULE - BASE SALARY BY JOB CLASSIFICATION

		BASE RATE
	JOB CLASSIFICATION	2017
	Billing Clerk/Office Supvr-PW Dept	\$22.938
	Payroll/Accounting Clerk	\$22.184
	Administrative Assistant - P & R Dept	\$21.386
	Administrative Assistant - Police Dept	\$21.386
	Clerk-Typist - Police Dept	\$20.937
	Cashier/Billing Clerk - PW Dept	\$21.061
	City Clerk / Administrative Assistant	\$24.212
	Janitor	\$19.529
	Maintenance I Mechanic	\$22.069
	Sr WW Operator	\$22.508
	Foreman - P & R Dept	\$22.468
	Maintenance Service II - Wastewater Operator	\$18.908
	Maintenance Service I	\$21.812
	Maintenance Service II	\$18.908
	Maintenance Service III	\$17.268

APPENDIX A

2018 SALARY SCHEDULE - BASE SALARY BY JOB CLASSIFICATION

	BASE RATE
JOB CLASSIFICATION	2018
Billing Clerk/Office Supvr-PW Dept	\$23.397
Payroll/Accounting Clerk	\$22.628
Administrative Assistant - P & R Dept	\$21.814
Administrative Assistant - Police Dept	\$21.814
Clerk-Typist - Police Dept	\$21.355
Cashier/Billing Clerk - PW Dept	\$21.482
City Clerk / Administrative Assistant	\$24.696
Janitor	\$19.919
Maintenance I Mechanic	\$22.510
Sr WW Operator	\$22.959
Foreman - P & R Dept	\$22.917
Maintenance Service II - Wastewater Operator	\$19.286
Maintenance Service I	\$22.248
Maintenance Service II	\$19.286
Maintenance Service III	\$17.613

APPENDIX A

2019 SALARY SCHEDULE - BASE SALARY BY JOB CLASSIFICATION

	BASE RATE
JOB CLASSIFICATION	2019
Billing Clerk/Office Supvr-PW Dept	\$23.981
Payroll/Accounting Clerk	\$23.193
Administrative Assistant - P & R Dept	\$22.359
Administrative Assistant - Police Dept	\$22.359
Clerk-Typist - Police Dept	\$21.889
Cashier/Billing Clerk - PW Dept	\$22.019
City Clerk / Administrative Assistant	\$25.313
Janitor	\$20.417
Maintenance I Mechanic	\$23.073
Sr WW Operator	\$23.532
Foreman - P & R Dept	\$23.490
Maintenance Service II - Wastewater Operator	\$19.768
Maintenance Service I	\$22.804
Maintenance Service II	\$19.768
Maintenance Service III	\$18.053

**APPENDIX B:
2018 SALARY SCHEDULE- SALARY BY DEPARTMENTS INCLUDING CURRENT
ADJUSTMENTS**

APPENDIX B 2018 SALARY SCHEDULE - SALARY BY DEPARTMENTS INCLUDING CURRENT ADJUSTMENTS								
Name	Position	BASE RATE				*****CLASS B		TOTAL
		2018	*ON-CALL	**CLASS C/D	***TOOLS	****LONGEVITY	BOILERS LIC	HOURLY RATE
Kathy Carlson	Payroll/Accounting Clerk	\$22.63						\$22.63
Angela Menge	City Clerk / Administrative Assistant	\$24.70						\$24.70
Kent Shafer	Maintenance I Mechanic	\$22.51			\$0.20			\$22.71
Dave Lessard	Maintenance I	\$22.25	\$0.14					\$22.39
Frank Duden	Maintenance I	\$22.25						\$22.25
Allen Graff	Maintenance II	\$19.29						\$19.29
Phillip Peterson	Maintenance II	\$19.29						\$19.29
Casey Delaney	Maintenance III	\$17.61						\$17.61
Lenny Devos	Maintenance II	\$19.29						\$19.29
Doug Sullivan	Maintenance II	\$19.29						\$19.29
Cory Coners	Maintenance III WW Op	\$17.61	\$0.14	\$0.10				\$17.85
Mitch Weasner	Maintenance II WW Op	\$19.29	\$0.14	\$0.10				\$19.53
Ian Tiedemann	Maintenance I	\$22.25	\$0.14	\$0.10				\$22.49
Justin Johnson	Maintenance II	\$19.29	\$0.14	\$0.10				\$19.53
Josh Baatz	Maintenance II	\$19.29	\$0.14					\$19.43
Diane Mackowick	Bill Clerk/Offc Supervisor	\$23.40				\$0.23		\$23.63
Karen Radke	Cashier/Bill Clerk	\$21.48						\$21.48
Tom Clauson	Park Foreman	\$22.92				\$0.09		\$23.01
Richard Laughery	Maintenance I	\$22.25				\$0.09		\$22.34
Maureen Kostrzewski	Maintenance I	\$22.25						\$22.25
John Lentsch	Maintenance III	\$17.61						\$17.61
Curtis Anderson	Maintenance III	\$17.61						\$17.61
Marcus Brekken	Maintenance III	\$17.61						\$17.61
	Administrative Assistant	\$21.81						\$21.81
Kathy Dubuque	Administrative Assistant	\$21.81						\$21.81
Becky Resendiz-Gutierrez	Clerk-Typist	\$21.36						\$21.36
	*W & WW on-call \$.14/hr							
	**W obtains Class C operators license \$.10/hr							
	**WW obtains Class D operators license \$.10/hr							
	***Mechanic supplies their own tools \$.20/hr							
	****Longevity							
	*****Class B Boilers License \$.10/hr							

**APPENDIX B:
2019 SALARY SCHEDULE- SALARY BY DEPARTMENTS INCLUDING CURRENT
ADJUSTMENTS**

APPENDIX B								
2019 SALARY SCHEDULE - SALARY BY DEPARTMENTS INCLUDING CURRENT ADJUSTMENTS								
Name	Position	BASE RATE				*****CLASS B		TOTAL
		2019	*ON-CALL	**CLASS C/D	***TOOLS	****LONGEVITY	BOILERS LIC	HOURLY RATE
Kathy Carlson	Payroll/Accounting Clerk	\$23.19						\$23.19
Angela Menge	City Clerk / Administrative Assistant	\$25.31						\$25.31
Kent Shafer	Maintenance I Mechanic	\$23.07			\$0.20			\$23.27
Dave Lessard	Maintenance I	\$22.80	\$0.14					\$22.94
Frank Duden	Maintenance I	\$22.80						\$22.80
Allen Graff	Maintenance II	\$19.77						\$19.77
Phillip Peterson	Maintenance II	\$19.77						\$19.77
Casey Delaney	Maintenance III	\$18.05						\$18.05
Lenny Devos	Maintenance II	\$19.77						\$19.77
Doug Sullivan	Maintenance II	\$19.77						\$19.77
Cory Coners	Maintenance III WW Op	\$18.05	\$0.14	\$0.10				\$18.29
Mitch Weasner	Maintenance II WW Op	\$19.77	\$0.14	\$0.10				\$20.01
Ian Tiedemann	Maintenance I	\$22.80	\$0.14	\$0.10				\$23.04
Justin Johnson	Maintenance II	\$19.77	\$0.14	\$0.10				\$20.01
Josh Baatz	Maintenance II	\$19.77	\$0.14					\$19.91
Diane Mackowick	Bill Clerk/Offc Supervisor	\$23.98				\$0.23		\$24.21
Karen Radke	Cashier/Bill Clerk	\$22.02						\$22.02
Tom Clauson	Park Foreman	\$23.49				\$0.09		\$23.58
Richard Laughery	Maintenance I	\$22.80				\$0.09		\$22.89
Maureen Kostrzewski	Maintenance I	\$22.80						\$22.80
John Lentsch	Maintenance III	\$18.05						\$18.05
Curtis Anderson	Maintenance III	\$18.05						\$18.05
Marcus Brekken	Maintenance III	\$18.05						\$18.05
	Administrative Assistant	\$22.36						\$22.36
Kathy Dubuque	Administrative Assistant	\$22.36						\$22.36
Becky Resendiz-Gutierrez	Clerk-Typist	\$21.89						\$21.89
	*W & WW on-call \$.14/hr							
	**W obtains Class C operators license \$.10/hr							
	**WW obtains Class D operators license \$.10/hr							
	***Mechanic supplies their own tools \$.20/hr							
	****Longevity							
	*****Class B Boilers License \$.10/hr							

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**APPENDIX C:
LICENSING, OUTSIDE CONTRACTING, PROBATIONARY PERIOD PAY, & OTHER
AGREEMENTS**

Employees that attain a Class C or better license for the Public Works- Water Division shall receive an additional ten cent (\$.10) per hour to their basic salary. The salaries in Appendix B for the Public Works- Water Division include the ten cents (\$.10) per hour C License adjustment and a fourteen cents (\$.14) per hour on call adjustment.

Employees that attain a Class D or better license for Waste Water Operator shall receive an additional ten cents (\$.10) per hour to their basic salary. The salaries in Appendix B for Senior Waste Water Operator and Waste Water Operator include the ten cents (\$.10) per hour D License adjustment and a fourteen cent (\$.14) per hour on call adjustment.

Sanitation workers shall be supplied with insulated boots.

A newly employed person will start at ninety (90) percent of the salary for the job classification that year, and after six (6) months probationary period will receive the current full base rate for that classification.

The Employer will not lay off employees covered by this Agreement who are employed by the City on January 1, 1992 or before, as a result of contracting work usually performed by the bargaining unit employees.

The mechanic shall receive an additional (\$.20) per hour in addition to the base salary for providing their own tools. This is reflected in Appendix B.

Employees that attain a Class B or higher boilers license shall receive an additional (\$.10) per hour in addition to the base salary.