

**LABOR AGREEMENT
BETWEEN
THE CITY OF SPRING GROVE**

AND

**AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
(LOCAL #1944)**

**Police Department Group
(Essential Supervisory)**

January 1, 2017 – December 31, 2019

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ARTICLE 1 – PURPOSE

This Agreement is entered into between the City of Spring Grove, hereinafter called the EMPLOYER, and AFSCME Council 65, hereinafter called the UNION.

The intent and purpose of this Agreement is to:

- 1.1 Establish conditions of employment;
- 1.2 Establish procedure for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' full agreement upon terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 – RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes for all employees certified by the State of Minnesota Bureau of Mediation Services as:

All essential supervisors employed by the City of Spring Grove Police Department, Spring Grove, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14.

- 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 matter shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 – DEFINITIONS

- 3.1 Employee: A member of the exclusively recognized bargaining unit as described in the Recognition Article.
- 3.2 Employer: The City of Spring Grove.
- 3.3 Union: American Federation of State, County & Municipal Employees, Local #1944.
- 3.4 Union Member: A member of AFSCME, Local #1944.
- 3.5 Union Officer: Officer elected or appointed by AFSCME, Local #1944 to serve as union steward.

- 3.6 Probationary Employee: An employee who has not completed the required probationary period.
- 3.7 Days: Except as indicated otherwise in the Agreement, all references to days are calendar days.

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 all employees authorizing in writing such deduction; and remit such deduction to the appropriate designated officer of the UNION. The UNION shall arrange for payment to be made by electronic transfer if available.
- 4.2 The EMPLOYER agrees to cooperate with the UNION in facilitating the deduction of Fair Share Fees as provided in Minnesota Statutes 179A.06, Subdivision 3.
- 4.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall, within five (5) calendar days of such designation, certify to the EMPLOYER, in writing, of such choice and the designation of successors to former stewards. The UNION shall also certify to the EMPLOYER a current list of any non-employee business representative(s) upon execution of this agreement.
- 4.4 The EMPLOYER shall make available to the UNION mutually agreed upon facilities at reasonable times for the purposes of conducting UNION business.
- 4.5 The EMPLOYER agrees to make space available for the posting of official UNION notices and announcements.
- 4.6 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 a result of any action taken or not taken by the EMPLOYER under provisions of this Article.
- 4.7 Section A. The EMPLOYER agrees to make payroll deductions from the pay of those employees who wish to participate in a voluntary Political Action Committee as are approved by the UNION,
- Section B. The EMPLOYER shall remit to the address designated by the UNION the aggregate deductions of all employees together with an itemized statement showing the name of each employee from whose pay deductions have been made and amount deducted during the period covered by the remittance. Such remittance shall be made on a monthly basis or on such other periodic basis as may be agreed upon.
- Section C. The EMPLOYER and the UNION shall agree on such forms, rules and regulations as may become necessary for the operation of such payroll deduction plans, including electronic transfer if available.

ARTICLE 5 – EMPLOYER AUTHORITY

- 5.1 The UNION recognizes the right and authority of the EMPLOYER to operate and manage its affairs in all respects in accordance with its management rights, existing and future laws and regulations of the appropriate authorities. The rights or authority which the EMPLOYER has not officially abridged, delegated or modified by this Agreement are retained by the EMPLOYER.
- 5.2 The EMPLOYER shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the EMPLOYER in all of its various aspects, including but not limited to the right to operate and manage all facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline or discharge personnel for just cause; to lay off or relieve Employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to take any and all actions necessary to carry out the operations of the EMPLOYER in situations involving a disaster or emergency consistent with the terms and conditions listed in this agreement to the extent practicable, to assign duties, tasks, and jobs, and to perform such other inherent managerial function as set forth in the Minnesota Public Employment Labor Relations Act of 1971, as amended.
- 5.3 The EMPLOYER's failure to exercise any right, prerogative, or function hereby reserved to it, or the EMPLOYER's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the EMPLOYER's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- 5.4 The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the EMPLOYER and shall be governed by EMPLOYER rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement nor state nor federal laws.

ARTICLE 6 – EMPLOYER SECURITY: NO STRIKE/NO LOCKOUT

- 6.1 During the life of this Agreement, neither the UNION, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, picketing, slowdowns, mass resignations, mass absenteeism, mass use of sick leave, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of 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 of the rights, privileges or obligations of employment. In the event that any employee(s) violates this Article, the

UNION shall immediately notify any such employee(s) in writing, to cease and desist from such action and shall instruct them to immediately return to their normal duties.

- 6.2 Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.
- 6.3 Neither party will permit, encourage, or take part in any lockout, strike, work stoppage, walkout, or other interruption of the public service.

ARTICLE 7 – PROBATIONARY PERIODS

- 7.1 All newly hired or rehired employees will serve a probationary period of twelve (12) consecutive months of active work (which does not include time spent on a leave of absence except as may be required by law). The EMPLOYER may extend this probation for a period not to exceed ninety (90) days upon notice to the employee and the UNION.
- 7.2 All employees who are promoted or reassigned to a new job classification will serve a six (6) month probationary period in the job classification in which the employee has not previously served a probationary period.
- 7.3 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER.
- 7.4 During the probationary period a promoted or reassigned Employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.
- 7.5 Employees shall, during the probationary period, accumulate paid time off (PTO) as provided in elsewhere. Probationary employees may not use PTO until after completing three (3) months of employment.

ARTICLE 8 – EMPLOYEE RIGHTS/GRIEVANCE PROCEDURE

- 8.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 8.2 The EMPLOYER will recognize representatives designated by the UNION as 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 representatives and of their successors when so designated.
- 8.3 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 UNION representative and grievant employee(s) and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee(s) 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 aggrieved employee and the UNION representative have previously notified and received the approval of the designated supervisor where the designated supervisor has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER. The designated supervisor will be notified when the steward or grievant employee(s) returns to the work station and resumes duties.

8.4 Grievances, as defined by section 8.1, 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 the first occurrence of the event constituting such alleged violation, sign and present such grievance in writing to the Employee's direct 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, and the remedy requested, shall be signed by grievant 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 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 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 ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. 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 arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The UNION shall notify the Bureau of Mediation Services within ten (10) calendar days of the notice of appeal to the EMPLOYER that the UNION is submitting the matter to arbitration and the UNION shall request that the

Bureau of Mediation Services provide the parties with a list of arbitrators. The selection of an arbitrator shall be made in accordance with the rules and regulations as established by the Bureau of Mediation Services. The UNION must contact the EMPLOYER within ten (10) calendar days of the date that the Bureau of Mediation Services has mailed the parties a list of arbitrators in order to strike arbitrators or notify the EMPLOYER of an objection to the list of arbitrators. The EMPLOYER must respond to the Union and be prepared to strike arbitrators or notify the Union of an objection to the list of arbitrators. The parties shall alternatively strike names from the list of arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. The parties shall flip a coin to decide who strikes from the list first. The winner of the coin toss shall strike second.

8.5 Arbitrator's Authority:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the 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 the 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 record to be made providing it pays for the record. If both parties desire a verbatim record of proceedings the cost shall be shared equally.

8.6 Waiver

If a grievance is not presented by the UNION within the time limits set forth above, it shall be considered "waived." If a 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 specific 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.

8.7 Choice of Remedy.

It is specifically understood that any matters governed by the statutory or regulatory provisions, except as expressly provided for in this Agreement, shall not be considered grievances under this agreement. In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by the Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. If the aggrieved employee(s) utilizes a procedure other than the grievance procedure herein, then the employee is precluded from appealing under this procedure. If the employee utilizes this procedure, then the employee is precluded from appealing under another procedure. Employees may use both this grievance procedure and a statutory procedure to the extent that it is required by state or federal law.

ARTICLE 9 – DISCIPLINE

- 9.1 The EMPLOYER will discipline employees for just cause only. Discipline does not need to be progressive.
- 9.2 Discipline will be in one or more of the following forms:
- Oral reprimand
 - Written reprimand
 - Suspension
 - Demotion
 - Dismissal/Discharge
- 9.3 Written reprimands, notices of suspensions, demotions and discharges will be in written form and will state the reasons for the action taken. The employee will receive a copy of such reprimands and/or notices.
- 9.4 Written reprimands and notices of suspension shall be read and acknowledged by signature of the Employee. The Employee will receive a copy of such reprimands and/or notices.
- 9.5 Grievances relating to a suspension or discharge shall be initiated by the UNION at Step 3 of the grievance procedure.

ARTICLE 10 – TRAINING

- 10.1 The EMPLOYER will make available such training as is required for employees to maintain licenses or certifications, or safety, or as is required by the EMPLOYER or the State of Minnesota. The cost of attending this training will be paid by the Employer. The EMPLOYER will pay the cost of each employee's POST License Fees.

ARTICLE 11 – JURY DUTY

- 11.1 An employee absent from work because of jury services will be granted time off to serve. Employees serving, as jurors will receive the difference in salary between their normal base pay and the paid jury compensation, excluding mileage received as a juror.
- 11.2 An employee shall notify the City Administrator and supervisor in advance of the required reporting time for jury services.
- 11.3 Jury duty should be reflected as regular time on the time card with a note indicating that the employee was at court.
- 11.4 An employee not on active jury duty or experiencing a long period of recess is expected to report for work at once even if further jury duty will be required. Failure to report will result in loss of pay for such period. An employee is eligible for this leave only for the time required to serve plus reasonable travel time.
- 11.5 An employee who has completed jury duty must present a copy of the jury duty check to the City Clerk/Treasurer who will advise payroll regarding the amount of pay to be adjusted.

ARTICLE 12 – SENIORITY

- 12.1 Definition: Seniority will be determined by an employee's length of continuous service with the EMPLOYER. Seniority rosters will be maintained by the EMPLOYER on the basis of time in grade within specific classifications. Seniority rosters will be posted in an appropriate location.
- 12.2 Seniority shall terminate when an employee is separated from employment. An employee shall be considered separated from employment in cases of: resignation, retirement, promotion out of the bargaining unit, discharge and unauthorized absence for a period of three (3) or more consecutive work days.
- 12.3 An employee who is rehired following separation from employment shall be considered a new employee for purposes of seniority.
- 12.4 An employee who has been suspended without pay for thirty (30) or more work days shall have his/her seniority date reduced by the number of work days on suspension without pay. An employee who has been found to have been suspended without pay or discharged without cause shall have his/her seniority reinstated.
- 12.5 Seniority shall not accrue under the following conditions:
 - a) During a period of an unpaid leave of absence, other than military leave, or as required by other applicable law; or
 - b) During a period in which the employee is on strike.
- 12.6 In the event of a tie in seniority, seniority shall be determined by a coin toss.

ARTICLE 13 – LAYOFF AND RECALL

- 13.1 Employees may be laid off by the EMPLOYER to meet the needs of the EMPLOYER. In the event a layoff is necessary, the work force shall be reduced based on best ability to perform available work, and work performance within the job classification as determined in the EMPLOYER’s discretion. In the instances where employees have equal ability to perform available work and equal work performance, seniority will prevail.
- 13.2 An employee’s right to recall to the same job classification shall exist for twelve (12) months after the employee’s last date of layoff. Failure to return to work within fourteen (14) calendar days of notice of recall shall terminate all right to recall. Notice of recall shall be in the form of a registered or certified letter sent to the employee’s last address on file with the EMPLOYER. It shall be the employee’s duty to notify the EMPLOYER of any address change. Recall shall be based on the same criteria as layoff, and no new employee will be employed to fill a vacant position if an employee is available from the layoff list, with the ability to perform the work of the position. Refusal or failure to accept recall for a position for which the employee on layoff is qualified shall terminate all right to recall.
- 13.3 If an Employee is laid off, the City will pay the Employee for all accrued but unused Paid Time Off (PTO) at a rate that is equal to the hourly wage paid at the time of layoff times the total amount of accrued unused PTO time that is remaining at the time of the layoff.

ARTICLE 14 – HOLIDAYS

- 14.1 Regular full-time employees shall be compensated for the following ten (10) holidays, which shall consist of eight (8) hours:

New Year’s Day	Martin Luther King Day
President’s Day	Memorial Day
Independence Day	Labor Day
Veteran’s Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Day
- 14.2 Regular full-time employees will also be compensated for four (4) hours of holiday time on the afternoon of Christmas Eve.
- 14.3 In the event that a holiday falls on a Sunday, the following Monday shall be observed as the holiday. In the event the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.
- 14.4 Regular Part-time employees who work at least 30 hours per week or more and are actively employed (not on layoff) will receive a pro-rated amount of holiday pay based on their full-time equivalency.

14.5 Employees with an unapproved absence the day before or after a holiday are not eligible for holiday pay. Employees who are on any unpaid leave of absence are not entitled to holiday pay.

14.6 Regular full-time employees, excluding bartenders, who are required to work on a holiday shall be compensated at straight time for the eight (8) holiday hours plus an amount equal to time and one-half (1-1/2) time the regular full-time employee's regular base pay rate for the hours actually worked on the holiday.

PAYROLL EXAMPLES:

a) Regular full-time employee not working the holiday:

i. Logs 8 hours in the holiday column of their timecard.

b) Regular full-time (non-bartender) employee working the holiday:

i. Logs 8 hours in the holiday column on their timecard; and

ii. Logs actual time worked in the OT column so it is paid at time & one-half (1-1/2).

14.7 All regular full-time employees will receive one personal holiday. It must be taken with the approval of the employee's supervisor. The day must be approved 3 working days prior to the day taken.

ARTICLE 15 – PAID TIME OFF (PTO)

15.1 PTO allows employees to manage their own time off for vacation and occasional absences from the scheduled workday while protecting the employee's income.

15.2 PTO will accrue at the following rates for regular full-time employees and pro-rated for regular part-time employees working 30 hours or more per week:

Service	Benefit Hours	Hours Accrued Per Pay Period	Maximum Carryover
0 to 1 year	136	5.23	80
1 to 4 years	176	6.77	120
5 to 9 years	216	8.31	240
10 to 14 years	256	9.85	480
15 plus years	296	11.38	720

15.3 PTO will accrue at the following rates for Police Chief Paul Folz: (When Chief Paul Folz leaves employment with the City of Spring Grove, any new police chief will accrue PTO in accordance with the schedule outline in 15.2 above)

Service	Benefit Hours	Hours Accrued Per Pay Period	Maximum Carryover
0 to 1 year	176	6.77	120
1 to 4 years	216	8.31	240
5 to 9 years	256	9.85	480
10 to 14 years	296	11.38	720
15 plus years	336	12.92	720

- 15.4 Paid Time Off will be charged to the employee's PTO bank based on the employee's normal scheduled work day for that pay period.
- 15.5 Paid Time Off shall only be taken after the time has been earned.
- 15.6 When a paid holiday falls during an employee's Paid Time Off, the day will not be deducted from the employee's PTO bank.
- 15.7 Employees who are on layoff or an authorized leave of absence without pay will not accrue Paid Time Off.
- 15.8 Employees are expected to request PTO as far in advance of a planned absence as possible. In the event of conflicting requests for PTO, the City Council will make the determination of whether or not to grant the PTO request.
- 15.9 When use of a PTO is unplanned, an employee must notify his/her supervisor each day during working hours, no later than one hour after the employee's scheduled workday begins.
- 15.10 Employees accrue PTO beyond the maximum carryover specified in 15.2 or 15.3 above. The defined maximum carryover for part-time employees working 30 or more hours per week is based on a pro-rated percentage. Any hours above the maximum carryover for full-time employees or pro-rated maximum carryover for part-time employees on December 31 at midnight, will be lost.
- 15.11 Under no circumstances may an employee waive PTO time for purposes of earning double pay.
- 15.12 An employee who voluntarily resigns from employment with the City may not use PTO in place of the notice of termination and do not accrue PTO in the final pay period. On the employee's final paycheck, the City will pay current rate of pay or \$10.00 per hour in 2017; \$12.00 per hour in 2018; \$14.00 per hour in 2019, whichever is less, for an employee's unused PTO up to a maximum accrual of 480 hours.
- 15.13 Employees who are terminated for misconduct will not be paid for any unused accrued paid time off.

ARTICLE 16 – FUNERAL LEAVE

- 16.1 Full-time employees are granted up to three consecutive days of absence with pay for funeral leave. Part-time employees who work 30 or more hours per week receive a pro-rated portion based on their full-time equivalency. Additionally, an employee who suffers the loss of a spouse, child or parent may be granted up to an additional three days.
- 16.2 Member of the “immediate family” include mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, spouse, daughter, daughter-in-law, son, son-in-law, grandchildren or step-grandchildren, step-parents, step-children, step-siblings, grandparents of the employee, or a member of the household not listed above.
- 16.3 If more than three consecutive work days off are necessary or if time off is desired for personal business related to a death that is not in the immediate family, employees may request to use PTO or request a personal leave of absence without pay (once all PTO is exhausted).
- 16.4 The employee is responsible for notifying the Mayor upon the death of an immediate family member.
- 16.5 Employees on any other form of unpaid leave at the time of a family member’s death are not eligible for funeral leave.

ARTICLE 17 – LEAVE OF ABSENCE

- 17.1 Military Leave: Any military leave of absence shall be handled as provided by law. The employee shall present the EMPLOYER with official copies of the orders received and shall notify the EMPLOYER of the need for military leave as soon as it is known to the employee. Employees returning from extended military leave shall be returned to their former positions.
- 17.2 School Conferences: Pursuant to Minnesota Statute 181.9412, Employees are eligible for up to 16 hours per 12-month period to attend their child’s school conferences or school related activities, provided those conferences or activities cannot be scheduled during non-work hours. Employees may elect to use PTO for these absences.
- 17.3 Voting Time Off: Pursuant to Minnesota Statute 204C.04, an employee may request time off to vote if specific circumstances make it difficult for the employee to vote outside regular working hours. This request should be made prior to Election Day. Approved voting time off shall be included as regular productive hours on the employee’s time report.
- 17.4 Family and Medical Leave: Eligible employees may take up to twelve workweeks of unpaid leave for qualified family and/or medical reasons in accordance with the federal Family and Medical Leave Act (FMLA). (29 U.S.C. 2601 et seq.).

17.5 Personal Leave:

- A. An employee requesting an unpaid Personal Leave of Absence must make a written request to their supervisor for consideration. The supervisor should forward the request to the City Administrator for approval. A Personal Leave of Absence must be approved prior to the start of the leave.
- B. An employee on an unpaid Personal Leave of Absence has no guarantee of a position with The City, unless required by law.
- C. An unpaid Personal Leave of Absence may be approved for a maximum period of up to six (6) months.
- D. The City reserves the right to deny a request for an unpaid Personal Leave of Absence.
- E. The approval or denial of such leave of absence without pay shall not be subject to the grievance procedure.
- F. An employee may be placed on a Personal Leave of Absence at the discretion of the EMPLOYER, if an employee's PTO is exhausted and the employee is unable to return to work or if the employee's situation warrants such action.
- G. Employees on an unpaid leave of absence will not accrue benefits including, but not limited to, holidays, PTO, and insurance, except as may be required by law. Employees may continue hospitalization and life insurance coverage by paying the total monthly premium in accordance with COBRA. If an employee wants to continue insurance benefits under COBRA, the employee needs to notify the City Clerk/Treasurer.

ARTICLE 18 – SALARY AND WORK SCHEDULE

- 18.1 Salary for 2017 - \$67,842 (3%)
2018 - \$69,877 (3%)
2019 - \$72,672 (4%)

Future increases will be merit based.

- 18.2 The Council is supportive of the Chief of Police using his professional judgment to establish a flexible schedule that accommodates the daily or weekly needs of the community.

ARTICLE 19 – INSURANCE

- 19.1 All regular full-time employees shall be offered participation in the EMPLOYER's health insurance plan. For the calendar year 2017, the EMPLOYER will contribute toward the covered employee's group health insurance premium up to a maximum EMPLOYER contribution of \$825.00 per month. For the calendar year 2018, the EMPLOYER will contribute toward the covered employee's group health insurance premium up to a maximum EMPLOYER monthly contribution of \$900.00. For the calendar year 2019, the EMPLOYER will contribute toward the covered employee's health insurance premium up to a maximum EMPLOYER contribution of \$950.00.
- A. Each regular full-time employee who is covered by the City's health plan has the option to have their spouse and children covered under their plan at the employee's expense.
 - B. The City will pay for health insurance coverage, on a pro-rated basis, for each part-time employee who works 30 or more hours per week.
 - C. Each regular part-time employee who is covered by the City's plan as the option to have their spouse and children covered under their plan at the employee's expense.
 - D. In the event it is determine that the City will be subject to a penalty under the Affordable Care Act, the contract will be re-opened for the sole purpose of negotiating the City contribution to health insurance.
 - E. The contract will be re-opened for the sole purpose of negotiating the City contribution toward health insurance in the event the monthly health insurance premium increases to more than \$950.00 per month in 2019.
- 19.2 Life Insurance: The City will provide Life Insurance coverage of \$50,000 for its regular full-time employees who elect to take health insurance through the City.
- 19.3 Long Term Disability: The Employer shall provide Long Term Disability (LTD) insurance for 66 2/3 of their wages at no cost to employees.
- 19.4 Dental Insurance: All regular full-time employees shall be offered participation in the EMPLOYER's dental insurance plan. For the calendar year 2017, the EMPLOYER will contribute towards the covered employee's dental insurance premium up to a maximum EMPLOYER contribution of \$60.00 per month; for 2018: \$70.00 per month; for 2019: \$75.00 per month
- A. Each regular full-time employee who is covered by the City's plan has the option to have their spouse and children covered under their plan at the employee's expense.
 - B. The City will pay for dental coverage, on a pro-rated basis, for each regular permanent part-time employee who works 30 hours or more per week.

- C. Each regular permanent part-time employee who is covered by the City's plan has the option to have their spouse and children covered under the plan at the employee's expense.
- D. The contract will be re-opened for the sole purpose of negotiating the City's contribution toward dental insurance in the event the monthly dental insurance premium increases to more than \$75.00 per month.

19.5 Any change to insurance benefits must be negotiated.

ARTICLE 20 – UNIFORMS, SAFETY EQUIPMENT & TOOLS

20.1 The EMPLOYER will provide an initial set of uniforms and equipment for new employees in lieu of uniform allowance. (Appendix A) After the first year of employment, employees will be allowed a \$750 per year uniform allowance. Police Chief and police officers will submit receipts for reimbursement of uniform purchases or request a purchase order from the City to have the City purchase the uniform items. Police Chief and police officers will be required to have appropriate uniforms available at all times. The EMPLOYER will replace uniforms if damaged in the line of duty. The EMPLOYER will not replace personal items (i.e. jewelry or accessories) damaged in the line of duty, except prescription eyeglasses.

If an employee who received the clothing allowance leaves employment mid calendar year, their allowance shall be pro-rated based on the number of months worked and their final check shall be deducted based on the amount of allowance not earned.

20.2 The City of Spring Grove will provide all ammo for training and duty use.

20.3 The EMPLOYER agrees to provide employees with body armor as provided by law and replace such body armor when it has reached the end of the manufacturer's recommended lifespan.

ARTICLE 21 – WORKER'S COMPENSATION

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 at the employee's discretion receive a supplement to the Worker's Compensation benefit as follows:

- a) The employee shall retain the Worker's Compensation benefits and shall receive from the EMPLOYER a supplement to be deducted from earned PTO provided that the employee has PTO available.
- b) The amount to be deducted from the employee's earned PTO shall be the difference between the Worker's Compensation benefits and the employee's normal pay.

- c) Under no circumstance shall an employee who receives Worker's Compensation benefits and the supplement noted in Sections A and B receive compensation which is in excess of the employee's normal pay.
- 21.2 An employee may at the employee's discretion receive the supplement noted in Section 22.1, as deducted from the employee's earned PTO until such PTO is exhausted. At such time, the supplement shall cease and the employee shall receive only the Worker's Compensation benefits.
- 21.3 During the time an employee is solely collecting Worker's Compensation benefits, PTO will not be accrued.
- 21.4 During the time an employee is using PTO benefits as described under Section 22.1 above to supplement Worker's Compensation benefits, the employee will only accrue a pro-rated portion of PTO based, on the amount of PTO used to receive a normal paycheck.

ARTICLE 22 – JOB POSTING

- 22.1 Job postings within the bargaining unit will be posted by the EMPLOYER in a conspicuous place for a period often (10) calendar days. An employee who applies for a position is not given preference over other applicants.

ARTICLE 23 – COMPENSATION

- 23.1 After 15 years of service a regular full-time employee hired before January 1, 2015 will receive \$50 monthly as longevity pay. Regular part-time employee hired before January 1, 2015 and any employee hired on or after January 1, 2015 will not receive the longevity pay.

ARTICLE 24 – SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, and the State of Minnesota. In the event that any provision of this Agreement shall be held to be contrary to law by a Court of competent jurisdiction or a state or federal administrative agency from whose final judgment or decree no appeal has been taken within the time provided or enacted legislation, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 25 – FIRE AND AMBULANCE EMERGENCY SERVICE PARTICIPATION

25.1 In order to encourage participation by employees in fire and/or ambulance emergency services that serve the City of Spring Grove the following shall apply:

- A. If a full-time or part-time Employee is a volunteer and participating member of one of the City's emergency services (fire-ambulance) and an emergency duty is during normal working hours, the Employee is authorized to be away from work during the time of the emergency and reasonable time thereafter to get ready and return to work.
- B. For full-time Employees, if the emergency response is not during normal working hours but lasts sufficiently into night and morning hours to significantly impact the Employee's ability to perform at the job, the Employee is authorized to get adequate rest so as to perform his/her job as required. The Employee should return to work as soon as possible.
- C. For full-time Employees, full compensation is provided while the Employee is on an emergency call.
- D. Maximum flexibility will be allowed for Employee's to make up the time that they are away from work because of an emergency service call.
- E. If a full-time Employee needs more than four (4) hours of rest, PTO time will be used.

ARTICLE 26 – WAIVER/COMPLETE AGREEMENT

- 26.1 This Agreement shall represent the complete agreement between the UNION and the EMPLOYER.
- 26.2 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment are hereby superseded.
- 26.3 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 terms or conditions 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.


ARTICLE 27 – DURATION

This agreement shall be in effect from January 1, 2017 to December 31, 2019, and shall remain in effect from year to year thereafter unless either party gives notice in writing to the other party and the Commissioner of the Bureau of Mediation Services at least sixty (60) days before the expiration of this Agreement or their desire to change or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their signature

FOR THE CITY OF SPRING GROVE, MN

FOR THE UNION:


_____

Sarah Schroeder, Mayor

Mary Scoon, Labor Representative

Date: 8-30-17

Date: 8/29/17


_____

Erin Konkel, City Clerk/Treasurer

Police Chief

Date: 8/31/17

Date: 8-31-2017

APPENDIX A

Uniform Initial Issue

The following is a list of police clothing issued to any new officers or new Police Chief upon start of employment with Spring Grove. Replacement of these items must be purchased by officers or the Police Chief using their annual uniform allowance. The initial issue articles of clothing outlined below shall be returned to the City if an employee leaves employment with the City of Spring Grove within twelve (12) months of being hired.

- Two long-sleeved shirts
- Two short-sleeved shirts
- Two pairs of slacks
- One summer jacket
- Two chest badges
- One winter coat

