

LABOR AGREEMENT
BETWEEN
THE CITY OF LITTLE FALLS
AND

**American Federation of State, County, and
Municipal Employees Council 65, AFL-CIO**
Local 2564

January 1, 2019 to December 31, 2020

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LABOR AGREEMENT
BETWEEN
THE CITY OF LITTLE FALLS
OF THE STATE OF MINNESOTA
AND
AFSCME, COUNCIL 65

ARTICLE 1. PURPOSE OF AGREEMENT

This agreement is entered into by and between the City of Little Falls, Minnesota, and AFSCME, Council 65. It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning the Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality services to the City of Little Falls. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the City of Little Falls, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, subd. 14, excluding supervisory and confidential employees, employees within the Police Department represented by Law Enforcement Labor Services, Inc., Local No. 68, employees of the Public Works Department represented by The International Union of Operating Engineers, Local 49, supervisory employees represented by Minnesota Association of Professional Employees.
- 2.2 The Employer shall not enter into any agreement covering the terms and conditions of employment with the employees in the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, except through the exclusive representative.

ARTICLE 3. DEFINITIONS

- 3.1 Union: AFSCME (American Federation of State, County, and Municipal Employees) Council 65.
- 3.2 Union Member: A member of AFSCME, Council 65.
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Full Time Employee: An employee who is regularly scheduled to work at least forty (40) hours per week.
- 3.5 Regular Employee: An employee who has completed the six (6) month probationary period.
- 3.6 Part Time Employee: Upon development of any part time positions the City and the Union shall meet and negotiate wages and benefits for such positions.
- 3.7 Probationary Employee: An employee who has not completed the six (6) month probationary period.
- 3.8 Employer: The City Council of the City of Little Falls.
- 3.9 Union Officer: An officer elected or appointed by AFSCME, Council 65.

ARTICLE 4. UNION SECURITY

- 4.1 The Employer shall deduct an amount sufficient to provide the payment established by the Union from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and Union; and

The Employer shall remit such deductions as requested by the Union; and

The Union shall certify to the Employer, in writing, the current amount to be withheld for employees authorizing in writing such a deduction. All of such monies shall be remitted to AFSCME Council 65.
- 4.2 The Union may designate two (2) employees from the Bargaining Unit to act as Stewards and shall inform the Employer in writing of the choices and changes in the positions of Steward.
- 4.3 The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union appointments to office, and Union recreational or social affairs and any other items specifically approved by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

- 4.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 4.5 The Employer shall give the Union notice of each employee terminated from employment and of each person hired.
- 4.6 The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the Employer's operations.

ARTICLE 5. EMPLOYER SECURITY

- 5.1 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 strike, slowdown, mass resignations, mass absenteeism, 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 or the rights, privileges, or obligations of employment.
- 5.2 In the event any employee violates this Article, the Union shall immediately notify such employee in writing to cease such action and instruct the employee to return to his/her normal duties. Any employee who violates any provision of this Article may be discharged or otherwise disciplined.
- 5.3 No lockout shall be instituted by the Employer during the life of this Agreement provided Sections 5.1 and 5.2 of this Article are not violated by employees or the Union.

ARTICLE 6. EMPLOYER AUTHORITY

- 6.1 It is recognized that, except as expressly stated herein, the Employer shall retain whatever right and authority are necessary for it to operate and direct the affairs of the City of Little Falls in all of its various aspects, including, but not limited to, the right to direct the working force; to plan, direct and control all the operations and services of the City; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities. All prerogatives and authority not officially abridged, delegated, or modified by the Agreement shall remain with the Employer.
- 6.2 Nothing in this Agreement shall limit or prohibit the right of the Employer to subcontract work performed by employees covered by this Agreement. In the event that the Employer determines to contract out or subcontract any work performed by employees covered by this Agreement, the Employer shall notify the Union when such determination is made but in no case less than (45) days in advance of the implementation of such

determination. During said period, the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the elimination of positions.

ARTICLE 7. DISCIPLINE

- 7.1 The Employer will discipline employees who have completed the required probationary period 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,
 - E. Discharge.
- 7.2 Suspensions, demotions, and discharges will be in written form.
- 7.3 Written reprimands, notices of suspension, notices of demotions, 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.
- 7.4 Employees may examine their individual personnel files at reasonable times under the direct supervision of the Employer.
- 7.5 Grievances relating to suspensions, demotions or discharges may be initiated by the Union in Step 2 of the grievance procedure under Article 8.

ARTICLE 8. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

8.1 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.

8.2 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.

8.3 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

a 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 that the employee and the union representative have notified and received the 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, and provided further that the Employer shall be judge of what constitutes a "reasonable amount of time" as used in this Subsection 8.3.

8.4 Procedure:

Grievances, as defined by Section 8.1, shall be resolved in accordance 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 employee is aware of the alleged violation, present such grievance to the Employer-designated representative. 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 by the Union within ten (10) calendar days, or 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, or shall be considered waived.

Step 3 - If the Employer and the Union mutually agree a grievance unresolved in Step 2 may be submitted to the Minnesota Bureau of Mediation Services for mediation within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 4 within ten (10) calendar days of the date of the last mediation meeting. Any grievance not appealed in writing to Step 4 within said ten (10) calendar day period shall be considered waived.

Step 4 - A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration in accordance with the rules and regulations of the Bureau of Mediation Services.

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 close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the expressed 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 representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

8.6 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.

8.7 Choice of Remedy:

If as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article 8 or a procedure such as veterans preference or fair employment. If appealed to any procedure other than Step 4 of this Article 8, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 8. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article 8 or another appeal procedure, and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 4 of Article 8. The election set forth in this Section shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

ARTICLE 9. HOURS OF WORK

9.1 The Employer is the sole authority in establishing work schedules. It is understood, however, that where practical, employees shall be notified of permanent changes in their work schedules at least seven (7) calendar days before such changes become effective. The notification required by this section shall not be required in the cases of schedule changes to meet emergencies or unexpected demands for service. The Employer agrees

to provide as much advance notice as is feasible in cases of emergencies and unexpected demands.

- 9.2 The normal work week for full-time/regular employees shall consist of forty (40) hours per week, Monday through Friday.

The work week for the Assistant Water Superintendent, Assistant Wastewater Superintendent and Assistant Golf Course Superintendent shall be based upon the needs of the Employer.

- 9.3 Employees shall receive either a thirty (30) minute unpaid meal period or a one (1) hour unpaid meal period subject to approval of the employee's immediate supervisor. Employees specifically designated by the City to be on the work site and responsible for interruptions during the lunch break will be paid for the lunch break. The meal period shall be toward the middle of the work shift at a time which the Employer determines does not interfere with the rendering of services.
- 9.4 All employees shall receive one fifteen (15) minute paid rest period in each four (4) hours of a work shift at times designated by the Employer when the Employer determines that such breaks will not materially interfere with the rendering of services.
- 9.5 An employee called back to work after completion of his work shift, or on a scheduled day off including vacation shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's regular hourly rate of pay.

ARTICLE 10. OVERTIME AND PREMIUM PAY

- 10.1 Employees shall receive one and one-half (1 1/2) times their regular straight time hourly rate of pay for all hours worked in excess of 40 hours in a regular workweek.
- Hours worked for purposes of computing overtime include all hours on pay status excluding compensatory time taken.
- 10.2 Employees may earn compensatory time, at time and one-half (1 1/2) their rate of pay for hours worked in excess of forty (40) hours per week. All compensatory time off will be with the prior approval of the Employer. All compensatory time hours in excess of 80 on March 31 shall be cashed out, at the time of cash out employees may retain 80 hours of comp time in their comp bank.
- 10.3 The base pay rate or overtime compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.
- 10.4 Employee's may cash out accrued compensatory time on any payroll following notice to the employer.

ARTICLE 11. HOLIDAYS

11.1 The following days shall be paid eight (8) hour holidays for full-time employees.

New Year's Day	Labor Day
Martin Luther King Jr., Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Fourth of July	Christmas Day

1/2 day (afternoon) on each of Christmas Eve and New Year's Eve.

11.2 Full-time employees are eligible for holiday pay after thirty (30) days of employment.

11.3 Employees who are required to work on a paid holiday shall be paid at two (2) times their straight time hourly rate for all such hours worked, in addition to their holiday pay.

11.4 If a holiday listed in Section 11.1 occurs during an employee's vacation period the employee shall receive Holiday pay for the Holiday. If a Holiday falls on an employee's regularly scheduled day off, the employee shall be granted some other day off with pay.

11.5 A paid holiday, occurring on Sunday shall be observed on the following Monday, and a paid holiday occurring on Saturday shall be observed on the preceding Friday.

11.6 In order to qualify for the holiday pay provided by this Article, a full-time employee must be in payroll status the last scheduled work day immediately before and the first scheduled work day immediately following the holiday, unless the failure to do so is for a reason acceptable to the Employer.

ARTICLE 12. VACATIONS

12.1 Full-time employees shall accrue vacation benefits on the following basis:

12.11 During the first year of service through the fifth (5) year of service vacation benefits shall accrue at the rate of 3.08 hours per pay period (10 days per year).

12.12 During the sixth (6) year of service through the 10th year of service vacation benefits shall accrue at the rate of 4.62 hours per pay period (15 days per year).

12.13 During the 11th year of service through the 15th year of service vacation benefits shall accrue at the rate of 6.16 hours per pay period (20 days per year).

12.14 During the 16th year of service and thereafter vacation benefits shall accrue at the rate of 7.70 hours per pay period (25 days per year).

- 12.2 New employees shall accrue vacation but shall not be eligible to use vacation during the first ninety (90) days of employment.
- 12.3 Employees who complete their probationary period and leave the City's service shall be paid for all vacation accumulation at the employee's regular rate of pay.
- 12.4 Employees with five (5) or more years of service may request that vacation benefits be accumulated for special vacation purposes. The Employer shall judge each request on its merit and approve or disapprove within a reasonable time after the request is made. It is agreed that no one employee shall make request under this Subsection on a continuous basis. It is further agreed that any vacation accumulated under this Subsection shall be used in the manner and at the time originally proposed in the request.
- 12.5 Vacation time may be taken in one-quarter (¼) hour increments.
- 12.6 Vacation time shall be subject to approval of the Department Head. In the case of conflict as to dates, the senior employees shall have preference.
- 12.7 Vacation accrual cannot exceed 240 hours.

ARTICLE 13. SICK LEAVE, FUNERAL LEAVE, LEAVES OF ABSENCE

- 13.1 Sick leave with pay shall be earned by each full-time employee at the rate of one (1) working day, eight (8) hours, for each month of service or major fraction thereof. New employees shall earn sick leave but shall not be eligible to use sick leave during the first ninety (90) days of employment.
- 13.2 Sick leave may be accrued up to a maximum of nine hundred sixty (960) hours.
 - 13.21 Catastrophic Sick Leave Bank:
Once the nine hundred sixty (960) hour limitation has been reached, fifty percent (50%) of any further accruals of sick leave shall be banked in a catastrophic sick leave account to be used when regular unused sick leave is completely exhausted in the case of a major illness or medical problem of the employee.

** A major illness or medical problem is anticipated to last either continuously/intermittently for at least 3 months, such as a heart condition.
- 13.3 Employees who are receiving workers compensation wage loss benefits may use accumulated and unused sick leave to supplement workers compensation wage loss benefits in an amount not to exceed the difference between such benefits and the employee's regular earnings. When accumulated sick leave is exhausted, the employee may elect to use his/her accrued and unused vacation time for this purpose. This Section 13.3 shall be administered in accordance with the Personnel Policy and MN statutes regarding workers compensation and sick leave.

- 13.4 A total of five (5) days of accumulated sick leave may be used for funeral leave for a death in the immediate family. "Immediate family" for purposes of this Subsection shall include the employee's spouse, children, step-children, parents, step-parents, spouse's parents, and spouse's step parents. A total of three (3) days of accumulated sick leave may be used for brothers, sisters, step siblings, grandparents, step-grandparents and the spouse's brothers, sisters, step-siblings, grandparents, and step grandparents.
- 13.5 Sick leave may be requested for bona fide personal injury or illness, disability, exposure to contagious disease (where such exposure would endanger the health of others the employee comes into contact with), or the necessity of medical, dental, or chiropractic care of the employee or the employee's spouse, parent, step-parent, or dependent children and step-children.
- 13.6 An employee may use the employee's accumulated sick leave benefits for absences due to an illness of the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. For purposes of this Section, a "child" means an individual under 18 years of age or an individual under age 20 who is still attending secondary school.
- 13.7 Nothing in this Article 13 shall restrict the Employer from requiring an employee to provide a doctor certification. Abuse of sick leave may be cause for disciplinary action.
- 13.8 Sick leave shall not be used or earned during periods of unpaid suspension or authorized unpaid leave. Sick leave shall be earned but not used during periods of authorized military leave.
- 13.9 A non-paid leave of absence of up to five (5) days annually may be granted upon approval by the Department Head, for reasons satisfactory to the Employer.
- 13.10 All accumulated sick leave shall be forfeited upon resignation, retirement, dismissal or death of the employee. Except upon resignation or retirement, employees who have 20 years of service, or 10 years of service and are eligible for retirement under the provision of Public Employee's Retirement Act (P.E.R.A; shall be eligible to receive twenty percent (20%) of their accrued sick leave as a payout to the Post Employment Health Care Savings Plan. Eligible sick leave hours shall only extend to the 960 hours cap in 13.2
- 13.11 Military leave shall be granted in accordance with Federal and State Statutes.
- 13.12 Disabilities caused or contributed to by pregnancy, miscarriage, child birth and recovery therefrom are, for all job-related purposes, temporary disabilities, and shall be treated as any other illness in connection with employment.
- 13.13 Regular employees who are regularly scheduled to work at least 20 hours per week shall be granted an unpaid leave of absence of six (6) weeks in conjunction with the birth or adoption of the employee's child. Employees shall request such leaves of absence at

least two (2) months in advance of the proposed leave. The Employer may grant such requests made less than two (2) months in advance of the proposed leave.

ARTICLE 14. VACATION AND COMP TIME LEAVE DONATION

The Employer may allow eligible employees (donators) to voluntarily donate a portion of their accrued vacation and/or compensatory time to assist another employee (recipient) who has exhausted sick leave, vacation, and compensatory time due to a medical emergency in accordance with the following rules:

- a. Employees will be allowed to donate a maximum of two (2) days sixteen (16 hours) of accrued and unused vacation leave time and/ or compensatory time per calendar year to an employee who suffers a medical emergency.
- b. The donation of time will be to a specific employee who suffers a medical emergency and donation of time may only be made during the period of the medical emergency.
- c. The donation of time will be on an hour-for-hour basis and not pro-rated.
- d. A "medical emergency" is defined as a medical condition of the employee or the employee's child, step-child, spouse, parent, or step-parent that will require the prolonged absence of the employee from duty and will result in substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from this leave donation provision.
- e. The employee recipient will be allowed to use donated leave time for a medical emergency once the recipient has exhausted all of their own paid leave.
- f. Only employees who have been employed for at least one year will be eligible to receive this donated leave.
- g. Participation in the leave donation is voluntary and leave donors will remain anonymous.
- h. Final approval for donation and acceptance of donated leave lies with the City Administrator.

ARTICLE 15. INSURANCE/ EMPLOYEE BENEFITS

15.1 The City shall provide Health Insurance for all regular full-time employees covered under this Agreement. The City shall pay \$625 towards the monthly premium for single coverage for full-time employees covered by this Agreement. The City will contribute \$1,395 of the monthly family premium for full-time employees choosing family coverage under this Agreement. Any employee cost for such coverage shall be paid by the employee through payroll deduction. If the amount of the monthly premium contribution exceeds the actual premium, those funds will be deposited by the City into the employee's Health Savings Account (HSA), a Flexible Spending Account (FSA) or Voluntary Employee Beneficiary Association Plan (VEBA).

15.11 If the Health Plan premiums increase by more than 7% during the term of this contract, the Union may request negotiations to increase the monthly contribution of the City.

15.2 The city will deposit into the employee's HSA in quarterly installments at the beginning of the quarter. The employer will contribute one half (1/2) the deductible value of the plan selection.

15.3 All City employees hired after December 31, 2006 may be eligible to enroll in the City's health insurance plan. City employees who have health insurance coverage through a spouse or other employment, and have opted out of the City's health insurance as of December 31, 2006 are authorized to waive the City's coverage under the following conditions:

a. Such employee would be eligible to re-enter the City's health insurance program according to State guidelines.

b. Employees opting out of insurance as of December 31, 2006 will receive one-half of the City's contribution for family coverage, less the City's match for employee benefits, (i.e. FICA/ Medicare and PERA, etc.) and will be frozen at the September 30, 2006 rates.

15.4 The Employer agrees to provide a term life insurance policy in the amount of fifteen thousand dollars (\$15,000.00) for each regular employee.

15.5 Post Retirement Health Care Savings Plan

The Employer shall match up to \$500 towards the employee's PRHCSP contribution in excess of the members of this bargaining unit will contribute to a PRHCSP per MN Statute 352.98 as follows:

<u>Years of Service</u>	<u>Contribution</u>
Start thru 4 years	1.0%
5 thru 9 years	1.5%
10 thru 15 years	2.0%
15 plus years	2.5%

15.8 Any high deductible plan benefits shall be negotiated with the Union prior to the plan being offered to members.

15.9 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer. Either party to the Agreement that requests a reopener under this provision shall be obligated to provide specific documentation as to the provision of the ACA that is cause for the requested reopener at the time such a request is made.

ARTICLE 16. PROBATIONARY PERIODS, SENIORITY

- 16.1 All newly hired or rehired employees shall serve a six (6) month probationary period, during which time they may be terminated at the sole discretion of the Employer. The Employer will notify each discharged employee of the reason(s) for such discharge.
- 16.2 Upon completion of the probationary period, employees shall become regular employees with the meaning of this Agreement, and shall have seniority dating from the beginning date of their continuous serve.
- 16.3 Filling of Vacancies:
- 16.31 If a vacancy occurs and the Employer elects to fill the vacancy, notice of the vacancy shall be posted for five (5) working days and shall include the job title, rate of pay, primary job duties and job requirements established by the Employer. Bargaining unit employees who apply and who meet the minimum qualifications for the position will be interviewed for the position.
- 16.32 An employee selected under this Subsection to fill a vacancy shall have a Trial period of forty-five (45) days to demonstrate his/her fitness for the job to which promoted. During such trial period the employee may be returned to his/her prior position at his/her request or the initiative of the Employer without loss of seniority.
- 16.33 If it becomes necessary in filling the vacancy or new position to bypass the senior employee in the department who applies, reasons for doing so shall be given in writing to the employee along with a copy to the union.
- 16.4 Layoff and Recall:
- 16.41 Layoff shall be defined as separation from service with the Employer necessitated by lack of work, lack of funds, reorganization, restructuring, or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
- 16.42 Layoffs shall be in inverse order of seniority within each affected classification. An employee being laid off shall have the right to bump the least senior employee in another classification, provided that the employee being laid off has greater bargaining unit seniority and is qualified to perform the work in the classification into which the employee seeks to bump. An employee who bumps pursuant to this Section shall be placed at a wage within the wage schedule for the classification into which the employee bumped. Employees may not bump into a classification in a higher pay grade.
- 16.43 In the event the employer decides to utilize the layoff provision, the employer shall notify the Local three (3) calendar weeks in advance of the effective date of layoff. During this period the employer and the union shall meet and confer to discuss alternatives to layoff.

16.44 Employees on layoff shall retain rights to recall to the position from which they were laid off for a period of up to two (2) years following the date of layoff. Employees shall be notified of recall by certified mail to the last known address of the employee as shown on the Employer's records. It shall be the responsibility of each employee on layoff to keep the Employer advised of the employee's current address. Should such employee not indicate acceptance of said position within ten (10) calendar days of the date notice was mailed, the employee shall be considered to have resigned from employment with the Employer and the position shall be offered to the next person on the layoff list who is qualified to perform the work involved. During the period of layoff, the employee will not accrue seniority and benefits, but will retain the seniority accrued as of the date of layoff.

16.45 The Employer shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and who are willing to be recalled to said classification.

16.5 Termination in Good Standing: an employee wishing to terminate employment in good standing with the city shall give a written notice at least two weeks in advance of termination.

16.6 The Employer shall revise the seniority list annually, and provide a copy to the Union upon request.

ARTICLE 17. WAGES

17.1 All employees shall be paid in accordance with Appendix "A" attached hereto and made a part of this Agreement.

Effective January 1, 2019 the Salary Schedule will be raised 2.5% and all employees will receive the subsequent 2.5% pay increase. Effective January 1, 2020 the Salary Schedule will be raised 3.0% and all employees will receive the subsequent 3.0% pay increase.

17.2 Employees shall receive advancement to the next step on the salary schedule upon completion on their anniversary/promotion date of each year. Employees who move from one job classification to another during the term of this Agreement will have their anniversary/promotion date for future step increases adjusted accordingly.

17.3 Employees called for jury duty shall be paid the difference between their regular straight time pay less any payment received from the courts, excluding expense money, for time served on jury duty.

17.4 Employees assigned to a classification at a higher rate than the one normally assigned to shall be paid the higher rate for all hours worked at the higher rate provided the employee has worked in the higher classification for a minimum of two (2) consecutive hours.

- 17.5 Employees who are promoted to a position in a higher classification shall be paid or slotted in at the first step in which they realize an increase in pay of at least two percent (2%).
- 17.6 Work Attire:
- 17.61 The Employer shall furnish all safety equipment required under OSHA.
- 17.62 The Employer shall pay up to one-hundred dollars (\$100.00) annually toward the cost of steel-toed shoes to any employee who is required to wear safety shoes on the job. The reimbursement shall be paid to the employee upon proof of purchase of such shoes.
- 17.63 The Employer shall provide safety glasses for employees who are required to wear safety glasses. For employees requiring prescription safety glasses, the Employer shall pay the cost of a basic frame and lens (not including photo-gray lenses). Any expenses above that listed above shall be at the employee's expense.
- 17.64 The Employer shall provide employees in the Water, Wastewater, Park and Street Departments with pants, gloves, coveralls, mittens, raingear, and hard hat liners as needed, as determined by an employee's immediate supervisor.
- 17.65 The Employer shall provide each employee in Water, Wastewater, Park and Street Departments with knee-high rubber overshoes.
- 17.66 All clothing provided under the 17.64 and 17.65 shall remain the property of the City and shall be stored on the City's premises when not in use on the job.
- 17.67 The Employer shall provide Administrative Specialist and Records Technician with all required uniform items, this includes one short-sleeved and one long-sleeved police department logoed shirt.
- 17.7 Cell Phone Stipend/usage:
The City will reimburse certain employees, as approved by management, \$25 per month for the access and usage of the employee's personal cell or smart phone for City purposes.

ARTICLE 18. SAVINGS CLAUSE

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

ARTICLE 19. WAIVER

- 19.1 Any and all prior agreements, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent they are inconsistent with the provisions of this agreement, are hereby superseded.

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 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 20. DURATION

- 20.1 This Agreement shall take effect on January 1, 2019 and shall continue in effect until December 31, 2020 and shall remain in effect from year to year thereafter unless either party shall give written notice sixty (60) days prior to any anniversary date of its desire to amend or terminate the Agreement.

IN WITNESS WHEREOF THE parties hereto have set their hands and seals this 22nd day of January 2019.

CITY OF LITTLE FALLS



Brad Hircock
Council President

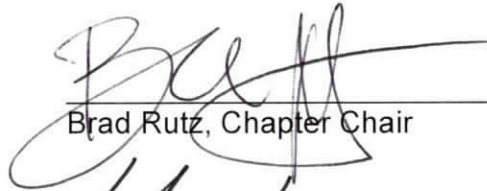


Jon Radermacher
City Administrator

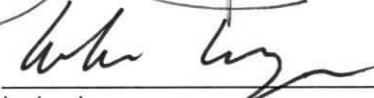
AFSCME Council 65



Doug Stewart, Steward



Brad Rutz, Chapter Chair



Luke Langner
Area Business Representative

1-24-19

(CITY SEAL)

APPENDIX A

2019 Hourly

Grade	1	2	3	4	5	6	7
1	18.26	18.81	19.37	19.95	20.55	21.17	21.80
2	19.36	19.94	20.53	21.15	21.79	22.44	23.11
3	20.52	21.13	21.77	22.42	23.09	23.79	24.50
4	21.75	22.40	23.07	23.77	24.48	25.21	25.97
5	23.05	23.75	24.46	25.19	25.95	26.73	27.53
6	24.44	25.17	25.92	26.70	27.50	28.33	29.18
7	25.90	26.68	27.48	28.30	29.15	30.03	30.93
8	27.46	28.28	29.13	30.00	30.90	31.83	32.79
9	29.10	29.98	30.88	31.80	32.76	33.74	34.75
10	30.85	31.78	32.73	33.71	34.72	35.76	36.84
11	32.70	33.68	34.69	35.73	36.81	37.91	39.05
12	34.66	35.70	36.78	37.88	39.01	40.19	41.39
13	36.74	37.85	38.98	40.15	41.36	42.60	43.87
14	38.95	40.12	41.32	42.56	43.84	45.15	46.51
15	41.29	42.52	43.80	45.11	46.47	47.86	49.30
16	43.76	45.08	46.43	47.82	49.26	50.73	52.25
17	46.39	47.78	49.21	50.69	52.21	53.78	55.39
18	49.17	50.65	52.17	53.73	55.34	57.00	58.71

EMPLOYEE GRID PLACEMENT

Employee	Grade	Step - on Jan 1, 2019	Anniversary/ Promotion Date
Streit, Matthew	10	1	January 1st
Zylka, Wendy	8	6	March 17th
Stewart, Doug	8	6	May 27th
Heinen, Dwayne	8	6	June 1st
Rutz, Brad	8	6	July 13th
Luing, Lisa	5	5	January 3rd
White, Kathy	5	5	May 14th
Branchaud, Dale	5	3	May 10th
Monnier, Ronda	5	3	December 4th
Burgardt, Lacey	3	1	February 20th
Engineering Technician/Water Distribution Tech	6	1	not filled

2020 Hourly

Grade	1	2	3	4	5	6	7
1	18.81	19.37	19.95	20.55	21.17	21.80	22.46
2	19.94	20.53	21.15	21.79	22.44	23.11	23.81
3	21.13	21.77	22.42	23.09	23.79	24.50	25.23
4	22.40	23.07	23.77	24.48	25.21	25.97	26.75
5	23.75	24.46	25.19	25.95	26.73	27.53	28.35
6	25.17	25.92	26.70	27.50	28.33	29.18	30.05
7	26.68	27.48	28.30	29.15	30.03	30.93	31.86
8	28.28	29.13	30.00	30.90	31.83	32.79	33.77
9	29.98	30.88	31.80	32.76	33.74	34.75	35.79
10	31.78	32.73	33.71	34.72	35.76	36.84	37.94
11	33.68	34.69	35.73	36.81	37.91	39.05	40.22
12	35.70	36.78	37.88	39.01	40.19	41.39	42.63
13	37.85	38.98	40.15	41.36	42.60	43.87	45.19
14	40.12	41.32	42.56	43.84	45.15	46.51	47.90
15	42.52	43.80	45.11	46.47	47.86	49.30	50.78
16	45.08	46.43	47.82	49.26	50.73	52.25	53.82
17	47.78	49.21	50.69	52.21	53.78	55.39	57.05
18	50.65	52.17	53.73	55.34	57.00	58.71	60.47

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between City of Little Falls (“Employer”) and American Federation of State, County and Municipal Employees, Council No. 65 (“Union”).

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in the appropriate unit (“Bargaining Unit Employees”);

WHEREAS, the Employer and Union are parties to a labor contract for January 1, 2019 through December 31, 2020;

WHEREAS, the Employer assigned and will continue to assign certain Bargaining Unit Employees to perform a material increase in the nature, level, and/or quantity of work for such employees;

WHEREAS, the Employer and Union had an understanding that such employees’ wages would be increased before such work was performed based on the material increase to the work, but that the parties would agree to the amount of the increase at a later date and the increase would be retroactive to the date that the employees began performing such work; and

WHEREAS, the Employer and Union desire to establish the wage differential to be paid to a Bargaining Unit Employee assigned to perform the Water and Wastewater Treatment Plant Supervision for the Employer.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. Wage Assignment

Section 1.1. The following Bargaining Unit Employees will be paid at equivalent rate of Grade 12 Step 1, in the 2017-2018 Pay Schedule and 2019-2020 Pay Schedule per hour for each hour worked for the following time frames on based on the temporary change of job duties to their work, as Wastewater Treatment Plant Supervisor:

A. Matt Streit from October 27, 2018 through appointment of a Supervisor of the Wastewater Treatment Plant.

Subsection 1.1.1. This payment will be made on the first payroll date that is at least 5 calendar days after the execution date of this Agreement, subject to any appropriate deductions and withholdings. City makes no representations to the employees as to the proper tax treatment of this payment to the employees.

Section 1.2. The following Bargaining Unit Employees will be paid at equivalent rate of Grade 10 Step 5, in the 2017-2018 Pay Schedule and 2019-2020 Pay Schedule per hour for each hour worked for the following time frames on

based on the temporary change of job duties to their work, as Water Treatment Plant Supervisor:

A. Dwayne Heinen from October 27, 2018 through appointment of a Supervisor of the Water Treatment Plant.

Subsection 1.2.1. This payment will be made on the first payroll date that is at least 5 calendar days after the execution date of this Agreement, subject to any appropriate deductions and withholdings. City makes no representations to the employees as to the proper tax treatment of this payment to the employees.

Article 2. Entire Understanding

This MOU constitutes the entire understanding among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 3. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any waiver or admission of the Employer that it is bound by terms of conditions of employment of predecessor employers, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer except as otherwise prohibited or limited by the express terms of this MOU. The Employer expressly reserves the right to exercise all of its management rights without limitation, including the right to make any decision and implement any such decision related to these issues consistent with the law in its sole discretion.

Article 4 Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 5. Voluntary Understanding of the Parties

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 6. Execution and Effective Date

This MOU is executed and effective on the latest date affixed to the signatures below.

Article 7. Expiration


This MOU will expire and no longer be in force or effect, effective on the date that the subsequent labor contract between the parties is effective.

IN WITNESS HEREOF, the parties hereto have made this MOU on the latest date affixed to the signatures hereto.

FOR THE EMPLOYER



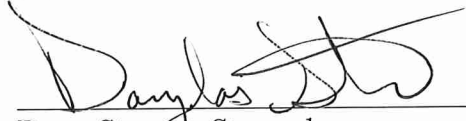
Brad Hircock, Council President



Jon Radermacher, City Administrator

Date: May 6 2019

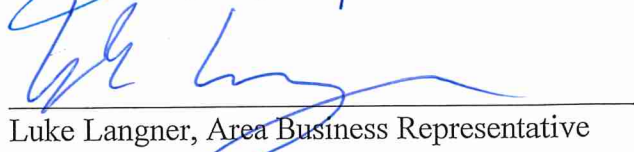
FOR THE UNION



Doug Stewart, Steward



Brad Rutz, Chapter Chair



Luke Langner, Area Business Representative

Date: 4-25-2019

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between City of Little Falls (“Employer”) and American Federation of State, County and Municipal Employees, Council No. 65 (“Union”).

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in the appropriate unit (“Bargaining Unit Employees”);

WHEREAS, the Employer and Union are parties to a labor contract for January 1, 2019 through December 31, 2020;

WHEREAS, the Employer assigned and will continue to assign certain Bargaining Unit Employees to perform a material increase in the nature, level, and/or quantity of work for such employees;

WHEREAS, the Employer and Union had an understanding that such employees’ wages would be increased before such work was performed based on the material increase to the work, but that the parties would agree to the amount of the increase at a later date and the increase would be retroactive to the date that the employees began performing such work; and

WHEREAS, the Employer and Union desire to establish the wage differential to be paid to a Bargaining Unit Employee assigned to perform the type of work for the Employer.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. Wage Differential

Section 1.1. The following Bargaining Unit Employees will be paid a lump sum payment equivalent to \$1 per hour for each hour worked for the following time frames on or before the last date of the pay period for the payroll immediately preceding the execution date of this MOU based on the material increase to their work:

- A. Dwayne Heinen for August 1, 2018 through October 26, 2018.
- B. Kathy White for July 23, 2018 through November 5, 2018.
- C. Wendy Zylka for July 23, 2018 through November 5, 2018.
- D. Brad Rutz for August 1, 2018 through the last date of the pay period for the payroll immediately preceding the execution date of this MOU
- E. Doug Stewart for August 1, 2018 through the last date of the pay period for the payroll immediately preceding the execution date of this MOU

Subsection 1.1.1. This payment will be made on the first payroll date that is at least 5 calendar days after the execution date of this Agreement, subject to any appropriate deductions and withholdings. City makes no representations to the employees as to the proper tax treatment of this payment to the employees.

Section 1.2. Brad Rutz and Doug Stewart will be paid \$1 per hour in addition to any other compensation otherwise owing to them for the first date after the last date of the pay period for the payroll immediately preceding the execution date of this MOU through the 60 calendar days after the first date of employment of the new Engineering Tech for: (1) such time worked that they are assigned to perform the following work specified by the Employer on an ongoing basis; and (2) any paid leave time taken by the employee while they are so assigned:

Article 2. Entire Understanding

This MOU constitutes the entire understanding among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 3. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any waiver or admission of the Employer that it is bound by terms of conditions of employment of predecessor employers, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer except as otherwise prohibited or limited by the express terms of this MOU. The Employer expressly reserves the right to exercise all of its management rights without limitation, including the right to make any decision and implement any such decision related to these issues consistent with the law in its sole discretion.

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This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

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IN WITNESS HEREOF, the parties hereto have made this MOU on the latest date affixed to the signatures hereto.

FOR THE EMPLOYER




Brad Hircock, Council President



Jon Radermacher, City Administrator

Date: May 6 2019

FOR THE UNION



Doug Stewart, Steward



Brad Rutz, Chapter Chair



Luke Langner, Area Business Representative

Date: 4-25-2019