# AGREEMENT

# BETWEEN

# THE CITY OF AURORA, MINNESOTA

# AND

# THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, MINNESOTA COUNCIL 65

# LOCAL UNION NO. 2780

**JANUARY 1, 2020 THROUGH DECEMBER 31, 2021**

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## ARTICLE I
## PURPOSE OF AGREEMENT

Section A.

This Agreement is entered into this 1st day of 2020, by and between the City of Aurora, State of Minnesota, and the American Federation of State, County and Municipal Employees, Council #65, Local 2780. It is the intent and purpose of this Agreement to:

(1) Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application.

(2) Place in written form the parties agreement upon terms and conditions of employment for the duration of this Agreement.

(3) Secure and sustain efficient work practices to assure the economical operations of the City of Aurora. In return, the City will recognize its employees for their role in achieving this goal by sharing its prosperity through reasonable compensation, a safe work place, and a secure and stable working environment.

## ARTICLE II
## RECOGNITION

Section A.

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the City of Aurora who are employed as per the definition of time in Minnesota P.E.L.R.A. 179A.03, Subd. 4, A through F, as amended, excluding elected officials, supervisory employees and confidential employees, as per the Certification of Exclusive Representative, June 18, 1976, BMS Case No. 76-PR-933-A.

Section B.

The Employer shall not enter into any agreement individually or collectively with the employees in the bargaining unit covered by this Agreement which alters or conflicts with the terms and conditions of this Agreement.

## ARTICLE III
## DEFINITIONS

Section A. Definitions

(1) UNION: American Federation of State, County and Municipal Employees, AFL-CIO, Local Union No. 2780.

(2) UNION MEMBER: A member of AFSCME Local No. 2780.

(3) EMPLOYEE: A member of the exclusively recognized bargaining unit.

(4) PROBATIONARY EMPLOYEE: Employee who has not completed the 90 days of the probationary period.

(5) REGULAR EMPLOYEE: Employee who has completed the 67 days probationary period and who normally works forty (40) or more hours per week.

(6) SEASONAL EMPLOYEE: Employee who has completed the 67 days probationary period and who normally works less than year around, but works eight hours per day, forty (40) hours per week.

(7) EMPLOYER: The Employer is the City of Aurora, or its representative.

(8) UNION OFFICER: Officers are elected or appointed by AFSCME Local No. 2780 members.

## ARTICLE IV
### NON-DISCRIMINATION

Section A.

The provisions of this Agreement shall be applied to all employees. The Employer and the Union agree that there shall be no discrimination against any employee on the basis of age, sex, race, color, physical or mental disability, national origin, marital status, religious or political belief.

Section B.

No employee shall be required, as a condition of employment, to join or maintain membership in the Union, but will be required to pay a fair share assessment as per P.E.L.R.A. 179A.06, Subd. 3, Fair Share Fee. The Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion or reprisal by the Employer or the Union against any employee or any applicant for employment because of membership or non-membership in the Union or because of any lawful activity in an official capacity on behalf of the Union.

Section C.

The use of the term "he" or its derivatives in this Agreement is for clarity and expedience only, and does not denote preference nor suggest discrimination because of an employee's sex.

## ARTICLE V
## EMPLOYEE SECURITY AND RIGHTS

Section A.

There shall be no interference with the rights of employees to become or to continue as Union members or refrain from Union membership.

Section B.

The Union may designate employees from the bargaining unit to act as Stewards and shall inform the Employer in writing of the names of such Stewards.

Section C.

The Union shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other reasonable purposes.

Section D.

For such employees as authorize, in writing, the Employer shall deduct from the first pay of each month the amount of Union dues currently in effect and shall remit such moneys to the duly designated officer of the Union.

Section E.

Employees covered by this Agreement who are not Union members may be required by the Union to contribute a fair share fee which may not exceed eighty-five percent *(85%)* of the regular monthly Union membership dues. Upon request of the Union, the Employer shall deduct such fee from the earnings of such employees and remit the moneys to the duly designated officer of the Union.

Section F. PEOPLE Deduction

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## ARTICLE VI
## EMPLOYER AUTHORITY

Section A.

It is recognized that, except as expressly stated herein, the Employer shall retain

whatever rights and authority are necessary for it to operate and direct the affairs of the City of Aurora in all of its various aspects, including but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organizations 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 funds or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities.

Section B.

Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

Section C.

Nothing in this Agreement shall limit or prohibit the right of the Employer to subcontract work performed by employees covered by this Agreement.

## ARTICLE VII
## DISCIPLINE

Section A.

As a general rule, the Employer will follow a progressive discipline procedure. However, if the Employer determines that the seriousness of the infraction, violation or action warrants, discipline may be initiated at any step of procedure, including discharge. An employee shall have the right to question all such discipline through the grievance procedure as outlined in Article VI.

Section B.

It is recognized that discipline must be taken up promptly and shall in no event be presented to an employee more than fifteen (15) days after the supervisor could have been expected to know of the occurrence of the condition which it claimed gave rise to the discipline.

Normal disciplinary measures which the Employer may use are:

(1) Oral Reprimand or Warning

This is a discussion between a supervisor and an employee regarding an infraction of written policies or work rules.

(2) Written Reprimand or Warning

This is a formal written notice to the employee that he/she has violated the Employer's written policies or work rules. This warning is usually accompanied

by a discussion and counseling session to discover the cause for the infraction and to emphasize the importance of compliance with the Employer's policies and work rules.

(3) Suspension

a. A suspension is an involuntary absence from work for which the employee is not paid. Suspensions will be given for a specific number of days ranging from one (1) day to thirty (30) days, depending upon the type and severity of the infraction and the record of previous like infractions.

b. The following are some specific offenses and the normal discipline that would be used. It is not deemed to exclude management's right to discipline at any step depending on the type of infraction.

(1) Insubordination, including refusal or failure to perform work assigned.
(Written) (Temporary Layoff) (Temporary Layoff) (Discharge)

(2) Possession, use of or being under the influence of alcohol or dependency drugs during work periods. (Temporary Layoff) (Discharge)

(3) Absenteeism without leave or without satisfactory explanation. (Temporary Layoff) (Temporary Layoff) (Discharge)

c. Written reprimands in connection with any violations shall be removed from an employee's work record twelve (12) months from the date that they were issued. Such removal shall not void more current reprimands for like offense.

(4) Discharge or Termination

Termination is the involuntary separation of the employee. It is the last step in the progressive disciplinary program.

## ARTICLE VIII
## GRIEVANCE PROCEDURE

Section A. 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.

Section B. 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.

Section C. 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 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.

Section D. Procedure

Any complaint, dispute or difference shall be presented and first discussed by the employees involved and the Director of Public Works, as designated by the Employer. An employee may be accompanied by a steward if the employee so requests. The employee or employees involved, if not satisfied with the decision of the Director of Public Works, shall contact the steward and try to settle the dispute over differences. If a successful resolution cannot be reached through verbal negotiations, formal grievance policies shall commence. It is agreed there shall continue to be joint Employer/Employee committee as required for the express purpose of improving communication, labor relations, and safety, thereby enhancing productivity. Grievances, as defined by Section A, shall be resolved in conformance with the following procedure:

Step 1.

An employee claiming a violation of this Agreement shall, within seven (7) calendar days after such alleged violation has occurred, present such grievance in writing to the Director of Public Works. 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 it 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 Step 2 representative shall give the Union the Employer's Step 2 answer, in writing, within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days. Any grievance not appealed 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 Step *3* 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 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 shall be submitted to arbitration, subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing Arbitration of Grievances" as established by the Public Employment Relations Board.

Section E. Arbitrator's Authority

(1) 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.

(2) The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

(3) 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 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.

Section F. 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, at any step, the Employer does not answer a grievance or an appeal thereof within the specified time limits, the grievance shall be considered resolved on the basis of the grieved employee's last position. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

Section G. 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 Section D, or a procedure such as: Civil Service, Veterans Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Section D, the grievance is not subject to the arbitration procedure as provided in Step 4 of Section D. The aggrieved employee shall indicate in writing which procedure is to be utilized Step 4 of Section D 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 a subsequent appeal through Step 4 of Section D.

## ARTICLE IX
## HOURS OF WORK

Section A.

The normal work week shall be forty (40) hours per week, Monday through Friday, and the normal work day shall be eight (8) hours. Employees shall be available for work at their work site on or before starting time, currently accepted as 7:00 a.m.

From Memorial Day through Labor Day, Employees will work ten (10) hour shifts (4 days a week) except in cases of emergency, in which case management may revert to eight (8) hour shifts.

Section B.

Employees shall be granted one (1) fifteen (15) minute rest period in each half of the work day, and one (1) thirty (30) minute unpaid lunch period in each work day. Normal lunch and rest periods may be changed by the Director of Public Works because of extenuating circumstances.

## ARTICLE X
## OVERTIME AND PREMIUM PAY

Section A.

All work in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for at the rate of one and one-half (1-1/2) times the employee's straight time rate of pay.

Section B.

Overtime shall not be duplicated for the same hours worked under the terms of this Agreement. To the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision of this Agreement.

Section C.

Employees shall not be required to take time off during their regularly assigned work week to avoid payment of overtime, except by mutual agreement.

Section D.

Overtime shall be distributed on as equitable rotation basis as possible within Public Works and shall be assigned to bargaining unit employees only, providing the employee or employees are qualified and are available. In the event said employee or employees are off duty, attempts to contact them personally by phone at their place of residence shall be the only requirement of the Director of Public Works. The City agrees to provide a monthly update of overtime earned year to date. A record of all overtime refused shall be published, along with overtime actually worked to date, and will be used to resolve disputes between employees.

Section E.

An employee called back to work after completion of a regular shift, or on a day off, shall receive a minimum of three (3) hours at one and one-half (1-1/2) times his/her regular straight time hourly rate of pay.

Section F.

An employee reporting for work in accordance with his schedule, without having been notified not to report, and who is not put to work, shall be guaranteed a minimum of two (2) hours at his regular straight time hourly rate of pay. The City retains the right to keep the employee for the full two (2) hour period due to extenuating circumstances.

Section G.

Employees who replace the Director of Public Works on a temporary basis, defined as three (3) days or less, including weekends or vacation relief, shall be paid three dollars ($3.00) per hour over their regular rate of pay for the hours spent in such relief. Employees who replace the Director of Public Works for four (4) or more consecutive days shall be paid the Supervisor hourly rate of pay for all hours worked. Employees shall have the right to refuse such temporary

assignments. The Public Works Director will determine these upgrade assignments for Union personnel and do so on a rotating basis.

Section H.

A shift differential of fifty cents (.50) per hour shall be added to an employees base wage for nightshift work between 12:00 midnight and 7:00 a.m. as scheduled by the Director of Public Works. Should an afternoon shift be required in the future a differential for that shift will be negotiated at that time.

Section I.

Employees whose regular schedule includes weekend duty (Saturday and Sunday) shall be paid their regular hourly rate plus $.30 per hour for hours worked on Saturday, and one and one quarter (1 ¼) times their regular hourly rate for hours worked on Sunday. Effective 1/1/2018, increase Saturday premium to one and one half (1 ½) times the regular rate of pay for all hours worked on Saturdays and the Sunday premium to one and one half (1 ½) times the regular rate of pay for all hours worked on Sunday.

Section J. Overtime Meal

If an employee is called out to work and works more than twelve (12) hours or if an employee is required to report to work early or is required to work later, adding four (4) or more hours to their regular scheduled shift (total of more than 12 hours), the employee will receive reimbursement for the cost of a meal, up to ten dollars ($10.00), to be bought at a local establishment.

## ARTICLE XI
## VACATIONS

Section A.

Regular employees shall earn vacation on the following basis:

| Years of Service | Hours of Accrual per Pay Period |
|---|---|
| **Date of hire through 5 years** | **3.70 hours** |
| **Start of 6th year through 10 years** | **5.24 hours** |
| **Start of 11th year through 17 years** | **6.77 hours** |
| **Start of 18th year** | **8.31 hours** |

Vacation benefit is on an accrual basis. The benefit will be available to use as earned.

Section B.

Unused vacation time at the end of the calendar year in which it was accumulated shall be carried over to the next calendar year, not to exceed 200 hours. Employees have the option to cash out 40 hours at their regular rate of pay by December 31st of each year.

Section C.

Upon separation from employment the employee, with proper notice to the employer,

shall be entitled to payout of their accrued unused vacation as stated on their last paystub. This payout shall be paid into the employee's HSCP account. If the employee is terminated, he/she will not be entitled to any payout of his/her accrued vacation benefits if it is later determined in a grievance arbitration proceeding that the City had just cause for terminating the employee.

Section D.

Employees may be allowed vacation pay before going on vacation, provided a written request is made of the Employer at least one (1) week prior to the Council meeting preceding the proposed vacation period.

Section E.

The Employer may limit the number of employees in any department that are on vacation at any one time. With reasonable notice, the Employer will allow more than one employee at a time to use vacation.

## ARTICLE XII
## HOLIDAYS

Section A.

The following days shall be paid holidays for all regular employees:

| | | |
|---|---|---|
| New Year's Day | Labor Day | President's Day |
| Veteran's Day | Memorial Day | Thanksgiving Day |
| Friday after Thanksgiving | Fourth of July | Christmas Day |
| Good Friday | *Martin Luther King Day | |
| Two (2) Floating Holidays | 1/2 Christmas Eve Day | |

*Due to the harsh climate, City employees covered under this agreement may use the Martin Luther King Holiday as a floating holiday. The employee still retains the right to take the holiday on its normally observed day.

Section B.

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.

Section C.

In order for the employee to qualify for the holiday pay provided by this Article, he/she must work his/her last scheduled work day immediately preceding the holiday and his/her first scheduled work day immediately following the holiday, unless failure to do so is for a reason acceptable to the Employer.

Section D.

Employees who work on any paid holiday shall receive pay or compensation time at two

(2) times their regular straight time hourly rate of pay for all such hours worked, in addition to the holiday pay.

Section E.

Part-time employees shall be eligible for the pay provided by this Section A to the extent that they lose work because of the holidays.

Section F.

A holiday not worked shall be considered as hours worked in the computation of overtime.

## ARTICLE XIII
## SICK LEAVE, FUNERAL LEAVE, LEAVE OF ABSENCE

Section A.

Regular employees shall earn sick leave with pay at the rate of one and one-half (1-1/2) working days for each month of service or major fraction thereof.

Section B.

Sick leave may be accumulated to a maximum accumulation of one hundred thirty-five (135) days.

Section C.

Accumulated sick leave may be used:

(1) For illness or injury that prevents the employee from working or for medical examination, medical treatment, medical leave, or quarantine.

(2) For illness or injury in the employee's immediate family (for child care of minor aged children, Minnesota Child Care Leave Statute shall apply) meaning the employee's adult child, spouse, sibling, parent, grandparent or stepparent for reasonable periods of time as the employee's attendance may be necessary and up to 160 hours in a year.

(3) If an employee is absent for more than three (3) consecutive work days, said employee may be required to submit a doctor's statement of illness or if said employee has an accumulation of five *(5)* separate illness periods during any calendar year, the employee may be required to submit to a physical with a doctor of the City's choice at City expense.

(4) A regular employee will be released from work to attend the funeral of a member of the employee's immediate family and attend to the family matters surrounding this occurrence without pay reduction. Pay should be based on the following schedule:

a. Three (3) working days off with pay on the death of an employee's spouse, child, step-child, mother, father, mother-in-law, father-in-law, brother or sister.

b. Two (2) working days off with pay on the death of an employee's brother-in-law or sister-in-law.

c. One (1) working day off with pay on the death of an employee's grandfather, grandmother, grandchild, aunt, uncle, niece, nephew or first cousin.

One of the days provided off for funeral leave must be used to attend the funeral.

Four (4) hours off with pay to be pall bearer at funeral of a friend.

If funeral services are in a distant city or special circumstances exist, the Department of Public Works has discretion to determine what is appropriate for time off, based on the individual situation and what is reasonable for the City to allow. Any additional time requested beyond what was considered reasonable should be taken as a leave of absence, vacation or floating holiday.

(5) An employee will have the option of using a portion of sick leave to make up the difference between Workmen's Compensation and his regular pay not to exceed the amount normally received.

Section D.

A doctor's certificate of illness may be required for sick leave lasting three (3) or more days.

Section E.

Abuse of sick leave benefits may result in disciplinary action, up to and including discharge.

Section F.

An employee whose accumulated sick time has exceeded the maximum accumulation shall be paid at 20% of current wage for sick leave hours earned, but lost at years end. An additional 30% shall be contributed into the employee's HCSP. This would apply to only those who have reached 135 days of accumulated sick leave. All checks to be issued by February for the preceding year.

Section H.

Upon retirement, the employer shall deposit the entire remaining balance of the employee's sick leave, paid at their current hourly rate of pay, into the employee's HCSP.

Section G.

The employer and the Union agree to form a committee to discuss the sick leave payout benefit currently outlined in Article XIII, Section F, for employees who have reached their cap of paying this benefit into a city-administered Health Care Savings Plan (HCSP) as a retirement benefit rather than as taxed wages. The committee will provide a recommendation and proposed language.

## ARTICLE XIV
## INSURANCE

Section A.

The Employer shall provide PERA life insurance plan.

Section B.

Effective January 1, 2021, employees will be enrolled into the BlueCross/BlueShield Aware Plan with VEBA with a $1850 single/$3700 family deductible. The City shall pay 88% of the monthly premium for both single and family plans and the employee shall be responsible for 12% of the monthly premium for both single and family plans. The City will contribute the full amount of the deductible annually into each employee's individual VEBA for each year of the contract beginning 01/01/2021. The City's payment of the annual deductible amount into the VEBA will be paid one-half at the beginning of the calendar year and one-half on July 1st. If an employee has exhausted the first half of the contribution prior to July 1st, the employee shall notify the City Administrator who will then advance the second half payment.

The Union and the Employer agree to establish a committee to explore options for alternative plans for insurance. An insurance committee made up of two city employee union members, the Union's Labor Representative, up to an equal number of management (3), and up to an equal number of non-union employees (3) shall meet on the third Thursday of the month at 10:00 am. Unless there is a mutually agreed upon time by all parties. The parties will agree in advance of the first meeting to adopt a behavior code of conduct for the insurance committee.

Section C.

The City shall provide dental, life and long term disability insurance.

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 comply with the Act and avoid any penalties, taxes or fines for the Employer.

Section D.

The City shall provide a dental insurance plan for all union employees.

Section E. Retired Employees Insurance Fund

All employees who have accumulated sick leave to their credit at the time they qualify

for retirement annuity under PERA or PERSA and who draw said annuity shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. This amount shall be placed in a special fund as allowed by State Statute* for the sole purpose of providing continuation of the retiree's hospital medical insurance coverage. Such coverage shall continue until the retiree's fund is exhausted. In the event of a retiree's death, accrued sick leave shall be used to fund his surviving spouse or dependent's hospital medical insurance until the accrued sick leave fund is exhausted. The hospital medical plan in effect at the time of the employee's retirement shall be the plan applicable to said clause. However, the employee may instead choose an alternate plan with premiums being paid directly by the City of Aurora. It being understood the employee, upon reaching age 65, shall be obligated to sign up for Medicare; upon becoming eligible for Medicare coverage, a supplement to Medicare hospital medical plan shall be provided for the retired employee by the City, premium for same to be paid out of the aforementioned special fund.

*Chapter 296, Minnesota Statutes, Laws of *1965,* Section 471.61, Subd. 2A, as amended.

Section F.

The City shall provide a long-term disability plan.

## ARTICLE XV
## PROBATIONARY PERIODS, SENIORITY, TERMINATIONS, RESIGNATIONS

Section A. Probationary Period

All new employees shall be on probation for a period of ninety (90) working days. New employees may be terminated or laid off without notice and without recourse to the grievance procedure during their probationary period. Once an employee has reached their sixty-eighth (68) day of employment, said employee shall be governed under all provisions of this Agreement and shall be entitled to use the grievance procedure for all grievances, except termination, determination of qualifications and discipline.

Subd. 1. Evaluation: Employees serving a probationary period as defined above shall receive from the Director of Public Works a written performance evaluation no later than the 30th working day and again no later than the 60th working day of the 90 working day probationary period. A final written evaluation shall be provided the employee by the Director of Public Works following the conclusion of the probationary period. Evaluations shall be specific to qualifications and duties as defined by the job description.

Section B.

Upon completion of the probationary period, employees shall become regular employees within the meaning of this Agreement and shall have seniority dating from the beginning date of their continuous service.

Section C.

In the event of a layoff or recall, seniority shall govern, provided the senior employee is qualified to perform the work involved.

Section D.

Vacancies shall be filled by promotion from within, as far as possible, and shall be posted for five (5) working days. Preference shall be given to senior employees who are qualified to perform the work involved. Employees transferring from one position to another via the posting procedure shall be on a 20 working day trial period, during which time if the Employer determines the employee is not qualified to perform the duties of the new position, the Employer shall have the right to transfer the employee back to his former position. The employee may also opt to return to his/her former position during the said trial period. Any employee affected by the transfers shall retain full seniority reversion rights during the trial period. This clause does not negate the employee's right to grieve in the event the Employer determines the employee not qualified.

Section E.

Discharge shall be made only for just cause and shall be subject to the Grievance Procedure.

Section F.

There shall be no layoffs or reduction in work hours of the employees covered under the terms of this Agreement during the term of this contract, when volunteer workers are working for the City during the interim of the contract, such as JRRRB or State and Federal job partnership workers.

## ARTICLE XVI
## COMPENSATION

Section A.

Employees shall be paid in accordance with Schedule "A" attached hereto and made a part of this Agreement.

Section B.

Employees called for jury duty shall be paid the difference between their normal earnings and the amount received for jury duty, provided verification of such duty and pay is given the Employer upon completion of jury duty and provided further that expense money paid for jury duty shall not be included in computing the difference due an employee.

Section C.

An employee who is assigned to a lower paying job after starting his/her shift, and working two (2) hours at a higher paying job, shall receive the higher rate for all hours worked

on that day.

Section D.

An employee temporarily transferred to a lower paying job than his/her normal assignment shall suffer no decrease in pay during such temporary transfer. For the purposes of this subsection, a temporary transfer shall be one of ten (10) working days or less.

Section E.

Employees required to work in a classification at a rate of pay higher than their normal assignment shall be paid the higher rate for all hours worked at such higher rated job.

Section F.

All overtime earned during a specific pay period shall be paid in full during that pay period.

Section G.

The City will pay for one pair of prescription safety glasses every other year or when needed.

Section H.

The City shall reimburse up to $300.00 per year per employee for safety boots, cold weather gear, coveralls, etc. This shall be paid by check to employee. Employees must buy American-made products when available.

Section I.

There shall be an allowance for rain gear, rubber boots, gloves and rubber gloves at the discretion of the Director of Public Works.

Section J.

An employee shall have the option of compensation time off on a one and one-half times each hour or overtime pay up to one hundred and sixty (160) hours per year. Once 160 hours of comp time is reached, employees will no longer be eligible to exchange overtime worked for comp time; unless such time as the employee's balance drops below 160 hours. The comp time balance will carry over from year to year, not to exceed 160 hours at any time. Use of this compensation time in lieu of overtime pay will be approved by the Director of Public Works to minimize scheduling and work productivity problems. A cash payment in lieu of time off for compensation time is permissible with approval from the City Administrator and/or City Council.

Section K.

The City will pay for Boiler Licenses, Sewer Licenses, Water Licenses and State of Minnesota Vehicle Certification Licenses which it requires of employees.

Section L.

The City will reimburse employees up to $30.00 per month for the cost of their monthly cell phone bill (for those who do not have City provided cell phones).

Section M.
All employees shall contribute $75.00 per pay period to their HCSP.

## ARTICLE XVII
### WAIVER

Section A.

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

Section B.

The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such term or condition may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

## ARTICLE XVIII
### SAVINGS CLAUSE

Section A.

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

## ARTICLE XIX
### PAY DAYS AND DUE BILLS

The Employer agrees to provide all employees with due bills as currently practiced, and further establish pay days every other Friday and overtime shall be paid in the pay period it is earned.

## ARTICLE XX
## DRUG AND/OR ALCOHOL TESTING FOR CAUSE

Section A.

It is the intention of the Employer that any drug or alcohol detection test shall be given only to those employees who exhibit indications of them being under the influence of drugs or alcohol. Reasonable suspicion shall be based on objective facts that an employee is then under the influence of drugs or alcohol.

Section B.

Should the Director of Public Works have reasonable suspicion that an employee is under the influence of drugs or alcohol, he/she shall be required to have the suspicion confirmed by a member of the City Council. If the Council Member concurs with the Public Works Director's suspicion, both the Director and the Council Person will document their observations or other reasons, in writing, as to why they suspect the employee is under the influence of drugs or alcohol.

Section C. Right of Representation

The employee and the Union shall be notified immediately that the Employer representatives suspect the employee is under the influence of drugs or alcohol, and shall be provided with a copy of the reasons which document these suspicions. The employee suspected of being under the influence shall meet with the Director of Public Works and a Union representative. In the presence of the Union representative, the employee may be questioned about his/her behavior or other relative subjects that have caused the Director of Public Works to suspect that the employee is under the influence of drugs or alcohol.

Section D.

If, after hearing the employee's explanation, the Director of Public Works still suspects the employee is under the influence of drugs or alcohol, the employer's representatives may request the employee submit to a drug or alcohol detection test.

Section E. Refusal to Submit to Testing

A refusal to submit to a drug or alcohol detection test does not lead to a presumption that the employee is under the influence of drugs or alcohol.

Section F.

An employee who believes that a drug or alcohol detection test is being demanded which is not in accordance with this Agreement may refuse to submit to such test.

Section G.

If both the Director of Public Works and the City Councilor agree that an employee appears unfit for duty, the employee shall not be allowed to continue working for the duration of his/her shift and will be placed in a paid administrative leave status.

Section H. Testing Procedures

All drug and alcohol testing will be performed by a laboratory which meets the standards recommended by the National Institute on Drug Abuse (NIDA). NIDA's "Draft Standards for Accreditation of Laboratories Engaged in Urine Drug Testing" will be attached, and establishes qualifications of laboratory personnel, requirements for the chain of custody, storage of urine samples, quality assurance and control. These same standards shall apply to all sites and personnel involved in the drug testing procedure if the collection of the test specimen or any other aspect of the testing procedure is conducted by someone other than the laboratory which has been selected. In addition, any laboratory used by the Employer must participate in NIDA's or other recognized proficiency testing program.

Section I.

An employee who is asked to submit to a drug detection test will be allowed to list all prescription and non-prescription drugs, or any other substances which might cause a positive urinalysis for the presence of drugs. This list is to be reviewed only by the laboratory's certifying scientist for the purpose of verifying the test results.

Section J.

The Union will be involved in all aspects of selection and quality control oversight of the laboratory(s) used for drug or alcohol detection.

Section K. Employee Referrals

The parties agree that assistance toward rehabilitation is to be offered to any employee with a substance abuse problem. This policy will apply whether the employee voluntarily admits to a substance abuse problem or has a positive result to a drug or alcohol detection test.

Section L.

The Employer will insure that employee benefits include adequate coverage for services required to assist employees with substance abuse problems.

Section M. Discipline

Any discipline resulting from impaired job performance related to employee use of drugs or alcohol shall be consistent with the collective bargaining agreement and the principles of

progressive discipline.

Section N.

It is acknowledged in this contract that CDL (Commercial Driver License) testing is in place in accordance with Federal Requirements. AFSCME and City officials have agreed to use a private contractor for random drug & alcohol testing for all City of Aurora employees with CDL.

Section 0. Employer Responsibility

In the event that any employee or group of employees files or commences any claim or action against any administrative agency or court against the Union, its officers or representatives for any alleged act or omission related to the application, interpretation, or enforcement of the employer's drug testing program, the employer shall indemnify for any judgments, awards, fees or costs and hold the Union, its officers and representatives harmless in the event of any such claim or action.

## ARTICLE XXI
## DURATION OF AGREEMENT

Section A.

Except as otherwise specifically provided, this Agreement shall be effective from the 1st day of January, 2020, until the 31st day of December, 2021, and shall remain in full force and effect from year to year thereafter unless either party shall give sixty (60) days written notice prior to any anniversary date of its desire to amend or terminate this Agreement.

Section B.

IN WITNESS HEREOF, the parties hereto set their hands and seals this 7th day of July, 2020.

FOR THE CITY OF AURORA

FOR THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, LOCAL 2780

## SCHEDULE "A"

CURRENT EMPLOYEES HIRED AS OF 12/31/1986

MINIMUM RATES OF PAY

| Job Classification | $0.50 Effective 06/22/2020 | $1.50 Effective 01/01/2021 |
|---|---|---|
| Water/Wastewater Technician | $26.67 | $28.17 |
| Water/Wastewater Supervisor | $28.54 | $30.04 |
| Mechanic Welder | $26.67 | $28.17 |
| Combination Specialist I | $26.67 | $28.17 |
| Combination Specialist II | $26.67 | $28.17 |
| Labor I | $15.61 | $17.11 |
| Labor II | $18.97 | $20.47 |

FOR THE CITY:

Mayor

FOR THE UNION:

President

## APPENDIX "B"

MEET AND CONFER

It is the intent of the parties to meet and confer on such items of concern as the evaluation of employees in order that the City will be in compliance with Minnesota Comparable Worth statutes. It is further understood that from time to time the City and the union will meet and confer on such items as the consolidation of positions within the unit and the possibility of changes in requirements for various city positions. By this Agreement, the parties agree to exchange views and concerns, with the good faith intent of entering into an agreement. This obligation does not compel either party to make a concession.

# SENIORITY LIST
AS OF 01/01/2020

| NAME | STARTING DATE |
|---|---|
| **Kent Dickinson** | 04/03/1989 |
| **Aaron Carlson** | 04/11/2011 |
| **Jim Gentilini** | 04/25/2011 |
| **Russel Siltman** | 07/23/2012 |
| **Jesse LaCount** | 11/01/2012 |
| **Josh Benda** | 09/03/2014 |

Memorandum of Understanding

July 2020

Josh Benda shall have the option of remaining on the current BlueCross/BlueShield Triple Gold plan until such time as the plan is no longer offered by the carrier. The City shall pay 88% of the monthly premium for both single and family plans and the employee shall be responsible for 12% of the monthly premium for both single and family plans.

FOR THE CITY OF AURORA

FOR THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, LOCAL 2780