AGREEMENT

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BETWEEN

THE CITY OF MORA

AND

LOCAL 2889, AFSCME COUNCIL #65, AFL-CIO

JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

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ARTICLE I PURPOSE

Section 1. Agreement.

This Agreement, entered into between the City of Mora, Mora, Minnesota, hereinafter referred to as the Employer, and Local 2889, Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, pursuant to and in compliance with, Minnesota Statutes Chapter 179A, as amended, hereinafter referred to as the PELRA, has as its purpose to provide the terms and conditions of employment during the duration of this Agreement, to promote harmonious relations between the Employer and the Union, and to establish an equitable and peaceful procedure for the resolution of differences.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition.

In accordance with the PELRA, the Employer recognizes the Union as the exclusive representative of: All employees of the City of Mora who are public employees within the meaning of MN. Statute 179A.03, Subd. 14, excluding confidential and supervisory employees (CF. Bureau of Mediation Services Case No. 93-PCE-621).

Section 2. Other Agreements.

The Employer will not enter into any other agreements with members of the bargaining unit that conflict with the terms of the Agreement.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment.

Shall mean the hours of employment, the compensation thereof including fringe benefits (except retirement contributions or benefits), and the Employer's personnel policies affecting working conditions. The terms in both cases are subject to the provisions of Minnesota Statutes 179A.06 regarding the rights and obligations of public employees.

Section 2. Employee.

Shall mean all persons in the appropriate unit employed by the Employer whose services exceed fourteen (14) hours per week and more than sixty-seven (67) work days in any calendar year.

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Section 3. Designation.

For purposes of administering this Agreement, the term Employer shall mean the City of Mora.

Section 4. Other Terms.

Terms not defined in this Agreement shall have meanings as defined by Statute.

Section 5. Full-time Employee.

An employee who works a minimum of 40 hours per week, with a reduction from 40 hours considered a layoff. A reduction of hours to thirty-two (32) hours or more per week shall still be considered full-time for benefit purposes.

Section 6. Base Pay Rate.

The employee's basic hourly pay rate exclusive of overtime premium or any other special allowances.

Section 7. Days.

Unless otherwise specified, means working days unless otherwise stated in this Agreement. Working days shall be those days when city hall is open.

Section 8. Temporary Employee.

An individual so designated by the Employer who is hired in a non-continuing position for a period of less than 67 work days or 100 work days if they are students (as defined in the PELRA).

Section 9. Union.

Local 2889, Council 65, AFSCME.

Section 10. Layoff.

Reduction in force and/or reduction in hours due to lack of work or budget cuts.

ARTICLE IV EMPLOYER RIGHTS AND OBLIGATIONS

Section 1. Inherent Managerial Rights.

The Employer is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. Management Responsibilities.

All employees covered by this Agreement recognize the right and obligation of the Employer to efficiently manage and conduct the operation of the Employer within its legal limitations and with its primary obligation to provide service to its customers.

Section 3. Effect of Laws, Rules, and Regulations.

All employees covered by this Agreement shall perform the services prescribed by this Agreement or by the Employer and shall be governed by the laws of the State of Minnesota, and by Employer rules, regulations, directives and orders issued by properly designated officials of the Employer, provided that such do not violate the economics and working hour conditions of this Agreement as set forth herein. All employees covered by this Agreement also recognize the right, obligation and duty of the Employer and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the Employer insofar as such rules, regulations, directives and orders from time to the same not inconsistent with the terms of this Agreement and recognizes that the Employer, all employees covered by this Agreement, and all provisions of this Agreement are subject to the rules, regulations, and the laws of the State of Minnesota and the Federal Government. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force

Section 4. Reservation of Managerial Rights.

The foregoing enumeration of Employer rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are hereby reserved to the Employer.

ARTICLE V EMPLOYEES RIGHTS AND OBLIGATIONS

Section 1. Request for Dues Check Off.

Employees shall have the right to request and shall be allowed dues check off provided that dues check off and the proceeds thereof shall not be allowed if said organization has lost its rights to dues check off pursuant to PELRA. Upon receipt of an authorization card, the Employer shall deduct one twelfth of such dues monthly from each employee beginning with the first check following authorization. Such authorization shall continue in effect for the duration of this Agreement unless revoked in writing between January 1 and July 1 of each year. The amount will be paid each month to AFSCME Council 65 or its designee.

Section 2. Personnel Files.

All evaluations and files generated within the Employer offices relating to each individual employee shall be available to each individual upon his written request. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein.

Section 3. Union Bulletin Board.

The Union shall have a bulletin board to post Union information for all members to see.

ARTICLE VI RATES OF PAY

Section 1. Rates of Pay.

The wages and salaries reflected in Schedule A attached hereto shall be a part of the Agreement for the period of this Agreement.

Section 2. "Me Too" Clause."

If full-time non-union employees receive a COLA or general wage adjustment greater than the AFSCME contract employees covered under the contract shall receive the increased percentage to match the non-union percentage.

ARTICLE VII SENIORITY

Section 1. Definition.

Seniority shall be defined as the length of continuous service with the Employer since the employee's latest date of hire less adjustments for the following reasons: when employee is on an approved unpaid leave of absence of thirty or more consecutive calendar days; or when employee is off the job due to layoff.

Section 2. Seniority List.

<u>Subd. 1.</u> Within thirty days after the parties have executed this Agreement, the Employer shall cause a seniority list (by name and date of employment) to be prepared from its records. It shall thereupon post such list on the Employer's bulletin board.

Subd. 2. Any persons whose name appears on such list and who may disagree with the findings of the Employer and the order of seniority in said list shall have twenty days from the date of posting to supply written documentation, proof, and request for seniority change to the Employer.

<u>Subd. 3.</u> Each year thereafter, the Employer shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, or cessation of services, or new employees.

Subd. 4. Upon successful completion of a six (6) month probationary period, new employees shall be designated as regular employees and added to the seniority list. Their seniority shall revert to their first day of latest hire.

Subd. 5. If more than one person is hired on the same day, they will be placed on the seniority list in alphabetical order by last name.

Section 3. Union Stewards.

Employees who are designated Union stewards and Union bargaining committee representatives shall be afforded reasonable time off with pay for specific purposes of investigation and processing grievances and attending bargaining sessions if said sessions are scheduled during the employee's shift.

Section 4. Break in Seniority.

Seniority will be broken by resignation, discharge, retirement, or failure to return from a leave of absence.

Section 5. Layoffs.

When the Employer finds it necessary to lay off, as defined in Article III, Section 10, fulltime personnel, it shall lay off the least senior person in each classification, unless a more senior employee is less qualified, after all temporary, seasonal and part-time employees have first been laid off. Part-time employees shall be laid off by seniority. Qualifications shall be the employee's ability to perform the Employer's standards for that job included in a written job description and written performance standards for each classification.

Section 6. Layoff Recalls.

If a full-time employee is laid off and the position is reinstated within two calendar years, the employee will have the first opportunity for reinstatement. If a part-time employee is laid off and the position is reinstated within one calendar year, the employee will have the first opportunity for reinstatement. Recall from layoff shall be in the inverse order of layoff. If reinstatement is offered and the employee does not accept, any future reinstatement rights are waived.

Section 7. Layoff Notice.

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Two weeks notice shall be given an employee if he or she is to be laid off.

Section 8. Job Vacancies.

The Employer will post all job vacancies for ten (10) calendar days. The posting will include a job description and wage rate for the position.

Section 9. Job Transfers.

Employees who are offered job transfers in lieu of a layoff will transfer at their current wage rate except if the top wage for the position transferred to is lower than the employee's current compensation level then the wage to be paid will be at the top step for the new position less any pay enhancements for licensing that may be paid in conjunction with base pay. It is understood that licensing, etc., is integral to certain positions and is earned for attaining certain levels of training and expertise.

Section 10. Job Promotion.

Employees who are promoted to another position shall serve a six (6) month probationary period in their new job. Should their performance be deemed unsatisfactory in their new job they may be returned to their former job or a position equal to at the same conditions as before their promotion.

ARTICLE VIII WORKER'S COMPENSATION

Section 1. Use of Sick/Vacation Leave.

Upon request of an employee who is absent from work as a result of a compensable injury incurred in the service of the Employer, under provisions of the Workers Compensation Act, the employee may use sick leave or vacation pay as the difference, between the compensation received pursuant to the Workers Compensation Act by the employee and the employee's earned accrual of sick leave and/or vacation pay.

Section 2. Use Notification.

A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Workers Compensation. The employee shall notify the Employer as soon after the injury as possible whether he/she wants to use accumulated sick leave or vacation during the necessary absence.

Section 3. Payment.

Such payment shall be paid by the Employer to the employee only during the period of disability.

Section 4. Excessive Compensation.

In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Section 5. Workers Comp Payment.

An employee who is absent from work as a result of an injury compensable under the Workers Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit their Workers Compensation check, endorsed to the Employer, prior to receiving payment from the Employer for their absence.

ARTICLE IX GROUP INSURANCE

Section 1. Selection of Carrier.

The selection of the insurance carrier and policy will be made by the Employer. Any reduction of benefits will be negotiated with the Union.

Section 2. Health and Hospitalization Insurance.

<u>Subd. 1.</u> The Employer shall pay the full single coverage for full-time employees. Effective January 1, 2014 the Employer shall contribute up to \$900 toward the monthly premium for single coverage. The employee shall be responsible for any amount over this contribution. Subd. 2. The employee contribution toward dependent coverage shall be twenty five percent (25%) of the cost of dependent coverage, which shall be defined as the difference between family coverage and single coverage. Effective January 1, 2014 the Employer shall contribute up to \$1,300 toward the monthly premium for dependent coverage. The employee shall be responsible for any amount over this contribution.

Subd. 3. The Employer shall provide \$50,000 in term life insurance for each full-time employee.

Section 3. Claims Against the Employer.

It is understood that the Employer's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Duration of Insurance Contribution.

An employee is eligible for the Employer's contribution as provided in this Article as long as the employee is employed by the Employer. Upon termination of employment, all Employer participation shall cease effective on the last working day.

Section 5. Eligibility.

Employees regularly scheduled for thirty (30) hours per week or more shall be eligible for group health insurance benefits.

Section 6. Dental Plan.

The Employer shall establish an employee paid dental plan.

ARTICLE X SICK LEAVE

Section 1. Sick Leave.

Subd. 1. A full-time employee shall earn sick leave at the rate of one day (eight (8) hours) for each month of service in the employment of the Employer to a maximum of twelve days annually.

Subd. 2. Unused sick leave may accumulate to a maximum credit of one hundred (100) days of sick leave per employee.

<u>Subd. 3.</u> Sick leave with pay shall be allowed by the Employer whenever an employee's absence is found to have been due to illness which prevented his attendance and performance of duties on that day or days, dental appointments, physical examinations, and other similar sickness prevention measures and to take a child or spouse to see a doctor.

<u>Subd. 4.</u> The Employer may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination

of the eligibility of an employee for sick leave is reserved to the Employer or its designee.

Subd. 5. In the event that a medical certificate will be required, the employee will be so advised and the Employer will pay the medical charge for the certificate.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Section 2. Severance.

Upon separation Employees shall be entitled to pay for unused sick leave according to the provisions set below.

Subd. 1. Any Employee voluntarily terminating municipal service in good standing and who has given a sixty (60) day notice of termination shall receive payment for unused sick leave hours at their current hourly rate according to the following schedule:

Years of Service	Sick Leave Pay Out
After 10 years	10% of balance
After 15 years	15% of balance
After 20 years	20% of balance
After 25 years	25% of balance

a) The above schedule shall not be prorated or modified under any circumstances.

b) Years of service means years eligible to earn sick leave at 100% rate.

Subd. 2. Employees who are involuntarily terminated shall not be eligible for this severance.

Subd. 3. Employees who are eligible for severance pay and have been laid off must choose either:

a) To retain their recall rights, and not be paid for the severance pay at the time of lay-off. If the employee subsequently gives up their recall rights or the recall rights expire, the severance shall be paid to the employee based on the amount they would have received on the effective date of lay-off; or

b) To forfeit their recall rights and be paid for the severance pay at the time of lay-off.

Section 3. Special Sick Leave.

<u>Subd. 1. Purpose.</u> It is the policy of the Employer to enable eligible Employees to bank excess sick leave and vacation leave for use in case of catastrophic need. The purpose this policy is, under extraordinary conditions, to:

a) Provide time for Employees to tend to an illness of themselves or other family member;

- b) Provide time for Employees to meet with healthcare providers;
- c) Attract and retain Employees.

<u>Subd. 2. Definition.</u> For the purposes of this section, the term "other family member" includes the employee's spouse, children, and parents of either the Employee or their spouse.

Subd. 3. Eligibility. Regular, full-time Employees who are eligible for sick leave and vacation leave.

Subd. 4. Accrual. Employees who have reached the maximum accrual for sick leave and/or vacation leave shall have one hundred percent (100%) of their additional accruals at their regular rate placed in a special sick leave bank.

Subd. 5. Eligible Employees may accrue special sick leave to a maximum of eight hundred (800) hours.

Subd. 6. Compensation. Except as noted in this section eligible Employees shall be compensated in the same manner as for sick leave.

Subd. 7. Application. Except as noted in this section application for special sick leave shall be in the same manner as for sick leave.

Subd. 8. Special sick leave is only available for use after all sick leave, vacation leave, holidays, compensatory time, and other paid leaves have been exhausted.

Subd. 9. Use of special sick leave will run concurrent with FMLA leave.

Subd. 10. Severance. Upon separation Employees shall not be entitled to pay for unused special sick leave.

Subd. 11. Other.

a) For the purpose of accumulating additional sick leave, holiday leave, and vacation leave, an Employee using special sick leave is not considered to be working; therefore no additional leave will be earned during special sick leave.

b) Special sick leave pay hours shall not count toward the calculation of overtime.

c) During an unpaid leave of absence, an Employee shall not claim special sick leave.

d) An Employee cannot take more special sick leave than has been earned.

e) Special sick leave must be taken in increments of one-quarter (14) hour.

f) Using or claiming special sick leave for a purpose not authorized may be cause for disciplinary action.

ARTICLE XI LEAVES OF ABSENCE

Section 1. Eligibility Requirements.

Employees shall be eligible for leave of absence after three (3) months service with the Employer.

Section 2. General Conditions.

Subd. 1. Any request for a leave of absence shall be submitted in writing by the employee to their department head. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Subd. 2. Authorization for a leave of absence, if granted, shall be furnished to the employee by the Employer, and it shall be in writing.

<u>Subd. 3.</u> Any request for a leave of absence shall be answered promptly; requests for immediate leaves (for example, family sickness, or death) shall be answered before the end of the shift on which the request for leave of absence was submitted if possible.

<u>Subd. 4.</u> Seniority will not accrue on any leave of absence granted under the provisions of this Agreement as defined in Article VII, Section 1. Employees shall be returned to the position and seniority level held at the time the leave of absence was granted.

Subd. 5. Employees shall not request leaves in excess of one (1) year, except in the case of illness or disability.

Section 3. Leaves with Pay.

<u>Subd. 1. Emergency Leave.</u> Emergency leave of up to five days may be granted by the Employer to any employee on account of death or major medical emergencies to a member of the immediate family. Emergency leave shall be deducted from accumulated sick leave, if applicable. Immediate family shall be defined to include spouse, children, grandchildren, parents or legal guardians of either employee or his/her spouse, grandparents, siblings of either the employee or his/her spouse.

Subd. 2. Jury Duty. All regular employees shall receive leave of absence when called for jury duty. No deduction in salary will be made, but employees are required to reimburse the Employer the fees received for jury duty.

<u>Subd. 3. Voting Time.</u> Every employee who is entitled to vote at an election is entitled to absent themselves from their work for the purpose of voting during the forenoon of such election day without penalty or deduction from salary or wages on account of such absence.

Subd. 4. Military Service. Employees who are members of a reserve force of the United States or of this State and who are ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the

United States or this State shall be granted a paid leave of absence in accordance with Federal and State statutes.

<u>Subd. 5. In-service Training.</u> The Employer shall, whenever possible, provide for in-service training for its employees through workshops, institutes, extension classes, staff meetings, and inter-visitations. All employees must participate unless excused by the Employer. Direct costs of in-service required of employees will be paid by the Employer.

Section 4. Leaves Without Pay.

Subd. 1. Reasonable Purpose. Leaves of absence without pay may be granted by the Employer for any reasonable purpose.

<u>Subd. 2. Military Service.</u> Any employee who enters into active service in the Armed Forces of the United States while in the service of the employer shall be granted a leave of absence for the period of military service during a national emergency, in accordance with Federal and State statutes.

<u>Subd. 3. Union Business.</u> Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer may, at the written request of the Union at least two weeks prior to the date the leave commences, be granted a leave of absence.

ARTICLE XII

HOURS OF SERVICE, VACATION, AND HOLIDAYS

Section 1. Hours of Service (Street Department).

<u>Subd. 1. Basic Work Day and Work Week.</u> The work week period will commence at 12:01 a.m. on a Monday and end at 12:00 a.m. on Sunday. All work in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at one and one-half (1-1/2) times the employee's base rate of pay.

Subd. 2. Shifts and Starting Time. Normal work hours for the Street Department are 7:00 a.m. to 3:30 p.m. Monday through Friday. Upon mutual consent, alternate schedules, consistent with Federal and State laws, may be applied.

Except in emergencies, employees will be notified of changes to work times two (2) days in advance.

In the event an employee reports for their scheduled shift and supervisor sends them home, the employee will receive four (4) hour of pay at their regular rate of pay. Upon mutual consent, split shift schedules may be implemented.

Subd. 3. Lunch Period. Employees shall be provided a duty free non-paid period of at least thirty (30) minutes during each full eight (8) hour shift of work.

The lunch period shall be as close to the middle of the shift as possible. For employees who are unable to take a lunch break at the middle of their shift they

may rearrange their schedule with the permission of their supervisor to account for the missed lunch period so long as the change does not result in overtime.

Upon mutual consent of all employees and supervisor, the one-half (1/2) hour lunch break can be extended to a one (1) hour lunch break, with the day's schedule extended one-half hour.

Subd. 4. Break. Each employee is afforded a paid fifteen (15) minute break for each four (4) hours worked.

<u>Subd. 5.</u> Overtime. Under a normal work schedule, overtime at one and one-half (1-1/2) times will be paid for hours worked in excess of eight (8) hours per day or forty (40) hours per week.

On a flex schedule, mutually agreed to by the Employer and employees, overtime will only be paid on the excess hours per day agreed to under the flex time, or any hours over forty (40) hours per week, consistent with Federal and State law. (Example: Flex schedules of 9 or 10 hours per day, if mutually approved, will not trigger overtime until daily hours of 9 or 10, or 40 hours per week exceeded).

Overtime compensation may be taken by one of the following methods.

The employee may be compensated at one and one-half (1-1/2) times the employee's base rate of pay on the paycheck issued for overtime hours during the pay period.

The employee may choose to be compensated by being given time off (comp time) at the rate of one and one-half (1-1/2) times overtime hours during the pay period.

The employee shall clearly indicate their intentions for compensation or comp time on each time card submitted.

No employee may accumulate more than two hundred forty (240) hours of comp time. Unused accumulated comp time shall be paid out in a lump sum each December during the last pay period. Accounting for accumulated comp time shall be on the Employer's fiscal (calendar) year basis.

<u>Subd. 6. Call-Back.</u> Employees called back for specific duties or emergencies shall be guaranteed two (2) hours at time and one-half. An Employee called back and needing to work more than four (4) hours, may request to report later for their next regularly scheduled shift. An extension or early report to a regularly scheduled shift does not qualify the Employee for the two hour minimum.

Section 2. Hours of Service (Municipal Liquor Store).

Subd. 1. Basic Work Day and Work Week. The work week period will commence at 12:01 a.m. on a Monday and end at 12:00 a.m. on Sunday. All work in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at one and one-half (1-1/2) times the employee's base rate of pay.

<u>Subd. 2. Union Hours.</u> The employer shall make every effort to schedule employees a minimum of fourteen (14) and a maximum of thirty (30) hours per week. More senior employees shall be scheduled for more hours on a monthly basis than less senior employees. Employees may request, in writing, to be scheduled for less hours than would be assigned under this subdivision. The employer is under no obligation to schedule an employee for more hours if the employee voluntarily trades or relinquishes hours to another employee. Employees will be subject to the layoff provisions as defined in Article VII of this agreement.

<u>Subd. 3. Schedules.</u> Schedules will be posted thirty (30) days in advance. Efforts will be made to accommodate employees in the establishment of this schedule, but employees should contact supervisor in writing prior to its posting for best results. Once schedule is posted changes can only be made by mutual consent of employee and supervisor. Any open shifts will be offered by seniority starting with the most senior.

<u>Subd. 4. Discipline.</u> Except through direct disciplinary action by the Employer by disciplinary procedures, employees will not be reduced in hours for disciplinary reasons.

<u>Subd. 5.</u> Seniority. Hours normally given a more senior employee will not be assigned a less senior employee without a written explanation by the Supervisor. Senior employees will be scheduled for more hours than less senior employees on a regular basis; applicable only when employees are available for all shifts.

<u>Subd. 6. Vacant Hours.</u> In the event of a vacancy on the staff, vacant hours will be posted and offered to existing part-time Union employees, by seniority, for a minimum of five working days, before filled by new employees, to a maximum of thirty (30) hours per week per part-time employee. The Employer can offer more than thirty (30) hours at its discretion.

<u>Subd. 7. Leave/Return.</u> An employee who voluntarily resigns and is hired within three (3) months from their last date of employment shall be placed at their former rate of pay and level of benefits, including seniority. Thereafter, all privileges will be lost under the Agreement.

Subd. 8. Over-time. All hours worked on Sunday for the purposes of training or inventory shall be paid at one and one-half (1-1/2) times the employee's base pay rate.

Section 3. Vacations: Full-time Employees.

Subd. 1. Schedule.

Monthly Accrual Rate Will Accumulate to:

In the 1st & 2nd years In the 3rd & 4th years In the 5th, 6th & 7th years	Ninety-six (96) hours not used
In the 8th & 9th years	Vear
In the 10th through 14th years	Dre hundred twenty (120) hours per year

After fourteen years of continuous employment, vacation accrues at a rate that will provide one hundred sixty (160) hours of vacation per year and increase one (1) day per year up to a maximum of two hundred (200) hours of vacation per year.

<u>Subd. 2. Accumulation.</u> Vacations shall not be accumulated for more than one and one-half times the annual amount to which the employee is entitled.

<u>Subd. 3. Rate.</u> The rate of vacation pay shall be the employee's base pay rate in effect for the employee's regular job on the date immediately preceding the employee's vacation period.

Subd. 4. Usage. Employees shall arrange their vacation period and usage with the supervisor.

<u>Subd. 5. Miscellaneous.</u> Paid holidays, approved funeral leave and medically certified sick leave which occurs while an employee is on vacation will not be deducted from accumulated vacation.

<u>Subd. 6. Probationary Period.</u> Vacation shall accrue during the Employee's probationary period, but is not considered earned and available for use until satisfactory completion of the probationary period.

Section 4. Holidays: Full-time Employees.

<u>Subd. 1. Holidays.</u> There shall be twelve paid holidays for all employees covered under this Agreement: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and one (1) floating holiday to be scheduled at the employee's discretion. Employees shall arrange the use of their floating holiday with their supervisor. Additional paid holidays granted to other bargaining or employee units exceeding the list described above shall also be granted employees covered by this Agreement. For full-time employees who work a normal Tuesday through Saturday work week, holidays that normally fall on Monday will be on Tuesday.

<u>Subd. 2. Work on Holidays.</u> Eligible employees who perform no work on a holiday will be paid for eight hours at their regular hourly rate. If an employee is assigned and works on any of the holidays listed in this section, they shall be paid time and one-half for all hours worked in addition to the regular day's pay.

<u>Subd. 3. When Taken.</u> Whenever any of the holidays listed in this section falls on a Saturday, the preceding Friday shall be observed as a paid holiday. Whenever any of those holidays fall on Sunday, the following Monday shall be observed as the paid holiday, except as noted in Section 6, Subd. 1.

ARTICLE XIII GRIEVANCE PROCEDURES

Section 1. Grievance Definition.

A "grievance" shall mean a dispute or disagreement between the employee and the Employer as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative.

Ì. N The employee, administrator, or Employer may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 3. Definitions and Interpretations.

Subd. 1. Extension. Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all days city hall is open.

<u>Subd. 3.</u> Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

<u>Subd. 4. Filing and Postmark.</u> The filing or service of any notice or document herein is when it is personally served or when it bears a certified postmark of the United States Postal Service.

Section 4. Time Limitation and Waiver.

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Employer's designee, setting forth the facts and the specified provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the occurrence of the event giving rise to the grievance, or twenty (20) days after the Union, through the use of reasonable diligence, gained knowledge of the occurrence. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the designee.

Section 5. Adjustment of Grievance.

The Employer and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the Employer in the following manner:

Subd. 1. Level I. An attempt shall first be made to resolve the grievance through informal discussion with the employee's immediate supervisor.

Subd. 2. Level II. If a grievance is not resolved through informal discussion, it shall be submitted to the department head of their designee within twenty (20) days

after the event giving rise to the grievance occurred. The department head or their designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

<u>Subd. 3. Level III.</u> In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the administrator, provided such appeal is made in writing within ten (10) days after the receipt of the decision in Level II. If a grievance is properly appealed to the administrator, the administrator shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the administrator shall issue a decision in writing to the parties involved.

Section 6. Mediation.

If the grievance is not settled in Level III, the Union may, within ten (10) working days after the response of the administrator, request Mediation of the grievance with the Bureau of Mediation Services.

Section 7. Denial of Grievance.

Failure by the Employer or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures.

In the event that the employee and the Employer are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be submitted to the administrator within ten (10) days following the decision in Level IV of the grievance procedure.

<u>Subd. 2.</u> Prior Procedure Required. No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

<u>Subd. 3. Selection of Arbitrator.</u> Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Medical Services (BMS) to appoint an arbitrator, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after receipt of said request.

<u>Subd. 4. Hearing.</u> The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceedings before the arbitrator shall be a hearing denovo.

<u>Subd. 5. Decision.</u> The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by in the PELRA.

<u>Subd. 6. Expenses.</u> Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party, and shall be paid for by the requesting party. The parties shall share equally the fees and expenses of the arbitrator, and any other expenses in which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

<u>Subd. 7.</u> Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement, nor shall the arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XIV DISCIPLINE AND DISCHARGE

Section 1. Discipline.

<u>Subd. 1. Verbal Reprimands.</u> The discipline of employees shall include a verbal reprimand, a written reprimand, or suspension based on the seriousness of the situation. A verbal reprimand relating to a minor offense shall be documented and included in the personnel files.

<u>Subd. 2. Written Reprimands.</u> A written reprimand relating to a more serious offense or a repeated minor offense shall likewise be documented and included in the employee's personnel file. In each case, the employee will receive a copy.

Subd. 3. Suspension. In a very serious offense where reprimand is not appropriate or where a previous reprimand was not heeded, the administrator may

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suspend an employee for a maximum of fourteen (14) calendar days without pay. The employee's position shall be held open pending the employee's return to work.

<u>Subd. 4. Termination.</u> When the supervisor has determined that for just cause the employee is to be dismissed, the employee shall receive a written notice before the effective date of dismissal. If severance from employment needs to be immediate, an employee shall be suspended without pay for duration of the dismissal notice. The notice shall clearly state the reasons for dismissal and the employee's rights as established by Employer policy, the grievance procedure, or as outlined in the Veterans Preference Law. All employees being terminated under the provisions of this subdivision shall have the right to a meeting with the Employer (Council) to clear their name or to present factors in mitigation of the proposed dismissal.

ARTICLE XV RETIREMENT AND RESIGNATION

Section 1. Resignation.

Two weeks notice shall be required of any employee if they wish to resign in good standing.

Section 2. Layoff.

Two weeks notice shall be given an employee if he/she is to be laid off.

Section 3. Retirement.

Employees may retire by giving proper notice of intent to do so.

Section 4. Severance.

Employees shall not use accrued vacation to extend their employment. The last day of employment shall be the last day worked. Accumulated vacation will be paid to the employee upon layoff, retirement, or resignation if they leave in good standing as provided in Section 1 of this Article.

Section 5. Insurance.

Retiring employees shall be afforded the rights of insurance coverage as provided by statute.

ARTICLE XVI MISCELLANEOUS

Section 1. Safety Glasses.

The Employer shall reimburse each Street Department employee for the cost of OSHA approved prescription safety glasses up to a maximum of three hundred dollars \$300.00. Except in cases of damage on the job, the Employer will not pay for more than one pair

of glasses every two years. The Employer will not pay for eye examinations. All requests for reimbursement must be approved prior to purchase by the department head. Documentation that the safety glasses meet ANSI (American National Safety Institute) standards must be furnished with said reimbursement request.

Section 2. Pay Periods.

There shall be twenty-six (26) bi-weekly pay periods in each year consisting of two (2) work weeks as defined in Article XII Section 1.

Employees shall receive their pay via direct deposit. Funds shall be deposited in the employees' accounts no later than three (3) working days following the end of the pay period.

Section 3. Class B Driver's License.

The Employer shall reimburse employees for the difference between a Class D and Class B license should a Class B license be a necessary job requirement.

Section 4. First Aid Training.

The Employer shall provide and pay for first aid training to all full-time employees on an annual basis.

Section 5. Non-Discrimination.

It is agreed by the Employer and the Union that both parties shall provide for equal employment opportunities and membership in the Union without regard to race, color, religion, national origin, political affiliation, disability, marital status, status with regard to public assistance, sex, or age.

Section 6. Safety.

The Employer and the Union agree regarding the necessity of establishing safe and healthy working conditions. Employees are obligated to cooperate in the implementation of reasonable regulations establishing such conditions. Failure by employees to adhere to proper safety procedures may result in disciplinary action.

Section 7. Tuition.

The Employer shall pay all tuition and textbook costs for schooling and licenses required by the Employer. Full-time employees seeking to advance their skills and qualifications for the purpose of promotion within the Employer shall be entitled to reimbursement under the provisions of this Article, subject to supervisor approval.

Section 8. Liquor Store Severance.

Any employee of the Liquor Store with five years or more service whose job is eliminated through sale, transfer, or closing of the liquor store, shall be entitled to cash payment of all earned vacation, personal leave, unemployment compensation, and two (2) week's pay. Employees employed by the new owner of the Liquor Store shall not be eligible for the two (2) week's pay.

Section 9. Clothing Allowance.

Effective January 1, 2012 the Employer shall provide each Street Department employee four hundred dollars (\$400.00) yearly for purpose of clothing allowance. All requests for reimbursement must be approved prior to purchase by the department head. The

employer will determine the color and "look" of items purchased. The employee may select brand, material, vendor, and price. Unused allowance may be carried over from one year to the next to a maximum balance of five hundred dollars (\$500).

The Employer shall provide to Liquor Store employees uniform shirts as follows: full-time employees four (4) uniform shirts; part-time employees two (2) uniform shirts. Effective January 1, 2012, Employer shall also reimburse each Liquor Store employee up to \$40 per year for the purchase of one pair of dress pants. All requests for reimbursement must be approved prior to purchase by the department head. The employer will determine the color and "look" of items purchased. The employee may select brand, material, vendor, and price.

If an employee leaves employment for any reason within three months of using a clothing, safety boot, or winter boot allowance, the Employer shall recoup a percentage of the allowance cost from the employee's final paycheck as follows:

75% if the departure is within 1-30 calendar days of a purchase under the allowance; or

50% if the departure is within 31-60 calendar days of a purchase under the allowance; or

25% if the departure is within 61-90 calendar days of a purchase under the allowance.

No dollars shall be recouped if the departure is 91 or more days after a purchase under a clothing, safety boot, or winter boot allowance.

Section 10. Tool Allowance.

Because of the unique feature of the mechanic's work and because of the use of his or her own tools, the Employer will provide a tool allowance of five hundred dollars (\$500) per year to this individual for replacement of these tools. This will be payable on December 31st of each year for the year just ended. The Employer shall provide insurance on these tools under the same terms and conditions for its property generally.

Section 11. Safety Boots.

Street Department employees will be equipped with OSHA mandated ANSI approved steel-toed safety boots. The employer shall reimburse each employee up to one hundred ninety dollars (\$190) per year upon receipt from employee demonstrating employee procurement of the boots. Unused allowance may be carried over from one year to the next to a maximum balance of three hundred eighty dollars (\$380).

The Employer shall reimburse each employee up to one hundred twenty-five dollars (\$125.00) per year for purchase of winter safety boots. Unused allowance shall be carried over from one year to the next to a maximum balance of two hundred and fifty dollars (\$250.00). This will be reimbursed upon receipt from employee demonstrating employee procurement of the boots.

Documentation that boot purchases meet ANSI (American National Safety Institute) standards must be furnished with said reimbursement request. All requests for reimbursement must be approved prior to purchase by the department head.

Section 12. Liquor Store Part-time Employee Benefits.

<u>Subd. 1. Holiday Pay.</u> Part-time employees shall be paid two (2) times their regular rate of pay (straight time, plus holiday pay at their regular rate of pay) for work on official Employer holidays.

<u>Subd. 2.</u> Personal Leave. After satisfactory completion of their probationary period, Employees shall earn one (1) hour of personal leave for each twenty (20) hours worked.

Except in the case of illness, Employees shall give forty-eight (48) hours advance notice to their supervisor if they wish to use personal leave.

There shall be no maximum accrual; however unused accumulated personal leave shall be paid out in a lump sum each December during the last pay period.

Accrued personal leave shall not be paid out upon termination.

Personal leave may not be used to increase employee's hours to over thirty (30) in any week except for annual lump sum pay out described above.

ARTICLE XVII NO STRIKE/NO LOCK OUT

Section 1. Strikes.

The Union agrees not to engage in a strike against the Employer for the period of time this Agreement is in effect. A strike shall be in accordance with PELRA, as amended.

Section 2. Lock Outs.

The Employer shall not lock out employees.

ARTICLE XVIII OBLIGATION TO BARGAIN

Section 1. Amendments.

This Agreement may be amended any time during its life upon mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

Section 2. Conditions Not Covered.

Any wage or working condition issue not covered by this Agreement is subject to bargaining between the Employer and the Union.

ARTICLE XIX DURATION

Section 1. Term.

This Agreement shall become effective January 1, 2016, and shall continue in full force and effect through December 31, 2018, and thereafter from year to year unless changed or terminated by the parties.

Section 2. Severability.

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of the Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as dated below:

City Council Mora, Minnesota

City Aministrator

Local 2889 AFSCME Council #65 AFL-CIO

aff Representative

Date: 4/19/16

Date: 4/14/16

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SCHEDULE A 2016

Position	Grade
Liquor Store Clerk II	2.0
Liquor Store Clerk I	6.0
Equipment Operator/Mechanic	8.0
Mechanic	8.0

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Stop C	Cheve LL	<u> </u>	
1	\$10.95	\$11.23	\$11.51	\$11.79	\$12.09	\$12.39	Step G	Step H	Step I	Step J
2	\$12.09	\$12.38	\$12.70	\$13.01	\$13.34	\$13.67	\$12.70	\$13.02	\$13.35	\$13.68
3	\$13.02	\$13.35	\$13.68	\$14.02	\$14.37	\$14.73	\$14.02	\$14.36	\$14.73	\$15.09
4	\$14.51	\$14.88	\$15.25	\$15.63	\$16.03	\$14.73 \$16.42	\$15.10	\$15.48	\$15.86	\$16.26
5	\$16.29	\$16.71	\$17.12	\$17.55	\$17.99		\$16.83	\$17.26	\$17.68	\$18.13
6	\$17.88	\$18.33	\$18.79	\$19.25	\$19.73	\$18.43	\$18.90	\$19.37	\$19.85	\$20.35
7	\$19.22	\$19.70	\$20.19	\$20.70	\$21.20	\$20.23	\$20.74	\$21.25	\$21.78	\$22.33
8	\$20.84	\$21.36	\$21.89	\$22.44	\$23.00	\$21.73	\$22.27	\$22.83	\$23.40	\$23.97
8.5	\$21.83	\$22.38	\$22.94	\$23.52		\$23.58	\$24.17	\$24.78	\$25.40	\$26.03
9	\$22.81	\$23.38	\$23.96	\$24.56	\$24.11	\$24.71	\$25.32	\$25.95	\$26.60	\$27.27
9.5	\$23.53	\$24.12	\$24.72	\$25.33	\$25.18	\$25.81	\$26.46	\$27.12	\$27.80	\$28.49
10	\$24.47	\$25.09	φ24.72 \$25.72	-	\$25.96	\$26.61	\$27.28	\$27.96	\$28.66	\$29.38
11	\$27.08	\$27.76	φ25.72 \$28.45	\$26.37	\$27.03	\$27.71	\$28.41	\$29.12	\$29.85	\$30.60
12	\$29.27	\$30.00		\$29.16	\$29.89	\$30.64	\$31.40	\$32.19	\$32.99	\$33.81
13	\$31.28	\$32.06	\$30.75	\$31.53	\$32.32	\$33.12	\$33.95	\$34.79	\$35.67	\$36.56
14	\$33.82	\$34.83	\$32.87	\$33.69	\$34.53	\$35.39	\$36.28	\$37.19	\$38.11	\$39.07
15	\$36.86		\$35.88	\$36.96	\$38.06	\$39.21	\$40.39	\$41.59	\$42.84	\$44.13
16	\$40.42	\$38.06	\$39.30	\$40.58	\$41.90	\$43.26	\$44.66	\$46.11	\$47.61	\$49.16
	φ יι υ.4 <u>Ζ</u>	\$41.83	\$43.30	\$44.81	\$46.38	\$48.00	\$49.68	\$51.42	\$53.23	\$55.08

This table is 1.5% more than the same table in the city's classification and compensation study as shown in Table 4 on page 9 of the report; adopted on December 15, 2015.

SCHEDULE A 2017

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Position	Grade
Liquor Store Clerk II	2.0
Liquor Store Clerk I	6.0
Equipment Operator/Mechanic	8.0
Mechanic	8.0

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
1	\$11.17	\$11.45	\$11.74	\$12.03	\$12.33	\$12.64	\$12.95	\$13.28	\$13.62	\$13.95
2	\$12.33	\$12.63	\$12.95	\$13.27	\$13.61	\$13.94	\$14.30	\$14.65	\$15.02	\$15.39
3	\$13.28	\$13.62	\$13.95	\$14.30	\$14.66	\$15.02	\$15.40	\$15.79	\$16.18	\$16.59
4	\$14.80	\$15.18	\$15.56	\$15.94	\$16.35	\$16.75	\$17.17	\$17.61	\$18.03	\$18.49
5	\$16.62	\$17.04	\$17.46	\$17.90	\$18.35	\$18.80	\$19.28	\$19.76	\$20.25	\$20.76
6	\$18.24	\$18.70	\$19.17	\$19.64	\$20.12	\$20.63	\$21.15	\$21.68	\$22.22	\$22.78
7	\$19.60	\$20.09	\$20.59	\$21.11	\$21.62	\$22.16	\$22.72	\$23.29	\$23.87	\$24.45
8	\$21.26	\$21.79	\$22.33	\$22.89	\$23.46	\$24.05	\$24.65	\$25.28	\$25.91	\$26.55
8.5	\$22.27	\$22.83	\$23.40	\$23.99	\$24.59	\$25.20	\$25.83	\$26.47	\$27.13	\$27.82
9	\$23.27	\$23.85	\$24.44	\$25.05	\$25.68	\$26.33	\$26.99	\$27.66	\$28.36	\$29.06
9.5	\$24.00	\$24.60	\$25.21	\$25.84	\$26.48	\$27.14	\$27.83	\$28.52	\$29.23	\$29.97
10	\$24.96	\$25.59	\$26.23	\$26.90	\$27.57	\$28.26	\$28.98	\$29.70	\$30.45	\$31.21
11	\$27.62	\$28.32	\$29.02	\$29.74	\$30.49	\$31.25	\$32.03	\$32.83	\$33.65	\$34.49
12	\$29.86	\$30.60	\$31.37	\$32.16	\$32.97	\$33.78	\$34.63	\$35.49	\$36.38	\$37.29
13	\$31.91	\$32.70	\$33.53	\$34.36	\$35.22	\$36.10	\$37.01	\$37.93	\$38.87	\$39.85
14	\$34.50	\$35.53	\$36.60	\$37.70	\$38.82	\$39.99	\$41.20	\$42.42	\$43.70	\$45.01
15	\$37.60	\$38.82	\$40.09	\$41.39	\$42.74	\$44.13	\$45.55	\$47.03	\$48.56	\$50.14
16	\$41.23	\$42.67	\$44.17	\$45.71	\$47.31	\$48.96	\$50.67	\$52.45	\$54.29	\$56.18

This table is 2.0% more than the 2016 table.

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SCHEDULE A 2018

Position	Grade
Liquor Store Clerk II	2.0
Liquor Store Clerk I	6.0
Equipment Operator/Mechanic	8.0
Mechanic	8.0

Step J \$14.30 \$15.77 \$17.00
\$15.77 \$17.00
\$17.00
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@10 AE
\$18.95
\$21.28
\$23.35
\$25.06
\$27.21
\$28.52
\$29.79
\$30.72
\$31.99
\$35.35
\$38.22
\$40.85
\$46.14
\$51.39
\$57.58

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