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**COLLECTIVE  
BARGAINING  
AGREEMENT**

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CITY OF ROCHESTER

AND

AMERICAN  
FEDERATION OF  
STATE, COUNTY &  
MUNICIPAL  
EMPLOYEES  
AFSCME – Local 319

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**2017 – 2018**

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## INTRODUCTION

This Agreement is entered into between the City of Rochester, Minnesota, (hereinafter referred to as the City), and the American Federation of State, County and Municipal Employees – AFSCME – Local 319 – (hereinafter referred to as the Union).

## ARTICLE 1 – PURPOSE

The purpose of this Agreement is to achieve and maintain harmonious relations between the City and employees covered by this Agreement; to provide an equitable and orderly procedure for resolving differences; and to establish terms and conditions of employment (as defined in Minnesota Statute 179A.03, Subdivision 19). The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Minnesota or its charter.

## ARTICLE 2 – RECOGNITION

The City recognizes the Union as the exclusive bargaining agent or representative for all classifications contained in the Wage Appendices, excluding employees of the Fire Department, Police Department, and Rochester Public Utilities; and further excluding any supervisory, confidential, and all other employees.

## ARTICLE 3 – UNION RIGHTS

The Union agrees that working hours shall be considered productive hours and that there shall be no Union work or Union activity on City time and/or City premises other than specifically permitted by the express terms of this Agreement.

- A. Officers, agents, representatives, or members of the Union who are not employees of the City of Rochester shall have access to the premises of the City at reasonable times, provided he/she notifies the supervisor in the work area of his/her presence upon arrival and his/her presence will not disrupt the orderly routine of the department(s).
- B. Employees who are designated or elected for the purposes of adjusting grievances or assisting in the administration of this contract shall, at the discretion of their Department Directors, be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, providing the purpose of these activities is the maintenance of harmonious and cooperative relations between the employer and the employees and uninterrupted operation of the department(s).
- C. The Union agrees to keep a current list on file with the employer of employee and non-employee representatives who would avail themselves of the provisions of A and B above. Only these individuals found on such list shall be considered official representatives of the Union.

- D. The City agrees to deduct the monthly membership dues for each member of the Union who authorizes this deduction by signing the payroll deduction authorization card and forwarding it to the Finance Department. Such authorization shall be revocable by the employee at his/her written request. The City will remit the dues collected on a monthly basis. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as the result of action taken or not taken by the City under the provisions of this Article.
- E. Human Resources will provide the designated AFSCME business representative an up-to-date list of AFSCME job titles and bargaining unit members occupying the positions on a quarterly basis. The list shall contain the current mailing address on file for each bargaining unit member since a designated union business representative has legal access to member information containing home addresses.

In addition, attached to the copy of the AFSCME agreement on the intranet, an updated list of members without home addresses will be provided quarterly.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

It is recognized that except as expressly stated herein, the City shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the City 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 department(s); to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment, or facilities.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment in connection therewith shall not be the subject of any grievance or arbitration proceeding except as specifically provided for in this Agreement.

#### **ARTICLE 5 – RULES AND REGULATIONS**

- A. It is understood that the City has the right and discretion to establish, revise, and rescind reasonable rules and regulations. The Union agrees that all the members of the bargaining unit shall comply with all City rules and regulations, including those relating to conduct and work performance.
- B. In the event of a conflict between a provision in this Agreement and any rule or regulation established by the City (insofar as said rule or regulation affects employees covered by this Agreement), the provision of this Agreement shall control.

## **ARTICLE 6 – NONDISCRIMINATION**

The City and the Union agree not to discriminate against any employees on any basis prohibited by law.

The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union and there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

## **ARTICLE 7 – EMPLOYMENT**

### **A. Probationary Period**

1. An employee's first six (6) months of employment shall be regarded as a probationary work period.
2. During the probationary period, the employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the City without recourse to the grievance procedure.
3. Employees in their probationary period shall not have seniority rights. Upon the successful completion of the probationary period, the employee will receive all benefits normally afforded to regular employees including seniority, retroactive to the date of employment, less any adjustments.

### **B. Outside Employment**

1. No employee covered by this Agreement will engage in any outside employment or business, which might hinder his/her impartial or objective performance of his/her duties. Department Heads shall be responsible for the monitoring of outside work, using a maximum of twenty (20) hours per week as a guideline. Employees who are injured in the course of outside employment may not utilize the City's worker's compensation benefits.

## **ARTICLE 8 – HOURS OF WORK**

- A. The normal workweek shall be five (5) eight- (8) hour days per week. However, the employer and employee may mutually agree to alter the normal workweek in order to provide flexibility in scheduling work.
- B. The workday and the workweek may be changed by mutual agreement between employer and employee to exceed eight (8) hours in a normal day. In that event, overtime shall be paid for all hours in excess of forty (40) in the workweek, notwithstanding the provisions of paragraph C.
- C. All hours worked in excess of forty (40) per week shall be paid at time-and-one-half (1 ½) the normal hourly rate. Vacation, sick leave, and holiday hours will be included in time

worked when computing forty (40) hours for overtime purposes. Employees shall not be required to take time off in order to avoid the payment of overtime.

- D. On holidays or days designated by the City as holidays, employees shall be paid one-and-one-half (1 ½) times his/her normal hourly rate, for all hours worked (as scheduled by the employer) plus the normal holiday pay. (Exception: See Article 13 – Holidays, Section H, 3).
- E. A minimum of two (2) hours shall be paid employees "called in" for "overtime" work. An early report to an employee's regular work day shall not qualify for the two (2) hours minimum pay.
- F. Employees covered by this Agreement shall receive a fifteen- (15) minute rest period during each four- (4) hour shift. During work beyond the normal eight- (8) hour day, employees shall receive their breaks in the same intervals as described above.
- G. Employees covered by this Agreement shall, except upon mutual agreement, be granted a non-paid meal period of at least thirty (30) minutes during each eight- (8) hour work shift. Whenever possible, this meal period shall be scheduled at the middle of each shift. Employees working at the library will be granted a minimum sixty- (60) minute non-paid meal break on Saturdays, unless otherwise mutually agreed between the employee and the employer.
- H. When the Library is regularly scheduled to be open on Sunday, employees scheduled to work will receive time-and-one-half (1 ½) for all hours worked on Sunday. Employees scheduled to work on Saturday will receive a preference for work scheduled on Sunday, so as to provide contiguous workdays whenever possible.

#### **ARTICLE 9 – SENIORITY**

- A. Seniority shall, for the purpose of this Agreement, be deemed as an employee's length of continuous service since his/her last date of hire within this bargaining unit, less any adjustments due to layoff, approved leave of absence without pay, (unless otherwise agreed by the City), or other breaks in service.
- B. In all applications of seniority under this Agreement, the ability of the employee shall mean the qualifications and ability (including physical fitness) of an employee to perform the required work, where ability and qualifications to perform the required work, as determined by the City, are relatively equal among the employees concerned, seniority as defined in Section A above, shall govern.
- C. Seniority and the employment relationship shall be terminated when an employee:
  - 1. quits; or
  - 2. is discharged for just cause; or
  - 3. is absent for three (3) consecutive working days without notifying the City; or
  - 4. is laid off and fails to report for work within three (3) working days after having been

- recalled; or
5. does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence. An extension of time will be granted if the employee could not report for work within forty-eight (48) hours but reports to their immediate supervisor the reason for failure to report; or
  6. is laid off for a period in excess of one (1) year; or
  7. retires or is retired.
- D. Seniority shall be computed from the date of hire/rehire. If more than one person is hired on the same day, then that person occupying the highest position on the seniority list shall receive seniority preference.

### **ARTICLE 10 – TRANSFERS AND PROMOTIONS**

- A. When a job opening occurs within the bargaining unit, the City shall notify the Union when the electronic job posting is activated. It shall be posted electronically for five (5) working days. The job posting shall include the job title/classification, hours, location, duties, pay, and minimum qualifications. The employer will fill the vacancy by promoting or transferring the most qualified employee, who applies for the job, as determined by the employer, to fill the position. When management determines the candidates are equally qualified, the most senior employee will receive the promotion/transfer. If no bargaining unit employee applies or is qualified, as determined by the employer, the position shall be filled outside the bargaining unit.
- B. Any employee who is transferred (other than on a temporary basis) or promoted becomes a "trial employee" upon the date of the transfer or promotion, and remains so until they have successfully completed a required six- (6) month trial period. The trial period is the six- (6) month period when an employee transfers, or is promoted, to a different Union position. If during the trial period it is found that the employee does not meet the qualifications of the position, the employee will be returned to his/her previously held position. They shall retain their years of service, seniority and benefits.
- C. Whenever an employee transfers within the bargaining unit or is promoted within the bargaining unit from one job classification to another, or from one department to another, he/she shall carry with him/her to the new job classification or department any accumulated sick leave and vacation benefits, as well as his/her seniority. An employee promoted to a new position which has a salary range/grid system shall be placed in the proper step of the new position which shall allow for a minimum of eight percent (8%), or a maximum of ten percent (10%) increase, whichever will allow for the employee to be at an established rate within the pay range or on the grid system. However, in no case shall a promoted employee be placed at a step lower than Step B of the position to which they were promoted.
- D. When an employee transfers or is promoted within the bargaining unit from one City department to another, such transfer shall not be regarded as permanent until a six- (6) month trial period has passed. The employee, however, may use earned sick leave, vacation, and other benefits during this six- (6) month period.

- E. If the promoted/transferred employee desires to return for justifiable reasons to his/her previous position, he/she must indicate the reason(s) in writing within thirty (30) working days after being promoted/transferred.
- F. If the promoted/transferred employee fails to demonstrate that he/she can completely and satisfactorily perform the job within the trial period, the City may at its discretion return the employee to his/her former position classification, without any loss in seniority (as defined in Article 10, Section A). Any other employees who were transferred/promoted following and as a result of this employee's transfer or promotion shall also be returned to their former positions.
- G. The employer may temporarily assign employees to perform the duties of a position classification in an equal, lower or higher salary pay grade on the same or different shift and/or work schedule.
- H. For temporary assignments of two (2) or less days of eight (8) or more continuous hours each in a calendar month period, the employer will not be required to pay the employee the higher rate. For such assignments of more than two (2) days in the calendar month, the employee will be paid the higher rate.
- I. When an employee, after having discussed the changes with his/her immediate supervisor, feels that the major job functions and/or responsibilities have changed significantly for a position, they may request that the Human Resources Department conduct a job analysis for the purpose of updating the job description and recommending a reclassification, if found to be valid. Written response shall be expected within three (3) months from the date of the written request.

### **ARTICLE 11 – LAYOFF AND RECALL**

- A. The City, in its discretion, shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, each job title will be laid off in the following order:
  - 1. Part-time employees not included in the bargaining unit;
  - 2. Employees in their probationary work period; and
  - 3. Total City seniority and job-title seniority shall be considered in the event of further layoffs as follows:
    - a. The last employee hired in a job title with the least total City seniority shall be laid off.
    - b. If that employee had been promoted within the City, that employee may assume the position of the employee with the least total City-seniority of the job title in which the employee previously worked.



- c. Employees laid off shall have the right to assume lesser jobs within the department providing they are qualified as determined by the Department Head, to perform the work associated with the lesser job within twenty (20) working days and they have more seniority than the employee they displace.
  - d. Employees who have been notified of layoff or who are on layoff status will be given first consideration for comparable openings in departments other than their own, within the bargaining unit, after individuals exercising job-title seniority and total City-seniority rights.
4. The City shall issue a written notice to any employee subject to layoff at least thirty (30) days in advance of the layoff. The City will also issue written notice to the Union President.
- B. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.
  - C. If an employee is recalled to a position in a lower-rated job classification, he/she shall have the right to return to the job classification he/she held prior to being laid off in the event it subsequently becomes available within the recall period only. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the call. The City shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.
  - D. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice to recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify Human Resources of his/her intention to return within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Human Resources Department with his/her latest mailing address.

## ARTICLE 12 – HOLIDAYS

A. All employees covered by this Agreement shall receive the following paid holidays subject to the limitations:

- |                           |                               |
|---------------------------|-------------------------------|
| 1. New Year's Day         | 7. Veteran's Day              |
| 2. Martin Luther King Day | 8. Thanksgiving Day           |
| 3. President's Day        | 9. Day after Thanksgiving Day |
| 4. Memorial Day           | 10. ½ Day Christmas Eve       |
| 5. Independence Day       | 11. ½ Day New Year's Eve      |
| 6. Labor Day              | 12. Christmas Day             |

- B. Scheduled work performed on the above holidays by eligible employees shall be paid at one-and-one-half (1 ½) times the normal hourly rate in addition to the holiday pay.
- C. Any employee who is on vacation that extends through a holiday period shall not be charged for a day or days of vacation for the holiday.
- D. Whenever any of the listed holidays falls on a Saturday, except December 24th and December 31st, the preceding Friday shall be a holiday.
- E. Whenever any of the listed holidays falls on Sunday, except December 24th and December 31st, the following Monday shall be a holiday.
- F. In years when Christmas Eve and New Year's Eve fall on a Monday, the holiday shall be eight (8) hours for full-time employees.
- G. To be paid for these holidays, it shall be necessary for the employee to work, or be on pre-requested vacation or sick leave, the scheduled day before and after the holiday.
- H. It is the City's policy to keep the Rochester Public Library open on the day after Thanksgiving. Employees of the Library who are covered by this Agreement shall be subject to the following:
  - 1. Thirty (30) days prior to and no later than the first working day of November, the Library shall post a list of those positions covered by this Agreement which will be required to be filled on the day after Thanksgiving.
  - 2. Employees qualified for those positions shall have the opportunity to volunteer to fill those positions. If no employee volunteers to fill the position(s), management shall survey the entire permanent staff including part-time and managerial employees, starting with the employee who has most frequently had the day off in the past years. Positions shall be filled on the ability to handle the assignment, not limited to current job assignment in any particular department.
  - 3. Those employees who volunteer or are required to work on the day after Thanksgiving shall receive their regular rate of pay and shall receive compensatory time off based on two (2) times the hours actually worked or payment at two (2) times their regular rate of pay at the discretion of the Director of Library Services.
- I. If Christmas Day or New Year's Day falls on Saturday; the Rochester Public Library shall be closed on the day following – Sunday.

### ARTICLE 13 – VACATIONS

- A. Employees shall earn vacation benefits from the start of their full-time or regular employment.
- B. No accrued vacation balance shall be paid to an employee terminating within six (6) months

of his/her employment date.

- C. In accordance with Article 4 of this Agreement, the Department Directors shall establish vacation schedules with the first consideration given to the efficient operation of the City and second consideration to the wishes of employees as to vacation time. Vacations may not be taken without advance approval of the management.
- D. When an employee is on vacation and requires a physician's care or is hospitalized for a minimum of three (3) consecutive days and providing they submit written evidence that they would be unable to use the vacation as desired, the employee may reschedule his/her vacation days lost.
- E. Upon separation of employment, non-probationary employees shall be paid all their reserved and accrued vacation hours.
- F. Employees shall have the following vacation schedule:

Years of Service	Vacation Allowed
Less than 1 year	Prorated 80 hours
1 - 2 years	80 hours (10 days)
3 - 5 years	120 hours (15 days)
6 - 10 years	152 hours (19 days)
11 - 15 years	176 hours (22 days)
16 - 19 years	192 hours (24 days)
20+ years	200 hours (25 days)

- G. The vacation rollover cap of two time's annual vacation accrual will be applied after the last pay date in December. Employee may request an additional 60 (sixty) days to utilize vacation beyond cap if workload is such that vacation time off was not approved by the employee's supervisor.

#### **ARTICLE 14 – INJURY ON DUTY**

For each separate incident of personal injury arising out of and in the course of employment with the City of Rochester for which benefits are provided under the Minnesota Worker's Compensation Law, each employee shall receive disability leave equal to his/her normal salary for each working day absent from work as a result of such injury, for a period not to exceed sixty (60) calendar days. Disability leave shall include worker's compensation benefits and an employee receiving such disability leave shall sign a receipt for such benefits. At no time shall an employee be allowed to receive more net wages than he/she received at the time of injury, providing all wages and deductions remain the same.

#### **ARTICLE 15 – SICK LEAVE**

- A. An employee may utilize his/her allowance of sick leave when approved by the City for

absences necessitated by the inability to perform the duties of his/her position by reason of illness or injury, by necessity for medical care or dental care, or by exposure to contagious disease under circumstances in which the health of employees with whom s/he is associated or members of the public with whom s/he deals would be endangered by his/her attendance on duty, or for illness in his/her immediate family for such periods as his/her absence shall be necessary subject to certification by medical authority.

- B. When an employee is eligible for worker's compensation payments from the City, s/he may supplement these payments with a prorated portion of his/her sick leave so that the combination of the two will equal his/her regular pay.
- C. Sick leave also may be used as stated in the City's organizational policy, *Sick Leave, Section D*.
- D. Sick leave usage shall be subject to approval and verification by the supervisor who may, after three (3) consecutive days' absence, require the employee to furnish a report from a recognized physical or mental authority attesting to the necessity of the leave, and other information the City deems necessary, or require a "fitness for duty" evaluation. Employees whose use of sick leave is habitual, patterned or inappropriate may be required to submit such report for absences of less than three (3) days duration. Utilization of sick leave when physically fit, except as provided in this Section, may be cause for disciplinary action.
- E. Sick leave shall only accrue when an employee is on compensated regular hours or, in accordance with State and Federal laws, or is on approved military leave. Eight (8) hours of sick leave shall be earned for each calendar month of employment or major fraction thereof. There shall be no maximum accumulation limit. Sick leave may be used in increments of fifteen (15) minutes.
- F. Employees using earned sick leave shall be considered to be working for the purpose of accrual of all benefits.
- G. Employees are eligible for Family and Medical Leave based upon current Federal FMLA and MN Statute. Any changes to Federal FMLA or MN Statute will be reflected in the City policy.

#### **ARTICLE 16 – UNUSED SICK LEAVE**

**For employees hired prior to January 1, 2013:** When an employee terminates employment after ten (10) years of regular full-time or regular part-time employment with the City of Rochester, the City will convert forty percent (40%) of the employee's unused sick leave balance to be deposited to an individual Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).

After ten (10) years of service, the dollar value of accumulated sick leave hours will be equal to forty percent (40%) of the total accumulated sick leave hours at the time of termination/retirement multiplied by the employee's hourly rate of pay at the time of termination/retirement. Regular part-time employees (those regularly scheduled for twenty

[20] to thirty-nine [39] hours per week) and who are not designated as temporary or seasonal will be eligible to convert forty percent (40%) of their accumulated sick leave.

**For employees hired on or after January 1, 2013:** All employees who have accrued ten (10) or more continuous years of full-time or regular part-time service with the City, except those who are discharged for cause, shall convert forty percent (40%) of the employee's first twelve hundred (1200) hours of accumulated but unused sick leave balance upon separation of employment. This amount shall be deposited into an individual Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) and calculated at the employee's regular rate of pay at time of separation.

A HCSP is a tax-free savings account. The account can be used to cover medically necessary expenses and pay health care and long-term care insurance premiums after retirement or termination. The money deposited is tax deferred and payouts are tax free for medically related expenses that the HCSP participant incurs subject to the rules applied by MSRS.

In case of permanent disability of an active employee, as determined by PERA, an amount equal to one hundred percent (100%) of unused sick leave will be deposited in a MSRS Health Care Savings Plan for the use of the employee as governed by MSRS rules. In case of the death of an active employee who has a dependent(s), an amount equal to one hundred percent (100%) of the unused sick leave balance will be paid in cash (less required State and Federal withholdings) to the dependent(s).

## ARTICLE 17 – LEAVES OF ABSENCE

The City shall maintain a policy whereby employees may request and be considered for leaves of absence other than as prescribed as follows:

**A. Bereavement Leave:**

Employees will be eligible for bereavement leave as stated in the City's organizational policy, *Bereavement Leave*.

**B. Military Leave:**

Military leaves of absence will be processed as required by State/Federal law.

**C. Jury Duty:**

When an employee has been absent from work because of jury service, he/she shall be paid his/her regular salary by the City, with the understanding that upon the completion of his/her jury service, he/she shall exhibit his/her jury check to the Head of the Department and that the amount of such check, less the amount included for traveling expenses, shall be deducted from his/her next regular pay check.

**D. Family and Medical Leave Act (FMLA):**

Employees may take Family and Medical Leave based upon current Federal FMLA and MN Statute. Any changes to Federal FMLA and MN Statute will be reflected in the City policy.

**E. Leave Without Pay:**

1. Leave without pay may be granted by the employer. Leaves without pay shall normally be granted only for health, military service, education, or extenuating and extraordinary personal reasons. Each request will be considered on its own merit and the needs of the employee given every consideration.
  2. Department Heads may, at their discretion and in concurrence of the Director of Human Resources or Senior HR Consultant, approve a leave without pay request not to exceed thirty (30) days.
  3. Any absence of more than thirty (30) days shall be approved by the Common Council. In cases where it is determined appropriate, the Common Council will grant an official leave of absence in order to preserve the employee's status as a public employee and their benefit rights under PERA.
  4. Leave without pay shall not constitute a break in service. However, the time off may not count towards merit increases, promotions, or retirement.
  5. An employee shall be reinstated to the position they held at the time a leave was requested.
- F. With management discretion and as per City policy, employees may be eligible to take unpaid or paid leave for the specific purpose of education relative to position, volunteering time to assist with a disaster, and/or job exchange.

**ARTICLE 18 – INSURANCE**

- A. The City will provide term life insurance in an amount equal to the employee's annual salary, rounded to the next higher thousand if not already a multiple thereof subject to a minimum of ten thousand dollars (\$10,000.00) and a maximum of fifty thousand dollars (\$50,000.00). The City will provide ten thousand dollars (\$10,000.00) of additional employer paid life insurance to those employees who have worked twenty (20) years for the City of Rochester as a regular full-time employee providing the insurance amount is within the minimum and maximum amounts noted.
- B. For new eligible employees, health, dental and life insurance coverage shall be effective the first of the month following his/her date of hire.
- C. Whenever an employee is on an authorized leave of absence from City employment for over thirty (30) days and the employee does not qualify for the family or parenting leave based upon FMLA or MN Statute, the employee may elect COBRA continuation coverage. Should an employee elect COBRA continuation, the employee is required to make his/her

first payment for continuation coverage no later than forty-five (45) days after the date of the employee's election for COBRA.

- D. An employee's group insurance coverage shall cease on the last day of the month in which the employee terminates.
- E. It shall be the employee's responsibility for notifying the Human Resources office, in writing, of all desired changes in coverage, prior to their effective date, as well as for making all payments when he/she is temporarily off the payroll, and for making prompt insurance conversion arrangements upon termination of employment.
- F. The City assumes no liability or responsibility for failure to insure or for lapsed or expired insurance coverage in any case.
- G. The City will provide group dental insurance as outlined in the master policy on file in the City Clerk's Office and will pay one hundred percent (100%) of the cost for employee coverage. The dental plan annual coverage maximum was increased effective January 1, 2011 to one thousand fifty dollars (\$1,050.00)

Effective January 1, 2016, the City will contribute the following monthly amounts to the total premium cost for the medical plan coverage options as follows:

<u>Basic Medical Plan Tier</u>	<u>City's Monthly Cost Effective January 1, 2016</u>
Employee Only	92.0%
Employee + Spouse	88.5%
Employee + Child(ren)	88.5%
Family	88.5%
<u>High-Deductible Medical Plan</u>	
Employee Only	92.0%
Employee + Spouse	88.5%
Employee + Child(ren)	88.5%
Family	88.5%

Effective January 1, 2016, the City shall contribute the following amounts to a Health Savings Account for benefit-eligible employees selecting the High-Deductible Health Plan coverage:

<u>High-Deductible Medical Plan</u>	<u>Annual Contribution to HSA</u>
Employee Only	\$1,400.00
Employee + Spouse	\$2,800.00
Employee + Child(ren)	\$2,800.00
Family	\$2,800.00

- H. Eligible employees may enroll in the employee-paid group long-term disability insurance plan as outlined in the master policy on file in the City Clerk's Office.

**ARTICLE 19 – OPTION TO PURCHASE CITY-SPONSORED HEALTH COVERAGE,  
DENTAL COVERAGE, AND/OR LIFE INSURANCE AFTER RETIREMENT**

An employee who retires from regular full-time employment with the City of Rochester may continue to participate indefinitely in the City-sponsored health and/or dental insurance group that the employee participated in immediately prior to retirement. The retiree may receive dependent coverage only if s/he received dependent coverage immediately prior to retirement. A retiree who initially selects dependent coverage may later drop dependent coverage while retaining individual coverage, but the retiree may not drop individual coverage and retain dependent coverage. City-sponsored life insurance may be continued until the retiree's seventy-fifth (75<sup>th</sup>) birthday.

In order to retain City-sponsored health and/or dental coverage or life insurance, the retiree and his/her spouse, if applicable, must authorize the requisite deductions from a checking or savings account in the amount that is designated by the City and may be changed from time to time through written notification from the City.

If a retired employee dies, the surviving spouse may continue to participate in the City-sponsored health and/or dental insurance group that the surviving spouse participated in at the time of the retired employee's death. The surviving spouse must authorize the requisite deductions from a checking or savings account in the amount that is designated by the City and may be changed from time to time through written notification from the City.

For the retiree, until age sixty-five (65), the amount of life insurance coverage which can be purchased is any amount, in thousand-dollar increments, between a minimum of ten thousand dollars (\$10,000.00) and a maximum of the amount of coverage available to the employee on the date of retirement from the City of Rochester. Beginning on a retiree's sixty-fifth (65<sup>th</sup>) birthday, the amount of life insurance coverage is limited by the underwriter to ten thousand dollars (\$10,000.00).

Any life-time maximum benefit designated in the health coverage plan document continues to be applied after retirement.

**ARTICLE 20 – RESIGNATION**

- A. Two (2) weeks shall constitute proper notice for an employee who is planning to resign in good standing.
- B. Unauthorized leave of absence by an employee for three (3) consecutive workdays may be considered by the department as a resignation by such employee.

**ARTICLE 21 – GRIEVANCE PROCEDURE**

A grievance is defined as a complaint raised by an employee against the City or a complaint raised by the City against the Union or an employee, involving the interpretation or application of a specific provision of this Agreement, or a claim by an employee that the City or its management has taken disciplinary action without just cause. Such grievances shall be

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solved in the following manner:

### **Step One**

The aggrieved employee shall present the grievance orally to his/her immediate supervisor, or a management representative designated by the employer, accompanied by a Union representative within twelve (12) working days of the alleged occurrence. The immediate supervisor or the employer designated representative shall give a written response within twelve (12) working days of the Step One meeting.

### **Step Two**

If the grievance is not settled in Step One, the employee or Union may present his/her grievance in writing to his/her Department Head. The written grievance shall give the nature of the grievance describing the violation, misinterpretation, or disagreement and the remedy sought. It must be signed by the aggrieved employee and a Union representative, and it must be presented to the Department Head within ten (10) working days, after the date the immediate supervisor's answer is received. The Department Head shall give a written reply within ten (10) working days after the written grievance was received.

### **Step Three**

In case the grievance is not settled in Step Two, the employee or Union may present his/her grievance within ten (10) working days of receiving the Step Two response to the City Director of Human Resources. The written grievance shall document the nature of the grievance describing the contract violation, misinterpretation, or disagreement and the remedy sought. The Director of Human Resources shall give a written reply within ten (10) working days after the written grievance is received.

### **Step Four**

In the event the grievance is not settled at Step Three, either party must submit the matter to the Bureau of Mediation Services for assistance in resolution of the grievance prior to proceeding to arbitration.

### **Step Five**

In the case the grievance is not settled in Step Four, it shall go to arbitration at the request of the Union. This request must be made to the Director of Human Resources within ten (10) working days of the receipt of the Department Head's reply. If the City and the Union can agree on an arbitrator, such person shall be named as the arbitrator for this grievance. In case both parties cannot agree on an arbitrator within five (5) days, they shall request a list of names from the Bureau of Mediation Services.

The Union and the City will then each strike one (1) name from the list. The Union shall strike the first name. After each party strikes alternate names, the name remaining shall be the arbitrator for this grievance. The arbitrator shall be notified of his/her selection by a joint letter from the City and the Union. The arbitrator shall consider only the specific issue presented to

him/her and shall have no power to add to, subtract from, or modify in any way the terms of this Agreement. The Arbitrator's decision shall be rendered within thirty (30) days of the close of the hearing or submission of written briefs by the parties, whichever is later. It is understood by both parties that:

1. The cost of the Arbitrator shall be paid equally by the City and the Union.
2. Each party shall pay the cost of its witnesses, legal fees, and representatives.
3. The decision of the Arbitrator shall be final and binding.

Grievances presented by the City against the Union or an employee shall be filed in writing with the Union President. If the grievance is not settled to the satisfaction of the City within ten (10) working days, it shall go to arbitration at the request of the City in the same manner and with the same provisions outlined in this Agreement for employee initiated grievances.

### **Choice of Remedy**

If the grievance remains unresolved after Step Three or mediation at Step Four, whichever is applicable, 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 Five or a procedure such as civil service or veteran's preference or human rights. If appealed to any procedure other than Step Five, the grievance is not subject to the arbitration procedure as provided in Step Five.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in *EEOC v. Board of Governors of State Colleges and Universities*, 957 F.2d 424 (7<sup>th</sup> Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, this paragraph of Section D shall be immediately null and void and shall be deleted from this Agreement.

## **ARTICLE 22 – TRAINING**

- A. Subject to the City's determination that reasonable funding exists, the present tuition reimbursement program, as outlined in the City Organizational Policy, shall be maintained for the term of this Agreement. Employees shall be allowed to trade work shifts with other qualified employees in order to attend classes as provided for under this Article. The employee shall be required to notify his/her immediate supervisor of the trading of work shifts a minimum of seven (7) days prior to the trade taking place. The Department Head or designee shall determine if the person trading work shifts is qualified to perform the required work of the person requesting the trade of work shift(s).
- B. Department Heads have the discretion to approve other developmental training courses relevant to an employee's job responsibilities. One consideration, among others, for this decision will be available budget funds.

### **ARTICLE 23 – MILEAGE**

The City will attempt to provide the employee and the employee shall be obligated to use a vehicle provided by the City. However, if a City vehicle is not available and an employee is obligated to use his/her vehicle for the performance of his/her duties, the City shall reimburse the employee for such use at the rate established by the City Council for all City employees.

### **ARTICLE 24 – UNFAIR PRACTICES AND WAIVER OF BARGAINING**

- A. Both parties agree that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to or not referred to in this Agreement during its term.
- B. Both parties fully recognize and acknowledge the terms and conditions of the Public Employment Labor Relations Act (Minnesota Statutes §179A) and that upon claim of violation thereof either party may invoke the provision of the grievance procedure herein set forth.

### **ARTICLE 25 – SAVING CLAUSE**

If any provision or portion of this Agreement be rendered or be declared illegal by reason of any existing or subsequent statute, or by decision of a court, such invalidation shall not affect the remaining provision or portions of this Agreement.

### **ARTICLE 26 – TERM OF AGREEMENT**

- A. The Agreement shall be effective as of the 1<sup>st</sup> day of January 2017 and shall remain in effect through the 31<sup>st</sup> of December 2018.
- B. This Agreement shall automatically be renewed from year to year thereafter, unless either party wishes to re-open negotiations. Either party may re-open negotiations by notifying the other party in writing of their intention at least sixty (60) calendar days before the expiration date of the current agreement year.

### **ARTICLE 27 – NO STRIKE**

The Union agrees for itself and its individual members, that during the term of this Agreement none of its officers or members shall instigate, authorize, call, support, maintain, or take part in any strike, walk-out, work stoppage, curtailment or slowdown or impeding of work, boycott, picketing of City premises, or other action which may interrupt or interfere with any of the operations of the City for any reason whatever.

The City may terminate the employment or otherwise discipline any employee, who foments, instigates, incites, calls, supports, or participates in any act forbidden in the paragraph above.

The Union agrees that it shall use its best efforts to prevent any act(s) forbidden in the

paragraph above on the part of any employee or group of employees, and that in the event that such act(s) take place by any employee or group of employees, the Union further agrees that it shall use its best efforts to cause an immediate cessation thereof.

## **ARTICLE 28 – PART-TIME EMPLOYEES**

- A. For the purpose of administering this Article, part-time employees shall be those employees who are employed for fourteen (14) hours but less than twenty (20) hours per week and who have worked sixty-seven (67) days in a calendar year or one hundred (100) days in a calendar year in the case of students as defined in the PELRA law. An employee who becomes eligible to participate in AFSCME as a regular member or on a fair-share basis as defined by MN PELRA, retains that eligibility throughout his/her part-time employment.
1. The rate of pay for those employees as defined above shall be as found in Appendix B of this Agreement. The first step adjustment will be given at six (6) months, the second step at one (1) year and annually thereafter on the anniversary date until the highest step is reached.
  2. Employees as defined in this Article shall receive all benefits of this Agreement on a pro-rata basis, based on actual hours worked, but at no time shall earn more than a regular part-time or full-time employee, regardless of the number of hours actually worked. These employees have the right to decline additional hours.
  2. Holidays will be prorated for all regular part-time employees (AFSTEM) based on a standard work schedule of eighteen and a half (18.5) hours per week and will be paid in the payroll cycle that the holiday occurred. (Article 12, G does not apply to AFSTEM employees who may or may not be scheduled to work on said holidays.)
  3. Part-time employees may carry over up to thirty-two (32) hours of accrued vacation at the end of the last pay date of the year with any remaining balance forfeited.
  4. Employees as defined in this Article shall not be eligible for nor shall they have access to benefits as outlined in Articles 14 – Injury on Duty, 16 – Unused Sick Leave, 18 – Insurance, and 22 – Training.

## **ARTICLE 29 – WAGES**

- A. Effective the first full pay period of January 2017, the new wage grid (Appendix A) will be implemented which reflects a two and three-quarters percent (2.75%) general increase in 2017 and a three percent (3.0%) general increase in 2018. Employees covered by this Agreement shall be placed in their proper grade and step unless the corresponding pay rate is off step in January 2017. In that case, the employee will be placed at the next highest step.
- B. For those employees whose 2016 pay rate does not align with the correct “grade level” in the new grid, their pay rates will be grandfathered at the current grade level in effect as of
-

March 1, 2016. Any new employees hired after March 1, 2016 will be placed in the proper pay grade.

- C. Steps will be based on acceptable performance.
- D. Annual evaluations shall be completed by the pay period in which the employee's anniversary date falls. If the employer fails to complete an employee's evaluation, then the employee will receive the next step adjustment no later than the following pay period.
- E. To be eligible for the general wage increase, the employee must be employed by the City prior to March 31<sup>st</sup> of the first year of the successor contract and on the date of ratification of this Agreement by both parties.

### **ARTICLE 30 – DISCIPLINARY**

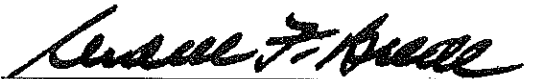
No employee shall be disciplined except for just cause.

SIGNATURE PAGE

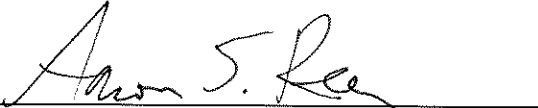
This Agreement is entered into between the City of Rochester and the American Federation of State, County, and Municipal Employees - AFSCME - Local 319.

Dated at Rochester, Minnesota this 27 day of April, 2016.

FOR THE CITY:

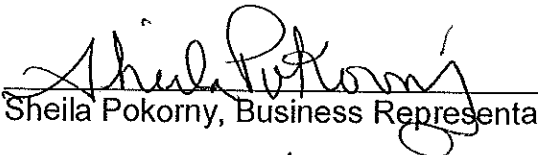


Ardell Brede, Mayor

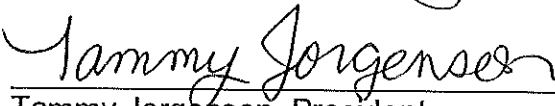


Aaron Reeves, City Clerk

FOR AFSCME, Local 319:

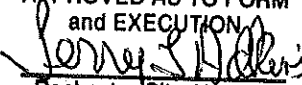


Sheila Pokorny, Business Representative



Tammy Jorgenson, President

APPROVED AS TO FORM  
and EXECUTION

  
Terrey S. Adams  
Rochester City Attorney

## APPENDIX A

### AFSCME

Pay Grade	Job Description
1	Administrative Assistant I Library Assistant I
2	Accounting Clerk/Finance Library Assistant II Volunteer & Training Assistant (RPL)
3	Accounting Clerk Administrative Assistant II Administrative Services Associate Insurance/Purchasing Clerk Library Associate I
4	Parking Warrants & Violations Clerk Accounting Technician Automation Services Associate Land Development Specialist Library Associate II PC Support Technician
5	Librarian I Librarian I/Driver
6	No positions assigned

Wage Grid Effective First Full Pay Period 2017							
	A	B	C	D	E	F	G
Grade	Start	+1 Year	+1 Year	+1 Year	+1 Year	+1 Year	+1 Year
1	\$ 19.33	\$ 19.97	\$ 20.63	\$ 21.66	\$ 22.76	\$ 23.90	\$ 25.09
2	\$ 21.06	\$ 21.75	\$ 22.43	\$ 23.55	\$ 24.69	\$ 25.92	\$ 27.27
3	\$ 22.80	\$ 23.55	\$ 24.30	\$ 25.51	\$ 26.80	\$ 28.14	\$ 29.59
4	\$ 24.49	\$ 25.36	\$ 26.22	\$ 27.34	\$ 28.50	\$ 29.74	\$ 31.28
5	\$ 26.59	\$ 27.75	\$ 28.92	\$ 30.11	\$ 31.37	\$ 32.68	\$ 34.05
6	\$ 28.91	\$ 29.92	\$ 30.97	\$ 32.13	\$ 33.41	\$ 34.75	\$ 36.15

**Wage Grid Effective First Full Pay Period January 2018**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
<b>Grade</b>	<b>Start</b>	<b>+1 Year</b>	<b>+1 Year</b>	<b>+1 Year</b>	<b>+1 Year</b>	<b>+1 Year</b>	<b>+1 Year</b>
<b>1</b>	\$ 19.91	\$ 20.57	\$ 21.25	\$ 22.31	\$ 23.44	\$ 24.62	\$ 25.84
<b>2</b>	\$ 21.69	\$ 22.40	\$ 23.10	\$ 24.26	\$ 25.43	\$ 26.70	\$ 28.09
<b>3</b>	\$ 23.48	\$ 24.26	\$ 25.03	\$ 26.28	\$ 27.60	\$ 28.99	\$ 30.48
<b>4</b>	\$ 25.22	\$ 26.12	\$ 27.01	\$ 28.16	\$ 29.36	\$ 30.63	\$ 32.22
<b>5</b>	\$ 27.39	\$ 28.59	\$ 29.79	\$ 31.01	\$ 32.31	\$ 33.67	\$ 35.07
<b>6</b>	\$ 29.78	\$ 30.82	\$ 31.90	\$ 33.09	\$ 34.41	\$ 35.79	\$ 37.23



## APPENDIX B

### AFSTEM

#### 2.75% Increase effective first full pay period of 2017

<b>2017</b>							
	<b>JOB DESCRIPTION</b>		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
		<b>Start</b>	<b>1 Yr.</b>	<b>2 Yrs.</b>	<b>3 Yrs.</b>	<b>4 Yrs.</b>	<b>5 Yrs.</b>
<b>1</b>	Shelver	\$10.91	\$11.29	\$11.66	\$12.08	\$12.56	\$13.06
<b>2</b>	Library Aide I Book Mender	\$11.70	\$12.11	\$12.55	\$12.97	\$13.49	\$14.05
<b>3</b>	Library Aide II	\$12.22	\$12.63	\$13.06	\$13.53	\$14.05	\$14.63
<b>4</b>	Library Aide III	\$12.95	\$13.34	\$13.74	\$14.15	\$14.57	\$15.01
<b>5</b>	Part-Time Librarian Bookmobile Driver	\$18.61	\$19.16	\$19.74	\$20.33	\$20.94	\$21.57
<b>6</b>	Automation Services Assistant	\$23.18	\$24.35	\$25.57	\$26.86	\$28.18	\$29.59

#### 3.0% Increase effective first full pay period of 2018

<b>2018</b>							
	<b>JOB DESCRIPTION</b>		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
		<b>Start</b>	<b>1 Yr.</b>	<b>2 Yrs.</b>	<b>3 Yrs.</b>	<b>4 Yrs.</b>	<b>5 Yrs.</b>
<b>1</b>	Shelver	\$11.24	\$11.63	\$12.01	\$12.45	\$12.93	\$13.45
<b>2</b>	Library Aide I Book Mender	\$12.05	\$12.48	\$12.92	\$13.36	\$13.90	\$14.47
<b>3</b>	Library Aide II	\$12.58	\$13.01	\$13.45	\$13.94	\$14.47	\$15.07
<b>4</b>	Library Aide III	\$13.33	\$13.74	\$14.15	\$14.57	\$15.01	\$15.46
<b>5</b>	Part-Time Librarian Bookmobile Driver	\$19.17	\$19.74	\$20.33	\$20.94	\$21.57	\$22.21
<b>6</b>	Automation Services Assistant	\$23.88	\$25.08	\$26.34	\$27.67	\$29.03	\$30.48

Eligible current employees will move to the next highest step on their anniversary date in 2017 and 2018.