

2020

AGREEMENT BETWEEN

THE CITY OF SAUK RAPIDS, MINNESOTA

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL**

EMPLOYEES, AFL-CIO

LOCAL UNION NO. 748



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PREAMBLE

This agreement is entered into by and between the City of Sauk Rapids, hereinafter referred to as the employer, and Local 748, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the union.

ARTICLE 1 Purpose of Agreement

It is the intent and purpose of this agreement to:

- A. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- B. Place in written form the parties agreement upon terms and conditions of employment for the duration of this agreement; and
- C. Promote and insure harmonious relations, cooperation and understanding between the employer and the employees.

ARTICLE 2 Recognition

- 2.1 The employer recognizes the union as the exclusive representative for collective bargaining purposes of all employees of the City of Sauk Rapids whose service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 days per work year, excluding sworn Peace Officers of the Police Department, confidential employees, supervisory employees and temporary and seasonal employees as defined in 3.7A and 3.7B.
- 2.2 The employer shall not enter into agreement with the employees coming under this jurisdiction, either individually or collectively, which, in any way, conflicts with the terms and conditions of this agreement.
- 2.3 The employer recognizes the union as the representative for all employees identified in 2.1 and will negotiate terms and conditions of employment for all newly created positions.

ARTICLE 3 Definitions

- 3.1 Union: the American Federation of State, County and Municipal Employees, Local 748.

- 3.2 Employer: City of Sauk Rapids.
- 3.3 Union Member: a full or part time employee of the City meeting the definition of 2.1.
- 3.4 Employee: a member of the bargaining unit covered by this agreement.
- 3.5 Regular Full-Time Employee: an employee who has successfully completed a six-month probationary period and works 40 hours per week.
- 3.6 Probationary Employee: an employee who has not completed the probationary period.
- 3.7 Part-Time Employee: an employee who regularly works less than 40 hours per week.
 - A. Temporary Employee: an employee who is hired on a seasonal basis for a period not in excess of 67 working days in any calendar year. In no case will a temporary employee work more than 100 working days in a calendar year. If a temporary employee works in excess of 67 working days in a calendar year, such event will not transform that employee into a member of the bargaining unit.
 - B. Regular Part-Time Employee: an employee who works more than 1040 hours in a calendar year. Benefits prorated after 1040 hours include sick leave, holidays, vacation and other leaves of absence.
- 3.8 Union Officer: duly appointed or elected officer of AFSCME Local 748.
- 3.9 Grievance: a dispute or disagreement regarding the interpretation or application of the specific terms and conditions of this agreement.
- 3.10 Departments: Finance, Buildings, Community Development, Liquor Store, Public Works, and Utilities, or as determined by the City.
- 3.11 Divisions:
 - Public Works: Streets, Parks, Engineering, Mechanic, and Floater or as determined by the City.
 - Utilities: Sewer, Water, or as determined by the City.

ARTICLE 4
Union Security

- 4.1 The employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly union contributions. Such monies shall be remitted as directed by the union.

- 4.2 The employer shall deduct from the pay of those employees who are not union members a *fair share fee* that does not exceed 85% of the regular monthly union dues and shall remit such monies to the duly designated officer of the union.
- 4.3 The union agrees to indemnify and hold the employer harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken or not taken under subsections 4.1 and 4.2 of this article.
- 4.4 There shall be no discriminations against any employee because of race, creed, sex, color, political beliefs, disability, and membership or non-membership of the union.
- 4.5 The union may designate employees from the bargaining unit to act as steward/s and alternate/s and shall inform the employer in writing of such choice and changes in the position of steward and/or alternate.
- 4.6 The employer shall make space available on the employee bulletin board for posting union notices and announcements.
- 4.7 Union representatives shall have access to the premises of the employer at reasonable times and subject to reasonable rules in connection with official union business.

ARTICLE 5
Employer Authority

- 5.1 The employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial function not specifically limited by this agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this agreement shall remain solely within the discretion of the employer to modify, establish or eliminate.

ARTICLE 6
Grievance Procedure

- 6.1 *Definition of Grievance:* a grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this agreement.
- 6.2 *Union Representatives:* the employer shall recognize representatives designated by the union as the grievance representatives of the bargaining unit having the duties and

responsibilities established by this article. The union shall notify the employer in writing of the names of such union representatives and of their successors when so designated as provided by 4.5 of this agreement.

- 6.3 *Processing of a Grievance:* The aggrieved employee and a union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the employer during normal working hours provided that the employee and the union representative have notified and received the approval of the designated supervisor.

A reasonable attempt shall be made to resolve grievance situations prior to submitting the grievance in writing. If an employee sees a grievance situation being created, the employee and the union steward shall present their concern or findings to the department head for possible resolution.

- 6.4 *Procedure:* grievances, as defined by section 6.1, shall be resolved in the following manner:

STEP 1: the union steward, with or without the aggrieved employee, shall, within 20 working days after the events giving rise to the grievance have occurred, present the grievance to the employee's department head. The department head and the union steward, with or without the grieving employee, shall meet and discuss the grievance. Within 10 working days after this meeting, the department head shall respond in writing to the union steward. A grievance not resolved in Step 1 may be appealed in writing to Step 2 by the union, within 10 working days after the department head's answer in Step 1. Any grievance not appealed in writing to Step 2 by the union within 10 working days shall be considered waived.

STEP 2: a grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provisions of the agreement violated and the remedy requested. This written grievance shall be presented by the union to the City Administrator and discussed with him/her within 10 working days after the department head's answer in Step 1 was due. The City Administrator shall give the employer's Step 2 answer in writing to the union within 10 working days following the discussion with the union.

STEP 3: a grievance not resolved in Step 2 and appealed to Step 3 shall be presented in writing by the union to the City Council within 10 working days after the City Administrator's answer in Step 2 was due. Representatives from the Council will meet with and respond to the union within 15 working days unless both parties agree not to meet in person and agree to correspond in writing.

STEP 4: if the grievance is not resolved in Step 3, the union may, within 10

working days after the City Council's answer in Step 3 was due, request mediation by the State Bureau of Mediation Services, giving written notice to the employer.

STEP 5: a grievance not resolved in Step 3 or Step 4 and appealed to Step 5 shall be submitted to arbitration within 20 working days after the City's answer in the previous step was due subject to the provisions Public Employment Labor Relations Act of 1971, as amended. The selection of the arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Labor Relations Act.

6.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this agreement. The arbitrator shall consider and decide only the specific issue/s submitted in writing by the employer and the union and shall have no authority to make a decision on any other issues not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 20 calendar days following close of the hearing or submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on the employer and the employee.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the employer and the union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be borne equally.

6.6 Waiver: if a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the employer's last answer.

If the employer does not answer a grievance or an appeal thereof within the specified time limits, the union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the employer and the union.

- 6.7 **Choice of Remedy:** if the grievance remains unresolved after Step 3 and Step 4, 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 5 of Article 6, or a procedure such as: Merit System, Veterans Preference or Fair Employment.

If appealed to any procedure other than Step 5 of Article 6, the grievance is not subject to the arbitration procedure as provided in Step 5 of Article 6. The union and the aggrieved employee shall indicate in writing which procedure is to be utilized — Step 5 of Article 6, or another appeal procedure — and shall sign a statement to the effect that the choice of any other hearing precludes the union and the aggrieved employee from making a subsequent appeal through Step 5 of Article 6.

ARTICLE 7

Hours of Work

- 7.1 **Liquor Store:** the standard work period for liquor store personnel shall be 80 hours in a two-week period. A weekend (Friday evening and Saturday) shall be scheduled off at least once a month for full-time employees. In addition, a week of day shifts shall be scheduled once each month for each full-time employee.
- 7.2 **Public Works, Utilities, Finance, Buildings, and Community Development:** The standard work period for these employees shall be five consecutive eight hour days, Monday through Friday.
- 7.3 **Rest Periods:** All employees shall receive two 15-minute rest periods or one 30-minute rest period in each eight-hour shift, at times designated by the immediate supervisor.
- 7.4 **Police Community Service Officer and Fire Marshal:** the standard work period for community service officers and fire marshals shall be 40 hours per week with a minimum of eight hours between scheduled shifts. Scheduling shall be approved by the Department Head.
- 7.5 **Exempt Employees:** The normal work week shall be Monday through Friday, eight hours per day however adjustment to the work schedule may occur when appropriate, based on the needs of the position duties, and after consultation and approval of the Supervisor. This may include work in the evenings and on weekends.

ARTICLE 8
Overtime and Premium Pay

- 8.1 All work performed by employees, other than the liquor store, in excess of eight hours per day or 40 hours per week shall be considered as overtime and shall be compensated for at one and one-half times the employee's regular straight time rate of pay. When determining hours worked on a particular workday, comp time, vacation time, paid or unpaid leave time, or paid holidays taken on that day shall not be considered hours worked. For example, an employee may not take off two hours for a dentist appointment and then work two hours later that same day at the overtime rate. However, when determining hours worked for a particular week, comp-time, vacation time, paid or unpaid leave time and paid holidays taken during that week shall be considered hours worked.
- 8.2 All work performed by liquor store personnel in excess of 40 hours in any seven day period shall be considered overtime and shall be compensated for one and one-half times the employee's regular straight time rate of pay. When determining hours worked on a particular workday, comp time, vacation time, paid or unpaid leave time, or paid holidays taken on that day shall not be considered hours worked. For example, an employee may not take off two hours for a dentist appointment and then work two hours later that same day at the overtime rate. However, when determining hours worked for a particular week, comp-time, vacation time, paid or unpaid leave time and paid holidays taken during that week shall be considered hours worked.
- 8.3 All overtime must be authorized in advance by the employee's immediate supervisor and no employee shall be required to take time off to avoid paying her/him overtime.
- 8.4 Employees shall have two consecutive days off each week so far as possible.
- 8.5 Overtime compensation due under this article may be taken in the form of equivalent compensatory time off at times mutually agreed upon by the employee and her/his immediate supervisor.
- 8.6 An employee reporting for work in accordance with the schedule, without having been previously notified not to report shall receive a minimum of two hours of straight time pay.
- A. An employee called back to work shall be paid a minimum of two hours at the employee's regular hourly rate of pay.
- 8.7 All work performed by all employees on a holiday shall be paid for at two times the employee's regular rate plus holiday pay for the time worked. All work performed by the Public Works and Utilities personnel between 12:01 a.m. Sunday and midnight on

Sunday shall be paid for at two times the employee's regular straight time hourly rate of pay.

- 8.8 Overtime shall be divided as equally as possible considering the skills required among employees in the same division. Overtime shall be offered to regular full-time employees before a part-time employee is called. The Public Works Department and Utilities Department shall post an up-to-date list showing overtime hours in each division and it shall be posted monthly in a prominent place in each department. The overtime list shall be current with the employee's current home telephone number. Whenever overtime is required, the person with the least amount of hours in that division will be called first and so on down the list. Overtime of a non-emergency nature will be considered a voluntary matter for employees. Employees who chose not to work voluntary overtime shall not have it charged against their accumulation of overtime hours in the event they choose not to work. In the event employees on the overtime list all would decline the voluntary overtime, the employee with the least seniority, considering the skills required, shall be required to do the overtime work. For the purpose of this section, all snow plowing, street sanding, sewer back-ups, water leaks and the placement of street signs or barricades shall be considered examples of work of an emergency nature.

When additional employee/s are needed out of a different division to perform overtime, the overtime shall be offered to the qualified employee with the lowest accrual of overtime from other divisions within the Public Works and Utilities departments. An exception to this would be overtime for snow and ice control.

In the event the employee with the required skills who has the least amount of overtime hours and is available and not called out, the employee shall be paid equal to the number of called out hours at the aggrieved employee's rate of pay.

- 8.9 Water and Sewer Maintenance employees that are required to be on-call for a 24-hour period will receive one hour at the employees current hourly rate of pay per day for each 24-hour period.
- 8.10 Accrued compensatory hours banked may not exceed 100 hours. Compensatory hours accrued in excess of the 100 hour bank shall be paid out at the overtime rate.
- 8.11 Exempt employees are not eligible for overtime.

ARTICLE 9

Holidays

- 9.1 Regular employees shall receive eight hours pay at their regular straight time hourly rate for each of the following holidays they are not required to work:

New Years Day	January 1
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Good Friday	(Four hours off)
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	
December 25th	

- 9.2 Bargaining Unit employees shall also be given December 24th off. It is not considered a holiday. If December 24th falls on a Monday, Tuesday, Wednesday, or Thursday, Bargaining Unit employees will get that day off at their regular rate of pay. If an employee is called in to work on a December 24th falling on a Monday, Tuesday, Wednesday, or Thursday the employee shall receive comp time equivalent to the number of hours the employee worked.

Compensation for Holidays under this Article for Liquor store employees shall be governed by 9.5 and 9.8 herein.

- 9.3 A holiday falling on Saturday shall be observed on the preceding Friday. A holiday falling on Sunday will be observed on the following Monday.
- 9.4 To receive holiday pay, an eligible employee must be at work or on a paid leave on the workdays immediately preceding and following the day on which the holiday is observed.
- 9.5 The liquor store will close at the discretion of the Liquor store manager on December 24th. Full-time employee hours for that day shall be scheduled during the day. If a liquor store employee works December 24th, that employee, in addition to their wages earned that day, shall receive comp time equivalent to the number of hours the employee worked. Any hours worked by full-time employees after 4:00 P.M. on December 24th shall be paid at the rate of time and one-half.
- 9.6 All holidays earned must be taken in the calendar year during which they are earned.
- 9.7 Any employee who works on a holiday shall be paid at the rate of two times the regular hourly rate, plus holiday pay, or compensatory time off at the equivalent rate of time.

- 9.8 Due to the unique nature of the municipal liquor store as an enterprise fund and a business operation the following will apply to its full-time employees. All holidays shall be observed on the day they occur. When a full-time liquor store employee is scheduled to work on a holiday she/he shall receive one and one half times their regular rate of pay for all hours worked. If the employee works on Memorial Day, Fourth of July, or Labor Day the employee shall receive an additional day off with pay in recognition of the holiday. When a holiday falls on a regularly scheduled day off for full-time liquor store employees, a day off with pay will be scheduled for the employee as a substitute holiday and such day off shall be scheduled by mutual agreement.
- 9.9 Personal Leave Day: Each employee shall receive one eight hour personal leave day with pay to be scheduled with the approval of their supervisor. This day shall be used within the Calendar year and shall not carry over from year to year. This day shall not be considered a Holiday.

Employees shall provide their immediate supervisor with two days advance notice of a desire to use the personal leave day.

ARTICLE 10
Vacations

- 10.1 Vacation Accrual: Employees shall accrue vacation bi-weekly, on a calendar basis as follows:

<u>Service</u>	<u>Per Pay Period</u>	<u>Annual Accrual</u>
<u>Start date</u>	1.54 hrs	varies per hire date
<u>January 1st following start date</u>	3.08 hrs	10 days (80 hours)
<u>January 1st following the anniversary date:</u>		
After one year	3.38 hrs	11 days (88 hours)
After two years	3.69 hrs	12 days (96 hours)
After three years	4.62 hrs	15 days (120 hours)
After nine years	4.92 hrs	16 days (128 hours)
After 10 years	5.23 hrs	17 days (136 hours)
After 11 years	5.54 hrs	18 days (144 hours)
After 12 years	5.85 hrs	19 days (152 hours)
After 13 years	6.15 hrs	20 days (160 hours)
After 16 years	6.46 hrs	21 days (168 hours)
After 19 years	7.69 hrs	25 days (200 hours)
After 29 years	9.23 hrs	30 days (240 hours)

- ♦ Vacations shall only be taken after the time has been earned.
- ♦ Years of service shall mean consecutive employment as a full-time employee.
- ♦ Earned vacation days may be used in one (1/4) hour increments, with approval of the immediate supervisor.

- 10.2 When a paid holiday falls during an employee's vacation period, she/he shall not be charged a day of paid vacation.
- 10.3 On December 31st of each year, employees with less than 10 years of service can carry over a maximum of 80 hours; employees with 10+ years of service can carry over a maximum of 120 hours. Earned vacation exceeding this carry over amount will be forfeited.

ARTICLE 11
Sick Leave, Leaves of Absence

- 11.1 Sick leave with pay shall be earned by each regular full-time employee at the rate of eight hours for each full month of service.
- 11.2 Sick leave benefits shall be granted to regular part-time employees on a pro-rata basis.
- 11.3 Sick leave shall be granted for the following:
- A. Actual illness
 - B. Up to three days per incident in the case of illness of any member of the employee's immediate household.
 - C. To supplement benefits received under Workers Compensation up to an amount equal to the difference between such benefits and the employee's normal pay. Employees who receive Workers Compensation while being paid sick leave by the City of Sauk Rapids will be obligated to report those check amounts to the City of Sauk Rapids at which time an equal amount of money will be subtracted from the gross pay of the employee's next pay check before taxes and other deductions are made.
- The value of the Workers Compensation check divided by the employee's hourly rate determines the amount of sick leave that will be credited to the employee's sick leave accrued amount.
- 11.4 A doctor's certificate may be required for sick leave absences of more than three days in duration.

Additional information pertaining to leaves of absences may be found in the City Personnel Policies and such policies may be amended from time to time in the City's sole discretion.

- 11.5 Paid sick time cannot be borrowed before it is accrued. A maximum of 900 hours may be accumulated for severance pay purposes. Accumulations greater than 900 hours at the end of each calendar year will be handled as follows:

50% in cash payment and 50% banked until a maximum banked accumulation balance of 300 hours. The total combined accumulated sick leave balances may not exceed 1,200 hours. The sick leave hours to be paid out as referenced above will be paid on the first regularly scheduled payroll after year-end at the employee's pay rate on December 31 of the previous year.

Employees with total sick leave accumulations greater than 1,200 hours on January 1, of each year will be paid out 50% of these hours as a cash payment and 50% will be forfeited.

Example:	Severance Balance	Banked Hours	50% Hours Paid Out
Balance @ 01/01/year	900	100	0
Net Earned/Unused year end		40	40
Balance @ 01/01/next year	900	140	0

**ARTICLE 12
Medical/Life Insurance**

- 12.1 The employer will provide insurance benefits to the employees from the current negotiated insurance plan, or an insurance plan with equivalent coverage, providing employee and dependent medical coverage, hospital care and other services spelled out in the current negotiated insurance plan. Each October 1st, either the City or Union may request negotiation with respect to insurance coverage.
- 12.2 Life Insurance Premiums: The employer will pay the entire premiums for the life insurance coverage for the employee and dependents with a value of \$50,000.00 for the employee, \$10,000.00 for the spouse and \$5,000.00 for dependents over the age of six months. The life insurance policy and reduction in benefits shall be administered according to its terms.
- 12.3 The employer will pay 90% of the premium for the current negotiated insurance plan or

equivalent for the employee and their dependents. The employee will pay the remaining 10%.

- A. Medical Reimbursement Allowance — Individual: the city will pay, medical reimbursement of up to \$950 per employee on an annual basis (prorated for new employees) related to the health insurance provided by the City of Sauk Rapids. The city will reimburse out of pocket, covered expenses, incurred by the employee including annual eye exams, upon proof of billings or paid receipts from the employee, up to \$950 annually per employee.
 - B. Medical Reimbursement Allowance — Group: the city will also allocate an additional \$50 per employee each January to reimburse up to an additional \$250 per employee per annum for such expenses for employees who exceed their individual \$950 amount. Requests for reimbursement from this allowance may only be made on a first come first served basis and will be available only to the extent funds remain available from the city's \$50 per employee allowance each year (and as carried over from previous year). Any unused amounts from the fifty dollars (\$50) per employee allowance will accrue and carry over into successive years until the total accrued amount equals \$250 for each full-time employee, at which time unused amounts will no longer accrue.
 - C. Limitations: the employees will pay for all additional co-pays, deductibles and out-of-pocket expenses without reimbursement over and above the available medical reimbursement amounts. Any monies allowed but unused for employee medical reimbursement after December 31st will remain in the city's general fund to be expended for other city expenses in the sole discretion of the City Council.
- 12.4 The employer shall provide and pay for the entire premiums for dental insurance provided by the current negotiated insurance plan or equivalent coverage for employee and dependents. Each October 1st, either the City or Union may request negotiation with respect to dental insurance.
- 12.5 The employer shall provide all full-time employees with long-term disability insurance coverage providing at least 60% of covered monthly earnings to a maximum monthly benefit of \$3,000. The benefit period shall be to age 65 and integrated with Social Security and Workers Compensation. The qualifying period shall be three months with a 3% COLA. The employer shall pay the premium.

ARTICLE 13
Funeral Leave — Leave of Absence

13.1 In the event of the death of the immediate family, a regular, full-time employee may take as funeral leave, without deduction from sick leave, three (3) work days, one of which is the day of the funeral, with pay, provided that they are regularly scheduled work days. Additional time up to a maximum of three (3) days of sick leave may be used when needed upon approval of the Department Head. "Immediate family" is to be defined as the employee's Husband or Wife and the employee's biological or step:

Mother, Father, Child(ren), Sister, Brother, Grandchild(ren), Grandparents, and
Mother/Father-in-law

Additional time up to a maximum of three (3) days of sick leave may be used when needed upon the approval of the Department Head.

13.2 An employee may use one (1) day of sick leave to attend the funeral of the employee's spouse's grandparents or close relative. Close relative is defined as the employee's:

Aunt, Uncle, First Cousin, Niece, Nephew, Sister/Brother-in-law, Step-Sister/Brother-in-law.

Additional time up to a maximum of three (3) days of sick leave may be used when needed upon the approval of the Department Head.

13.3 A regular employee selected to be a pall-bearer for a deceased employee of the city will be allowed adequate time to serve up to one funeral leave day with pay, not to be deducted from sick leave, or up to four hours for honorary pall-bearer.

13.4 Unpaid leave of absence for reasonable periods as determined by the employer and not to exceed one year may be granted without loss of seniority for:

- A. Parental leave in three-month increments;
- B. Illness Leave, physical or mental;
Such leave may be extended at the discretion of the employer.
- C. Parenting leave without pay up to six weeks may be taken by an employee who has been employed for at least 12 months and who is a natural or adoptive parent, provided it is taken in conjunction with the birth or adoption of a child. Such leave may not begin more than six weeks after the birth or adoption.

Employer will comply with all State and Federal laws governing leaves of absence.

- 13.5 Jury Duty. Employees called to serve on a jury shall be paid the difference between their normal earnings and compensation received for such jury duty.

ARTICLE 14
Seniority

- 14.1 Seniority shall be defined as an employee's length of continuous service within the bargaining unit since her/his last date of hire.
- 14.2 New employees hired shall be considered as probationary employees for the first six months of their employment. When an employee finishes the probationary period, she/he shall be entered on the seniority list and shall rank in seniority from the six months prior to the date she/he completes the probationary period.
- 14.3 Seniority shall not be affected by the race, creed, sex, disability, marital status or dependents of the employee, but will be applied by department before overall bargaining unit seniority applies.
- 14.4 The seniority list, on the date of this agreement, shall show the names of all employees of the bargaining unit entitled to seniority. The employer will provide the union with an up-to-date copy of the seniority list upon request.
- 14.5 An employee shall lose her/his seniority for the following reasons only:
- A. She/he resigns.
 - B. She/he is discharged and the discharge is not reversed through the grievance procedure set forth in this agreement.
 - C. She/he is absent for three consecutive working days or four calendar days without notifying the employer; in proper cases, exceptions will be made. After such absence, the employer will send written notification to the employee at her/his last known address that she/he has lost her/his seniority and her/his employment has been terminated. If the disposition of such a case is not satisfactory the matter may be referred to the grievance procedure.
 - D. If she/he does not return to work when recalled from layoff as set forth in the recall procedure; in proper cases, exceptions may be made.
 - E. Return from sick leave or leave of absence shall be treated the same as 14.5C above.

ARTICLE 15
Workforce

15.1 Vacancies, New Positions, Promotions

- A. New positions and vacancies shall be posted on the employee bulletin board in each department and employees shall have seven calendar days in which to apply. Vacancies created by layoff where bumping occurs and employees are changing jobs will be posted for two working days during which the employee must apply in writing for the position.
- B. The senior employee in the department where the new position or vacancy occurs who applies shall be given preference if qualified for the vacancy or new position.
- C. If it becomes necessary in filling the vacancy or new position to bypass the senior employee in the department who applies, reasons for doing so shall be given in writing to the employee along with a copy to the union.
- D. An employee selected for the vacancy or new position shall have thirty (30) working days for a trial period for a new job and may elect to return to her/his former position within that period. If the employee is unsatisfactory in the position, notice of the reasons shall be submitted to the union in writing by the employer along with a copy to the employee. A determination by the employer within the trial period that the employee is not qualified shall be subject to a grievance procedure set forth in article 6. During the trial period, the employee will be paid according to Article 16, sections 16.9 and 16.10.

15.2 Layoff and Recall:

- A. The word layoff shall mean a reduction in the working force due to a decrease of work, reorganization or restructuring, any department of the city.
- B. In the event the employer decides to reduce the number of persons or to reduce the number of hours in the work week within a department the employer shall notify Local 748 thirty (30) days in advance of the reductions or cut backs. During the 30-day period the employer and the union shall meet and confer to discuss alternatives to layoff or reduction in the work force or hours in the workweek. In the event of a layoff all temporary and part-time non-union positions will be laid off first.

An employee with more seniority may bump or displace a less senior employee if their position has been affected by the layoff. The employee may first bump

within their current department, if there are no positions or employees less senior within the department to bump the employee may bump into another department provided that the senior employee is qualified to perform the work involved. Senior employees who bump less senior employees will be given six months to qualify.

- C. When the work force is increased for any reason, or a vacancy is created and the employer determines it will fill the vacancy, employees will be recalled in department seniority first then in any other department, provided they can do the work. The order of recall will begin with the employee with the most seniority and so on in the reverse order of layoff. Notice of recall shall be sent to the employees at their last known address by registered mail, return receipt requested. If the employee fails to report for work within 10 days from the date of mailing of notice of recall, she/he shall be considered as having resigned. Seniority recalls shall be made within 24 months from separation from full-time employment after which the employer may recall an employee or post a new position.

Employees will state the positions they wish to be recalled to by completing and checking the appropriate box on their "Desire for Recall Notice. The employee may choose from Full time, Part time and Seasonal/ Temporary positions and which Department(s) they wish to be recalled to. If the employee accepts recall to a position which is seasonal or temporary in nature (outside of the bargaining unit) they shall maintain their recall rights for the 24 month period but it shall not extend or restart the 24 month recall period from their initial layoff date.

- 15.3 Termination in Good Standing: an employee wishing to terminate employment in good standing with the city shall give a written notice at least two weeks in advance of termination.
- 15.4 Discipline and Discharge: an employee may be demoted, suspended or discharged for just cause, among which may include evidence of intoxication while performing duties or conviction of acts of moral turpitude. Any such action taken may be challenged through the grievance procedure.
 - A. Discharge or suspension of any employee will automatically be referred to a special conference between the union and the employer, which special conference shall be held within five working days from the date of discharge or suspension, unless otherwise agreed.
 - B. All written performance evaluations, reprimands, warnings and notice of demotion, suspension or discharge shall be read by the employee and acknowledged by her/his signature. The employer shall give the employee and the union each a copy of written reprimands, warnings, notice of demotion,

suspension or discharge. Such matter shall be a proper subject for the grievance procedure.

ARTICLE 16

Wages

- 16.1 All employees shall be paid in accordance with Schedule A attached hereto and made part of this agreement.
- 16.2 All employee anniversary dates for wage step purposes will be on a calendar year basis. If a new employee is hired prior to July 1st, that employee will move to the next wage step on the ensuing January 1st. If a new employee is hired on July 1st or after, that employee must stay in their current wage step until the next annual wage step after they have completed a minimum of 6 months and 1 day. (An employee would stay in their first wage step for 12-18 months depending on hire date.)
- 16.3 All work performed between 12:00 midnight and 7:00 a.m. shall be paid \$1.25 per hour more than the employee's regular straight time rate of pay. If the work is performed at the overtime rate, the \$1.25 shall be added after the overtime rate is calculated.
- 16.4 There shall be paydays every other Friday.
- 16.5 Pay periods every other Friday will include time worked through the previous Saturday. In the event that the regularly scheduled payday is on a holiday the payday will be on the workday prior to the holiday.
- 16.6 After the six-month probationary period and then each year thereafter, the department head will conduct a performance evaluation of the employee.
- 16.7 Employees with an annual satisfactory performance evaluation will advance to the next wage step per Schedule A. In the event an employee receives an unsatisfactory performance evaluation, the City may review the employee's performance again in the City's discretion.
- 16.8 Performance evaluations will be used by the department head to inform employees of their work habits and if they are considered exemplary, satisfactory or if improvement is needed.
- 16.9 A promoted employee shall go to the step on the new pay range that gives the employee an increase.
- 16.10 An employee taking a lesser paying job shall go to the step on the pay range that the employee came from.

ARTICLE 17
Reimbursements

- 17.1 The City will provide five (5) changes of work clothes per week per maintenance employee pursuant to the laundry service contract. This amount will be paid directly to the vendor who handles the City's work clothes agreement.
- 17.2 The City shall provide appropriate apparel for liquor store employees, for the Fire Marshal, community service officer and for support staff employees at City Hall and Public Works.
- 17.3 The City shall provide Public Works employees and the Fire Marshal with reimbursement of up to \$200.00 for the purchase of safety toe work boots every 24 months upon submitting an acceptable proof of purchase for such boots. Such reimbursement will generally be limited to once per employee every 24 months, however, should such employee's safety footwear become damaged or worn beyond repair due to performance of his/her assigned job tasks, the employee may be eligible for additional reimbursement for replacement safety footwear provided the Public Works Director determines that the footwear is irreparable and was damaged or worn out due to performance of the employee's assigned job tasks.

ARTICLE 18
Severance Pay Policy

- 18.1 Upon retirement, disability, or death, an employee, his/her beneficiary, or their estate will be entitled to 100% of their allowable accumulated, unused sick leave, vacation leave and comp time. Payment shall be determined upon the basis of the employee's rate of pay in the last period prior to severance and paid as follows:
 - A. Upon the death of an employee, his/her beneficiary, or their estate will be entitled to 100% of their allowable accumulated, unused sick leave, vacation leave and comp time. Payment shall be determined upon the basis of the employee's rate of pay in the last pay period prior to severance and paid on the final check from the city.
 - B. Upon retirement or disability, the employee will be entitled to 100% of their allowable accumulated, unused sick leave, vacation leave and comp time. Payment shall be determined upon the basis of the employee's rate of pay in the last pay period prior to severance and paid as follows:

Sick Leave

100% of the employee's allowable accumulated sick leave for severance pay

purposes, will be deposited into a Post Retirement Health Care Savings Plan.

Vacation

100% of employee's allowable accumulated vacation leave will be deposited into a Post Retirement Health Care Savings Plan.

Compensatory Time

100% of employee's allowable accumulated Compensatory time will be deposited into a Post Retirement Health Care Savings Plan.

Any allowable severance accumulated amounts stated above and not deposited into the Post Retirement Health Care Savings Plan that are to be paid out upon severance, are to be paid directly to the employee on their final check from the city.

****Disability as defined in this section shall mean full disability as determined by PERA, which will issue a full disability ruling if disability is expected for one year or more in length.**

- 18.2 Upon severance from employment, other than by death or retirement, and after 10 years of employment (unless convicted of a crime) an employee shall receive pay for 25% of her/his then accumulated sick hours to a maximum of 200 hours paid. Payments shall be at the employee's current rate of pay.

**ARTICLE 19
General Provisions**

- 19.1 Cold Weather Work: Street, Sewer and Water and Park employees shall not be required to perform continuous outside work when the temperature is colder than 10 degrees below zero Fahrenheit or a 35 degrees below zero wind-chill, except in the case of an emergency determined by the Director of Public Works.
- 19.2 Operation of Machinery: in the interest of safety, in the operation of heavy equipment, non-qualified part-time seasonal employees may not be allowed to operate such equipment except by mutual agreement between the employer and the union.
- 19.3 It shall be a violation of this agreement for the employer to coerce or discriminate against any employee in the bargaining unit because she/he has given testimony or instituted proceedings under any provision of this agreement or to refuse to meet with representatives of the employees as outlined in the agreement.
- 19.4 Wage Review: once a year during the month of April employees may request a meeting with their department head and the city administrator to present any facts about changes

in the work they perform or comparable worth information about job scores or relative pay amounts. Up to one half hour will be allotted for each request and a written decision will be given to the employee within 30 days of the meeting. Wage adjustments, if any, will have to be approved by the City Council and ratified by the union.

ARTICLE 20
Supplemental Agreements

All proposed supplemental agreements shall be subject to good faith bargaining between the employer and the union. They shall be approved or rejected within a period of 15 days following the conclusion of negotiations.

ARTICLE 21
Savings Clause

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

ARTICLE 22
Duration

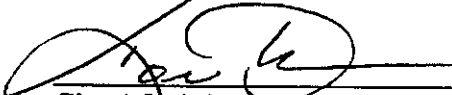
This agreement shall be effective as of the 1st day of January 2020 and shall remain in force and effect through the 31st day of December 2020, the anniversary date. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing by July 1st prior to the anniversary date that it desires to modify this agreement. This agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than 10 days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, THE PARTIES SET THEIR HANDS:

City of Sauk Rapids

Date Signed: 12-17-19




City Administrator



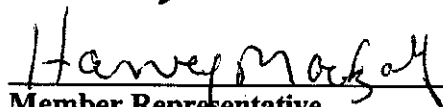
City Mayor

Local 748, AFSCME, AFL-CIO

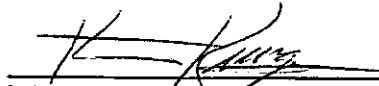
Date Signed: 1-7-2020



Staff Representative



Member Representative



Member Representative

WAGES

3.0% general wage increase effective 01/01/2020

APPENDIX B	Pls	Grade	Points	Grade	Date	ADJUSTMENT FACTOR						WAGE STEPS ELIMINATING LONGEVITY					
						3.0%			1.03			Max			Max		
						Min	2020 Step 1	2020 Step 2	2020 Step 3	2020 Step 4	2020 Step 5	2020 Step 6	2020 Step 7	2020 Step 8	2020 Step 9	2020 Step 10	2020 Step 11
					At Start	After 1	After 2	After 3	After 4	After 5	After 6	After 7	After 8	After 9	After 10	After 11	
JOB TITLE																	
Mechanic	320	15	342	15	58,224	61,650	65,075	68,500	71,925	75,350	78,775	79,652	79,944	80,237	80,529	80,821	
City Planner	282	14	291	14	54,502	57,708	60,914	64,120	67,326	70,532	73,738	74,615	74,908	75,200	75,492	75,785	
Fire Marshal/Asst Bldg Official	250	13	248	13	51,364	54,386	57,407	60,429	63,450	66,472	69,493	70,370	70,662	70,955	71,247	71,539	
Engineering Technician	238	13	248	13	51,364	54,386	57,407	60,429	63,450	66,472	69,493	70,370	70,662	70,955	71,247	71,539	
Police Community Service Officer	206	12	210	12	48,591	51,449	54,307	57,165	60,024	62,882	65,740	66,617	66,909	67,202	67,494	67,786	
Finance Clerk	203	12	210	12	48,591	51,449	54,307	57,165	60,024	62,882	65,740	66,617	66,909	67,202	67,494	67,786	
Floater	196	12	210	12	48,591	51,449	54,307	57,165	60,024	62,882	65,740	66,617	66,909	67,202	67,494	67,786	
Utilities Maintenance	196	12	210	12	48,591	51,449	54,307	57,165	60,024	62,882	65,740	66,617	66,909	67,202	67,494	67,786	
Street Maintenance	170	11	176	11	46,109	48,821	51,534	54,246	56,958	59,670	62,383	63,260	63,552	63,844	64,137	64,429	
Park Maintenance	167	11	176	11	46,109	48,821	51,534	54,246	56,958	59,670	62,383	63,260	63,552	63,844	64,137	64,429	
Utility Billing Clerk	141	10	148	10	44,066	46,658	49,250	51,842	54,434	57,026	59,618	60,495	60,787	61,080	61,372	61,664	
Receptionist/Sec/Office Clk	141	10	148	10	44,066	46,658	49,250	51,842	54,434	57,026	59,618	60,495	60,787	61,080	61,372	61,664	
Liquor Store Clerk	125	9	124	9	38,968	41,260	43,553	45,845	48,137	50,429	52,722	53,598	53,891	54,183	54,475	54,768	
Effective 1/1/05, all employee anniversary dates for wage step purposes will be on a calendar year basis and effective January 1, XXXX																	
if a NEW employee is hired prior to July 1, XXXX, that employee will move to the next wage step on the ensuing January 1, XXXX.																	
if a NEW employee is hired on July 1, XXXX or after, that employee must stay in their current wage step until the next annual wage step increase after they have completed a minimum of 6 months & 1 day. (ie: employee would stay in their first wage step for 12-18 months depending on hire date.																	
All NEW union employees will be placed in wage step 1 or according to the union contract. New Non-Union employees will be placed into wage steps negotiated & agreed to by council & new employee.																	

MEMORANDUM OF UNDERSTANDING

WHEREAS, the undersigned parties entered into a Collective Bargaining Agreement ("CBA") dated January 1, 2017 through December 31, 2019;

WHEREAS, because the State Legislature passed legislation allowing Sunday liquor sales, the City and Union agreed to execute a MOU related to pay for Sunday work hours for the duration of the CBA,

WHEREFORE, beginning July 1, 2017, \$1.50 per hour will be added to the pay of the full-time employee assigned to work on a Sunday. In addition, a full-time employee is entitled to one weekend per month off which includes Friday evening, Saturday, and Sunday. This agreement is in effect for the duration of the above-referenced CBA and shall not be considered a past practice.

CITY OF SAUK RAPIDS



City Administrator

AFSCME Local NO. 748



Business Agent

Date:

9-27-17

Date:

9-28-17

MEMORANDUM OF UNDERSTANDING

Between

**City of Sauk Rapids and
AFSCME Council 65, Local 748 C**

Whereas, the undersigned parties entered into a Collective Bargaining Agreement ("CBA") effective 2013-2015; and

Whereas, the Community Development Director was added to the AFSCME bargaining unit in 2011; and

Whereas, the City and Union wish to memorialize agreements related to the current Community Development Director;

WHEREFORE, The City and Union agree as follows:

Community Development Director:

The Community Development Director shall retain all benefits he's accrued thus far and shall continue to accumulate vacation benefits at the rate of 13 years of service (6.15 hours per pay period) until 2014 when he shall accrue 6.46 hours per pay period. Three years thereafter he shall accrue 7.69 hours per pay period and ten years thereafter, he shall accrue 9.23 hours per pay period. He shall also continue to be allowed to carryover 1 ½ times his accrual rate of vacation each year on January 1st. If he were to separate from employment with the City, separation benefits shall be paid pursuant to the City's personnel policies. All other benefits other than vacation, and separation benefits, shall be administered pursuant to the CBA.

Training, conferences, seminars, travel shall be left to the sole determination of the City Administrator.

This agreement relating to Community Development Director's benefits continues in effect until modified by mutual agreement. This agreement does not modify or waive the rights of either union or employer under PELRA or BMS rules.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this 14 day of February, 2013.

CITY OF SAUK RAPIDS

By



Ross Olson

Its

City Administrator

AFSCME LOCAL NO. 748

By



Happy Morley

Its



Business Agent